

CITY OF YANKTON

2015_02_23

COMMISSION MEETING



YANKTON BOARD OF CITY COMMISSIONERS

Regular City Commission Meeting beginning at 7:00 P.M.

Monday, February 23, 2015

City of Yankton Community Meeting Room

Located at the Technical Education Center • 1200 W. 21st Street • Room 114

Rebroadcast Schedule: Tuesday @ 7:30pm, Thursday @ 6:30 pm, on channels 3 & 45

I. ROUTINE BUSINESS

1. Roll Call

2. Approve Minutes of regular meeting of February 9, 2015

Attachment I-2

3. City Manager's Report

Attachment I-3

4. Public Appearances

II. CONSENT ITEMS

1. Establishing public hearing for sale of alcoholic beverages

Establish March 9, 2015, as the date for the public hearing on the request for a Special Events (on-sale) Liquor License for March 10, 2015 from Chamber of Commerce, (Carmen Schramm, Director) d/b/a Chamber of Commerce, Yankton Area Ice Association, 901 Whiting Drive, Yankton, S.D

Attachment II-1

2. Establishing public hearing for sale of alcoholic beverages

Establish March 9, 2015, as the date for the public hearing on the request for a Special Events (on-sale) Liquor License for April 14, 2015 from Chamber of Commerce, (Carmen Schramm, Director) d/b/a Chamber of Commerce, Abilities Building Services, 909 W. 23rd Street, Yankton, S.D

Attachment II-2

3. Establishing public hearing for sale of alcoholic beverages

Establish March 9, 2015, as the date for the public hearing on the request for a Special Events (on-sale) Liquor License for September 8, 2015 from Chamber of Commerce, (Carmen Schramm, Director) d/b/a Chamber of Commerce, United Way, Avera Pavilion, 409 Summit Street, Yankton, S.D

Attachment II-3

4. Establishing public hearing for sale of alcoholic beverages

Establish March 9, 2015, as the date for the public hearing on the request for a Special Events (on-sale) Liquor License for October 13, 2015 from Chamber of Commerce, (Carmen Schramm, Director) d/b/a Chamber of Commerce, Broadway Chrysler, 2720 Broadway Street, Yankton, S.D

Attachment II-4

5. **Establishing public hearing for sale of alcoholic beverages**
Establish March 9, 2015, as the date for the public hearing on the request for a Special Events (on-sale) Liquor License for December 8, 2015 from Chamber of Commerce, (Carmen Schramm, Director) d/b/a Chamber of Commerce, Avera Sacred Heart Hospital, 501 Summit Street, Yankton, S.D

Attachment II-5

6. **Establishing public hearing for sale of alcoholic beverages**
Establish March 9, 2015, as the date for the public hearing on the request for a Special Malt Beverage (on-sale) Retailers License for 1 day, March 20, 2015, from Knights of Columbus, (Richard Leyden, Secretary), 2700 Broadway, Yankton, S.D

Attachment II-6

III. OLD BUSINESS

1. **Public hearing for sale of alcoholic beverages**
Consideration of Memorandum #15-38 regarding the request for a Special Events Malt Beverage (on-sale) Retailers License and a Special (on-sale) Wine Retailers License for 1 day, March 21, 2015, from The Center (Christy Hauer, Executive Director), 900 Whiting Drive, Yankton, S.D

Attachment III-1

2. **Public hearing for sale of alcoholic beverages**
Consideration of Memorandum #15-39 regarding the public hearing on the request for a Special Events Malt Beverage (on-sale) Retailers License and a Special (on-sale) Wine Retailers License for 1 day, April 18, 2015, from The Center (Christy Hauer, Executive Director), 900 Whiting Drive, Yankton, S.D

Attachment III-2

3. **Public hearing for sale of alcoholic beverages**
Consideration of Memorandum #15-40 regarding the public hearing on the request for a Special Events Malt Beverage (on-sale) Retailers License and a Special (on-sale) Wine Retailers License for 1 day, May 2, 2015, from The Center (Christy Hauer, Executive Director), 900 Whiting Drive, Yankton, S.D

Attachment III-3

4. **Public hearing for sale of alcoholic beverages**
Consideration of Memorandum #15-41 regarding the public hearing on the request for a Special Events Malt Beverage (on-sale) Retailers License and a Special (on-sale) Wine Retailers License for 1 day, July 25, 2015, from The Center (Christy Hauer, Executive Director), 900 Whiting Drive, Yankton, S.D

Attachment III-4

5. **Public Hearing - Archery Ordinance**
Consideration of Memorandum #15-42, second reading and public hearing of Ordinance #972 of the Archery Ordinance

Attachment III-5

IV. NEW BUSINESS

1. **Boys & Girls Club Request for Additional Funding**
Consideration of Memorandum #15-43 regarding request from Boys & Girls Club for additional funding

Attachment IV-1

2. **Acceptance of bid for Ladder Truck Sale**
Consideration of Memorandum #15-47, regarding acceptance of bid for Ladder Truck sale

Attachment IV-2
 3. **Planning Commission – Introduction and First Reading Ordinance #973**
Consideration of Memorandum #15-52, introduction and first reading of Ordinance #973 and setting March 9, 2015 as the date for a public hearing to consider a rezoning from I-1 Industrial to R-4 Multiple Family Residential on Lot 1A & E2 Lot 1 & E8' N7.5' of the vacated alley adjacent to Lot 1, Block 8, Wetmore and Stewart Addition to the City of Yankton, South Dakota. Address, 817 Walnut Street. Patricia L. Miller, owner.

Attachment IV-3
 4. **City Attorney request to attend class**
Consideration of Memorandum #15-48, regarding request by City Attorney to attend class

Attachment IV-4
 5. **Bid Award – 19,000 GVW Chassis with Dump Body**
Consideration of Memorandum #15-44 regarding Bid Award for 19,000 GVW Chassis with Dump Body

Attachment IV-5
 6. **Bid Award – 37,000 GVW Class Truck**
Consideration of Memorandum #15-45 regarding Bid Award for 37,000 GVW Class Truck

Attachment IV-6
 7. **Bid Award – 11’ Chassis mounted all-purpose spreader**
Consideration of Memorandum #15-46 regarding Bid Award for 11’ chassis mounted all-purpose spreader

Attachment IV-7
 8. **Bid Award – Wilson Road / Douglas**
Consideration of Memorandum #15-51 regarding Bid Award for the Douglas Avenue & Wilson Road Paving Project

Attachment IV-8
 9. **Chan Gurney Municipal Airport – Land Lease Amendment**
Consideration of Memorandum #15-49 in support of Resolution #15-06 regarding approval of Airport Hangar #33 Land Lease Amendment

Attachment IV-9
 10. **Chan Gurney Municipal Airport – Land Lease Amendment**
Consideration of Memorandum #15-50 in support of Resolution #15-07 regarding approval of Airport Hangar #34 Land Lease Amendment

Attachment IV-10
- V. **ADJOURN INTO EXECUTIVE SESSION TO DISCUSS
PERSONNEL & CONTRACTUAL MATTERS UNDER SDCL 1-25-2**

VI. RECONVENE AS BOARD OF CITY COMMISSIONERS

1. Roll Call

VII. ADJOURN THE MEETING OF FEBRUARY 23, 2015

The City of Yankton Community Meeting Room is handicapped accessible. If you have any additional accommodation requirements, please call 668-5221.

Should you have any reason to believe an open meetings law has been violated please contact the Open Meetings Commission at the South Dakota Office of the Attorney General at: 1302 E. Hwy 14, Suite 1, Pierre, SD 57501-8501 or by phone at 605-773-3215.

**CHAMBER OF THE BOARD OF CITY COMMISSIONERS
YANKTON, SOUTH DAKOTA
FEBRUARY 9, 2015**

In the absence of the Mayor, the regular meeting of the Board of City Commissioners of the City of Yankton was called to order by City Finance Officer Viereck.

Roll Call: Present: Commissioners Akland, Ferdig, Gross, Hoffner, Knoff, Sommer, and Woerner. City Attorney Den Herder was also present. Absent: Commissioner Bhaalid, Mayor Carda, and City Manager Nelson. Quorum present.

Finance Officer Viereck requested nominations for Office of Acting Mayor for the ensuing meeting.

Commissioner Gross nominated Commissioner Knoff for the position of Acting Mayor, seconded by Commissioner Woerner.

Action 15-34

Moved by Commissioner Gross, seconded by Commissioner Woerner, that nominations cease and a unanimous ballot be cast for Commissioner Knoff for Acting Mayor for the meeting of February 9, 2015.

Roll Call: All members present voting "Aye;" voting "Nay:" None.

Motion adopted.

Finance Officer Viereck turned the meeting over to Acting Mayor Knoff at this time.

Action 15-35

Moved by Commissioner Gross, seconded by Commissioner Sommer, to approve the Minutes of the regular meeting of January 26, 2015.

Roll Call: All members present voting "Aye;" voting "Nay:" None.

Motion adopted.

Action 15-36

Moved by Commissioner Akland, seconded by Commissioner Gross, that the Schedule of Bills be approved and warrants be issued.

A T & T-Cell Phone Bill-\$377.28; ACS Government Info Service-Programming-\$4,500.00; ACS Solutions-Service Cash Register Printer-\$678.84; Active Network-Annual Transaction Fees-\$724.67; APCO International Inc-Membership Dues-\$92.00; APWA-APWA Conference-\$50.00; Best Western Ramkota Hotel-Training-\$340.00; Big Friend Little Friend-1/2 Special Appropriation-\$2,250.00; Bomgaars Inc-Shop Towels-\$763.95; Boys & Girls Club of Yankton-Special Appropriation-\$4,500.00; Bridgestone Golf Inc-Golf Balls-\$917.18; Building Sprinkler Inc-Inspection-\$249.00; Cedar Shores-SDSPLS Convention-\$81.95; Center For Education & Employ-Subscription-\$159.00; CenturyLink-Phone-Jan-\$1,659.61; Christensen Radiator & Repair-Cutting Edge-\$134.85; City of Vermillion-Jt Power Cash Trans-\$18,795.88; City of Yankton-Central Garage-Rubbish-\$5.00; City of Yankton-Solid Waste Compacted-Garbage-\$10,274.40; City Utilities-Water-WW-Charges-\$3,397.68; Claritus-Postage Supplies-\$203.04; Cleveland Golf-Golf Clubs-\$14,874.50; Concrete Material-Asphalt Gravel-\$2,723.68; Conkling Dist-Beer-\$167.10; Contact Center-Special Appropriation-\$10,000.00; Cornhusker Intl Truck Inc-Wiper Blades-\$104.52; Dakota Beverage Co Inc-Beer-\$82.65; Danko Emergency Equipment-Protective Gear-\$3,124.59; Dex Media East-Phone Book-\$30.40; Ethanol

Products LLC-Carbon Dioxide-\$61.70; Falkenberg Construction-Office Remodel-\$5,500.00; Feimer Construction-Repair Main Break-\$2,230.00; Ferguson Water Works Supply-Meters Parts-\$5,864.46; Finance Dept-Supplies-\$67.84; Flannery/Kirt-Officer Stipend-Jan-\$25.00; Frick/Adam-Officer Stipend-Jan-\$25.00; Frick/Brian-Officer Stipend-Jan-\$50.00; Gerstner Oil Co-Fuel-Oil-\$17,924.69; Gramps Fuel-\$79.63; Graymont Capital Inc-Lime-\$4,523.57; Hawkins Inc-Chemicals-\$3,527.81; Hedahl's Parts Plus-Filters-\$250.41; Intl Inst Of Mun Clerks-Membership Renewal-\$250.00; J & H Care & Cleaning Company-Janitorial Supplies-\$2,637.00; Johnson Electric-Labor & Material-\$532.52; Kadrmas Lee & Jackson Inc-Engineering Services-\$3,844.92; Kay Park Recreation-2015 Bleacher Order-\$11,941.00; Kimball-Midwest Fittings-\$213.74; Knology Inc-dba Wow-Phone-Jan-\$2,546.83; Krajewski/Erica-Refund-\$21.20; Larsen Carpet-Carpet-\$1,950.00; Lewis & Clark BHS-JAIBG Flow Thru-\$2,235.20; Long's Propane Inc-Propane-\$580.00; Lower James RC & D-Dues-\$110.00; Luken Construction LLC-Bookcase-\$715.00; Lyle Signs Inc-Signs-\$1,881.85; MailFinance-Postage-\$576.00; Mead Building Project-Special Appropriation-\$25,000.00; Meierhenry Sargent LLP-Bond Council-\$33,300.00; Menards Part-\$9.00; Meridian Grain-Road Salt-\$5,811.77; Midamerican Energy-Fuel-Jan-\$13,697.17; Midamerican Energy Fuel-Jan-\$11,206.32; Midstate Org Crime Info Ctr-Membership Dues-\$200.00; Missouri Sedimentation Action-Special Appropriation-\$2,500.00; Moser/Brad-Officer Stipend-Jan-\$25.00; Motor Vehicle Dept SD-License Plates-\$28.00; Nebraska Journal-Leader Advertisement-\$82.62; Northern Escrow Inc-WWTP Outfall Pipe-\$56,554.99; Northtown Automotive-Repairs-\$136.34; Northwestern Energy-Elect-Jan-\$62,680.32; Peterson/Shar-Swimsuit Reimbursement-\$100.00; Pied Piper Flowers-Memorial Plant-\$96.40; Plan & Development Dist III-Membership Dues-\$11,946.00; Porter Trustin Carlson Company-Repairs-\$2,511.00; Printing Specialists-Envelopes-\$75.70; Racom Corporation-Radio Access-\$1,490.86; RDG Planning & Design-Meridian Bridge Plaza-\$781.85; Regional Technical Education-CDBG Grant-\$2,000.00; Ricoh Production Print-Printer-\$361.98; Ridgway/Rick-Headstone Repairs-\$31.50; Ron's Auto Glass-Repair Repairs-\$70.00; Signs By Design-Vehicle Wrap-\$740.00; Small Business Development Center-Special Appropriations-\$4,500.00; South Dakota Firefighters Assn-Membership Dues-\$1,075.00; South Dakota Humanities-Programs-\$40.00; South Dakota Planner's Assn-SDPA Membership-\$50.00; Southeast Firefighters Assoc-Membership Dues-\$50.00; Sun Mountain Sports Inc-Golf Bags-\$127.00; Tifosi Optics Inc-Merchandise-\$563.80; Titleist And Foot-Joy Golf Balls-\$4,173.17; Trugreen-Fall Lawn Care-\$95.40; US Post Office-Utility Postage-Jan-\$1,400.00; Ulmer/Bruce-Safety Glasses-\$60.00; United Parcel Service, Inc-Postage-Jan-\$138.84; United States Postal Service-Postage Meter-Jan-\$827.00; Wage Works-Flex Serv Fee-Dec-\$105.00; Western Office Products-Office Equipment-\$329.00; Wilson Sporting Goods-Golf-Golf Balls-\$1,012.97; Woehl/Toby-Training-\$25.00; Woods Fuller Shultz & Smith PC-Prof Services-\$855.00; Xerox Corporation-Copier Lease-\$253.53; Yankton Area Convention-1/4 Special Appropriation-\$96,332.50; Yankton Area Ice Association-January Payment 2015-\$1,457.85; Yankton Family Visitation Center-Special Appropriation-\$2,250.00; Yankton Homeless Shelter-Special Appropriation-\$5,000.00; Yankton Housing-Counter Top-Cabinets-\$466.78; Yankton Insurance Agents-Firemen Accident Policy-\$1,654.00; Yankton Medical Clinic-Pre-Employment Physical-\$1,694.00; Yankton Riverwalk-Special Appropriation-\$4,800.00; Yankton Transit Inc-1/2 Special Appropriation-\$15,000.00; Yankton Volunteer Fire Department-Fire Calls Nov-Dec-\$4,630.00; Yankton Women's Shelter-Special Appropriation-\$2,250.00; Ziegler/William-Officer Stipend Jan-\$50.00; A & B Business Inc-Printer Maintenance-\$379.39; Ace Hardware-Treadmill Repairs-\$2,014.26; Airnav-Yearly Subscription-\$77.00; Amazon Mktplace Pmts-DVDs-\$508.26; Amazon.Com-Code Books-\$387.38; Americinn Ft Pierre-Travel Motel-\$102.91; Ann Taylor Loft-Merchandise-\$123.75; Appeara-Towels-\$282.28; Arbys-Travel Expense-\$4.48; ARC Services/Training-Contracted Service-\$950.00; AT&T Bill Payment-AT&T Mobility-\$310.32; Autozone-Water Pump Gaskets-\$33.85; Baker-Taylor-Books-\$1,764.83; Big Toms-Travel Expense-

\$8.51; Bizchair Office Furnit-SSC Chairs-\$543.83; Black Hills State Univ-SDLN Maintenance 4th Qtr-\$4,505.75; Boller Printing-Printing-\$709.00; Bomgaars-Shop Supplies-\$1,684.46; Cafe Patachou-Meeting-\$24.80; Center Point-Large Print Books-\$130.62; Christensen Radiator-Markers-\$126.35; Clarks Rental-Floor Sander Rental-\$351.40; Concrete Materials-Park Supplies-\$347.49; Cornhusker Internation-Mirror-\$60.13; Cowboy Store-Travel Fuel-\$29.81; Cox Auto Supply-Golf Maintenance-\$30.80; Crescent Electric-Airport Lamps-\$1,447.89; D-P Tools Inc- Radiator Purge-\$264.58; Dairy Queen-Staff Appreciation-\$14.72; Dart Tartan Mcnaugh-Mcnaughton Book Lease-\$1,893.36; Dayhuff Enterprises-Janitorial Supplies-\$1,883.01; Dept of Agriculture-Re-Certification Class-\$50.00; Diamond Mowers-Equipment Repair-\$354.90; Diesel Power Equipment-Sensor-\$141.37; Discount Two Way Radio-Radio Batteries-\$191.06; Digi Key Corp-Cooling Fans-\$253.64; DollarTree-Gourmet Guys-Friends-\$30.00; Don's Sinclair-Travel Expense-\$20.00; DX Service-Salt-\$1,749.30; Easy Picker Golf-Equipment Repairs-\$247.70; Echo Electric Supply-Supplies-\$607.34; Ehresmann Engineering-Shop Supplies-\$291.05; Epson Store-Office Supplies-\$46.98; Fastenal Company-Drill Bits-\$487.29; Flsmidth Inc-Motors-\$562.00; Fox Run Golf Course-Uniforms-\$248.92; Fred Haar Company-Mower Parts-\$119.95; Frontier-Meeting-\$614.40; Globalindustrialeq-Tables-\$674.08; Grafix Shoppe-Vehicle Graphics-\$71.23; Graham Tire-Tire-\$85.00; Hach Company-Lab Equipment-\$2,948.84; Hard Drive Central-Printer Contract-\$55.46; Hedahls-Heater Hose-\$611.27; Hobbylobby.Com-Craft Night Supplies-\$26.75; Hy-Vee Gas-Conference-\$14.78; Hy-Vee-Concessions-Gatorade-\$452.16; In Equipment-Blades-\$493.88; Jumbomax Golf Grip-Club Repairs-\$366.80; Independence Waste-Rentals-\$429.90; Indiana CC Concessions-Travel Expense-\$27.80; Intl Battery Exchange-Park Supplies-\$143.60; JJ Benjis Embroidery-Shirts Wellness Program-\$508.80; Jack's Uniforms & Equipment- Officer Uniforms-\$582.24; JCL Solutions-Spencer-Cleaning Supplies-\$528.07; JCPenney-Uniforms-\$242.61; Johnson Controls-SS Service Agreement-\$6,352.05; JW High Velocity-Meeting-\$43.42; Kaiser Heating-Filter-\$31.33; Kinsman Garden Company-Downtown Baskets-\$976.71; KMart-Janitorial Supplies-\$360.90; Kohl's-Uniforms-\$130.92; Koletzky Implement Inc-Mower Repair-\$300.79; Lakeland Engineering-Inlet Solenoid-\$455.37; Lewis & Clark Behavior-Professional Services-\$105.00; Lewis & Clark Ford-Repair Vehicle-\$919.93; Liquor Bar-Meeting-\$23.15; M&M Control Service-Pilot Valve-\$800.85; Mark's Machinery Inc-Mower Repairs-\$489.84; Marks Machinery Inc-Equipment Repair-\$853.11; Marriott JW Indianapl-Meeting-\$790.92; Mead Lumber-Building Supplies-\$95.10; Med-Vet-Sharps Containers-\$447.00; Menards.Com-Cold Kit-\$443.61; Menards-Building Supplies-\$1,802.39; Minerva's Grill And Bar-Staff Appreciation-\$145.73; MSFT-Software-\$79.50; Northern Tool-Cart-\$241.88; Norfolk Daily News-Newspaper Subscription-\$243.00; Northern Truck Equip-Valve-\$94.82; Northtown Automotive-Parts-\$394.19; Novelty Machine-Bearings-\$3,535.46; O-Rings Inc-O-Rings-\$10.50; Office Elements Group-Office Supplies-\$446.54; Oncourt Offcourt-Quick Start Tennis Supplies-\$157.07; O'Reilly Auto-Starter-\$130.03; Overdrive-Downloadable Books Control-\$3,000.00; Pack & Ship-Baskets-\$57.50; FFC-Fire Chaplain Membership-\$100.00; Insidecomp-Office Supplies-\$12.26; Rip Computer-Repair Parts-\$85.00; Shannadh-Toner-\$17.99; Shoplet Com-Literature Bins-\$150.76; Postage Refill-Postage Refill-\$100.00; Provantage LLC-Firewall Maintenance-\$167.88; Quill Corporation-Office Supplies-\$285.94; Radco/Pickupdaddy.C Lift-Struts-\$55.95; Research Technology-DVD Cleaning Materials-\$1,016.15; Rivercity Tools-Supplies-\$18.12; Riverside Hydraulics-Hydraulic Hose-\$166.66; The Golfworks-Club Repairs-\$355.56; Ron's Auto Glass Inc-Supplies-\$30.00; Royal Sport Shop-Recreation Supplies-\$7.90; Scheels All Sports Inc-Recreation Programs-\$276.11; SDSPLS-Registration-\$200.00; Sears Hometown-Tools-\$79.97; Severn Trent-Water Pure Sensor-\$251.50; SF Regional Airport-Meeting-\$21.00; Sheehan Mack Sales-Volvo Parts-\$477.60; Sherwin Williams-Digester Paint-\$695.91; Sirchie Finger Print-Evidence Supplies-\$142.50; Slumberland-Office Furniture-\$127.00; So Pt Hotel and Casino-Meeting-\$201.60; Specialty Store Service-Office Supplies-\$178.22; National Field Office-

Supplies-\$38.16; Sturdevant's-Engine Heater-\$76.03; The Library Store-Office Supplies-\$214.82; The Limited-Uniforms-\$39.95; The Wooden Spoon-Staff Appreciation-\$19.75; TMA-Tires-\$1,006.05; Sports Ills Kids Magazine-Subscription-\$39.95; Tractor Supply Co-Swivel Casters-\$63.86; Traffic Control-Sign Letters-\$420.50; Travelocity.Com-Meeting-\$24.79; Truck Trailer Sales-Landing Gear-\$975.59; Two Way Direct-Radios & Headset-\$270.27; UPS-Postage-\$18.45; UPS-Postage-\$16.32; UPS-Postage-\$102.07; UPS-Postage-\$106.32; UPS-Postage-\$102.07; UPS-Postage-\$102.07; UPS-Postage-\$115.09; UPS-Postage-\$115.09; UPS-Postage-\$6.02; UPS-Postage-\$6.02; Upstart/Edupress-Summer Reading-\$617.22; USA Blue Book-Supplies-\$3,909.61; USPS-Postage-\$32.70; Valentino's-Travel Expense-\$11.02; Vanderhule Moving-Argon Gas-\$164.25; Viddler Inc-Video Hosting-\$28.76; Vogt's Fine Cleaners-Clothing-\$10.00; Wal-Mart 1483-Cameras-\$686.00; Weber Grill Restaurant-Meeting-\$349.21; Western Office Product-Notepads/Rubberbands-\$485.51; Westside Wholesale-Building Maintenance-\$68.94; Wholesale Supply Co-Golf Supplies-\$310.15; WM Supercenter-Office Supplies-\$411.92; WW Grainger-Supplies-\$815.71; Yankton Chamber of Commerce-SAC Chamber Membership-\$490.00; Yankton Medical Clinic-Firefighter Physical-\$2,648.50; Yankton Winnelson Co-Pressure Valve-\$166.29; Younkers-Uniforms-\$59.00; AFSCME Council 65 Employee-Deductions-\$1,990.01; American Family Life Corp-Cancer & ICU PREMIUMS-\$6,331.82; Assurant Employee Benefits-Vision Ins - February-\$550.50; Connections Inc-EAP Insurance-January-\$273.00; Credit Collections Bureau-Employee Deduction-\$407.70; Delta Dental-Dental Ins - January-\$14,386.20; Department of Environmental Certification-Renewal-\$156.00; Department of Social Services-Employee Deduction-\$1,277.50; First National Bank-Clean Water #3-\$106,494.59; First National Bank-Drinking Water-\$61,349.87; First National Bank-Drinking Water #2-\$15,301.27; First National Bank-Drinking Water #3-\$74,282.98; First National Bank South Dakota-Employee Deduction-\$3,066.10; ICMA Retirement Trust No. 457-Employee Deductions-\$5,250.03; Minnesota Life Insurance Co-Life Ins-February-\$658.63; Nelson/Amy-ATA Meeting-\$300.00; Premier Pyrotechnics-2015 Fireworks-\$20,000.00; Retirement SD-SD Retirement-Jan-\$102,137.65; SDML-Municipal Government Day-\$40.00; SDSRP-Employee Deductions-\$3,585.00; Summit Activity Center-Employee Deductions-\$805.00; United Way-Employee Deductions-\$105.00; Wellmark Blue Cross- Health Ins-February-\$88,982.96.

Roll Call: All members present voting "Aye;" voting "Nay;" None.

Motion adopted.

SALARIES-JANUARY, 2015:

Administration-\$46,118.62; Finance-\$47,472.08; Community Development- \$28,723.29; Police-\$223,884.50; Fire-\$17,275.36; Engineering-\$61,400.62; Street-\$64,004.34; Snow & Ice-\$10,097.16; Traffic Control-\$3,127.36; Library-\$40,961.31; Parks/SAC-\$80,445.98; Marne Creek-\$5,024.31; Water-\$59,542.15; Wastewater-\$50,616.38; Cemetery-\$6,043.02; Solid Waste-\$28,779.12; Landfill-\$21,683.89; Golf Course-\$30,890.55; Central Garage-\$10,733.48.

PERSONNEL CHANGES & NEW HIRES:

New Hires: Brandon Frey-\$1,539.23 bi-wk.-Police; Maria Ishmael-\$1,250.19 bi-wk.-City Hall.

Wage Increase: Tristan Roy-\$9.25 hr.-Rec. Division.

Status Change: Linda Dobrovlny-\$1,722.58 bi-wk. from Senior Library Assistant to Assistant Library Director; Jennifer Palsma-\$1,257.23 bi-wk. from Communication Dispatcher to Communications Specialist; Shay Robinson-\$10.00 hr. from seasonal Water Maintenance to Part-Time Wastewater Plant Operator.

Finance Officer Viereck reviewed the written report submitted by the City Manager giving an update on community projects and items of interest.

Action 15-37

Moved by Commissioner Gross, seconded by Commissioner Sommer, that the following items on the consent agenda be approved.

1. Establishing public hearing for sale of alcoholic beverages
Establish February 23, 2015, as the date for the public hearing on the request for a Special Events Malt Beverage (on-sale) Retailers License and a Special (on-sale) Wine Retailers License for one day, March 21, 2015, from The Center (Christy Hauer, Executive Director), 900 Whiting Drive, Yankton, South Dakota.
2. Establishing public hearing for sale of alcoholic beverages
Establish February 23, 2015, as the date for the public hearing on the request for a Special Events Malt Beverage (on-sale) Retailers License and a Special (on-sale) Wine Retailers License for one day, April 18, 2015, from The Center (Christy Hauer, Executive Director), 900 Whiting Drive, Yankton, South Dakota.
3. Establishing public hearing for sale of alcoholic beverages
Establish February 23, 2015, as the date for the public hearing on the request for a Special Events Malt Beverage (on-sale) Retailers License and a Special (on-sale) Wine Retailers License for one day, May 2, 2015, from The Center (Christy Hauer, Executive Director), 900 Whiting Drive, Yankton, South Dakota.
4. Establishing public hearing for sale of alcoholic beverages
Establish February 23, 2015, as the date for the public hearing on the request for a Special Events Malt Beverage (on-sale) Retailers License and a Special (on-sale) Wine Retailers License for one day, July 25, 2015, from The Center (Christy Hauer, Executive Director), 900 Whiting Drive, Yankton, South Dakota.
5. Possible Quorum Event
February 25, 2015, YAPG luncheon, no official commission action

Roll Call: All members present voting “Aye;” voting “Nay:” None.
Motion adopted.

Action 15-38

This was the time and place for the public hearing on the application for a Special Events RETAIL (on-sale) Liquor License for one day, April 1, 2015, from Minerva’s Grill & Bar, (Janelle Wieseler, Catering & Banquets Director) dba Minerva’s Grill & Bar, NFAA Building, 800 Archery Lane, Yankton, Yankton, South Dakota. (Memorandum 15-29) No one was present to speak for or against approval of the license. Moved by Commissioner Gross, seconded by Commissioner Akland, to approve the license application.

Roll Call: All members present voting “Aye;” voting “Nay:” None.
Motion adopted.

Action 15-39

This was the time and place for the second reading and public hearing of Ordinance No. 971, AN ORDINANCE PROVIDING FOR THE LICENSURE AND REGULATION OF HORSE-DRAWN CARRIAGES WITHIN THE JURISDICTIONAL LIMITS OF THE CITY OF YANKTON. (Memorandum 15-30) John Shroeder, 101 Sky Ranch Drive, Highway 81, was present to answer questions about his operation and his intentions to operate a horse carriage in the downtown area this summer and to speak in favor of adoption of the ordinance. Moved by Commissioner Gross, seconded

by Commissioner Woerner, to adopt Ordinance No. 971.

Roll Call: All members present voting “Aye;” voting “Nay:” None.

Motion adopted.

Action 15-40

Moved by Commissioner Gross, seconded by Commissioner Woerner, to authorize the purchase of a 2015 Chevrolet 1500 4x4 regular cab pickup from Northtown Automotive, Yankton, South Dakota, in the amount of \$27,000.00 under the state bid contract for the Department of Public Works, Central Garage. (Memorandum 15-19)

Roll Call: All members present voting “Aye;” voting “Nay:” None.

Motion adopted.

Action 15-41

Moved by Commissioner Woerner, seconded by Commissioner Sommer, to authorize the purchase of a 2015 Chevrolet 1500 4X4 extended cab pickup from Billion Automotive, Sioux Falls, South Dakota, in the amount of \$28,029.00 under the state bid contract for the Department of Public Works, Street Division. (Memorandum 15-21)

Roll Call: All members present voting “Aye;” voting “Nay:” None.

Motion adopted.

Action 15-42

Commissioner Gross introduced and Acting Mayor Knoff read the title of Ordinance No. 972, AN ORDINANCE AMENDING THE REGULATION OF DISCHARGE OF WEAPONS WITHIN THE JURISDICTIONAL LIMITS OF THE CITY OF YANKTON, and set the date for the second reading and public hearing as February 23, 2015.

Action 15-43

Moved by Commissioner Gross, seconded by Commissioner Akland, to approve renewal of the multiple listing agreement with Anderson Realty, LLC, America’s Best Realty, Century 21, Discovery Realty, Lewis & Clark Realty, Shore-to-Shore Realty, and Vision Real Estate from February 2, 2015, through February 10, 2016, for city-owned development property described as: a twelve acre (approximate) industrial area located south of SAPA, north of East 15th Street, for the list price of \$123,400.00 (\$10,000.00 per acre); a 1.48 acre site located southeast of the intersection of Bill Baggs Road and Alumax Road for the list price of \$80,500.00 (approximately \$1.25 per square foot); and the remainder of Parcel B in the northwest corner of Fox Run Subdivision (just over 4 acres) for approximately \$1.00 per square foot, or a \$175,982.00 list price. (Memorandum 15-33)

Roll Call: All members present voting “Aye;” voting “Nay:” None.

Motion adopted.

Action 15-44

Moved by Commissioner Gross, seconded by Commissioner Akland, to approve the request from the South Dakota Kayak Association to allow tent camping on the grassy area in front of the Capitol Replica Building in Riverside Park on Friday, May 1, 2015, for participants in a new kayak event called the Dam-n-Back Run to be held in conjunction with the River Rendezvous and River Clean-Up events; and also on Friday, May 22, 2015, for the 5th Annual South Dakota Kayak Challenge. (Memorandum 15-28)

Roll Call: All members present voting “Aye;” voting “Nay:” None.

Motion adopted.

Action 15-45

Moved by Commissioner Gross, seconded by Commissioner Woerner, to approve the request from the Greenview Townhome Association for tax relief in the amount of \$1,520.33 for interest and penalty that was accrued on Yankton Road Tax Assessments on a parcel of land that had not been transferred by the developer to the association at the time the townhome association was put on the tax rolls. (Memorandum 15-35)

Roll Call: All members present voting "Aye;" voting "Nay:" None.

Motion adopted.

Action 15-46

Moved by Commissioner Gross, seconded by Commissioner Woerner, to approve flipping 2015 and 2016 budgeted items for Cemetery Capital Improvements Project purchases in order to allow the purchase of a John Deere Gator with canopy and windshield without box for a cost of \$24,835.00 in 2015 and the purchase of a 3/4 ton truck with snow blade for a cost of \$35,000.00 in 2016.

(Memorandum 15-17)

Roll Call: All members present voting "Aye;" voting "Nay:" None.

Motion adopted.

Action 15-47

Moved by Commissioner Woerner, seconded by Commissioner Akland, to approve the Right of Way Agreement between the City of Yankton and South Dakota Department of Transportation authorizing the purchase of property, with the City's share of cost being two-thirds and the State's share being one-third, described as Parcels 11 and 11A of Outlot 108 of the County Auditor's Plat of Outlots, from John and Pamela Frick for a total cost of \$69,370.00, that is needed for completion of the East Highway 50 Project; and to authorize the City Manager to execute associated documents.

(Memorandum 15-34)

Roll Call: All members present voting "Aye;" voting "Nay:" None.

Motion adopted.

Action 15-48

Moved by Commissioner Gross, seconded by Commissioner Woerner, to authorize the purchase of a Trimble Robotic Total Station, Data Collector, and associated appurtenances from Frontier Precision, Inc., Bismarck, North Dakota, for a cost of \$25,197.00 under the State Bid contract for the Public Works Department, Engineering Division. (Memorandum 15-24)

Roll Call: All members present voting "Aye;" voting "Nay:" None.

Motion adopted.

Action 15-49

Moved by Commissioner Gross, seconded by Commissioner Akland, to authorize the replacement of K-9 officer Grief in 2015 as outlined in Memorandum 15-31 for a cost of \$12,700.00.

Roll Call: All members present voting "Aye;" voting "Nay:" None.

Motion adopted.

Action 15-50

Moved by Commissioner Gross, seconded by Commissioner Akland, to adopt Resolution 15-05.

(Memorandum 15-32)

RESOLUTION 15-05

WHEREAS, SDCL 6-13-1 requires a municipality owning personal property which is no longer necessary, useable or suitable for municipal purposes to, by resolution, declare it surplus and may, by resolution, order the sale, trade, destruction or other disposal of said personal property.

NOW, THEREFORE, BE IT RESOLVED that the following personal property be declared no longer necessary, useful, or suitable for municipal purposes and said property shall be disposed of in accordance with SDCL 6-13-1, et sequential:

SURPLUS PROPERTY TO BE SOLD BY SEALED BIDS

1992 True Mfg. Direct Draw Beer Dispenser
Model # TDD-3 s/n 1000147
located at Fox Run Golf Course

Roll Call: All members present voting “Aye;” voting “Nay:” None.
Motion adopted.

Action 15-51

Moved by Commissioner Woerner, seconded by Commissioner Ferdig, to approve the purchase of a City Hall Gym Floor Covering system from Rush-Co, Yankton, South Dakota, for a cost of \$10,176.44. (Memorandum 15-33) Prior to a vote being taken, moved by Commissioner Gross, seconded by Commissioner Ferdig, to amend the motion to include specifying purchase of the floor covering systems with General Fund monies.

Roll Call on amendment: All members present voting “Aye;” voting “Nay:” None.
Motion adopted.

Roll Call on original motion: All members present voting “Aye;” voting “Nay:” None.
Motion adopted.

Action 15-52

Moved by Commissioner Akland, seconded by Commissioner Woerner, to approve the “First Addendum to Professional Services Agreement” between the City and Ross K. Den Herder, City Attorney, to amend the City Attorney Contract to appoint Lindsay Hovden and John Billings as Deputy City Attorneys with no additional compensation owed by the City. (Memorandum 15-36)

Roll Call: All members present voting “Aye;” voting “Nay:” None.
Motion adopted.

Action 15-53

Moved by Commissioner Woerner, seconded by Commissioner Sommer, to adjourn into Executive Session at 7:27 p.m. to discuss contractual matters.

Roll Call: All members present voting “Aye;” voting “Nay:” None.
Motion adopted.

Regular meeting of the Board of City Commissioners of the City of Yankton was reconvened by Acting Mayor Knoff.

Roll Call: Present: Commissioners Akland, Ferdig, Gross, Hoffner, Knoff, Sommer, and Woerner. City Attorney Den Herder was also present. Absent: Commissioner Bhaalid, Mayor Carda, and City Manager Nelson. Quorum present.

Action 15-54

Moved by Commissioner Akland, seconded by Commissioner Woerner, to adjourn at 7:45 p.m.

Roll Call: All members present voting "Aye;" voting "Nay:" None.

Motion adopted.

David Knoff
Acting Mayor

ATTEST:

Al Viereck
Finance Officer



OFFICE OF THE CITY MANAGER

www.cityofyankton.org

VOL. 50, NUMBER 4

Commission Information Memorandum

The Yankton City Commission meeting on Monday, February 23, 2015, will begin at 7:00 pm.

Non-Agenda Items of Interest

1) Library Update

Enclosed in your packet is an update on the various activities in the Library.

2) Human Resources Update

Lisa Dethlefsen was hired to fill the vacant part-time Library Circulation Assistant position. She started her employment on February 9.

3) Community Development Update

Included in this packet is a summary of code enforcement activities during 2014. A variety of activities including public education were undertaken over the last year. Currently the annual street tree canvas has been completed, and follow up notifications have been sent. Any required trimming will occur in February as weather permits.

4) Public Services Department Update

There have been seven accidents in the past three years at the intersection of 23rd and Green Street. The South Dakota Department of Transportation was contacted and they have added this location to the Roadway Safety Inspection (RSI) program. The State will analyze the traffic to determine if changes are warranted at this location.

March 23rd is being considered for the start of the 2015 citywide cleanup. The effort takes two weeks and this start date would allow to have the streets of the community cleared by Easter.

The South Dakota Transportation Commission approved the City of Yankton grant request for the Fox Run Trail along 31st Street. An agreement between City and State, based on the grant request, is being prepared for the City to receive the maximum allowable grant program amount of \$400,000.

Bid advertisements for the following items are enclosed with this packet:

- Annual supply of bituminous mix
- Annual supply of liquid asphalt
- Asphalt milling contract
- Contract for the installation of pavement markings

Changes to funding provided to local government units from state and federal sources is expected to be modified in this South Dakota legislative session. Attached is a letter from the Secretary of the South Dakota Department of Transportation, Darrin Bergquist, that identifies possible changes to the funding the City receives from Federal and State sources. Impacts to the City's street improvement program budget are being reviewed. Funding changes for bridges is also under consideration.

5) Fire Department Update

At the October 27, 2014 Commission meeting, the Commission approved a Homeland Security grant agreement for the purchase and installation of a storm siren to be placed at the Transfer Station. Now that all paperwork has been cleared through the South Dakota Office of Homeland Security, we will be purchasing and installing the siren. The project cost is below the amount that requires competitive bidding so we obtained 3 quotes. Danko Emergency Equipment provided the low quote. The total cost of the project is expected to be approximately \$23,250. Of that amount, up to \$22,428 is reimbursable through the grant. The balance will come from currently budgeted funds. We hope to have the siren installed within the next 2 to 4 months.

American Red Cross serving eastern South Dakota has convened several volunteer entities, corporations and organizations in the Yankton area regarding an initiative to place smoke alarms, create escape plans and share educational preparedness kits in high risk neighborhoods in Yankton. This project, locally called Growing Resilient Yankton, is a one day campaign that has also been successfully carried out in Sioux Falls and Mitchell. The Growing Resilient Yankton canvass is scheduled for April 11, 2015. Planning meetings for the event are ongoing. A press conference will be held within the next couple of weeks to provide additional information about the event.

Chief Kurtenbach and Deputy Chief Nickles attended the Local Emergency Planning Committee Meeting and the informational meeting regarding the World Youth Archery Championships.

6) Environmental Services Update

Welfl is moving forward with the Collector Well project. A portion of the raw water line has been installed. The cutting edge and the first section of the caisson has been formed and ready for concrete. Construction crews will also be completing the "dead man" anchor. The "dead man" is large pad of concrete used to anchor and pull each section of caisson down as material is removed from inside.

Staff continues to work with HDR as we move forward with the water plant design. HDR and staff are looking at options for chlorine system. Currently liquid chlorine is generated onsite at both water plant facilities. However, the onsite chlorine generation systems have been very expensive to maintain. Staff is considering onsite delivery of liquid chlorine as an alternative option. This could potentially reduce initial cost by as much as a million dollars. Staff has determined that gas chlorine is not an option due to the safety concerns and the location of the plants.

7) Finance Update

The Finance Office underwent its annual SDML Workers' Compensation payroll audit on Wednesday, February 4. The auditor reviews payroll records to establish the final premium for 2014 having paid previously on an estimated payroll for the year.

The deadline for filing nominating petitions for the City Commission vacancies is Friday, February 27 at 5:00 p.m. Individuals who have filed petitions and are officially candidates for the city commission as of Wednesday morning, February 18 are Dave Carda and Nathan Johnson. The municipal election will be held Tuesday, April 14, 2015.

Please see the enclosed Monthly Finance Report for January.

8) Police Department Update

Yankton Police will be conducting training on Active Shooters. This training is an annual training conducted in conjunction with our local schools.

We continue to monitor the rules regarding unmanned aerial crafts (drones). This is something we predict will affect our operations in the coming year.

YPD recruit Brandon Frey has completed his classroom portion of training and will move into the Field Training/Police Training section. This phase will last for 14 weeks and upon successful completion Frey will work through the summer and go to Pierre in August.

YPD is working with the state Homeland Security office regarding the upcoming Youth Archery Tournament. We're aware that there are discussions occurring at the state level regarding the event. We're confident that we'll have meetings and collaboration with some state offices.

9) Parks and Recreation Department Update

Enclosed in your packet is an update on the various activities in the Parks and Recreation Department.

10) Monthly minutes

Minutes from the Planning Commission and Airport Advisory Board are also included for your review.

Have an enjoyable weekend and do not hesitate to contact us if you have any questions about these or other issues. If you will not be able to attend the Commission meeting on Monday, please inform my office.

Sincerely,

Amy Nelson
City Manager

Yankton Community Library

Integrated Library System Update:

We completed and submitted our Data Management Profile to Atrium. Copies of all of our records, both item and patron, have been imported to Atrium from SDLN. Atrium will now work with our records and we will proof them several times. Our training date is set for March 9. After that, we are ready to go live with our new system.

Dr. Seuss Week:

We are gearing up for Dr. Seuss' birthday and a week-long celebration. Monday, March 2, is Read Across America Day. We'll "Read with the Cat" and other special guests from 2 to 4 p.m. and make-and-take Seuss crafts will also be available.

On Thursday, March 5, members of the cast of the University of South Dakota's theatre production of *Seussical, the Musical* will entertain at a 3:45 p.m. program with songs, stories, and activities and issue a reading challenge to children in attendance. The top reader will receive four free tickets to attend *Seussical, the Musical* on the USD campus in April.

2014 Code Enforcement Summary

Sidewalk Snow-A public notice to clear public sidewalks following a snow event is published annually in November. Unless the sidewalk poses a serious barrier to travel, on the first instance of the failure to clear the sidewalk after a snowfall, the property owner receives written notice of the violation and 2 days to complete the snow removal. A total of 88 sidewalk snow actions were taken, 59 properties were cleared by property owners and 29 properties were cleared by the City contractor and billed to the property. Nine unpaid sidewalk snow shoveling invoices were assessed in 2014. Our education efforts include public service announcements in local print and radio, radio news interviews, as well as information on the PEG channel. Total sidewalk snow removal actions were up in 2014 due primarily to additional snow fall compared to recent drier years.

Nuisance Vegetation-Summer 2014 was a more average year for precipitation resulting in a decrease in nuisance vegetation actions over a much wetter summer 2013. First contact with properties in violation of the vegetation ordinance is a written notice of violation normally giving five days to abate the nuisance. Staff may also post signage on the property in addition to the written notice. Cutting of vegetation was contracted 40 times and the cost of abatement invoiced to the property owner. A total of 17 properties did not pay the invoice were assessed. Efforts to increase public education included a series of public service announcements and information on the PEG channel.

Street Trees-Staff completed annual tree trimming project started in 2013. A final postcard was sent out, and remaining non-complying trees were contracted to be trimmed. Postcards were mailed to 4526 addresses in the city in October 2014 encouraging property owners to trim trees and take advantage of free street tree branch drop-off at the transfer station. Local print and radio media was also utilized to spread the message about trimming and drop-off. A city-wide canvas was completed in early December for 2014-2015 tree trimming cycle and 154 notices were mailed to property owners. A final notice has been sent to 51 properties notifying them that the City will be contracting for the trimming of any remaining nuisance tree branches in February 2015.

Abandoned Vehicles- Efforts continue to canvas the community for abandoned and dangerous vehicles and take proactive efforts to bring those vehicles into compliance. A total of 31 vehicle related actions were taken.

Yard Waste and Junk- In addition to normal abatement efforts, staff canvases the community prior to cleanup week, and place door hangers when possible. Properties remaining after clean up week and are sent notices and abated. A total of 103 actions were taken.

Signage-Education and outreach efforts continued in 2014 with community groups and businesses regarding the changes to the sign ordinances with many event and temporary signs brought into voluntary compliance. A total of 268 actions were taken.

Abandoned Dangerous Buildings-Efforts continue to abate abandoned and dangerous buildings. Staff has experienced success this year in volunteer abatements including demolition and property repair. Repairs and demolitions were undertaken by property owners as a result of an order being issued to repair or demolish.

Education-Staff education efforts surrounding sign placement, noxious vegetation, snow removal, and abandoned vehicles have included public service announcements in local print and radio media, use of the PEG channel, as well as interviews with local media outlets. Staff has presented to community organizations and service clubs.

Summary-There were a total 656 new actions in 2014 (not including annual street tree canvas). Below is a general summary of actions. In many cases a complaint may involve multiple violations, in the list below each action represent a unique case, when multiple violations are noted the action was categorized once by the most serious violation observed.

- Snow removal from sidewalks: 88 actions. 59 abated by owner after contact. Snow removal on 29 properties contracted by the city.
- Noxious vegetation actions: 157 actions. 117 abated by owner. Mowing on 40 properties contracted by the city.
- Abandoned/dangerous buildings: 9 actions. 9 properties abated by owner either by repair or demolition. No actions pending.
- Abandoned/inoperable vehicle: 31 actions. 30 vehicles abated or actions closed. 1 pending
- Junk and yard waste: 103 actions. 98 abated. 5 pending.
- Signage (right-of-way and other): 268 actions. 268 abated. 0 pending.
- Other (miscellaneous vegetation, trees, fences, zoning, etc...) 23 actions. 23 abated/closed. No actions pending.
- Tree trimming (began 2013): 256 properties out of compliance after the initial inspection, 132 property owners voluntarily trimmed trees. A second postcard was sent in early 2014 resulting in 88 more properties voluntarily complying. City contracted for trimming at 36 properties. The 2014 canvas indicated 154 properties with trees in need of trimming.

Publishing Dates: TBD

NOTICE TO BIDDERS

Sealed bids will be received by the City Commission of the City of Yankton, South Dakota, at the office of the City Finance Officer of said City until 3:00 PM or may be hand delivered to the place of opening at 3:00 PM on TBD at which time they will be publicly opened and read in Meeting Room A located at 416 Walnut Street in Yankton, South Dakota. Disposition of said bids is expected to be held on TBD after 7:00 PM, in the Technical Education Center at 1200 W. 21st Street, Yankton, South Dakota.

Bids will be received on the following:

COLD APPLIED PLASTIC PAVEMENT MARKING INSTALLATION

Estimated quantities of the installation are listed below:

TO BE DETERMINED

Copies of the specifications and bidding forms can be obtained at the office of the Public Works Manager, 700 Levee Street, Yankton, South Dakota 57078 or by telephoning (605) 668-5211. All bids must be submitted on forms provided by the City of Yankton.

Payment shall be in cash based on 90% monthly payments for all completed work including the actual cost (exclusive of overhead and profit to the contractor and subcontractors) of materials suitably stored at the site.

The City of Yankton, South Dakota reserves the right to reject any or all bids and to waive any informalities therein to determine which is the best and lowest bid and to approve the bond.

Kevin Kuhl
Director of Public Services
City of Yankton, South Dakota

Dated: TBD

-THE CITY OF YANKTON IS AN EQUAL OPPORTUNITY EMPLOYER-

Publishing Dates: February 26 and March 2, 2015

NOTICE TO BIDDERS

Sealed bids will be received by the City Commission of the City of Yankton, South Dakota, at 416 Walnut Street Yankton, South Dakota, at the office of the City Finance Officer of said City until 3:00 P.M. or may be hand delivered to the place of opening at 3:00 P. M. on the 12th day of March, 2015, at which time they will be publicly opened and read in the Second Floor Meeting Room of City Hall, Yankton, South Dakota. Disposition of said bid will be held on the 23rd day of March, 2015, at 7:00 P.M. in the City of Yankton Community Meeting Room located in the Technical Education Center at 1200 W. 21st Street, Yankton, South Dakota.

Bids will be received on the following:

ANNUAL SUPPLY BITUMINOUS MIX

Copies of the specifications may be obtained at the office of the Department of Public Services, 416 Walnut Street, Yankton, South Dakota 57078 or by telephoning (605) 668-5211.

All bids must be submitted on forms provided by the City of Yankton.

The City of Yankton, South Dakota reserves the right to reject any or all bids and to waive any informalities therein to determine which is the best and the most advantageous bid to the City, and to approve the bond, if required.

Kevin Kuhl, PE
Director of Public Services
City of Yankton, South Dakota

Dated: February 26, 2015

-THE CITY OF YANKTON IS AN EQUAL OPPORTUNITY EMPLOYER-

Publishing Dates: February 26 & March 2, 2015

NOTICE TO BIDDERS

Sealed bids will be received by the City Commission of the City of Yankton, South Dakota, at 416 Walnut Street Yankton, South Dakota, at the office of the City Finance Officer of said City until 3:00 P.M. or may be hand delivered to the place of opening at 3:00 P. M. on the 12th day of March, 2015, at which time they will be publicly opened and read in the Second Floor Meeting Room of City Hall, Yankton, South Dakota. Disposition of said bid will be held on the 23rd day of March, 2015, at 7:00 P.M. in the City of Yankton Community Meeting Room located in the Technical Education Center at 1200 W. 21st Street, Yankton, South Dakota.

Bids will be received on the following:

ANNUAL SUPPLY OF LIQUID ASPHALT

Copies of the specifications may be obtained at the office of the Department of Public Services, 416 Walnut Street, Yankton, South Dakota 57078 or by telephoning (605) 668-5211.

All bids must be submitted on forms provided by the City of Yankton.

The City of Yankton, South Dakota reserves the right to reject any or all bids and to waive any informalities therein to determine which is the best and the most advantageous bid to the City, and to approve the bond, if required.

Kevin Kuhl, PE
Director of Public Services
City of Yankton, South Dakota

Dated: February 26, 2015

Publishing Dates: TBD

NOTICE TO BIDDERS

Sealed bids will be received the City Commission of the City of Yankton, South Dakota, at the office of the City Finance Officer of said City until 3:00 PM or may be hand delivered to the place of opening at 3:00 PM on the TBD, at which time they will be publicly opened and read in the Second Floor Meeting Room located at 416 Walnut Street in Yankton, South Dakota. Disposition of said bids is expected to be held on the TBD, after 7:00 PM, in the Technical Education Center at 1200 W. 21st Street, Yankton, South Dakota.

Bids will be received on the following:

COLD MILLING ASPHALT

Estimated quantities of the asphalt milling at depths of 1.5 inches to 2.5 inches are listed below:

TO BE DETERMINED

Copies of the specifications and bidding forms can be obtained at the office of the Manager of Public Works, 700 Levee Street, Yankton, South Dakota 57078 or by telephoning (605) 668-5211. All bids must be submitted on forms provided by the City of Yankton.

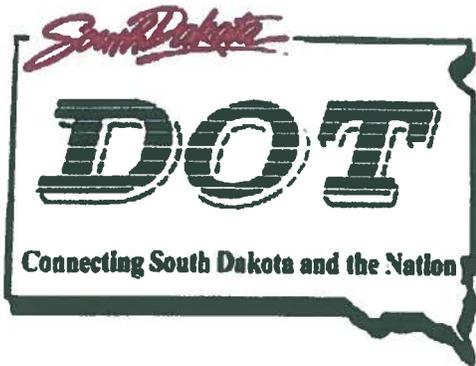
Payment shall be in cash based on 90% monthly payments for all completed work including the actual cost (exclusive of overhead and profit to the contractor and subcontractors) of materials suitably stored at the site.

The City of Yankton, South Dakota reserves the right to reject any or all bids and to waive any informalities therein to determine which is the best and lowest bid and to approve the bond.

Kevin Kuhl
Director of Public Works
City of Yankton, South Dakota

Dated: TBD

-THE CITY OF YANKTON IS AN EQUAL OPPORTUNITY EMPLOYER-



February 2, 2015

County Commissions and County Highway Superintendents
City Councils and City Engineers; Class I Cities

RE: STP HIGHWAY FUNDING

Greetings:

On December 22, 2014, I sent you a letter offering the opportunity to exchange your federal Surface Transportation Program (STP) allocation for state funds for fiscal 2015. However, in just a few short weeks, several things have changed.

In the Governor's State of the State address, he proposed the use of state funds instead of federal funds for counties and cities receiving allocations from the Department. This proposal would include the possible exchange of federal funds that local governments have accumulated in their accounts with state funds. The South Dakota Transportation Commission endorsed the proposed changes in the current program, contingent upon the availability of sufficient state funds. The details of this process have not been worked out as of yet as the proposal makes its way through the legislative process. In addition, with two major transportation funding bills in this year's legislative session, there are potentially many other positive changes in the near future regarding highway funding for both state and local roads and bridges.

In order to determine the best way to proceed, we have decided to put the previously offered funding exchange on hold at this time until those legislative issues are resolved. If you have already submitted an exchange request, we will simply hold it for now. We hope to have additional information by mid-March so that your transportation planning may proceed as necessary.

If you have questions or need additional information regarding the program, please contact Laurie Schultz at 605.773.8149.

Sincerely,

A handwritten signature in blue ink, appearing to read "D. Bergquist", is written over the typed name.

Darin P. Bergquist
Secretary

FINANCE MONTHLY REPORT

Activity	JAN 2015	JAN 2014	JAN 2015 YTD	JAN 2014 YTD
UTILITY BILLING:				
Water				
Water Sold (in gallons per 1,000)	42,817	41,893	42,871	41,893
Water Billed	\$339,651.85	\$321,483.21	\$339,651.85	\$321,483.21
Basic Water Fee/Rate per 1000 gal.	\$15.45/\$5.08	\$15.00/\$4.93		
Number of Accounts Billed	5,024	5,120	5,024	5,120
Number of Bills Mailed	5,024	5,120	5,024	5,120
Total Meters Read	5,558	5,526	5,558	5,526
Meter Changes/pulled	4	191	4	191
Total Days Meter Reading	1	2	1	2
Misreads found prior to billing	0	0	0	0
Customers requesting Rereads	0	1	0	1
Sewer				
Sewer Billed	\$254,045.17	\$232,741.62	\$254,045.17	\$232,741.62
Basic Sewer Fee/Rate per 1000 gal.	\$8.37/\$5.06	\$7.97/\$4.82		
Solid Waste				
Solid Waste Billed	\$77,013.94	\$74,424.80	\$77,013.94	\$74,424.80
Basic Solid Waste Fee	\$16.63	\$16.15		
Total Utility Billing:	\$670,710.96	\$628,649.63	\$670,710.96	\$628,649.63
Adjustment Total:	(\$117.91)	(\$125.78)	(\$117.91)	(\$125.78)
Misread Adjustments	\$0.00	(\$24.65)	\$0.00	(\$24.65)
Other Adjustments	\$12.09	(\$1.13)	\$12.09	(\$1.13)
Penalty Adjustments OFF	(\$160.00)	(\$100.00)	(\$160.00)	(\$100.00)
Penalty Adjustments ON	\$30.00	\$0.00	\$30.00	\$0.00
New Accounts/Connects	42	40	42	40
Accounts Finaled/Disconnects	41	53	41	53
New Accounts Set up	3	1	3	1
Delinquent Notices	386	375	386	375
Doorknockers	159	157	1590	157
Delinquent Call List	111	74	111	74
Notice of Termination Letters	12	18	12	18
Shut-off for Non-payment	4	0	4	0
Delinquent Notice Penalties	\$3,860.00	\$3,750.00	\$3,860.00	\$3,750.00
Doorknocker Penalties	\$1,590.00	\$1,570.00	\$1,590.00	\$1,570.00
Other Office Functions:				
Interest Income	\$5,168.62	\$5,051.04	\$5,168.62	\$5,051.04
Interest Rate-Checking Account	0.28%	0.31%		
Interest Rate-CDs	0.00%	0.00%		
# of Monthly Vendor Checks	178	188		
Payments Issued to Vendors	\$ 1,525,809.49	\$ 1,527,219.56	\$ 1,525,809.49	\$ 1,527,219.56
# of Employees on Payroll	202	201		
Monthly Payroll *	\$ 599,192.72	\$ 559,032.59	\$ 599,192.72	\$ 559,032.59

* January had 3 pay periods

Commission Information Memorandum

PARKS AND RECREATION DEPARTMENT

SUMMIT ACTIVITIES CENTER and RECREATION PROGRAMS

1st -half of February information:

Fitness Classes-	
Early Bird Boot Camp class	37 participants
Power Abs	67 participants
Prime Time Senior class	29 participants
Tabata class	46 participants
Tiny Tots Play Club	8 participants
Tot Time Child Center	0 participation
Water aerobics	126 participants
Work-Out Express class	136 participants
Yoga classes	91 participants
Zumba class	49 participants

Rentals-	
o Birthday rentals-	11 parties
o SAC courts-	11 hours
o Theater-	0 hours
o Meeting rooms-	4 hours
o City Hall courts-	19.5 hours
o Capital Building-	0 dates
o Riverside shelters-	0 rentals
o Memorial shelters-	0 rentals
o Westside shelter-	0 rentals
o Rotary outdoor classroom-	0 rentals
o Sertoma shelter-	0 rentals
o Tripp shelter-	0 rentals
o Meridian Bridge	0 rentals
SAC members-	2,261 people
SAC memberships-	943
SAC attendance-	3,859 visits
New members-	17 people

Friday, February 13, through Monday February 16- Get Up and Play Weekend.

Optimists Free Swim and Gym. 212 participants.

Healthy Yankton and Ice Association Open Skate. 178 participants.

Dollar Day Passes each day. 479 sold.

Yankton Outdoor Pool Passes sold for the 2015 season at ½ price. 219 sold.

NEW in 2015- The Summit Activities Center will be offering American Red Cross Swimming Lessons DURING THE SPRING. The classes will be held Saturday mornings and will run from Saturday, March 28 through Saturday, May 2, 2015. Swim lessons will include Preschool, and Red Cross Level 1 through Level 3. Registration for current Summit Activities Center members will begin Monday, March 9, 2015 during normal business hours. Registration for the general public and online registration will begin Tuesday, March 10 at 11 a.m.

The Recreation Department will host the Special Olympics Southeast Region basketball tournament at the SAC on Saturday, February 21.

Todd is working with the NFAA and the CVB in regards to the 2015 Youth World Archery Tournament.

Todd is working on the 2015 Ribfest event. Saturday, June 6.

P&R Department CIM

Page 1 of 2

The Christmas Decorations proposal has been advertised. Bid opening for the proposals will be Tuesday, March 10. The bids will be brought to the Commission for discussion, approval or disapproval, and if approved a funding source agreed upon. Discounted pricing is in place for orders placed before March 31, 2015, so the bid process fits into this time frame for the best possible bids.

PARKS

At the Capitol Replica Building, Bob Wubben and Mike VanWinkle have applied three coats of an oil-based clear-coat finish over the floor to help protect it. As a part of this project the Parks Department have replaced the heat register covers as the old wood ones were broken. The department will also be replacing the broken or mismatched globes in the light fixtures to get them to uniform throughout the building. The Department will work with the Dakota Territorial Museum to update the pictures and descriptions that can be found on the walls inside the building. Next winter the department will consider painting the walls inside the building to freshen up the building.

The Parks Department is working with Mt. Marty Baseball to have college baseball games in Yankton at Riverside Field already on Friday, February 20. Mt. Marty has been receiving calls in regards to scheduling games against them from other area teams since the field now has turf and the area teams want to get games in. If the weather temperatures are decent, there will be an effort to have games at the field on Friday, February 27, and Saturday, February 28.

The Parks Department is maintaining City owned sidewalks when it comes to snow and ice removal.

The Parks Department is working with the Street Department to take down dead, diseased, or hazardous trees on City property and in street ROW's. They are also trimming trees in the parks.

The Parks Department has stopped maintaining the skating areas at both Tripp Park and Sertoma Park due to the extended warm daytime temperatures.

TRAILS

The Parks Department is maintaining the Auld-Brokaw trail when it comes to snow and ice removal.

GOLF

Fox Run had 19 annual passes enrolled in the payment plan that began with a February payment and then will have three more months of payments (March, April, and May).

Fox Run Golf Course is offering a payment plan again for the 2015 season pass. Those that sign-up for a season pass by March 10, 2015 can have the total split into three payments in March, April, and May.

The golf simulator is available for play at the Fox Run clubhouse. Call the Clubhouse to reserve tee-times.

City of Yankton
Airport Advisory Board Meeting Notes
for
January 21, 2015
(approved)

ROLL CALL:

Present – Jim Cox, Roger Huntley, Brad Woerner, Dawn Steffes, Steve Hamilton, Mark Yonke, and George Munn, Jr.

Also Present – Kevin Kuhl, Chris Nelson, Al Viereck, and Mike Roinstad

Absent – Amy Nelson

MINUTES – November 19, 2014

MOTION – It was moved to approve the minutes by Roger Huntley and seconded by Steve Hamilton to approve the November 19, 2014, meeting minutes.

Monthly Fuel Report

For the month of December fuel report, there were 38 transactions and sold 1,570 gallons, which compared to 4,441 gallons last year.

Fly In Capabilities

There are 5 locations for the Fly-in, 4 cities are chosen, one city remains the same each year. The closest city to us that was chosen is in Minnesota, which is 10 miles north of Minneapolis. 4 of the 5 cities have towers.

Mid-field Fly-in Accommodations

Douglas / Wilson Road will be worked on this summer. The City will be worked on an area, leveling it out, putting gravel down, it may move into the airport land temporarily. The Engineer is still working on all the details.

KLJ Newsletter

Munn, Yonke and Steffes are not currently receiving the newsletter. Colleen will get this taken care of.

Security

Munn asked about the installation of security cameras on the field. Roinstad advised that TSA visits once a year and advises on security improvements, however, they have not made any suggestions towards cameras. The costs of cameras will be checked.

ADJOURNMENT

MOTION – It was moved to adjourn by Huntley and seconded by Yonke

VOTE – Voting “Aye” – all members present. Voting “Nay” – none.

MOTION – PASSED

CITY of YANKTON
PLANNING COMMISSION MEETING MINUTES
for
February 9, 2015

The meeting was called to order at 5:30 p.m. by Chairman Wenande

ROLL CALL:

Present – Chris Ferdig, Deb Specht, Marc Mooney, Jon Economy, Steve Pier, Bruce Viau, Dr. Scott Shindler City Commissioner Chris Ferdig, ETJ Member Mike Welch and Brad Wenande.

Absent: Greg Homstad

Chairman Wenande asked for approval of the January 12, 2015, regular meeting minutes.

15-05 **MINUTES** – January 12, 2015

MOTION – It was moved by Commissioner Shindler and seconded by Commissioner Healy to approve the January 12, 2015, meeting minutes.

VOTE – Voting “Aye” – all members present. Voting “Nay” – none.

MOTION – PASSED

Chairman Wenande read the action item for a public hearing to consider a City initiated rezoning from I-1 Industrial to R-4 Multiple Family Residential on Lot 1A & E2 Lot 1 & E8' N7.5' of the vacated alley adjacent to Lot 1, Block 8, Wetmore and Stewart Addition to the City of Yankton, South Dakota. Address, 817 Walnut Street. Patricia L. Miller, owner. Mr. Mingo advised that this is a housekeeping matter. The property in question has had the same owner for many years, however, they have now listed the property for sale and potential buyers are having financing issues due to how the property is zoned. The zoning on the property could cause problems for the neighbors as well. Mr. Mingo advised that he received four phone calls regarding the rezoning, most of which were general questions, and none of the calls were recommending disapproval of the rezoning. Staff recommends approval.

15-06 **MOTION** – It was moved by Commissioner Viau and seconded by Commissioner Mooney to approve the City initiated rezoning from I-1 Industrial to R-4 Multiple Family Residential on Lot 1A & E2 Lot 1 & E8' N7.5' of the vacated alley adjacent to Lot 1, Block 8, Wetmore and Stewart Addition to the City of Yankton, South Dakota. Address, 817 Walnut Street. Patricia L. Miller, owner

VOTE – Voting “Aye” – all members present. Voting “Nay” – none.

MOTION – PASSED

Building permits: Typical January.

Moving forward with Highway 50 project, staying on time, Burleigh to Broadway will be completed this year. Sidewalks will be on both sides.

Past agenda items have been approved.

15-07 **ADJOURNMENT**

MOTION – It was moved by Commissioner Pier and seconded by Commissioner Economy to adjourn at 5:50 p.m.

VOTE – Voting “Aye” – all members present. Voting “Nay” – none.

MOTION – PASSED

Respectfully submitted,

Dave Mingo
Secretary

Ordinance No. ~~97212~~

An Ordinance amending the regulation of discharge of weapons within the jurisdictional limits of the City of Yankton. Be it ordained that:

CHAPTER 16 – OFFENSES – MISCELLANEOUS

ARTICLE II – OFFENSES AGAINST THE PUBLIC PEACE

Sec. 16-23. - Discharge of weapons.

It shall be unlawful for any person to discharge or shoot off any description of firearm, or use for any purpose any slingshot or other device for throwing or forcing through the air missiles or projectiles of any character; however, this section shall not apply to any law enforcement officer in the discharge of his duty, or to any persons pre-authorized by the city manager for specific dates, times, and places.

The discharge of arrows shall be permitted only at a Temporary or Conditional Use Archery Range or an Established Archery Range. An Established Archery Range is defined as an approved location determined to be an archery range that:

- (a) meets all the safety requirements of the National Field Archery Association of the United States, Inc. (NFAA); ~~provided that the inspected, official archery range has been~~
- (b) has been inspected by a certified NFAA archery range inspector;
- (c) is a certified affiliate archery range of the NFAA; and
- (d) is approved by the board of city commissioners.

The requirement that an Established Archery Range be a certified affiliate archery range of the NFAA shall not apply to any archery range approved by the board of city commissioners prior to May 1, 2015.

A Temporary or Conditional Use Archery Range is defined as an archery range that:

- (a) meets all the safety requirements of the NFAA;
- (b) is operated or overseen by NFAA staff or an NFAA certified archery coach; and

(c) is not open to the general public, or is in use for a limited period of no longer than seventy-two (72) hours.

The discharge of shotguns used on skeet shooting or shot gunning facilities shall also be permitted provided that said facility is permitted in the zoning district and has been approved by the board of city commissioners under the conditional uses and structures provision of the city's zoning ordinance.

NOTICE OF HEARING UPON APPLICATION
FOR SALE OF ALCOHOLIC BEVERAGES

NOTICE IS HEREBY GIVEN that an application has been received by the Board of City Commissioners of the City of Yankton, South Dakota, for a Special Events (on-sale) Liquor License for March 10, 2015 from Chamber of Commerce, (Carmen Schramm, Director) d/b/a Chamber of Commerce, Yankton Area Ice Association, 901 Whiting Drive, Yankton, S.D.

NOTICE IS FURTHER GIVEN that a Public Hearing upon the application will be held on Monday, March 9th, 2015, at 7:00 p.m. in the City of Yankton Community Meeting Room at the Technical Education Center, 1200 West 21st Street, Yankton, South Dakota, where any person or persons interested in the approval or rejection of the above application may appear and be heard.

Dated at Yankton, South Dakota,
this 23rd day of February, 2015.



Al Viereck
FINANCE OFFICER

____ Voice vote

NOTICE OF HEARING UPON APPLICATION
FOR SALE OF ALCOHOLIC BEVERAGES

NOTICE IS HEREBY GIVEN that an application has been received by the Board of City Commissioners of the City of Yankton, South Dakota, for a Special Events (on-sale) Liquor License for April 14, 2015 from Chamber of Commerce, (Carmen Schramm, Director) d/b/a Chamber of Commerce, Abilities Building Services, 909 W. 23rd Street, Yankton, S.D.

NOTICE IS FURTHER GIVEN that a Public Hearing upon the application will be held on Monday, March 9, 2015, at 7:00 p.m. in the City of Yankton Community Meeting Room at the Technical Education Center, 1200 West 21st Street, Yankton, South Dakota, where any person or persons interested in the approval or rejection of the above application may appear and be heard.

Dated at Yankton, South Dakota,
this 23rd day of February, 2015.



Al Viereck
FINANCE OFFICER

____ Voice vote

NOTICE OF HEARING UPON APPLICATION
FOR SALE OF ALCOHOLIC BEVERAGES

NOTICE IS HEREBY GIVEN that an application has been received by the Board of City Commissioners of the City of Yankton, South Dakota, for a Special Events (on-sale) Liquor License for September 8, 2015 from Chamber of Commerce, (Carmen Schramm, Director) d/b/a Chamber of Commerce, United Way, Avera Pavilion, 409 Summit Street, Yankton, S.D.

NOTICE IS FURTHER GIVEN that a Public Hearing upon the application will be held on Monday, March 9, 2015, at 7:00 p.m. in the City of Yankton Community Meeting Room at the Technical Education Center, 1200 West 21st Street, Yankton, South Dakota, where any person or persons interested in the approval or rejection of the above application may appear and be heard.

Dated at Yankton, South Dakota,
this 23rd day of February, 2015.



Al Viereck
FINANCE OFFICER

____ Voice vote

NOTICE OF HEARING UPON APPLICATION
FOR SALE OF ALCOHOLIC BEVERAGES

NOTICE IS HEREBY GIVEN that an application has been received by the Board of City Commissioners of the City of Yankton, South Dakota, for a Special Events (on-sale) Liquor License for October 13, 2015 from Chamber of Commerce, (Carmen Schramm, Director) d/b/a Chamber of Commerce, Broadway Chrysler, 2720 Broadway Street, Yankton, S.D.

NOTICE IS FURTHER GIVEN that a Public Hearing upon the application will be held on Monday, March 9, 2015, at 7:00 p.m. in the City of Yankton Community Meeting Room at the Technical Education Center, 1200 West 21st Street, Yankton, South Dakota, where any person or persons interested in the approval or rejection of the above application may appear and be heard.

Dated at Yankton, South Dakota,
this 23rd day of February, 2015.



Al Viereck
FINANCE OFFICER

NOTICE OF HEARING UPON APPLICATION
FOR SALE OF ALCOHOLIC BEVERAGES

NOTICE IS HEREBY GIVEN that an application has been received by the Board of City Commissioners of the City of Yankton, South Dakota, for a Special Events (on-sale) Liquor License for December 8, 2015 from Chamber of Commerce, (Carmen Schramm, Director) d/b/a Chamber of Commerce, Avera Sacred Heart Hospital, 501 Summit Street, Yankton, S.D.

NOTICE IS FURTHER GIVEN that a Public Hearing upon the application will be held on Monday, March 9, 2015, at 7:00 p.m. in the City of Yankton Community Meeting Room at the Technical Education Center, 1200 West 21st Street, Yankton, South Dakota, where any person or persons interested in the approval or rejection of the above application may appear and be heard.

Dated at Yankton, South Dakota,
this 23rd day of February, 2015.



Al Viereck
FINANCE OFFICER

NOTICE OF HEARING UPON APPLICATION
FOR SALE OF ALCOHOLIC BEVERAGES

NOTICE IS HEREBY GIVEN that an application has been received by the Board of City Commissioners of the City of Yankton, South Dakota, for a Special Malt Beverage (on-sale) Retailers License for 1 day, March 20, 2015, from Knights of Columbus, (Richard Leyden, Secretary), 2700 Broadway, Yankton, S.D

NOTICE IS FURTHER GIVEN that a Public Hearing upon the application will be held on Monday, March 9, 2015 at 7:00 p.m. in the City of Yankton Community Meeting Room at the Technical Education Center, 1200 West 21st Street, Yankton, South Dakota, where any person or persons interested in the approval or rejection of the above application may appear and be heard.

Dated at Yankton, South Dakota,
this 23rd day of February.



Al Viereck
FINANCE OFFICER

Memorandum #15-38

To: City Manager
From: Finance Department
Date: February 9, 2015
Subject: Special Events Malt Beverage/Wine License-The Center

We have received an application for a Special Malt Beverage (on-sale) Retailers License and a Special (on-sale) Wine Retailers License for 1 day, March 21, 2015, from The Center (Christy Hauer, Executive Director), 900 Whiting Drive, Yankton, S.D.

The above applicant is in compliance with the City Code of Ordinances, as checked by the Department of Finance. A police check on the applicant revealed no felony convictions or wants. The applicant is in compliance with all building and fire codes.



Al Viereck
Finance Officer

Memorandum #15-39

To: City Manager
From: Finance Department
Date: February 9, 2015
Subject: Special Events Malt Beverage/Wine License-The Center

We have received an application for a Special Malt Beverage (on-sale) Retailers License and a Special (on-sale) Wine Retailers License for 1 day, April 18, 2015, from The Center (Christy Hauer, Executive Director), 900 Whiting Drive, Yankton, S.D.

The above applicant is in compliance with the City Code of Ordinances, as checked by the Department of Finance. A police check on the applicant revealed no felony convictions or wants. The applicant is in compliance with all building and fire codes.



Al Viereck
Finance Officer

Memorandum #15-40

To: City Manager
From: Finance Department
Date: February 9, 2015
Subject: Special Events Malt Beverage/Wine License-The Center

We have received an application for a Special Malt Beverage (on-sale) Retailers License and a Special (on-sale) Wine Retailers License for 1 day, May 2, 2015, from The Center (Christy Hauer, Executive Director), 900 Whiting Drive, Yankton, S.D.

The above applicant is in compliance with the City Code of Ordinances, as checked by the Department of Finance. A police check on the applicant revealed no felony convictions or wants. The applicant is in compliance with all building and fire codes.



Al Viereck
Finance Officer

Memorandum #15-41

To: City Manager
From: Finance Department
Date: February 9, 2015
Subject: Special Events Malt Beverage/Wine License-The Center

We have received an application for a Special Malt Beverage (on-sale) Retailers License and a Special (on-sale) Wine Retailers License for 1 day, July 25, 2015, from The Center (Christy Hauer, Executive Director), 900 Whiting Drive, Yankton, S.D.

The above applicant is in compliance with the City Code of Ordinances, as checked by the Department of Finance. A police check on the applicant revealed no felony convictions or wants. The applicant is in compliance with all building and fire codes.



Al Viereck
Finance Officer

Memorandum No. 15-42

TO: Mayor and City Commissioners

FROM: Amy Nelson, City Manager

RE: Archery Ordinance

DATE: February 18, 2015

During a recent application process for a new archery range within the City limits, it was brought to our attention the need to clarify the language in our current ordinance.

Recommendation: Staff recommends that the City Commission discuss the ordinance, and adopt the new language.

Ordinance No. ~~97212~~

An Ordinance amending the regulation of discharge of weapons within the jurisdictional limits of the City of Yankton. Be it ordained that:

CHAPTER 16 – OFFENSES – MISCELLANEOUS

ARTICLE II – OFFENSES AGAINST THE PUBLIC PEACE

Sec. 16-23. - Discharge of weapons.

It shall be unlawful for any person to discharge or shoot off any description of firearm, or use for any purpose any slingshot or other device for throwing or forcing through the air missiles or projectiles of any character; however, this section shall not apply to any law enforcement officer in the discharge of his duty, or to any persons pre-authorized by the city manager for specific dates, times, and places.

The discharge of arrows shall be permitted only at a Temporary or Conditional Use Archery Range or an Established Archery Range. An Established Archery Range is defined as an approved location determined to be an archery range that:

- (a) meets all the safety requirements of the National Field Archery Association of the United States, Inc. (NFAA); ~~provided that the inspected, official archery range has been~~
- (b) has been inspected by a certified NFAA archery range inspector;
- (c) is a certified affiliate archery range of the NFAA; and
- (d) is approved by the board of city commissioners.

The requirement that an Established Archery Range be a certified affiliate archery range of the NFAA shall not apply to any archery range approved by the board of city commissioners prior to May 1, 2015.

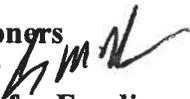
A Temporary or Conditional Use Archery Range is defined as an archery range that:

- (a) meets all the safety requirements of the NFAA;
- (b) is operated or overseen by NFAA staff or an NFAA certified archery coach; and

(c) is not open to the general public, or is in use for a limited period of no longer than seventy-two (72) hours.

The discharge of shotguns used on skeet shooting or shot gunning facilities shall also be permitted provided that said facility is permitted in the zoning district and has been approved by the board of city commissioners under the conditional uses and structures provision of the city's zoning ordinance.

Memorandum No. 15-43

TO: Mayor and City Commissioners
FROM: Amy Nelson, City Manager 
RE: Boys & Girls Club Request for Funding
DATE: February 17, 2015

Attached, you will find a letter of request for funds from Vanessa Merhib, Executive Director of the Yankton Boys & Girls Club. The Yankton Boys & Girls Club is requesting a gift of \$5,000 to support impact driving program for its youth and a \$200,000 gift for its capital project campaign. The \$200,000 gift will be utilized toward financing a new facility to be located north of the Yankton Middle School.

These requests are not currently budgeted.

In discussing the contribution to the capital campaign, the Boys & Girls Club is amenable to a phased contribution.

A Yankton Boys and Girls Club Board Member and staff will be in attendance to present the project and answer any questions you may have.

Recommendation: It is recommended that the City Commission listen to the presentation from the Yankton Boys & Girls Club and send the request to the Outside Agency Committee to develop a recommendation to the full Commission to consider at a future date.



BOYS & GIRLS CLUB

serving Brookings,
Moody County & Yankton

605.692.3333 | 1126 Southland Lane | Brookings, South Dakota 57006 | www.greatfuturesd.org

January 28, 2015

Attn: Amy Nelson
City of Yankton
416 Walnut
Yankton, SD 57078

Dear Ms. Nelson,

The Boys & Girls Club of Yankton provides the Yankton area youth with high quality before and after school programs focused on Academic Success, Character & Leadership, and Healthy Lifestyles. Our mission is to inspire and enable all young people, especially those who need us most, to realize their full potential as productive, responsible, and caring citizens.

Our goal is to provide the community an opportunity to invest in future citizens and leaders. Currently, over 150 kids come through our doors every day and participate in programming that helps them to realize their full potential. All programs are offered at a price that is affordable for every family so that every child has an opportunity to grow. Our before and after school program is so important for the employees in Yankton, especially for dual working families in Yankton.

Since inception of the Club, the Advisory Council has had a vision of serving more youth, more often in Yankton. In January of this year, we announced a Capital Campaign to build the first permanent home for the Club and provide a safe, positive place for all youth in grades 1-12. In addition to providing a service to families, we will also be adding a new building and additional jobs in Yankton.

We thank you, the City of Yankton, for your continued support of the Boys & Girls Club of Yankton. We ask that you consider a gift of \$5,000 to support impact driven programming for Yankton's youth and a \$200,000 gift to the Capital project.

If you have any questions or would like a tour of our facility, please let me know.

Thank you for all you do for Yankton.

Sincerely,

Vanessa Merhib
Executive Director



Capital Funds Request Proposal

To: City of Yankton

Applicant: Boys & Girls Club of Yankton

Amount Requested: \$200,000

Contact Information: Vanessa Merhib **Phone:** 692-3333 **e-mail:** vmerhib@greatufuturesd.org

A. Project Description

In January 2009 the Boys & Girls Club of Yankton opened under the mission “to inspire and enable all young people, especially those who need us most, to realize their full potential as productive, responsible and caring citizens,” and within that year, the Club became the only before and after school program for youth in Yankton. Today the Boys & Girls Club of Yankton is serving more than 650 (220 Traditional Unit) youth annually (9%--Native American, 6%--Multi-Racial, 79%--Caucasian, 2%--Hispanic/Latino, 1% African American) (60% low-moderate income) with a \$25-a-year membership fee. The Boys & Girls Club of Yankton continues to serve more youth, kindergarten through 12th grade, and run high quality youth impact programs focusing on academic success, character/leadership and healthy lifestyles after school and all summer long, but we have yet to have a permanent home.

In 2012, the Boys & Girls Club began a new partnership and started focusing on serving more youth, more often with specific priority outcomes that were based on variables and needs in the community. Although we have appreciated the home on Broadway, membership growth, high rental rates, lack of room for quiet educational space and traffic concerns along Broadway has prompted the Board to seek a permanent home for the Club. In fall of 2014, the Boys & Girls Club has an opportunity to enter into a long term lease on land located next to the Yankton Middle School which would provide ample space in a neighborhood setting for the Club.

The Yankton Advisory Council voted to build on the property next to the Middle School based on the accessibility of the Club for youth due to location to the school, sustainability of the programs and ownership so priority can always be on the youth. The Corporate Board of Directors supported the Yankton Advisory Council’s decision and voted for the building project to take place. The project will be a \$4 million capital project with a \$3 million endowment campaign. The final discussion and vote from the school board for the land will take place as additional funds for the project are secured.

Currently the project has pledged at least \$2,900,000 in capital funding and \$1,900,000 in endowment funding to sustain. We are asking the city’s support of \$200,000 to build as well as continued operating support. The public fundraising campaign began in January of 2015.

B. Need/Problem Identification

The existing conditions in Yankton, SD include:

1. **Socio-Economic Factors:** Currently in the Yankton School District, the percentage of students receiving benefits under the Free and Reduced Lunch Program has been on the rise each year for the last five years. This could also be due to the fact that, while the economy in Yankton has slowly recovered since the recession of 2008, incomes have not risen consistently with the consumer price index. The table below illustrates the increase in demand for assistance for families in need:

Economic Indicators			
TAND Participation	2011	2012	2013
Families	37	29	33
Recipients	72	64	78
Children	59	53	64
Average \$ Per Family	\$364	\$376	\$403
Supplemental Nutrition Assistance Program (SNAP) FY Avg.	2011	2012	2013
Households	1,118	1,171	1,195
Recipients	2,385	2,426	2,419
Average \$ /month/recipient	\$128	\$131	\$132
Age Distribution (2013)	SNAP	Medicaid	
0-4 (SNAP) 0-5 (Medicaid)	332	655	
5-13 (SNAP) 6-13 (Medicaid)	500	716	
14-16 (SNAP) 14-18 (Medicaid)	146	322	

Source: SD Kids Count Fact Book, USD, 2013

2. Space Demands:

The major need we address is a physical and permanent place to provide services. The youth of Yankton have no other year-round option to attend a facility-based program that allows them to build positive adult relationships. The most common option for youth if not choosing to attend the Club, is to be unsupervised for the hours between afterschool and eight o'clock. There is strong need in the community to offer something to do afterschool and into the evening that is safe, fun and educational.

Currently, 66% of the members come from a low-moderate income level, we know that many members are living with dual working parents, single parents, and grandparents. The most influential time in a child's life is between three and eight o'clock, and no matter what age, from the time children are dismissing from school until the time their parents arrive home. In those hours, friends, media and their local neighborhood are influencing them. It is during this time children are at greater susceptibility to peer pressure resulting in alcohol abuse, smoking and sexual experimentation. When children go unsupervised, their sense of belonging, usefulness, competence, power and influence are dismissed. Today's youth join gangs and give into negative peer pressure for the same reason others enjoy coming to the Club. Their sense of belonging, usefulness, competence, power and influence are being met, however; the Club gives the youth and the community the tools and skills for a brighter future, and we want to ensure this organization can continue to do so by having a permanent facility.

The current site simply does not have the space to provide all of the potential programming and services that could be offered to Yankton residents. Some of the issues with programming and services include:

- a. Tutoring – Currently, Boys & Girls Club Staff cannot offer tutoring programs at its main site. The members must get tutoring services at other locations in the City, making it inefficient to give the members the best possible educational assistance. Tutoring must be done in a secluded, private setting in order for the student to gain the most assistance from the tutor. The proposed site would provide adequate space for tutoring services.
- b. Teen Court – Currently, staff hold Teen Court in a separate location, simply because there is not adequate space at the Broadway site. The new facility would offer the chance to hold Teen Court within the building and making staff workflow more efficient.
- c. Junior/Senior High Students – The space at the Broadway location is not adequate enough to serve junior and senior high students separately. The optimal situation is to have separate spaces for junior high and senior high students. Right now, there are social challenges in having a fifth grader in the same club room as a twelfth grader. The younger student(s) feel "intimidated" by the older students while the older students

feel as though they are unfairly sharing the space with younger students. Having separate spaces for each age group may actually increase club membership and participation.

- d. Location of the Current Site – The Club has been blessed to be at a place in Yankton, which is its current location on Broadway Avenue in Yankton. However, the site does not allow for Club growth and its current capacity to serve the Youth is limited. Broadway Avenue is the main north-south thoroughfare in Yankton. DOT traffic counts show that nearly 18,000 autos and 750 trucks pass by the Club’s location every day. This “commercial” setting does not provide for a rich learning or social environment for the Youth. The image at right illustrates the Club’s tight location on Broadway. The site also does not have any green space (other than some shrubbery along the Broadway frontage). The Club must transport the children to nearby parks, either by walking or bus. The potential site at the Yankton Middle School is perfectly located near Memorial Park.

D. Benefit/Ability to Solve Identified Problems

The Boys & Girls Club of Yankton has a five year history of successful, competent, well trained and passionate staff. In addition, a local Board of Directors dedicated to serving youth who need it most.

In the above need statement, there were numerous examples of how the Club has experienced and will address the identified problems. The one factor stopping the Boys & Girls Club from continuing to have increased impact and reach more youth of low/moderate income is space.

The Boys & Girls Club Yankton Board and Staff have not turned down a challenge in the areas of serving youth who need it most in our communities. Identifying the challenges and doing something about it, is a large part of our success and impact.

The Club’s mission and vision are a perfect fit for the development of youth services in Yankton:

Mission:

"To inspire and enable all young people, especially those who need us most, to realize their full potential as productive, responsible and caring citizens."

Vision

We strive to impact more youth with a highly qualified staff who will provide the programming for academic success, healthy lifestyles, good character and leadership.

The Boys & Girls Club benefits and solves problems in the following areas:

1. Economic Opportunity— Having a facility based program that runs after school and during the summer allows parents/guardians to secure and maintain jobs, for they know their child(ren) are in a safe and positive environment. This benefits both the employer and the employee, for work performance has a direct correlation with family stress. We know many of our members have parents/guardians that commute to surrounding areas like Sioux City and Sioux Falls, therefore our late hours allow parents to not rush their commute home, for they know their child(ren) are receiving care, completing homework, engaging in the arts, learning how to socialize and more. The Boys & Girls Club allows parents to have one less stress.

In addition, the Boys & Girls Club creates an environment of give back, 82% of Club Alumni stated the Club helped them develop a sense of responsibility to give back to their community.

2. Social Networks –The Boys & Girls Club not only gives youth a place to develop positive adult relationships and youth friendships, it is also a place for parents to develop support networks under a common mission. For youth

who attend, 85% polled said the Club gave them a sense of belonging. An overwhelming majority say the Club was one of the best things available in their community (90%) and most say it was the only place to go after school in their neighborhood (60%).*

3. Services and Support –The Boys & Girls Club provides many families with services and support. Not only are we affordable and open afterschool, no-school days and throughout the summer, we focus on providing services were we feel families need the most support. Throughout the school year, a heavy focus on academic success programs allows members to receive free tutoring, mentoring and homework help. We have also established literacy programs and Lakota language classes. We also offer nutrition programs, diabetes & tobacco prevention programs, wellness programs and sports clinics. Youth also are provided arts programs ranging from Club plays/musicals to visual arts. Our Club is very connected to the community and state, so if other needs for youth and/or families have been identified the Club will collaborate with entities to ensure support for our members. From the Harris Poll, 57% polled said participating in the Club really saved their life.
4. Academic Success –Boys & Girls Club of America conducted a national Harris Poll of Boys & Girls Club Alumni and found that members who belonged to a Club and attended three or more days a week had a 90% graduation rate and 70% said the Club helped them to discover subject areas of interest.
5. Character/Citizenship—97% of Club members polled in the national Harris Poll stated the Club created their attitude towards civic engagement and felt it was important to be a good citizen. 43% of BGCA Alumni when served had volunteered time to charity in the past 12 months versus the national benchmark of 30%.
6. Healthy Lifestyles –Since 66% of our membership comes from a low-moderate income level, the option for those youth to participate in extracurricular are sparse. The Boys & Girls Club annual conducts sports programs, a youth triathlon and daily wellness activities to ensure youth the opportunity to participate in team and individual sports and activities. Also with childhood obesity on the rise, the importance of exercise and nutrition are incorporated to our weekly programs. Lastly, at-risk behaviors such as alcohol, drugs and pre-mature sex are addressed to prevention programs, such as Clubs Against Tobacco (C.A.T) a program supported by the South Dakota Department of Health.
7. Teen involvement—With the development of a Teen Center within the plans of the new facility, Club staff will be able to outreach to teens and create teen oriented programs. Boys & Girls Club conducts national teen leadership groups “Torch” and “Keystone” that focus on education, community, college and career exploration. This would provide a safe environment for teens to grow and develop into leaders.

The staff of the Boys & Girls Club completed a strategic plan which addressed operational, program, and spatial issues of the Club in Yankton. In the plan, it was noted that more space is a high priority.

Club members who attend the Yankton Elementary Schools will benefit by being able to be transported to the new site because the School District’s busses travel to the Middle School at the end of the school day.

Recognition & Ability:

The Boys & Girls Club of Yankton is part of a three community Club organization, which includes the Boys & Girls Club of Moody County and the Boys & Girls Club of Brookings. Some of our overall accomplishments include:

- In 2011 the Club “Power Up,” Summer School program won a National Merit award through Boys & Girls Club of America for its community impact and success in creating academic success in those who need it most.

- In addition, in 2010 the Boys & Girls Club won the South Dakota Voices for Children award for Champion of Youth.
- In 2006, 2007, 2008, 2009 and 2011 a Boys & Girls Club of Yankton Board Volunteer won the volunteer of the year award out of over 300 volunteers in the states of North Dakota, South Dakota and Minnesota. Board Members of the Boys & Girls Club are recognized nationally, presenting at leadership conferences across the country on how to create and maintain a create board of directors.
- In 2010 the Boys & Girls Club Legislative Event won the Area Council Excellence in programming award.
- Executive Director, Vanessa Merhib won the 2008 Vision & Spirit for excellence in executive leadership for a new executive within five years of service to Boys & Girls Clubs. The leadership team of the Boys & Girls Club is a progressive, forward thinking and action taking group in the area of youth development.
- The Boys & Girls Club of Yankton in five years has grown from a \$120,000 annual operating organization, to over a \$600,000 organization.
- The Boys & Girls Club of Yankton consistently achieved its fundraising goals and has been excellent partners with United Way, School District, the court system and many other collaborators in the community.

The ability for the management team and Board of Directors of the Club to complete an expansion program in Yankton is unquestionable. The investment in this project is one that will be guaranteed to have return and impact.

E. Project Design/Proposed Method of Accomplishment

A cost estimate for the renovation has been developed by Mannes Architects of Yankton, who has had considerable design experience in educational and community facilities such as the proposed Club building. The estimated project cost of \$4,000,000 represents a cost-effective solution to the problems identified in Section C.

A tentative time schedule for project construction is as follows:

November 2014	- CDBG funds awarded
March 2015	- Environmental clearance obtained
April 2015	- Plans and Specs approved by GOED
May 2015	- Bids let
September 2015	- Construction begins
March 2016	- Construction completed
May 2016	- Administrative close-out

There are no problems foreseen that could delay the project. The future Club site (north of the Yankton Middle School) has been examined by Mannes Architects and there appear to be no issues or problems that might complicate the proposed project. The local share of financing for the project is in place, and the CDBG funds will enable the project to be completed as proposed according to the schedule above.

The overall goal is that the Boys & Girls Club of Yankton County will be a financially self-sufficient organization that will be facility based and a positive, safe place for youth from the city and county.

- The Club also identified membership goals to serve 65 youth in the teen center and 100 in the new 1st through 5th grade space on an average daily basis throughout the school year and 50 in the teen center and 75 in the new 1st

through 5th grade space during summer months. Another goal is to have 700 total members, both in Academy and Traditional sites, and to provide highly impactful programming to the members in the area of academic success, good character/leadership and healthy lifestyles. We can expect to meet these goals because the new Club building will provide the space to grow our membership and daily attendance.

- Our immediate effect is providing a safe and positive place for youth go to after school, grade to grade graduation, improved grades, purposeful thinking, high self-esteem, prevention of at-risk behaviors, prevention in diseases like diabetes and obesity, and happier and more productive youth.
- Our long-term effect is adults who are meeting their full potential as productive, responsible and caring citizens.
- Specific outcomes of the project include:
 - Permanent Boys & Girls Club Facility
 - Youth programming options in a variety of recreational areas
 - Age appropriate spaces for kindergarten to 12th grade
 - Teen Center
 - Increase in membership
 - Increased level of service—longer hours
 - Efficient transportation services
 - Ability to host night and weekend programs
 - Ability to host events

F. Project Funding

The Boys & Girls Club of Yankton has a diversified annual operating budget and wide community support. The Boys & Girls Club membership is \$25.00 a year. The rest of the funds to annually operate the Boys & Girls Club come from diversified income. Contributors annually include the City, individual donors, business donors, pass through grants from Boys & Girls Club of America, state prevention funds and foundation grants.

We will continue to request annual support through all of the above entities, as well as capital support. We feel that is one of the main reasons an investment in our Club is a good investment for the State of South Dakota. We have worked hard to sustain ourselves, be efficient with our monies and to create collaboration in the best interest of the youth in our community.

- Total Project Costs
 - Capital
 - \$4 million
 - Endowment
 - \$3 million
- Committed Donations
 - Capital
 - \$2,900,000
 - Yankton School District—99 year lease of land for \$1 per year
 - Endowment
 - \$1,900,000

Academy Demographic Profile

Age	Males	Females	Total	Age	Males	Females	Total
5 and under	26	26	52	13 years old	0	0	0
6 year olds	37	25	62	14 year olds	0	0	0
7 year olds	42	34	76	15 year olds	0	0	0
8 year olds	30	35	65	16 year olds	0	0	0
9 year olds	37	30	67	17 year olds	0	0	0
10 year olds	33	21	54	18 year olds	0	0	0

11 year olds	18	12	30	19 year olds	0	0	0
12 year olds	3	2	5	20 year olds	0	0	0
2013 Totals	226	185	411				

Traditional Unit Profile

Age	Males	Females	Total	Age	Males	Females	Total
5 and under	0	0	0	13 years old	21	16	37
6 year olds	0	0	0	14 year olds	19	8	27
7 year olds	0	0	0	15 year olds	15	13	28
8 year olds	0	0	0	16 year olds	11	13	24
9 year olds	0	0	0	17 year olds	12	4	16
10 year olds	4	2	6	18 year olds	6	4	10
11 year olds	18	14	32	19 year olds	3	1	4
12 year olds	42	16	58	20 year olds	0	0	0
				2013 Totals	151	91	242

Registered Member Ethnicity

Race or Ethnic Group	Percent
Native American or Alaska Native	9%
Asian	1%
Black or African American	2%
Hispanic or Latino	3%
Native Hawaiian or Pacific Islander	0%
White	79%
Some Other Race	0%
Two or More Races	6%
Don't Know	0%

The data reveals that of the 134 households in the survey, 65.67% were below the Low-Moderate income level. There were 534 people in the member households, of which 66.48% were Low-Moderate income.

Responses for households and residents in relation to LMI					
Total household responses	134	100.00%	Total people	534	100.00%
Above LMI	46	34.33%	Above LMI	179	33.52%
Below LMI	88	65.67%	Below LMI	355	66.48%

Of the 134 households, 57 were reported to be headed by females (42% of the households). Due to the nature of the project (serving school-age youth), there is a significant “working mom” population who sign their children up for the Club.

- Staff involved:
 - 6 shared Corporate Management and support staff with three other Club Units in other communities
 - 1 full-time unit director
 - 2 full-time coordinators
 - 25-30 part-time Youth Development Specialists

Memorandum #15-47

To: Amy Nelson, City Manager
From: Thomas Kurtenbach, Fire Chief
Subject: Sale of Surplus Property – Ladder Truck

The City of Yankton currently has in its inventory a 1989 Duplex/Grumman ladder truck, VIN number 1G9ACHDTOKR088017, City of Yankton Asset Number 411417311237. This truck was previously declared surplus property by the City Commission. Sealed bids were received and opened on February 12, 2015; per South Dakota statute, for the sale of this unit.

The City of Yankton received one bid from the City of Huron, SD for \$72,000. After research was done to determine the value of this truck, I recommend that the bid of \$72,000 from the City of Huron be accepted with the stipulation that the truck's ownership not be transferred until such time as the replacement truck can be placed into service.

Respectfully Submitted,

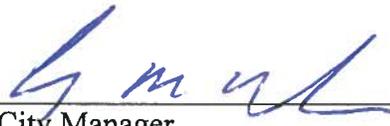


Thomas Kurtenbach
Fire Chief

Recommendation: It is recommended that the City Commission accept the bid of \$72,000 from the City of Huron for the purchase of a surplus 1989 Duplex/Grumman ladder truck, VIN number 1G9ACHDTOKR088017, City of Yankton Asset Number 411417311237; and that ownership of the truck only be transferred after such time as the replacement truck can be placed into service.

 X I concur with the recommendation.

 I do not concur with the recommendation.



Amy Nelson, City Manager

 Roll call

**NOTICE TO BIDDERS
SURPLUS PROPERTY OF THE
CITY OF YANKTON, SOUTH DAKOTA
Aerial/Platform (Quint) Fire Apparatus**

Sealed bids will be received by the City Commission of the City of Yankton, South Dakota, at 416 Walnut Street, Yankton, South Dakota, the office of the City Finance Officer of said City until 3:00 p.m. or may be hand delivered to the place of opening until 3:00 p.m. on the 12th day of February, 2015, at which time they will be publicly opened and read in the Meeting Room A of City Hall, Yankton, South Dakota. Faxed bids will be rejected and not considered at the bid opening. Disposition of said bids will be held on the 23rd day of February, 2015 at 7:00 p.m. in the City of Yankton Community Meeting Room located in the Technical Education Center at 1200 W. 21st Street, Yankton, South Dakota. Bids are to be sealed in an envelope and marked "Surplus Fire Truck Bid".

Bids will be received on the following:

1989 Duplex/Grumman 102 foot Aerialcat Ladder/Platform, with approximately 8,497 miles and 991 engine hours at the time of advertisement, 8V-92T Detroit engine, Allison automatic transmission, 1500 Waterous single stage pump, 200 gallon water tank, Onan 6000 watt generator, four 110 volt scene lights, ground ladders, hose bed cover, Q2B siren, Grover air horns, Federal Jetstream lightbars, new tires, Akron monitor, breathing air to platform and current annual aerial and pump tests passed. This truck is very well maintained and in excellent condition.

Aerial apparatus will not be available until the City of Yankton receives and places in to service its new aerial apparatus. Estimated availability is late November, 2015.

The above described surplus property is being sold "as is-where is" with no warranty implied or expressed by the City of Yankton. The City of Yankton, South Dakota reserves the right to reject any or all bids and to waive any informality therein to determine which bid is the best and most advantageous to the City.

Additional information, including a flyer describing the vehicle, may be obtained by contacting the Fire Chief or Deputy Fire Chief at (605) 668-5228.

BID SUBMITTAL TO:
CITY OF YANKTON
ATTN: CITY FINANCE OFFICER
P.O. BOX 176
YANKTON, SOUTH DAKOTA 57078



City of Huron

Paullyn Carey, Finance Director

PO Box 1369 • 239 Wisconsin Ave SW • Huron, SD 57350

Ph: (605) 353-8502 • Fax: (605) 353-8506

financeofficer@huronsd.com

TO: City of Yankton, Finance Officer

FROM: Paullyn Carey, Finance Director 

RE: BID Aerial/Platform (Quint) Fire Apparatus

The City of Huron is proposing the following bid for the 1989 Duplex/Grumman 102 Foot Aerialcat Ladder/Platform Truck. Miles approximately 8,497 and 991 engine hours at the time of advertisement, 8V-92T Detroit engine, Allison automatic transmission, 1500 Waterous single stage pump, 200 gallon water tank, Onan 6000 watt generator, four 110 volt scene lights, ground ladders, hose bed cover, Q2B siren, Grover air horns, Federal Jetstream lightbars, new tires, Akron monitor, breathing air to platform and current annual aerial and pump tests passed.

BID AMOUNT: \$72,000

Should the City of Huron be awarded the bid please contact the Finance Director, Paullyn Carey at 605-353-8502, address is P.O. Box 1369, Huron, SD 57350 and email contact is financeofficer@huronsd.com

Introduction and First Reading

Memorandum #15-52

To: Amy Nelson, City Manager
From: Dave Mingo, AICP Community Development Director
Subject: Planning Commission Action Number 15-06 / Ordinance #973
Date: February 18, 2015



PROPOSED REZONING

ACTION NUMBER: 15-06

E.T.J. MEMBER ACTION REQUIRED: No

APPLICANT / OWNER: Patricia L. Miller.

ADDRESS / LOCATION: 817 Walnut Street.

REZONING REQUEST & PROPERTY DESCRIPTION:

From I-1 Industrial to R-4 Multiple Family, Lot 1A & E2 Lot 1 & E8' N7.5' of the vacated alley adjacent to Lot 1, Block 8, Wetmore and Stewart Addition to the City of Yankton, South Dakota.

PREVIOUS ACTION: None.

COMMENTS: City staff began the process of considering this rezoning as a matter of "housekeeping." The property in question has had the same owner for many years so the problems has not surfaced until they listed the property for sale. Prospective buyers of the property are finding it difficult to get financing because of the industrial zoning designation. Also, in my opinion, the designation puts surrounding property owners at risk of having an incompatible land use move in across the street from their homes.

The rezoning is recommended for the following reasons:

1. The street system adjacent to the site is residential in nature, not designed for an industrial use.
2. An industrial use on the site would have an adverse impact on the residentially zoned property across the street.
3. The change is needed to allow the continuance of the current land use by a new owner because it is reasonable to think that a loan will be needed for the property to transfer.

4. The proposal is not in conflict with any goals set forth in the Comprehensive Plan.

The change would be contiguous with other residentially zoned areas across the street so it is not a spot zoning.

Staff has received calls about the proposal subsequent to sending out the required mailing. The callers had questions about the process but did not state any opposition to the rezoning.

HEARING SCHEDULE:

January 12, 2015	The Planning Commission established February 9, 2015 as the date for a public hearing.
February 9, 2015	The Planning Commission holds a public hearing to consider the issue. All appropriate notices have been published and mailed.
February 23, 2015	The City Commission establishes March 9, 2015 as the date for a public hearing.
March 9, 2015	The City Commission holds a public hearing to consider the issue. All appropriate notices will have been published and mailed. A super majority (6-3) vote of the City Commission cannot be protested out by the neighborhood. A simple majority (5-4) could be.
March 20, 2015	Estimated date that the record of City Commission action is published in the newspaper.
April 9, 2015	Estimated date that the City Commission action is effective.

Planning Commission results: The Planning Commission recommended approval of the proposed rezoning.

ORDINANCE NO. 973

AN ORDINANCE TO REZONE PROPERTY DESCRIBED HEREIN

BE IT ORDAINED, BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF YANKTON, SOUTH DAKOTA THAT THE FOLLOWING DESCRIBED PROPERTY HAS BEEN REZONED:

Section 1.

From I-1 Industrial to R-4 Multiple Family Residential on Lot 1A & E2 Lot 1 & E8' N7.5' of the vacated alley adjacent to Lot 1, Block 8, Wetmore and Stewart Addition to the City of Yankton, South Dakota. Address, 817 Walnut Street.

As depicted on the associated Rezoning Location Map.

Section 2. Saving Clause.

Should any section, clause, or provision of this ordinance be declared by the Courts to be invalid, the same shall not affect the validity of the ordinance as a whole or any part thereof, other than the part so declared to be invalid.

Section 3. Effective Clause.

This ordinance shall be in full force and effect from and after its passage, approval and publication as required by law.

Adopted:

1st Reading:

2nd Reading:

Publication Date:

Effective Date:

David Carda, Mayor

ATTEST:

Al Viereck, Finance Officer

Rezoning Location Map

Rezoning from I-1 Industrial to R-4 Multiple Family Residential on Lot 1A & E2 Lot 1 & E8' N7.5' of the vacated alley adjacent to Lot 1, Block 8, Wetmore and Stewart Addition to the City of Yankton, South Dakota. Address, 817 Walnut Street.

North



Memorandum #15-48

To: Mayor and City Commission
From: Ross K. Den Herder, City Attorney
Date: February 17, 2015
Subject: Authorization of funds for Labor Law CLE

The Commission has previously discussed with me its recommendation that I identify and attend an organized labor and employment law continuing legal education (CLE) seminar. The City's outside labor law consulting attorney has highly recommended that I attend the seminar identified in the brochure and internet materials attached hereto, which is scheduled for May 5-8 in Plano, Texas. Since I have no other unionized clients and this seminar is a significant tuition charge and airfare, I am requesting that the Commission approve the expenditure of City funds to cover the tuition and costs of attendance. The projected costs include the following:

Tuition:	\$1,195.00
Airfare and car rental:	\$ 650.00
Hotel:	\$ 550.00
Meals:	<u>\$ 120.00</u>
TOTAL:	\$2,515.00

Since these amounts are not currently budgeted, approval of this request would require amending the City Attorney's budget or paying from unrestricted funds. As between these options, Al Viereck has recommended amending the budget. Alternatively, the Commission could wait one year to send me to this CLE and budget for the extra expense next year. This CLE is held annually, so it should be available next year. However, deferring the cost of attendance should be weighed against an anticipated reduction in fees paid to the City's labor law consulting attorney.

Recommendation: I recommend that the City Commission authorize up to \$2,515.00 to defray the expenses of the City Attorney's tuition, airfare and food for attendance at the Annual Course on Labor Law and Labor Arbitration, May 5-8, 2015 at The Center for American and International Law in Plano, Texas. If the Commission approves the request, I recommend that funds be made available by amending the City Attorney's budget via supplemental budget ordinance at the next available opportunity.

REGISTRATION

53rd Annual Course on Labor Law and Labor Arbitration

May 5-8, 2015

at The Center for American and International Law
Plano, Texas

Registration includes the conference, course materials, lunches and a reception. Live program materials do not include DVDs.

Check applicable box:	Received by 4/21/15	Received after 4/21/15
Regular registration fee	<input type="checkbox"/> \$1295	<input type="checkbox"/> \$1345
CAIL Member or Member Employee	<input type="checkbox"/> \$1145	<input type="checkbox"/> \$1195
Government / Non-Profit / Academic Employee	<input type="checkbox"/> \$1195	<input type="checkbox"/> \$1245
U.S. Law Student (J.D.)	<input type="checkbox"/> \$300	<input type="checkbox"/> \$350
Attend Friday classes & lunch only	<input type="checkbox"/> \$345	<input type="checkbox"/> \$395
Attend Friday lunch only (no materials)	<input type="checkbox"/> \$35	<input type="checkbox"/> \$50
Materials Only	<input type="checkbox"/> \$625	<input type="checkbox"/> \$675

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Badge Name (if different than above) _____

Firm/Company/Organization _____

Address _____

City, State, Postal Code, Country _____

Phone _____

Fax _____

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Check enclosed payable to: The Center for American and International Law

Credit Card: MasterCard VISA AMEX Discover

Card number _____

Expiration date _____

Name on card _____

Billing address (if different than above address) _____

Signature _____

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www.cailaw.org

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credit card only
972.244.3401

MAIL
check or credit card
The Center for American
and International Law
5201 Democracy Drive
Plano, TX USA 75024

PHONE
credit card only
972.244.3404 or 800.409.1090
8:00am-5:00pm CST

PAYMENT MUST ACCOMPANY REGISTRATION

GENERAL INFORMATION

CANCELLATION POLICY: Tuition, less a \$50 cancellation fee, will be refunded upon receipt of written cancellation received by April 21, 2015. Email cancellation notice to lgaspar@cailaw.org. After this date, no refunds, but substitution of attendees for this program will be permitted. Registrants not entitled to a refund will receive the course materials.

OVERNIGHT ACCOMMODATIONS: The cost of housing is not included in tuition. Please check our website for information on overnight accommodations.

NONDISCRIMINATION POLICY: The Center for American and International Law (CAIL) does not discriminate on the basis of race, sex, sexual orientation, color, religion, national origin or ancestry, age, disability, veteran status or any other protected status.

MCLE CREDIT: MCLE Credit and Board Certification Credit will be available. Please check our website for more information.



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53rd Annual Course on Labor Law and Labor Arbitration

May 5 - 8, 2015 in Plano, Texas, USA

The Center for American and International Law
5201 Democracy Drive
Plano, Texas 75024

Registration Open

Credits:MCLE Credit will be available

- [Register Online \(/eventRegistration.html?e=1266\)](/eventRegistration.html?e=1266)
- [Download the Registration Form \(/media/files/OP/EventRegistrations/2015/labor-law.pdf\)](/media/files/OP/EventRegistrations/2015/labor-law.pdf)
- [Save the Date \(/ical.html?e=1266\)](/ical.html?e=1266)
- Share this Event
 - On Facebook (<http://www.facebook.com>)
 - On Twitter (https://twitter.com/intent/tweet?url=http%3A%2F%2Fwww.cailaw.org%2FOther-Programs%2FEvents%2F2015%2Flabor-law.html&via=CAIL_LAW)
 - On LinkedIn (<http://www.linkedin.com/shareArticle?mini=true&url=http%3A%2F%2Fwww.cailaw.org%2FOther-Programs%2FEvents%2F2015%2Flabor-law.html&title=53rd+Annual+Course+on+Labor+Law+and+Labor+Arbitration&summary=&source=The+Center+for+American+and+International+Law>)
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Overview

Join co-chairs Professor Douglas E. Ray (St. Thomas University School of Law) and A. John Harper III (Littler Mendelson P.C.) for this intensive basic course on labor law and labor arbitration.

- Practical guide for the practice of labor law
- Designed to fully satisfy the Texas Board of Legal Specialization requirement of NLRA credit for current application period

Please check back: agenda, MCLE, and other information coming soon.

Tuition

- \$1295/\$1345 - Regular Tuition
- \$1145/\$1195 - CAIL Member
- \$1195/\$1245 - Government / Non-Profit / Academic Employee
- \$300/\$350 - U.S. Law Student (J.D.)
- \$345/\$395 - Attend Friday classes & lunch only
- \$35/\$50 - Attend Friday lunch only (no materials)
- \$625/\$675 - Materials Only

Conference Co-Chairs



Professor Douglas E. Ray
St. Thomas University School of Law
Miami, Florida



A. John Harper III
Shareholder
Littler Mendelson P.C.
Houston, Texas

Testimonials

"The faculty was outstanding and were able to simplify the topics for non-labor attorneys."

"Great speakers. It was a great opportunity to experience the breadth and depth of the perspectives presented."

"Excellent! It exceeded my expectations! The program was extremely organized, contained great presentations - helpful to junior and senior labor practitioners - and provided helpful practice materials. The speakers were also outstanding and presented unique perspectives."

— 2014 Participants

Overnight Accommodations

Hyatt Place Plano (3100 Dallas Parkway, Plano, Texas 75093) welcomes our guests attending the 53rd Annual Course on Labor Law and Labor Arbitration at The Center for American and International Law. We have set aside a block of rooms with a group rate of \$90 plus applicable fees/taxes for 5/3/2015-5/9/2015.

Please make your reservations by 4/18/2015. As long as the reservation is made by this date, and the group block has availability, you will receive the group rate. Any reservations not received on or before this cut-off date are subject to hotel availability at the best available

prevailing rate.

Booking Instructions

Book online at dallasplano.place.hyatt.com (<http://dallasplano.place.hyatt.com/>)

Type in Arrival/Departure Dates

Enter Group/Corporate #: G-CL48

or

Call 888-HYATT-HP (888.492.8847) or [972.378.3997](tel:972.378.3997)

Dates available: 5/3/2015-5/9/2015

Mention the group name: **CAILAW Labor Law**

Other Information

Nondiscriminatory Policy

The Center for American and International Law does not discriminate on the basis of race, color, sex, religion, national origin, age, disability, veteran status or any other protected status in educational activities, scholarship programs or admissions.

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- **[Twitter](https://twitter.com/CAIL_LAW)** (https://twitter.com/CAIL_LAW)

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Price Summary

Price includes taxes and fees. Prices are not guaranteed until purchase is complete. Baggage fees are not included in your trip cost.

Total Trip Price: \$595⁴⁶

Per Person Price: \$595⁴⁶
All prices are in US dollars

Your Trip Summary

NO BOOKING FEES + EARN MILES

Departing Flight Information - Monday, May 4, 2015



(operated by United Express/SkyWest)
Flight 6480
1h 45m, 483 mi

From
Joe Foss Field Airport (FSD)
Sioux Falls, SD
Departs: 9:41 AM

To
Denver Intl Airport (DEN)
Denver, CO
Arrives: 10:26 AM

Aircraft
Canadair Regional Jet (Jet)
Economy/Coach Class



Flight 1733
1h 55m, 640 mi

From
Denver Intl Airport (DEN)
Denver, CO
Departs: 1:45 PM

To
Dallas/Fort Worth Intl Airport (DFW)
Dallas, TX
Arrives: 4:40 PM

Aircraft
Boeing 737-800 (Jet)
Economy/Coach Class

Returning Flight Information - Saturday, May 9, 2015



(operated by United Express/SkyWest)
Flight 5198
2h 13m, 640 mi

From
Dallas/Fort Worth Intl Airport (DFW)
Dallas, TX
Departs: 11:43 AM

To
Denver Intl Airport (DEN)
Denver, CO
Arrives: 12:56 PM

Aircraft
Canadair Regional Jet (Jet)
Economy/Coach Class



(operated by United Express/SkyWest)
Flight 5231
1h 36m, 483 mi

From
Denver Intl Airport (DEN)
Denver, CO
Departs: 2:53 PM

To
Joe Foss Field Airport (FSD)
Sioux Falls, SD
Arrives: 5:29 PM

Aircraft
Canadair Regional Jet (Jet)
Economy/Coach Class

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100% Trip Cancellation and Trip Interruption Protection reimburses for cancellations due to unforeseen illness of traveler, family members and traveling companions, death in the family, job loss, natural disaster at departure or destination city or other specified events.

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(+ \$1/day if a Car is included).

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Quality Inn & Suites Irving



Flight + 5 Night Hotel Stay
\$666 pp
[choose](#)

Irving

Star rating	Guest rating
★★	★★★★★★ 6

Comfort Suites Las Colinas Center



Flight + 5 Night Hotel Stay
\$1005 pp
[choose](#)

Irving

Star rating	Guest rating
★★ 1/2	★★★★★★ 8

Best Western Plus Arlington North



Flight + 5 Night Hotel Stay
\$853 pp
[choose](#)

Grand Prairie

Star rating	Guest rating
★★★	★★★★★★ 8

Comfort Inn & Suites Dfw Airport South

Comfort Suites Vista Ridge Mall

Comfort Suites Arlington

Add a Rental Car and Save

Your car will be available for pick-up at the airport. The exact rental car brand will be shown after purchase. Total rental car charges, including taxes and fees are displayed on the following page. Prices and availability are not guaranteed. Driver must be 25 or older. [Details](#)

Each option below includes unlimited mileage and will be provided by one of the following:

SAVE UP to 40%



- None - \$20.79 /day
- Compact Car** Room for - 4 people and 2 bags **Included**
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First Name: Middle Name: Last Name: Suffix:

Frequent Flyer Number:
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Date of Birth: Gender:
Month Day Year Male Female

Infants:
Number of unticketed passengers under age 2:

Seat Assignments :
 Yes, I'd like to select seats on the next page.
 No, I prefer to have seats assigned to me.

Enter Driver Name

Note: Only the person whose name is entered below may pick up the car at the rental counter.

First: Mi: Last: Driver's Age At Pick-up:

under 25?
click here

Driver Name:

Note: You must have a valid credit card for pickup at your destination - debit cards are not accepted.

Price Summary

Price includes taxes and fees. Prices are not guaranteed until purchase is complete.
Baggage fees are not included in your trip cost.

Total Trip Price: **\$595⁴⁶**
Per Person Price: **\$595⁴⁶**
All prices are in US dollars

prev next

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ws-13 dg

Memorandum #15-44

To: Amy Nelson, City Manager
From: Adam Haberman, Public Works Manager
Subject: Bid award for a New 2015 Model 19,000 GVW Chassis, Stainless Steel Dump Body and Hydraulic System for the Public Works Department
Date: February 18, 2015

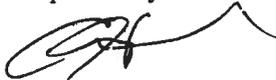
Bid packets were furnished to six equipment dealers and the City received the three (3) bids outlined below for a new 2015 model 19,000 GVW chassis, stainless steel dump body and hydraulic system.

<i>Bidder Name</i>	<i>Specified Equipment Cost</i>
Boyer Trucks Inc. Sioux Falls, SD	\$68,706.00
Billion Automotive Family Sioux Falls, SD	\$70,312.00
Sanitation Products, Inc. Sioux Falls, SD	\$73,230.00

The 2015 adopted budget allows for the purchase of a replacement one ton truck for the Department of Public Works, Street Division. The one ton truck that is scheduled to be replaced is Unit #11, a 2004 Ford F450 4x4 truck. This existing truck is 11 years old and has been used extensively around the City of Yankton for construction and snow removal activities. The truck has been used as a plow truck with a slip-in all-purpose spreader. The existing Unit #11 would be put up for surplus once the new truck is put into service.

There is \$62,000 budgeted for the new truck. The bid price of \$68,706.00 by Boyer Trucks of Sioux Falls Inc. is \$6,706 above the budgeted amount. With recent purchases of a motor grader and a pickup being under budget for the Street Department budget, there are sufficient funds available to purchase the new one ton truck and still remain under budget for the Street Department capital expenditures. Therefore, it is recommended that the 2015 Ford model 19,000 GVW chassis with a stainless steel dump body and hydraulic system bid for \$68,706.00 be awarded to Boyer Trucks of Sioux Falls Inc.

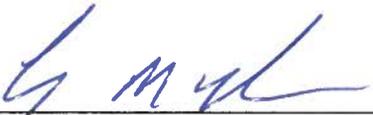
Respectfully submitted,



Adam Haberman
Public Works Manager

Recommendation: It is recommended that the City Commission approve Memorandum #15-44 to award the bid for a new 2015 Ford model 19,000 GVW chassis with a stainless steel dump body and hydraulic system to Boyer Trucks, Inc. of Sioux Falls, South Dakota in the amount of \$68,706.00 for the Department of Public Works, Street Division.

I concur with this recommendation
 I do not concur with this recommendation



Amy Nelson
City Manager

cc: Kevin Kuhl PE

____ Roll call

Memorandum #15-45

To: Amy Nelson, City Manager
From: Adam Haberman, Public Works Manager
Subject: Bid award for a New 2015 Model 37,000 GVW 4X2 Class Truck for the Public Works Department
Date: February 18, 2015

Bid packets were furnished to four equipment dealers and the City received the two (2) bids outlined below for a new 2015 37,000 GVW 4x2 class truck.

<i>Bidder Name</i>	<i>Specified Equipment Cost</i>
North Central International of Sioux Falls, Inc. Sioux Falls, South Dakota 57104-0449	\$75,991.00
Boyer Trucks Sioux Falls, South Dakota 57104	\$85,456.00

The 2014 adopted budget allowed \$122,000 for the purchase of a replacement truck for the Department of Public Works, Street Division. As part of the 2014 Contingency Plan, the purchase of the replacement truck was put on hold, and the budgeted amount was reallocated for purchase in 2015.

The truck that is scheduled to be replaced is Unit #4, a 2003 International truck. This existing truck is 12 years old and has been used extensively around the City of Yankton for construction and snow removal activities. This truck has a mounted all-purpose spreader, which is also due for replacement. (A replacement spreader is included in the current February 23, 2015 agenda for approval by the Board of Yankton City Commissioners, Memorandum #15-46.) The existing Unit #4 is proposed to be reassigned for use at the airport.

Both bids received meet the City's specifications. North Central International of Sioux Falls, Inc. also included a list of five additional options to help the new truck better withstand corrosion and wear due to plowing and sanding. These options total \$2,142. Therefore it is recommended that the 2015 Model 37,000 GVW 4x2 truck bid for \$75,991.00, along with options for \$2,142, for a grand total of \$78,133.00, be awarded to North Central International Inc. of Sioux Falls, South Dakota.

Respectfully submitted,



Adam Haberman
Public Works Manager

Recommendation: It is recommended that the City Commission approve Memorandum #15-45 to award the bid for a new 2015 International model 37,000 GVW 4X2 class truck, with options, to North Central International Inc. of Sioux Falls, South Dakota in the amount of \$78,133.00 for the Department of Public Works, Street Division.

 X I concur with this recommendation
 I do not concur with this recommendation



Amy Nelson
City Manager

cc: Kevin Kuhl PE

____ Roll call

Memorandum #15-46

To: Amy Nelson, City Manager
From: Adam Haberman, Public Works Manager
Subject: Bid award for a New 2015 Model 11' Chassis Mounted Stainless Steel All Purpose Spreader for the Department of Public Works, Snow & Ice Division
Date: February 18, 2015

Two bids were received for a new 2015 Model 11' chassis mounted stainless steel all-purpose spreader for the Department of Public Works, Snow & Ice Division. The bids received are listed below for the specified equipment.

Bidder Name	Specified Equipment & Cost
Northern Truck Equipment Sioux Falls, SD 57101-1104	Monroe Duz-Mor DM 132-86-48,304 \$38,490.00
Sanitation Products, Inc. Sioux Falls, SD 57104-0459	Hi-Way E3020 Dump Spreader \$35,204.00

The specified piece of equipment will be mounted on a new 37,000 GVW 4x2 truck which is on the current February 23, 2015 agenda for approval by the Board of Yankton City Commissioners, Memorandum #15-45.

The 2014 adopted Snow and Ice Removal budget allowed \$33,000 for the purchase of a stainless steel all-purpose spreader. As part of the 2014 Contingency Plan, the purchase of a stainless steel all-purpose spreader was put on hold, and the budgeted amount was reallocated for purchase in 2015. In part, due to the purchase being postponed a year, the cost of the spreader increased slightly and is \$2,204 over the 2014 budgeted amount. However, with recent capital purchase of a motor grader from the Snow and Ice Removal budget being under budget, there are sufficient funds available to purchase the spreader and remain under budget for the Snow and Ice Removal Capital Expenditures.

It is recommended that the bid for the new 2015 Model 11' chassis mounted stainless steel all-purpose spreader for \$35,204 be awarded to Sanitation Products Inc., of Sioux Falls, South Dakota.

Respectfully submitted,

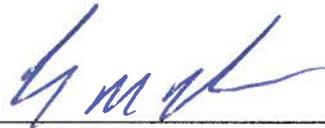


Adam Haberman
Public Works Manager

____ Roll call

Recommendation: It is recommended that the City Commission approve Memorandum #15-46 and award the bid for a new 2015 Model 11' chassis mounted stainless steel all-purpose spreader to Sanitation Products, Inc. of Sioux Falls, South Dakota, in the amount of \$35,204.00 for the Public Works Department, Snow & Ice Division.

X I concur with this recommendation
I do not concur with this recommendation



Amy Nelson
City Manager

cc: Kevin Kuhl PE

____ Roll call

Memorandum #15-51

To: Amy Nelson, City Manager
From: Bradley Moser, Civil Engineer
Subject: Bid Award for the Douglas Avenue & Wilson Road Paving Project Bid Award
Date: February 18, 2015

Eisenbraun & Associates has prepared the plans and bids have been opened for the Douglas Avenue & Wilson Road Paving Project. The work includes the removal of the existing pavement, grading, installation of new 12" PVC water main, adjustments to the existing sewer manholes and the placement of aggregate base course. A new 8" concrete pavement, with curb and gutter will be installed under this contract for Douglas Avenue north of 33rd and all of Wilson Road. The base bids received are listed below:

1. T & R Contracting, Inc., Sioux Falls, SD	\$1,857,653.59
2. Carl V. Carlson Company, Tea, SD	\$1,865,120.55
3. Feimer Construction, Inc., Yankton, SD	\$1,868,583.65
4. Masonry Components, Yankton, SD	\$1,872,638.00
5. D & G Concrete Const., Sioux Falls, SD	\$1,894,370.13
6. BX Civil Construction, Dell Rapids, SD	\$2,080,536.23

The low bidder meets the specifications and is \$69,927.58 lower than the Engineer's estimate of \$1,927,581.17 for the project. T & R Contracting has not previously completed work for the City of Yankton. However, contacts made to surrounding communities resulted in very positive work performance evaluations. Based on this work history and a review of the bids submitted, Eisenbraun & Associates supports the award of the contract to T & R Contracting.

City staff recommends that the bid be awarded, to T & R Contracting, in the amount of \$1,857,653.59.

Respectfully submitted,



Bradley Moser
Civil Engineer

Recommendation: It is recommended that the City Commission award the contract to T&R Contracting in the amount of \$1,857,653.59, as explained in Memorandum #15-51.

I concur with the recommendation.

I do not concur with the recommendation.



Amy Nelson
City Manager

cc: Kevin Kuhl PE

____ Roll call

Memorandum No. 15-49

TO: Mayor and City Commissioners
FROM: Amy Nelson, City Manager 
RE: Hangar Land Lease Amendment
DATE: February 17, 2015

As you will recall the Yankton City Commission approved the attached hangar lease with Centerline, LLC on November 10, 2014. An error was found in the property description.

Currently the lease reads as follows:

A 32 ft. deep and 44 ft. wide tract of land located on Airport Lot A-4

It should be corrected as:

A 34 ft. deep and 44 ft. wide tract of land located on Airport Lot A-4

Recommendation: It is recommended the City Commission amend the hangar lease to reflect the revised language.

RESOLUTION #15-06

**A RESOLUTION APPROVING AN AIRPORT HANGAR LAND LEASE AGREEMENT
WITH CENTERLINE, LLC**

WHEREAS, The Board of City Commissioners of the City of Yankton has been given the authority to approve airport hangar land lease agreements at Chan Gurney Airport; and,

WHEREAS, Centerline, LLC desires to lease a 34' deep by 44' wide lot at Chan Gurney Airport on which they intends to build an airplane hangar; and,

WHEREAS, it is in the best interest of the City of Yankton and Chan Gurney Airport for the Board of City Commissioners to approve the land lease agreement with Centerline, LLC,

NOW, THEREFORE, BE IT RESOLVED by the Board of City Commissioners of the City of Yankton, SD, that the airport hangar land lease agreement with Centerline, LLC for building location 702 E 31st Street Number 33 is hereby approved at a rate of \$0.10 per square foot of building space.

Adopted:

By: David Carda, Mayor
City of Yankton

ATTEST:

Al Viereck
Finance Officer

CHAN GURNEY AIRPORT HANGAR LAND LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this 19 day of February 2015 by and between the City of Yankton, South Dakota, a municipal corporation ("LESSOR") and Centerline LLC ("LESSEE").

WITNESSETH:

WHEREAS, the City of Yankton is the owner of the Chan Gurney Airport, and the City deems it proper to enter into a lease with the Lessee and the Lessee desires to lease a portion of the airport property under the terms and conditions set forth herein.

NOW, THEREFORE, it is agreed between the Lessor and the Lessee herein as follows:

1. **REAL PROPERTY, INGRESS & RELOCATION.** The Lessee shall be privileged to construct and to maintain an airplane hangar facility on the "real property" hereinafter described:

A 34 ft. deep X 44 ft. wide tract of land located on Airport Lot A-4 in the N-1/2 of the NE-1/4 of Section 6, T93N, R55W, identified as building location No. 33 on the attached sketch, as numbered, is incorporated and made a part hereof (Re: Final Determination dated 10/12/12 FAA 7460-1, 1012-AGL-5364-NRA).

This lease does not grant to Lessee any license or right to use any part of the airport premises other than the "real property" identified above. However, the Lessee, as a part of the usual and ordinary manner of operating the hangar, shall have right of ingress and egress therefrom. The real property shall only be used for purposes of constructing and maintaining a completed hangar. In the event construction of a hangar has not commenced within seven months of the date this agreement is signed, or if construction is not completed within two months thereafter, the Lessor may elect to impose an increased rate of rent of up to \$500.00 per month until construction has completed and Lessee has obtained a certificate of occupancy. The election shall be made by majority vote of the Yankton Board of City Commissioners, after the Tenant has been given (or declines) an opportunity to be heard.

If the Lessor makes a substantial change to the airport so as to necessitate a change in location of aircraft hangars, then the Lessor shall have the right to require the Lessee to relocate his aircraft hangar, at the Lessee's expense, to another location

identified by the Lessor as an appropriate area for privately owned hangars. After written notice thereof, the Lessee shall have a reasonable time in which to complete the relocation.

2. **TERM, RENEWAL & TERMINATION.** The “initial term” of this lease shall begin upon the date of the execution of this lease and shall continue until five (5) years from the date of this signed document.

This lease shall be renewable for additional five (5) year “subsequent terms.” Extension beyond each subsequent term shall be solely within the discretion and at the option of the Lessor. As such, this lease is not automatically renewable at the end of a subsequent term.

If the Lessee desires to terminate this lease, then the Lessee shall give written notice, via certified mail, to the Lessor at least ninety (90) days prior to the expiration of the lease.

3. **RENT.** Lessee shall pay rent to the Lessor. The rent shall be the sum of \$.10 per square foot building space per year. The amount of the rent shall be renegotiated near the end of each five-year subsequent term. Negotiations to determine the rent shall be guided by the rent charged to other aircraft hangar Lessees at the Chan Gurney Municipal Airport, including the rent charged to the fixed base operators.

Lessee shall pay the rent on a yearly basis. The first annual payment shall be pro-rated, and it shall be calculated by multiplying a daily rate (total annual rent/365 days) by the number of days during the first partial year beginning upon the date of the execution date of this lease and ending upon the last date of the year. The initial term rent shall be paid within ten (10) days after the Lessor approves the lease. Thereafter, the annual rent shall be due and payable on the first day of January.

4. **HANGAR OWNERSHIP.** The hangar shall remain the property of the Lessee, his successors or assigns. If the Lessee desires to purchase casualty insurance for his hanger, then he is obligated to pay for the same. The Lessee may remove the hanger from the “real property” by giving written notice to the City of Yankton thirty (30) days prior to removal of the hanger. After the initial construction of the hangar, the Lessee may not alter or remodel the hangar without the written permission of the Lessor. If the Lessee desires to transfer ownership of the hangar, and the hangar shall remain on the “real property,” then transfer shall be subject to prior written approval of the Lessor. In the event Lessee or its Lessor-approved successor(s) in interest should deconstruct or remove the hangar upon termination of this lease or for any

other reason, Lessee agrees to complete such deconstruction or removal in a manner that does not damage the real property or personal property of the Lessor, and Lessee shall return the property to its pre-construction condition except as approved by Lessor in writing.

5. **USE.** The “real property” shall be used solely for the purpose of Lessee storing and maintaining his own aircraft and associated personal property. No other commercial use is permitted on the “real property” or within the hangar. The Lessee shall not store gasoline or other combustible material on the premises with the following limited exceptions:

- (a) Fuel in the fuel tank of aircraft or other motorized vehicles;
- (b) Quantities of flammable and combustible liquids in excess of 10 gallons used for maintenance purposes and for the operation of aircraft maintenance equipment may be kept upon the premises, but shall be stored in liquid storage cabinets only in accordance with International Fire Code Section 3404.3.2.; and
- (c) Quantities of flammable and combustible liquids not exceeding 10 gallons may be stored upon the premises outside of a cabinet when in approved flammable liquid storage containers only in locations approved by Lessor.

The Lessee agrees to comply with all Federal (including U. S. Environmental Protection Agency and The Federal Aviation Administration), State and Municipal laws, rules, statutes, ordinances and regulations that are applicable to the operation of the airport, as they exist today or are amended hereafter.

Lessee shall assume all costs for utility relocation, taxiway construction or any other type of work needed to make the premises suitable for the construction and use of said airplane hangar. The lessee further agrees to maintain the premises in good appearance and maintain the building in good repair.

6. **SUB-LET.** Lessee shall not assign or sub-let the “real property” or “hangar” without prior written approval from the Lessor.

7. **NON-DISCRIMINATION.** The Lessee, in the use of the leased premises, shall not on the grounds of race, color, or national origin discriminate or permit discrimination against any person or group of persons in any manner prohibited by Part XV of the Federal Aviation Regulations. Lessee further agrees to

comply with any requirement made to enforce the foregoing covenant which may be demanded of the Lessor by the United States.

8. **LIABILITY INSURANCE**. At all times during the term of this lease, and during any extension or renewal term thereof, the Lessee shall be obligated to carry and to pay for liability insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00), for any personal injury or property damage for which the Lessee might become liable due to the possession, construction, operation and maintenance of the aircraft hangar. A certificate of insurance certifying that said insurance is in full force and effect shall be filed with the City Finance Office on January 1st of each year.

9. **LIABILITY**. The Lessee herewith agrees to hold the City of Yankton harmless by reason of destruction by fire, wind, storm, tornado, or Act of God, of the hangar and its contents.

Except as otherwise prohibited by law, Lessor shall not be liable for any damage, either to person or property, sustained by any person not due directly to the act or omission of the Lessor. As such, Lessee shall indemnify and hold Lessor harmless against all liabilities, obligations, damages, penalties, claims, costs, expenses, and losses, including attorneys fees, paid or as a result of or in connection with Lessee's use or occupancy of the "Real Property" and the hangar, during the term of the lease as a result (a) of any breach by Lessee, Lessee's agent, contractors, employees, customers, invitees, licensees, of any covenant or condition of this lease required to be performed by the Lessee hereunder or (b) of any accident that may occur in or about the "Real Property" or improvements thereon, or the hangar, caused by Lessee's failure to comply with any governmental authority, or the carelessness, negligence or improper conduct of the Lessee, Lessee's agent, contractors, employees, customers, invitees or licensees. Lessor is hereby subrogated to all rights of Lessee against any other parties in connection with any such injury or damage. If any claim is initiated against Lessee or Lessor due to Lessee's actions associated in any manner with this leasehold, Lessee shall give prompt notice to Lessor.

10. **INSPECTION & CANCELLATION**. The Lessee agrees that the City of Yankton may cause the "real property" and hangar to be inspected for the purpose of identifying violations of Federal, State, and Municipal laws. This provision is not subject to arbitration.

If the Lessor identifies violations thereof, then the Lessor shall give written notice, return receipt requested, to the Lessee who shall be permitted thirty (30) days

from the date of said notice in which to correct the law violations. In the event Lessee shall fail to correct the law violations noted therein within thirty (30) days after the receipt of the written notice, then the Lessor shall have authority to cancel and forfeit this lease. In such case, the Lessee shall be given sixty (60) days after the expiration of the original thirty (30) days to remove his property from the "Real Property" or to forfeit same. Lessee agrees that in the event he fails to remove his property from the "Real Property" within said period, then the Lessee's personal property shall be forfeited to the City of Yankton and Lessee shall lose all right, title and interest therein.

11. **BREACH**. Other than the inspection procedure noted above, if a party believes that the other has breached this lease, then the party alleging the breach shall provide written notice, via certified mail, to the Lessee in which it identifies the alleged breach of the terms hereof and notice of the time in which the breach shall be cured. Failure to cure during said reasonable period shall constitute a breach of this lease. Thereafter, the party alleging the breach may then request arbitration.

12. **ARBITRATION**. Except as herein provided, all disputes arising under the terms of the Agreement and not settled between the parties hereto shall be subjected to arbitration as provided by SDCL 21-25A. However, the parties reject the second sentence of SDCL 21-25A-14 and agree that any hearing by arbitrators requires the presence of all arbitrators. In addition, each party shall choose one arbitrator of its choice and those chosen arbitrators shall choose a third arbitrator.

13. **RELATIONSHIP OF PARTIES**. Nothing contained herein shall be deemed or construed by anyone as creating the relationship of principal and agent, employee and employer, of partnership or of joint venture between the parties hereto.

14. **NON-WAIVER**. No delay or omission of the right to exercise any power by either party shall impair any such right or power, or shall be construed as a waiver of any default or as acquiescence therein. One or more waivers of any covenant, term or condition of this Lease by either party shall not be construed by the other party, or a court, as a waiver of a subsequent breach of the same covenant, term or condition. The party requiring consent or approval shall not be deemed to waive or render unnecessary consent to approval of any subsequent similar act.

15. **HEADINGS**. The headings of the several sections contained herein are for convenience only and do not define, limit or construe the contents of such articles.

16. **BINDING EFFECT.** The covenants, agreements and obligations herein contained, except as herein otherwise specifically provided, shall extend, bind and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns.

17. **FORCE MAJURE.** Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected. The provisions of this shall not operate to excuse Lessee from prompt payment of rent, percentage rent, additional rent or other monetary payments required by the terms of this Lease.

18. **RECORDATION.** Lessee shall not record this Lease. However, the Lessee may file a Memorandum; the recording fee shall be paid by the Lessee.

19. **ACCEPTANCE OF PAYMENT.** No Payment by Lessee, or receipt by Lessor, of a lesser amount than the amount then due under this Lease shall be deemed to be other than on account of the earliest portion thereof due. Nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed an accord and satisfaction.

20. **SEVERABILITY.** If any portion of this agreement is found to be unenforceable, then the remainder shall remain in full force and effect.

21. **GOVERNING LAW & CHOICE OF VENUE.** The laws of the State of South Dakota and the City of Yankton shall govern the validity, performance and enforcement of this Lease. Furthermore, the parties agree that the venue for filing any action shall be Yankton County.

22. **INTEGRATION.** This agreement contains the entire understandings between and among the parties, both written and oral, and supersedes any prior understandings and agreements among them, both written and oral, respecting the subject matter of this agreement.

23. **AMENDMENT.** This lease agreement shall not be modified without a written agreement between the parties thereof. Any such agreement which is not in writing is null and void.

24. **ABANDONMENT.** If any time during the term of the lease the Lessee abandon the premises, then the Lessor may, at its option, enter the "real property," by any means, without being liable for prosecution or civil damages, and relet the premises for the whole or any part of the then unexpired term. Thereafter,

the Lessor may receive and collect all rent payable by virtue of such reletting. And, at Lessor's option, it may hold the Lessee liable for any difference between the rent that would have been payable under this lease during the balance of the unexpired term if this lease had continued and the net rent for such period realized by Lessor by means of such reletting.

IN TESTIMONY WHEREOF, both parties have hereunto set their hands the day and year first above written.

LESSOR
CITY OF YANKTON, SOUTH DAKOTA
A Municipal Corporation

ATTEST

By: David Carda, Mayor

Al Viereck
Finance Officer

LESSEE

By:

DISJ

Address: 416 Broadway Ave, YANKTON, SD

Phone No: 605-664-5555

Email: Disj@igotvision.com

Memorandum No. 15-50

TO: Mayor and City Commissioners
FROM: Amy Nelson, City Manager 
RE: Hangar Land Lease Amendment
DATE: February 17, 2015

As you will recall the Yankton City Commission approved the attached hangar lease with Chris Nelson on November 10, 2014. An error was found in the property description.

Currently the lease reads as follows:

A 32 ft. deep and 44 ft. wide tract of land located on Airport Lot A-4

It should be corrected as:

A 34 ft. deep and 44 ft. wide tract of land located on Airport Lot A-4

Recommendation: It is recommended the City Commission amend the hangar lease to reflect the revised language.

RESOLUTION #15-07

**A RESOLUTION APPROVING AN AIRPORT HANGAR LAND LEASE AGREEMENT
WITH CHRIS NELSON**

WHEREAS, The Board of City Commissioners of the City of Yankton has been given the authority to approve airport hangar land lease agreements at Chan Gurney Airport; and,

WHEREAS, Chris Nelson desires to lease a 34' deep by 44' wide lot at Chan Gurney Airport on which he intends to build an airplane hangar; and,

WHEREAS, it is in the best interest of the City of Yankton and Chan Gurney Airport for the Board of City Commissioners to approve the land lease agreement with Chris Nelson,

NOW, THEREFORE, BE IT RESOLVED by the Board of City Commissioners of the City of Yankton, SD, that the airport hangar land lease agreement with Chris Nelson for building location 702 E 31st Street Number 34 is hereby approved at a rate of \$0.10 per square foot of building space.

Adopted:

By: David Carda, Mayor
City of Yankton

ATTEST:

Al Viereck
Finance Officer

CHAN GURNEY AIRPORT HANGAR LAND LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this 19 day of February 2015 by and between the City of Yankton, South Dakota, a municipal corporation ("LESSOR") and Chris Nelson ("LESSEE").

WITNESSETH:

WHEREAS, the City of Yankton is the owner of the Chan Gurney Airport, and the City deems it proper to enter into a lease with the Lessee and the Lessee desires to lease a portion of the airport property under the terms and conditions set forth herein.

NOW, THEREFORE, it is agreed between the Lessor and the Lessee herein as follows:

1. **REAL PROPERTY, INGRESS & RELOCATION.** The Lessee shall be privileged to construct and to maintain an airplane hangar facility on the "real property" hereinafter described:

A 34 ft. deep X 44 ft. wide tract of land located on Airport Lot A-4 in the N-1/2 of the NE-1/4 of Section 6, T93N, R55W, identified as building location No. 34 on the attached sketch, as numbered, is incorporated and made a part hereof (Re: Final Determination dated 10/12/12 FAA 7460-1, 1012-AGL-5368-NRA).

This lease does not grant to Lessee any license or right to use any part of the airport premises other than the "real property" identified above. However, the Lessee, as a part of the usual and ordinary manner of operating the hangar, shall have right of ingress and egress therefrom. The real property shall only be used for purposes of constructing and maintaining a completed hangar. In the event construction of a hangar has not commenced within seven months of the date this agreement is signed, or if construction is not completed within two months thereafter, the Lessor may elect to impose an increased rate of rent of up to \$500.00 per month until construction has completed and Lessee has obtained a certificate of occupancy. The election shall be made by majority vote of the Yankton Board of City Commissioners, after the Tenant has been given (or declines) an opportunity to be heard.

If the Lessor makes a substantial change to the airport so as to necessitate a change in location of aircraft hangars, then the Lessor shall have the right to require the Lessee to relocate his aircraft hangar, at the Lessee's expense, to another location

identified by the Lessor as an appropriate area for privately owned hangars. After written notice thereof, the Lessee shall have a reasonable time in which to complete the relocation.

2. **TERM, RENEWAL & TERMINATION.** The “initial term” of this lease shall begin upon the date of the execution of this lease and shall continue until five (5) years from the date of this signed document.

This lease shall be renewable for additional five (5) year “subsequent terms.” Extension beyond each subsequent term shall be solely within the discretion and at the option of the Lessor. As such, this lease is not automatically renewable at the end of a subsequent term.

If the Lessee desires to terminate this lease, then the Lessee shall give written notice, via certified mail, to the Lessor at least ninety (90) days prior to the expiration of the lease.

3. **RENT.** Lessee shall pay rent to the Lessor. The rent shall be the sum of \$.10 per square foot building space per year. The amount of the rent shall be renegotiated near the end of each five-year subsequent term. Negotiations to determine the rent shall be guided by the rent charged to other aircraft hangar Lessees at the Chan Gurney Municipal Airport, including the rent charged to the fixed base operators.

Lessee shall pay the rent on a yearly basis. The first annual payment shall be pro-rated, and it shall be calculated by multiplying a daily rate (total annual rent/365 days) by the number of days during the first partial year beginning upon the date of the execution date of this lease and ending upon the last date of the year. The initial term rent shall be paid within ten (10) days after the Lessor approves the lease. Thereafter, the annual rent shall be due and payable on the first day of January.

4. **HANGAR OWNERSHIP.** The hangar shall remain the property of the Lessee, his successors or assigns. If the Lessee desires to purchase casualty insurance for his hanger, then he is obligated to pay for the same. The Lessee may remove the hanger from the “real property” by giving written notice to the City of Yankton thirty (30) days prior to removal of the hanger. After the initial construction of the hangar, the Lessee may not alter or remodel the hangar without the written permission of the Lessor. If the Lessee desires to transfer ownership of the hangar, and the hangar shall remain on the “real property,” then transfer shall be subject to prior written approval of the Lessor. In the event Lessee or its Lessor-approved successor(s) in interest should deconstruct or remove the hangar upon termination of this lease or for any

other reason, Lessee agrees to complete such deconstruction or removal in a manner that does not damage the real property or personal property of the Lessor, and Lessee shall return the property to its pre-construction condition except as approved by Lessor in writing.

5. **USE.** The “real property” shall be used solely for the purpose of Lessee storing and maintaining his own aircraft and associated personal property. No other commercial use is permitted on the “real property” or within the hangar. The Lessee shall not store gasoline or other combustible material on the premises with the following limited exceptions:

- (a) Fuel in the fuel tank of aircraft or other motorized vehicles;
- (b) Quantities of flammable and combustible liquids in excess of 10 gallons used for maintenance purposes and for the operation of aircraft maintenance equipment may be kept upon the premises, but shall be stored in liquid storage cabinets only in accordance with International Fire Code Section 3404.3.2.; and
- (c) Quantities of flammable and combustible liquids not exceeding 10 gallons may be stored upon the premises outside of a cabinet when in approved flammable liquid storage containers only in locations approved by Lessor.

The Lessee agrees to comply with all Federal (including U. S. Environmental Protection Agency and The Federal Aviation Administration), State and Municipal laws, rules, statutes, ordinances and regulations that are applicable to the operation of the airport, as they exist today or are amended hereafter.

Lessee shall assume all costs for utility relocation, taxiway construction or any other type of work needed to make the premises suitable for the construction and use of said airplane hangar. The lessee further agrees to maintain the premises in good appearance and maintain the building in good repair.

6. **SUB-LET.** Lessee shall not assign or sub-let the “real property” or “hangar” without prior written approval from the Lessor.

7. **NON-DISCRIMINATION.** The Lessee, in the use of the leased premises, shall not on the grounds of race, color, or national origin discriminate or permit discrimination against any person or group of persons in any manner prohibited by Part XV of the Federal Aviation Regulations. Lessee further agrees to

comply with any requirement made to enforce the foregoing covenant which may be demanded of the Lessor by the United States.

8. **LIABILITY INSURANCE**. At all times during the term of this lease, and during any extension or renewal term thereof, the Lessee shall be obligated to carry and to pay for liability insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00), for any personal injury or property damage for which the Lessee might become liable due to the possession, construction, operation and maintenance of the aircraft hangar. A certificate of insurance certifying that said insurance is in full force and effect shall be filed with the City Finance Office on January 1st of each year.

9. **LIABILITY**. The Lessee herewith agrees to hold the City of Yankton harmless by reason of destruction by fire, wind, storm, tornado, or Act of God, of the hangar and its contents.

Except as otherwise prohibited by law, Lessor shall not be liable for any damage, either to person or property, sustained by any person not due directly to the act or omission of the Lessor. As such, Lessee shall indemnify and hold Lessor harmless against all liabilities, obligations, damages, penalties, claims, costs, expenses, and losses, including attorneys fees, paid or as a result of or in connection with Lessee's use or occupancy of the "Real Property" and the hangar, during the term of the lease as a result (a) of any breach by Lessee, Lessee's agent, contractors, employees, customers, invitees, licensees, of any covenant or condition of this lease required to be performed by the Lessee hereunder or (b) of any accident that may occur in or about the "Real Property" or improvements thereon, or the hangar, caused by Lessee's failure to comply with any governmental authority, or the carelessness, negligence or improper conduct of the Lessee, Lessee's agent, contractors, employees, customers, invitees or licensees. Lessor is hereby subrogated to all rights of Lessee against any other parties in connection with any such injury or damage. If any claim is initiated against Lessee or Lessor due to Lessee's actions associated in any manner with this leasehold, Lessee shall give prompt notice to Lessor.

10. **INSPECTION & CANCELLATION**. The Lessee agrees that the City of Yankton may cause the "real property" and hangar to be inspected for the purpose of identifying violations of Federal, State, and Municipal laws. This provision is not subject to arbitration.

If the Lessor identifies violations thereof, then the Lessor shall give written notice, return receipt requested, to the Lessee who shall be permitted thirty (30) days

from the date of said notice in which to correct the law violations. In the event Lessee shall fail to correct the law violations noted therein within thirty (30) days after the receipt of the written notice, then the Lessor shall have authority to cancel and forfeit this lease. In such case, the Lessee shall be given sixty (60) days after the expiration of the original thirty (30) days to remove his property from the "Real Property" or to forfeit same. Lessee agrees that in the event he fails to remove his property from the "Real Property" within said period, then the Lessee's personal property shall be forfeited to the City of Yankton and Lessee shall lose all right, title and interest therein.

11. **BREACH**. Other than the inspection procedure noted above, if a party believes that the other has breached this lease, then the party alleging the breach shall provide written notice, via certified mail, to the Lessee in which it identifies the alleged breach of the terms hereof and notice of the time in which the breach shall be cured. Failure to cure during said reasonable period shall constitute a breach of this lease. Thereafter, the party alleging the breach may then request arbitration.

12. **ARBITRATION**. Except as herein provided, all disputes arising under the terms of the Agreement and not settled between the parties hereto shall be subjected to arbitration as provided by SDCL 21-25A. However, the parties reject the second sentence of SDCL 21-25A-14 and agree that any hearing by arbitrators requires the presence of all arbitrators. In addition, each party shall choose one arbitrator of its choice and those chosen arbitrators shall choose a third arbitrator.

13. **RELATIONSHIP OF PARTIES**. Nothing contained herein shall be deemed or construed by anyone as creating the relationship of principal and agent, employee and employer, of partnership or of joint venture between the parties hereto.

14. **NON-WAIVER**. No delay or omission of the right to exercise any power by either party shall impair any such right or power, or shall be construed as a waiver of any default or as acquiescence therein. One or more waivers of any covenant, term or condition of this Lease by either party shall not be construed by the other party, or a court, as a waiver of a subsequent breach of the same covenant, term or condition. The party requiring consent or approval shall not be deemed to waive or render unnecessary consent to approval of any subsequent similar act.

15. **HEADINGS**. The headings of the several sections contained herein are for convenience only and do not define, limit or construe the contents of such articles.

16. **BINDING EFFECT.** The covenants, agreements and obligations herein contained, except as herein otherwise specifically provided, shall extend, bind and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns.

17. **FORCE MAJURE.** Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected. The provisions of this shall not operate to excuse Lessee from prompt payment of rent, percentage rent, additional rent or other monetary payments required by the terms of this Lease.

18. **RECORDATION.** Lessee shall not record this Lease. However, the Lessee may file a Memorandum; the recording fee shall be paid by the Lessee.

19. **ACCEPTANCE OF PAYMENT.** No Payment by Lessee, or receipt by Lessor, of a lesser amount than the amount then due under this Lease shall be deemed to be other than on account of the earliest portion thereof due. Nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed an accord and satisfaction.

20. **SEVERABILITY.** If any portion of this agreement is found to be unenforceable, then the remainder shall remain in full force and effect.

21. **GOVERNING LAW & CHOICE OF VENUE.** The laws of the State of South Dakota and the City of Yankton shall govern the validity, performance and enforcement of this Lease. Furthermore, the parties agree that the venue for filing any action shall be Yankton County.

22. **INTEGRATION.** This agreement contains the entire understandings between and among the parties, both written and oral, and supersedes any prior understandings and agreements among them, both written and oral, respecting the subject matter of this agreement.

23. **AMENDMENT.** This lease agreement shall not be modified without a written agreement between the parties thereof. Any such agreement which is not in writing is null and void.

24. **ABANDONMENT.** If any time during the term of the lease the Lessee abandon the premises, then the Lessor may, at its option, enter the "real property," by any means, without being liable for prosecution or civil damages, and relet the premises for the whole or any part of the then unexpired term. Thereafter,

the Lessor may receive and collect all rent payable by virtue of such reletting. And, at Lessor's option, it may hold the Lessee liable for any difference between the rent that would have been payable under this lease during the balance of the unexpired term if this lease had continued and the net rent for such period realized by Lessor by means of such reletting.

IN TESTIMONY WHEREOF, both parties have hereunto set their hands the day and year first above written.

LESSOR
CITY OF YANKTON, SOUTH DAKOTA
A Municipal Corporation

ATTEST

By: David Carda, Mayor

Al Viereck
Finance Officer

LESSEE



By: Chris Nelson

Address: 30693 US Hwy 81 YKA

Phone No: 665-6436

Email: _____