



CITY OF YANKTON

2019_06_24

COMMISSION MEETING



Mission Statement
To provide exemplary experiences, services & spaces that create opportunities for everyone to learn, engage and thrive.

YANKTON BOARD OF CITY COMMISSIONERS

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

Monday, June 24, 2019

City of Yankton Community Meeting Room

Located at the Career Manufacturing Technical Education Academy formerly known as 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 June 10, 2019** **Attachment I-2**
3. **City Manager's Report** **Attachment I-3**
4. **Public Appearances** - 15 Year Plaque Presentation from SDML Work Comp Fund Administrator Brad Wilson

Public appearances is a time for persons to address the City Commission on items not listed on the agenda. No action may be taken on a matter raised under this item of the agenda until the matter itself has been specifically included on an agenda as an item upon which action will be taken. Each person has up to three minutes to speak. Comments made during the Public Appearance Comment period of the agenda may be on any subject. There shall be no personal attacks against the Mayor, members of the City Commission, City Staff, or any other individual.

II. CONSENT ITEMS

Matters appearing on the Consent Agenda are expected to be non-controversial and will be acted upon by the City Commission at one time, without discussion. Approval constitutes following the recommendation of the City Manager on each item.

1. **Establish public hearing for sale of alcoholic beverages**
Establish July 8, 2019, as the date for the public hearing on the request for a Special Events (on-sale) Liquor License for August 2, 2019 from VFW (Colin Reisner, Quartermaster), 209 Cedar Street, 4-H Grounds, 709 Whiting Drive, Yankton, S.D. **Attachment II-1**

III. OLD BUSINESS

Old business includes items that have previously appeared on the City Commission's agenda and require further consideration or action by the board.

1. **2019 Assessment Roll–Noxious Vegetation & Tree Trimming – Public Hearing**

Consideration of Memorandum #19-136, Resolution #19-25, and public hearing on the special assessment roll for Street Tree Trimming, Sidewalk Snow Removal, and Nuisance Vegetation Abatement

Attachment III-1

2. **Public hearing for sale of alcoholic beverages**

Consideration of Memorandum #19-137 regarding the request for a Special Events RETAIL (on-sale) Malt Beverage for 1 day, September 21, 2019, from Heritage Homes, Inc., (Rachel Cure, President), 509 Pine Street, Yard Party, Yankton, S.D.

Attachment III-2

Adoption of an ordinance is typically a two-meeting process. At the first meeting, an ordinance is introduced, and the first reading is held. During the second meeting, the ordinance is discussed by the commission and the public and then considered for adoption.

IV. NEW BUSINESS

New business items are those that have not been discussed by the Commission previously.

1. **Bid Award – Petroleum and Transport Tankwagon Petroleum Products**

Consideration of Memorandum #19-138 regarding the 2019-20 Annual Supply of Petroleum & Transport Tankwagon Petroleum Products

Attachment IV-1

2. **Change Order and Close-out of Highway 81/Broadway Sidewalk**

Consideration of Memorandum #19-141 regarding Change Order Number 1, Final Project Acceptance and Final Payment for Highway 81/Broadway Sidewalk

Attachment IV-2

3. **Change Order and Close-out of 26th Street Project**

Consideration of Memorandum #19-142 regarding Change Order Number 1, Final Project Acceptance and Final Payment for the 26th Street Project

Attachment IV-3

4. **Parking Restriction**

Consideration of Memorandum #19-143 and Resolution #19-28 regarding Restricting Parking between 21st & 23rd Street on Kellen Gross Drive

Attachment IV-4

5. **Apron Expansion, Hangar Relocation & Hangar Removal Project**

Consideration of Memorandum #19-140 approving the submittal of a Pre-Application for Apron Expansion, Hangar Relocation and Hangar Removal Project #3-46-0062-029-2019 at the Chan Gurney Municipal Airport and authorizing the City Manager to sign the pre-application and subsequent application and administrative documents associated with the project

Attachment IV-5

6. **Reserve Officer Program – Yankton Police Department**
Consideration of Memorandum #19-144 regarding Reserve Officer Program for Yankton Police Department
Attachment IV-6
7. **Commission Orientation / Refresher**
Consideration of Memorandum #19-139 regarding commission orientation / refresher
Attachment IV-7
8. **Cable Television Franchise Extension – MidContinent and VAST**
Consideration of Memorandum #19-145 supporting introduction, public comments, and first reading of Ordinance #1022, an ordinance on the Franchise Agreement with MidContinent and Vast
Attachment IV-8
9. **Municipal Bicycle Trail Easements**
Consideration of Memorandum #19-146, authorizing the City Manager to execute three Municipal Bicycle Trail Easements on private property adjacent to West City Limits Road in Golf View Estates Subdivision
Attachment IV-9
- V. **OTHER BUSINESS**

Other business is a time for City Commissioners to address the commission regarding matters not on the agenda. These items will be deliberated by the governing body and will not be acted upon at this time. Items mentioned may be added to a future City Commission meeting or work session for deliberation or action.

VI. **ADJOURN INTO EXECUTIVE SESSION TO DISCUSS PERSONNEL, LITIGATION & CONTRACTUAL MATTERS UNDER SDCL 1-25-2**

Executive or closed meetings may be held by a majority vote of the governing body for the sole purposes of:

- Discussing the qualifications, competence, performance, character or fitness of any public officer or employee.*
- Consulting with legal counsel or reviewing communications from legal counsel about proposed or pending litigation or contractual matters.*
- Preparing for contract negotiations or negotiating with employees or employee representatives.*
- Discussing marketing or pricing strategies by a board or commission of a business owned by the City, when public discussion may be harmful to the competitive position of the business.*

Any official action concerning such matters shall be made at an open official meeting.

VII. **RECONVENE AS BOARD OF CITY COMMISSIONERS**

1. Roll Call

VIII. **ADJOURN THE MEETING OF JUNE 24, 2019**

The City of Yankton Community Meeting Room is accessible to everyone. 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
June 10th, 2019**

Board of City Commissioners of the City of Yankton was called to order by Mayor Johnson.

Roll Call: Present: Commissioners Benson, Carda, Hoffner, Miner, Moser, Schramm and Webber. Deputy City Attorney Lindsay Hovden and City Manager Leon were also present. Absent: Commissioner Ferdig. Quorum present.

Action 19-152

Moved by Commissioner Miner, seconded by Commissioner Moser, to approve the Minutes of the regular meeting of May 28th, 2019.

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

Motion adopted.

Action 19-153

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

3D Specialties Inc-Bolts-\$1,150.42; Action Targets-Targets-\$74.46; Adobe Creative Cloud-Contracted Services-\$53.24; Adobe Stock-Contracted Services-\$31.94; Alert Magazine LLC-Advertisement-\$205.00; Amazon-Contracted Services-\$13.83; Amazon-Special Events-\$27.32; Amazon-Summer Programs-\$38.16; Amazon-Video Rig-\$8.86; Amazon-Special Events-\$13.60; Amazon-Radio Antennas-\$32.25; Amazon-Books-\$135.95; Amazon-Video Rig-\$63.74; Amazon-Summer Programs-\$143.65; Amazon-Summer Reading Supplies-\$31.90; Amazon-Pool Display Stand-\$70.26; Amazon-Cordless Stick Vacuum-\$463.14; Amazon-Access Point-\$379.99; Amazon-Dvds-\$199.61; Amazon-Protection Plan-\$47.91; Amazon-Spider Straps-\$37.26; Amazon-Rigging Plate-\$59.63; Amazon-Power Supply Access Pnt-\$16.85; American Red Cross-AED Trainer-\$369.82; A-Ox Welding Supply Co Inc-Propane-\$93.16; Itunes.Com-Ian Notate-\$21.28; Arbor Day Foundation-Membership Dues-\$35.00; ARC Services/Training-Lifeguard Training-\$950.00; Associated Supply-Pool Chemicals-\$1,834.08; AT&T-Cell Phones-\$299.34; AT&T-Monthly Mobile Data-\$456.05; Auto Value Parts Store-Filters-\$1,476.44; Autozone-Grease-\$180.23; Avenu Insights & Analytics LLC-Maint Program Support-\$1,902.02; Avera Health Plans-Flex Spending Fees-\$33.95; Avera Heart Hospital C-AED-\$79.00; Bartlett & West Inc-Gravity Sewer Const-\$6,808.44; Battery Exchange-Battery For Row Turner-\$120.95; Becker/Carolyn-Refund-\$82.62; Best Western Hotels-Travel Expense-\$34.95; Bierschbach Equip Supp-Pool Repairs-\$28.00; Bies/Brad-Reimbursement-\$72.74; Bobs Candy-Special Events-\$22.00; Boller Printing-Printing-\$506.33; Bomgaars-Ag Supplies-\$3,780.90; BSN Sports LLC-Softballs For Leagues-\$341.64; Buhl Cleaners-Towels-\$379.01; Burger King-Travel Expense-\$7.94; Butler Machinery Co-Filters-\$185.20; Canva-Advertising-\$32.00; Canva-Advertising-\$28.00; Canva-Advertising-\$23.00; Casa Del Rey-Travel Expense-\$39.40; Caseys Gen Store-Seminar Fuel Expense-\$41.06; Cedar Knox Public Power Dist-Elect-\$1,184.57; CEI Enterprises Inc-Repairs-\$1,162.05; Center Point Large Pri-Large Print Books-\$133.62; Centurylink-Phone-\$1,283.51; Chamber Of Commerce-Retirement Gifts-\$200.00; Chewy.Com-K9 Vitamins-\$79.86; CHS Freeman SDREF Fuels-Fuel-\$17,408.20; Chucks Sanitary Service-Clean Drain-\$100.00; City Of Vermillion-Jt Power Cash Trans-\$92,575.20; COY/Central Garage-Rubbish-\$19.00; COY/City Clean-Up-City Wide Clean Up-\$22,342.84; COY/Fire Dept-Garbage-\$17.98; COY/Parks-Landfill Charges-\$185.97; COY/Solid Waste-Compacted Garbage-\$14,316.53; City Utilities-WTR/WW Charges-\$6,329.84;

Clark-Training Fuel-\$28.00; Clarks Rentals-Flange And Outer Pin-\$207.00; Columbia Sportswear-Clothing Allowance-\$87.29; Concrete Material-Mulch-\$52.00; Conoco-Training Fuel-\$40.00; Core & Main-Water Main Supplies-\$1,517.64; Cornhusker Intl Truck Inc-Air Filters-\$161.91; Cowboy Store-Fuel-\$32.00; Cox Auto Supply-Chain Lube-\$213.59; Credit Collection Service Inc-Utility Collection-\$124.34; Crescent Electric-Batteries-\$4,076.68; Crissey/Preston-Boot Allowance-\$120.00; Crooked Pint-Travel Expense-\$33.06; Culvers-Travel Expense-\$15.43; Culvers-K9 Training Expense-\$7.41; Culvers-Travel Expense-\$6.22; Dairy Queen-Training Expense-\$25.76; Dakota Fence-Trash Lids-\$806.00; Dakotaland Holdings-Windshield Replacement-\$225.00; Danko Emergency Equipment-Shop Light-\$195.16; Dash-Medical Gloves-\$155.80; Dept Of Corrections-Doc Work Program-\$428.40; Dept Of Health-Water Samples-\$1,192.00; Dianes Greenhouse-Flowers-\$4,494.70; Discount Fuels-Training Fuel-\$25.00; Downing/Tim-Golf Card Refund-\$17.97; Dropbox-Professional Services-\$99.00; Dungarees LLC-Uniform Pants-\$85.18; Echo Electric Supply-Light Bulbs-\$107.40; Oracle-Training Expense-\$18.59; Ehresmann Engineering-Cutting Edge Materials-\$146.05; Embroidery & Screen Wo-Shirts And Hats-\$240.50; Ethanol Products LLC-CO2-\$388.88; Facebook-Publishing-\$9.00; Facebook-Promotions-\$37.29; Fastenal-Hardware-\$65.91; FedEx-Evidence Shipping-\$19.84; Feimer Construction-Sewer Repairs-\$3,301.92; Ed M Feld Equipment Co Inc-Air Hose-\$87.00; Firehouse Subs-Training Expense-\$10.73; Fred Haar Company-Gator Repairs-\$2,208.92; Fredpryor Careertrack-Leadership Training-\$283.29; Garys Repair-Towing-\$100.00; Geotek Eng & Testing Serv Inc-Soil Samples-\$2,000.00; Golden Bowl Chinese Re-Travel Expense-\$32.96; GPS Industries-GPS Cart Fee-\$1,920.00; Grainger-Janitorial Supplies-\$4.71; Grant Writing-Grant Writing Course-\$910.00; Graymont Capital Inc-Lime-\$9,033.09; H & K Oil Inc-Vehicle Repairs-\$88.83; Hach Company-Turbine Monitor-\$2,874.55; Hampton Inn & Suites-Lodging-\$208.92; Hanson Briggs Advertising Inc-Window Envelopes-\$678.15; Hartington Tree-Trees-\$160.00; Hawkins Inc-Sodium Hypochlorite-\$530.97; Hawkins Inc-Azone-\$7,644.06; HDR Engineering Inc-Water Plant Const-\$39,242.18; Holiday Inn Deadwood-Drug Conference Lodging-\$118.00; HyVee-Retirement Cake-\$155.85; City Directories-Polk City Directory-\$410.00; Ink Technologies LLC-Toner-\$228.95; Int L Code Council Inc-ICC Licensing Exam-\$296.08; Complete Wireless-Pager Repairs-\$450.89; Niche Academy-Professional Services-\$1,400.00; Powers Port A-Porta Pots-\$1,125.00; Integrated Technology & Security-Professional Services-\$1,087.95; Inyo Entertainment-Movie License-\$250.00; Midwest Alarm-Alarm Line Monitoring-\$63.00; IR Industrial-Air Compressor Maint-\$722.17; J & H Care & Cleaning Company-Janitorial Services-\$5,500.00; Metrofax-Fax Service-\$7.95; Jacks Uniforms-Uniforms-\$1,032.84; Jel Solutions-Cleaning Supplies-\$2,726.88; Jimmy Johns-Sergeant Interviews-\$22.62; JL Beers Western-Travel Expense-\$16.07; Jo Deans-Torch Run Supplies-\$34.40; Johnson/Karen-Tree Reimbursement-\$40.73; John T Jones Construction-Wtr Plant Const-\$1,112,403.68; Kadrmas Lee & Jackson Inc-Apron Expansion-\$11,331.82; Kaiser Refrigeration-Pool Supplies-\$769.15; Kaiser Refrigeration-Saw Repair-\$48.50; Kellen & Streit Inc-Rip Rap-\$6,442.06; Kendell Doors & Hardwa-Door Replacement-\$159.37; Klines Jewelry-Retirement Gifts-\$214.98; Koletzky Implement Inc-Filters-\$269.00; Kopetskys Ace Hdwe-Weed Preventor-\$727.81; Kussman/Randy-Golf Card Refund-\$204.77; Kwik Case Inc-Dvd Cases-\$268.40; La Molinita-Training Expense-\$40.26; Language Line-Interp Service-\$129.89; Larrys Heating & Cooling-Kitchen Repair-\$292.50; Law Enforcement Semina-Training Course-\$350.00; Levis Outlet-Clothing Allowance-\$79.98; Lewis & Clark BHS-Employment Screening-\$1,026.00; Lewis & Clark Homebuilder Assn-Membership Dues-\$350.00; Lewis And Clark Ford-Replace 02 Sensor-\$609.58; Leydon/Lisa-Membership Refund-\$113.20; Light And Siren-Truck Repairs-\$311.00; Loves Travel-Training Fuel-\$45.73; Loves Travel-Training Fuel-\$51.85; Luken Memorials Inc-Memorial Stone-\$300.00; Marks Machinery Inc-Mower Repair-\$974.48; Marks Machinery-Safety Switch-\$26.00; Masonry Components Inc-26th St Reconstruction-\$98,358.97; McMaster-Carr-Uv Cooling Fans-

\$597.42; MDSP Production-Picnic Tables-\$1,943.25; Mead Lumber-Gridmarker-\$563.36; Menards-Supplies-\$11.98; Menards-Plaza Mulch-\$2,307.89; Merkel Electric-Light And Outlet Install-\$1,294.54; Mexico Viejo-Staff Appreciation-\$82.01; Midamerican Energy-Fuel-\$4,227.65; Midamerican Energy-Fuel-\$4,124.68; Midwest Alarm Company Inc-Alarm Monitoring-\$126.00; Midwest Laboratories-Annual Testing Nutrients-\$1,594.88; Midwest Tape-Av-\$926.76; Midwest Turf & Irrigation-Mower Repairs-\$374.17; Millenium Recycling-Single Stream Recycling-\$2,259.30; Millerbernd Manufacturing Co-Shaft Assembly-\$2,077.00; Muller/Hope-Refund-\$47.93; Municipal Code Corp-Annual Web Hosting-\$550.00; Mutt Mitt-Mutt Mitts-\$2,349.65; NBS Calibrations-Balance Calibration-\$193.00; NETOP Tech Inc-Remote Control Software-\$998.00; Nick S Gyros-Certification Expense-\$18.49; Niobrara State Park-Lifeguard Class Reimburs-\$130.00; Nitv Federal Services-CVSA Certification-\$1,690.00; Northwestern Energy-Elect-\$63,298.04; NRA Membership Internet-Firearms Membership-\$60.00; Observer-Advertisement-\$108.00; Oil Price Information Service-Report-\$1,740.00; One Office Solution-Notary Stamp-\$92.15; One Office Solution-Lobby Chairs-\$1,400.42; Opentip.Com-Basketballs-\$66.27; OReilly Auto-Brake Rotor And Pads-\$502.21; OTC Brands Inc-Summer Reading Supplies-\$44.15; Overdrive Dist-E-Books-\$830.37; Overhead Door Co-Overhead Door Repair-\$509.68; Panda Express-Training Expense-\$34.24; Paradise Bakery And Ca-Training Expense-\$40.53; Paypal-Radio Utilities Locating-\$210.00; Paypal-Radio Batteries-\$67.98; Paypal-Pool Router-\$138.50; Paypal-Pool Supplies-\$177.66; Paypal-Warranty-\$16.33; Phnom Penh Restaurant-Travel Expense-\$33.63; Physio Control Inc-AED Maintenance-\$752.40; Pierre Clubhouse Hotel-Travel Expense-\$524.00; Prairie Nursery-Ag Supplies-\$220.07; Press Dakota MStar Solutions-Advertisement-\$315.00; Pressing Matters PR-Story Walk-\$112.00; Progressive Business-Membership-\$159.00; Quill Corporation-Office Supplies-\$216.71; Racom Corporation-Mobile Radio-\$2,337.99; Raiche/Joseph-Summer Program-\$250.00; Recorded Books-Cd Replacement-\$6.95; Recreation Supply Comp-Pool Supplies-\$117.60; Redrossa Italian Grill-Travel Expense-\$52.61; Rice Signs LLC-Signs-\$133.50; Riverside Hydraulics-Rebuilt Bobcat Cylinder-\$755.01; Rivistas Subscription-Magazine Subscription-\$114.94; Rons Auto Glass-Rock Chip Repairs-\$140.00; Rose Equipment-Filter Assembly-\$267.23; Roth/Danny-Health Insurance Refund-\$256.15; Royal Sport Shop-Uniforms-\$179.21; Sanitation Products Inc-Acuator-\$1,015.26; SCBA Sales & Rentals LLC-SCBA Tanks-\$2,819.76; SD Firefighters Assoc-Fire School Registration-\$340.00; SD Property Management-Flags For Park-\$109.84; Shell Oil-Fuel-\$63.32; Shell Oil-Drug Conference Fuel-\$50.35; Sherwin Williams-Shop Paint-\$59.17; Sherwin Williams-Traffic Paint-\$923.45; Shur-Co-Tarp Repair-\$483.07; Simonsen/Kelli-Refund-\$160.01; Sioux Falls Two Way Radio-Patrol Car Radio Repair-\$414.89; Skydine Sioux Falls-Training Expense-\$36.81; SLE Equipment-Spreader-\$1,495.26; Slowey Construction Inc-Crushing Concrete/Asphalt-\$18,221.87; MT & RC Smith Insurance Inc-Notary Insurance-\$80.00; Sonic Drive-Training Expense-\$9.66; South Dakota Amateur Softball-Softball Registration-\$1,120.00; South Dakota One Call-Message Fees-\$250.95; Southgate-Equipment Repairs-\$92.00; Midwest Striping-Mini Light Bars-\$1,425.00; SD Water & Was-Schools-\$93.00; Stan Houston Equipment-Pool Repairs-\$1,031.20; Stern Oil Co Inc-Oil-\$2,958.15; Stockwell Engineers Inc-Aquatics Facility Design-\$73,122.40; Sturdevants-Sensor-\$187.02; Sweeney Controls Company-SCADA-\$510.00; Swenson/Cinnamon-Refund-\$21.30; Teledyne Instruments-Sampler Tubing-\$354.00; Tessman Company Sioux-Mulch-\$2,307.42; The Lodge At Deadwood-SOR Conference Training-\$59.00; The Ups Store-Wet Test Shipping-\$429.47; TMA Yankton-Tires-\$2,053.22; Truck Trailer Sales-Hose-\$739.12; Truck Trailer Sales-Truck Repair-\$1,394.58; Tsurumi Pump Sales-Equipment Supplies-\$326.00; Turfwerks-Greensking Mower-\$26,900.00; U.S. Post Office-Utility Postage-\$1,400.00; Under Armour-Clothing Allowance-\$125.94; United Laboratories In-Chemical Wipes-\$484.37; United Parcel Service-Postage-\$143.50; United States Postal Service-Postage Meter-\$713.00; Us Bank Equipment Finance-Copier Lease-\$346.85; Us Bank Spa Lockbox-Drink WTR #6

C462038-06-\$768,958.54; USA Blue Book-Meter Flange Kits-\$2,094.54; USPS-Postage-\$100.21; Yanktonrodctr-Recorder Fees-\$32.50; Vessco Inc-O.C. Hydroxide Diaphragm-\$488.14; Viddler Inc-Video Hosting-\$41.48; Vistaprint.Com-Business Cards-\$15.95; Vogel Paint Inc-Traffic Paint-\$757.50; VWR International Inc-Hydrochloric Acid-\$287.65; Walgreens-Batteries-\$14.97; Walmart-Fruit/Rec Supplies-\$592.08; Walmart-Flash Drive-\$15.98; Walmart-Office Supplies-\$199.13; Watchguard Video-Watchguard Video Equip-\$285.00; Water & Env Eng Research Ctr-Lab Test-\$244.00; Wholesale Supply Inc-Memorial Concessions-\$1,185.50; Williams & Company Pc-Audit-\$24,795.00; Walmart-Dvds-\$382.32; Walmart-Summer Reading Supplies-\$13.32; Yankton Airshows Inc-Airshow Donation-\$500.00; Yankton Area Chamber O-Conference-\$140.00; Yankton Co 4-H-Babysitting Clinic-\$375.00; Yankton County Auditor-Capital Improvement Cost-\$15,740.81; Yankton County Observer-Subscription-\$30.00; Yankton Fire & Safety Co-Inspection-\$164.75; Yankton Medical Clinic-Immunizations-\$1,427.00; Yankton Nurseries LLC-Tree-\$125.00; Yankton School District-1st QRTR Shared Expenses-\$57,039.88; Yankton Vol Fire Department-April/May Drills&Calls-\$1,180.00; Yankton Winnelson Co-Pool Repairs-\$281.53; Yanktonmediainc-Subscription-\$139.64; Ykt Janitorial & DT SC-Janitorial Supplies-\$1,085.43

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

MAY SALARIES BY DEPT: Administration \$59,398.13; Finance \$50,808.33; Community Development \$52,078.50; Police & Dispatch \$222,151.83; Fire \$18,726.43; Engineering / Sr. Citizens \$66,764.89; Streets \$64,413.97; Traffic Control \$5,534.21; Library \$42,121.65; Parks / Sac \$121,450.35; Marne Creek \$5,827.43; Water \$56,445.73; Wastewater \$58,155.99; Cemetery \$8,125.64; Solid Waste \$32,706.82; Landfill / Recycle \$29,898.81; Central Garage \$10,756.53

NEW HIRES: Jaclyn Arens \$15.00 hr. Recreation Division; Colton Bender \$1,703.12 bi-wk. Police; Alyssa Carritt \$10.00 hr. Recreation Division; Colton Dahlerup \$11.00 hr. Airport; Eric Derickson \$2,155.23 bi-wk. Engineering; Allie Dilts \$10.25 hr. Recreation Division; McKinna Faulkenberry \$14.00 hr. Parks Division; Coleman Frank \$10.25 hr. Recreation Division; Brady Hale \$10.75 hr. Cemetery Division; Sandra Heatherly \$12.00 hr. Recreation Division; Alexandre Irwin \$10.50 hr. Trails; Hannah Jussel \$10.25 hr. Recreation Division; Cole Larson \$1,703.12 bi-wk. Police; Brooke Madson \$10.00 hr. Recreation Division; Audrey Paulson \$9.50 hr. Recreation Division; Traci Peterson \$9.50 hr. Recreation Division; Austin Riggins \$11.00 hr. Solid Waste; Jonah Rothermel \$1,505.31 bi-wk. Water; Beau Rothschadl \$11.00 hr. Engineering; Skyler Russenberger \$1,703.12 bi-wk. Police; Abbigail Schmidt \$10.25 hr. Recreation Division; Mason Schramm \$469.62 mo. City Commissioner; Ashley Schweitzer \$11.59 hr. Engineering; Levi Suing \$10.50 hr. Cemetery Division; John VerHeul \$11.50 hr. Streets; Jerry L Webber \$469.62 mo. City Commissioner.

WAGE CHANGE: Madalyn Aren \$11.00 hr. Rec Div; Brianna Benjamin \$11.00 hr. Rec Div; Shaye Bloch \$10.75 hr. Rec Div; Avery Brockberg \$11.35 hr. Rec Div; Kobe Bowker \$11.25 hr. Parks Div; Jennica Delvaux \$10.25 hr. Rec Div; Cole Diedrichsen \$10.50 hr. Rec Div; Hanna Eide \$9.75 hr. Rec Div; Natalie Ferris \$10.00 hr. Rec Div; Biranna Geigle \$11.35 hr. Rec Div; Kellie Geigle \$11.00 hr. Rec Div; Olivia Granaas \$10.75 hr. Rec Div; Carson Haak \$9.75 hr. Rec Div; Lance Haak \$10.25 hr. Rec Div; Logan Haak \$11.00 hr. Rec Div; Katie Hauser \$11.60 hr. Rec Div; Jordan Houdek \$11.35 hr. Rec Div; Arion Huntley \$11.00 hr. Rec Div; Cameron Jueden \$10.75 hr. Parks Div; Julie Koller \$13.25 hr. Rec Div; Sophie Kouri \$11.00 hr. Rec Div; Noel Kusek \$11.25 hr. Rec Div; Emilee LaBarge \$10.50 hr. Rec Div; Grayson Lange \$10.50 hr. Rec Div; Haley Larson \$9.75 hr. Rec Div;

Barbara Law \$12.75 hr. Rec Div; Grace Liebig \$10.50 hr. Rec Div; Kyra Liebig \$11.60 hr. Rec Div; Kayla Loecker \$14.00 hr. Rec Div; Mary Loecker \$13.00 hr. Rec Div; LaVonne Lorenzen \$13.00 hr. Rec Div; Eric Luken \$11.00 hr. Rec Div; Robert Marlow \$11.00 hr. Cemetery Div ; Elsie Marquardt \$9.75 hr. Rec Div; Carol Miller \$12.75 hr. Rec Div; Rebecca Moser \$10.25 hr. Rec Div; Mitch Mueller \$11.50 hr. Parks Div; Skyler Olson \$11.00 hr. Parks Div; Sharlotte Peterson \$13.50 hr. Rec Div; Owen Phillips \$10.75 hr. Rec Div; Andrew Peitz \$11.60 hr. Rec Div; Tracy Raab \$12.75 hr. Rec Div; Melinda Reichert \$13.00 hr. Rec Div; Lucas Rockne \$11.25 hr. Rec Div; Sarah Rockne \$11.25 hr. Rec Div; Zachary Rohde \$10.50 hr. Rec Div; Cassandra Santiago \$12.25 hr. Rec Div; Jack Sasek \$11.00 hr. Parks Div; Erika Schenk \$9.75 hr. Rec Div; Olivia Schmidt \$10.50 hr. Rec Div; Mallory Schmidt \$14.00 hr. Rec Div; Katie Schmidt \$12.50 hr. Rec Div; Katie Schmidt \$10.50 hr. Rec Div; Diane Schramm \$10.25 hr. Rec Div; Catherine Scott \$12.50 hr. Rec Div; Madelynn Smith \$9.75 hr. Rec Div; Twila Stibral \$13.25 hr. Rec Div; Grace Taggart \$10.50 hr. Rec Div; Heather Thomas \$12.00 hr. Rec Div; Lauren Vik \$10.75 hr. Parks Div; Jenna Trail \$11.35 hr. Rec Div; Larry Wagner \$10.50 hr. Rec Div; Maggie Wallis \$11.60 hr. Rec Div; Kelsey Westerman \$10.25 hr. Rec Div; Blake Wieseler \$11.00 hr. Rec Div.

STATUS CHANGE: John Gleich \$1,830.35 bi-wk. Grounds Maintenance Worker to Parks Fleet Mechanic & Grounds Maintenance Worker

City Manager Leon submitted a written report giving an update on community projects and items of interest.

There were no public appearances at that time.

Chief Harris introduced Officer Preston Crissey of the School Resource Officer Program. Officer Crissey gave an overview of the program and the services involved, including the program's main goal of having a good working relationship with students.

Action 19-154

Moved by Commissioner Carda, seconded by Commissioner Miner, that the following items on the Consent Agenda be approved.

1. **Establish public hearing for sale of alcoholic beverages**

Establish June 24, 2019, as the date for the public hearing on the request for a Special Events RETAIL (on-sale) Malt Beverage for 1 day, September 21, 2019, from Heritage Homes, Inc., (Rachel Cure, President), 509 Pine Street, Yard Party, Yankton, S.D.

2. **Transient Merchant License**

Consideration of Memorandum 19-127 recommending approval of the application from Lewis & Clark Theatre for a Transient Merchant License for July 27, 2019.

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

Action 19-155

This was the time and place for the public hearing for the application of a Special Events (on-sale) Liquor License for 1 day, June 18, 2019 from Chamber of Commerce, (Carmen Schramm, Director)

d/b/a Chamber of Commerce, Ag-Gala, 4-H Ice Arena, 709 Whiting Drive, Yankton, S.D.

(Memorandum 19-130) No one was present to speak for or against the application.

Moved by Commissioner Schramm, seconded by Commissioner Miner, to approve the license.

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

Motion adopted.

Action 19-156

This was the time and place for the public hearing for the application of a Special Malt Beverage (on-sale) Retailers License for 1 day, July 1, 2019, from The Center (Christy Hauer, Executive Director), 900 Whiting Drive, Yankton, S.D. (Memorandum 19-131) No one was present to speak for or against the application.

Moved by Commissioner Miner, seconded by Commissioner Moser, to approve the license.

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

Motion adopted.

Action 19-157

This was the time and place for the public hearing for the application of a Special Malt Beverage (on-sale) Retailers License and a Special (on-sale) Wine Retailers License for 1 day, June 15, 2019, from The Center (Christy Hauer, Executive Director), 900 Whiting Drive, Yankton, S.D. (Memorandum 19-132) No one was present to speak for or against the application.

Moved by Commissioner Miner, seconded by Commissioner Moser, to approve the license.

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

Motion adopted.

Action 19-158

This was the time and place for the public hearing for the application of a Special Malt Beverage (on-sale) Retailers License and a Special (on-sale) Wine Retailers License for 1 day, September 21, 2019, from The Center (Christy Hauer, Executive Director), 900 Whiting Drive, Yankton, S.D.

(Memorandum 19-131) No one was present to speak for or against the application.

Moved by Commissioner Schramm, seconded by Commissioner Moser, to approve the license.

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

Motion adopted.

Action 19-159

Moved by Commissioner Miner, seconded by Commissioner Carda, to approve the proposed rate structure for the Summit Activities Center Rentals for 2021, effective July 1, 2021. (Memorandum 19-114)

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

Motion adopted.

Action 19-160

Moved by Commissioner Schramm, seconded by Commissioner Miner, to adopt Resolution 19-26. (Memorandum 19-129)

RESOLUTION 19-26

Special Events Parking Request

WHEREAS, the City Commission adopted an Ordinance allowing for no parking designation for special events within the City of Yankton; and

WHEREAS, this Resolution would authorize the City of Yankton to tow vehicles that are parked in the defined area or areas and times specified for Special Events; and

WHEREAS, Lewis & Clark Theatre has made a request to enact this no parking zone for their event on July 27, 2019.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the City of Yankton, South Dakota hereby approves the Special Event Parking Request on Walnut Street from 3rd to 4th Street, to be in effect on July 27, 2019 from 7:00 AM to 4:00 PM.

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

Action 19-161

Moved by Commissioner Moser, seconded by Commissioner Miner, to adopt Resolution 19-27. (Memorandum 19-130)

RESOLUTION 19-27
Special Events Parking Request

WHEREAS, the City Commission adopted an Ordinance allowing for no parking designation for special events within the City of Yankton; and

WHEREAS, this Resolution would authorize the City of Yankton to tow vehicles that are parked in the defined area or areas and times specified for Special Events; and

WHEREAS, Discovery Church has made a request to enact this no parking zone for their event on June 23, 2019.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the City of Yankton, South Dakota hereby approves the Special Event Parking Request on a portion of Walnut Street between 3rd and 2nd Street starting at 7:00 am until 7:00 pm on Sunday, June 23, 2019, as shown on the attached map.

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

Action 19-162

Moved by Commissioner Benson, seconded by Commissioner Carda, to adjourn at 7:33 p.m.

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

Nathan V Johnson
Mayor

ATTEST: _____
Al Viereck, Finance Officer



OFFICE OF THE CITY MANAGER

www.cityofyankton.org

VOL. 54, NUMBER 12

Commission Information Memorandum

The Yankton City Commission meeting on Monday, June 24, 2019, will begin at 7:00 pm.

Non-Agenda Items of Interest

1) Community & Economic Development Department Update

The community is experiencing the impacts of the wet spring on our normal property maintenance routines. The extraordinarily wet weather has made it difficult for large and small property owners, and the city, to mow because of rapid vegetation growth and instances of standing water. Areas of our community have saturated soils or ponding that makes mowing impossible because it is inaccessible to equipment. Staff has responded to numerous calls about vegetation over the 8-inch community standard, reached out to dozens of property owners in person or by phone, issued 30 notices of violation and abated 13 properties that remained out of compliance after notice. However, on the whole property owners are doing a good job of mowing when the weather and site conditions permit and many property managers and lawn care services are working long hours to catch up on a backlog of vegetation maintenance.

2) Police Department Update

We kicked off the "You Can Too" program on Tuesday at the Boys and Girls Club. This is a pilot to prepare us to teach in the school district this fall.

Our new officers finished their classroom training and are now doing 14 weeks of Patrol Training. After successful completion of Patrol Training, they will attend the Law Enforcement Training Academy for 13 weeks.

The Police Department had an exit meeting with Ken Cole, the administrator for HSC. We will meet with the next HSC Director, once he or she has been named.

3) Human Resources Department Update

The Safety Committee has started reviewing and making revisions to the Employee Safety Manual. The last printing date for the manual was July 14, 2014. Sections of the handbook are identified for review during the committee's monthly meeting and the members bring their suggested revisions to the next meeting. Once the manual is updated, it will be brought to the Commission for review and adoption.

4) Library Update

Summer Reading is off to a good start! As of June 18, we have 276 readers registered for the program and working on reading challenges. We allow participants to sign up at any time throughout the summer, so our numbers will continue to grow. We have had great attendance for our programs so far.

Participants for programs do not have to be registered for summer reading or even have a library card to attend events. All are welcome! Our first family-friendly performer of the season, The Rope Warrior, brought in about 150 participants to watch this World Record holder and his awesome jump rope tricks. We were also very happy to have 52 individuals here for author, Kent Nerburn, on June 15.

We are moving ahead to replace the bathroom partitions in the Women's and Men's restrooms. This item was budgeted for 2019 and are a much-needed update the restrooms.

5) Public Works Department Update

Street Department crews are patching streets when the weather permits. Parking lot and street striping are in process as the weather allows.

The Street Department has received mosquito-trapping equipment from the South Dakota Department of Health-State Health Lab. Once the traps are up and running, staff will begin to monitor the variety and number of mosquitos caught and report the collected data to the State Health Lab.

Walnut Street from 2nd to 4th

The "Yankton" lanterns are currently being installed. Other than some minor punch list items, this is the final remaining task to complete the project. Once the punch list items are complete, staff will prepare final acceptance documents to bring forward to the Commission.

26th Street from Douglas Avenue to Mulberry Street

This project is complete. The acceptance documents are included in this packet.

21st Street from Broadway Avenue to Douglas Avenue

The contractor has completed approximately 50% of the pavement removals.

New water main has been installed from Broadway Avenue to Walnut Street. The required testing passed, so the contractor has started making the tie-ins on side streets.

Conflicts with other utilities has slowed the installation of storm sewer. We will continue to push ahead as those utilities are relocated.

A temporary access to the south side of Hy-Vee has been maintained, as much as possible, to help alleviate traffic congestion on Broadway Avenue.

Auld-Brokaw Trail – West City Limits Road and 31st Street

Work continues on this project. Crews have started on the Highway 50 portion, preparing the grade for the trail installation.

6) Environmental Services Department Update

John T Jones continues to move forward with the Water Plant Project. The project is scheduled to be substantially completed by October 1st. Final completion is scheduled for May, 2020. The project is scheduled to start treating water in mid-September.

S.J. Louis staff has demobilized from the gravity sewer project. City staff will be meeting with the contractor to address the dewatering options. The current releases from the dam have raised the ground water levels preventing the dewatering operation to continue as planned.

Staff has received the initial results from the trihalomethane (THM) quarterly testing. THM results are higher than normal for the second quarter in a row. The high levels will result in a THM violation. Staff is working with the South Dakota Department of environment and Natural Resources (DENR) on addressing the issue. The SD DENR will send the City an official notice of violation and the

requirements for public notice. City staff believes the high levels are a result of increased organics in the river due to high runoff and treatment basins being out of service during phases of construction.

7) Information Services Department Update

The week of June 17th through the 20th, the Yankton Communications Center hosted a 32-hour Tactical Dispatch Training Course, with 19 students attending the course from across the state, including five Yankton dispatchers. This training prepares the students to dispatch during a critical or high-stress incident which involves the use of SWAT or Special Response Teams. They were trained to work out of the mobile command center at the direction of the incident commander. The cost of the course was covered by a grant from South Dakota Law Enforcement Training. Agencies represented at the training are as follows: Brookings Police Department, Pennington County Emergency Services Communication Center, Oglala Sioux Tribal Police, Brown County Communications, Union County Sheriff's Office, Metro Communications Sioux Falls, Huron Police Department, Lincoln County Communications, and City of Yankton Communications.

8) Finance Department Update

The Deputy Finance Officer attended the annual SD Governmental Finance Officers' School held in Pierre on June 12 – 14, 2019. Conference topics included Legislative Updates; Special Assessments; Department of Legislative Audit and GASB Updates; DENR Water & Solid Waste Funding; Safety Issues in Cities; Liquor Licensing Review; Engaging Your Community Through Effective Social Media; Tax Levy and Valuations for TIFs; and Municipal Sales and Excise Tax Refresher.

Please see the enclosed Monthly Finance Report for May.

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 reports

Joint Powers Solid Waste monthly reports are included for your review. Minutes from the Airport Board are also included.

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 Leon
City Manager

FINANCE MONTHLY REPORT

Activity	MAY 2019	MAY 2018	MAY 2019 YTD	MAY 2018 YTD
UTILITY BILLING:				
Water				
Water Sold (in gallons per 1,000)	41,228	42,976	207,843	215,318
Water Billed	\$443,516.21	\$417,118.47	\$2,215,982.71	\$2,073,899.61
Basic Water Fee/Rate per 1000 gal.	\$24.61/\$5.83	\$21.71/\$5.55		
Number of Accounts Billed	5,364	5,290	26,518	26,216
Number of Bills Mailed	5,364	5,290	26,518	26,216
Total Meters Read	5,745	5,683	28,668	28,371
Meter Changes/pulled	2	3	17	25
Total Days Meter Reading	1	1	5	5
Misreads found prior to billing	0	0	0	0
Customers requesting Rereads	0	0	0	0
Sewer				
Sewer Billed	\$301,912.77	\$293,614.88	\$1,509,945.26	\$1,474,316.98
Basic Sewer Fee/Rate per 1000 gal.	\$10.18/\$6.17	\$9.69/\$5.87		
Solid Waste				
Solid Waste Billed	\$104,884.61	\$98,750.04	\$521,719.92	\$491,615.67
Basic Solid Waste Fee	\$21.83	\$20.79		
Total Utility Billing:	\$850,313.59	\$809,483.39	\$4,247,647.89	\$4,039,832.26
Adjustment Total:	(\$136.00)	\$327.67	(\$621.00)	(\$169.17)
Misread Adjustments	\$0.00	\$0.00	\$0.00	\$0.00
Other Adjustments	(\$46.00)	\$397.67	(\$91.00)	\$310.83
Penalty Adjustments OFF	(\$110.00)	(\$70.00)	(\$600.00)	(\$500.00)
Penalty Adjustments ON	\$20.00	\$0.00	\$70.00	\$20.00
New Accounts/Connects	116	103	314	263
Accounts Finaled/Disconnects	53	60	258	234
New Accounts Set up	6	12	13	31
Delinquent Notices	356	400	1918	1958
Doorknockers	166	139	752	774
Delinquent Call List	101	79	404	475
Notice of Termination Letters	19	2	77	42
Shut-off for Non-payment	13	2	38	24
Delinquent Notice Penalties	\$3,560.00	\$4,000.00	\$19,180.00	\$19,580.00
Doorknocker Penalties	\$1,660.00	\$1,390.00	\$7,520.00	\$7,740.00
Other Office Functions:				
Interest Income	\$83,710.60	\$68,843.25	\$386,039.88	\$247,353.08
Interest Rate-Checking Account	2.76%	2.18%		
Interest Rate-CDs	N/A	N/A		
# of Monthly Vendor Checks	179	191		
Payments Issued to Vendors	\$ 2,798,340.52	\$ 2,392,412.62	\$17,028,659.20	\$10,115,518.53
# of Employees on Payroll	216	246		
Monthly Payroll *	\$ 644,258.03	\$ 433,024.61	\$2,370,341.83	\$2,161,390.93

*Note: May 2019 has 3 pay periods

Commission Information Memorandum

PARKS AND RECREATION DEPARTMENT

SUMMIT ACTIVITIES CENTER and RECREATION PROGRAMS

1st half of June information:

Fitness Classes-	
Early Bird Boot Camp class	31 participants
Power Abs	44 participants
Prime Time Senior class	93 participants
Tabata class	57 participants
Water aerobics	196 participants
Work-Out Express class	61 participants
Yoga classes	44 participants
Zumba class	36 participants
Rentals-	
o Birthday rentals-	0 parties
o SAC courts-	0 hours
o Theater-	0 hours
o Meeting rooms-	4 hours
o City Hall courts-	24 hours
o Capital Building-	2 dates
o Riverside shelters-	5 rentals
o Memorial shelters-	2 rentals
o Westside shelter-	0 rentals
o Sertoma shelter-	0 rentals
o Tripp shelter-	0 rentals
o Meridian Bridge-	1 rental
SAC members-	2,014 people
SAC memberships-	1,037
SAC attendance-	2,123 visits (does not include GreatLIFE attendees)
New members-	40 people

May 20 – June 9- The SAC Auxiliary and Main Gyms were closed for floor refinishing.

Saturday, June 1- Summer Special Started at the SAC. Renew or purchase a SAC quarterly or annual membership and they will receive a free month. This summer special will be in place in June and July.

Monday, June 3- Summer Programs for Session 1 started. 1,421 participants registered throughout the programs.

Monday, June 3- No School Special at the SAC since Memorial Pool was not open. 18 paid participants. SAC members, GreatLIFE members, and Yankton Summer Pool Pass Holders are admitted at no charge.

Tuesday, June 4- No School Special at the SAC. 7 paid participants. SAC members, GreatLIFE members, and Yankton Summer Pool Pass Holders are admitted at no charge.

Wednesday, June 5- No School Special at the SAC. 44 paid participants. SAC members, GreatLIFE members, and Yankton Summer Pool Pass Holders are admitted at no charge.

Thursday, June 6- No School Special at the SAC. 19 paid participants. SAC members, GreatLIFE members, and Yankton Summer Pool Pass Holders are admitted at no charge.

Friday, June 7- Late Night for Teens at Memorial Pool. 108 participants.

The first ever Yankton Touch-A-Truck event on Saturday, June 8, was a success. Brittany L. has made notes of items that can be improved for next year's event.

The City Events Staff were involved with the Meridian Art Projects Color Run on June 15 in Riverside Park. The event was a success and they believe they raised approximately a \$1,000 for the Meridian Art Projects.

Brittany L. has all the musical acts booked for the 2019 Music at the Meridian concert series for this summer. It will be the Thursdays in July and the first three Thursdays in August, including the Thursday before Riverboat Days. Please check out the Music at the Meridian Facebook Page for more information.

Brittany L. is working on the fireworks order for July 4, 2019. Brittany is planning on having the fireworks display from the upper deck of the Meridian Bridge. With the first night of Music at the Meridian on July 4, Brittany is planning on a concert that lasts longer than normal Thursday nights to entertain the crowd up until the fireworks. The Lawn will be a great place to view the fireworks since they will be shot from the bridge.

Brittany L. is working with the air show group in preparing for the event on Labor Day Weekend.

Brittany L. is working on plans for the Welcome to Walnut Event on Friday, August 30, that will be in conjunction with the Labor Day weekend air show.

PARKS

The Parks Department prepared Sertoma Park and the Summit Activities Softball Fields for the youth softball tournament on Saturday, June 15, and Sunday, June 16.

The Parks Department is preparing Sertoma Park fields for the youth baseball tournament that will be held on Saturday, June 22, and Sunday, June 23.

The new welcome banners for Broadway and 4th Street have arrived. The new Meridian District banners for 3rd Street and the new The Lawn banners are also here so the Parks Staff will be working to put up the banners through all the areas of the community as schedules permit.

The Trails and Parks Department staff are cleaning and evaluating the A-B Trail. With each rain, there is water up over the low water crossings.

Westside Park Master Planning process has continued with work by Todd, Dave Mingo, and Eric Ambroson. A single concept will be brought to the Parks Advisory Board and the public on August 5, at the Parks Advisory Board Meeting, for more input. This proposed concept is based on the input gathered from the last public meeting and the on-line feedback in regards to the three concept plans which were unveiled.

There are a handful of residents who have inquired about the tree replacement reimbursement program for the street right-of-way trees. This is an encouraging sign and will help the City in regards to its total tree count as a part of our urban forest.

The ball fields at Memorial Park, Sertoma Park, Summit Activities Center, and Riverside Park are being dragged and prepared each weekday according to game schedules submitted to the Parks Department.

The parks staff will move bleachers, benches, goals, trash cans, and other items in the coming weeks for the youth baseball, youth softball, youth soccer, and swim team events which will be taking place in Yankton on weekends in May, June and July.

The parks staff will be moving picnic tables, trash cans, orange fencing, and other items for special events that will be held in the Meridian District or other areas of the community in the coming weeks.

Description	Yankton Transfer	Vermillion Landfill	Total Joint	5 Month Budget	Legal 2019 Budget
Joint Power Transfer/Landfill					
<i>Total Revenue</i>	\$581,842.59	\$368,387.25	\$950,229.84	\$902,466.67	\$2,170,920.00
<i>Expenses:</i>					
Personal Services	126,687.86	131,903.60	258,591.46	290,626.67	697,504.00
Operating Expenses	113,485.18	147,837.00	261,322.18	317,197.50	761,274.00
Depreciation (est)	83,490.50	155,243.85	238,734.35	197,581.67	474,196.00
Trench Depletion	0.00	67,801.66	67,801.66	73,562.50	176,550.00
Closure/Postclosure Resrv	0.00	3,951.07	3,951.07	3,775.00	9,060.00
Amortization of Permit	0.00	517.60	517.60	491.67	1,180.00
<i>Total Operating Expenses</i>	323,663.54	507,254.78	830,918.32	883,235.00	2,119,764.00
<i>Non Operating Expense-Interest</i>	6,408.50	22,820.31	29,228.81	28,049.17	67,318.00
<i>Landfill Operating Income</i>	251,770.55	(161,687.84)	90,082.71	(8,817.50)	(16,162.00)
Joint Recycling Center					
<i>Total Revenue</i>	0.00	42,942.55	42,942.55	44,041.67	105,700.00
<i>Expenses:</i>					
Personal Services	0.00	97,246.66	97,246.66	89,920.42	215,809.00
Operating Expenses	0.00	26,685.70	26,685.70	48,645.83	116,750.00
Depreciation (est)	0.00	10,212.45	10,212.45	15,000.00	36,000.00
<i>Total Operating Expenses</i>	0.00	134,144.81	134,144.81	153,566.25	368,559.00
<i>Non Operating Expense-Interest</i>	6,408.50	0.00	0.00	0.00	0.00
<i>Recycling Operating Income</i>	(6,408.50)	(91,202.26)	(91,202.26)	(109,524.58)	(262,859.00)
<i>Total Operating Income</i>	\$245,362.05	(\$252,890.10)	(\$1,119.55)	(\$118,342.08)	(\$279,021.00)
Tonage in Trench:	<u>5/31/2018</u>	<u>5/31/2019</u>			
Asbestos	29.78	43.83	43.83	20.83	50.00
Centerville	98.33	104.36	104.36	458.33	1,100.00
Beresford	559.80	574.98	574.98	583.33	1,400.00
Clay County Garbage	5,321.59	6,039.15	6,039.15	6,041.67	14,500.00
Elk Point	427.91	455.28	455.28	108.33	260.00
Yankton County Garbage	9,047.89	10,750.89	10,750.89	9,958.33	23,900.00
<i>Total Tonage in Trench</i>	15,485.30	17,968.49	17,968.49	17,170.83	41,210.00
Operating Cost per ton			\$46.24	\$53.07	\$53.07

This report is based on the following:

Revenue accrual thru May 31, 2019

Expenses cash thru May 31, 2019 with June's Bills

Joint Powers Solid Waste Authority
Financial Report Thru May 31, 2019

Description	Yankton Transfer	Vermillion Landfill	Total Joint	5 Month Budget	Legal 2019 Budget
Source of Funds					
<i>Beginning Balance</i>	\$302,011.00	\$1,440,861.00	\$1,742,872.00	\$1,742,872.00	\$1,742,872.00
<i>Operating Revenue:</i>					
Net Income	245,362.05	(252,890.10)	(7,528.05)	(116,258.75)	(279,021.00)
Depreciation	83,490.50	165,456.30	248,946.80	212,581.67	510,196.00
Trench Depletion	0.00	67,801.66	67,801.66	73,562.50	176,550.00
Amortization of Permit	0.00	517.60	517.60	491.67	1,180.00
<i>Non Operating Revenue:</i>					
Grant	0.00	0.00	0.00	104,166.67	250,000.00
Loan Proceeds	0.00	0.00	0.00	208,333.33	500,000.00
Contributed Capital	0.00	0.00	0.00	0.00	0.00
Sale Proceeds	0.00	0.00	0.00	0.00	0.00
Comp. for Loss & Damage	0.00	0.00	0.00	0.00	0.00
Fire Related Expenses	0.00	0.00	0.00	0.00	0.00
Interest	2,701.36	16,623.30	19,324.66	9,500.00	22,800.00
<i>Cash Flow Transfer:</i>					
Joint Power Transfer/Landfill	(350,449.22)	350,449.22	0.00	24,876.67	59,704.00
Joint Recycling Center	0.00	0.00	0.00	0.00	0.00
<i>Total Funds Available</i>	<u>283,115.69</u>	<u>1,788,818.98</u>	<u>2,071,934.67</u>	<u>2,260,125.75</u>	<u>2,984,281.00</u>
Application of Funds Available					
<i>Joint Power Transfer/Landfill</i>					
Equipment	7,123.00	136,073.42	143,196.42	430,416.67	1,033,000.00
Trench	0.00	0.00	0.00	0.00	0.00
Closure/Postclosure Cash Res.	0.00	3,951.07	3,951.07	3,775.00	9,060.00
<i>Joint Recycling Center</i>					
Equipment	0.00	17,853.81	17,853.81	31,666.67	76,000.00
<i>Payment Principal</i>	30,079.31	57,691.83	87,771.14	73,617.92	176,683.00
<i>Appropriation to Reserve</i>	0.00	0.00	0.00	0.00	0.00
<i>Total Applied</i>	<u>37,202.31</u>	<u>215,570.13</u>	<u>252,772.44</u>	<u>539,476.25</u>	<u>1,294,743.00</u>
<i>Ending Balance</i>	<u>\$245,913.38</u>	<u>\$1,573,248.85</u>	<u>\$1,819,162.23</u>	<u>\$1,720,649.50</u>	<u>\$1,689,538.00</u>

Joint Power Transfer/Landfill Description	Yankton Transfer	Vermillion Landfill	Total Joint	5 Month Budget	Legal 2019 Budget
<i>Revenue: (accrual)</i>					
Asbestos	\$0.00	\$2,848.98	\$2,848.98	\$1,458.33	\$3,500.00
Elk Point	0.00	20,729.42	20,729.42	21,541.67	\$51,700.00
Centerville	0.00	4,904.92	4,904.92	5,091.67	12,220.00
Beresford	0.00	26,667.33	26,667.33	27,416.67	65,800.00
Clay County Garbage	0.00	300,250.76	300,250.76	290,458.33	697,100.00
Compost-Yd Waste-Wood	0.00	6,159.28	6,159.28	2,291.67	5,500.00
Contaminated Soil	0.00	1,020.70	1,020.70	1,666.67	4,000.00
White Goods	0.00	936.55	936.55	2,083.33	5,000.00
Tires	0.00	3,304.42	3,304.42	1,666.67	4,000.00
Electronics	0.00	799.20	799.20	2,083.33	5,000.00
Other Revenue	4,081.87	765.69	4,847.56	8,375.00	20,100.00
Less Recycling Tipping Fee	0.00	0.00	0.00	0.00	0.00
Cash long	88.16	0.00	88.16	0.00	0.00
Yard Waste	0.00	0.00	0.00	0.00	0.00
Rubble	16,896.07	0.00	16,896.07	21,666.67	52,000.00
Transfer Fees	554,181.84	0.00	554,181.84	516,666.67	1,240,000.00
Metal	6,594.65	0.00	6,594.65	0.00	5,000.00
Other Operational - Solid Waste	0.00	0.00	0.00	0.00	0.00
Total Revenue	581,842.59	368,387.25	950,229.84	902,466.67	2,170,920.00
<i>Expenses: (cash)</i>					
Personal Services	126,687.86	131,903.60	258,591.46	290,626.67	697,504.00
Insurance	16,672.78	0.00	16,672.78	10,145.42	24,349.00
Professional Service/Fees	2,053.40	28,460.47	30,513.87	32,083.33	77,000.00
Non Professional Fees	0.00	0.00	0.00	0.00	0.00
Processing- Reduction	0.00	0.00	0.00	0.00	0.00
State Fees	0.00	17,968.49	17,968.49	17,170.83	41,210.00
Professional - Legal/Audit	1,487.70	1,695.00	3,182.70	520.83	1,250.00
Publishing & Advertising	34.80	1,505.60	1,540.40	958.33	2,300.00
Rental	0.00	0.00	0.00	208.33	500.00
Hauling fee	0.00	0.00	0.00	0.00	0.00
Equipment repair	1,350.30	30,412.07	31,762.37	23,333.33	56,000.00
Motor vehicle repair	0.00	1,316.84	1,316.84	9,791.67	23,500.00
Vehicle fuel & maintenance	57,829.14	18,449.87	76,279.01	83,333.33	200,000.00
Equip, Mat'l & Labor	17,915.57	0.00	17,915.57	18,750.00	45,000.00
Building repair	2,891.75	2,350.59	5,242.34	10,000.00	24,000.00
Facility repair & maintenance	0.00	2,036.45	2,036.45	14,583.33	35,000.00
Postage	225.61	5.77	231.38	312.50	750.00
Office supplies	778.04	226.28	1,004.32	1,333.33	3,200.00
Copy supplies	43.65	7.42	51.07	156.25	375.00
Uniforms	57.72	2,321.67	2,379.39	1,958.33	4,700.00
Small Tools & Hardware	100.11	0.00	100.11	104.17	250.00
Travel & Training	0.00	768.30	768.30	1,875.00	4,500.00
Operating supply	458.66	24,637.95	25,096.61	61,500.00	147,600.00
Electricity	3,493.91	6,497.10	9,991.01	12,583.33	30,200.00
Heating Fuel - Gas	6,207.24	8,321.78	14,529.02	13,333.33	32,000.00
Water	902.57	195.60	1,098.17	1,250.00	3,000.00
WW service	404.13	0.00	404.13	541.67	1,300.00
Landfill	109.15	0.00	109.15	83.33	200.00
Telephone	468.95	659.75	1,128.70	1,287.50	3,090.00
Depreciation (est)	83,490.50	155,243.85	238,734.35	197,581.67	474,196.00
Trench Depletion		67,801.66	67,801.66	73,562.50	176,550.00
Closure/Postclosure Resrv		3,951.07	3,951.07	3,775.00	9,060.00
Amortization of Permit		517.60	517.60	491.67	1,180.00
Total Op Expenses	323,663.54	507,254.78	830,918.32	883,235.00	2,119,764.00

Joint Power Transfer/Landfill Description	Yankton Transfer	Vermillion Landfill	Total Joint	5 Month Budget	Legal 2019 Budget
<i>Non Operating Expense-Interest</i>	6,408.50	22,820.31	29,228.81	28,049.17	67,318.00
<i>Operating Income (Loss)</i>	\$251,770.55	(\$161,687.84)	\$90,082.71	(\$8,817.50)	(\$16,162.00)
<i>Capital:</i>					
Capital Outlay	\$7,123.00	\$136,073.42	\$143,196.42	\$430,416.67	\$1,033,000.00
Landfill Development	0.00	0.00	0.00	93,750.00	\$225,000.00
Capital Lease	0.00	0.00	0.00	0.00	\$0.00
<i>Total Capital Expenditures</i>	\$7,123.00	\$136,073.42	\$143,196.42	\$524,166.67	\$1,258,000.00
<i>Grant Reimbursement</i>	\$0.00	\$0.00	\$0.00	\$104,166.67	\$250,000.00
<i>Equipment Sale Proceeds</i>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<i>Cash Flow Transfer</i>	(\$350,449.22)	\$350,449.22	\$0.00	\$0.00	\$0.00
<i>Tonage in Trench:</i>					
Asbestos		43.83	43.83	20.83	50.00
Beresford		574.98	574.98	583.33	1,400.00
Centerville Garbage		104.36	104.36	458.33	1,100.00
Clay County Garbage		6,039.15	6,039.15	6,041.67	14,500.00
Elk Point		455.28	455.28	108.33	260.00
Yankton County Garbage		10,750.89	10,750.89	9,958.33	23,900.00
<i>Total Tonage in Trench</i>		17,968.49	17,968.49	17,170.83	41,210.00
Operating Cost per ton			\$46.24	\$53.07	\$53.07

Joint Recycling Center	Yankton	Vermillion	Total	5 Month	Legal
Description	Transfer	Center	Joint	Budget	2019 Budget
<i>Revenue:</i>					
Tipping Fees	\$0.00	0.00	\$0.00	0.00	0.00
Magazines	0.00	0.00	0.00	1,250.00	3,000.00
Metal/Tin	0.00	2,347.40	2,347.40	500.00	1,200.00
Plastic	0.00	9,866.55	9,866.55	6,250.00	15,000.00
Aluminum	0.00	12,015.50	12,015.50	5,000.00	12,000.00
Newsprint	0.00	2,850.47	2,850.47	3,750.00	9,000.00
Cardboard	0.00	15,826.48	15,826.48	16,666.67	40,000.00
High Grade Paper	0.00	0.00	0.00	3,333.33	8,000.00
Other Material	0.00	36.15	36.15	3,750.00	9,000.00
Contributions/Operating Grants	0.00	0.00	0.00	3,541.67	8,500.00
Total Revenue	0.00	42,942.55	42,942.55	44,041.67	105,700.00
<i>Expenses:</i>					
Personal Services	0.00	97,246.66	97,246.66	89,920.42	215,809.00
Insurance	0.00	55.20	55.20	1,583.33	3,800.00
Professional Service/Fees	0.00	0.00	0.00	1,250.00	3,000.00
Hazardous Waste Collection	0.00	0.00	0.00	14,166.67	34,000.00
Professional-Legal	0.00	0.00	0.00	0.00	0.00
Publishing & Advertising	0.00	188.60	188.60	416.67	1,000.00
Rental	0.00	0.00	0.00	0.00	0.00
Equipment repair	0.00	2,394.55	2,394.55	3,958.33	9,500.00
Vehicle repair & maintenance	0.00	0.00	0.00	312.50	750.00
Vehicle fuel	0.00	1,730.06	1,730.06	2,083.33	5,000.00
Building repair & maintenance	0.00	1,074.28	1,074.28	1,041.67	2,500.00
Postage	0.00	1.37	1.37	62.50	150.00
Freight	0.00	4,590.00	4,590.00	7,291.67	17,500.00
Office supplies	0.00	1,939.80	1,939.80	208.33	500.00
Uniforms	0.00	562.08	562.08	208.33	500.00
Materials Purchases	0.00	2,135.76	2,135.76	1,875.00	4,500.00
Travel & Training	0.00	1,024.40	1,024.40	625.00	1,500.00
Operating Supplies	0.00	2,331.98	2,331.98	4,166.67	10,000.00
Copy Supply	0.00	7.42	7.42	62.50	150.00
Electricity	0.00	2,442.36	2,442.36	2,708.33	6,500.00
Heating Fuel-Gas	0.00	2,665.92	2,665.92	1,875.00	4,500.00
Water	0.00	170.15	170.15	270.83	650.00
WW service	0.00	666.93	666.93	500.00	1,200.00
Telephone	0.00	331.91	331.91	354.17	850.00
Revenue Sharing	0.00	2,372.93	2,372.93	3,625.00	8,700.00
Depreciation (est)	0.00	10,212.45	10,212.45	15,000.00	36,000.00
Total Op Expenses	0.00	134,144.81	134,144.81	153,566.25	368,559.00
<i>Non Operating Expense-Interest</i>	0.00	0.00	0.00	0.00	0.00
Operating Income (Loss)	\$0.00	(\$91,202.26)	(\$91,202.26)	(\$109,524.58)	(\$262,859.00)
Capital Outlay	\$0.00	\$17,853.81	\$17,853.81	\$31,666.67	\$76,000.00
Grant Reimbursement/Donations	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Cash Flow Transfer	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

This report is based on the following:

Revenue accrual thru May 31, 2019

Expenses cash thru May 31, 2019 with June's Bills

2019 Joint Powers Total Operations Recap

Month	Yankton Transfer	Vermillion Landfill	Total	Total Tons	\$ per ton	Recycling			Yankton Operations	Vermillion Operations	Total Operations
						Yankton	Vermillion	Total			
January	34,724.31	(22,258.86)	12,465.45	3,041.14	45.97	0.00	(20,603.17)	(20,603.17)	34,724.31	(42,862.03)	(8,137.72)
February	17,414.35	(26,023.46)	(8,609.11)	2,612.71	53.43	0.00	(22,011.46)	(22,011.46)	17,414.35	(48,034.92)	(30,620.57)
Subtotal	52,138.66	(48,282.32)	3,856.34	5,653.85	49.42	0.00	(42,614.63)	(42,614.63)	52,138.66	(90,896.95)	(38,758.29)
March	53,611.83	(12,809.95)	40,801.88	3,791.92	43.83	0.00	(13,430.92)	(13,430.92)	53,611.83	(26,240.87)	27,370.96
Subtotal	105,750.49	(61,092.27)	44,658.22	9,445.77		0.00	(56,045.55)	(56,045.55)	105,750.49	(117,137.82)	(11,387.33)
April	70,002.81	(41,275.15)	28,727.66	3,964.91	47.75	0.00	(10,402.13)	(10,402.13)	70,002.81	(51,677.28)	18,325.53
Subtotal	175,753.30	(102,367.42)	73,385.88	13,410.68	47.11	0.00	(66,447.68)	(66,447.68)	175,753.30	(168,815.10)	6,938.20
May	82,310.61	(36,500.11)	45,810.50	4,557.81	43.70	0.00	(24,754.58)	(24,754.58)	82,310.61	(61,254.69)	21,055.92
Subtotal	258,063.91	(138,867.53)	119,196.38	17,968.49	46.24	0.00	(91,202.26)	(91,202.26)	258,063.91	(230,069.79)	27,994.12

6/3/2019

City of Yankton Transfer Station
Recap of Customer Tonnage

Date	City	Licensed Haulers				Sub-Total	All Other	Total Transfer
	Compactors (577)	Janssen (547)	Arts (586)	Loren Fischer (648)	Kortan (673)			
January 2018	239.65	530.30	436.12	81.67	7.84	1,055.93	252.70	1,548.28
February 2018	181.66	488.25	370.51	77.18	10.55	946.49	234.16	1,362.31
March 2018	227.12	601.25	477.74	83.07	7.49	1,169.55	415.05	1,811.72
April 2018	227.43	561.75	490.33	94.10	9.61	1,155.79	613.24	1,996.46
May 2018	273.68	715.67	609.17	72.24	8.68	1,405.76	466.41	2,145.85
June 2018	247.08	678.97	575.57	95.46	11.05	1,361.05	599.25	2,207.38
July 2018	272.18	733.32	567.02	94.97	15.23	1,410.54	626.27	2,308.99
August 2018	282.50	706.92	596.38	109.81	14.84	1,427.95	523.76	2,234.21
September 2018	236.77	612.38	522.99	74.52	14.76	1,224.65	581.55	2,042.97
October 2018	257.08	670.47	558.52	89.01	13.71	1,331.71	518.12	2,106.91
November 2018	259.05	597.64	497.55	96.01	18.78	1,209.98	387.83	1,856.86
December 2018	224.52	523.59	415.26	67.88	17.63	1,024.36	239.52	1,488.40
2018 Total	2,928.72	7,420.51	6,117.16	1,035.92	150.17	14,723.76	5,457.86	23,110.34
January 2019	236.75	525.77	427.94	79.27	12.10	1,045.08	336.65	1,618.48
February 2019	190.00	471.97	359.65	70.64	16.95	919.21	294.94	1,404.15
March 2019	227.93	571.65	491.34	96.90	24.64	1,184.53	761.73	2,174.19
April 2019	256.85	600.51	598.67	84.66	18.68	1,302.52	828.34	2,387.71
May 2019	283.49	719.23	639.98	93.26	27.15	1,479.62	959.69	2,722.80
2019 Total	1,195.02	2,889.13	2,517.58	424.73	99.52	5,930.96	3,181.35	10,307.33

CITY OF VERMILLION
LANDFILL TONS

	2019	Independence Waste	Fischer Disposal	Art's Garbage	Verm. Garbage	City of Elk Point	Loren Fischer	Turner County	City of Beresford	Waste Mgmt of Sioux City	Other	2019 Tons
\$47.00 PER TON	Jan	251.85	160.44	1.38	40.19	89.90	460.19	18.60	107.72	95.90	77.24	1303.41
	Feb	208.12	129.89	-	34.79	64.92	391.81	17.25	88.78	87.13	121.22	1143.91
	Mar	285.37	157.90	-	36.76	86.23	461.80	22.06	103.14	97.45	354.21	1604.92
	April	109.02	196.50	18.06	44.91	95.41	534.63	22.06	126.91	96.98	259.07	1503.55
	May	0.00	237.28	11.05	52.41	118.72	716.97	24.39	148.43	135.51	217.08	1661.84
	June											0.00
	July											0.00
	Aug											0.00
	Sept											0.00
	Oct											0.00
	Nov											0.00
	Dec											0.00
		854.36	882.01	30.49	209.06	455.18	2565.40	104.36	574.98	512.97	1028.82	7217.63

	2018	Independence Waste	Fischer Disposal	Art's Garbage	Verm. Garbage	City of Elk Point	Loren Fischer	Turner County	City of Beresford	Waste Mgmt of Sioux City	Other	2018 Tons
\$46.50 PER TON	Jan	290.99	166.96	-	42.97	80.77	272.32	15.56	104.43		147.12	1121.12
\$47.00 PER TON	Feb	290.57	141.68	-	34.32	71.59	215.28	15.64	90.69		56.69	916.46
	Mar	301.17	154.91	-	41.03	83.11	271.25	20.20	110.58		116.78	1099.03
	April	385.78	182.97	-	43.23	81.41	333.34	21.78	119.38		266.64	1434.53
	May	361.18	206.38	-	51.19	110.99	603.75	25.15	134.72		372.91	1866.27
	June	321.90	193.81	-	40.75	87.05	458.25	19.79	122.71		326.37	1570.63
	July	357.03	213.87	11.01	40.24	90.31	460.84	19.75	125.80	32.96	202.59	1554.40
	Aug	357.37	208.27	19.49	44.98	100.80	558.34	22.34	133.87	97.56	285.41	1828.43
	Sept	337.16	168.72	8.85	38.88	85.70	458.52	21.59	118.83	73.01	174.77	1486.03
	Oct	282.89	196.27	8.97	45.64	94.02	594.99	24.17	125.57	90.48	156.37	1619.37
	Nov	321.29	172.92	4.89	37.78	91.76	640.85	22.85	123.91	80.73	68.55	1565.53
	Dec	237.84	155.80	1.91	38.57	79.82	488.70	15.02	106.66	58.45	70.25	1253.02
		3845.17	2162.56	55.12	499.58	1057.33	5356.43	243.84	1417.15	433.19	2244.45	17314.82

City of Yankton
Airport Advisory Board Meeting Minutes
For
May 15th, 2019
(Unapproved)

The meeting was called to order at 8:01AM by Chairman Cox.

ROLL CALL:

Present: Chairman Jim Cox, Roger Huntley, George Munn, Steve Hamilton, Mark Yonke and City Commission Representative Jake Hoffner

Unable to attend: Dawn Steffes

Also present: Amy Leon, Mike Roinstad, Dave Mingo, Brooke Goeden and Chris Nelson

Minutes from April 17th, 2019

19-10 **MOTION** -- It was moved by Roger Huntley and seconded by George Munn to approve the minutes of the April 17th, 2019 meeting, as presented.

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

MOTION – PASSED

Mike Roinstad provided the Monthly Fuel Report for April 2019. There were 76 transactions totaling 4,081.4 gallons. For comparison, in April 2018 there were 62 transactions totaling 4,300.9 gallons sold. That is decrease in 219.5 gallons sold during the same month last year.

Staff Report

Dave Mingo followed up on the discussion regarding the value of the Airport Advisory Board. He reminded members to continue to bring suggestions to meeting discussions and please ask others using the airport their opinions on airport related issues.

Mingo announced that Airport Advisory Board Members: Yonke, Huntley and Hamilton have declared they would like to remain on the Board for another term. We thank them for their ongoing commitment to the Airport Advisory Board. The Mayor will be making advisory board appointment recommendations to the full City Commission at the May 28th meeting. The Airport Advisory Board will reorganize in June.

Mingo also reminded the Airport Advisory Board Members that it’s currently “budget time” – so we will be discussing that at a meeting this summer.

Update on Apron & Hangar Relocation Project

Dave Mingo announced that both the Crosswind Runway Project AND the Apron Expansion / Hangar Relocation Project are full speed ahead! Appraisers and Engineers

were recently in Yankton and both projects continue to move forward simultaneously. All indications to date is that the FAA is favorably considering the supplemental funding for the Crosswind Runway Project. If successful, that would be funded 100% by the FAA. The Apron Expansion / Hangar Relocation Project has already been approved in the budget.

Airshow Planning Update:

Jake Hoffner stated that progress continues to be made every day and the excitement continues to grow as the date for the Airshow gets closer. Form 7711 was submitted to FAA and 6 contracts (for performers) and deposits have been sent out. Also, the air box was reconfigured, so the performance area is all within approved airspace! This means there will be no need for discussing occupancy issues related to the homes on the northeast side of the airport. Shuttles have been coordinated to take guests from the Yankton Middle School parking lot to Chan Gurney Airport for the event. Additionally, there will be a VIP event on Friday, August 30th, 2019. The plan is to allow kids in the VIP area. Performers are interested in making the event educational and fun for kids in attendance. There will also be a “Welcome to Walnut” event flyover at the river that evening.

The Yankton Air Show Committee is very excited and anticipates a really great show. The next Yankton Airshow Committee Meeting will be Saturday, May 18th, 2019 @ 9:00AM at Chan Gurney Airport.

Other Business

A few upcoming events to note:

Saturday, May 18, 2019: Liter clean up around the airport @ 1:30PM. “Ice cream bar” social afterward at 3:30PM. Safety courses to be held Saturday evening with an FAA official in attendance.

Saturday, May 18th, 2019: Yankton Air Show Committee Meeting @ 9:00AM at YKN.

Sunday, May 19th, 2019: YRAA Potluck Meeting @ 6:00PM

19-11 **ADJOURNMENT**

MOTION –It was moved by Roger Huntley and seconded by Mark Yonke to adjourn meeting.

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

Meeting adjourned at 8:46 AM

Advertisement for Bids
Chan Gurney Municipal Airport
Yankton, South Dakota
AIP NO. 3-46-0062-029-2019
Construct Apron Expansion

Sealed bids for the construction of airport improvements on the site of the Chan Gurney Municipal Airport, Yankton, South Dakota will be received by the City of Yankton, Yankton, South Dakota until 3:00 PM CT on July 18, 2019. All bids will be publicly opened and read aloud at City Hall, Second Floor Meeting Room A, 416 Walnut Street, Yankton, South Dakota.

The complete bid submittals are to be mailed or delivered to the Department of Finance, City of Yankton, 416 Walnut Street, PO Box 176, Yankton, South Dakota 57078 and shall be sealed and endorsed, "Airport Improvements, Chan Gurney Municipal Airport, Apron Expansion, AIP No 3-46-0062-029-2019".

The proposed work includes the following: Construct Apron Expansion. Work items include, but are not limited to bituminous pavement removals, earthwork, aggregate base, concrete paving, joint sealing (hot pour) and pavement marking.

Plans and specifications are on file and may be seen at the office of Community and Economic Development, City Hall, 416 Walnut Street, Yankton, South Dakota and at the office of KJL, 5110 E. 57th Street, Sioux Falls, South Dakota.

Copies of the plans and specifications and other bidding contract documents may be obtained by payment of \$115.00 from KJL, 5110 E 57th Street, Sioux Falls, South Dakota, 57108 for each set so obtained. KJL shall, upon request, furnish at least one copy of the plans and specifications, without charge, to each contractor resident in South Dakota who intends, in good faith, to bid upon the improvement project. KJL may require the return of the copy at the time of the opening of bids. An optional, complete set of digital project bidding documents are available at www.kljeng.com "Projects for Bid" or www.questcdn.com. You may download the digital plan documents for \$35.00 by inputting Quest project #6397707 on the website's Project Search page. Please contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in free membership registration, downloading, and working with this digital project information. Contact KJL at 701-355-8400 if you have any questions.

Each bid in excess of \$50,000.00 shall be accompanied by either a certified check, cashier's check or draft in a sum equal to five percent (5%) of the maximum bid price and drawn on a State or National Bank or a bid bond in a sum equal to ten percent (10%) of the maximum bid price executed by the Bidder as principal and by a surety company authorized to do business in the State of South Dakota, payable to the City of Yankton, conditioned that if the principal's bid be accepted and the contract awarded to him, he, within ten (10) days after Notice of Award has been executed, will execute and effect a contract in accordance with the terms of his bid and a contractor's bond as required by law and regulations and determinations of the governing board. Per South Dakota Codified Law 5-18B-46 the requirement the of bid be awarded within thirty (30) days has been waived. The bid security of the two lowest bidders will be retained until the Notice of Award has been executed, but no longer than sixty (60) days. The bid security is a guarantee that the bidder will enter into contract for work described in the Proposal.

The successful Bidder will be required to furnish a Contract Performance Bond, a Payment Bond in the full amount of the Contract, and proof of Contractor's Excise Tax License.

The City of Yankton reserves the right to hold all bids for a period of sixty (60) days after the date fixed for the opening thereof to reject any and all bids and waive defects and to accept any bids should it be deemed for the public good and also reserves the right to reject the bid of any party who has been delinquent or unfaithful in the performance of any former contract to the Owner.

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION to ENSURE EQUAL EMPLOYMENT OPPORTUNITY

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables

Goals for minority participation for each trade:	1.2%
Goals for female participation in each trade:	6.9%

These goals are applicable to all of the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work

is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.
4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is South Dakota, Yankton County, Yankton.

The City of Yankton, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the City of Yankton to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR §26.53. The successful Bidder or Offeror must provide written confirmation of participation from each of the DBE firms the Bidder or Offeror lists in its commitment within five days after bid opening.:

1. The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
2. A description of the work that each DBE firm will perform;
3. The dollar amount of the participation of each DBE firm listed under item 1;
4. Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under item 1 to meet the Owner's project goal; and
5. If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR Part 26.

A full list of Federal Provisions by which the Bidder must comply, are incorporated by reference and contained within the specifications. Federal Contract Provisions are also available at http://www.faa.gov/airports/aip/procurement/federal_contract_provisions/ and include the following:

1. Buy American Preferences – Title 29 USC § 50101
2. Civil Rights – Title VI Assurances 49 USC § 47123 and FAA Order 1400.11
3. Davis Bacon Requirements – 2 CFR § 200, Appendix II(D) and 29 CFR Part 5 (*Applicable to contracts exceeding \$2,000*)
4. Debarment and Suspension – 2 CFR Part 180 (Subpart C), 2 CFR Part 1200, and DOT Order 4200.5 (*Applicable to contracts exceeding \$25,000*)
5. Disadvantaged Business Enterprise – 49 CFR Part 26
6. Trade Restriction Certification – 49 USC § 50104 and 49 CFR Part 30
7. Lobbying Federal Employees – 31 USC § 1352 – Byrd Anti-Lobbying Amendment, 2 CFR Part 200, Appendix II(J), and 49 CFR Part 20, Appendix A (*Applicable to contracts exceeding \$100,000*)
8. Recovered Materials – 2 CFR § 200.322, 40 CFR Part 247, and Solid Waste Disposal Act (*Applicable to contracts exceeding \$10,000*)

Dated this 27 of June 2019.

/s/Amy Leon, City Manager

Publication Dates: June 27, 2019
July 5, 2019

Amy Leon, City Manager
City of Yankton
Yankton, South Dakota

Advertisement for Bids
Chan Gurney Municipal Airport
Yankton, South Dakota
AIP NO. 3-46-0062-029-2019
Relocate Hangars

Sealed bids for the construction of airport improvements on the site of the Chan Gurney Municipal Airport, Yankton, South Dakota will be received by the City of Yankton, Yankton, South Dakota until 3:00 PM CT on July 18, 2019. All bids will be publicly opened and read aloud at City Hall, Second Floor Meeting Room A, 416 Walnut Street, Yankton, South Dakota.

The complete bid submittals are to be mailed or delivered to the Department of Finance, City of Yankton, 416 Walnut Street, PO Box 176, Yankton, South Dakota 57078 and shall be sealed and endorsed, "Airport Improvements, Chan Gurney Municipal Airport, Relocate Hangars AIP No 3-46-0062-029-2019".

The proposed work includes the following: Relocate Hangars. Work items include, but are not limited to steel building relocation, concrete footings, foundation walls & floor slabs, earthwork, aggregate base, concrete paving and joint sealing (hot pour).

Plans and specifications are on file and may be seen at the office of Community and Economic Development, City Hall, 416 Walnut Street, Yankton, South Dakota and at the office of KIJ, 5110 E. 57th Street, Sioux Falls, South Dakota.

Copies of the plans and specifications and other bidding contract documents may be obtained by payment of \$95.00 from KIJ, Inc., 5110 E 57th St, Sioux Falls SD 57108 for each set so obtained. KIJ shall, upon request, furnish at least one copy of the plans and specifications, without charge, to each contractor resident in South Dakota who intends, in good faith, to bid upon the improvement project. KIJ may require the return of the copy at the time of the opening of bids. An optional, complete set of digital project bidding documents are available at www.kijeng.com "Projects for Bid" or www.questcdn.com. You may download the digital plan documents for \$29.00 by inputting Quest project #6397696 on the website's Project Search page. Please contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in free membership registration, downloading, and working with this digital project information. Contact KIJ at 701-355-8400 if you have any questions.

Each bid in excess of \$50,000.00 shall be accompanied by either a certified check, cashier's check or draft in a sum equal to five percent (5%) of the maximum bid price and drawn on a State or National Bank or a bid bond in a sum equal to ten percent (10%) of the maximum bid price executed by the Bidder as principal and by a surety company authorized to do business in the State of South Dakota, payable to the City of Yankton, conditioned that if the principal's bid be accepted and the contract awarded to him, he, within ten (10) days after Notice of Award has been executed, will execute and effect a contract in accordance with the terms of his bid and a contractor's bond as required by law and regulations and determinations of the governing board. Per South Dakota Codified Law 5-18B-46 the requirement the of bid be awarded within thirty (30) days has been waived. The bid security of the two lowest bidders will be retained until the Notice of Award has been executed, but no longer than sixty (60) days. The bid security is a guarantee that the bidder will enter into contract for work described in the Proposal.

The successful Bidder will be required to furnish a Contract Performance Bond, a Payment Bond in the full amount of the Contract, and proof of Contractor's Excise Tax License.

The City of Yankton reserves the right to hold all bids for a period of sixty (60) days after the date fixed for the opening thereof to reject any and all bids and waive defects and to accept any bids should it be deemed for the public good and also reserves the right to reject the bid of any party who has been delinquent or unfaithful in the performance of any former contract to the Owner.

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION to ENSURE EQUAL EMPLOYMENT OPPORTUNITY

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables

Goals for minority participation for each trade:	1.2%
Goals for female participation in each trade:	6.9%

These goals are applicable to all of the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.
4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is South Dakota, Yankton County, Yankton.

The City of Yankton, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the City of Yankton to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR §26.53. The successful Bidder or Offeror must provide written confirmation of participation from each of the DBE firms the Bidder or Offeror lists in its commitment within five days after bid opening.:

1. The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
2. A description of the work that each DBE firm will perform;
3. The dollar amount of the participation of each DBE firm listed under item 1;
4. Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under item 1 to meet the Owner's project goal; and
5. If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR Part 26.

A full list of Federal Provisions by which the Bidder must comply, are incorporated by reference and contained within the specifications. Federal Contract Provisions are also available at http://www.faa.gov/airports/aip/procurement/federal_contract_provisions/ and include the following:

1. Buy American Preferences – Title 29 USC § 50101
2. Civil Rights – Title VI Assurances 49 USC § 47123 and FAA Order 1400.11
3. Davis Bacon Requirements – 2 CFR § 200, Appendix II(D) and 29 CFR Part 5 (*Applicable to contracts exceeding \$2,000*)
4. Debarment and Suspension – 2 CFR Part 180 (Subpart C), 2 CFR Part 1200, and DOT Order 4200.5 (*Applicable to contracts exceeding \$25,000*)
5. Disadvantaged Business Enterprise – 49 CFR Part 26
6. Trade Restriction Certification – 49 USC § 50104 and 49 CFR Part 30
7. Lobbying Federal Employees – 31 USC § 1352 – Byrd Anti-Lobbying Amendment, 2 CFR Part 200, Appendix II(J), and 49 CFR Part 20, Appendix A (*Applicable to contracts exceeding \$100,000*)
8. Recovered Materials – 2 CFR § 200.322, 40 CFR Part 247, and Solid Waste Disposal Act (*Applicable to contracts exceeding \$10,000*)

Dated this 27 of June 2019.

/s/Amy Leon, City Manager

Publication Dates: June 27, 2019
 July 5, 2019

Amy Leon, City Manager
City of Yankton
Yankton, South Dakota

Publishing Dates: June 27 & July 1, 2019

ADVERTISEMENT FOR BIDS

Notice is hereby given that the City of Yankton, South Dakota, will receive bids for the **Pearl Street Water Main from 2nd Street to 3rd Street.**

The project includes the following major construction items:

Removal of Concrete Pavement	789	SY
8" PCC Pavement	1177	SY
16" PVC Water Main C-905	458	LF
Aggregate Base Course	1177	SY
And Other Miscellaneous and Landscape Items		

Owner reserves the right to make the award based on the lowest responsive bid.

Sealed bids will be received for 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 1st day of August, 2019, at which time they will be publicly opened and read in the Second Floor Meeting Room A, of City Hall, located at 416 Walnut Street in Yankton, South Dakota. Disposition of said bids is expected to be held on the 12th day of August, 2019, after 7:00 PM, at the Career Manufacturing Technical Education Academy at 1200 W. 21st Street, Yankton, South Dakota.

Drawings, Specifications and Contract Documents may be obtained at the City Engineer's Office, 416 Walnut Street, Yankton, SD, 57078, or by going to: <http://www.cityofyankton.org/how-do-i/bid-rfp-posts-list>. With any questions please call 605-668-5251.

The Bidder to whom the contract is awarded will be required to furnish a construction performance bond and a construction payment bond to the OWNER in the amount of one hundred percent (100%) of the contract award for each bond, in conformance with the requirements of the Contract Documents. The construction performance bond and construction payment bond shall remain in full force until the completion of the Contract as specified in the General Conditions.

Each Bid must be accompanied by a certified check, cashier's check or draft in the amount of 5% of the base bid and all add alternates and drawn on a State or National Bank or a 10% bid bond issued by a surety authorized to do business in the State of South Dakota and made payable to the City of Yankton.

The bid guarantee will be retained by the OWNER as liquidated damages if the successful bidder refuses or fails to enter into an Agreement within ten (10) days after Notice of Award or fails at time of executing the contract to furnish a construction performance bond and construction payment bond guaranteeing the faithful performance of the work.

Bids may not be withdrawn after the time fixed for opening them. The OWNER reserves the right to reject any and all bids, and to waive any irregularities therein.

Adam Haberman, Public Works Director
City of Yankton, South Dakota

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 August 2, 2019 from VFW (Colin Reisner, Quartermaster), 209 Cedar Street, 4-H Grounds, 709 Whiting Drive, Yankton, S.D.

NOTICE IS FURTHER GIVEN that a Public Hearing upon the application will be held on Monday, July 8, 2019, at 7:00 p.m. in the City of Yankton Community Meeting Room at the Career Manufacturing Technical Education Academy, 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 24th day of June, 2019.



Al Viereck
FINANCE OFFICER

____ Voice vote

**Summary of Assessment Roll and Hearing
Memorandum # 19-136**

To: *Amy Leon, City Manager*
From: *Brad Bies, Community Development Manager*
Subject: *2019 Assessment Roll—Street Tree Trimming, Sidewalk Snow Removal, and Nuisance Vegetation Abatement*
Date: *June 17, 2019*

June 24, 2019 is the date established for a public hearing at which time the costs will be assigned to properties that required abatement services arranged by the City. The attached 2019 Street Tree Trimming, Sidewalk Snow Removal, and Nuisance Vegetation Abatement Roll documents the assessable costs. Letters have been sent notifying the affected property owners of costs associated with abatement. The roll has been updated to reflect those properties that have made payment.

The below schedule has been undertaken to complete the special assessment process:

May 20, 2019	Department of Community and Economic Development files special assessment roll with Finance Officer.
May 28, 2019	City Commission sets public hearing for June 24, 2019.
June 6, 2019	Department of Community and Economic Development sends notice of hearing to affected property owners.
June 6, 2019	Department of Community and Economic Development publishes notice of hearing in Press & Dakotan. Publishing dates of June 6 th and June 13 th , 2019.
June 24, 2019	City Commission holds public hearing on assessment roll and approves resolution.
June 25, 2019	Finance Department sends notice to property owners giving amount of assessment, installments, etc.
July 2019	Finance Department publishes resolution with June 24 th Commission Minutes.
July 25, 2019	Final date property owners can pay entire assessment without interest.
January 1, 2020	First special assessment installment due.

Recommendation: It is recommended that the Board of Commissioners approve Resolution #19-25 approving the 2019 Street Tree Trimming, Sidewalk Snow Removal, and Nuisance Vegetation Abatement Roll.

Respectfully submitted,




Brad Bies
Community Development Manager

Attachments

I concur with the recommendation.

I do not concur with the recommendation.



Amy Leon
City Manager

**2018 Special Assessment Roll
for
Street Tree Trimming, Sidewalk Snow Removal, and Nuisance Vegetation Abatement
City of Yankton, South Dakota**

TO THE CITY FINANCE OFFICER OF THE CITY OF YANKTON

I, Brad Bies, Community Development Manager, herewith file with you, as provided by law, the Special Assessment Roll within the City of Yankton.

The description of the property so assessed, with the names of the owners, and the amount assessed to each lot, piece or parcel is shown as follows, to wit:

PROPERTY OWNER (Deed Holder)	PROPERTY OWNER MAILING ADDRESS	PROPERTY DESCRIPTION Legal Description	PROPERTY ADDRESS	ASSESSMENT AMOUNT	ABATEMENT CATEGORY
AMY STEPHENSON	514 Maple Street Yankton, SD 57078	E2 LTS 8 & 9 BLK 37 WITHERSPOON'S	508 West 4th Street	\$ 74.55	Sidewalk Snow
ERIKA THOMPSON	1007 DOUGLAS AVE YANKTON, SD 57078	S28' LT 2 & ALL LT 3 BLK 1 WETMORE & STEWARTS	1007 DOUGLAS AVE	\$ 101.18	Street Tree Trimming
KENNETH HANSEN	2311 SD HWY 50 YANKTON, SD 57078	E50' LT 10 BLK 21 WITHERSPOON'S	301 LOCUST ST	\$ 101.18	Street Tree Trimming
RICHARD & SANDRA HARO	700 LOCUST ST YANKTON, SD 57078	LT 9 BLK 70 CENTRAL YANKTON	700 LOCUST ST	\$ 127.80	Street Tree Trimming
STACY & JAMES KOTALIK	1112 CEDAR ST YANKTON, SD 57078	LTS 5 THRU 10 BLK 5 TRIPP & HARRIS	1112 CEDAR ST	\$ 74.55	Street Tree Trimming
ANDREW KOTALIK	2016 CEDAR ST YANKTON, SD 57078	S32' LT 8 & N21' LT 9 BLK 2 ELM'S	2016 CEDAR ST	\$ 101.18	Street Tree Trimming
RICARDO SORIA & YENISET HOJAS	3015 MARY ST YANKTON, SD 57078	LOT 26 BLK 13 WILLOW RIDGE S/D	3015 MARY ST	\$ 101.18	Street Tree Trimming
RANDY BUTTON	310 PEARL ST YANKTON, SD 57078	LT 4 BLK 50 LOWER YANKTON	310 PEARL ST	\$ 101.18	Street Tree Trimming
ALLAN JONES	608 PEARL ST YANKTON, SD 57078	LTS 3, 4 & 5 BLK 53 LOWER YANKTON	608 PEARL ST	\$ 74.55	Street Tree Trimming
MIA HURST	2017 DOUGLAS AVENUE, YANKTON, SD 57078	LT 29 & 30 BLK 1 ELM'S	2017 DOUGLAS AVENUE	\$ 101.18	Street Tree Trimming
MEGAN KOHN	1223 MULBERRY ST YANKTON, SD 57078	N105' LTS 5, 6, 7 & 8 EXC N23' BLK D LOWER YANKTON	1223 MULBERRY ST	\$ 181.05	Street Tree Trimming
PETER MOORE & CHAUNTEL WRIGHT	1221 MULBERRY ST YANKTON, SD 57078	S59' LTS 5, 6, 7 & 8 & N2 VACATED 13TH ST. BLK D LOWER YANKTON	1221 MULBERRY ST	\$ 101.18	Street Tree Trimming
TYLER ALMOND	1006 PEARL ST YANKTON, SD 57078	LT 2 EXC N31.5' & ALL LT 3 & N24'3" LT 4 BLK 57 LOWER YANKTON	1006 PEARL ST	\$ 74.55	Street Tree Trimming
DARYL & LINDA STEPHENSON TRUSTS	503 PINE ST YANKTON, SD 57078	LTS 10, 11 & S2 LT 12 BLK 20 LOWER YANKTON	503 PINE ST	\$ 127.80	Street Tree Trimming
GEORGE CHAVIS	1000 PEARL ST YANKTON, SD 57078	LT 6 BLK 57 LOWER YANKTON	1000 PEARL ST	\$ 127.80	Street Tree Trimming
KENNETH HANSEN	2311 SD HWY 50 YANKTON, SD 57078	LT 1 SW BLK EAST YANKTON	911 EAST 12 ST	\$ 101.18	Street Tree Trimming
TROY SHIPPS & BRANDY BERINGER	600 EAST 11 ST YANKTON, SD 57078	LTS 7 & 8 BLK 10 TAYLOR & SARGENT'S	600 EAST 11 ST	\$ 127.80	Street Tree Trimming
KENNY & LAURA SWANSON	1505 JOSEPH CIR YANKTON, SD 57078	LT 19 NE BLK EAST YANKTON	1012 EAST 12 ST	\$ 101.18	Street Tree Trimming
NATHAN MONGER	810 EAST 19 ST YANKTON, SD 57078	LT 1 BLK 4 VALLEY VIEW ESTATES	810 EAST 19 ST	\$ 101.18	Street Tree Trimming
MARK SCHUH	700 EAST 17 ST YANKTON, SD 57078	LT 10 BLK 8 OAK PARK	700 EAST 17 ST	\$ 101.18	Street Tree Trimming
YANKTON RIVERCITY APTS LLC	412 BURLEIGH ST #2 YANKTON, SD 57078	LT 7 BLK 3 ROSE HILL	200 EAST 15 ST	\$ 101.18	Street Tree Trimming
TOTAL ASSEMENTS				\$ 2,204.56	

The assessments set forth in the assessment role will become due and payable in one (1) annual installment together with interest at a rate prescribed by the Board of City Commissioners, by resolution, per annum, in accordance with SDCL 9-43.

The above assessments may be paid without interest to the City Finance Officer on or before July 25, 2019, thereafter, the entire assessment may be paid with interest from the date of filing with the City Finance Officer at the rate established by resolution of the Board of City Commissioners.

Brad Bies
Community Development Manager

Filed in the office of the City Finance Officer on May 20, 2019, amended June 12, 2019.

Al Viereck
Finance Officer

RESOLUTION #19-25

A RESOLUTION APPROVING THE 2019 SPECIAL ASSESSMENT ROLL FOR
STREET TREE TRIMMING, SIDEWALK SNOW REMOVAL, AND NUISANCE
VEGETATION ABATEMENT

BE IT RESOLVED by the Board of City Commissioners of the City of Yankton, South
Dakota:

SECTION 1. That the special assessment roll for the assessment of the property
assessable for the abatement of nuisances and noxious vegetation in the City of Yankton,
South Dakota, is hereby approved and the assessments as set out in said special assessment
roll approved this date are hereby levied against such property upon filing of said special
assessment roll in the office of the City Finance Officer.

SECTION 2. The assessments set forth in the assessment role will become due and
payable in one (1) annual installment together with interest at a rate prescribed by the Board
of City Commissioners, by resolution, per annum, in accordance with SDCL 9-43.

The above assessments may be paid without interest to the City Finance Officer on or before
July 25, 2019, thereafter, the entire assessment may be paid with interest from the date of
filing with the City Finance Officer at the rate established by resolution of the Board of City
Commissioners.

Adopted:

Nathan V. Johnson
Mayor

ATTEST:

Al Viereck
Finance Officer

Memorandum #19-137

To: City Manager
From: Finance Department
Date: June 14, 2019
Subject: Special Events Malt Beverage License-Heritage Home, Inc.

We have received an application for a Special Malt Beverage (on-sale) Retailers License for 1 day, September 21, 2019, from Heritage Home, Inc. (Rachel Cure, President), 509 Pine Street, Yard Party, 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 #19-138

To: Amy Leon, City Manager
From: Corey Potts, Public Works Manager
Subject: 2019-2020 Annual Supply of Transport/Tank wagon Petroleum Products
Date: June 14, 2019

Bids were sent to four area suppliers for the City's "Annual Supply of Transport-Tankwagon Petroleum Products" (fuel bids), Project #2019-013. The bids received represent the suppliers handling costs (profit margin), which are added to the OPIS (Oil Price Information Service) daily-published price, on the date the product is ordered.

With the volatile fuel market, the City began using OPIS in July of 2000 to address market fluctuation. The information provided by OPIS is used to set the price for fuel and the specific product is then ordered.

Four bids were received for handling fuel products. The low bidder provided the fuel product-handling bid outlined in the tabulation below. It should be noted that the fuel product-handling bids do fluctuate from year to year. The bids received in 2018-2019 were very competitive and are noticeably lower than the current bids received; however, the current Tankwagon bids are lower than the 2016-2017 bids.

City Staff recommends that following items be awarded to the supplier listed below:

Transport/Tank wagon Petroleum Products:	Supplier	Proposed 2019-2020 Price	2018-2019 Price
Gasoline – Lead Free (Transport)	Gerstner Oil	\$0.0289 gal	\$0.005
- Lead Free (Tankwagon)	Gerstner Oil	\$0.1089 gal	\$0.005
Diesel Fuel:			
Dyed:			
No. 1 (Transport)	Stern Oil	\$0.03 gal	\$0.0074
No. 1 (Tankwagon)	Gerstner Oil	\$0.1089 gal	\$0.0074
No. 2 (Transport)	Stern Oil	\$0.03 gal	\$0.0074
No. 2 (Tankwagon)	Gerstner Oil	\$0.1089 gal	\$0.0074
No. 1 & No. 2 50/50 Mix (Transport)	Stern Oil	\$0.03 gal	\$0.0074
No. 1 & No.2 50/50 Mix (Tankwagon)	Gerstner Oil	\$0.1089 gal	\$0.0074
Clear or Hwy			
No. 1 (Transport)	Stern Oil	\$0.03 gal	\$0.0074
No. 2 (Transport)	Stern Oil	\$0.03 gal	\$0.0074
No. 1 & No. 2 50/50 Mix (Transport)	Gerstner Oil	\$0.1089 gal	\$0.0074

Recommendation: It is recommended that the City Commission award the bids to the corresponding suppliers listed above as detailed in Memorandum #19-138.

Respectfully submitted,



Corey Potts
Public Works Manager

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



Amy Leon
City Manager

Memorandum #19-141

To: Amy Leon, City Manager
From: Bradley Moser, Civil Engineer
Subject: Change Order Number 1, Final Project Acceptance and Final Payment for the Sidewalk Installation along Highway 81
Date: June 17, 2019

The first project of the City's Active Transportation Program has been completed. Sidewalk along the west side of Highway 81 from 23rd Street to 29th Street is installed, the final grading work is done and the areas have been reseeded.

As part of the project, there was approximately 1650' of 6' wide sidewalk installed. Since its installation, the sidewalk has seen substantial use. One could expect even more usage once the trail system along Highway 50 and West City Limits Road is complete. This would create a large loop for walkers, runners and bicycle enthusiasts to utilize and enjoy.

Since the project was straightforward, there was minimal changes to the contract amount. As you can see from the attached Change Order No. 1, the changes in quantities, resulted in a net decrease to the project cost of \$166.50.

City staff has reviewed the project, the change order and the final pay request. We recommend that Change Order No. 1 be approved, that the project be accepted and that the City Finance Officer be authorized to issue a manual check in the amount of \$5,348.79, to Masonry Components, Inc., based on the attached final pay request.

Respectfully submitted,

Bradley Moser
Civil Engineer

Recommendation: It is recommended that the City Commission approve Change Order No. 1, accept the completed installation for the Highway 81 sidewalk, and authorize the Finance Officer to issue a manual check to Masonry Components, Inc., in the amount of \$5,348.79, as detailed in Memorandum #19-141.

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

Amy Leon
City Manager

cc: Adam Habeman (electronic)
file

_____ Roll call

CITY OF YANKTON
CHANGE ORDER #1

CONTRACTOR: **Masonry Componets**
PROJECT NO. 2018-024
DESCRIPTION: Sidewalk along Hwy 81

THE FOLLOWING CHANGES ARE HEREBY MADE TO THE CONTRACT DOCUMENTS

ITEM	ORIGINAL	FINAL QUANTITY	CHANGE IN QUANTITIES	PRICE	TOTAL
2. DETECTABLE WARNING PANEL	84	56	-28	\$40.00	(\$1,120.00)
3. 4" CONCRETE SIDEWALK (SF)	10043	10315	272	\$4.25	\$1,156.00
6. ASPHALT REMOVAL	78	60	-18	\$10.25	(\$184.50)
7. SAW EXISTING ASPHALT (LF)	70	67	-3	\$6.00	(\$18.00)

TOTALS FOR CHANGE ORDER #1 **(\$166.50)**

ORIGINAL CONTRACT AMOUNT: \$56,507.25
THE CONTRACT AMOUNT DUE TO THIS CHANGE ORDER WILL BE INCREASED/ BY: **(\$166.50)**

THE NEW CONTRACT AMOUNT INCLUDING THIS CHANGE ORDER WILL BE: **\$56,340.75**

ORIGINAL COMPLETION DATE: 11/16/2018
ADJUSTED COMPLETION DATE NA

APPROVALS REQUIRED:
ACCEPTED BY:


CONTRACTOR

ORDERED BY:

CITY OF YANKTON

CITY OF YANKTON PROGRESS ESTIMATE

CONTRACTOR: MASONRY COMPONENTS
 PROJECT NO: 2018-024
 DESCRIPTION: SIDEWALK ALONG HWY 81 / BROADWAY

PROGRESS EST. NO: #3 AND FINAL

DATE OF CONTRACT: 9/13/2018	CONTRACT PERIOD: 11/16/2018	PREVIOUS PAYMENTS AUTHORIZED:
AMOUNT OF CONTRACT AS AWARDED: \$56,507.25	% OF TIME USED: 100%	EST. PAYMENTS AUTH. #1 \$50,991.96
CHANGE ORDERS: #1	% COMPLETED: 100%	#2
#2		#3
#3		#4

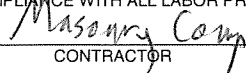
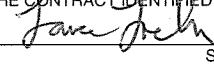
TOTAL CHANGE ORDERS:	TOTAL PREVIOUS PAYMENTS AUTHORIZED	\$50,991.96
TOTAL AMENDED CONTRACT AMOUNT: \$56,507.25		

BID ITEM	DESCRIPTION	BID QUANTITY	UNIT	UNIT PRICE	QUANTITY COMPLETED	TOTAL AMOUNT
1	GRADING	1	LS	\$2,080.00	1.0	\$2,080.00
2	DETECTABLE WARNING PANEL	84	SF	\$40.00	56.0	\$2,240.00
3	4" CONCRETE SIDEWALK	10043	SF	\$4.25	10315.0	\$43,838.75
4	SEEDING	1	LS	\$2,665.00	1.0	\$2,665.00
5	MOBILIZATION	1	LS	\$4,500.00	1.0	\$4,500.00
6	ASPHALT REMOVAL	78	SY	\$10.25	60.0	\$615.00
7	SAW EXISTING ASPHALT	70	LF	\$6.00	67.0	\$402.00

TOTAL	\$56,340.75
GRAND TOTAL	\$56,340.75
LESS RETAINED 0%	\$0.00
NET TOTAL	\$56,340.75
LESS PAYMENTS AUTHORIZED	\$50,991.96
AMOUNT DUE CONTRACTOR THIS ESTIMATE	\$5,348.79

CERTIFICATION OF CONTRACTOR

I HEREBY CERTIFY THAT THE WORK PERFORMED AND THE MATERIALS SUPPLIED TO DATE AS SHOWN ON THIS PERIODIC COST ESTIMATE, REPRESENT THE ACTUAL VALUE OF ACCOMPLISHMENT UNDER THE TERMS OF THIS CONTRACT IN CONFORMITY WITH APPROVED PLANS AND SPECIFICATION; THAT THE QUANTITIES SHOWN WERE PROPERLY DETERMINED AND ARE CORRECT; AND THAT THERE HAS BEEN FULL COMPLIANCE WITH ALL LABOR PROVISIONS INCLUDED IN THE CONTRACT IDENTIFIED ABOVE.


 By  DATE June 14 2019
 CONTRACTOR SIGNATURE

ACKNOWLEDGEMENT AND CONCURRENCE OF ENGINEER

I HAVE EXAMINED THIS PERIODIC COST ESTIMATE AND CONCUR IN THE CERTIFICATE OF THE CONTRACTOR.

_____ DATE _____
 ENGINEER'S SIGNATURE

Memorandum #19-142

To: Amy Leon, City Manager
From: Bradley Moser, Civil Engineer
Subject: Change Order Number 1, Final Project Acceptance and Final Payment for the 26th Street Reconstruction from Douglas Avenue to Mulberry Street
Date: June 18, 2019

The 26th Street reconstruction project, from Douglas Avenue to Mulberry Street is ready to be accepted.

Masonry Components, Inc. was able to complete the project well in advance of the completion date. Although there were some rainy days, the contractor was at a point in the construction process where the moisture had little effect on the project.

The scope of the project included replacing the asphalt road with a 6" PCC surface. Curb and gutter, side street intersections and approach pavements were also replaced during the construction. As is typical on most projects, there were some modification in design and changes in quantities, during the construction process.

As you can see from the attached Change Order No. 1, the changes in quantities, resulted in a net decrease of \$2,056.52. This adjusted the construction cost from \$317,405.00 to \$315,348.48. Since the project was completed early, there was no need to assess liquidated damages.

City staff has reviewed the project, the change order and the final pay request. We recommend that Change Order No. 1 be approved, that the project be accepted and that the City Finance Officer be authorized to issue a manual check in the amount of \$171,268.56, to Masonry Components, Inc., based on the attached final pay request.

Recommendation: It is recommended that the City Commission approve Change Order No. 1, accept the completed reconstruction of 26th Street, and authorize the Finance Officer to issue a manual check to Masonry Components, Inc., in the amount of \$171,268.56, as detailed in Memorandum #19-142.

Respectfully submitted,

Bradley Moser

Bradley Moser
Civil Engineer

I concur with this recommendation.

I do not concur with this recommendation.

Amy Leon

Amy Leon, City Manager

cc: Adam Haberman (electronic)
file

____ Roll call

**CITY OF YANKTON
PROGRESS ESTIMATE**

CONTRACTOR: MASONRY COMPONETS
PROJECT NO: 2018-001
DESCRIPTION: 26TH ST FROM DOUGLAS TO MULBERRY

PROGRESS EST. NO: #3 and Final
PERIOD: 5-22-19 to 6-12-19

DATE OF CONTRACT: 2-27-19
AMOUNT OF CONTRACT AS AWARDED: \$317,405.00
CHANGE ORDERS:
#1
#2
#3

CONTRACT PERIOD: COMPLETION BY 60 Days or 7-29-19
% OF TIME USED: 85%
% COMPLETED: 100%

PREVIOUS PAYMENTS AUTHORIZED:
EST. PAYMENTS AUTH.
#1 \$45,720.95
#2 \$98,358.97
#3
#4

TOTAL CHANGE ORDERS:
TOTAL AMENDED CONTRACT AMOUNT: TOTAL PREVIOUS PAYMENTS AUTHORIZED \$144,079.92

BID ITEM	DESCRIPTION	BID QUANTITY	UNIT	UNIT PRICE	QUANTITY COMPLETED	TOTAL AMOUNT
	REMOVALS AND GRADING					
1	MOBILIZATION	1	LS	\$15,000.00	1.0	\$15,000.00
2	SAW EXISTING CONCRETE	130	LF	\$8.55	81.0	\$692.55
3	SAW EXISTING ASPHALT	64	LF	\$5.50	64.0	\$352.00
4	REMOVAL OF CONCRETE	877	SY	\$4.25	896.0	\$3,808.00
5	REMOVAL OF ASPHALT	3933	SY	\$2.00	3933.0	\$7,866.00
6	REMOVAL OF CURB AND GUTTER	2041	LF	\$4.95	2041.0	\$10,102.95
7	INCIDENTAL	1	LS	\$1,100.00	1.0	\$1,100.00
8	UNCLASSIFIED EXCAVATION	1	LS	\$7,700.00	1.0	\$7,700.00
9	UNDERCUTTING	50	CY	\$13.20	20.0	\$264.00
10	TOPSOIL	1	LS	\$1,375.00	1.0	\$1,375.00
11	WATER FOR EMBK OR GRAN. MATRL. EROSION CONTROL	25	K GAL	\$16.50	0.0	\$0.00
12	SEEDING, MULCHING, FERTILIZER	1	LS	\$1,402.00	1.0	\$1,402.00
13	VEHICLE TRACKING CONTROL	1	EA	\$550.00	0.0	\$0.00
14	INLET SEDIMENT CONTROL	4	EA	\$137.50	4.0	\$550.00
15	SILT FENCE	100	LF	\$3.30	0.0	\$0.00
16	GEOTEXTILE FABRIC	400	SY	\$3.30	0.0	\$0.00
	TRAFFIC CONTROL					
17	TRAFFIC CONTROL	1092	UNITS	\$1.40	1092.0	\$1,528.80
18	TRAFFIC CONTROL MISC. SURFACING	1	LS	\$2,525.00	1.0	\$2,525.00
19	6" PCC PAVEMENT	3935	SY	\$38.00	3850.0	\$146,300.00
20	INSERT STEEL BARS	30	EA	\$15.00	30.0	\$450.00
21	6" CONCRETE FILLET SECTION	748	SF	\$10.50	755.0	\$7,927.50
22	6" VALLEY GUTTER	384	SF	\$10.00	384.0	\$3,840.00
23	6" APPROACH PAVEMENT	5617	SF	\$6.00	5430.0	\$32,580.00
24	C&G TYPE B66	2041	LF	\$18.00	2099.0	\$37,782.00
25	6" CONCRETE SIDEWALK	797	SF	\$9.00	884	\$7,956.00
26	DETECTABLE WARNING PANELS	56	SF	\$45.00	56	\$2,520.00
27	6" AGGREGATE BASE COURSE	4850	SY	\$3.30	4850	\$16,005.00
28	REPLACE AND ADJUST MH FRAME & LID	3	EA	\$660.00	3	\$1,980.00
29	INSTALL PVC FOR IRRIGATION	0	LS	\$1,041.68	1	\$1,041.68
30	REMOVAL AND REPLACEMENT OF MAILBOXES	0	EA	\$100.00	27	\$2,700.00
	TOTAL					\$315,348.48

GRAND TOTAL	\$315,348.48
LESS RETAINED 0%	\$0.00
NET TOTAL	\$315,348.48
LESS PAYMENTS AUTHORIZED	\$144,079.92
AMOUNT DUE CONTRACTOR THIS ESTIMATE	\$171,268.56

CERTIFICATION OF CONTRACTOR

I HEREBY CERTIFY THAT THE WORK PERFORMED AND THE MATERIALS SUPPLIED TO DATE AS SHOWN ON THIS PERIODIC COST ESTIMATE, REPRESENT THE ACTUAL VALUE OF ACCOMPLISHMENT UNDER THE TERMS OF THIS CONTRACT IN CONFORMITY WITH APPROVED PLANS AND SPECIFICATION; THAT THE QUANTITIES SHOWN WERE PROPERLY DETERMINED AND ARE CORRECT; AND THAT THERE HAS BEEN FULL COMPLIANCE WITH ALL LABOR PROVISION INCLUDED IN THE CONTRACT IDENTIFIED ABOVE.

Masonry By Law DATE June 14 2019
CONTRACTOR SIGNATURE

ACKNOWLEDGEMENT AND CONCURRENCE OF ENGINEER

I HAVE EXAMINED THIS PERIODIC COST ESTIMATE AND CONCUR IN THE CERTIFICATE OF THE CONTRACTOR.

ENGINEER'S SIGNATURE _____ DATE _____

CITY OF YANKTON
CHANGE ORDER #1

CONTRACTOR: **Masonry Componets**
PROJECT NO. 2019-001
DESCRIPTION: 26th st from Douglas to Mulberry

THE FOLLOWING CHANGES ARE HEREBY MADE TO THE CONTRACT DOCUMENTS

ITEM	ORIGINAL	FINAL QUANTITY	CHANGE IN QUANTITIES	PRICE	TOTAL
2. SAW EXISTING CONCRETE (LF)	130	81	-49	\$8.55	(\$418.95)
4. REMOVAL OF CONCRETE (SY)	877	896	19	\$4.25	\$80.75
9. UNDERCUTTING (CY)	50	20	-30	\$13.20	(\$396.00)
11. WATER FOR EMBK. OR GRAN. MATRL.(KGAL)	25	0	-25	\$16.50	(\$412.50)
13. VEHICLE TRACKING CONTROL EA)	1	0	-1	\$550.00	(\$550.00)
15. SILT FENCE (LF)	100	0	-100	\$3.30	(\$330.00)
16. GEOTEXTILE FABRIC (SY)	400	0	-400	\$3.30	(\$1,320.00)
19. 6" PCCP PAVEMENT (SY)	3935	3850	-85	\$38.00	(\$3,230.00)
21. 6" FILLET SECTION (SF)	748	755	7	\$10.50	\$73.50
23. 6" APPROACH PAVEMENT (SF)	5617	5430	-187	\$6.00	(\$1,122.00)
24. C & G TYPE B66	2041	2099	58	\$18.00	\$1,044.00
25. 6" CONCRETE SIDEWALK (SF)	797	884	87	\$9.00	\$783.00
29. INSTALL PVC FOR IRRIGATION (LS)	0	1	1	\$1,041.68	\$1,041.68
30. REMOVAL AND REPLACEMENT OF MAILBOXES	0	27	27	\$100.00	\$2,700.00

TOTALS FOR CHANGE ORDER #1 **(\$2,056.52)**

ORIGINAL CONTRACT AMOUNT: \$317,405.00
THE CONTRACT AMOUNT DUE TO THIS CHANGE ORDER WILL BE INCREASED/ BY: **(\$2,056.52)**
THE NEW CONTRACT AMOUNT INCLUDING THIS CHANGE ORDER WILL BE: **\$315,348.48**

ORIGINAL COMPLETION DATE: 60 days or 7-29-19
ADJUSTED COMPLETION DATE NA

APPROVALS REQUIRED:

ACCEPTED BY:



CONTRACTOR

ORDERED BY:

CITY OF YANKTON

Memorandum #19-143

To: Amy Leon, City Manager
From: Bradley Moser, Civil Engineer
Subject: Resolution #19-28, Expansion of the "No Parking" area on the East Side of Kellen Gross Drive, at the Entrances to Lewis & Clark Hydraulic Company.
Date: June 19, 2019

The attached Resolution #19-28 would restrict parking on the east side of Kellen Gross Drive at the entrances into Prince Hydraulics, 2210 Kellen Gross Drive.

The City of Yankton was contacted by Lewis & Clark Hydraulic Co., to share their concern with sight distance for all vehicles and issues with ingress and egress for their truck traffic. The City was asked to consider establishing a "No Parking" zone to alleviate safety issues resulting from the on-street parking. It was explained to us, that employees from the various businesses in this area will park as close as possible to and sometimes between the two entrances. This makes it very difficult for the truck drivers to access and dangerous for cars trying to leave the facility.

Based on this information, City staff recommends approval of Resolution #19-28 which provides a "No Parking" zone on the east side of Kellen Gross Drive at the entrances to Lewis & Clark Hydraulic Company. The zone would start 20' north of the most northern entrance and end 20' south of the most southern entrance. It would also encompass the area between the two entrances. An aerial exhibit has been included.

Respectfully submitted,

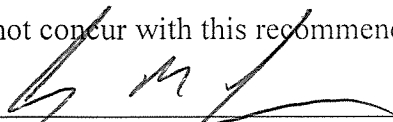


Bradley Moser
Civil Engineer

Recommendation: It is recommended that the City Commission approve Resolution #19-28, which provides a "No Parking" zone on the east side of Kellen Gross Drive at the entrances into Lewis & Clark Hydraulic Company as explained in Memorandum #19-143.

I concur with this recommendation.

I do not concur with this recommendation.



Amy Leon
City Manager

cc: Adam Haberman

____ Roll call

RESOLUTION #19-28

**NO PARKING ON THE EAST SIDE OF KELLEN GROSS DRIVE
AT THE ENTRANCES TO LEWIS & CLARK HYDRAULIC COMPANY.**

WHEREAS, Kellen Gross Drive carries a large number of vehicles each day; and

WHEREAS, the vehicle parking currently allowed on this street creates a safety concern, and

WHEREAS, drivers of trucks making deliveries need ample room to access the business, and

WHEREAS, The Board of City Commissioners of the City of Yankton has the authority to establish and revoke parking restrictions within the City of Yankton;

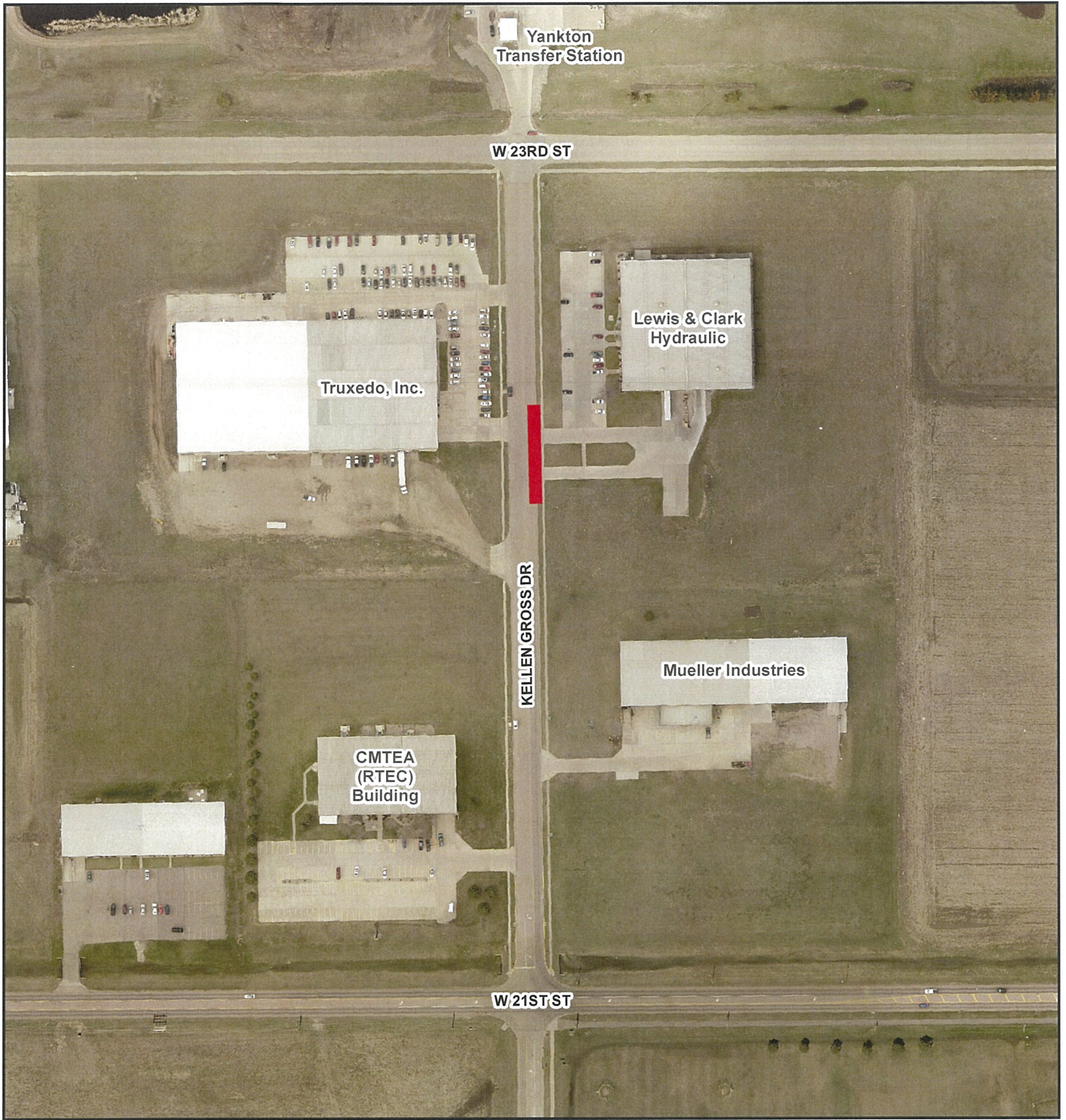
NOW, THEREFORE, BE IT RESOLVED by the Board of City Commissioners of the City of Yankton, SD, that parking is prohibited on the east side of Kellen Gross Drive, at the entrances to Lewis & Clark Hydraulic Company, 2210 Kellen Gross Drive. There will be no parking allowed from 20' north of the most northern entrance to 20' south of the most southern entrance. This is to include the areas between the two entrances.

Dated: _____

Nathan V Johnson
Mayor

ATTEST:

Al Viereck
Finance Officer



City of Yankton

No Parking on Street

 No Parking Area

Memorandum #19-140

To: Amy Leon, City Manager
From: Dave Mingo, AICP Community and Economic Development Director
Subject: Project Pre-Application and Signature Authorization for the Chan Gurney Airport Apron Expansion and Hangar Relocation Project #3-46-0062-029-2019
Date: June 17, 2019

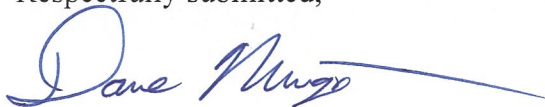
Attached are the applicable pre-application documents for the Apron Expansion and Hangar Relocation Project at the airport. The project has been in the planning, design and environmental review process for a couple of years. This is the project that includes the removal of the old tile hangar. The pre-application is necessary prior to being able to begin the bidding process. If approved, this memorandum would also serve as authorization for the City Manager to sign the subsequent full application and other associated administrative documents through completion of the project.

This project has been extremely complicated from the beginning. We are thankful to have completed the almost two-year process of working through the mitigation measures associated with consideration demolishing the unsafe tile hangar. Also, the relocation of two hangars to provide space for the apron expansion component has presented a number of challenges.

These complications have led us to package the project with a number of alternates related to the private hangar relocation part of the project. Those alternates will give the city the ability to make some decisions after the bids come in. This project is eligible for the standard match for airport projects. As such, 90 percent of eligible costs will be funded by the Federal Aviation Administration with five percent being funded by the State of South Dakota and the remaining five percent being the City's responsibility. Because of the hangar relocation component of the project, there may be some costs that are not eligible for the formula. While we have budgeted money to help with those costs, there is the possibility that some expenses included in the estimate for the local share may need to be cut from the project or covered by the private lease holders.

Please note, the \$172,250 amount listed as the engineer's estimate for the local share is substantially above the typical five-percent match as an attempt to account for components that may not be grant eligible. This is our initial attempt to account for the challenges associated with the bid alternates. We are hopeful that with the bid alternates and contingencies we will still be within budget for the city's planned local match. Beyond that, we may need to partner with the hangar owners to prioritize individual components of the project related to their property.

Respectfully submitted,




Dave Mingo, AICP
Community and Economic Development Director

Recommendation: It is recommended that the City Commission approve Memorandum 19-140 authorizing the City Manager to sign the described pre-application and subsequent application and administrative documents associated with Chan Gurney Municipal Airport Project #3-46-0062-029-2019.

I concur with this recommendation.

I do not concur with this recommendation.



Amy Leon, City Manager

_____ Roll Call

Application for Federal Assistance SF-424	
*1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	*2. Type of Application *If Revision, select appropriate letter(s): <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation *Other (Specify) _____ <input type="checkbox"/> Revision
*3. Date Received:	4. Applicant Identifier:
5a. Federal Entity Identifier:	*5b. Federal Award Identifier: AIP #3-46-0062-029-2019
State Use Only:	
6. Date Received by State:	7. State Application Identifier:
8. APPLICANT INFORMATION	
*a. Legal Name: City of Yankton	
*b. Employer/Taxpayer Identification Number (EIN/TIN): 46-6000567	*c. Organizational DUNS: 042999185
d. Address:	
*Street 1:	<u>PO Box 176</u>
Street 2:	<u>416 Walnut Street</u>
*City:	<u>Yankton</u>
County:	<u>Yankton</u>
*State:	<u>South Dakota</u>
*Country:	United States of America
*Zip / Postal Code:	<u>57078</u>
e.	
Department Name:	Division Name:
f. Name and contact information of person to be contacted on matters involving this application:	
Prefix: <u>Mr.</u>	*First Name: <u>Dave</u>
Middle Name: _____	
*Last Name: <u>Mingo</u>	
Suffix: _____	
Title:	<u>Community Development Director</u>
Organizational Affiliation: City of Yankton	
*Telephone Number: 605-668-5252	Fax Number:
*Email: <u>Dmingo@cityofyankton.org</u>	

Application for Federal Assistance SF-424***9. Type of Applicant 1: Select Applicant Type:**

C. City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

*Other (Specify)

***10. Name of Federal Agency:**

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:20.106

CFDA Title:

Airport Improvement Program**12. Funding Opportunity Number:**N/A

Title:

N/A**13. Competition Identification Number:**N/A

Title:

N/A**14. Areas Affected by Project (Cities, Counties, States, etc.):**

City of Yankton, Yankton County, State of South Dakota

***15. Descriptive Title of Applicant's Project:**Construct Apron Expansion, Remove One Hangar and Relocate Two Hangars
Construction Administrative/Observation Services and FAA Closeout Report

Attach supporting documents as specified in agency instructions.

16. Congressional Districts Of:

*a. Applicant: At Large

*b. Program/Project: At Large

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

*a. Start Date: May 2019

*b. End Date: September 2020

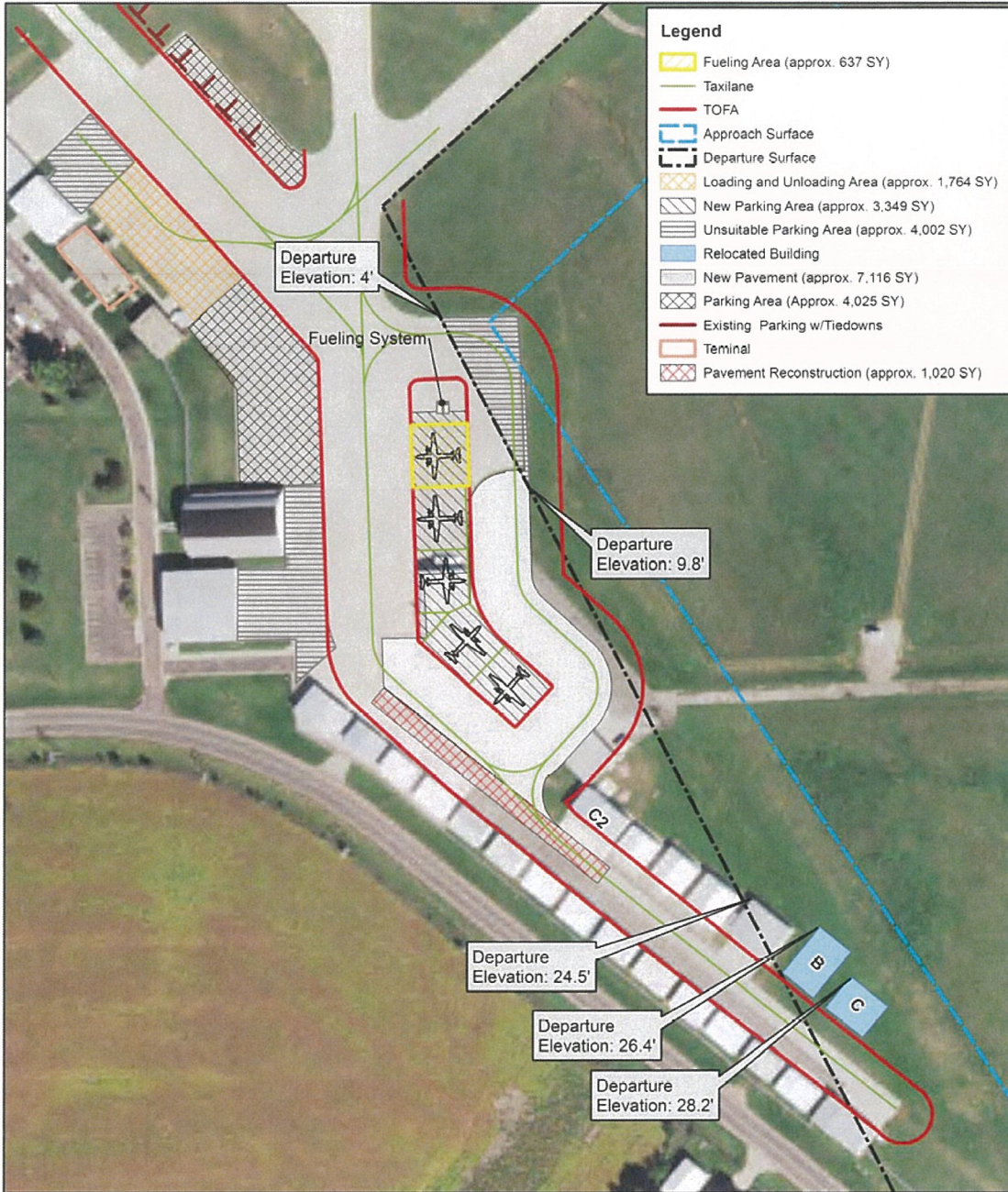
18. Estimated Funding (\$):	
*a. Federal	\$1,372,500.00
*b. Applicant	
*c. State	\$76,250.00
*d. Local	\$172,250.00
*e. Other	
*f. Program Income	
*g. TOTAL	\$1,525,000.00
*19. Is Application Subject to Review By State Under Executive Order 12372 Process?	
<input type="checkbox"/> a. This application was made available to the State under the Executive Order 12372 Process for review on _____. <input type="checkbox"/> b. Program is subject to E.O. 12372 but has not been selected by the State for review. <input checked="" type="checkbox"/> c. Program is not covered by E.O. 12372	
*20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation.)	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001) <input checked="" type="checkbox"/> **I AGREE ** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.	
Authorized Representative:	
Prefix: <u>Mrs.</u>	*First Name: <u>Amy</u>
Middle Name: _____	
*Last Name: <u>Leon</u>	
Suffix: _____	
*Title: City Manager	
*Telephone Number: 605-668-5221	Fax Number: _____
*Email: Aleon@cityofyankton.org	
*Signature of Authorized Representative: _____	*Date Signed: _____
Authorized State Representative:	
*First Name: Jack	
*Last Name: Dokken	
*Title: Program Manager, Office of Air, Rail and Transit	
*Telephone Number: 605-668-5221	Fax Number: _____
*Email: jack.dokken@state.sd.us	
*Signature of Authorized Representative: _____	*Date Signed: _____

OMB Number: 4040-0004
Expiration Date: 09/30/2019

Chan Gurney Municipal Airport
Yankton, South Dakota
Construct Apron Expansion, Remove One Hangar & Relocate Two Hangars
AIP #3-46-0062-029-2019
Summary of Project Costs

Description	Project Costs
Administrative	\$ 2,598.01
Design Services - Relocate Two Hangars	\$ 37,401.99
Construction - Apron Expansion and Remove One Hangar (Estimated)	\$ 1,130,000.00
Construction - Relocate Two Hangars - Eligible Costs (Estimated)	\$ 190,000.00
Construction - Relocate Two Hangars - AIP Ineligible Costs (Excluded from Total) (Estimated)	\$ 96,000.00
CACO Services - Apron Expansion, Remove One Hangar and Relocate Two Hangars (Estimated)	\$ 150,000.00
Closeout Report (Estimated)	\$ 5,000.00
Electrical Utility (Estimated)	\$ 5,000.00
Gas Utility (Estimated)	\$ 5,000.00
Total Estimated Project Costs (Minus AIP Ineligible Costs)	\$ 1,525,000.00
	Total Federal Funding = \$ 1,372,500.00
	State Share = \$ 76,250.00
	Sponsor Share = \$ 172,250.00

Figure 11, Alternative D



Chan Gurney Municipal Airport - Yankton, SD
AIP #3-46-0062-029-2019
Project Narrative

Construct Apron Expansion, Remove One Hangar and Relocate Two Hangars:

The City of Yankton is requesting financial assistance for the construction of the apron expansion and association items. The apron expansion is a result of the airport needing additional room to park large aircraft. An environmental assessment was recently completed for the project. Expanding this area will also reconstruct a significant amount of pavement that is past its service life. This pavement had a PCI rating in 2015 of 0. The project also includes removing one hangar and relocating two hangars that are impacted due to the project.

Memorandum #19-144

To: City Commissioners
From: Commander Jason Foote, Yankton Police Department
Subject: Reserve Officers
Date: June 17, 2019

The Yankton Police Department is proposing a Reserve Officer Unit within the police department. We would use a reserve officer unit for special events, large scale events, community programs, and help with community relations.

A reserve officer is required to complete 100 hours of in house department training before being allowed to ride along. They are required to complete 96 hours of ride along and training time each year after. If a certified officer is deployed to military duty for a significant amount of time the City of Yankton could choose to use a reserve officer in place of the certified officer until his return. During this type of deployment the city could choose to pay this reserve officer. Once the deployed officer returned to duty the reserve officer would return to unpaid status.

Reserve Officers are allowed to carry weapons, make arrest, and have the same responsibilities as a regular fulltime police officer. They wear the same uniform as a regular officer and would be partnered with a full time police officer. A police reserve may be allowed to operate without a full time police officer partner only when authorization has been given by the agency and the reserve officer has met certain training and experience requirements.

Community members that are interested come from all walks of life. Most reserve officers have another full time job and commonly fall into one of the following categories (Wylie, 2017):

1. Ordinary citizens-“extreme volunteers”-who want to contribute to the betterment of the society in which they live.
2. Full-Time Law Enforcement officers who have been laid off due to shrinking full-time ranks- or whole departments being consolidated with neighboring agencies or closed down altogether-who are trying to get hired on with another PD
3. Individuals who are contemplating a career change into law enforcement from their ‘day jobs’ as airline pilots, doctors, attorneys, and business managers.
4. Retired police officers from up and down the ranks who want to stay in law enforcement simply for their sheer love of the job.

There are several law enforcement agencies in South Dakota that currently have police reserve units to assist them in their duties. Some of these agencies include the Aberdeen Police Department, Watertown Police Department, Sturgis Police Department, Minnehaha County, Brandon Police Department, Pennington County, Rapid City Police Department, Sioux Falls Police Department, South Dakota Highway Patrol, and the South Dakota Game, Fish, and Parks. The volunteers are used in a variety of different capacities but all carry out the same support duties in general.

The first year we would start the program with 2 officers working toward the maximum of 8 reserves in the future. Reserve officer selection would be the same process as a full time police

officers, with interviews, testing, and a background investigation. Training will be conducted by on duty staff with minimum overtime expended.

Some cost associated with the reserve officer is the uniform and equipment. The approximate amount to outfit a reserve officer is \$2800.00. Included in the equipment is a handgun, uniform, accessories, and vest. The police radio would be shared with current radios on hand at this time with plans in the future to purchase additional radios to have on hand. These cost can be significantly reduced if we are able to use equipment that we currently have in stock.

Work comp insurance is covered at \$34.00 a year per officer. Liability Insurance would have to be approved by the insurance carrier.

The total expense to implement the 2 officer reserve program would be approximately \$5668.00 for 2019. This is unbudgeted for 2019, however we have enough funds to cover the initial costs in our 2019 budget.

We are requesting a letter of authorization from the City Commission as required by the Law Enforcement Training and Standard Commission. (See attached letter)

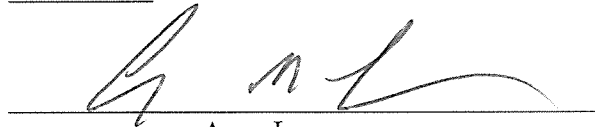
Recommendation: It is recommended that the City Commission authorize the City Manager to sign a letter of authorization as required by the Law Enforcement Training and Standard Commission.

Respectfully submitted,



Jason Foote
Commander

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



Amy Leon
City Manager



June 24, 2019

State Law Enforcement Officers Training Commission
1302 E Hwy 14, Suite 5
Pierre SD 57501

Dear Law Enforcement Officers Training Commission:

This letter is to inform you that at their meeting on June 24, 2019, the Yankton Board of City Commissioners voted to request the authority to establish a police reserve officer program with the Yankton Police Department.

Please contact me at (605) 668-5221 if you have question or need further information.

Thank you.

Sincerely,

Amy Leon
Yankton City Manager

416 Walnut St
PO Box 176
Yankton, SD 57078-0176
Phone (605) 668-5221
www.cityofyankton.org

EQUAL OPPORTUNITY EMPLOYER



Memorandum #19-139**TO: Mayor and City Commissioners****FROM: Ross DenHerder, City Attorney
Amy Leon, City Manager****RE: Commission Orientation/Refresher****DATE: June 17, 2019**

Having newly elected and re-elected City Commissioners beginning their terms, City Attorney DenHerder and City Manager Leon would like to take the opportunity to overview some of the rules and regulations set forth in City of Yankton Code and South Dakota State Statute regarding our form of government. This is an opportunity for you to ask questions and to inform the public of the manners in which we conduct business.

Some of the topics to be covered will include, but are not limited to:

- The City Commission structure of government
- Roles and responsibilities of the Mayor and City Commission
- Roles and responsibilities of the City Manager
- Public Meetings, Special Meetings, and Executive Session Protocol
- Conflict of Interest
- Social Media Use
- Ex Parte Communication

City Attorney DenHerder will be leading the discussion. The City Commission will have the opportunity to discuss these items with the City Manager and City Attorney and ask any questions. This will also be a good time to remind the public of our procedures and how the City Manager form of government works.

There is no action at this time.

_____ No action

DASHBOARD FOR YANKTON BOARD OF CITY COMMISSIONERS¹

1. As a general rule, you should communicate with your constituents and other interested persons prior to taking “official action.” However, **do not** talk with a constituent (without first consulting the City Manager or City Attorney) or *personally investigate*, if you know that the conversation will concern an upcoming quasi-judicial or adjudicatory matter:

- a. conditional use permit,
- b. variance application,
- c. petition to vacate a right of way,
- d. license applications, i.e. alcohol, dance, peddlers, mobile homes, taxicab, etc.
- e. resolution of necessity on a special assessment,
- f. award of a bid to a particular contractor or vendor, or
- g. tax abatement.

If you rely upon any evidence not produced at a public hearing or meeting regarding a quasi-judicial matter, you must disclose the evidence publicly and include the information in the public record to afford all parties an opportunity to respond or participate.

2. As a general rule, the public may get copies of “public records” (which is in all formats, including digital) *and* copy them. However, **do not** disclose these records without consulting with the City Manager or City Attorney:

- a. Employee medical records, personnel information (other than directories, salaries and employee contracts), and employment applications with attachments (except those of executives or policy makers),
- b. Attorney-Client communications and attorney work product,
- c. Confidential criminal justice information (other than date, time and general location and subject matter of police call), except perhaps BAC reports and 911 tapes,
- d. Appraisals or negotiation records to purchase or to sell property,
- e. Civil defense plans (in some instances),
- f. Private account payment information (such as credit information, social security numbers, driver’s license numbers, and other identifying information),
- g. Library records (which reveal a patron’s reading materials),
- h. “Correspondence, memoranda, calendars or logs of appointments, workingpapers, and records of telephone calls” and “notes, calendars or appointment logs, or other personal records or documents” of any “public officials or employees,”

¹ If you are uncertain, contact the City Attorney in all cases.

- i. Any information that, if released, could endanger the life of safety or any person,
 - j. “Financial, commercial and proprietary information,” which is part of economic development, and
 - k. records that could impair pending contract awards or collective bargaining negotiations.
3. In addition, do not reveal:
- a. Any comments communicated to or from your attorney (and you may request an opinion individually or as a group), or
 - b. Any comments made to and from other commissioners when made in executive session.
4. The public has a right to attend every “official meeting” of the City Commission. When is there an “official meeting”?
- a. Proper notice of the meeting has been given to the media/public,
 - b. a quorum of the Board is present, and
 - c. there is (an intent) to deliberate and/or a vote upon matters of public concern.

NOTE: Do not deliberate or vote when a quorum is present (in person, digitally (such as e-mail) or through social media (such as Facebook)) unless proper notice has been given to the media. However, you may passively receive information, such as an email from the City Manager. **Do not** reply to the City Manager’s (or another City Commissioner’s) email by way of a group reply (or “reply all”). If such a group reply is created, then the email should be printed and distributed to local media.

5. An executive session is legal if:
- a. there is a motion identifying the purpose for the “closure motion,” a second, and a majority vote of those present vote to enter executive session;
 - b. the purpose of the deliberation in executive session is one of the following:
 - (i) employee (but not independent contractor) matters (such as hiring, performance, discipline, etc.),
 - (ii) proposed or pending litigation (with legal counsel),
 - (iii) contractual matters (with legal counsel),
 - (iv) preparing for or negotiating with employee representatives on labor issues,
 - (v) marketing or pricing strategies of City owned business when public discussion may be harmful to the competitive position of the business.
 - c. **do not** deliberate during the session on a topic not disclosed to the public, and
 - d. **do not** vote in executive session.

Note: some information may only be shared with you in executive session to preserve the confidentiality of such information (i.e. attorney-client privilege, etc.).

6. The public **cannot** attend a legal executive session. Who may attend an executive session?
 - a. The City Manager has a right to attend and to participate in all executive sessions, unless the topic is removal of the City Manager. SDCL 9-10-15(7).
 - b. The City Attorney and City Finance Officer may attend an executive session at the discretion of the Board.
 - c. Any other city employee may attend an executive session at the discretion of the Board.

7. As a general rule, you should participate in the deliberation at a meeting and then vote on every item. **Do not** debate *or* vote when
 - a. there is not a quorum present (at least 5 commissioners),
 - b. there is improper public notice of the *meeting* has been given,
 - c. there is improper public notice of the *item* in question has been given,
 - d. You have a conflict of interest or your vote would present the appearance of bias or conflict of interest as follows:
 - a. If you have a direct pecuniary interest in the matter before the governing body benefitting your own property or affording a direct financial gain; or
 - b. If at least two-thirds of the governing body votes that you have an identifiable conflict of interest that should prohibit you from voting on a specific matter; or
 - c. In quasi-judicial matters, you should not vote if any of the following are present:
 - (a) An *indirect pecuniary interest* that financially benefits one closely tied to you, such as a spouse, employer, or family member;
 - (b) A *direct personal interest* that benefits you, or a blood relative or close friend in a non-financial way, but a matter of great importance, as in the case of a commissioner's mother being in the nursing home subject to a zoning issue before the board; and
 - (c) An *indirect personal interest* in which an individual's judgment may be affected because of membership in some organization and a desire to help the organization to further its policies.
 - d. In rule-making or "legislative" matters (non-quasi-judicial matters) you should not vote if you have (or there is reasonable or objective evidence that you have) an unalterably closed mind on matters critical to the disposition of the matter or issue upon which you are voting.

8. As a general rule, you may talk with your fellow Commissioners about any topic outside of a meeting. However, do not:
 - a. Talk about City business if you see that there is a quorum present.

- b. Agree to swap votes.
- c. Indicate that your vote is unchangeable. This should only occur after deliberation has occurred at a public meeting.

9. Social Media Guidelines – Here is some practical guidance in your use of social media to keep you from violating the rules mentioned above:

- a. Refrain from posting on each other’s Facebook pages or similar social media sites;
- b. Do not post confidential information or information discussed in executive session;
- c. Utilize a disclaimer that you speak for yourself when posting on matters of public interest;
- d. Politely rebuff comments and lobbying efforts of any type regarding quasi-judicial issues;
- e. Consider abstaining from voting on any quasi-judicial issue involving those who are Facebook “Friends” and/or consider utilizing separate public and private pages.

10. The duties of the City Manager are the following:

- a. To enforce all City ordinances
- b. To supervise the administration of City affairs
- c. To prepare the agenda for the Body (with help from the finance officer)
- d. To make recommendations to the Body concerning City affairs
- e. To appraise the Body of the City’s finances
- f. To submit an annual budget prior to August 1st of each year
- g. To perform and to enforce the terms of all contracts and franchises of which the City is a party
- h. To sign all warrants (legally approved by the Body) for the payment of money – all contracts over \$200.00 (except for necessities) must be approved by the Body.
- i. To prepare, to introduce, and to discuss all ordinances and resolutions
- j. To appoint and to remove all officers and employees, or to do the same through delegation to a department head. SDCL 9-10-13.

11. The duties of each Commissioner, individually or as a body, are the following:

- a. If necessary, to inquire of City employees, (due to the restrictions of SDCL 9-10-16, “inquiry” is best limited to perfunctory questions of a factual nature)
- b. To review issues presented by the City Manager
- c. To consider public input, with the limitations set forth herein
- d. To vote on all issues, with the limitations set forth herein
- e. To appoint and remove city manager, finance officer, attorney, and library board of trustees. SDCL 9-10-9.

NOTE: Commissioners should not give orders to any subordinate of the City Manager, and violation is a class 2 misdemeanor. Conviction also results in removal from office. SDCL 9-10-16.

12. The additional duties of the Mayor are the following:
 - a. To preside over the commission, SDCL 9-10-7.
 - b. To receive service of process in litigation and service and be the head of the City for military and ceremonial purposes
 - c. In times of “public danger or emergency,” the mayor may take command of the police, appoint additional police and govern by proclamation, to call on adults to aid in the enforcement of laws, and to call out any “organized militia within the county” to suppress any riots or other disorderly conduct. SDCL 9-29-17.

Memorandum #19-145

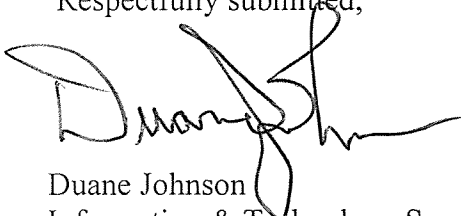
To: Amy Leon, City Manager
From: Duane Johnson, Information & Technology Services Director
Subject: Cable Television Franchise Extension – Midcontinent and VAST
Date: June 18, 2019

The attached Ordinance #1022 and associated agreements for Midcontinent Communications and Clarity Telecom, LLC d/b/a Vast Broadband extends the existing cable TV franchise agreement with each grantee an additional five (5) years with an automatic renewal for an additional five (5) years.

Both companies have met the conditions of the current franchise agreement. In 2009, the agreement was modernized and adopted concurrently by both franchisees. Passage of this ordinance amendment extends the term of the current agreements to August 19, 2024 initially and to August 19, 2029 upon renewal. The agreement automatically renews for five (5) years if the City takes no action to prevent the renewal prior to August 19, 2024. The result is the extension of the current agreement for an additional ten (10) years in total.

- ✓ Action: Introduction and first reading of Ordinance #1022 and setting July 8, 2019 as the date for second reading and public hearing to receive comments concerning the franchise amendment.

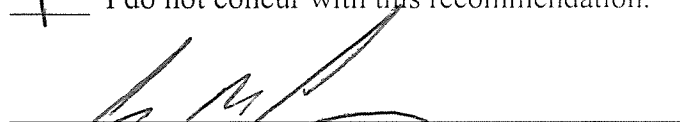
Respectfully submitted,



Duane Johnson
 Information & Technology Services Director

Recommendation: It is recommended that the City Commission introduce Ordinance #1022 and set July 8, 2019 as the date for second reading and public hearing to receive comments concerning the cable TV franchise amendment.

- I concur with this recommendation.
- I do not concur with this recommendation.



Amy Leon, City Manager

_____ Establish public hearing

ORDINANCE NO. 1022

**AN ORDINANCE AMENDING THE CABLE COMMUNICATIONS FRANCHISE
ORDINANCE 924, OF THE CODE OF CITY ORDINANCES OF THE CITY OF
YANKTON RELATED TO AUTHORIZING THE GRANT OF CABLE
COMMUNICATIONS FRANCHISES IN THE CITY OF YANKTON.**

**BE IT ORDAINED BY THE CITY OF YANKTON, SOUTH DAKOTA THAT THE
FOLLOWING SECTIONS BE AMENDED AS FOLLOWS:**

WHEREAS, CLARITY TELECOM, LLC d/b/a VAST BROADBAND and
MIDCONTINENT COMMUNICATIONS each hold a cable communications franchise
("Grantee") for the construction and operation of a cable communications system within the City
of Yankton, South Dakota ("Grantor"); and

WHEREAS, Grantor and Grantee(s) have mutually agreed to extend the term of the
Franchise by adopting this Ordinance Amendment ("Amendment") and to make such other
changes as are mutually agreed upon herein.

NOW, THEREFORE, the City of Yankton hereby ordains:

1. The term of the Franchise is hereby amended to initially expire five (5) years after
the current expiration date of August 19, 2019, or August 19, 2024 with an
automatic renewal of an additional five (5) years. If the City takes no action to
prevent the automatic renewal on or before August 19, 2024, the current franchise
ordinance shall be extended with a new expiration date of August 19, 2029.
2. Except as expressly modified herein, all other terms and conditions of the
Franchise shall remain in full force and effect. Neither party waives any rights it
may have pursuant to applicable law.
3. This Amendment shall be effective upon its passage and publication in
accordance with applicable law.

First Reading:

Second Reading:

Adopted:

Published:

Effective:

Nathan V Johnson
Mayor

Attest: _____
Al Viereck
Finance Officer

Acceptance

- (a) Grantee shall accept this Amendment by executing same.
- (b) Upon acceptance of this Franchise Amendment, Grantee shall be bound by all the terms and conditions contained herein.

Passed and adopted this ____ day of _____, 2019.

CITY OF YANKTON

By: _____
Its: _____

CLARITY TELECOM, LLC d/b/a
VAST BROADBAND

By: _____
Its: _____
Dated: _____

Acceptance

- (a) Grantee shall accept this Amendment by executing same.
- (b) Upon acceptance of this Franchise Amendment, Grantee shall be bound by all the terms and conditions contained herein.

Passed and adopted this ____ day of _____, 2019.

CITY OF YANKTON

By: _____
Its: _____

MIDCONTINENT COMMUNICATIONS
By Midcontinent Communications Investor, LLC,
Managing Partner of Midcontinent Communications

By: _____
Its: _____
Dated: _____

ORDINANCE NO. 924

AN ORDINANCE TO REPEAL AND RECREATE APPENDIX A ARTICLE I DIVISION 1 AND DIVISION 2 AND ALL SUBSECTIONS OF THE CODE OF ORDINANCES OF THE CITY OF YANKTON RELATED TO AUTHORIZING THE GRANT OF CABLE COMMUNICATIONS FRANCHISES IN THE CITY OF YANKTON; SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF THE FRANCHISE(S).

BE IT ORDAINED, BY THE CITY OF YANKTON, SOUTH DAKOTA THAT THE FOLLOWING SECTIONS BE RECREATED AND AMENDED:

SECTION 1. SHORT TITLE AND DEFINITIONS

1. Short Title. This Ordinance shall be known and cited as the Cable Communications Regulatory Ordinance.
2. Definitions. For the purposes of this Ordinance, the following terms, phrases, words, and their derivations shall have the meaning given herein. When not inconsistent with the context, words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory. The word "may" is directory and discretionary and not mandatory.
 - (a) "Basic Cable Service" means any service tier which includes the lawful retransmission of local television broadcast signals and any public, educational, and governmental access programming required by the franchise to be carried on the basic tier. Basic Cable Service as defined herein shall not be inconsistent with 47 U.S.C. §543(b)(7).
 - (b) "Cable Programming Service" means any Video Programming provided over a Cable System, regardless of service tier, including installation or rental of equipment used for the receipt of such Video Programming, other than:
 - Video Programming carried on the Basic Service Tier;
 - Video Programming offered on a pay-per-channel or pay-per-program basis; or
 - A combination of multiple channels of pay-per-channel or pay-per-program Video Programming offered on a multiplexed or time-shifted basis so long as the combined service:
 - Consists of commonly-identified Video Programming; and
 - Is not bundled with any regulated tier of service.

Cable Programming Service as defined herein shall not be inconsistent with the definition as set forth in 47 U.S.C. §543(1)(2) and 47 C.F.R. 76.901(b) (1993).

- (c) "Cable Service" means the one-way transmission to Subscribers of Video Programming, or other programming service, and Subscriber interaction, if any, which is required for the selection of such Video Programming or other programming service.
- (d) "Cable System" or "System" shall have the meaning ascribed to it in federal law.
- (e) "Commission" means the Yankton, South Dakota City Commission.
- (f) "Franchise" means an initial authorization, or renewal thereof issued by a franchising authority, whether such authorization is designated as a franchise, permit, license, resolution, contract, certificate, agreement, or otherwise, which authorizes the construction or operation of a Cable System or other MVPD facility.
- (g) "Franchise Area" means the area within the legal boundaries of the Grantor.
- (h) "Grantee" is the Person which is granted a Franchise in City pursuant to this Ordinance, its agents and employees, lawful successors, transferees or assignees.
- (i) "Grantor" is the City of Yankton.
- (j) "Gross Revenue" means only that monthly revenue received from Basic Cable Service, Cable Programming Service, and Pay Television directly by the Grantee from the operation of its System within Franchise Area. The term "Gross Revenues" shall not include any other revenue billed or received by the Grantee including, but not limited to installation fees, franchise fees, late fees, any fees itemized and passed through as a result of franchise imposed requirements or any taxes or fees on services furnished by Grantee imposed directly on any Subscriber or user by any municipality, state, or other governmental unit and collected by Grantee for such governmental unit.
- (k) "Multichannel Video Program Distributor" or "MVPD" means a person such as, but not limited to, a cable operator, a multichannel multipoint distribution service, a direct broadcast satellite service, an OVS provider, or a television receive-only satellite program distributor, who makes available for purchase, by subscribers or customers, multiple channels of video programming.

- (l) “Open Video Services” or “OVS” means any video programming Services provided to any person by a Franchisee certified by the FCC to operate an Open Video System pursuant to Section 47 U.S.C. 573, as may be amended, regardless of the Facilities used.
- (m) “Pay Television” means the delivery over the System of pay-per-channel or pay-per-program audio-visual signals to Subscribers for a fee or charge, in addition to the charge for Basic Cable Service or Cable Programming Services.
- (n) “Person” is any person, firm, partnership, association, corporation, company, or other legal entity.
- (o) “Standard Installation” means any residential installation which can be completed using a drop of one hundred fifty (150) feet or less.
- (p) “Street” means the surface of, and the space above and below, any public street, road, highway, freeway, lane, alley, path, court, sidewalk, parkway, or drive, or any easement or right-of-way now or hereafter held by Grantor.
- (q) “Subscriber” means any Person who lawfully receives Cable Service.
- (r) “Video Programming” means programming provided by, or generally considered comparable to programming provided by a television broadcast station.

SECTION 2. GRANT OF AUTHORITY AND GENERAL PROVISIONS

1. Franchise Required. It shall be unlawful for any Person to construct, operate or maintain a Cable System or MVPD facility or to provide Cable Service, Video Programming or other MVPD services, including OVS, in the Grantor without a Franchise authorizing the same, unless applicable federal or State law prohibits the Grantor’s enforcement of such a requirement.
2. Grant of Franchise. Any Franchise that is granted in City shall be subject to the terms and conditions contained herein.
3. Grant of Nonexclusive Authority.
 - (a) A Grantee shall have the right and privilege to construct, erect, operate, and maintain, in, upon, along, across, above, over and under the Streets, public ways and public places now laid out or dedicated and all extensions thereof, and additions thereto in Franchise Area, poles, wires, cables, underground conduits, manholes, and other television conductors and fixtures necessary for the maintenance and operation in Franchise Area of a Cable System.

- (b) A Franchise shall be nonexclusive, and Grantor reserves the right to grant a similar use of said Streets to any MVPD at any time, provided, however, that all Franchises shall contain the same terms and conditions as this Franchise in order that one MVPD is not granted a competitive advantage over another. In the event a MVPD commences operation without a Franchise or is granted a Franchise to operate by the Grantor, the terms and conditions of which do not comply with this Ordinance, other Grantees shall have the right either (i) to opt in to the competitor's Franchise by providing ten (10) days prior written notice to the Grantor; or (ii) to petition the Grantor for modifications to its Franchise, in which case the Grantor shall work in good faith with the affected Grantee(s) to review and adopt modifications which the Grantee(s) deem necessary, review and approval by Grantor shall not be unreasonably denied.
 - (c) Before granting an additional franchise, the Grantor shall give written notice to all Grantees of any new application, identifying the applicant for such additional Franchise and providing at least thirty (30) days prior notice of the date, time, and place at which the Grantor shall consider and/or determine whether such additional Franchise should be granted.
 - (d) Every Franchise shall apply to the entire service area of the Grantor, as it exists now or may later be configured.
 - (e) In the event Grantor grants one or more additional Franchises or one or more non-franchised MVPD's commence providing Cable Service in the Grantor, a Grantee shall have the right to terminate or reduce the term of this Franchise in its sole discretion.
 - (f) Neither City nor Grantee(s) may unilaterally alter the material rights and obligations set forth in this Franchise. In the event of a conflict between any other ordinance and this Franchise, the Franchise shall control.
4. Franchise Term. A Franchise shall be in effect for a period of up to ten (10) years from the date of acceptance by a Grantee, unless renewed, revoked, or terminated sooner as herein provided.
5. Territorial Area Involved. A Franchise shall be granted for the corporate boundaries of Grantor, as it exists from time to time. In the event of annexation by Grantor, or as development occurs, any new territory shall become part of the area covered, provided.-Whenever the grantee shall receive a request for service from at least fifteen (15) residences within 1,320 cable-bearing strand feet (one-quarter cable mile) of its trunk or distribution cable, it shall extend its system to such subscribers at no cost to said subscribers for system extension, other than the usual connection fees for all subscribers; provided that such extension is technically feasible, and if it will not adversely affect the operation, financial condition, or market development of the system, or as provided for under section 2 item 6 of this franchise.

6. Subscriber charges for extensions of service. No subscriber shall be refused service arbitrarily. However, for unusual circumstances, such as a subscriber's request to locate his cable drop underground, existence of more than one hundred fifty (150) feet of distance from distribution cable to connection of service to subscribers, or a density of less than fifteen (15) residences per 1,320 cable-bearing strand feet of trunk or distribution cable, service may be made available on the basis of a capital contribution in aid of construction, including cost of material, labor and easements. For the purpose of determining the amount of capital contribution in aid of construction to be borne by the grantee and subscribers in the area in which service may be expanded, the grantee will contribute an amount equal to the construction and other costs per mile, multiplied by a fraction whose numerator equals the actual number of residences per 1,320 cable-bearing strand feet of its trunks or distribution cable, and whose denominator equals fifteen (15) residences. Subscribers who request service hereunder, will bear the remainder of the construction and other costs on a pro rata basis. The grantee may require that the payment of the capital contribution in aid of construction borne by such potential subscribers be paid in advance.
7. Written Notice. All notices, reports, or demands required to be given in writing under this Ordinance shall be deemed to be given when delivered personally to any officer of Grantee or Grantor's Administrator of this Ordinance as specified in a Franchise.

SECTION 3. APPLICATION FOR NEW FRANCHISE

- 1.) An application for an initial Franchise to provide Video Programming shall be in writing on a form provided by the City which shall contain where applicable:
 - (a) Applicant name and business address of Applicant.
 - (b) A statement as to the proposed Franchise Area, and whether Applicant holds an existing authorization to access the Rights-of-Way in the City and a map of the areas where such authorization exists if for an area other than the entire City.
 - (c) Resume of prior history of Applicant, including the legal, technical, and financial expertise of Applicant in the Cable Service field.
 - (d) List of officers, directors, and managing employees of Applicant and resumes of each.
 - (e) A proposed construction and schedule to provide Cable Service or Video Programming to Subscribers.
 - (f) A certificate of insurance consistent with the requirements of this Ordinance.

- (g) A description of the Cable System the Applicant intends to build, including its capacity, the types of equipment proposed for use and the Cable Services or Video Programming which will be offered.
 - (h) A description of the financial qualifications of the Applicant to construct and operate the System including a balance sheet, income statement sources and uses of funds statement and pro forma projections for at least three (3) years of operation subsequent to System completion.
 - (i) A proposed plan for Public, Educational, and Government Access Channels, including funding, facilities, and equipment and capacity on the System to be dedicated for educational and governmental use if applicable.
- 2.) The Initial Franchise Application may be evaluated according to the following criteria, and approved within one-hundred eighty (180) days after City deems the Application is complete. In the event Applicant is already authorized to occupy the Rights-of-Way, the time for review and approval will be ninety (90) days.
- (a) The evidence of legal, technical and financial ability required in the Applicant's proposal will be such as to assure the ability to complete the entire System within a reasonable time from the date the Franchise is granted. The City will also consider the Applicant's ability to operate the System and provide the necessary Cable Services or Video Programming in compliance with the terms of this Ordinance.
 - (b) The City Administrator or designee shall prepare a report and make his or her recommendations respecting such application to the City Commission
 - (c) A public hearing shall be set prior to any grant of a Franchise, at a time and date approved by the City Commission. Within thirty (30) days after the close of the hearing, the City Commission shall make a decision based upon the evidence received at the hearing as to whether or not the Franchise(s) should be granted, and, if granted subject to what conditions.
 - (d) The City may consider any additional information that it deems applicable.

SECTION 4 CONSTRUCTION AND OPERATIONS STANDARDS

- 1.) Conditions on Street Use.
- (a) A Grantee shall obtain all required permits from Grantor before commencing any construction upgrade or extension of the System.
 - (b) The Grantor shall impose no special permit fees upon a Grantee for access to the public way. .

- (c) *Conditions of street occupancy.* All transmission and distribution structures, poles, other lines, and equipment installed or erected by the grantee pursuant to the terms hereof shall be located so as to cause a minimum of interference with the proper use of public ways and with the rights and reasonable convenience of property owners who own property that adjoins any of such public ways.
- (d) *Restoration of public ways.* If during the course of grantee's construction, operation, or maintenance of the system there occurs a disturbance of any public way by the grantee, it shall, at its expense, replace and restore such public way to a condition reasonably comparable to the condition of the public way existing immediately prior to such disturbance.
- (e) If at any time during the period of this Franchise Grantor shall elect to alter, or change the grade or location of any Street, alley or other public way, a Grantee shall, at its own expense, upon reasonable notice by Grantor, not less than five (5) business days, remove and relocate its poles, wires, cables, conduits, manholes and other fixtures of the System. If Grantor reimburses other occupants of the Street, a Grantee shall be likewise reimbursed.
- (f) A Grantee shall, on request of any Person holding a moving permit issued by Grantor, temporarily move its wires or fixtures to permit the moving of buildings with the expense of such temporary removal to be paid by the Person requesting the same, and a Grantee shall be given not less than ten (10) days advance notice to arrange for such temporary changes.
- (g) A Grantee shall have the authority to trim any trees upon and overhanging the Streets, alleys, sidewalks, or public easements of Grantor so as to prevent the branches of such trees from coming in contact with the wires and cables of the Grantee. The grantee shall reasonably compensate the franchising authority for any damages caused by such trimming, or shall, in its sole discretion and at its own cost and expense, reasonably replace all trees or shrubs damaged as a result of any construction of the system undertaken by the grantee. Such replacement shall satisfy any and all obligations the grantee may have to the franchising authority pursuant to the terms of this section.
- (h) Nothing contained in this Ordinance shall relieve any Person from liability arising out of the failure to exercise reasonable care to avoid injuring Grantee's facilities.
- (i) In areas where all other utility lines are placed underground, Grantee shall construct and install its cables, wires and other facilities underground. In any area where one or more public utilities are aerial, Grantee may construct and install its cables, wires and other facilities from the same pole with the consent of the owner of the pole.

- (j) A Grantee shall at all times construct and operate its System in accordance with applicable FCC Technical specifications.
- (k) In the event that the use of any part of the system is discontinued for any reason for a continuous period of twelve (12) months, or in the event such systems or property has been installed in any street or public place without complying with the requirements of this Ordinance, or the rights granted hereunder have been terminated, cancelled or have expired, Grantee shall, subject to the rights of the City to acquire the system as specified in Section 3.1.(j) herein, promptly remove from the streets, or public places all such property and poles of such system other than any which the City may permit to be abandoned in place. In the event of such removal, Grantee shall promptly restore the street or other area from which such property has been removed to a condition satisfactory to the City.
- (l) Any property of Grantee to be abandoned in place shall be abandoned in such a manner as the City may prescribe. Upon permanent abandonment of the property of Grantee in place, it shall submit to the City an instrument to be approved by the City, transferring to the City the ownership of such property.
- (m) All cable and passive equipment for cable television reception service installed by Grantee at a subscriber's location shall remain the property of Grantee and Grantee shall have the right to remove said cable and equipment. Upon termination of service to any subscriber, the Grantee shall promptly remove all its above ground facilities and equipment from the premises of such subscriber upon his request.
- (n) No poles or other wire-holding structures shall be erected by the Grantee without prior approval of the designated representative of the City Commission with regard to locations, height, type or any other pertinent aspect, which approval shall not be unreasonably withheld. However, no locations of any pole or wire-holding structure of the Grantee shall be a vested interest and such poles or structures shall be removed or modified by the Grantee at its own expense whenever the City Commission or its designated representative determines that the public convenience would be enhanced thereby.
- (o) Where poles or other wire-holding structures already existing in use in serving the City are available for use by Grantee, but it does not make arrangements for such use, the City Commission may require the Grantee to use such poles and structures if it determines that the public convenience would be enhanced thereby and the terms of the use available to the Grantee are just and reasonable.
- (p) Where the City or a public utility serving the City desires to make use of poles or other wire-holding structures of the Grantee but agreement

therefore with the Grantee cannot be reached, the City Commission may require the Grantee to permit such use for such consideration as is just and reasonable and upon such terms as the Commission determines the use would enhance the public convenience and would not unduly interfere with the Grantee's operations.

- (q) Grantee shall at all times maintain on file with the Finance Officer a schedule setting forth all rates and charges to be made to subscribers for basic cable service, including installation charges.
- (r) During the term hereof, the City may regulate rates only if authorized to do so by Federal Communications Commission regulations and then such regulation shall only be in accordance with the provisions of such regulations.

SECTION 5. SYSTEM PROVISIONS AND PUBLIC SERVICES

- 1.) Operation and Maintenance of System. A Grantee shall render effective service, make repairs promptly, and interrupt service only for good cause and for the shortest time possible.
- 2.) Service to Schools and City. A Grantee shall, subject to the line extension requirements of Section 2.5 herein, provide one (1) Drop and one (1) outlet of Basic Cable Service at no cost to those Franchise Authority offices, fire station(s), police stations(s), and public school building(s) that are passed by its System. The outlets of Basic Service shall not be used to distribute or sell services in or throughout such buildings, nor shall such outlets be located in areas open to the public. Users of such outlets shall hold the Grantee harmless from any and all liability or claims arising out of their use of such outlets, including but limited to, those arising from copyright liability. The Grantee shall not be required to provide an outlet to such buildings where the drop line from the feeder cable to said building or premises exceeds 150 cable feet or unless the appropriate governmental entity agrees to pay the incremental cost of such drop line in excess of 150 cable feet. If additional outlets of Basic Service are provided to such buildings, the building owner shall pay the usual installation fees associated therewith, including, but not limited to, labor and materials.
 - (a) PEG Channel. Grantee shall dedicate one (1) channel for public, educational and governmental ("PEG") programming. Every Subscriber receiving Cable Service over a Grantee's System shall receive the PEG channel at no additional charge. The PEG channel shall be provided as part of Basic Cable Service and shall not be moved without the City's written approval which shall not be unreasonably withheld. The Grantee shall cablecast all PEG programming produced or created by the City, or its designee, including any live programming. The City may use the PEG channel for any lawful purpose including to cablecast programming

produced by the City, local educational institutions or other public institutions, or members of the public.

- (b) The City shall have sole responsibility for managing and controlling the PEG channel. The City shall establish rules for the programming, operation or administration of the PEG channel, which shall be subject to Grantee's review and approval. Grantee shall have no responsibility whatsoever for the programming, operation or administration of the PEG channel.
 - (c) Every Grantee shall provide to the City a capital grant in an amount up to \$4,000 for Access related expenditures (the "Capital Grant") within thirty (30) days of the effective date of its Franchise
 - (d) City understands that pursuant to federal law, a Grantee may collect the Capital Grant from Subscribers as a separate line item on Subscriber bills, in addition to the price for Cable Service. Any payments by Grantee to City in support of PEG Access shall not be deemed "Franchise Fees" within the meaning of Section 622 of the Cable Act (47 U.S.C. §542).
- 3.) Emergency Use. In the case of any emergency or disaster, a Grantee shall, upon request of the City Commission or City Manager, make available its facilities to the City for emergency use. A Grantee shall comply with the emergency alert requirements of federal law.
- 4.) Lockout Device. Upon the request of a Subscriber, Grantee shall provide by sale or lease a Lockout Device.

SECTION 6. OPERATION AND ADMINISTRATION PROVISIONS

1. Indemnification of Grantor.
- (a) A Grantee shall indemnify, defend, and hold harmless Grantor, its officers, boards, committees, councils, elected officials, employees and agents, from and against all liability, damages, and penalties which they may legally be required to pay as a result of the exercise of a Franchise granted pursuant to this Ordinance, except claims covered by worker's compensation insurance or any claims arising from or related to Grantor's negligence. Nothing in this Ordinance relieves a Person from liability arising out of the failure to exercise reasonable care to avoid injuring the Grantee's facilities while performing work connected with grading, regarding, or changing the line of a Street or public place or with the construction or reconstruction of a sewer or water system.
 - (b) In order for Grantor to assert its rights to be indemnified, defended, and held harmless, Grantor must with respect to each claim:

- (1) Promptly notify a Grantee in writing of any claim or legal proceeding which gives rise to such right;
 - (2) Afford Grantee the opportunity to participate in and fully control any compromise, settlement or other resolution or disposition of any claim or proceeding; and
 - (3) Fully cooperate with reasonable requests of Grantee, at Grantee's expense, in its participation in, and control, compromise, settlement or resolution or other disposition of such claim or proceeding subject to paragraph two (2) above.
2. Insurance. A Grantee shall maintain in full force and effect at its sole expense, a comprehensive general liability insurance policy, including contractual liability coverage, in protection of Grantor in its capacity as such. The policies of insurance shall be in the sum of not less than Three Hundred Thousand Dollars (\$300,000) for personal injury or death of any one Person, and One Million Dollars (\$1,000,000) for personal injury or death of two or more Persons in any one occurrence, Three Hundred Thousand Dollars (\$300,000) for property damage to any one Person and One Million Dollars (\$1,000,000) for property damage resulting from any one act or occurrence.
3. Franchise Fee.
 - (a) A Grantee will pay Grantor a monthly franchise fee in the amount of five (5%) percent of Grantee's Gross Revenues.
 - (b) The franchise fee shall be payable monthly, together with a brief report showing the basis for the computation.
 - (c) The period of limitation for recovery of any franchise fee payable hereunder shall be five (5) years from the date on which payment by Grantee is due.
4. Compliance and monitoring. The grantee shall make available for inspection by authorized representatives of the City, its books, accounts and financial records at reasonable times and upon reasonable advance notice for the purpose of verifying payments. Grantee shall not be required to maintain any books for longer than five years. Grantee shall not be required to disclose information that it reasonably deems to be proprietary or confidential in nature. Grantee shall not be required to provide subscriber information in violation of applicable law regarding subscriber privacy.

SECTION 7. REVOCATION, ABANDONMENT, AND SALE OR TRANSFER

1. Grantor's Right to Revoke. Grantor reserves the right to revoke, terminate or cancel a Franchise, if after strictly following the procedures required by Section

7.2 herein, it is determined that a Grantee has violated any material provision of its Franchise or this Ordinance and has failed to substantially cure said violation.

2. Procedures for Revocation.

- (a) Grantor shall provide a Grantee with written notice of a cause for revocation and the intent to revoke and shall allow Grantee sixty (60) days subsequent to receipt of the notice in which to substantially cure the violation or to provide adequate assurance of performance. Together with the notice required herein, Grantor shall provide Grantee with written findings of fact which are the basis of the revocation.
- (b) Grantee shall be provided the right to a public hearing affording due process before the Grantor Commission prior to revocation, which public hearing shall follow the sixty (60) day notice provided in paragraph (a) above. Grantor shall provide Grantee with written notice of its decision together with written findings of fact supplementing said decision.
- (c) After the public hearing and upon written determination by Grantor to revoke the Franchise, Grantee may appeal said decision with an appropriate state or federal court or agency.
- (d) During the appeal period, the Franchise shall remain in full force and effect unless the term thereof sooner expires.
- (e) Upon satisfactory correction by Grantee of the violation upon which said notice was given, the initial notice shall become void.

3. Sale or Transfer of Franchise. No sale or transfer of a Franchise shall take place without the written approval of the Grantor, which approval shall not be unreasonably withheld. All of the rights, privileges, obligations, duties, and liabilities created by this Franchise shall pass to and be binding upon the successor or assign of a Grantee. Said approval shall not be required where a Grantee grants a security interest in its Franchise and assets to secure indebtedness.

SECTION 8. MISCELLANEOUS PROVISIONS

- 1. Franchise Renewal. Any renewal of a Franchise shall be done in accordance with applicable federal law.
- 2. Amendment of Franchise. A Grantee and Grantor may agree, from time to time, to amend a Franchise. Such written amendments may be made at any time.
- 3. Marketing. A Grantee shall have the right to conduct direct selling in the Franchise Area, including door to door sales, notwithstanding any peddler or solicitor laws or regulations to the contrary.

4. Severability. If any section, sentence, clause or phrase of this Ordinance is for any reason held to be invalid, unenforceable or unconstitutional by a decision of any authority or court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance and the remainder shall remain in full force and effect.

SECTION 9. PUBLICATION, EFFECTIVE DATE

1. Publication; Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication, as required by law.

First Reading:

Second Reading:

Adopted:

Published:

Effective:

Dan Specht

Mayor

Attest: _____

Al Viereck

Finance Officer

2. Acceptance.

- (a) Grantee shall accept this Franchise by executing same. Such acceptance by the Grantee shall be deemed the grant of this Franchise for all purposes. With its acceptance, Grantee shall also deliver any insurance certificates required herein that have not been previously delivered.
- (b) Upon acceptance of this Franchise, Grantee shall be bound by all the terms and conditions contained herein.

Passed and adopted this ____ day of _____, 2009.

CITY OF YANKTON

By: _____
Its: _____

MIDCONTINENT COMMUNICATIONS

By: _____
Its: _____
Midcontinent Communications Investor, LLC
Managing Partner of Midcontinent
Communications
Date: _____

3. Acceptance.

- (a) Grantee shall accept this Franchise by executing same. Such acceptance by the Grantee shall be deemed the grant of this Franchise for all purposes. With its acceptance, Grantee shall also deliver any insurance certificates required herein that have not been previously delivered.
- (b) Upon acceptance of this Franchise, Grantee shall be bound by all the terms and conditions contained herein.

Passed and adopted this ____ day of _____, 2009.

CITY OF YANKTON

By: _____
Its: _____

KNOLOGY

By: _____
Its: _____
Knology
Date: _____

Memorandum #19-146

To: Amy Leon, City Manager
From: Dave Mingo, AICP Community and Economic Development Director
Subject: Municipal Bicycle Trail Easements in Golf View Estates Subdivision
Date: June 18, 2019

If approved, the attached three easements would provide the City and it's assigns limited purpose access to construct and maintain the planned bicycle trail on private property directly adjacent to West City Limits Road right-of-way. City Attorney Den Herder and staff are working through the process of obtaining the rights to construct the trail, as designed with individual parcel owners.

The language in these easements clears up any potential interpretations not allowing construction of the planned trail that previous support documentation may have created. We are working though getting signatures on the attached easements from the referenced property owners. Approval of this Memorandum would authorize the City Manager to sign the documents once they are executed by the landowners. There is the potential for minor editing upon review by the landowners and we are asking that this action also authorize the City Attorney to determine if any such edits would warrant additional action by the City Commission.

Respectfully submitted,



Dave Mingo, AICP
 Community and Economic Development Director

Recommendation: It is recommended that the City Commission approve Memorandum#19-146 thereby authorizing the City Manager to execute the attached easements as described above.

I concur with this recommendation.

I do not concur with this recommendation.



Amy Leon, City Manager

_____ Roll call



City of Yankton

Easement Location

 Easement Area

Prepared By:

Den Herder Law Office, P.C.
329 Broadway Ave.
Yankton, SD 57078
Telephone: (605) 665-0494

PERMANENT EASEMENT

THIS EASEMENT made this _____ day of June, 2019, by and between the City of Yankton, South Dakota, a Municipal Corporation, hereinafter called the "City," and Doug Marquardt, of 1314 Golf View Lane, Yankton South Dakota, hereinafter the "Owner,"

WHEREAS, the City desires to acquire an easement for permanent access and occupation upon land belonging to the Owner for municipal bicycle trail purposes, and the Owner desires to cooperate with the City by providing an easement for said purposes.

NOW THEREFORE, in total consideration for easement and for the construction and maintenance of said improvements by the City, the Owner hereby grants to the City a permanent easement for ingress and egress and for purposes of construction and maintenance of an Eight foot (8") wide paved or hard surface public recreational bicycle trail over and through the following legally described real estate within the City of Yankton, County of Yankton, State of South Dakota:

**The West Twelve Feet (W 12') of Lots Eight (8) and Nine (9),
Block One (1), Golf View Estates Subdivision, City and County of
Yankton, South Dakota.**

THE OWNER, its heirs, successors, or his assigns shall not interfere with or disturb the City's bicycle trail improvements within the easement area without prior written approval of the City of Yankton. The City may also construct, maintain, repair, or resurface the bicycle trail over the easement at any time at its discretion.

THE OWNER, agrees that the placement of any structure, fence, sign or other landscaping above or below ground other than lawn grasses within the easement area is strictly prohibited without the prior written approval of the City. Additionally, the City shall have the right at its discretion to remove from the easement area, at its own cost any fences, structures, trees, plants or undergrowth that may interfere with the function of the easement.

THE OWNER grants permission to the City based on construction plans reviewed by the OWNER to enter upon the above described property to commence inspection and construction of the bicycle trail together with all rights of ingress and egress necessary for the full and complete public use and occupation for the purpose of this permanent easement hereby granted. The Owner also grants to the City a temporary construction easement to enter upon an area an additional three feet (3') in width lying immediately east of the above-described easement for purposes of completing the grading and construction of the paved or hard surface bicycle trail. Following completion of construction of the bicycle trail, the City shall replant grass as necessary to return the temporary construction easement area to its original condition prior to the grant of temporary easement. The City also agrees to reimburse the Owner for lawn irrigation piping and sprinkler head repairs resulting from damage proximately caused by construction of the bicycle trail.

THE CITY shall have the obligation to maintain the bicycle trail constructed upon the Owner's property exclusively at the City's expense.

The easement rights granted herein shall run with the land and shall be binding upon all subsequent owners, successors and assigns of the property upon which the easement is located.

IN WITNESS WHEREOF the Parties have executed this Easement on the dates set forth below.

OWNER:

CITY:

City of Yankton

Doug Marquardt

By: Amy Leon
Its: City Manager

STATE OF SOUTH DAKOTA)
:SS
COUNTY OF YANKTON)

On this the _____ day of June, 2019, before me, the undersigned officer, personally appeared **Doug Marquardt**, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same for the purposes therein contained.

In witness thereof, I hereunto set my hand and official seal.

(SEAL)

Notary Public
My commission expires:

STATE OF SOUTH DAKOTA)
:SS
COUNTY OF YANKTON)

On the _____ day of _____, 2019, before me, the undersigned officer, personally appeared **Amy Leon**, known to me to be the City Manager for the City of Yankton, a municipal corporation, and in such capacity, and being authorized so to do, executed the foregoing instrument for the purpose therein contained.

IN WITNESS whereof, I hereunto set my hand and official seal.

SEAL

Notary Public, South Dakota
My Commission Expires:_____

Prepared By:

Den Herder Law Office, P.C.
329 Broadway Ave.
Yankton, SD 57078
Telephone: (605) 665-0494

PERMANENT EASEMENT

THIS EASEMENT made this _____ day of June, 2019, by and between the City of Yankton, South Dakota, a Municipal Corporation, hereinafter called the "City," and Ralph J. Marquardt and Lucille M. Marquardt, husband and wife, hereinafter collectively called the "Owner,"

WHEREAS, the City desires to acquire an easement for permanent access and occupation upon land belonging to the Owner for municipal bicycle trail purposes, and the Owner desires to cooperate with the City by providing an easement for said purposes.

NOW THEREFORE, in total consideration for easement and for the construction and maintenance of said improvements by the City, the Owner hereby grants to the City a permanent easement for ingress and egress and for purposes of construction and maintenance of an Eight foot (8') wide paved or hard surface public recreational bicycle trail over and through the following legally described real estate within the City of Yankton, County of Yankton, State of South Dakota:

**The West Twelve Feet (W 12') of Lot Seven (7), Block One (1),
Golf View Estates Subdivision, City and County of Yankton, South
Dakota.**

THE OWNER, its heirs, successors, or his assigns shall not interfere with or disturb the City's bicycle trail improvements within the easement area without prior written approval of the City of Yankton. The City may also construct, maintain, repair, or resurface the bicycle trail over the easement at any time at its discretion.

THE OWNER, agrees that the placement of any structure, fence, sign or other landscaping above or below ground other than lawn grasses within the easement area is strictly prohibited without the prior written approval of the City. Additionally, the City shall have the right at its discretion to remove from the easement area, at its own cost any fences, structures, trees, plants or undergrowth that may interfere with the function of the easement.

THE OWNER grants permission to the City based on construction plans reviewed by the OWNER to enter upon the above described property to commence inspection and construction of the bicycle trail together with all rights of ingress and egress necessary for the full and complete public use and occupation for the purpose of this permanent easement hereby granted. The Owner also grants to the City a temporary construction easement to enter upon an area an additional three feet (3') in width lying immediately east of the above-described easement for purposes of completing the grading and construction of the paved or hard surface bicycle trail. Following completion of construction of the bicycle trail, the City shall replant grass as necessary to return the temporary construction easement area to its original condition prior to the grant of temporary easement. The City also agrees to reimburse the Owner for lawn irrigation piping and sprinkler head repairs resulting from damage proximately caused by construction of the bicycle trail.

THE CITY shall have the obligation to maintain the bicycle trail constructed upon the Owner's property exclusively at the City's expense.

The easement rights granted herein shall run with the land and shall be binding upon all subsequent owners, successors and assigns of the property upon which the easement is located.

IN WITNESS WHEREOF the Parties have executed this Easement on the dates set forth below.

OWNER:

CITY:

Ralph J. Marquardt

City of Yankton

Lucille M. Marquardt

By: Amy Leon
Its: City Manager

STATE OF SOUTH DAKOTA)
 :SS
COUNTY OF YANKTON)

On this the _____ day of June, 2019, before me, the undersigned officer, personally appeared **Ralph J. Marquardt** and **Lucille M. Marquardt**, known to me or satisfactorily proven to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same for the purposes therein contained.

In witness thereof, I hereunto set my hand and official seal.

(SEAL)

Notary Public
My commission expires:

STATE OF SOUTH DAKOTA)
 :SS
COUNTY OF YANKTON)

On the _____ day of _____, 2019, before me, the undersigned officer, personally appeared **Amy Leon**, known to me to be the City Manager for the City of Yankton, a municipal corporation, and in such capacity, and being authorized so to do, executed the foregoing instrument for the purpose therein contained.

IN WITNESS whereof, I hereunto set my hand and official seal.

SEAL

Notary Public, South Dakota
My Commission Expires:_____

Prepared By:

Den Herder Law Office, P.C.
329 Broadway Ave.
Yankton, SD 57078
Telephone: (605) 665-0494

PERMANENT EASEMENT

THIS EASEMENT made this _____ day of June, 2019, by and between the City of Yankton, South Dakota, a Municipal Corporation, hereinafter called the "City," and Warren Renter, of 1301 West 27th Street, Yankton South Dakota, hereinafter the "Owner,"

WHEREAS, the City desires to acquire an easement for permanent access and occupation upon land belonging to the Owner for municipal bicycle trail purposes, and the Owner desires to cooperate with the City by providing an easement for said purposes.

NOW THEREFORE, in total consideration for easement and for the construction and maintenance of said improvements by the City, the Owner hereby grants to the City a permanent easement for ingress and egress and for purposes of construction and maintenance of an Eight foot (8") wide paved or hard surface public recreational bicycle trail over and through the following legally described real estate within the City of Yankton, County of Yankton, State of South Dakota:

**The West Twelve Feet (W 12') of Lot One (1), Block Three (3),
Golf View Estates Subdivision, City and County of Yankton, South
Dakota.**

THE OWNER, its heirs, successors, or his assigns shall not interfere with or disturb the City's bicycle trail improvements within the easement area without prior written approval of the City of Yankton. The City may also construct, maintain, repair, or resurface the bicycle trail over the easement at any time at its discretion.

THE OWNER, agrees that the placement of any structure, fence, sign or other landscaping above or below ground other than lawn grasses within the easement area is strictly prohibited without the prior written approval of the City. Additionally, the City shall have the right at its discretion to remove from the easement area, at its own cost any fences, structures, trees, plants or undergrowth that may interfere with the function of the easement.

THE OWNER grants permission to the City based on construction plans reviewed by the OWNER to enter upon the above described property to commence inspection and construction of the bicycle trail together with all rights of ingress and egress necessary for the full and complete public use and occupation for the purpose of this permanent easement hereby granted. The Owner also grants to the City a temporary construction easement to enter upon an area an additional three feet (3') in width lying immediately east of the above-described easement for purposes of completing the grading and construction of the paved or hard surface bicycle trail. Following completion of construction of the bicycle trail, the City shall replant grass as necessary to return the temporary construction easement area to its original condition prior to the grant of temporary easement. The City also agrees to reimburse the Owner for lawn irrigation piping and sprinkler head repairs resulting from damage proximately caused by construction of the bicycle trail.

THE CITY shall have the obligation to maintain the bicycle trail constructed upon the Owner's property exclusively at the City's expense.

The easement rights granted herein shall run with the land and shall be binding upon all subsequent owners, successors and assigns of the property upon which the easement is located.

IN WITNESS WHEREOF the Parties have executed this Easement on the dates set forth below.

OWNER:

CITY:

City of Yankton

Warren Renter

By: Amy Leon
Its: City Manager

STATE OF SOUTH DAKOTA)
:SS
COUNTY OF YANKTON)

On this the _____ day of June, 2019, before me, the undersigned officer, personally appeared **Warren Renter**, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same for the purposes therein contained.

In witness thereof, I hereunto set my hand and official seal.

(SEAL)

Notary Public
My commission expires:

STATE OF SOUTH DAKOTA)
:SS
COUNTY OF YANKTON)

On the _____ day of _____, 2019, before me, the undersigned officer, personally appeared **Amy Leon**, known to me to be the City Manager for the City of Yankton, a municipal corporation, and in such capacity, and being authorized so to do, executed the foregoing instrument for the purpose therein contained.

IN WITNESS whereof, I hereunto set my hand and official seal.

SEAL

Notary Public, South Dakota
My Commission Expires:_____