



CITY OF YANKTON

2019_08_12

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, August 12, 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 July 22, 2019** **Attachment I-2**
- 3. **Schedule of Bills** **Attachment I-3**
- 4. **City Manager’s Report** **Attachment I-4**
- 5. **Public Appearances**

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. **Work Session**
Setting date of August 26, 2019, at 6:00 pm in Room #114 of the Regional Technical Education Center for the next work session of the Yankton City Commission to discuss Comprehensive Plan Implementation Status Update
- 2. **Possible Quorum Event**
August 16, 2019, for Final Lap at Memorial Pool, no official commission action

3. Peddler's License Application

Consideration of Memorandum #19-169 recommending approval of an application for a Peddler's License for Southwestern Advantage, representative Katlin Karpovski is requesting a license to go house to house selling educational books and materials from August 13 – August 27, 2019.

Attachment II-3

4. Possible Quorum Event

August 30-September 1, 2019, for Welcome to Walnut/Air Show, no official commission action

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. Public hearing for sale of alcoholic beverages

Consideration of Memorandum #19-164 regarding the request for a Special Malt Beverage (on-sale) Retailers License for 1 day, August 17, 2019, from Yankton Rodeo Association (Douglas O Hevle, President), Rodeo Grounds, 404 Paddle Wheel Drive, Yankton, S.D.

Attachment III-1

2. Public hearing for sale of alcoholic beverages

Consideration of Memorandum #19-165 regarding the request for a Special Events Retail (on-sale) Liquor License for 1 day, August 22, 2019, from Ben's Brewing Co. (Ben Hanten, Owner), 222 West 3rd Street, Music at the Meridian, Parking Lot and Green Space Westside of Meridian Bridge & the enclosed area of Levee Street, Yankton, S.D

Attachment III-2

3. Public Hearing – Noxious Weed Ordinance

Consideration of Memorandum #19-151 supporting Ordinance #1023, an ordinance updating Section 24-16

Attachment III-3

4. Public hearing for sale of alcoholic beverages

Consideration of Memorandum #19-170 regarding the request for a Special Events Retail (on-sale) Malt Beverage for 1 day, August 15, 2019, from To Be Free, LLC, RB Beers & Burgers (Courtney Opsahl, President), 2901 Broadway Ave, Yankton, S.D, (Lewis and Clark Theatre), 328 Walnut St, Yankton, SD 57078.

Attachment III-4

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. Fireworks Public Display

Consideration of Memorandum #19-167 regarding Request by the Riverboat Days Committee for a Fireworks Public Display on August 17, 2019.

Attachment IV-1

2. **Rejection of Bids for Relocation of Hangars at Chan Gurney Municipal Airport**

Consideration of Memorandum #19-168 regarding Reject Bids for Relocation of Hangars Project AIP #3-46-0062-029-2019 and acquire the private interest in hangars based on the predetermined appraised value.

Attachment IV-2

3. **Establish Road Tax Rate for 2019**

Consideration of Memorandum #19-172 in support of Resolution #19-36 setting the 2019 Yankton Road Tax Rate

Attachment IV-3

4. **Resolution – Sales Tax Revenue Refunding Bonds**

Consideration of Memorandum #19-171 regarding Supporting Resolution #19-35, Authorizing the Issuance of Sales Tax Revenue Refunding Bonds, Series 2019, Refunding the 2011 Sales Tax Revenue Bonds

Attachment IV-4

5. **Special Events Parking –Walk a Mile & Family Fun Day**

Consideration of Memorandum #19-175 and Resolution #19-37 regarding request by River City Domestic Violence Center and River City Family Connections for Special Events Parking Ordinance #933 to be in place on August 24, 2019

Attachment IV-5

6. **Bid Award – Pearl Street Water Main**

Consideration of Memorandum #19-176 regarding Bid Award for Pearl Street Water Main from 2nd Street to 3rd Street

Attachment IV-6

7. **Change Order and Close-out of 8th Street Project**

Consideration of Memorandum #19-173 regarding Change Order Number 1, Final Project Acceptance and Final Payment for the 8th Street Project

Attachment IV-7

8. **Agreement – SDDOT & City of Yankton Cedar Street Bridge Funding**

Consideration of Memorandum #19-177 regarding Agreement with South Dakota Department of Transportation and the City of Yankton for Cedar Street Bridge funding

Attachment IV-8

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 CONTRACTUAL, LITIGATION AND PERSONNEL 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 AUGUST 12, 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
July 22nd, 2019**

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

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

Action 19-186

Moved by Commissioner Webber, seconded by Commissioner Miner, to approve the Minutes of Regular Meeting of July 8th, 2019.

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

Motion adopted.

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.

Action 19-187

Moved by Commissioner Moser, seconded by Commissioner Ferdig, that the following items on the Consent Agenda be approved.

1. Peddler’s License Application

Consideration of Memorandum 19-153 recommending approval of an application for a Peddler’s License for Southwestern Advantage, representative Jurgen Vahter is requesting a license to go house to house selling educational books and materials from July 23 – August 23, 2019.

2. Transient Merchant License

Consideration of Memorandum #19-158 recommending approval of the application from Scott Luken Sculptures, Transient Merchant License from August 15, 2019 – September 15, 2019.

3. Establish public hearing for sale of alcoholic beverages

Establish August 12, 2019, as the date for the public hearing on the request for a Special Malt Beverage (on-sale) Retailers License for 1 day, August 17, 2019, from Yankton Rodeo Association (Douglas O Hevle, President), Rodeo Grounds, 404 Paddle Wheel Drive, Yankton, S.D.

4. Establish public hearing for sale of alcoholic beverages

Establish August 12, 2019, as the date for the public hearing on the request for a Special Events Retail (on-sale) Liquor License for 1 day, August 22, 2019, from Ben’s Brewing Co. (Ben Hanten, Owner), 222 West 3rd Street, Music at the Meridian, Parking Lot and Green Space Westside of Meridian Bridge & the enclosed area of Levee Street, Yankton, S.D

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

Motion adopted.

Action 19-188

Moved by Commissioner Miner, seconded by Commissioner Webber, to adopt Resolution 19-30. (Memorandum 19-154)

RESOLUTION 19-30

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, Yankton Parks, Recreation & City Events has made a request to enact this no parking zone for their event on August 30, 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 2nd to 3rd Street, to be in effect on August 30, 2019 from 1:00 PM to 10:00 PM.

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

Action 19-189

Moved by Commissioner Webber, seconded by Commissioner Miner, to adopt Resolution 19-33. (Memorandum 19-163) Toby Morris, Senior Vice President with Dougherty Co., was present to answer questions and explain the bond issuance.

RESOLUTION 19-33

Authorizing The Construction And Equipping Of A New Aquatics Center At Fantle Memorial Park Pursuant To A Lease Agreement; Approving The Execution Of An Irrevocable Declaration Of Trust By Trustee; Providing For The Execution, Sale And Delivery Of Not To Exceed \$14,000,000 Aggregate Original Amount Of Certificates Of Participation In The Lease Agreement Pursuant To A Certificate Purchase Agreement And The Application Of The Proceeds Thereof To Construct And Equip A New Aquatics Center At Fantle Memorial Park And Approving And Authorizing A Ground Lease To The Trustee; And Authorizing And Approving Other Actions And Agreements Necessary To Consummate The Contemplated Improvement And Financing

WHEREAS, the City of Yankton (the “City”) is a duly organized South Dakota municipality; and
WHEREAS, the City has the power pursuant to SDCL Chapter 9-12 and Section 9-21-18.1 to lease and lease-purchase real and personal property; and

WHEREAS, it is the opinion of the City Commission that the City would be best served by entering into a Ground Lease and Lease Agreement; and

WHEREAS, it is declared necessary that a Declaration of Trust (the “Declaration of Trust”) be executed by the Trustee (the “Trustee”) for the purpose of financing the construction of a new aquatics center at Fantle Memorial Park.

WHEREAS, the City desires to the construct a new aquatics center at Fantle Memorial Park and for such purpose intends to enter into a Ground Lease with the City as lessor and the Trustee as lessee (the “Ground Lease”), Lease Agreement with the Trustee as lessor and the City as lessee (“the Lease Agreement”) and Certificates of Participation, Series 2019 (the “Certificates”) payable as to principal in the aggregate original amount not to exceed \$14,000,000 evidencing proportionate interests of the owners in the Lease Agreement;

WHEREAS, the proceeds of the Certificates will be used to fund the construction and equipping of the new aquatics center; and

WHEREAS, 66% of the City voters have voted to opt out of the tax limitation measure currently in statute up to \$884,043.00 annually starting with calendar year 2019 taxes payable in the calendar year 2020. This opt out will be for no more than twenty (20) years, which will be through taxes payable in the calendar year 2039 the taxes to pay for annual lease payments.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF YANKTON as follows:

Definitions. In addition to the words and terms elsewhere defined in this Resolution, the following words and terms as used herein, whether or not the words have initial capitals, shall have the following meanings, unless the context or use indicates another or different meaning or intent, and such definitions shall be equally applicable to both the singular and plural forms of any of the words and terms herein defined:

“Act” SDCL Chapter 9-12 and Section 9-21-18.1.

“Authorized Officer” means the Mayor, Finance Manager, or, in the case of any act to be performed or duty to be discharged, any other member, officer, or employee of the City then authorized to perform such act or discharge such duty.

“Bond Counsel/Certificate Counsel” means Meierhenry Sargent LLP, a firm of attorneys recognized as having experience in matters relating to the issuance of state or local governmental obligations.

“Certificate Purchase Agreement” means the Certificate Purchase Agreement authorized pursuant to and described in Section 12 hereof by and between the City and the Underwriter.

“Certificates” means the Certificates of Participation in the Lease Agreement.

“City” means the City of Yankton, South Dakota.

“Declaration of Trust” means the trust agreement entered into by the Trustee and the City.

“Ground Lease” means the ground lease agreement between the City, as lessor, and the Trustee, as lessee, and any amendment thereof or supplement thereto.

“Improvements” mean the new aquatics center at Fantle Memorial Park, including equipment and furnishings thereof.

“Lease Agreement” means the lease purchase agreement between the Trustee, as lessor, and the City, as lessee, and any amendment thereof or supplement thereto.

“Property” means the real property upon which the Improvements will be made located at 2020 Douglas Avenue and legal described as the North West Quarter (NW¼) of the South East Quarter (SE¼) of the North West Quarter (NW¼), Section Seven (S7), Township ninety-three North (T93N), Range fifty-five West (55W) of the fifth Principal Meridian, City of Yankton, Yankton County, South Dakota.

“Opt-Out Taxes” means the \$884,043 of annual taxes collected in 2019 through 2039.

“Rating Agency” means one or more of the following rating agencies: S&P Global Ratings, Moody's Investors Service Inc. and Fitch IBCA, Inc. Declaration of Necessity and Approval of Improvements. The governing body of the City in accordance with the Act does hereby declare a necessity to enter into the Ground Lease, Lease Agreement and Trust Indenture; and approves the construction of the Improvements.

“Underwriter” means Dougherty & Company, Inc., Pierre, South Dakota acting for and on behalf of itself and such securities dealers as it may designate.

Authorization and Approval of Transactions. Subject to the terms and conditions set forth herein, the City hereby (i) authorizes the lease of the Property to the Trustee for a period not to exceed 30 years pursuant to the Ground Lease, (ii) authorizes the lease of the Property from the Trustee pursuant to the Lease Agreement on an annual appropriation basis for an initial lease term and renewal terms not to exceed in the aggregate 20 years, (iii) approves the Trustee's execution of the Declaration of Trust, (iv) approves the Trustee's execution and delivery of the Certificates, payable as to principal in an aggregate original amount not exceeding \$14,000,000 pursuant to the Declaration of Trust and a Certificate Purchase Agreement between the City and the Underwriter (the “Certificate Purchase Agreement”) and the use of the proceeds thereof to finance the construction and equipping of the Improvements, and to pay the expenses incurred in connection with the execution and delivery of the Certificates.

Approval of Documents and Legal Description. The Authorized Officers of the City are hereby authorized and empowered for and on behalf of the City to approve and execute (i) the Declaration of Trust, (ii) the Ground Lease, (iii) the Lease Agreement, (iv) the Certificate Purchase Agreement, and (v) a Continuing Disclosure Certificate in substantially the respective forms to be filed with the Finance Officer and open to public inspection during regular business hours. The Authorized Officers are authorized and directed to approve the entire legal description or a partial legal description of the Property to be included in the Ground Lease and Lease Agreement.

Certificates of Participation. The Certificates shall be executed and delivered in fully-registered form, shall be dated and numbered, shall be payable as to principal in \$5,000 denominations and integral multiples thereof and in such amounts (not exceeding in the aggregate \$14,000,000) and on such dates (not later than thirty (30) years), shall be payable as to interest at such rate or rates to be negotiated by the Authorized Officer and shall be subject to prepayment upon such terms and conditions, in such amounts and on such dates as may be specified in the Declaration of Trust and in the executed Certificate Purchase Agreement. The Authorized Officers are hereby authorized and empowered for and on behalf of the City to approve the Certificate Purchase Agreement, his or her execution and delivery thereof to evidence conclusively the City's approval thereof.

Annual Appropriation. The Lease Agreement is an annual appropriation lease subject to an annual appropriation by the City for each fiscal year.

Annual Payment. Upon each annual appropriation, the City covenants that if at any time the Opt-Out Taxes are insufficient to make the annual Lease Payment, that it shall inter-fund transfer or loan amounts sufficient to make the annual Lease payment under the Lease Agreement.

Segregation of Opt-out Taxes. The City does hereby segregate the Opt-Out Taxes from other funds of the City and shall use the Opt-Out Taxes solely for the annually appropriated lease payments due under the Lease Agreement.

Bond Counsel. The Authorized Officers are authorized to retain the Bond Counsel upon such terms as they approve.

Rating Agency. The Authorized Officers are authorized to retain the Rating Agency upon such terms as they approve.

Trustee. The Authorized Officers are authorized to retain the Trustee upon such terms as they approve.

Underwriter. The Authorized Officers are authorized to retain the Underwriter upon such terms as they approve.

Certificate Purchase Agreement. The Certificates shall be sold to the Underwriter at a price to be set forth in the Certificate Purchase Agreement. The Authorized Officers in consultation with the Placement Agent, are authorized to make such changes in the structuring of the terms and sale of the Certificates as they shall deem necessary. In this regard, they, or either of them, in consultation with the Underwriter, are authorized to cause to be sold an aggregate principal amount of the Certificates less than that authorized herein, to sell any or all of the Certificates as term Certificates with annual mandatory redemption requirements which will produce substantially the same annual principal reductions as authorized herein, to change the dated date of the, and to adjust principal and interest payment dates and redemption dates of the Certificates. The form of the Certificate shall be conformed to reflect any changes, if any, as hereinbefore mentioned. The Mayor is hereby authorized to execute and the Finance Officer is authorized to attest the Certificate Purchase Agreement with the Underwriter providing for the purchase and sale of the Certificates. The Certificate Purchase Agreement shall be in form and content acceptable to the Mayor and the execution thereof by either of them to constitute conclusive evidence thereof; provided the Certificate Purchase Agreement effects the sale of the Certificates in accordance with the provisions of this Resolution, and is not inconsistent with the terms hereof. The Mayor and Finance Officer are authorized to cause the Certificates to be authenticated and delivered by the Trustee to the Underwriter and to execute, publish, and deliver all certificates and documents, including the Official Statement, and closing certificates and documents, as they shall deem necessary in connection with the sale and delivery of the Certificates.

Official Statement. The Authorized Officers and the Underwriter are hereby authorized and directed to provide for the preparation and distribution of a Preliminary Official Statement describing the Certificates (the "Preliminary Official Statement"). After the Certificates have been sold, the Authorized Officers shall make such completions, omissions, insertions and changes in the Preliminary Official Statement not inconsistent with this Resolution as are necessary or desirable to complete it as a

final Official Statement for purposes of Rule 15c2-12(e)(3) of the Securities and Exchange Commission.

To comply with paragraph (b) (3) of Rule 15c2 12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934 (the "Rule") and with Rule G 32 and all other applicable rules of the Municipal Securities Rulemaking Board, the City agrees to deliver to the Underwriter, the Official Statement (which shall be a final official statement, as such term is defined in the Rule, as of its date) in an electronic format as prescribed by the MSRB.

Tax Matters. The City covenants and agrees with the registered owners from time to time of the Certificates that it will not take or permit to be taken by any of its officers, employees or agents any action which would cause the interest component or interest on the Lease Agreement and Certificates to become includable in gross income for federal income tax purposes under the Code and applicable Treasury Regulations (the "Regulations"), and covenants to take any and all actions within its powers to ensure that the basic interest on the Certificates will not become includable in gross income for federal income tax purposes under the Code and the Regulations.

The Authorized Officers charged with the responsibility for issuing the Certificates pursuant to this Resolution are hereby authorized and directed to execute and deliver to the Underwriter thereof a certificate in accordance with the provisions of Section 148 of the Code, and Section 1.148-2(b) of the Regulations, stating that on the basis of facts, estimates and circumstances in existence on the date of issue and delivery of the Certificates, it is reasonably expected that the proceeds of the Certificates will be used in a manner that would not cause the Certificates to be "arbitrage bonds" within the meaning of Section 148 of the Code and the Regulations.

Miscellaneous. Each Authorized Officer and any other agent or employee of the City is hereby authorized and empowered to take such other actions and execute and deliver such other instruments and agreements, including appropriate tax certifications and other closing certificates, as may be necessary or appropriate for the purposes of consummating the transactions contemplated herein, the necessity therefor and the appropriateness thereof to be evidenced conclusively by any such Authorized Officer's taking any such action or executing and delivering any such instrument, agreement or certificate and all actions taken heretofore and hereafter pursuant to the authority hereof are hereby authorized, ratified and approved for and as the actions of the City.

Invalidity. If any one or more of the provisions of this Resolution, or of any exhibit or attachment thereto, shall be held invalid, illegal, or unenforceable in any respect, by final decree of any court of lawful jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, or of any exhibit or attachment thereto, but this Resolution, and the exhibits and attachments thereto, shall be construed the same as if such invalid, illegal, or unenforceable provision had never been contained herein, or therein, as the case may be.

Continuing Disclosure. The City hereby covenants and agrees that it will provide financial information and material event notices as required by Rule 15c2-12 of the Securities Exchange Commission for the Certificates. The Mayor is authorized to execute at the Closing of the sale of the Certificates, an agreement for the benefit of and enforceable by the owners of the Certificates specifying the details of the financial information and material event notices to be provided and its obligations relating thereto. Failure of the City to comply with the undertaking herein described and to be detailed in said closing agreement, shall not be a default hereunder, but any such failure shall entitle the owner or owners of any of the Certificates to take such actions and to initiate such proceedings as

shall be necessary and appropriate to cause the City to comply with its undertaking as set forth herein and in said agreement, including the remedies of mandamus and specific performance.

Post Issuance Compliance. The City does hereby adopt Meier Henry Sargent Post-Issuance Compliance Policy and Tax-Advantaged Obligations and Continuing Disclosure with regard to the Certificates attached hereto. The City appoints the Finance Manager as the chief compliance officer.

Conflicting Resolutions Repealed. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed.

Post-Issuance Compliance Policy for Tax-Exempt and Tax-Advantaged Obligations and Continuing Disclosure

Definitions

“Compliance Officer” means the Finance Manager of the Issuer.

“Issuer” means the City of Yankton.

Statement of Purpose

This Post-Issuance Compliance Policy (the “Policy”) sets forth specific policies of the Issuer designed to monitor post-issuance compliance:

- (i) with applicable provisions of the Internal Revenue Code of 1986, as amended (the “Code”), and regulations promulgated thereunder (“Treasury Regulations”) for obligations issued by the Issuer on tax-exempt or tax-advantaged basis (“Obligations”); and
- (ii) with applicable requirements set forth in certificates and agreement(s) (“Continuing Disclosure Agreements”) providing for ongoing disclosure in connection with the offering of obligations to investors (“Offerings”), for obligations (whether or not tax-exempt I tax-advantaged) subject to the continuing disclosure requirements of Rule 15c2-12(b)(5) (the “Rule”) promulgated by the Securities and Exchange Commission (“SEC”) under the Securities Exchange Act of 1934.

This Policy documents practices and describes various procedures and systems designed to identify on a timely basis facts relevant to demonstrating compliance with the requirements that must be satisfied subsequent to the issuance of Obligations in order that the interest on such Obligations continue to be eligible to be excluded from gross income for federal income tax purposes or that the Obligations continue to receive tax-advantaged treatment. The federal tax law requirements applicable to each particular issue of Obligations will be detailed in the arbitrage or tax certificate prepared by bond counsel and signed by officials of the Issuer and the post-closing compliance checklist provided by bond counsel with respect to that issue. This Policy establishes a permanent, ongoing structure of practices and procedures that will facilitate compliance with the requirements for individual borrowings.

This Policy similarly documents practices and describes various procedures and systems designed to ensure compliance with Continuing Disclosure Agreements, by preparing and disseminated related reports and information and reporting “material events” for the benefit of the holders of the

Issuer's obligations and to assist the Participating Underwriters (within the meaning of the Rule) in complying with the Rule.

The Issuer recognizes that compliance with pertinent law is an on-going process, necessary during the entire term of the obligations, and is an integral component of the Issuer's debt management. Accordingly, the analysis of those facts and implementation of the Policy will require on-going monitoring and consultation with bond counsel and the Issuer's accountants and advisors.

General Policies and Procedures

The following policies relate to procedures and systems for monitoring post-issuance compliance generally.

- A. The Compliance Officer shall be responsible for monitoring post-issuance compliance issues.
- B. The Compliance Officer will coordinate procedures for record retention and review of such records.
- C. All documents and other records relating to Obligations issued by the Issuer shall be maintained by or at the direction of the Compliance Officer. In maintaining such documents and records, the Compliance Officer will comply with applicable Internal Revenue Service ("IRS") requirements, such as those contained in Revenue Procedure 97-22.
- D. The Compliance Officer shall be aware of options for voluntary corrections for failure to comply with post-issuance compliance requirements (such as remedial actions under Section 1.141-12 of the Regulations and the Treasury's Tax-Exempt Bonds Voluntary Closing Agreement Program) and take such corrective action when necessary and appropriate.
- E. The Compliance Officer will review post-issuance compliance procedures and systems on a periodic basis, but not less than annually.

Issuance of Obligations - Documents and Records

With respect to each issue of Obligations, the Compliance Officer will:

- A. Obtain and store a closing binder and/or CD or other electronic copy of the relevant and customary transaction documents (the "Transcript").
- B. Confirm that bond counsel has filed the applicable information report (e.g., Form 8038, Form 8038-G, Form 8038-CP) for such issue with the IRS on a timely basis.
- C. Coordinate receipt and retention of relevant books and records with respect to the investment and expenditure of the proceeds of such Obligations with other applicable staff members of the Issuer.

Arbitrage

The following policies relate to the monitoring and calculating of arbitrage and compliance with specific arbitrage rules and regulations.

The Compliance Officer will:

- A. Confirm that a certification of the initial offering prices of the Obligations with such supporting data, if any, required by bond counsel, is included in the Transcript.
- B. Confirm that a computation of the yield on such issue from the Issuer's financial advisor or bond counsel (or an outside arbitrage rebate specialist) is contained in the Transcript.
- C. Maintain a system for tracking investment earnings on the proceeds of the Obligations.
- D. Coordinate the tracking of expenditures, including the expenditure of any investment earnings. If the project(s) to be financed with the proceeds of the Obligations will be funded with multiple sources of funds, confirm that the Issuer has adopted an accounting methodology that maintains each source of financing separately and monitors the actual expenditure of proceeds of the Obligations.
- E. Maintain a procedure for the allocation of proceeds of the issue and investment earnings to expenditures, including the reimbursement of pre-issuance expenditures. This procedure shall include an examination of the expenditures made with proceeds of the Obligations within 18 months after each project financed by the Obligations is placed in service and, if necessary, a reallocation of expenditures in accordance with Section 1.148-6(d) of the Treasury Regulations.
- F. Monitor compliance with the applicable "temporary period" (as defined in the Code and Treasury Regulations) exceptions for the expenditure of proceeds of the issue, and provide for yield restriction on the investment of such proceeds if such exceptions are not satisfied.
- G. Ensure that investments acquired with proceeds of such issue are purchased at fair market value. In determining whether an investment is purchased at fair market value, any applicable Treasury Regulation safe harbor may be used.
- H. Avoid formal or informal creation of funds reasonably expected to be used to pay debt service on such issue without determining in advance whether such funds must be invested at a restricted yield.
- I. Consult with bond counsel prior to engaging in any post-issuance credit enhancement transactions or investments in guaranteed investment contracts.
- J. Identify situations in which compliance with applicable yield restrictions depends upon later investments and monitor implementation of any such restrictions.
- K. Monitor compliance with six-month, 18-month or 2-year spending exceptions to the rebate requirement, as applicable.

- L. Procure a timely computation of any rebate liability and, if rebate is due, to file a Form 8038-T and to arrange for payment of such rebate liability.
- M. Arrange for timely computation and payment of “yield reduction payments” (as such term is defined in the Code and Treasury Regulations), if applicable.

Private Activity Concerns

The following polices relate to the monitoring and tracking of private uses and private payments with respect to facilities financed with the Obligations.

The Compliance Officer will:

- A. Maintain records determining and tracking facilities financed with specific Obligations and the amount of proceeds spent on each facility.
- B. Maintain records, which should be consistent with those used for arbitrage purposes, to allocate the proceeds of an issue and investment earnings to expenditures, including the reimbursement of pre-issuance expenditures.
- C. Maintain records allocating to a project financed with Obligations any funds from other sources that will be used for otherwise non-qualifying costs.
- D. Monitor the expenditure of proceeds of an issue and investment earnings for qualifying costs.
- E. Monitor private use of financed facilities to ensure compliance with applicable limitations on such use. Examples of potential private use include:
 - 1. Sale of the facilities, including sale of capacity rights;
 - 2. Lease or sub-lease of the facilities (including leases, easements or use arrangements for areas outside the four walls, e.g., hosting of cell phone towers) or leasehold improvement contracts;
 - 3. Management contracts (in which the Issuer authorizes a third party to operate a facility, e.g., cafeteria) and research contracts;
 - 4. Preference arrangements (in which the Issuer permits a third party preference, such as parking in a public parking lot);
 - 5. Joint-ventures, limited liability companies or partnership arrangements;
 - 6. Output contracts or other contracts for use of utility facilities (including contracts with large utility users);
 - 7. Development agreements which provide for guaranteed payments or property values from a developer;

8. Grants or loans made to private entities, including special assessment agreements; and
9. Naming rights arrangements.

Monitoring of private use should include the following:

1. Procedures to review the amount of existing private use on a periodic basis; and
2. Procedures for identifying in advance any new sale, lease or license, management contract, sponsored research arrangement, output or utility contract, development agreement or other arrangement involving private use of financed facilities and for obtaining copies of any sale agreement, lease, license, management contract, research arrangement or other arrangement for review by bond counsel.

If the Compliance Officer identifies private use of facilities financed with tax-exempt or tax-advantaged debt, the Compliance Officer will consult with the Issuer's bond counsel to determine whether private use will adversely affect the tax status of the issue and if so, what remedial action is appropriate. The Compliance Officer should retain all documents related to any of the above potential private uses.

Qualified Tax-Exempt Obligations

If the Issuer issues qualified tax-exempt obligations in any year, the Compliance Officer shall monitor all tax-exempt financings (including lease purchase arrangements and other similar financing arrangements and conduit financings on behalf of 501(c)(3) organizations) to assure that the \$10,000,000 "Small Issuer" limit is not exceeded.

Federal Subsidy Payments

The Compliance Officer shall be responsible for the calculation of the amount of any federal subsidy payments and the timely preparation and submission of the applicable tax form and application for federal subsidy payments for tax-advantaged obligations such as Build America Bonds, New Clean Renewable Energy Bonds and Qualified School Construction Bonds.

Reissuance

The following policies relate to compliance with rules and regulations regarding the reissuance of Obligations for federal law purposes.

The Compliance Officer will identify and consult with bond counsel regarding any post-issuance change to any terms of an issue of Obligations which could potentially be treated as a reissuance for federal tax purposes.

Record Retention

The following policies relate to retention of records relating to the Obligations issued. The Compliance Officer will:

- A. Coordinate with staff regarding the records to be maintained by the Issuer to establish and ensure that an issue remains in compliance with applicable federal tax requirements for the life of such issue.
- B. Coordinate with staff to comply with provisions imposing specific recordkeeping requirements and cause compliance with such provisions, where applicable.
- C. Coordinate with staff to generally maintain the following:
 - 1. The Transcript relating to the transaction (including any arbitrage or other tax certificate and the bond counsel opinion);
 - 2. Documentation evidencing expenditure of proceeds of the issue;
 - 3. Documentation regarding the types of facilities financed with the proceeds of an issue, including, but not limited to, whether such facilities are land, buildings or equipment, economic life calculations and information regarding depreciation.
 - 4. Documentation evidencing use of financed property by public and private entities (e.g., copies of leases, management contracts, utility user agreements, developer agreements and research agreements);
 - 5. Documentation evidencing all sources of payment or security for the issue; and
 - 6. Documentation pertaining to any investment of proceeds of the issue (including the purchase and sale of securities, SLGs subscriptions, yield calculations for each class of investments, actual investment income received by the investment of proceeds, guaranteed investment contracts, and rebate calculations).
- D. Coordinate the retention of all records in a manner that ensures their complete access to the IRS.
- E. Keep all material records for so long as the issue is outstanding (including any refunding), plus seven years.

Continuing Disclosure

Under the provisions of SEC Rule 15c2-12 (the “Rule”), Participating Underwriters (as defined in the Rule) are required to determine that issuers (such as the Issuer) have entered into written Continuing Disclosure Agreements to make ongoing disclosure in connection with Offerings subject to the Rule. Unless the Issuer is exempt from compliance with the Rule or the continuing disclosure provisions of the Rule as a result of certain permitted exemptions, the Transcript for each issue of related obligations will include a Continuing Disclosure Agreement executed by the Issuer.

In order to monitor compliance by the Issuer with its Continuing Disclosure Agreements, the Compliance Officer will, if and as required by such Continuing Disclosure Agreements:

- A. Assist in the preparation or review of annual reports ("Annual Reports") in the form required by the related Continuing Disclosure Agreements.
- B. Maintain a calendar, with appropriate reminder notifications, listing the filing due dates relating to dissemination of Annual Reports, which annual due date is generally expressed as a date within a certain number of days (e.g., 365 days) following the end of the Issuer's fiscal year (the "Annual Report Due Date"), as provided in the related Continuing Disclosure Agreements.
- C. Ensure timely dissemination of the Annual Report by the Annual Report Due Date, in the format and manner provided in the related Continuing Disclosure Agreements, which may include transmitting such filing to the Municipal Securities Rulemaking Board ("MSRB") through the Electronic Municipal Market Access ("EMMA") System at www.emma.msrb.org in the format prescribed by the MSRB.
- D. Monitor the occurrence of any "Material Event" (as defined in the Continuing Disclosure Agreements) and timely file notice of the occurrence of any such Material Event in the manner provided under the Continuing Disclosure Agreements. To be timely filed, such notice must have transmitted within 10 days (or such other time period as set forth in the Continuing Disclosure Agreements) of the occurrence of such Material Event.
- E. Ensure timely dissemination of notice of any failure to perform under a Continuing Disclosure Agreement, if and as required by the Continuing Disclosure Agreement.
- F. Respond to requests, or ensure that the Issuer Contact (as defined in the Continuing Disclosure Agreement) responds to requests, for information under the Rule, as provided in the Continuing Disclosure Agreements.
- G. Monitor the performance of any dissemination agent(s) engaged by the Issuer to assist in the performance of any obligation under the Continuing Disclosure Agreements.

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

Action 19-190

Moved by Commissioner Schramm, seconded by Commissioner Moser, to approve the naming recommendation for the Walnut Street Fire Feature provided by the Naming Rights Committee. (Memorandum 19-152)

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

Action 19-191

Moved by Commissioner Webber, seconded by Commissioner Ferdig, to approve Resolution 19-32. (Memorandum 19-161)

RESOLUTION 19-32

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, the Riverboat Days committee has made a request to enact this no parking zone for their event on August 16-18, 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 Levee Street from Douglas to Pearl, Mulberry Street from Levee to 2nd Street and Pearl Street from Levee to 2nd Street, as well as the designated parking lots from August 16, 2019 through August 18, 2019.

Roll Call: All Commissioners voting “Aye” were Ferdig, Miner, Moser, Schramm, Webber and Mayor Johnson; voting “Nay:” None. Abstain: Commissioner Hoffner.
Motion adopted.

Commissioner Webber introduced and Mayor Johnson read the title of Ordinance No. 1023, AN ORDINANCE AMENDING THE DEFINITION OF NOXIOUS, AND DANGEROUS AND UNHEALTHFUL VEGETATION, and set the date of the second reading and public hearing as August 12th, 2019.

Action 19-192

Moved by Commissioner Miner, seconded by Commissioner Schramm, to approve the Sidewalk Cafe Permit Application for 300 West 3rd Street doing business as Abe’s Coffee House.
(Memorandum 19-157)

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

Action 19-193

Moved by Commissioner Moser, seconded by Commissioner Ferdig, to approve Resolution 19-31.
(Memorandum 19-155)

RESOLUTION 19-31

WHEREAS, it appears from an examination of the plat of Lots 46 and 58, Crestview Homes Subdivision, in the NE 1/4 of Section 21, T93N, R56W of the 5th P.M., Yankton County, South Dakota prepared by John L. Brandt, a registered land surveyor in the state of South Dakota, and

WHEREAS, such plat has been prepared according to law and is consistent with the City’s overall Comprehensive Development Plan.

NOW, THEREFORE BE IT RESOLVED by the Board of City Commissioners of the City of Yankton, South Dakota, that the plat for the above described property is hereby approved.

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

Action 19-194

Moved by Commissioner Ferdig, seconded by Commissioner Miner, to approve the request for a public firework display hosted by Yankton Air Show on August 30, 2019 through September 1, 2019. (Memorandum 19-160)

Roll Call: All Commissioners voting “Aye” were Ferdig, Miner, Moser, Schramm, Webber and Mayor Johnson; voting “Nay:” None. Abstain: Commissioner Hoffner.
Motion adopted.

Action 19-195

Moved by Commissioner Miner, seconded by Commissioner Webber, to approve the City Manager to execute a Municipal Bicycle Trail Easement on private property in Lot 1, Block One, Golf View Estates Subdivision. (Memorandum 19-159)

Roll Call: All Commissioners voting “Aye” were Ferdig, Hoffner, Miner, Schramm, Webber and Mayor Johnson; voting “Nay:” None. Abstain: Commissioner Moser.
Motion adopted.

Action 19-196

Moved by Commissioner Ferdig, seconded by Commissioner Moser, to approve the Memorandum of Understanding between the City of Yankton and the Yankton Youth Soccer Association (YYSA) and authorize the City Manager to execute transaction documents associated with accepting the described property. (Memorandum 19-156) Wes Chambers, President of YYSA, was present and expressed gratitude toward the 4030 Foundation and encouraged the City Commission to support this action. Carol Ebel, former YYSA Board Member, also thanked all involved and encouraged Commission support. A number of YYSA Board Members, Coaches, Parents and Youth Soccer Players were also in attendance.

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

Action 19-197

Moved by Commissioner Moser, seconded by Commissioner Hoffner, to approve Resolution 19-34. (Memorandum 19-162)

RESOLUTION 19-34

Radio Proposal Contract

WHEREAS, the City of Yankton has identified the need to upgrade the 911 radio and consoles and construct a new P-25 radio site and associated improvements, and

WHEREAS, the City of Yankton proposes contract with RACOM Inc. to provide radio services to assist with said project, then

NOW, THEREFORE BE IT RESOLVED, that the Yankton City Commission duly authorizes the execution of the contract with RACOM for radio services, and

BE IT FURTHER RESOLVED, that the City Manager be authorized to execute the contract documents for the proposed radio services.

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

Action 19-198

Moved by Commissioner Miner, seconded by Commissioner Webber, to adjourn at 7:55 p.m.

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

Nathan V Johnson
Mayor

ATTEST:

Al Viereck
Finance Officer

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
ACADEMY OF DANCE INC	SUMMER PROGRAM	768.00	PROFESSIONAL SERVICES	203.203.202		7.25.19	020463	P	174	00134
ALLEGIANT EMERGENCY SVS	SCBA MASKS	1,916.00	EQUIPMENT	101.114.350		189673	014874	P	174	00144
AMERICAN WATER WORK ASSN	MEMBERSHIP DUES	50.00	MEMBERSHIP DUES	601.601.261		7.9.19	014744	P	156	00004
AMG OCCUPATIONAL MEDICIN	DOT CDL TESTING	63.00	PROFESSIONAL SERVICES	601.601.202		57000-57487	020580	P	174	00146
AUTO VALUE PARTS STORE	FILTERS	43.70	GARAGE PARTS	801.801.249		449025656	078609	P	174	00138
	AIR FILTERS	139.98	GARAGE PARTS	801.801.249		449025671	078670	P	156	00006
	AIR FILTERS	45.62	GARAGE PARTS	801.801.249		449025715	078671	P	156	00005
	FILTERS	155.81	GARAGE PARTS	801.801.249		449025781	078657	P	174	00141
	FILTERS	155.74	GARAGE PARTS	801.801.249		449025900	078672	P	174	00137
	FILTERS	34.05	GARAGE PARTS	801.801.249		449025934	078660	P	174	00135
	FUEL FILTER	2.20	GARAGE PARTS	801.801.249		449026196	078674	P	186	00002
	DISCS	63.15	GARAGE PARTS	801.801.249		449026219	078610	P	174	00143
	HOSE REPAIRS	10.46	REP. & MAINT. - EQUIPMEN	801.801.221		449026294	078611	P	174	00142
	FILTERS	44.57	GARAGE PARTS	801.801.249		449026302/358	078612	P	174	00140
	FILTERS	201.85	GARAGE PARTS	801.801.249		449026316	078681	P	174	00136
	FILTERS	130.90	GARAGE PARTS	801.801.249		449026537	078682	P	174	00139
	SPARK PLUGS	3.90	GARAGE PARTS	801.801.249		449026562	078675	P	186	00001
		1,031.93	*VENDOR TOTAL							
AVENU INSIGHTS & ANALYTI	MAINT PROGRAM SUPPORT	1,190.66	PROFESSIONAL SERVICES -	101.104.202		004347	003925	P	156	00090
	MAINT PROGRAM SUPPORT	284.55	PROFESSIONAL SERVICES	601.601.202		004347	003925	P	156	00091
	MAINT PROGRAM SUPPORT	320.11	PROFESSIONAL SERVICES	611.611.202		004347	003925	P	156	00092
	MAINT PROGRAM SUPPORT	106.70	PROFESSIONAL SERVICES	631.631.202		004347	003925	P	156	00093
		1,902.02	*VENDOR TOTAL							
AVERA HEALTH PLANS	FLEX SPENDING FEES	9.70	PROFESSIONAL SERVICES -	101.104.202		20078-IN	005311	P	156	00096
	FLEX SPENDING FEES	4.85	PROFESSIONAL SERVICES	101.105.202		20078-IN	005311	P	156	00097
	FLEX SPENDING FEES	4.85	PROFESSIONAL SERVICES	101.111.202		20078-IN	005311	P	156	00098
	FLEX SPENDING FEES	4.85	PROFESSIONAL SERVICES	101.123.202		20078-IN	005311	P	156	00099
	FLEX SPENDING FEES	4.85	PROFESSIONAL SERVICES	101.142.202		20078-IN	005311	P	156	00100
	FLEX SPENDING FEES	4.85	PROFESSIONAL SERVICES	201.201.202		20078-IN	005311	P	156	00101
	FLEX SPENDING FEES	4.85	PROFESSIONAL SERVICES	203.203.202		20078-IN	005311	P	156	00102
		38.80	*VENDOR TOTAL							
AVERA SACRED HEART HOSPI	DOT CDL TESTING	62.00	PROFESSIONAL SERVICES	601.601.202		6.30.19	020581	P	174	00145
BAILEY/AMY	MURAL DESIGN	400.00	SPECIAL EVENTS - ACTIVIT	211.231.575		2019014	076204	P	156	00094

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
BENDER/TERRA	SUMMER PROGRAM REFUND	25.00	SAC PROGRAMS	203.3746		7.7.19	078704	P	156	00015
	SUMMER PROGRAM REFUND	1.63	SALES TAX PAYABLE	203.2073		7.7.19	078704	P	156	00016
		26.63	*VENDOR TOTAL							
BLACKSTRAP INC	ROAD SALT	8,132.98	CHEMICALS	101.124.240		PARTIAL #8	014433	P	156	00013
	ROAD SALT	8,595.18	CHEMICALS	101.124.240		941/230/359/85	014433	P	174	00133
		16,728.16	*VENDOR TOTAL							
BMI	ANNUAL MUSIC CONTRACT	358.00	PROFESSIONAL SERVICES	201.201.202		35380941	020676	P	156	00014
BOLLER PRINTING INC	PRINTING	105.00	PRINTING & BINDING	101.111.233		5261	014688	P	156	00017
BROCK WHITE	COLD PATCH	2,128.00	ROAD MATERIALS	101.123.239		13324205	020425	P	174	00166
BRUCKNER/TATE	GOLF CARD REFUND	400.00	MISCELLANEOUS	641.641.791		7.17.19	014224	P	174	00132
C & B OPERATIONS LLC	BELT AND ROLLER	108.93	GARAGE PARTS	801.801.249		2179529	078659	P	174	00091
CEDAR KNOX PUBLIC POWER	ELECT	540.67	ELECTRICITY	601.601.272		7.10.19	005176	P	156	00009
	ELECT	360.21	ELECTRICITY	201.201.272		7.10.19	005243	P	156	00010
		900.88	*VENDOR TOTAL							
CEI ENTERPRISES INC	CIRCULATING PUMP	4,833.09	REP. & MAINT. - EQUIPMEN	101.123.221		37770	020422	P	174	00176
	ASPHALT PLANT SERVICE	2,248.85	REP. & MAINT. - EQUIPMEN	101.123.221		37852	020433	P	174	00177
		7,081.94	*VENDOR TOTAL							
CENTRALSQUARE COMPANY LL	MAINTENANCE	20,159.00	INSURANCE	208.208.201		7.30.19	190014	P	186	00003
CENTURYLINK	PHONE	83.20	TELEPHONE	601.601.271		7.15.19	003059	P	156	00080
	PHONE	83.20	TELEPHONE	611.611.271		7.15.19	003059	P	156	00081
	PHONE	581.26	TELEPHONE	101.111.271		7.15.19	002829	P	156	00082
	PHONE	168.48	TELEPHONE	101.123.271		7.15.19	002829	P	156	00083
	PHONE	83.20	TELEPHONE	601.601.271		7.15.19	002828	P	156	00084
	PHONE	166.40	TELEPHONE	611.611.271		7.15.19	002828	P	156	00085
	PHONE	55.47	TELEPHONE	611.611.271		7.29.19	003065	P	176	00017
	PHONE	4.38	TELEPHONE	101.102.271		7.29.19	002262	P	176	00018
	PHONE	7.87	TELEPHONE	101.104.271		7.29.19	002262	P	176	00019
	PHONE	3.58	TELEPHONE	101.122.271		7.29.19	002262	P	176	00020
	PHONE	19.16	TELEPHONE	101.111.271		7.29.19	002262	P	176	00021
	PHONE	10.11	TELEPHONE	101.114.271		7.29.19	002262	P	176	00022

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
CENTURYLINK	PHONE	0.26	TELEPHONE	101.115.271		7.29.19	002262	P	176	00023
	PHONE	1.09	TELEPHONE	101.123.271		7.29.19	002262	P	176	00024
	PHONE	1.66	TELEPHONE	101.127.271		7.29.19	002262	P	176	00025
	PHONE	4.22	TELEPHONE	201.201.271		7.29.19	002262	P	176	00026
	PHONE	4.54	TELEPHONE	601.601.271		7.29.19	002262	P	176	00027
	PHONE	2.30	TELEPHONE	611.611.271		7.29.19	002262	P	176	00028
	PHONE	1.54	TELEPHONE	637.637.271		7.29.19	002262	P	176	00029
	PHONE	3.27	TELEPHONE	801.801.271		7.29.19	002262	P	176	00030
		1,285.19	*VENDOR TOTAL							
CHAMBER OF COMMERCE	RETIREMENT GIFT	100.00	EMPLOYEE COMMITTEE	101.101.141		8904	077359	P	176	00016
CHESTERMAN COMPANY	CONCESSIONS	292.00	MISCELLANEOUS CONCESSION	202.202.728		2233369	078708	P	156	00012
	CONCESSIONS	213.60	MISCELLANEOUS CONCESSION	202.202.728		2245583	078714	P	174	00128
		505.60	*VENDOR TOTAL							
CITY OF VERMILLION	JT POWER CASH TRANS	77,178.98	COST OF SERVICE PROVIDED	637.637.206		7.1.19	003067	P	156	00007
	JT POWER CASH TRANS	84,068.40	COST OF SERVICE PROVIDED	637.637.206		7.31.19	003067	P	186	00004
		161,247.38	*VENDOR TOTAL							
CITY OF YANKTON-PARKS	LANDFILL CHARGES	431.58	LANDFILL	201.201.276		7.9.19	003889	P	156	00011
CITY OF YANKTON-SOLID WA	COMPACTED GARBAGE	12,056.03	LANDFILL TIPPING FEE	631.631.219		7.1.19	005524	P	156	00008
	COMPACTED GARBAGE	14,723.64	LANDFILL TIPPING FEE	631.631.219		8.1.19	005524	P	186	00005
		26,779.67	*VENDOR TOTAL							
CITY UTILITIES	WTR/WW CHARGES	200.63	WATER SERVICE	101.127.274		7.18.19	002642	P	174	00103
	WTR/WW CHARGES	112.60	WASTEWATER SERVICE	101.127.275		7.18.19	002642	P	174	00104
	WTR/WW CHARGES	43.66	LANDFILL	101.127.276		7.18.19	002642	P	174	00105
	WTR/WW CHARGES	157.07	WATER SERVICE	101.125.274		7.18.19	002642	P	174	00106
	WTR/WW CHARGES	71.88	SEWER SERVICE	101.125.275		7.18.19	002642	P	174	00107
	WTR/WW CHARGES	187.51	WATER	637.637.274		7.18.19	002642	P	174	00108
	WTR/WW CHARGES	88.23	WW SERVICE	637.637.275		7.18.19	002642	P	174	00109
	WTR/WW CHARGES	21.83	LANDFILL	637.637.276		7.18.19	002642	P	174	00110
	WTR/WW CHARGES	839.51	WATER SERVICE	101.114.274		7.18.19	002642	P	174	00111
	WTR/WW CHARGES	26.53	SEWER SERVICE	101.114.275		7.18.19	002642	P	174	00112
	WTR/WW CHARGES	65.42	WATER PURCHASED	801.801.274		7.18.19	002642	P	174	00113
	WTR/WW CHARGES	53.37	SEWER SERVICE	801.801.275		7.18.19	002642	P	174	00114
	WTR/WW CHARGES	21.83	LANDFILL	801.801.276		7.18.19	002642	P	174	00115
	WTR/WW CHARGES	78.87	WATER SERVICE	631.631.274		7.18.19	002642	P	174	00116
	WTR/WW CHARGES	47.20	SEWER SERVICE	631.631.275		7.18.19	002642	P	174	00117
	WTR/WW CHARGES	20,605.58	WATER SERVICE	201.201.274		7.18.19	002642	P	174	00118
	WTR/WW CHARGES	905.75	SEWER SERVICE	201.201.275		7.18.19	002642	P	174	00119
	WTR/WW CHARGES	645.40	WATER SERVICE	203.203.274		7.18.19	002642	P	174	00120

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
CITY UTILITIES										
	WTR/WW CHARGES	275.49	SEWER SERVICE	203.203.275		7.18.19	002642	P	174	00121
	WTR/WW CHARGES	730.46	WATER SERVICE	601.601.274		7.18.19	002642	P	174	00122
	WTR/WW CHARGES	1,232.89	WATER SERVICE	611.611.274		7.18.19	002642	P	174	00123
	WTR/WW CHARGES	197.88	WATER SERVICE	101.141.274		7.18.19	002642	P	174	00124
	WTR/WW CHARGES	115.07	SEWER SERVICE	101.141.275		7.18.19	002642	P	174	00125
	WTR/WW CHARGES	6,580.95	WATER SERVICE	202.202.274		7.18.19	002642	P	174	00126
	WTR/WW CHARGES	6,235.71	SEWER SERVICE	202.202.275		7.18.19	002642	P	174	00127
	WTR/WW CHARGES	90.53	WATER SERVICE	101.142.274		7.23.19	002793	P	175	00001
	WTR/WW CHARGES	461.47	SEWER SERVICE	101.142.275		7.23.19	002793	P	175	00002
		40,093.32	*VENDOR TOTAL							
CLARKE MOSQUITO CONTROL										
	COUPLING ELEMENT	84.92	REP. & MAINT. - EQUIPMEN	101.123.221		5087430	078683	P	174	00129
CONCRETE MATERIAL										
	HOT MIX	12,215.58	OPEN ASPHALT	506.572.376		47953	020375	P	176	00014
	CONCRETE	1,651.10	ROAD MATERIALS	101.123.239		7.22.19	020382	P	176	00015
		13,866.68	*VENDOR TOTAL							
CORE & MAIN										
	WATER PARTS	1,093.51	REP. & MAINT. - DISTRIBU	601.601.226		K590065	020026	P	174	00185
	SUPPLIES	453.78	REP. & MAINT. - DISTRIBU	601.601.226		849832	014620	P	156	00002
	SUPPLIES	1,286.58	REP. & MAINT. - COLLECTI	611.611.226		849832	014620	P	156	00003
		2,833.87	*VENDOR TOTAL							
CORNHUSKER INTL TRUCK IN										
	FILTERS	158.34	GARAGE PARTS	801.801.249		4142328	078669	P	174	00130
CREDIT COLLECTION SERVIC										
	UTITLITY COLLECTIONS	158.28	PROFESSIONAL SERVICES	601.601.202		7.16.19	001858	P	174	00100
	UTITLITY COLLECTIONS	36.81	PROFESSIONAL SERVICES	611.611.202		7.16.19	001858	P	174	00101
	UTITLITY COLLECTIONS	49.36	PROFESSIONAL SERVICES	631.631.202		7.16.19	001858	P	174	00102
		244.45	*VENDOR TOTAL							
DEERE & COMPANY										
	UTILITY VEHICLES	46,683.52	EQUIPMENT	641.641.350		116645916	014215	P	156	00019
DEPT OF CORRECTIONS										
	DOC WORK PROGRAM	476.00	REP. & MAINT. - BUILDING	201.201.223		C18D0023	078716	P	174	00095
	DOC WORK PROGRAM	476.00	REP. & MAINT. - TRAIL	204.204.223		C18D0023	078716	P	174	00096
	DOC WORK PROGRAM	476.00	REP. & MAINT. - BUILDING	621.621.223		C18D0023	078716	P	174	00097
		1,428.00	*VENDOR TOTAL							
DEPT OF ENVIROMENTAL										
	WATER PLANT PERMIT	250.00	WATER TREATMENT FACILITY	602.602.326		SDR10H967	020673	P	156	00020
	GRAVITY SEWER PERMIT	100.00	LIFT STATION GRAVITY MAI	611.611.328		SDR10J139	020062	P	156	00028
		350.00	*VENDOR TOTAL							

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
DEPT OF HEALTH										
	WATER SAMPLES	1,130.00	PROFESSIONAL SERVICES	601.601.202		10588498	020061	P	156	00021
	WATER SAMPLES	75.00	PROFESSIONAL SERVICES	203.203.202		10588498	020061	P	156	00022
	WATER SAMPLES	15.00	PROFESSIONAL SERVICES	202.202.202		10588498	020061	P	156	00023
	WATER SAMPLES	60.00	PROFESSIONAL SERVICES	203.203.202		10588991	020059	P	174	00182
	WATER SAMPLES	60.00	PROFESSIONAL SERVICES	202.202.202		10588991	020059	P	174	00183
	WATER SAMPLES	189.00	PROFESSIONAL SERVICES	601.601.202		10588991	020059	P	174	00184
		1,529.00	*VENDOR TOTAL							
DESIGN SOLUTIONS & INTEG										
	SERVICE CALL	162.50	REP. & MAINT. - PLANT	601.601.221		41125	014746	P	156	00018
	SERVICE CALL	845.00	REP. & MAINT. - PLANT	601.601.221		41329	014752	P	174	00178
		1,007.50	*VENDOR TOTAL							
DOERR/LINDSAY										
	SUMMER PROGRAM REFUND	50.00	SAC PROGRAMS	203.3746		4.16.19	078582	P	156	00024
	SUMMER PROGRAM REFUND	3.26	SALES TAX PAYABLE	203.2073		4.16.19	078582	P	156	00025
		53.26	*VENDOR TOTAL							
DOUBLE D MACHINE WORKS										
	BUSHING	30.00	REP. & MAINT. - PLANT	611.611.221		960550	191019	P	174	00098
DRUG EDUCATION PRESS										
	ADVERTISING	155.00	ADVERTISING	203.203.211		48028	078575	P	174	00099
DVORAK/NICOLE										
	SUMMER PROGRAM REFUND	25.00	SAC PROGRAMS	203.3746		7.2.19	078568	P	156	00026
	SUMMER PROGRAM REFUND	1.63	SALES TAX PAYABLE	203.2073		7.2.19	078568	P	156	00027
		26.63	*VENDOR TOTAL							
EHRESMANN ENGINEERING IN										
	STEEL	32.99	GARAGE PARTS	801.801.249		S16666	078613	P	174	00094
ETHANOL PRODUCTS LLC										
	CARBON DIOXIDE	1,227.72	CHEMICALS & GASES	601.601.240		CO2237865	014748	P	174	00093
	CO2	1,400.38	CHEMICALS & GASES	601.601.240		CO2239072	014755	P	186	00006
		2,628.10	*VENDOR TOTAL							
FASTENAL COMPANY										
	INSERTS	33.62	BUILDING REPAIR & MAINT.	637.637.223		156885/155476	078686	P	174	00092
FEIMER CONSTRUCTION										
	SINK HOLE REPAIR	2,086.74	ROAD MATERIALS	101.123.239		5069	020601	P	174	00164
	EAST HWY 50 CONSTRUCTION	2,718.37	EAST HWY 50 CORRIDOR	506.572.398		5072	078525	P	174	00090
		4,805.11	*VENDOR TOTAL							
FEJFAR PLUMBING INC										
	GRAVITY SEWER	91.84	LIFT STATION GRAVITY MAI	611.611.328		52220	020053	P	174	00179
	SR CENTER WATER HEATER	1,724.60	CAPITAL REPAIR & MAINTEN	101.141.301		52294	020295	P	174	00089
		1,816.44	*VENDOR TOTAL							

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VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
FLEXIBLE PIPE TOOL COMPA	SEWER TRUCK PARTS	354.75	REP. & MAINT. -VEHICLES	611.611.222		23871	020033	P	174	00186
G J THERKELSEN & ASSOC I	CONSULTATION	6,396.70	EQUIPMENT	208.208.350		2019015	190013	P	156	00030
GEOTEK ENG & TESTING SER	TESTING	602.50	21ST ST-BROADWAY TO DOUG	506.572.370		1978320	017646	P	174	00088
GERSTNER OIL CO	FUEL	22,999.82	GARAGE GASOLINE & LUBRIC	101.127.238		160705	020232	P	174	00086
	FUEL	33,719.50	GARAGE GASOLINE & LUBRIC	101.127.238		161756/161751	020604	P	174	00085
	FUEL	511.90	REP. & MAINT. - CENTRAL	621.621.224		62070	078715	P	174	00084
		57,231.22	*VENDOR TOTAL							
GRAYMONT CAPITAL INC	LIME	4,647.31	CHEMICALS & GASES	601.601.240		137441	020545	P	156	00029
	LIME	4,972.80	CHEMICALS & GASES	601.601.240		137794	020548	P	156	00031
	LIME	4,570.16	CHEMICALS & GASES	601.601.240		138226	020540	P	174	00087
	LIME	4,585.22	CHEMICALS & GASES	601.601.240		138524	014750	P	186	00007
		18,775.49	*VENDOR TOTAL							
HANSON BRIGGS ADVERTISIN	RECYCLING MAGNETS	3,764.75	PRINTING	631.631.233		23561	020421	P	174	00169
	VINYL SIGNAGE	679.08	PRINTING	631.631.233		23562	020427	P	174	00168
	ENVELOPES	174.88	OFFICE SUPPLIES	637.637.232		24084	020414	P	174	00167
		4,618.71	*VENDOR TOTAL							
HAWKINS INC	POOL CHEMICALS	2,441.09	CHEMICALS & GASES	202.202.240		4529614/9590	077700	P	156	00037
	POOL CHEMICALS	525.06	CHEMICALS & GASES	203.203.240		4529614/9590	077700	P	156	00038
	AZONE	3,195.00	CHEMICALS & GASES	601.601.240		4529881	020546	P	156	00036
	POOL CHEMICALS	2,801.40	CHEMICALS & GASES	202.202.240		4533405/406	078583	P	156	00032
	POOL CHEMICALS	387.00	CHEMICALS & GASES	203.203.240		4533405/406	078583	P	156	00033
	AZONE	2,881.50	CHEMICALS & GASES	601.601.240		4533576	020547	P	156	00035
	POOL CHEMICALS	2,777.73	CHEMICALS & GASES	202.202.240		4538192/960032	078585	P	174	00081
	POOL CHEMICALS	323.00	CHEMICALS & GASES	203.203.240		4538192/960032	078585	P	174	00082
	AZONE	4,449.00	CHEMICALS & GASES	601.601.240		4542175	014749	P	174	00079
	POOL CHEMICALS	2,522.69	CHEMICALS & GASES	202.202.240		4543056	078586	P	174	00080
	POOL CHEMICALS	1,727.06	CHEMICALS & GASES	202.202.240		4546137	078587	P	174	00083
	CHEMICALS	3,775.00	CHEMICALS & GASES	601.601.240		4547172	014751	P	174	00180
		27,805.53	*VENDOR TOTAL							
HDR ENGINEERING INC	WATER TREATMENT PLANT	38,666.91	WATER TREATMENT FACILITY	602.602.326		1200199150	016185	P	176	00031
HILL/SUE D	SUMMER PROGRAMS	232.00	PROFESSIONAL SERVICES	203.203.202		7.25.19	020462	P	174	00078

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VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
HOUSTON EQUIPMENT	PORTABLE GAS DETECTORS	3,936.98	REP. & MAINT. - PLANT	611.611.221		773535	191016	P	156	00034
J & H CARE & CLEANING CO	JANITORIAL SERVICES	1,320.00	PROFESSIONAL SERVICES	101.142.202		10919-10936	020345	P	175	00003
JEBRO INC	LIQUID ASPHALT	19,914.62	OPEN ASPHALT	506.572.376		170574	020374	P	174	00077
JONES CONSTRUCTION/JOHN	WATER TREATMENT PLANT	724,225.23	WATER TREATMENT FACILITY	602.602.326		7.26.19	016186	P	176	00032
KADRMAS LEE & JACKSON IN	APRON PROJECT	18,516.70	APRON WORK	502.511.394		330/331/386	014994	P	156	00089
	APRON PROJECT	30,000.00	APRON WORK	502.511.394		7.23.19	004576	P	174	00075
		48,516.70	*VENDOR TOTAL							
KAISER REFRIGERATION INC	SERVICE CALL	232.00	REP. & MAINT. - PLANT	601.601.221		75140	014745	P	156	00039
KLEINS TREE SERVICE	NUISANCE VEGETATION	555.00	ABATEMENT	101.106.204		1333/1310	020275	P	156	00040
	STUMP REMOVAL	600.00	EMERALD ASH BORE STUMPS	201.201.250		1349	078724	P	186	00008
		1,155.00	*VENDOR TOTAL							
KLINES JEWELRY	RETIREMENT GIFT	116.49	PROFESSIONAL SERVICES	101.101.202		7.26.19	077360	P	176	00033
KUCHTA/TANYA	SUMMER PROGRAM REFUND	100.00	SAC PROGRAMS	203.3746		7.23.19	078577	P	174	00076
	SUMMER PROGRAM REFUND	6.52	SALES TAX PAYABLE	203.2073		7.23.19	078577	P	174	00189
		106.52	*VENDOR TOTAL							
L & S ELECTRIC	ROOF REPAIR	362.00	REP. & MAINT. - BUILDING	101.125.223		13310	020293	P	174	00070
LARRY'S HEATING & COOLIN	SR CENTER REPAIRS	2,202.00	CAPITAL REPAIR & MAINTEN	101.141.301		32945	020289	P	174	00073
	AIR CONDITIONING PUMP	175.00	REP. & MAINT. - BUILDING	101.125.223		33420	020285	P	174	00074
		2,377.00	*VENDOR TOTAL							
LARSEN/TONA	SUMMER PROGRAM REFUND	80.00	SAC PROGRAMS	203.3746		7.18.19	078576	P	174	00071
	SUMMER PROGRAM REFUND	5.86	SALES TAX PAYABLE	203.2073		7.18.19	078576	P	174	00072
		85.86	*VENDOR TOTAL							
LARSON/ANGELA	TREE REIMBURSEMENT	99.85	EMERALD ASH BORE TREES	201.201.251		7.22.19	014225	P	174	00069

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VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
LAWRENCE/SARAH	SUMMER PROGRAM REFUND	25.00	SAC PROGRAMS	203.3746		7.9.19	078570	P	156	00041
	SUMMER PROGRAM REFUND	1.63	SALES TAX PAYABLE	203.2073		7.9.19	078570	P	156	00042
		26.63	*VENDOR TOTAL							
LIGHT AND SIREN	LOW PROFILE BEACON	269.00	REP. & MAINT. - EQUIPMEN	101.127.221		14096	017811	P	174	00068
	LIGHTS	680.00	GARAGE PARTS	801.801.249		14168	020426	P	174	00163
		949.00	*VENDOR TOTAL							
LUNDSTROM/KAY	CONSTRUCTION REPAIRS	989.40	26TH ST -DOUGLAS TO MULB	506.572.393		7.24.19	017658	P	174	00067
MAILFINANCE	POSTAGE	33.90	POSTAGE	101.102.231		7.23.19	012407	P	174	00058
	POSTAGE	33.90	POSTAGE	101.104.231		7.23.19	012407	P	174	00059
	POSTAGE	61.02	POSTAGE	101.111.231		7.23.19	012407	P	174	00060
	POSTAGE	162.72	POSTAGE	101.122.231		7.23.19	012407	P	174	00061
	POSTAGE	183.06	POSTAGE	601.601.231		7.23.19	012407	P	174	00062
	POSTAGE	115.26	POSTAGE	611.611.231		7.23.19	012407	P	174	00063
	POSTAGE	67.80	POSTAGE	631.631.231		7.23.19	012407	P	174	00064
	POSTAGE	20.34	POSTAGE	637.637.231		7.23.19	012407	P	174	00065
		678.00	*VENDOR TOTAL							
MARKS MACHINERY	BATTERY	290.00	GARAGE PARTS	801.801.249		YI44930	078673	P	174	00056
MARQUARDT/JOHN	UMPIRE CLINIC REIMB	50.00	RECREATION SUPPLIES	203.203.242		7.26.19	078588	P	186	00009
MASONRY COMPONENTS INC	RECONSTRUCTION	145,411.20	21ST ST-BROADWAY TO DOUG	506.572.370		7.25.19	017657	P	174	00053
	RECONSTRUCTION	33,937.47	21ST ST-BROADWAY TO DOUG	602.602.370		7.25.19	017657	P	174	00054
	RECONSTRUCTION	973.80	21ST ST-BROADWAY TO DOUG	611.611.370		7.25.19	017657	P	174	00055
		180,322.47	*VENDOR TOTAL							
MENTELE/MARLANIA	SUMMER PROGRAM REFUND	65.00	SAC PROGRAMS	203.3746		7.9.19	078569	P	156	00045
	SUMMER PROGRAM REFUND	4.23	SALES TAX PAYABLE	203.2073		7.9.19	078569	P	156	00046
		69.23	*VENDOR TOTAL							
MERKEL ELECTRIC	ELECTRIC WORK	306.12	WALNUT - 2ND TO 4TH	506.572.381		8270	076203	P	156	00095
	SIGNAL REPAIR	255.10	REP. & MAINT. - EQUIPMEN	101.126.221		8350/8356	020614	P	176	00035
		561.22	*VENDOR TOTAL							
MIDAMERICAN ENERGY	FUEL	16.58	FUEL-GENERATOR	101.115.273		7.15.19	003252	P	174	00147
	FUEL	87.14	FUEL-HEATING	101.141.273		7.15.19	003252	P	174	00148
	FUEL	59.00	HEATING FUEL - GAS	637.637.273		7.15.19	003252	P	174	00149
	FUEL	75.31	FUEL-HEATING	601.601.273		7.15.19	003252	P	174	00150

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
MIDAMERICAN ENERGY										
	FUEL	56.03	FUEL-HEATING	101.114.273		7.15.19	003253	P	174	00151
	FUEL	866.16	FUEL-HEATING	202.202.273		7.15.19	003253	P	174	00152
	FUEL	40.77	FUEL-HEATING	201.201.273		7.15.19	003253	P	174	00153
	FUEL	43.54	FUEL-HEATING	101.127.273		7.15.19	003254	P	174	00154
	FUEL	53.44	FUEL-HEATING	801.801.273		7.15.19	003254	P	174	00155
	FUEL	50.00	FUEL-HEATING	101.125.273		7.15.19	003254	P	174	00156
	FUEL	359.86	ROAD MATERIALS	101.123.239		7.15.19	003254	P	174	00157
	FUEL	15.00	FUEL-HEATING	101.142.273		7.25.19	002794	P	175	00004
		1,722.83	*VENDOR TOTAL							
MIDAMERICAN ENERGY										
	FUEL	452.14	FUEL-HEATING	611.611.273		7.15.19	002904	P	174	00159
MIDWEST TAPE										
	AV	1,092.70	AV - CAPITAL	101.142.342		97635926	020343	P	175	00005
MIKKELSEN/MIKE										
	GOLF CARD REIMBURSEMENT	166.00	MISCELLANEOUS	641.641.791		7.22.19	020461	P	174	00066
MILLENIUUM RECYCLING										
	SINGLE STREAM FEE	3,016.50	CONTRACTED SERVICE-MILLE	631.631.204		34833	020432	P	156	00044
	SINGLE STREAM FEE	1,968.30	CONTRACTED SERVICE-MILLE	631.631.204		35152	020615	P	176	00034
		4,984.80	*VENDOR TOTAL							
MW AUTO & TOWING										
	POLICE TOW	80.00	MILEAGE	101.111.262		5443	014686	P	156	00043
	POLICE TOW	80.00	MILEAGE	101.111.262		6213	014691	P	176	00036
	TOWING	160.00	MEMBERSHIP DUES	101.111.261		829-830	014693	P	186	00010
		320.00	*VENDOR TOTAL							
NATIONAL FIELD ARCHERY A										
	INDOOR SUMMER USE	240.00	RECREATION SUPPLIES	203.203.242		16416202	078574	P	174	00052
	SUMMER PROGRAMS	1,185.60	PROFESSIONAL SERVICES	203.203.202		7.25.19	020464	P	174	00049
		1,425.60	*VENDOR TOTAL							
NELSON/AMY										
	SUMMER PROGRAM REFUND	20.00	SAC PROGRAMS	203.3746		7.12.19	078572	P	174	00050
	SUMMER PROGRAM REFUND	1.30	SALES TAX PAYABLE	203.2073		7.12.19	078572	P	174	00051
		21.30	*VENDOR TOTAL							
NOHR ENGINEERING CO										
	CONSULTATION	998.75	EQUIPMENT	208.208.350		9750	190012	P	156	00047
NORTHWESTERN ENERGY										
	ELECT	4,655.31	ELECTRICITY	201.201.272		7.15.19	003137	P	174	00158
	ELECT	978.69	ELECTRICITY	101.127.272		7.15.19	003132	P	176	00007
	ELECT	40.99	ELECTRICITY	621.621.272		7.15.19	003132	P	176	00008
	ELECT	799.21	ELECTRICITY	801.801.272		7.15.19	003132	P	176	00009
	ELECT	2,112.59	ELECTRICITY	101.125.272		7.15.19	003132	P	176	00010
	ELECT	69.24	ELECTRICITY	101.115.272		7.15.19	003132	P	176	00011

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VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
NORTHWESTERN ENERGY										
	ELECT	20,145.73	ELECTRICITY - STREET LIG	101.126.272		7.15.19	003135	P	176	00012
	ELECT	4,126.02	ELECTRICITY - STREET LIG	101.126.272		7.15.19	003136	P	176	00013
	ELECT	546.18	ELECTRICITY	101.123.272		7.15.19	003134	P	186	00018
	ELECT	396.31	ELECTRICITY	637.637.272		7.15.19	003134	P	186	00019
	ELECT	16,064.33	ELECTRICITY	601.601.272		7.15.19	003134	P	186	00020
	ELECT	6,936.04	ELECTRICITY	611.611.272		7.15.19	003134	P	186	00021
	ELECT	662.13	ELECTRICITY	101.114.272		7.19.19	003133	P	176	00002
	ELECT	10.89	ELECTRICITY	641.641.272		7.19.19	003133	P	176	00003
	ELECT	191.84	ELECTRICITY	637.637.272		7.19.19	003133	P	176	00004
	ELECT	1,954.43	ELECTRICITY	202.202.272		7.19.19	003133	P	176	00005
	ELECT	2,070.91	ELECTRICITY	101.141.272		7.19.19	003133	P	176	00006
	ELECT	1,775.32	ELECTRICITY	101.142.272		7.25.19	002795	P	175	00006
	ELECT	19,868.14	ELECTRICITY - STREET LIG	101.126.272		8.5.19	003135	P	186	00011
	ELECT	1,142.30	ELECTRICITY	101.127.272		8.5.19	003132	P	186	00012
	ELECT	819.43	ELECTRICITY	801.801.272		8.5.19	003132	P	186	00013
	ELECT	568.71	ELECTRICITY	101.123.272		8.5.19	003134	P	186	00014
	ELECT	17,882.99	ELECTRICITY	601.601.272		8.5.19	003134	P	186	00015
	ELECT	7,468.08	ELECTRICITY	611.611.272		8.5.19	003134	P	186	00016
	ELECT	827.83	ELECTRICITY - STREET LIG	101.126.272		8.5.19	003136	P	186	00017
	ELECT	3,042.07	ELECTRICITY	201.201.272		8.5.19	003137	P	186	00022
		115,155.71	*VENDOR TOTAL							
NORTHWESTERN ENERGY										
	UTILITY	153.88	WALNUT - 2ND TO 4TH	506.572.381		90232865	017660	P	174	00048
OBSERVER										
	ADVERTISEMENT	173.00	ADVERTISING	203.203.211		7.9.19	078707	P	156	00048
	ADVERTISEMENT	280.00	ADVERTISING	202.202.211		7.9.19	078707	P	156	00049
		453.00	*VENDOR TOTAL							
OLSON'S PEST TECHNICIANS										
	BUG SPRAYING	140.00	REP. & MAINT. - BUILDING	101.125.223		143806	020286	P	174	00047
ONE OFFICE SOLUTION										
	RECYCLING ENVELOPES	572.30	OFFICE SUPPLIES	631.631.232		1908422-0	020429	P	156	00050
PETERSEN/ELLAN										
	CONSTRUCTION REPAIRS	189.90	26TH ST -DOUGLAS TO MULB	506.572.393		7.24.19	017655	P	174	00044
POLYDYNE INC										
	POLYMER	4,485.80	CHEMICALS & GASES	611.611.240		1368201	191018	P	174	00046
PRESS DAKOTA MSTAR SOLUT										
	NOTICE	11.35	PUBLISHING	101.101.211		2504	014742	P	156	00051
	NOTICE	30.49	PROFESSIONAL SERVICES	801.801.202		5.31.19	020410	P	156	00057
	COUPON BOOK 2019	75.00	ADVERTISING	203.203.211		6.30.19	078515	P	156	00052
	ADVERTISEMENT	110.80	PUBLISHING	631.631.211		6.30.19	020431	P	156	00053
	LEGAL PUBLICATION	247.50	PUBLISHING	101.101.211		6.30.19	014739	P	156	00054
	NOTICE	11.64	PUBLISHING	101.101.211		6.30.19	014735	P	156	00055
	NOTICE	20.60	PUBLISHING	101.106.211		6.30.19	020265	P	156	00056

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VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
PRESS DAKOTA MSTAR SOLUT	LEGAL PUBLICATION	152.92	PUBLISHING	101.101.211		6.30.19	014733	P	156	00058
		660.30	*VENDOR TOTAL							
PUSH PEDAL PULL	EQUIPMENT	15,595.63	EQUIPMENT	203.203.350		244629	016999	P	174	00045
RACOM CORPORATION	RADIO ACCESS	1,007.98	PROFESSIONAL SERVICES	101.111.202		190876	005655	P	174	00040
REHUREK/JOE	CONSTRUCTION REPAIRS	159.29	26TH ST -DOUGLAS TO MULB	506.572.393		52122	017654	P	174	00039
RICOH USA INC	PRINTER	206.78	REP. & MAINT. - PLANT	601.601.221		5057158072	003379	P	174	00041
	PRINTER	171.58	REP. & MAINT. - PLANT	611.611.221		5057158072	003379	P	174	00042
	PRINTER	61.60	REP. & MAINT. - EQUIPMEN	631.631.221		5057158072	003379	P	174	00043
		439.96	*VENDOR TOTAL							
ROAD KING INC	RAMP SPRINGS	28.82	GARAGE PARTS	801.801.249		27607	078614	P	174	00038
SAFETY-KLEEN SYSTEMS INC	CHEMICALS	2,830.77	CHEMICALS & GASES	203.203.240		80431012	078719	P	174	00034
SANITATION PRODUCTS INC	SPINNER MOTOR	484.37	GARAGE PARTS	801.801.249		71933	020146	P	174	00161
	CHECK VALVE	769.77	GARAGE PARTS	801.801.249		71967	020359	P	174	00162
	SWEEPER REPAIRS	2,837.08	GARAGE PARTS	801.801.249		73288	020080	P	174	00172
		4,091.22	*VENDOR TOTAL							
SDNAFVSA	AGENCY MEMBERSHIP	200.00	MEMBERSHIP DUES	101.111.261		7.29.19	014690	P	176	00001
SHERWIN WILLIAMS CO	TRAFFIC PAINT	1,923.00	ROAD MATERIALS	101.123.239		3245/3055/9758	020608	P	174	00160
	TRAFFIC PAINT	576.90	ROAD MATERIALS	101.123.239		4369-0	078689	P	176	00037
		2,499.90	*VENDOR TOTAL							
SMITH INSURANCE INC/MT &	NOTARY INSURANCE	80.00	PROFESSIONAL SERVICES	208.208.202		23081	190010	P	174	00035
	NOTARY CERTIFICATION	80.00	PROFESSIONAL SERVICES	101.106.202		23252	020294	P	174	00057
		160.00	*VENDOR TOTAL							
SOUTH DAKOTA ONE CALL	MESSAGE FEES	130.20	LOCATES	611.611.208		SD19-1612	020060	P	174	00187
	MESSAGE FEES	130.20	LOCATES	601.601.208		SD19-1612	020060	P	174	00188
		260.40	*VENDOR TOTAL							

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
STERN OIL CO INC	FUEL	8,281.34	GARAGE GASOLINE & LUBRIC	801.801.238		467030	020603	P 174 00175
STOCKWELL ENGINEERS INC	PLAT	900.00	PROFESSIONAL SERVICES	101.101.202		6.27.19	020273	P 156 00059
	WALNUT & 2ND ST DESIGN	4,173.50	WALNUT - 2ND TO 4TH	506.572.381		9509	014097	P 174 00037
	GRAVITY SEWER PROJECT	1,298.42	LIFT STATION GRAVITY MAI	611.611.328		9526	020052	P 174 00181
	MARNE CREEK/WATER MAIN	57,203.20	BUILDINGS & STRUCTURES	204.204.320		9527/9528	017638	P 174 00032
	AQUATIC FACILITY DESIGN	383,775.00	BUILDINGS & STRUCTURES	202.202.320		9531	014213	P 174 00031
	MARNE CREEK	35,436.60	FEMA MITIGATION	204.204.322		9579	017659	P 174 00033
		482,786.72	*VENDOR TOTAL					
SWEENEY CONTROLS COMPANY	GAS DETECTOR PROGRAMMING	1,710.00	REP. & MAINT. - PLANT	611.611.221		STDINV14993	191019	P 174 00036
	PLC TROUBLESHOOTING	1,500.00	REP. & MAINT. - PLANT	611.611.221		14959/14915	191017	P 156 00001
		3,210.00	*VENDOR TOTAL					
TINTING PROS	SR CENTER WINDOWS	536.40	REP. & MAINT. - BUILDING	101.141.223		7.17.19	020291	P 174 00029
TODD, INC/MICHAEL	BAFFLE STRIPS	434.47	GARAGE PARTS	801.801.249		167385	020607	P 174 00173
TOPETE/TARA	SUMMER PROGRAM REFUND	25.00	SAC PROGRAMS	203.3746		4.16.19	078581	P 156 00060
	SUMMER PROGRAM REFUND	1.63	SALES TAX PAYABLE	203.2073		4.16.19	078581	P 156 00061
		26.63	*VENDOR TOTAL					
TRAFFIC CONTROL CORP	DUALPED HEADS	810.00	REP. & MAINT. - EQUIPMEN	101.126.221		113845	020388	P 174 00170
	SIGNAL LIGHTS	3,486.00	REP. & MAINT. - EQUIPMEN	101.126.221		827/061/229/26	020399	P 156 00062
		4,296.00	*VENDOR TOTAL					
TRANSOURCE	HOSE HANDLE	408.32	REP. & MAINT. - EQUIPMEN	101.123.221		C81658	020424	P 156 00063
	FILTER CREDIT	16.12CR	GARAGE PARTS	801.801.249		C83708	078688	P 176 00038
	FILTERS	281.32	GARAGE PARTS	801.801.249		83070/82700	020606	P 174 00171
		673.52	*VENDOR TOTAL					
TRANSPORTATION DEPT/S.D.	INSPECTION	2,124.93	PROFESSIONAL SERVICES	207.221.202		S00108442	017661	P 186 00023
TRUCK TRAILER SALES INC	FILTERS	55.29	GARAGE PARTS	801.801.249		21986	078661	P 174 00028
	FILTERS	16.65	GARAGE PARTS	801.801.249		21997	078662	P 174 00027
	DOT INSPECTION	1,053.00	GARAGE PARTS	801.801.249		73163/225/185	020609	P 174 00174
		1,124.94	*VENDOR TOTAL					
TRUGREEN COMMERCIAL	LAWN SERVICE	92.70	REP. & MAINT. - BUILDING	101.114.223		6.28.19	077817	P 174 00030

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
U.S. POST OFFICE-UTIL								
	UTILITY POSTAGE	560.00	POSTAGE	601.601.231		7.19.19	001855	P 174 00024
	UTILITY POSTAGE	630.00	POSTAGE	611.611.231		7.19.19	001855	P 174 00025
	UTILITY POSTAGE	210.00	POSTAGE	631.631.231		7.19.19	001855	P 174 00026
		1,400.00	*VENDOR TOTAL					
UNITED STATES POSTAL SER								
	POSTAGE METER	97.50	POSTAGE	101.122.231		7.30.19	002989	P 186 00024
	POSTAGE METER	135.94	POSTAGE	101.104.231		7.30.19	002989	P 186 00025
	POSTAGE METER	47.58	POSTAGE	101.111.231		7.30.19	002989	P 186 00026
	POSTAGE METER	21.50	POSTAGE	201.201.231		7.30.19	002989	P 186 00027
	POSTAGE METER	9.85	POSTAGE	101.122.231		7.30.19	002989	P 186 00028
	POSTAGE METER	41.00	POSTAGE	637.637.231		7.30.19	002989	P 186 00029
	POSTAGE METER	45.02	POSTAGE	101.102.231		7.30.19	002989	P 186 00030
	POSTAGE METER	23.65	POSTAGE	101.106.231		7.30.19	002989	P 186 00031
	POSTAGE METER	12.00	POSTAGE	203.203.231		7.30.19	002989	P 186 00032
	POSTAGE METER	0.50	POSTAGE	611.611.231		7.30.19	002989	P 186 00033
	POSTAGE METER	2.00	POSTAGE	101.114.231		7.30.19	002989	P 186 00034
	POSTAGE METER	90.40	POSTAGE	601.601.231		7.30.19	002989	P 186 00035
	POSTAGE METER	101.70	POSTAGE	611.611.231		7.30.19	002989	P 186 00036
	POSTAGE METER	33.90	POSTAGE	631.631.231		7.30.19	002989	P 186 00037
	POSTAGE METER	21.96	OFFICE SUPPLIES	101.123.232		7.30.19	002989	P 186 00038
	POSTAGE METER	0.50	POSTAGE	101.122.231		7.30.19	002989	P 186 00039
		685.00	*VENDOR TOTAL					
VAN DIEST SUPPLY COMPANY								
	BACKPACK SPRAYERS	2,285.00	EQUIPMENT	101.123.350		223903	020394	P 156 00066
	MOSQUITO CHEMICALS	9,613.80	CHEMICALS & GASES	101.123.240		6279/2217-2219	020401	P 156 00065
		11,898.80	*VENDOR TOTAL					
VILLALOBOS/COURTNEY								
	SUMMER PROGRAM REFUND	45.00	SAC PROGRAMS	203.3746		7.15.19	078573	P 174 00021
	SUMMER PROGRAM REFUND	2.93	SALES TAX PAYABLE	203.2073		7.15.19	078573	P 174 00022
		47.93	*VENDOR TOTAL					
VLASMAN/TRAVIS								
	26TH ST RECONSTRUCTION	765.00	26TH ST -DOUGLAS TO MULB	506.572.393		7.24.19	017657	P 174 00023
VOGT'S								
	UNIFORM ALTERATIONS	18.00	REP. & MAINT. - EQUIPMEN	101.111.221		2123	014687	P 156 00064
	UNIFORM PATCHES	18.00	REP. & MAINT. - EQUIPMEN	101.111.221		2123	014685	P 156 00067
	UNIFORM ALTERATIONS	16.00	REP. & MAINT. - EQUIPMEN	101.111.221		2289	014689	P 176 00039
		52.00	*VENDOR TOTAL					
WATER & ENV ENG RESEARCH								
	WATER TESTING	122.00	PROFESSIONAL SERVICES	601.601.202		20-109	014747	P 174 00020
	TESTING	122.00	PROFESSIONAL SERVICES	601.601.202		20-124	014754	P 186 00040
		244.00	*VENDOR TOTAL					

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
WEBBER/JERRY L	TRAVEL REIMBURSEMENT	94.72	LEARNING	101.114.264		7.24.19	077837	P	174	00015
WEDGEWOOD WEST HOMEOWNER	CONSTRUCTION REPAIR	650.00	26TH ST -DOUGLAS TO MULB	506.572.393		166805	017656	P	174	00014
WELFL CONSTRUCTION CORP	LIBRARY REPAIRS	6,775.00	REP. & MAINT. - BUILDING	101.142.223		553	020681	P	174	00016
WHOLESALE SUPPLY INC	MEMORIAL CONCESSIONS	322.75	MISCELLANEOUS CONCESSION	202.202.728		407773	078705	P	156	00069
	MEMORIAL CONCESSIONS	415.15	MISCELLANEOUS CONCESSION	202.202.728		407943	078706	P	156	00068
	MEMORIAL CONCESSIONS	533.75	MISCELLANEOUS CONCESSION	202.202.728		408120	078717	P	174	00018
	MEMORIAL CONCESSIONS	450.60	MISCELLANEOUS CONCESSION	202.202.728		408252	078718	P	174	00019
	MEMORIAL CONCESSIONS	451.00	MISCELLANEOUS CONCESSION	202.202.728		408478	078713	P	174	00017
		2,173.25	*VENDOR TOTAL							
WILLIAMS & COMPANY PC	AUDIT	4,928.40	AUDIT	101.101.203		134517	020675	P	156	00070
	AUDIT	3,559.40	AUDIT	601.601.203		134517	020675	P	156	00071
	AUDIT	3,559.40	AUDIT	611.611.203		134517	020675	P	156	00072
	AUDIT	821.40	AUDIT	631.631.203		134517	020675	P	156	00073
	AUDIT	821.40	AUDIT	637.637.203		134517	020675	P	156	00074
		13,690.00	*VENDOR TOTAL							
WILSON/NORMA	BOOK REFUND	20.00	BOOKS	101.142.340		7.17.19	020344	P	175	00007
XEROX CORPORATION	COPIER LEASE	211.95	ACCOUNTS RECEIVABLE	713.1311		7.15.19	003853	P	156	00088
	COPIER LEASE	199.16	ACCOUNTS RECEIVABLE	713.1311		8.6.19	003853	P	186	00044
		411.11	*VENDOR TOTAL							
XEROX CORPORATION	COPIER LEASE	672.04	ACCOUNTS RECEIVABLE	713.1311		7.15.19	003976	P	156	00086
	COPIER LEASE	298.63	COPIES	101.111.234		7.15.19	003976	P	156	00087
	COPIER LEASE	180.31	CONTRACTED SERVICES	203.203.204		8.6.19	003971	P	186	00041
	COPIER LEASE	976.63	ACCOUNTS RECEIVABLE	713.1311		8.6.19	003976	P	186	00042
	COPIER LEASE	246.06	COPIES	101.111.234		8.6.19	003976	P	186	00043
	COPIER LEASE	194.07	CONTRACTED SERVICES	203.203.204		97338611	003971	P	156	00079
		2,567.74	*VENDOR TOTAL							
YANKTON BLACK BELT ACADE	SUMMER PROGRAM	672.00	PROFESSIONAL SERVICES	203.203.202		7.25.19	020465	P	174	00131
YANKTON BOWL	SUMMER PROGRAMS	220.00	PROFESSIONAL SERVICES	203.203.202		7.25.19	020467	P	174	00013
YANKTON COUNTY AUDITOR	SAFETY CENTER SHARE	8,511.64	RENT FOR SAFETY CENTER	101.111.212		06.30.19	014592	P	174	00006

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
YANKTON JANITOR SUPPLY I	SUPPLIES	186.30	REP. & MAINT. - BUILDING	101.114.223		429958	077818	P	174	00005
YANKTON MEDICAL CLINIC	PRE-EMPLOYMENT PHYSICAL	19.00	PROFESSIONAL SERVICES	601.601.202		4274	020579	P	174	00002
	PRE-EMPLOYMENT PHYSICAL	50.00	PROFESSIONAL SERVICES	101.142.202		4274	020579	P	174	00003
		69.00	*VENDOR TOTAL							
YANKTON METALS INC	FREIGHT CHARGE	100.00	PROFESSIONAL SERVICES &	637.637.202		149106	078684	P	174	00001
YANKTON REDI MIX	CONCRETE	962.25	ROAD MATERIALS	101.123.239		54489/497/485	078685	P	174	00004
	CONCRETE	333.00	ROAD MATERIALS	101.123.239		54548	078687	P	176	00040
		1,295.25	*VENDOR TOTAL							
YANKTON SCHOOL DISTRICT	SUMMER PROGRAMS	4,386.85	PROFESSIONAL SERVICES	203.203.202		7.25.19	020466	P	174	00012
YANKTON TRANSIT INC	SUMMER PROGRAMS	200.00	RECREATION SUPPLIES	203.203.242		534	078709	P	156	00078
	SUMMER PROGRAMS	725.00	RECREATION SUPPLIES	203.203.242		535	078711	P	156	00077
	SUMMER PROGRAMS	675.00	RECREATION SUPPLIES	203.203.242		536	078711	P	156	00076
	SUMMER PROGRAMS	100.00	RECREATION SUPPLIES	203.203.242		544	078712	P	156	00075
	SUMMER PROGRAMS	90.00	RECREATION SUPPLIES	203.203.242		546	078721	P	174	00010
	SUMMER PROGRAMS	100.00	RECREATION SUPPLIES	203.203.242		547	078720	P	174	00011
	SUMMER PROGRAMS	110.00	RECREATION SUPPLIES	203.203.242		551	078722	P	174	00009
	SUMMER PROGRAMS	475.00	RECREATION SUPPLIES	203.203.242		552	078723	P	174	00008
		2,475.00	*VENDOR TOTAL							
YANKTON VOL FIRE DEPARTM	JUNE-JULY FIRE CALLS	510.00	PROFESSIONAL SERV.-VOLUN	101.114.202		7.18.19	077816	P	174	00007
3D SPECIALTIES INC	SIGN HARDWARE	2,884.87	ROAD MATERIALS	101.123.239		209880	020408	P	174	00165

VENDOR NAME								
DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID LINE
REPORT TOTALS:	2,230,148.56							

RECORDS PRINTED - 000382

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
101	GENERAL FUND	205,881.97
201	PARKS AND RECREATION	31,605.69
202	PARK IMPROVEMENT	414,716.07
203	SUMMIT ACTIVITY CENTER	32,231.65
204	MARNE CREEK	93,115.80
207	BRIDGE AND STREET	2,124.93
208	911/DISPATCH	27,634.45
211	LODGING SALES TAX	400.00
502	AIRPORT CAPITAL	48,516.70
506	SPECIAL CAPITAL IMPROV	188,249.36
601	WATER OPERATION	80,885.25
602	WATER RENEWAL/REPLACEMENT	797,079.61
611	WASTE WATER OPERATION	37,230.25
621	CEMETERY OPERATION	1,028.89
631	SOLID WASTE	38,368.23
637	JOINT POWER	163,384.88
641	GOLF COURSE	47,260.41
713	COPIES & POSTAGE	2,059.78
801	CENTRAL GARAGE	18,374.64
TOTAL ALL FUNDS		2,230,148.56

BANK RECAP:

BANK	NAME	DISBURSEMENTS
1DAK	FIRST DAKOTA NAT'L BANK CORP	2,230,148.56
TOTAL ALL BANKS		2,230,148.56

THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.

DATE APPROVED BY

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Manual Check Register

CLAIM NUMBER	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	INVOICE	PO#	F/P	ID	LINE
AFSCME COUNCIL 65		06454							
	EMPLOYEE DEDUCTION	588.06	MISC. EMP. DED.	711.2079		005136	F	154	00030
	EMPLOYEE DEDUCTION	588.06	MISC. EMP. DED.	711.2079		005136	F	154	00078
		1,176.12	*TOTAL						
AMERICAN FAMILY LIFE COR		00025							
	CANCER & ICU PREMIUMS	6,278.10	CANCER & ICU SUPPLEMENTA	711.2075		001234	F	154	00083
AVERA HEALTH PLANS		05140							
	HEALTH INS - AUGUST	15,825.52	HSA PREMIUMS	711.2063		005646	F	154	00031
	HEALTH INS - AUGUST	61,575.00	HEALTH INSURANCE	711.2068		005646	F	154	00032
	HEALTH INS - AUGUST	2,539.80	HEALTH INSURANCE	711.2068		005646	F	154	00033
		79,940.32	*TOTAL						
BRANDT/TODD		04281							
	CVSA CERTIFICATION	219.00	TRAVEL EXPENSE	101.111.263		005836	F	154	00004
DELTA DENTAL		04160							
	DENTAL INS - AUGUST	8,533.80	DENTAL INSURANCE	711.2059		003190	F	154	00073
DEPT OF SOCIAL SERVICES		01681							
	EMPLOYEE DEDUCTION	1,237.25	MISC. EMP. DED.	711.2079		003562	F	154	00029
	EMPLOYEE DEDUCTION	1,237.25	MISC. EMP. DED.	711.2079		003562	F	154	00079
		2,474.50	*TOTAL						
DUST DEVIL CHOIR LLC		07371							
	MUSIC AT THE MERIDIAN	700.00	SPECIAL EVENTS - ACTIVIT	211.231.575	201902	014248	F	154	00012
FIRST NATL BANK SOUTH DA		04389							
	EMPLOYEE DEDUCTION	551.21	FLEX DAYCARE	711.2054		003301	F	154	00025
	EMPLOYEE DEDUCTION	551.21	FLEX DAYCARE	711.2054		003301	F	154	00076
	EMPLOYEE DEDUCTION	214.50	FLEX MEDICAL	711.2055		003301	F	154	00026
	EMPLOYEE DEDUCTION	214.50	FLEX MEDICAL	711.2055		003301	F	154	00077
		1,531.42	*TOTAL						
FOCKLER/MATT		07370							
	MUSIC AT THE MERIDIAN	1,000.00	SPECIAL EVENTS - ACTIVIT	211.231.575	201913	014251	F	154	00010
FOOTE/JASON		05152							
	TRAINING EXPENSE	79.00	TRAVEL EXPENSE	101.111.263		005833	F	154	00001
	TRAINING EXPENSE	79.00	TRAVEL EXPENSE	101.111.263		005834	F	154	00002
		158.00	*TOTAL						
GATL LLC		07375							
	MUSIC AT THE MERIDIAN	1,400.00	SPECIAL EVENTS - ACTIVIT	211.231.575		014247	F	154	00018
INTERNATIONAL MUSICIANS		07369							
	MUSIC AT THE MERIDIAN	4,498.50	SPECIAL EVENTS - ACTIVIT	211.231.575	201901	014246	F	154	00008
LIST CONTRACTING/JASON		07144							
	TRAIL EASEMENT	15,000.00	31ST STREET-PEDESTRIAN E	506.572.379		020757	F	154	00072
MINNESOTA LIFE INSURANCE		06544							
	LIFE INSURANCE - AUGUST	735.31	LIFE INSURANCE	711.2069		005179	F	154	00084
MURGUIA/JAVIER		06552							
	TRAINING EXPENSE	79.00	TRAVEL EXPENSE	101.111.263		005835	F	154	00003
NORTHERN LIGHTS DISPLAY		06033							
	BANNERS	16,017.00	BANNERS & DECORATIONS	503.549.361	19-1074	014258	F	154	00023
O'FARRELL/SARAH C		04411							
	CVSA CERTIFICATION	219.00	LEARNING	101.111.264		005837	F	154	00005

CLAIM NUMBER	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	INVOICE	PO#	F/P	ID	LINE
07063	OMAHA STREET PERCUSSION								
	MUSIC AT THE MERIDIAN	1,500.00	SPECIAL EVENTS - ACTIVIT	211.231.575	201906	014250	F	154	00020
00990	POSTMASTER								
	WATER VIOLATION POSTAGE	1,322.44	POSTAGE	601.601.231		019318	F	154	00021
	SW BULK MAILING	2,041.17	POSTAGE	631.631.231	7-9-19	020602	F	154	00024
		3,363.61	*TOTAL						
07373	RECOB/PATRICK DAVID								
	MUSIC AT THE MERIDIAN	700.00	SPECIAL EVENTS - ACTIVIT	211.231.575	201904	014249	F	154	00016
00519	RETIREMENT, SD								
	SD RETIREMENT - JULY 19	75,085.76	SD RETIREMENT SYSTEM	711.2066		002809	F	154	00082
.16367	SCHRAMM/MASON J								
	REPLACE PAYCHECK	432.11	TEMPORARY WAGES	101.101.102		005838	F	154	00022
04992	SDSRP								
	EMPLOYEE DEDUCTION	3,008.00	ROTH 457 SDRS-SRP	711.2056		003591	F	154	00028
	EMPLOYEE DEDUCTION	3,008.00	ROTH 457 SDRS-SRP	711.2056		003591	F	154	00075
	EMPLOYEE DEDUCTION	2,070.50	SDRS SUPPLEMENTAL RETIRE	711.2058		003591	F	154	00027
	EMPLOYEE DEDUCTION	2,070.50	SDRS SUPPLEMENTAL RETIRE	711.2058		003591	F	154	00074
		10,157.00	*TOTAL						
03787	SUMMIT ACTIVITY CENTER								
	EMPLOYEE DEDUCTION	582.40	SUMMIT ACTIVITIES CENTER	711.2062		002981	F	154	00080
07372	THE MAYTAGS LLC								
	MUSIC AT THE MERIDIAN	2,000.00	SPECIAL EVENTS - ACTIVIT	211.231.575	201903	014245	F	154	00014
00918	UNITED WAY								
	EMPLOYEE DEDUCTION	148.00	UNITED FUND	711.2070		001142	F	154	00081
06976	VAST BROADBAND								
	PHONE CHARGES	60.40	TELEPHONE	101.102.271		003513	F	154	00037
	PHONE CHARGES	97.27	TELEPHONE	101.102.271		003513	F	154	00053
	PHONE CHARGES	121.00	TELEPHONE	101.104.271		003513	F	154	00038
	PHONE CHARGES	188.64	TELEPHONE	101.104.271		003513	F	154	00054
	INTERNET SERVICE	1,068.79	INTERNET ACCESS	101.105.270		003751	F	154	00036
	PHONE CHARGES	14.78	TELEPHONE	101.105.271		003513	F	154	00039
	PHONE CHARGES	24.52	TELEPHONE	101.105.271		003513	F	154	00055
	PHONE CHARGES	56.11	TELEPHONE	101.106.271		003513	F	154	00040
	PHONE CHARGES	99.36	TELEPHONE	101.106.271		003513	F	154	00056
	PHONE CHARGES	23.56	TELEPHONE	101.111.271		003513	F	154	00041
	PHONE CHARGES	33.55	TELEPHONE	101.111.271		003513	F	154	00057
	PHONE CHARGES	73.70	TELEPHONE	101.114.271		003513	F	154	00042
	PHONE CHARGES	102.82	TELEPHONE	101.114.271		003513	F	154	00058
	PHONE CHARGES	112.93	TELEPHONE	101.122.271		003513	F	154	00043
	PHONE CHARGES	176.46	TELEPHONE	101.122.271		003513	F	154	00059
	PHONE CHARGES	37.67	TELEPHONE	101.123.271		003977	F	154	00007
	PHONE CHARGES	43.38	TELEPHONE	101.123.271		003513	F	154	00044
	PHONE CHARGES	79.78	TELEPHONE	101.123.271		003513	F	154	00060
	PHONE CHARGES	38.22	TELEPHONE	101.123.271		003977	F	154	00086
	PHONE CHARGES	150.68	TELEPHONE	101.127.271		003977	F	154	00006
	PHONE CHARGES	152.86	TELEPHONE	101.127.271		003977	F	154	00085
	PHONE CHARGES	48.23	TELEPHONE	101.142.271		003513	F	154	00045
	PHONE CHARGES	83.15	TELEPHONE	101.142.271		003513	F	154	00061

CLAIM NUMBER	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	INVOICE	PO#	F/P	ID	LINE
VAST BROADBAND		06976							
	PHONE CHARGES	167.46	TELEPHONE	201.201.271		003513	F	154	00046
	PHONE CHARGES	238.49	TELEPHONE	201.201.271		003513	F	154	00062
	PHONE CHARGES	24.26	TELEPHONE	202.202.271		003513	F	154	00047
	PHONE CHARGES	34.55	TELEPHONE	202.202.271		003513	F	154	00063
	PHONE CHARGES	158.37	TELEPHONE	203.203.271		003513	F	154	00048
	PHONE CHARGES	225.53	TELEPHONE	203.203.271		003513	F	154	00064
	PHONE CHARGES	35.20	TELEPHONE	601.601.271		003976	F	154	00034
	PHONE CHARGES	99.42	TELEPHONE	601.601.271		003513	F	154	00049
	PHONE CHARGES	141.05	TELEPHONE	601.601.271		003513	F	154	00065
	PHONE CHARGES	14.78	TELEPHONE	611.611.271		003513	F	154	00050
	PHONE CHARGES	26.58	TELEPHONE	611.611.271		003513	F	154	00066
	PHONE CHARGES	23.56	TELEPHONE	637.637.271		003513	F	154	00051
	PHONE CHARGES	34.28	TELEPHONE	637.637.271		003513	F	154	00067
	PHONE CHARGES	45.42	TELEPHONE	641.641.271		003513	F	154	00052
	PHONE CHARGES	64.75	TELEPHONE	641.641.271		003513	F	154	00068
		4,221.56	*TOTAL						
VENEZIANI/BRUCE		07190							
	MUSIC AT THE MERIDIAN	450.00	SPECIAL EVENTS - ACTIVIT	211.231.575	201907	014252	F	154	00009
	MUSIC AT THE MERIDIAN	350.00	SPECIAL EVENTS - ACTIVIT	211.231.575	201908	014253	F	154	00011
	MUSIC AT THE MERIDIAN	350.00	SPECIAL EVENTS - ACTIVIT	211.231.575	201909	014254	F	154	00013
	MUSIC AT THE MERIDIAN	350.00	SPECIAL EVENTS - ACTIVIT	211.231.575	201910	014255	F	154	00015
	MUSIC AT THE MERIDIAN	350.00	SPECIAL EVENTS - ACTIVIT	211.231.575	201911	014256	F	154	00017
	MUSIC AT THE MERIDIAN	350.00	SPECIAL EVENTS - ACTIVIT	211.231.575	201912	014257	F	154	00019
		2,200.00	*TOTAL						
YANKTON AREA PROG. GROWT		00939							
	SALES TAX REIMBURSEMENT	4,754.55	PROFESSIONAL SERVICES	506.572.202		020679	F	154	00035
YANKTON COUNTY TREASURER		02089							
	TITLE-LICENSE FEES	21.20	EQUIPMENT	201.201.350		014593	F	154	00069
	TITLE-LICENSE FEES	21.20	EQUIPMENT	602.602.350		014593	F	154	00070
	VEHICLE TITLES	20.00	EQUIPMENT	641.641.350		014594	F	154	00087
	VEHICLE TITLES	20.00	EQUIPMENT	641.641.350		014594	F	154	00088
	VEHICLE TITLES	20.00	EQUIPMENT	641.641.350		014594	F	154	00089
	VEHICLE TITLES	20.00	EQUIPMENT	641.641.350		014594	F	154	00090
		122.40	*TOTAL						
YANKTON FIRE PROTECTION		07380							
	REIMBURSE FOR DAMAGES	3,666.30	PROFESSIONAL SERV.-VOLUN	101.114.202		020756	F	154	00071
		248,893.76	**CLAIMS TOTAL						

Manual Check Register
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CLAIM NUMBER	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	INVOICE	PO#	F/P ID LINE
REPORT TOTALS:		248,893.76					

RECORDS PRINTED - 000090

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
101	GENERAL FUND	7,661.27
201	PARKS AND RECREATION	427.15
202	PARK IMPROVEMENT	58.81
203	SUMMIT ACTIVITY CENTER	383.90
211	LODGING SALES TAX	13,998.50
503	PARK CAPITAL	16,017.00
506	SPECIAL CAPITAL IMPROV	19,754.55
601	WATER OPERATION	1,598.11
602	WATER RENEWAL/REPLACEMENT	21.20
611	WASTE WATER OPERATION	41.36
631	SOLID WASTE	2,041.17
637	JOINT POWER	57.84
641	GOLF COURSE	190.17
711	EMPLOYEE BENEFIT	186,642.73
TOTAL ALL FUNDS		248,893.76

BANK RECAP:

BANK	NAME	DISBURSEMENTS
1DAK	FIRST DAKOTA NAT'L BANK CORP	248,893.76
TOTAL ALL BANKS		248,893.76

THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.

DATE APPROVED BY

P-Card Schedule of Bills

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
A OX WELDING SUPPLY OXYGEN	32.48	CHEMICALS & GASES	801.801.240		Kulhavy		185 00388
ABE S COFFEEHOUSE SUMMER READING PROGRAM	40.00	RECREATION SUPPLIES	701.701.242		Raiche		185 00041
ADOBE *CREATIVE CLOUD CONTRACTED SERVICE	53.24	CONTRACTED SERVICES - OP	201.201.204		Lacroix		185 00216
ADOBE *STOCK CONTRACTED SERVICES	31.94	CONTRACTED SERVICES - OP	201.201.204		Lacroix		185 00231
AIRCRAFT SPRUCE AND SP CLOCK	39.03	OFFICE SUPPLIES	101.127.232		Roinstad		185 00230
AMAZON.COM MA9JY9LJ2 DIGITAL CAMERA	133.97	REP. & MAINT. - EQUIPMEN	101.111.221		Foote		185 00092
AMZN MKTP US MA3849AR2 BOOKS	66.78	BOOKS	101.142.340		Dobrovolny		185 00008
DVD'S	207.70	AV - CAPITAL	101.142.342		Dobrovolny		185 00009
JANITORIAL SUPPLIES	60.76	JANITORIAL SUPPLIES	101.142.236		Dobrovolny		185 00010
	335.24	*VENDOR TOTAL					
AMZN MKTP US MA4YO5ZN2 TONER	186.45	OFFICE SUPPLIES	101.106.232		Peters		185 00066
AMZN MKTP US MH0A11BG2 FINAL POOL DAYS	177.48	RECREATION SUPPLIES	202.202.242		McHenry		185 00190
AMZN MKTP US MH0TV75P2 SUPERVISOR BOOK	7.19	LEARNING	101.111.264		Brandt		185 00201
AMZN MKTP US MH1BB67S0 BOOK	6.68	BOOKS	101.142.340		Dobrovolny		185 00078
AMZN MKTP US MH1TT7K11 BOOKS	43.58	BOOKS	101.142.340		Dobrovolny		185 00172
DVD'S	62.75	AV - CAPITAL	101.142.342		Dobrovolny		185 00173
	106.33	*VENDOR TOTAL					
AMZN MKTP US MH6925G20 FINAL POOL DAYS	191.20	RECREATION SUPPLIES	202.202.242		McHenry		185 00206
AMZN MKTP US MH9734MM0 OFFICE SUPPLIES	94.87	OFFICE SUPPLIES	101.142.232		Dobrovolny		185 00176
BOOKS	33.70	BOOKS	101.142.340		Dobrovolny		185 00177
DVD'S	75.94	AV - CAPITAL	101.142.342		Dobrovolny		185 00178
	204.51	*VENDOR TOTAL					

P-Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
AMZN MKTP US*MH0WG6QT1	MIC HOLDERS	255.30	REP. & MAINT. - EQUIPMEN	101.111.221		Brandt		185 00261
AMZN MKTP US*MH0ZV2V41	BOOK	9.66	BOOKS	101.142.340		Dobrovolny		185 00298
	POSTAGE	3.99	POSTAGE	101.142.231		Dobrovolny		185 00299
		13.65	*VENDOR TOTAL					
AMZN MKTP US*MH1K343V0	SUMMER PROGRAMS	34.07	RECREATION SUPPLIES	203.203.242		McHenry		185 00302
AMZN MKTP US*MH2DG2TG0	BOOK	4.90	BOOKS	101.142.340		Dobrovolny		185 00294
	POSTAGE	3.99	POSTAGE	101.142.231		Dobrovolny		185 00295
		8.89	*VENDOR TOTAL					
AMZN MKTP US*MH28P3Z20	SUMMER PROGRAMS	83.04	RECREATION SUPPLIES	203.203.242		McHenry		185 00336
AMZN MKTP US*MH4D77QE1	SUPERVISOR BOOK	7.07	LEARNING	101.111.264		Brandt		185 00221
AMZN MKTP US*MH4PX7X52	SUPERVISOR BOOKS	27.48	LEARNING	101.111.264		Brandt		185 00266
AMZN MKTP US*MH46C3QJ1	SUPERVISOR BOOKS	33.40	LEARNING	101.111.264		Brandt		185 00245
AMZN MKTP US*MH6CQ1N60	MONITOR	96.99	OFFICE SUPPLIES	208.208.232		Peters		185 00310
AMZN MKTP US*MH6TJ7JK1	CASES	47.54	SMALL TOOLS & HARDWARE	101.114.247		Kurtenbach		185 00399
AMZN MKTP US*MH9RZ9OH0	TABLET 12 VOLT CHARGERS	38.85	OFFICE SUPPLIES	101.114.232		Kurtenbach		185 00366
AMZN MKTP US*MH9XT1O30	TABLET CABLES	46.54	OFFICE SUPPLIES	101.114.232		Kurtenbach		185 00351
AMZN MKTP US*MH9X70F20	MEMORY CARDS AND HUB	85.57	OFFICE SUPPLIES	101.114.232		Kurtenbach		185 00354
ANIMAL HEALTH CLINIC	K9 MEDICAL CARE	155.62	K-9 UNIT MEDICAL CARE	101.111.246		Nolz		185 00053
	K-9 MEDICAL CARE	51.25	K-9 UNIT MEDICAL CARE	101.111.246		Pekarek		185 00171
	K-9 MEDICAL CARE	48.46	K-9 UNIT MEDICAL CARE	101.111.246		Pekarek		185 00363
		255.33	*VENDOR TOTAL					

P-Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
APPFOLIO *LARRYS RE	SPECIAL EVENTS	2,526.00	SPECIAL EVENTS - ACTIVIT	211.231.575		Lacroix		185 00260
AT&T PREMIER EBIL	POLICE PC-PHONE DATA	496.40	PROFESSIONAL SERVICES	101.105.202		Peters		185 00076
AT&T*BILL PAYMENT	CELL PHONES	57.04	TELEPHONE	201.201.271		Bailey		185 00278
	CELL PHONES	27.19	TELEPHONE	101.127.271		Bailey		185 00279
	CELL PHONES	25.63	TELEPHONE	201.201.271		Bailey		185 00280
	CELL PHONES	27.58	TELEPHONE	601.601.271		Bailey		185 00281
	CELL PHONES	25.11	TELEPHONE	601.601.271		Bailey		185 00282
	CELL PHONES	39.21	TELEPHONE	611.611.271		Bailey		185 00283
	CELL PHONES	260.09	TELEPHONE	101.127.271		Bailey		185 00284
	CELL PHONES	71.09	TELEPHONE	101.123.271		Bailey		185 00288
		532.94	*VENDOR TOTAL					
AUTO VALUE YANKTON	EQUIPMENT REPAIRS	36.14	REP. & MAINT. - EQUIPMEN	621.621.221		Bornitz		185 00108
AUTOZONE #3795	BULBS	28.97	GARAGE PARTS	801.801.249		Kulhavy		185 00077
	ANTIFREEZE	24.48	GARAGE PARTS	801.801.249		Kulhavy		185 00080
	WASHER FLUID, ANTIFREEZE	53.35	GARAGE PARTS	801.801.249		Kulhavy		185 00289
		106.80	*VENDOR TOTAL					
BAKER-TAYLOR	BOOKS	2,492.95	BOOKS	101.142.340		Schmidt		185 00032
	POSTAGE	23.76	POSTAGE	101.142.231		Schmidt		185 00033
	MASTER GARDENERS BOOK	14.97	BOOKS	701.701.340		Schmidt		185 00034
		2,531.68	*VENDOR TOTAL					
BATTERY EXCHANGE	REFUND	289.85CR	REP. & MAINT. - BUILDING	201.201.223		McHenry		185 00338
BOLLER PRINTING	SPECIAL EVENTS	127.50	SPECIAL EVENTS - ACTIVIT	211.231.575		Orr		185 00322
BOMGAARS #2 YANKTON	EQUIPMENT REPAIR	145.27	REP. & MAINT. - EQUIPMEN	621.621.221		Bornitz		185 00026
	CEMETERY SUPPLIES	33.95	REP. & MAINT. - BUILDING	621.621.223		Bornitz		185 00094
	SPRING	4.69	REP. & MAINT. - PLANT	601.601.221		Fischer		185 00090
	WEED KILLER	29.99	AGRICULTURAL SUPPLIES	601.601.241		Fischer		185 00380
	HARDWARE	0.96	SMALL TOOLS & HARDWARE	201.201.247		Gleich		185 00015
	SHOP SUPPLIES	6.95	REP. & MAINT. - BUILDING	201.201.223		Gleich		185 00112
	SHOP SUPPLIES	21.94	REP. & MAINT. - BUILDING	201.201.223		Gleich		185 00168
	SHOP SUPPLIES	162.67	REP. & MAINT. - BUILDING	201.201.223		Gleich		185 00181
	TOOL	99.88	SMALL TOOLS & HARDWARE	611.611.247		Hanson		185 00233
	CHEMICAL DOSING PARTS	79.19	REP. & MAINT. - PLANT	611.611.221		Hanson		185 00234

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
BOMGAARS #2 YANKTON								
	WEED CONTROL	69.98	AGRICULTURAL SUPPLIES	611.611.241		Hoilien		185 00055
	ROUNDUP	54.99	AGRICULTURAL SUPPLIES	611.611.241		Hoilien		185 00214
	REPAIR PARTS	24.90	REP. & MAINT. - DISTRIBU	601.601.226		Kirchner		185 00312
	MULCH	19.96	AGRICULTURAL SUPPLIES	201.201.241		Kortan		185 00022
	AG SUPPLIES	203.86	AGRICULTURAL SUPPLIES	201.201.241		Kortan		185 00350
	PARK SUPPLIES	13.47	REP. & MAINT. - BUILDING	201.201.223		Kortan		185 00355
	PARK SUPPLIES	61.98	REP. & MAINT. - BUILDING	201.201.223		Kortan		185 00357
	PINS, JACK, POLY WHEEL	60.96	GARAGE PARTS	801.801.249		Kulhavy		185 00058
	POWER STEERING FLUID	95.51	GARAGE PARTS	801.801.249		Kulhavy		185 00133
	SHOP TOWELS	359.70	GARAGE PARTS	801.801.249		Kulhavy		185 00215
	FASTENERS	3.78	REP. & MAINT. - BUILDING	101.125.223		Miles		185 00040
	VALVE AND FITTINGS	13.07	REP. & MAINT. - VEHICLES	101.114.222		Nickles		185 00071
	K9 EQUIPMENT	86.98	REP. & MAINT. - EQUIPMEN	101.111.221		Nolz		185 00311
	TRAINING SUPPLIES	32.89	REP. & MAINT. - EQUIPMEN	101.111.221		Pekarek		185 00251
	LOCATING SUPPLIES	14.99	REP. & MAINT. - DISTRIBU	601.601.226		Robinson		185 00104
	AG SUPPLIES	159.96	AGRICULTURAL SUPPLIES	101.127.241		Ryken		185 00027
	ROUNDUP	54.99	AGRICULTURAL SUPPLIES	101.127.241		Ryken		185 00200
	MULCH	239.60	AGRICULTURAL SUPPLIES	201.201.241		Schieffer		185 00222
	MULCH	89.85	AGRICULTURAL SUPPLIES	201.201.241		Schieffer		185 00228
	PARK SUPPLIES	78.98	REP. & MAINT. - BUILDING	201.201.223		Snook		185 00007
	PARK SUPPLIES	61.94	REP. & MAINT. - BUILDING	201.201.223		Snook		185 00023
	HARDWARE	17.98	SMALL TOOLS & HARDWARE	201.201.247		Snook		185 00031
	CLEANING SUPPLIES	32.97	JANITORIAL SUPPLIES	201.201.236		Snook		185 00046
	PARK SUPPLIES	36.98	REP. & MAINT. - BUILDING	201.201.223		Snook		185 00124
	HARDWARE	15.76	SMALL TOOLS & HARDWARE	201.201.247		Snook		185 00275
	PARK SUPPLIES	53.94	REP. & MAINT. - BUILDING	201.201.223		Snyder		185 00127
	TRIPP PARK BATHROOM	31.96	REP. & MAINT. - BUILDING	201.201.223		Vanwinkle		185 00085
	TRIPP PARK SUPPLIES	11.97	REP. & MAINT. - BUILDING	201.201.223		Vanwinkle		185 00155
		2,589.39	*VENDOR TOTAL					
BOW CREEK METAL								
	AG SUPPLIES	103.50	AGRICULTURAL SUPPLIES	201.201.241		Kortan		185 00134
BROCK WHITE 425								
	FABRIC	1,250.00	ROAD MATERIALS	101.123.239		Kulhavy		185 00393
BUHL CLEANERS								
	TOWELS	274.47	CONTRACTED SERVICES	203.203.204		McHenry		185 00150
BURGER KING #5091 Q07								
	DOC WORK PROGRAM	48.68	REP. & MAINT. - BUILDING	101.141.223		Miles		185 00349
CAFE BRULE & CAKES BY								
	TRAINING EXPENSE	24.58	CONFERENCE & MEETINGS	208.208.265		Hussein		185 00045
CANVA PRO YEARLY								
	SPECIAL EVENTS	119.40	SPECIAL EVENTS - ACTIVIT	211.231.575		Lacroix		185 00169

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
CASEYS GEN STORE 2268	TRAVEL EXPENSE	32.76	TRAVEL EXPENSE	101.142.263		Lippert		185 00264
CENTER POINT LARGE PRI	LARGE PRINT BOOKS	134.22	BOOKS	101.142.340		Schmidt		185 00116
CLARKS RENTALS CUSTOM	PACKER RENTAL	75.00	REP. & MAINT. - TRAIL	204.204.223		Delozier		185 00371
	FLOOR MACHINE RENTAL	50.00	REP. & MAINT. - BUILDING	101.141.223		Miles		185 00347
		125.00	*VENDOR TOTAL					
COFFEE CUP #8	TRAINING EXPENSE	39.90	TRAVEL EXPENSE	101.111.263		O'Farrell		185 00407
COMPUTYPE	OFFICE SUPPLIES	826.80	OFFICE SUPPLIES	101.142.232		Dobrovolny		185 00095
	POSTAGE	19.87	POSTAGE	101.142.231		Dobrovolny		185 00103
		846.67	*VENDOR TOTAL					
COX AUTO SUPPLY	EQUIPMENT REPAIRS	6.72	REP. & MAINT. - EQUIPMEN	621.621.221		Bornitz		185 00107
	MOWER REPAIRS	4.31	REP. & MAINT. - BUILDING	201.201.223		Gleich		185 00167
	LAMP	53.98	GARAGE PARTS	801.801.249		Kulhavy		185 00420
	BEARING	22.15	REP. & MAINT. - PLANT	601.601.221		Peterson		185 00319
		87.16	*VENDOR TOTAL					
CRESCENT ELECTRIC 029	CIRCUIT BREAKER FINDER	42.91	REP. & MAINT. - EQUIPMEN	101.125.221		Homstad		185 00285
	REPLACEMENT BALLAST	13.64	REP. & MAINT. - BUILDING	101.142.223		Miles		185 00091
	ELECTRICAL SUPPLIES	21.76	REP. & MAINT. - EQUIPMEN	101.126.221		Ryken		185 00050
	ELECTRICAL SUPPLIES	172.62	REP. & MAINT. - EQUIPMEN	101.126.221		Ryken		185 00056
	ELECTRICAL EQUIPMENT	277.35	REP. & MAINT. - EQUIPMEN	101.126.221		Ryken		185 00164
		528.28	*VENDOR TOTAL					
CULVERS OF ARROWHEAD	TRAINING EXPENSE	6.87	TRAVEL EXPENSE	101.111.263		Pekarek		185 00224
DAIRY QUEEN #17883	STAFF APPRECIATION	40.19	RECREATION SUPPLIES	701.701.242		Schmidt		185 00011
DAVISON COUNTY IMPLEME	JOHN DEERE REPAIRS	2,472.42	REP. & MAINT. - EQUIPMEN	201.201.221		McHenry		185 00229
DEMCO INC	OFFICE SUPPLIES	272.32	OFFICE SUPPLIES	101.142.232		Schmidt		185 00340
DOLLAR TREE	ADULT CRAFT SUPPLIES	7.00	RECREATION SUPPLIES	701.701.242		Lippert		185 00175

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
EASW-EMBRSCREENWORKS	UNIFORM HATS	45.50	UNIFORMS	101.111.244		Parker		185 00368
ECHO ELECTRIC SUPPLY	FUSES	13.93	REP. & MAINT. - PLANT	601.601.221		Chytka		185 00159
	BAR SCREEN FUSE	67.00	REP. & MAINT. - PLANT	611.611.221		Hanson		185 00401
		80.93	*VENDOR TOTAL					
EHRESMANN ENGINEERING	REPAIR PARTS	29.53	REP. & MAINT. - DISTRIBU	601.601.226		Kuehler		185 00252
EVIDENT INC	EVIDENCE COLLECTION EQP	94.49	REP. & MAINT. - EQUIPMEN	101.111.221		Larson		185 00197
	EVIDENCE COLLECTION EQP	84.00	REP. & MAINT. - EQUIPMEN	101.111.221		Larson		185 00207
		178.49	*VENDOR TOTAL					
EXXONMOBIL 97684096	TRAINING EXPENSE	50.76	TRAVEL EXPENSE	101.111.263		Foote		185 00059
FACEBK NK52CM28W2	ADVERTISING	23.97	PUBLISHING	201.201.211		Lacroix		185 00114
FASTENAL COMPANY 01SDY	SHOP SUPPLIES	24.97	REP. & MAINT. - BUILDING	201.201.223		Frick		185 00025
	BOLTS	4.86	SMALL TOOLS & HARDWARE	201.201.247		Frick		185 00226
	NUTS AND BOLTS	22.19	REP. & MAINT. - EQUIPMEN	101.123.221		Gobel		185 00067
	HARDWARE	9.94	SMALL TOOLS & HARDWARE	611.611.247		Hanson		185 00145
	HEAT SHRINK TUBING	21.46	GARAGE PARTS	801.801.249		Kulhavy		185 00039
	GLASS CLEANER	50.67	GARAGE PARTS	801.801.249		Robb		185 00086
	PARTS	49.20	ROAD MATERIALS	101.123.239		Robb		185 00105
	RAIN JACKETS AND PANTS	160.00	UNIFORMS	637.637.244		Robb		185 00382
	RAIN JACKETS AND PANTS	291.29	UNIFORMS & DRY GOODS	101.123.244		Robb		185 00383
	NUTS AND BOLTS	137.49	GARAGE PARTS	801.801.249		Robb		185 00404
	RAIN JACKETS AND PANTS	91.06	UNIFORMS & DRY GOODS	801.801.244		Robb		185 00405
	CABLE TIES	122.91	GARAGE PARTS	801.801.249		Robb		185 00412
	ELECTRICAL SUPPLIES	37.08	REP. & MAINT. - EQUIPMEN	101.126.221		Ryken		185 00005
	FASTENERS	11.35	REP. & MAINT. - EQUIPMEN	101.126.221		Ryken		185 00075
	PARK SUPPLIES	35.91	REP. & MAINT. - BUILDING	201.201.223		Snook		185 00141
	HARDWARE	18.83	SMALL TOOLS & HARDWARE	201.201.247		Snook		185 00293
	HARDWARE	8.21	SMALL TOOLS & HARDWARE	201.201.247		Vanwinkle		185 00255
		1,097.42	*VENDOR TOTAL					
FEDEX 97895630	EVIDENCE MAILING	13.14	POSTAGE	101.111.231		Brandt		185 00253
FORT PIERRE PIZZA RANC	TRAINING EXPENSE	43.00	TRAVEL EXPENSE	101.111.263		Foote		185 00386
FRED HAAR COMPANY YANK	GATOR REPAIRS	3,873.47	REP. & MAINT. - EQUIPMEN	201.201.221		Gleich		185 00106

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
FRED HAAR COMPANY YANK	LAWN MOWER BELT	39.98	REP. & MAINT. - BUILDING	101.125.223		Miles		185 00208
	OIL FILTER	18.42	REP. & MAINT. - PLANT	601.601.221		Peterson		185 00323
		3,931.87	*VENDOR TOTAL					
GAMETIME	PLAY STRUCTURE PARTS	393.27	REP. & MAINT. - BUILDING	201.201.223		Wattier		185 00384
GPS INDUSTRIES	GOLF CART GPS	1,920.00	GOLF CAR/GOLF CLUB RENTA	641.641.746		McHenry		185 00115
GRAHAM TIRE #19 YANKTO	MOWER REPAIRS	78.00	REP. & MAINT. - EQUIPMEN	201.201.221		Gleich		185 00163
GRAINGER	GASKETS	8.42	REP. & MAINT. - PLANT	601.601.221		Chytka		185 00232
	PUMP FITTINGS	39.24	REP. & MAINT. - PLANT	601.601.221		Chytka		185 00258
	JANITORIAL SUPPLIES	145.49	JANITORIAL SUPPLIES	101.142.236		Schmidt		185 00064
	POSTAGE	22.43	POSTAGE	101.142.231		Schmidt		185 00065
	JANITORIAL SUPPLIES	262.20	JANITORIAL SUPPLIES	101.142.236		Schmidt		185 00073
	POSTAGE	24.77	POSTAGE	101.142.231		Schmidt		185 00074
		502.55	*VENDOR TOTAL					
HACH COMPANY	PIPET LAB TOOL	592.58	MEDICAL, SAFETY, & LAB. S	601.601.243		Chytka		185 00132
HARD DRIVE CENTRAL	COPIES	61.87	PRINTING & BINDING	101.111.233		Brandt		185 00292
HILTI INC	SHOP EQUIPMENT	129.00	REP. & MAINT. - BUILDING	201.201.223		Frick		185 00192
HVACQUICKCOM	CONDENSATE REMOVAL PUMP	107.10	REP. & MAINT. - BUILDING	101.125.223		Homstad		185 00185
HY VEE 1633	TRAINING EXPENSE	9.65	TRAVEL EXPENSE	101.111.263		Nolz		185 00320
HY VEE 1899	EMPLOYEE PICNIC SUPPLIES	89.82	EMPLOYEE COMMITTEE	101.101.141		Berke-Hanson		185 00203
	DOC WORK PROGRAM	20.97	REP. & MAINT. - BUILDING	621.621.223		Bornitz		185 00241
	DOC WORK PROGRAM	13.68	REP. & MAINT. - BUILDING	201.201.223		Frick		185 00148
	DOC WORK PROGRAM	26.69	REP. & MAINT. - BUILDING	201.201.223		Frick		185 00364
	DOC WORK PROGRAM	10.00	REP. & MAINT. - BUILDING	101.141.223		Miles		185 00391
	SUPPLIES	10.49	MEDICAL & SAFETY SUPPLIE	101.123.243		Robb		185 00396
	SUPPLIES	10.48	MEDICAL & SAFETY SUPPLIE	631.631.243		Robb		185 00397
		182.13	*VENDOR TOTAL					
IACP	IACP MEMBERSHIP-FOOTE	75.00	MEMBERSHIP DUES	101.111.261		Foote		185 00096

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VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
INF* CITY DIRECTORIES	BOOK	380.00	BOOKS	101.142.340		Schmidt		185 00334
	POSTAGE	10.00	POSTAGE	101.142.231		Schmidt		185 00335
		390.00	*VENDOR TOTAL					
INK TECHNOLOGIES LLC	TONER	52.00	OFFICE SUPPLIES	208.208.232		Peters		185 00332
INT IN COMPLETE WIREL	PAGER REPAIR (8)	617.05	SMALL TOOLS & HARDWARE	101.114.247		Kurtenbach		185 00146
INT IN NATIONAL FIELD	SPECIAL EVENTS	60.00	SPECIAL EVENTS - ACTIVIT	211.231.575		Lacroix		185 00012
INT IN SEPI MARKETING	SPECIAL EVENTS	289.00	SPECIAL EVENTS - ACTIVIT	211.231.575		Lacroix		185 00001
INT*IN *POWERS PORT A	PORTA POTTS	500.00	CONTRACTED SERVICES - OP	201.201.204		McHenry		185 00272
	PORTA POTTS/4TH OF JULY	1,200.00	SPECIAL EVENTS - ACTIVIT	211.231.575		McHenry		185 00273
		1,700.00	*VENDOR TOTAL					
INTUIT *IN *BOOK PAGE	MAGAZINE SUBSCRIPTION	348.00	SUBSCRIPTIONS & PUBLICAT	101.142.235		Schmidt		185 00225
J.J BENJIS	COED SOFTBALL AWARDS	840.00	AWARDS	203.203.784		Wattier		185 00220
JACK S UNIFORMS & EQUI	DUTY BELT	59.95	REP. & MAINT. - EQUIPMEN	101.111.221		Brandt		185 00374
	EQUIPMENT	85.80	REP. & MAINT. - EQUIPMEN	101.111.221		Brandt		185 00381
	UNIFORMS	349.54	UNIFORMS	101.111.244		Brandt		185 00390
	NAME PLATE	25.84	REP. & MAINT. - EQUIPMEN	101.111.221		Brandt		185 00416
	DUTY BELT	50.95	REP. & MAINT. - EQUIPMEN	101.111.221		Brandt		185 00417
	UNIFORMS	348.54	UNIFORMS	101.111.244		Brandt		185 00421
		920.62	*VENDOR TOTAL					
JACKS UNIFORMS & EQUI	UNIFORM	19.00	UNIFORMS	101.111.244		Brandt		185 00136
JCL SOLUTIONS-SIOUX FA	CLEANING SUPPLIES	230.04	JANITORIAL SUPPLIES	203.203.236		Orr		185 00235
	CLEANING SUPPLIES	483.64	JANITORIAL SUPPLIES	201.201.236		Snook		185 00236
		713.68	*VENDOR TOTAL					
JIM PERRY MAGIC	SPECIAL EVENTS	149.00	SPECIAL EVENTS - ACTIVIT	211.231.575		Lacroix		185 00257
JIMMY JOHNS - 3631	INVESTIGATION EXPENSE	51.93	PROFESSIONAL SERVICES	101.111.202		Brandt		185 00193

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
JOHNSON CONTROLS SS	CLEAN BOILERS	2,200.75	REP. & MAINT. - BUILDING	202.202.223		McHenry		185 00242
	HVAC MAINTENANCE	2,007.36	CONTRACTED SERVICES	203.203.204		McHenry		185 00247
		4,208.11	*VENDOR TOTAL					
J2 *METROFAX	FAX SERVICE	7.95	PROFESSIONAL SERVICES	601.601.202		Chytka		185 00345
KAISER HEATING AND COO	SHOP REPAIRS	262.74	REP. & MAINT. - BUILDING	201.201.223		McHenry		185 00135
KAISER REFRIGERATION I	EQUIPMENT REPAIRS	31.99	REP. & MAINT. - EQUIPMEN	204.204.221		Delozier		185 00182
	EQUIPMENT REPAIRS	26.70	REP. & MAINT. - EQUIPMEN	204.204.221		Delozier		185 00291
	EQUIPMENT REPAIRS	54.97	REP. & MAINT. - EQUIPMEN	204.204.221		Delozier		185 00315
	BREAK ROOM FRIDGE LIGHT	7.99	REP. & MAINT. - PLANT	611.611.221		Gusso		185 00346
	WEED TRIMMER REPAIR	66.95	REP. & MAINT. - PLANT	611.611.221		Hanson		185 00147
	PARK SUPPLIES	49.99	REP. & MAINT. - BUILDING	201.201.223		Kortan		185 00217
	PARK SUPPLIES	274.11	REP. & MAINT. - BUILDING	201.201.223		Kortan		185 00395
	LIGHT BULB	31.01	REP. & MAINT. - EQUIPMEN	101.127.221		Ryken		185 00211
	EQUIPMENT REPAIRS	88.10	REP. & MAINT. - EQUIPMEN	201.201.221		Snook		185 00020
	EQUIPMENT SUPPLIES	23.99	REP. & MAINT. - EQUIPMEN	201.201.221		Snook		185 00113
	EQUIPMENT SUPPLIES	77.98	REP. & MAINT. - EQUIPMEN	201.201.221		Snook		185 00188
	TRIPP PARK REPAIRS	35.99	REP. & MAINT. - BUILDING	201.201.223		Vanwinkle		185 00004
	CHAINSAW REPAIR	55.65	REP. & MAINT. - EQUIPMEN	201.201.221		Vanwinkle		185 00254
	EQUIPMENT REPAIR	78.46	REP. & MAINT. - EQUIPMEN	201.201.221		Wampol		185 00110
	EQUIPMENT REPAIR	350.94	REP. & MAINT. - EQUIPMEN	201.201.221		Wampol		185 00353
		1,254.82	*VENDOR TOTAL					
KFC F275008	DOC WORK PROGRAM	34.70	REP. & MAINT. - BUILDING	101.141.223		Miles		185 00361
KOPETSKYS ACE HDWE	SPECIAL EVENTS	59.99	SPECIAL EVENTS - ACTIVIT	211.231.575		Frick		185 00324
	TOOLS	63.96	SMALL TOOLS & HARDWARE	601.601.247		Kuehler		185 00372
	FASTENERS	3.88	REP. & MAINT. - VEHICLES	101.114.222		Kurtenbach		185 00308
	STEP LADDER	49.99	SMALL TOOLS & HARDWARE	101.114.247		Kurtenbach		185 00406
	PAINT SUPPLIES	5.78	REP. & MAINT. - BUILDING	611.611.223		Monson		185 00151
	PAINT	10.98	REP. & MAINT. - BUILDING	101.127.223		Ryken		185 00339
	CLEANING SUPPLIES	42.98	JANITORIAL SUPPLIES	201.201.236		Snook		185 00019
	HARDWARE	37.56	SMALL TOOLS & HARDWARE	201.201.247		Snook		185 00037
	PARK SUPPLIES	62.85	REP. & MAINT. - BUILDING	201.201.223		Snook		185 00123
	CLEANING SUPPLIES	21.98	JANITORIAL SUPPLIES	201.201.236		Snook		185 00240
	HARDWARE	13.77	SMALL TOOLS & HARDWARE	201.201.247		Snook		185 00290
	HARDWARE	1.00	SMALL TOOLS & HARDWARE	201.201.247		Snook		185 00413
	FILTERS	19.97	REP. & MAINT. - PLANT	601.601.221		Tramp		185 00277
	WEDEATER REPAIR	65.90	REP. & MAINT. - EQUIPMEN	201.201.221		Vanwinkle		185 00048
	LEAF BLOWER REPAIR	32.00	REP. & MAINT. - BUILDING	201.201.223		Vanwinkle		185 00313
	WEDEATER REPAIR	41.99	REP. & MAINT. - EQUIPMEN	201.201.221		Vanwinkle		185 00329
		534.58	*VENDOR TOTAL					

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
LANGUAGE LINE	INTERP SERVICES	38.60	PROFESSIONAL SERVICES	101.111.202		Brandt		185 00276
LARRYS HEATING AND COO	FURNACE FILTERS CREDIT	585.00CR	REP. & MAINT. - BUILDING	801.801.223		Robb		185 00314
	FURNACE FILTERS	585.00	REP. & MAINT. - BUILDING	801.801.223		Robb		185 00352
	FILTER	342.00	REP. & MAINT. - EQUIPMEN	101.126.221		Ryken		185 00082
		342.00	*VENDOR TOTAL					
MAG*RENEW SPORTS ILLUS	SUBSCRIPTIONS	59.95	SUBSCRIPTIONS & PUBLICAT	203.203.235		McHenry		185 00418
MARK S MACHINERY INC	MOWER REPAIRS	230.85	REP. & MAINT. - EQUIPMEN	621.621.221		Bornitz		185 00394
	MOWER REPAIRS	174.00	REP. & MAINT. - EQUIPMEN	201.201.221		Gleich		185 00244
	MOWER REPAIRS	280.13	REP. & MAINT. - EQUIPMEN	204.204.221		Gleich		185 00341
		684.98	*VENDOR TOTAL					
MCDONALD S F4208	DOC WORK PROGRAM	26.17	REP. & MAINT. - BUILDING	101.141.223		Miles		185 00356
	DOC WORK PROGRAM	25.75	REP. & MAINT. - BUILDING	101.127.223		Miles		185 00359
		51.92	*VENDOR TOTAL					
MEAD LUMBER YANKTON	SHOP SUPPLIES	138.40	REP. & MAINT. - BUILDING	201.201.223		McHenry		185 00375
	SURFACE BONDING	17.49	REP. & MAINT. - BUILDING	101.125.223		Miles		185 00403
	TRIPP PARK SUPPLIES	1,415.14	REP. & MAINT. - BUILDING	201.201.223		Vanwinkle		185 00018
	TRIPP PARK SUPPLIES	1,894.16	REP. & MAINT. - BUILDING	201.201.223		Vanwinkle		185 00274
	TRIPP PARK SUPPLIES	8.49	REP. & MAINT. - BUILDING	201.201.223		Vanwinkle		185 00360
		3,473.68	*VENDOR TOTAL					
MENARDS YANKTON SD	HINGES AND CLASPS	11.28	ABATEMENT	101.106.204		Bies		185 00119
	CEMETERY SUPPLIES	7.22	REP. & MAINT. - BUILDING	621.621.223		Bornitz		185 00099
	EQUIPMENT MAINTENANCE	9.95	REP. & MAINT. - EQUIPMEN	621.621.221		Bornitz		185 00109
	BASEBALL POLE	77.74	REP. & MAINT. - BUILDING	201.201.223		Eskens		185 00198
	SPRING	3.29	REP. & MAINT. - PLANT	601.601.221		Fischer		185 00089
	SHOP SUPPLIES	19.84	REP. & MAINT. - BUILDING	201.201.223		Gleich		185 00102
	CHEMICAL DOSING	6.56	REP. & MAINT. - PLANT	611.611.221		Hanson		185 00187
	PARK SUPPLIES	45.98	REP. & MAINT. - BUILDING	201.201.223		Kortan		185 00049
	PARK SUPPLIES	2.45	REP. & MAINT. - BUILDING	201.201.223		Kortan		185 00097
	CLEANING SUPPLIES	11.04	REP. & MAINT. - BUILDING	101.114.223		Kurtenbach		185 00392
	AIR FRESHENERS	5.82	JANITORIAL SUPPLIES	101.125.236		Miles		185 00370
	LIGHT	8.87	REP. & MAINT. - EQUIPMEN	101.114.221		Nickles		185 00267
	1" COUPLER & 1" T	14.23	SMALL TOOLS & HARDWARE	101.123.247		Rohde		185 00212
	PVC PIPE	53.01	REP. & MAINT. - EQUIPMEN	101.127.221		Ryken		185 00204
	JANITORIAL SUPPLIES	14.09	JANITORIAL SUPPLIES	101.127.236		Ryken		185 00301
	BUILDING SUPPLIES	43.05	REP. & MAINT. - BUILDING	101.127.223		Ryken		185 00328
	BUILDING SUPPLIES	37.47	REP. & MAINT. - BUILDING	101.127.223		Ryken		185 00369
	BUILDING SUPPLIES	99.16	REP. & MAINT. - BUILDING	101.127.223		Ryken		185 00376

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
MENARDS YANKTON SD								
	CHEMICALS	59.97	CHEMICALS & GASES	201.201.240		Snook		185 00083
	PARK SUPPLIES	62.34	REP. & MAINT. - BUILDING	201.201.223		Snook		185 00213
	PARK SUPPLIES	99.95	REP. & MAINT. - BUILDING	201.201.223		Snook		185 00389
	THERMOSTAT	50.44	REP. & MAINT. - PLANT	601.601.221		Tramp		185 00243
	TRIPP PARK SUPPLIES	90.55	REP. & MAINT. - BUILDING	201.201.223		Vanwinkle		185 00036
	TRIPP PARK SUPPLIES	6.44	REP. & MAINT. - BUILDING	201.201.223		Vanwinkle		185 00084
	TRIPP PARK SUPPLIES	32.29	REP. & MAINT. - BUILDING	201.201.223		Vanwinkle		185 00087
	TRIPP PARK SUPPLIES	113.23	REP. & MAINT. - BUILDING	201.201.223		Vanwinkle		185 00121
	TRIPP PARK SUPPLIES	23.48	REP. & MAINT. - BUILDING	201.201.223		Vanwinkle		185 00153
	TRIPP PARK SUPPLIES	16.64	REP. & MAINT. - BUILDING	201.201.223		Vanwinkle		185 00157
	SHOP SUPPLIES	29.68	REP. & MAINT. - BUILDING	201.201.223		Vanwinkle		185 00227
	TRIPP PARK SUPPLIES	25.22	REP. & MAINT. - BUILDING	201.201.223		Vanwinkle		185 00270
	TRIPP PARK SUPPLIES	7.99	REP. & MAINT. - BUILDING	201.201.223		Vanwinkle		185 00358
	TRIPP PARK SUPPLIES	301.92	REP. & MAINT. - BUILDING	201.201.223		Vanwinkle		185 00362
	TRIPP PARK SUPPLIES	78.05	REP. & MAINT. - BUILDING	201.201.223		Vanwinkle		185 00402
		1,469.24	*VENDOR TOTAL					
MIDWEST TURF & IRRIGAT								
	MOWER REPAIRS	484.26	REP. & MAINT. - EQUIPMEN	201.201.221		Gleich		185 00088
MOZAKS FLOORS & MORE								
	ADULT CRAFT SUPPLIES	45.00	RECREATION SUPPLIES	701.701.242		Lippert		185 00166
NIHCA								
	CONTRACTED SERVICE	99.00	CONTRACTED SERVICES	203.203.204		Orr		185 00239
OLSONS PEST TECHNICIAN								
	PEST CONTROL	180.00	PROFESSIONAL SERVICES	101.142.202		Schmidt		185 00409
ONE OFFICE SOLUTION -								
	CHAIRS	2,388.00	EQUIPMENT	101.102.350		Bailey		185 00122
	OFFICE DESK	573.00	EQUIPMENT	101.102.350		Bailey		185 00297
	OFFICE SUPPLIES	45.00	OFFICE SUPPLIES	201.201.232		Kortan		185 00137
		3,006.00	*VENDOR TOTAL					
OREILLY AUTO #3232								
	BATTERY	80.16	GARAGE PARTS	801.801.249		Kulhavy		185 00035
	FUEL DRIVER	100.27	GARAGE PARTS	801.801.249		Kulhavy		185 00068
	ROCKER SWITCH	14.97	GARAGE PARTS	801.801.249		Kulhavy		185 00138
	CORE CREDIT	50.00CR	GARAGE PARTS	801.801.249		Kulhavy		185 00156
	STARTER AND CORE CHARGE	299.99	GARAGE PARTS	801.801.249		Kulhavy		185 00161
	POWER WASHER SOAP	31.16	GARAGE PARTS	801.801.249		Kulhavy		185 00265
	BRAKE LINE	9.14	GARAGE PARTS	801.801.249		Kulhavy		185 00268
	SWITCHES AND AIR NOZZLE	20.97	REP. & MAINT. - VEHICLES	101.114.222		Nickles		185 00373
		506.66	*VENDOR TOTAL					
PIERRE RAMKOTA								
	COMMISSIONER ORIENTATION	101.00	CONFERENCE & MEETINGS	101.101.265		Bailey		185 00152

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VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
PIERRE RAMKOTA CONFERENCE LODGING	116.46 217.46	CONFERENCE & MEETINGS *VENDOR TOTAL	101.106.265		Homstad		185 00100
PITNEY BOWES PBP POSTAGE	200.00	POSTAGE	101.142.231		Schmidt		185 00348
PIZZA MAN OF SOUTH DAK TRAINING EXPENSE	16.20	TRAVEL EXPENSE	101.111.263		Pekarek		185 00307
PONCA STATE PARK SUMMER PROGRAM	538.00	RECREATION SUPPLIES	203.203.242		Orr		185 00098
PRH*AR800-733-3000 CD BOOK	33.75	AV - CAPITAL	101.142.342		Schmidt		185 00325
PROVANTAGE INTERNET ACCESS	3,259.00	OFFICE SUPPLIES	101.105.232		Johnson		185 00400
PUSH PEDAL PULL-CORPOR EQUIPMENT REPAIRS	459.09	REP. & MAINT. - EQUIPMEN	203.203.221		McHenry		185 00069
QT 236 02002368 TRAINING EXPENSE	28.88	TRAVEL EXPENSE	101.111.263		Brandt		185 00072
RAPID CITY JOURNAL NEWSPAPER SUBSCRIPTION	390.00	SUBSCRIPTIONS & PUBLICAT	101.142.235		Schmidt		185 00118
RIVERSIDE HYDRAULICS, POWER WASHER HOSE & ENDS O-RINGS, FITTING WIRE	219.84 291.20 511.04	REP. & MAINT. - EQUIPMEN GARAGE PARTS *VENDOR TOTAL	101.123.221 801.801.249		Jensen Jensen		185 00209 185 00210
ROADSIDE C-STORE FUEL - CONFERENCE	26.70	CONFERENCE & MEETINGS	101.106.265		Homstad		185 00081
SD DISCOVERY CENTER SUMMER READING PROGRAM	322.62	RECREATION SUPPLIES	701.701.242		Raiche		185 00101
SD LIBRARY ASSOCIATION SDLA MEMBERSHIP DUES	80.00	MEMBERSHIP DUES	101.142.261		Schmidt		185 00054
SDSU IPAY STATEWIDE GIS CONFERENCE	55.00	CONFERENCE & MEETINGS	101.105.265		Yonke		185 00047
SHELL OIL 10015518003 TRAINING EXPENSE	26.36	CONFERENCE & MEETINGS	208.208.265		Hussein		185 00414
SHELL OIL 12435361006 BOTTLED WATER ICE - MUSIC AT MERIDIAN	5.99 9.18	REP. & MAINT. - BUILDING REP. & MAINT. - BUILDING	201.201.223 201.201.223		Larson Larson		185 00296 185 00300

P-Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
SHELL OIL 12435361006		15.17	*VENDOR TOTAL					
SHERWIN WILLIAMS 70301								
	PAINTING SUPPLIES	28.30	REP. & MAINT. - BUILDING	611.611.223		Hanson		185 00142
	PAINT	25.90	REP. & MAINT. - BUILDING	101.125.223		Miles		185 00120
	PAINT	84.98	REP. & MAINT. - BUILDING	101.127.223		Ryken		185 00024
	PAINT	81.14	REP. & MAINT. - BUILDING	101.127.223		Ryken		185 00398
	TRIPP PARK SUPPLIES	46.09	REP. & MAINT. - BUILDING	201.201.223		Vanwinkle		185 00044
	TRIPP PARK SUPPLIES	131.10	REP. & MAINT. - BUILDING	201.201.223		Vanwinkle		185 00051
		397.51	*VENDOR TOTAL					
SHUR-CO OUTLETSERVICE								
	MISCELLANEOUS LABOR	150.00	GARAGE PARTS	801.801.249		Kulhavy		185 00143
	TARP, TARP STOP, ROLL TUBE	979.05	GARAGE PARTS	801.801.249		Kulhavy		185 00174
	TARP REPAIRS	566.85	GARAGE PARTS	801.801.249		Kulhavy		185 00196
		1,695.90	*VENDOR TOTAL					
SIOUX CITY JOURNAL CIR								
	NEWSPAPER SUBSCRIPTION	485.31	SUBSCRIPTIONS & PUBLICAT	101.142.235		Schmidt		185 00365
SLIM CHICKENS								
	TRAINING EXPENSE	8.59	TRAVEL EXPENSE	101.111.263		Nolz		185 00021
SNAP GEOFILTERS								
	SPECIAL EVENTS	21.38	SPECIAL EVENTS - ACTIVIT	211.231.575		Orr		185 00321
SOUTH DAKOTA PARKS AND								
	SDPRA REGISTRATION	180.00	CONFERENCE & MEETINGS	201.201.265		McHenry		185 00179
	SDPRA REGISTRATION	180.00	CONFERENCE & MEETINGS	201.201.265		McHenry		185 00180
	SDPRA REGISTRATION	180.00	CONFERENCE & MEETINGS	203.203.265		McHenry		185 00183
		540.00	*VENDOR TOTAL					
SOUTHWES 5262101952362								
	TRANSPORTATION TO IACP	229.96	TRAVEL EXPENSE	101.111.263		Harris		185 00017
SP * DESKTOPSUPPLIES								
	OFFICE SUPPLIES	159.80	OFFICE SUPPLIES	101.106.232		Goeden		185 00411
SQU SQ BOSTON SHOES T								
	UNIFORM BOOTS	136.32	UNIFORMS	101.111.244		Nolz		185 00165
SQU SQ HANSON BRIGGS								
	OFFICE SUPPLIES	152.39	OFFICE SUPPLIES	101.142.232		Schmidt		185 00144
SQU*SQ *EXPRESSIONS PH								
	COP CARDS	767.00	PROFESSIONAL SERVICES	101.111.202		Bailey		185 00377
SQU*SQ *WILLA B S BIST								
	PROGRAM SUPPLIES	25.00	PROGRAM SUPPLIES	101.142.242		Dobrovolny		185 00271

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
STURDEVANTS-YANKTON #1								
	MOWER REPAIRS	11.91	REP. & MAINT. - EQUIPMEN	201.201.221		Gleich		185 00140
	SHOP SUPPLIES	68.00	REP. & MAINT. - BUILDING	201.201.223		Gleich		185 00149
	TRUCK REPAIRS	454.50	REP. & MAINT. -VEHICLES	201.201.222		Gleich		185 00170
		534.41	*VENDOR TOTAL					
TACO JOHNS 9959								
	TRAINING EXPENSE	9.87	TRAVEL EXPENSE	101.111.263		O'Farrell		185 00422
THE LIBRARY STORE INC.								
	CREDIT FOR TAX CHARGED	11.16CR	OFFICE SUPPLIES	101.142.232		Dobrovolny		185 00205
	OFFICE SUPPLIES	168.51	OFFICE SUPPLIES	101.142.232		Dobrovolny		185 00218
	POSTAGE	14.27	POSTAGE	101.142.231		Dobrovolny		185 00219
		171.62	*VENDOR TOTAL					
THE UPS STORE #6716								
	WATER SAMPLES POSTAGE	11.82	POSTAGE	601.601.231		Fischer		185 00248
	SHIPPING	169.73	REP. & MAINT. - EQUIPMEN	101.126.221		Ryken		185 00287
		181.55	*VENDOR TOTAL					
THOMSON WEST TCD								
	BOOKS	219.26	BOOKS	101.142.340		Schmidt		185 00129
TMA YANKTON								
	MOWER REPAIRS	146.90	REP. & MAINT. - EQUIPMEN	201.201.221		Gleich		185 00057
	MOWER REPAIRS	25.20	REP. & MAINT. - EQUIPMEN	201.201.221		Gleich		185 00344
	TUBING	8.24	GARAGE PARTS	801.801.249		Kulhavy		185 00309
	TIRE REPAIR, RIM, O-RING	509.00	GARAGE PARTS	801.801.249		Kulhavy		185 00337
		689.34	*VENDOR TOTAL					
TRACTOR-SUPPLY-CO #026								
	SHOP SUPPLIES	21.46	REP. & MAINT. - BUILDING	201.201.223		Gleich		185 00093
TRUCK TRAILER SALES & ALTERNATOR, BELTS ALIGN		1,258.36	GARAGE PARTS	801.801.249		Jensen		185 00038
USA BLUE BOOK								
	METER SUPPLIES	442.20	REPAIR & MAINT.-WATER ME	601.601.227		Garvey		185 00186
	LIFT STATION FLOATS	234.11	REP. & MAINT. - COLLECTI	611.611.226		Hanson		185 00125
		676.31	*VENDOR TOTAL					
USPS PO 4698100078								
	POSTAGE	14.15	POSTAGE	101.111.231		Larson		185 00013
	POSTAGE	4.39	POSTAGE	101.111.231		Larson		185 00052
	POSTAGE	35.25	POSTAGE	101.111.231		Larson		185 00128
	POSTAGE	15.05	POSTAGE	101.111.231		Larson		185 00184
	POSTAGE	28.30	POSTAGE	101.111.231		Larson		185 00327
		97.14	*VENDOR TOTAL					

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
VCN YANKTONRODCTR	RECORDING FEES	32.50	SUBSCRIPTIONS & PUBLICAT	101.106.235		Bies		185 00030
VCN*YANKTONRODCTR	RECORDING FEES	92.70	31ST STREET-PEDESTRIAN E	506.572.379		Bies		185 00259
VIDDLER INC	VIDEO HOSTING	41.48	PROFESSIONAL SERVICES	101.101.202		Johnson		185 00223
VZWRSS*MY VZ VB P	INTERNET ACCESS	111.02	OFFICE SUPPLIES	101.105.232		Johnson		185 00378
	IPADS	1,059.98	EQUIPMENT	101.105.350		Johnson		185 00379
	INTERNET ACCESS	1,412.16	OFFICE SUPPLIES	101.105.232		Johnson		185 00415
	INTERNET ACCESS	160.04	INTERNET ACCESS	101.105.270		Johnson		185 00419
		2,743.20	*VENDOR TOTAL					
WAL-MART #1483	DVDS	76.80	AV - CAPITAL	101.142.342		Dobrovolny		185 00249
	PROGRAM SUPPLIES	26.97	PROGRAM SUPPLIES	101.142.242		Dobrovolny		185 00250
	CUPS FOR BASEBALL	55.84	REP. & MAINT. - BUILDING	201.201.223		Frick		185 00331
	SPECIAL EVENTS	50.07	SPECIAL EVENTS - ACTIVIT	211.231.575		Frick		185 00385
	OFFICE SUPPLIES	8.44	OFFICE SUPPLIES	201.201.232		Kortan		185 00154
	OFFICE SUPPLIES	15.58	OFFICE SUPPLIES	201.201.232		Kortan		185 00158
	SPECIAL EVENTS	9.51	SPECIAL EVENTS - ACTIVIT	211.231.575		Lacroix		185 00028
	MUSIC AT THE MERIDIAN	8.92	REP. & MAINT. - BUILDING	201.201.223		Larson		185 00303
	SUMMER PROGRAMS	52.55	RECREATION SUPPLIES	203.203.242		McHenry		185 00330
	SPECIAL EVENTS	56.03	SPECIAL EVENTS - ACTIVIT	211.231.575		Orr		185 00326
	SAFETY CITY EQUIPMENT	50.00	PUBLIC EDUCATION EXPENDI	101.111.251		Parker		185 00256
	SCISSORS	17.94	REP. & MAINT. - EQUIPMEN	101.111.221		Pekarek		185 00246
	DVD'S	27.92	AV - CAPITAL	101.142.342		Raiche		185 00316
	OFFICE SUPPLIES	17.96	OFFICE SUPPLIES	101.142.232		Raiche		185 00317
	SUMMER READING SUPPLIES	33.17	RECREATION SUPPLIES	701.701.242		Raiche		185 00318
	OFFICE SUPPLIES	8.58	OFFICE SUPPLIES	203.203.232		Wattier		185 00111
	REC SUPPLIES	23.53	RECREATION SUPPLIES	203.203.242		Wattier		185 00194
	REC SUPPLIES	22.68	RECREATION SUPPLIES	202.202.242		Wattier		185 00195
	TEEN NIGHT	28.14	RECREATION SUPPLIES	202.202.242		Wattier		185 00202
	RECREATION SUPPLIES	53.72	RECREATION SUPPLIES	202.202.242		Wattier		185 00304
	RECREATION SUPPLIES	27.96	RECREATION SUPPLIES	203.203.242		Wattier		185 00305
	REC SUPPLIES	80.86	RECREATION SUPPLIES	203.203.242		Wattier		185 00410
		753.17	*VENDOR TOTAL					
WALGREENS #9806	OFFICE SUPPLIES	35.94	OFFICE SUPPLIES	601.601.232		Kuehler		185 00014
	OFFICE SUPPLIES	12.48	OFFICE SUPPLIES	201.201.232		McHenry		185 00342
		48.42	*VENDOR TOTAL					
WENGER CORPORATION	STAGE	4,047.50	SPECIAL EVENTS - ACTIVIT	211.231.575		Lacroix		185 00238

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
WM SUPERCENTER #1483								
	EMPLOYEE APPRECIATION	92.71	PROFESSIONAL SERVICES	101.102.202		Bailey		185 00079
	DOC WORK PROGRAM	20.94	REP. & MAINT. - BUILDING	621.621.223		Bornitz		185 00269
	DVDS	54.84	AV - CAPITAL	101.142.342		Dobrovolny		185 00126
	PAPER TOWELS	30.34	MEDICAL, SAFETY, & LAB. S	601.601.243		Fischer		185 00263
	SPECIAL EVENTS	27.36	SPECIAL EVENTS - ACTIVIT	211.231.575		Lacroix		185 00237
	OFFICE SUPPLIES	53.87	OFFICE SUPPLIES	601.601.232		Mason		185 00262
	SUMMER PROGRAMS	57.38	RECREATION SUPPLIES	203.203.242		Orr		185 00306
	OFFICE SUPPLIES	17.44	OFFICE SUPPLIES	101.111.232		Parker		185 00117
	DVDS	47.88	AV - CAPITAL	101.142.342		Raiche		185 00060
	JANITORIAL SUPPLIES	5.20	JANITORIAL SUPPLIES	101.142.236		Raiche		185 00061
	SUMMER READING	12.98	RECREATION SUPPLIES	701.701.242		Raiche		185 00062
	STAFF APPRECIATION	7.94	RECREATION SUPPLIES	701.701.242		Raiche		185 00063
	REC SUPPLIES	33.38	RECREATION SUPPLIES	203.203.242		Wattier		185 00002
	REC SUPPLIES	28.05	RECREATION SUPPLIES	202.202.242		Wattier		185 00003
	REC SUPPLIES	9.96	RECREATION SUPPLIES	203.203.242		Wattier		185 00006
	CLEANING SUPPLIES	16.82	JANITORIAL SUPPLIES	202.202.236		Wattier		185 00130
	FRUIT	24.25	RECREATION SUPPLIES	203.203.242		Wattier		185 00131
		541.34	*VENDOR TOTAL					
WM SUPERCENTER #3734								
	SUMMER READING SUPPLIES	4.94	RECREATION SUPPLIES	701.701.242		Raiche		185 00160
YANKTON AREA CHAMBER O								
	ADVERTISING	60.00	PUBLISHING	201.201.211		Lacroix		185 00189
YANKTON MEDICAL CLINIC								
	FIREFIGHTER PHYSICAL	258.50	EXAMINATIONS	101.114.205		Kurtenbach		185 00016
YANKTON NURSERIES LLC								
	ARBORVITAE TREE	36.00	AGRICULTURAL SUPPLIES	611.611.241		Hanson		185 00162
YANKTON WINNELSON CO								
	REPLACEMENT FAUCET	312.47	REP. & MAINT. - BUILDING	101.141.223		Miles		185 00343
	PARK SUPPLIES	59.80	REP. & MAINT. - BUILDING	201.201.223		Snook		185 00286
		372.27	*VENDOR TOTAL					
YANKTONMEDIAINC								
	D DAY AD	128.00	PUBLISHING	101.102.211		Bailey		185 00139
	NEWSPAPER SUBSCRIPTION	133.09	SUBSCRIPTIONS & PUBLICAT	101.142.235		Schmidt		185 00333
		261.09	*VENDOR TOTAL					
YEARLI.COM								
	SUBSCRIPTION	99.00	SUBSCRIPTIONS & PUBLICAT	101.104.235		Clough		185 00199
YKT JANITORIAL & DT SC								
	GARBAGE CAN LINERS	124.50	JANITORIAL SUPPLIES	101.141.236		Miles		185 00042
	PAPER PRODUCTS, FLOOR MAT	219.64	REP. & MAINT. - BUILDING	101.125.223		Miles		185 00043
	GARBAGE CAN LINERS	89.50	JANITORIAL SUPPLIES	101.141.236		Miles		185 00367
	FLOORING SUPPLIES	643.85	REP. & MAINT. - BUILDING	101.141.223		Miles		185 00387
	PAPER PRODUCTS	399.74	JANITORIAL SUPPLIES	101.125.236		Miles		185 00408

P-Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
YKT JANITORIAL & DT SC	JANITORIAL SUPPLIES	72.25	JANITORIAL SUPPLIES	101.127.236		Ryken		185 00029
	JANITORIAL SUPPLIES	100.06	JANITORIAL SUPPLIES	101.127.236		Ryken		185 00070
		1,649.54	*VENDOR TOTAL					
1821 DOMINOS PIZZA	TEEN NIGHT	95.84	RECREATION SUPPLIES	202.202.242		Wattier		185 00191

VENDOR NAME								
DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID LINE
REPORT TOTALS:	75,885.35							

RECORDS PRINTED - 000422

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
101	GENERAL FUND	29,944.11
201	PARKS AND RECREATION	17,609.03
202	PARK IMPROVEMENT	2,814.68
203	SUMMIT ACTIVITY CENTER	5,123.47
204	MARNE CREEK	468.79
208	911/DISPATCH	199.93
211	LODGING SALES TAX	8,742.74
506	SPECIAL CAPITAL IMPROV	92.70
601	WATER OPERATION	1,571.31
611	WASTE WATER OPERATION	805.88
621	CEMETERY OPERATION	512.01
631	SOLID WASTE	10.48
637	JOINT POWER	160.00
641	GOLF COURSE	1,920.00
701	LIBRARY TRUST	528.81
801	CENTRAL GARAGE	5,381.41
TOTAL ALL FUNDS		75,885.35

BANK RECAP:

BANK	NAME	DISBURSEMENTS
1DAK	FIRST DAKOTA NAT'L BANK CORP	75,885.35
TOTAL ALL BANKS		75,885.35

THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.

DATE APPROVED BY

.....

.....



OFFICE OF THE CITY MANAGER

www.cityofyankton.org

VOL. 54, NUMBER 15

Commission Information Memorandum

The Yankton City Commission meeting on Monday, August 8, 2019, will begin at 7:00 pm.

Non-Agenda Items of Interest

1) Police Department Update

Commander Brandt and Det. O'Farrell attended certification training regarding the Computer Voice Stress Analyzer.

School Resource Officer Preston Crissey attended an Advanced SRO Training Course. Officer Crissey is back in the schools in advance of the 2019-2020 school year.

Commander Brandt attended the SPARK Executive Board meeting.

Sgt. Bruening and CSO Parker presented Achievement Certificates to children at the Boys and Girls Club of Yankton on July 31, 2019, for completing the You Can Too Program.

2) Community & Economic Department Update

Building Official Gregg Homstad attended a building code continuing education session sponsored by the South Dakota Building Officials on July 18-19 in Pierre. The session covered accessibility requirements for residential occupancies and provided the opportunity for obtaining continuing education units that are required to keep certifications current.

In facilities maintenance there were two items of note in July:

- A water heater at the Center unexpectedly began leaking a few weeks ago and based on the 20-year service of the unit it was deemed necessary to replace it at a cost of \$1,745.
- Community Development assisted the library with material selection and contractor coordination to replace the steel toilet partitions which may have been original to the building.

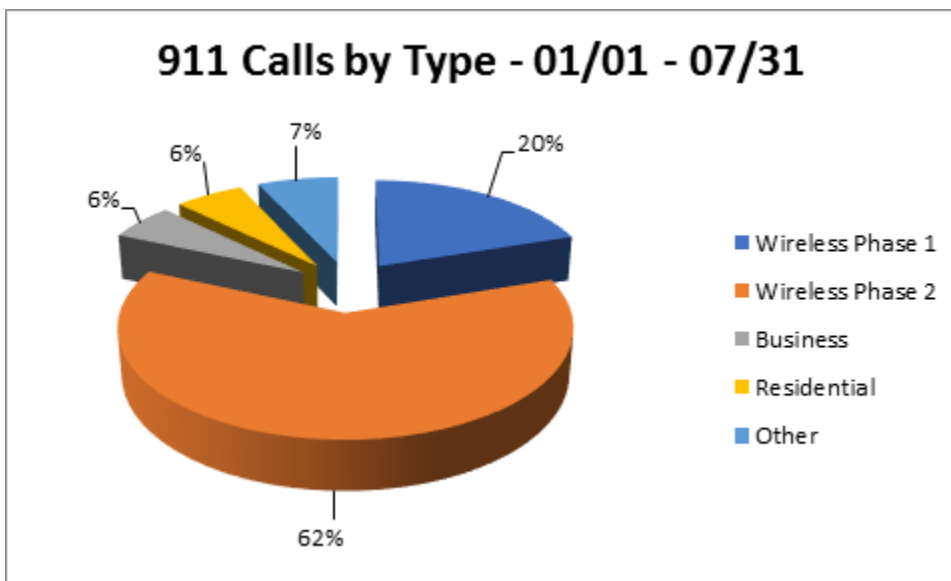
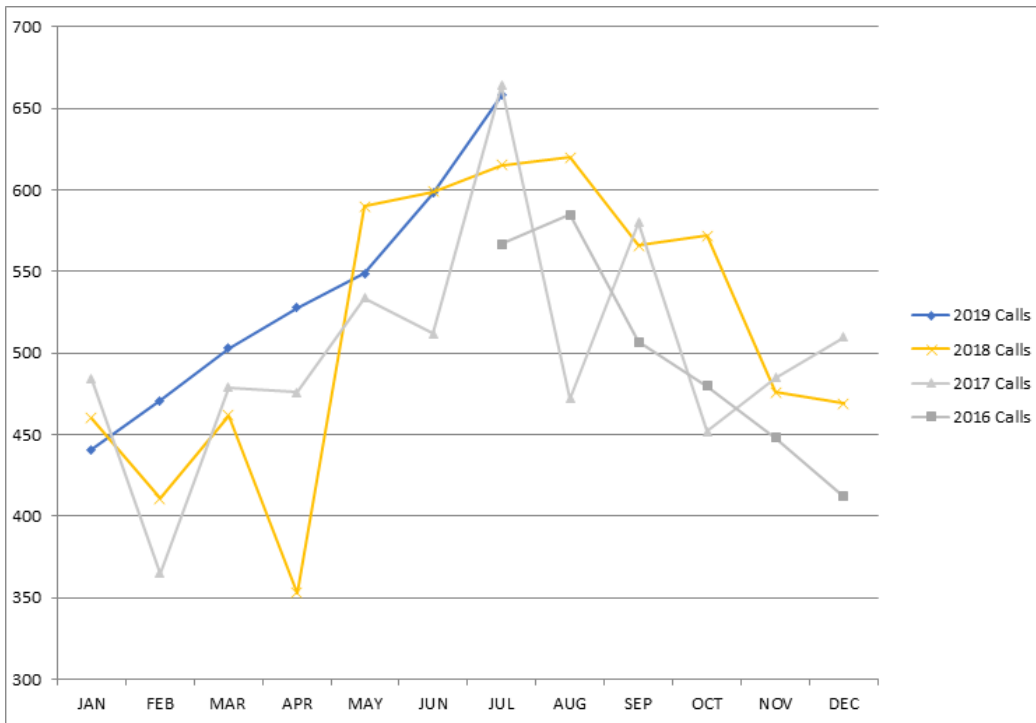
Maintenance in all of our facilities is an ongoing effort and it is always staff's goal to extract as much value as possible from our building and equipment stock.

3) Information Services Department Update

The agreement with RACOM has been signed for the console radio upgrade project. The project is expected to be completed in 180 days.

We are continuing to work with the communications building supplier for the west water tower and believe we are close to finalizing installation plans.

911 call volume is shown below. We continue to run above 2018. In addition, the pie chart shows the call by type for 911 calls. We are currently running around 60% Phase 2 (with actual caller location information included) and about 20% Phase 1 - with tower information only initially. The number of wireless 911 calls is up about 5% since 2016 when we switched to the new 911 system.



4) Finance Department Update

The Finance Office is working with city departments to compile the annual surplus property listing of vehicles, equipment and other miscellaneous items that have been determined to be no longer necessary, useful or suitable for the purpose for which they were acquired. The surplus resolution will be presented for commission action in September. Surplus property may be sold, traded, loaned, destroyed or otherwise disposed of pursuant to SDCL 6-13-1.

5) Human Resources Department Update

Because of Tim Garvey's retirement on August 2, his position of Water Distribution/Wastewater Collection Superintendent is open. We have started the advertising process and applications are being accepted until August 28, 2019. Tim had 32 years of service with the City.

Glenda Lanning, Library Assistant, put in her retirement effective August 1, 2019. She wanted to quietly retire with no reception or recognitions. We are looking at starting the advertising process for her position along with two open part-time Circulation Assistant positions that need to be filled. Glenda began employment part-time with the City in 1993 and in 2001 she was promoted to her position that included benefits.

6) Fire Department Update

The Yankton Fire Department held their Employer Appreciation Night on August 5 at Fire Station #2. YFD staff invited their employers and co-workers to an evening comprising of a social hour and meal to thank them for allowing their employees to be a part of the volunteer fire department. We absolutely could not have a volunteer fire department without the support of the employers of our members. We will continue to foster the support of the employers in our community as we will be looking for new volunteers again in the future and wish to retain the firefighters we currently have.

YFD took the Rescue Truck to the August 6 Yankton County Commission meeting for them to become more familiar with the Rescue Services we provide and the equipment that is used in our rescue missions. This is one portion of YFD's operation for which funding sources are not clear cut. Much of the equipment stored on the Rescue Truck and used for this mission has been funded through grants. We will be working with Yankton County, the City and the Yankton Fire Protection District to make these current and future funding sources more clear. This will provide us with a more clear path to maintaining and improving the growing demand for this vital service. YFD responds to all of Yankton County to provide rescue services in conjunction with the local fire departments and Yankton County EMS.

7) Public Works Department Update

The Street Department continues to patch asphalt in areas where curb and gutter was replaced as well as streets scheduled for seal coating later this summer. Crews are also preparing for the beginning of the school year by painting crosswalks near the schools and activating the school zone flashing lights.

Walnut Street from 2nd to 4th

All the glass for the "Yankton" lanterns has been installed. The contractor is reviewing the final pay estimate and change order items.

21st Street from Broadway Avenue to Douglas Avenue

All the water main has been installed. Slowey Construction has a little bit of storm sewer, in the Douglas Avenue intersection, to complete yet. Northwestern is in the process of relocating the electrical lines in the same intersection. Masonry Components will be making the final push to get the streets paved in time for the Riverboat Days parade and the start of school.

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

The contractor is waiting on the railroad to start the rail crossing replacement on West City Limits Road, as they will be doing the trail at that time.

8) Library Update

Another season of Summer Reading is now behind us. We had a great summer exploring the topic of space, encouraging lots of reading and hosting a wide variety of programs for all ages. Over 109,000 minutes of reading were logged by those birth through 5th grade readers and 1,052 books were logged by our registered teens and adults. We ended our Summer Reading Program with our second annual Talent Show. We partnered with Mount Marty College to host the talent show at Marian Auditorium and had a great variety of talent and lots of fun with over 100 in attendance.

Though we take a break from some of our regular programs in August, we still have plenty on the schedule for youth and adults. A couple special events include a meet-and greet event for people that are playing the new interactive Harry Potter game, Wizards Unite. The event will be held at 5:00pm on August 14 and will give players a chance to meet IRL (in real life) and to share tips and tricks about the game. Then, as encouraged by the game, they will make their way outside to “battle” and to visit some nearby “inns” to gain magic strength.

We will also be offering a free movie showing of Neither Wolf Nor Dog on Monday, August 26 at 6pm. The movie is based on this year’s One Book South Dakota selection by the same title by author Kent Nerburn.

9) Environmental 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 of 2020. The project is scheduled to start treating water in mid-September. The roofing contractors continue to work on the roof when weather allows. The roofing contractor is behind schedule. Concrete work has started on the flat surfaces outside the plant. The concrete contractor will be coming back after Riverboat Days.

S.J. Louis staff has demobilized from the gravity sewer project. City staff has met with the contractor and continue to negotiate a solution to complete the project. The City Attorney is scheduling mediation to begin in the next several weeks.

The contractor has finished the water main on the 21st Street Project. The 16” line on 21st Street is now back in service. This is the main line to feed the memorial tower.

10) Parks and Recreation Department Update

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

11) Monthly reports

Building and Salaries monthly reports are included for your review. Minutes from the Park Advisory 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

Commission Information Memorandum

PARKS AND RECREATION DEPARTMENT

SUMMIT ACTIVITIES CENTER and RECREATION PROGRAMS

2nd half of July information:

Fitness Classes-	
Early Bird Boot Camp class	34 participants
Power Abs	71 participants
Prime Time Senior class	112 participants
Tabata class	73 participants
Water aerobics	211 participants
Work-Out Express class	81 participants
Yoga classes	51 participants
Zumba class	37 participants

Rentals-

o Birthday rentals-	1 parties
o SAC courts-	0 hours
o Theater-	0 hours
o Meeting rooms-	0 hours
o City Hall courts-	6 hours
o Capital Building-	3 dates
o Riverside shelters-	9 rentals
o Memorial shelters-	5 rentals
o Westside shelter-	0 rentals
o Sertoma shelter-	0 rentals
o Tripp shelter-	0 rentals
o Meridian Bridge-	0 rental

SAC members-	2,006 people
SAC memberships-	1,036
SAC attendance-	2,513 visits (does not include GreatLIFE attendees)
New members-	36 people
Great Life reimbursement payment for May 2019:	\$1,552.50
Great Life reimbursement payment for June 2019:	\$1,300.50.

June and July- Summer Special 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.

The Yankton Summer Pool Pass is valid from May 1 to August 31 and can be used at the SAC Open Swims and at Memorial Pool during open swims.

The 2019 Music at the Meridian concert series began on July 4. The concert and fireworks were well attended. Music at the Meridian 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 with the Connecting Cultures group to plan an event for the evening of Thursday, August 22, that will take place on The Lawn at the Meridian Bridge Plaza. It will be similar to a Music at the Meridian event.

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

Brian Frick has been working to install more bricks for this year's addition to the Chopper Johnson Foundation brick walkway leading up to Shelter #3 at Riverside Park.

Westside Park Master Planning process has continued with work by Todd, Dave Mingo, and Eric Ambroson. A single concept was brought to the Parks Advisory Board and the public on August 5, at the Parks Advisory Board Meeting, for more input. There was some public comments at the meeting and those comments are being incorporated into the plan that will be presented to the City Commission on August 26. The proposed concept is based on the input gathered from the public meetings and the on-line feedback in regards to the three concept plans which were presented to the public.

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 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.

City of Yankton Building Report

Permits Issued in the month of July, 2019

Issue Date	Permit #	Owner Name & Address	Use	Valuation	Contractor Name & Address	Fees
07/01/2019	BLDG-19-0155	MARQUARDT, DOUG J 1519 Joseph Cir	Single Family Home - New	\$181,806.40	Drotzmann Construction P.O. Box 161 Yankton, SD 57078	\$460.00
07/02/2019	BLDG-19-0156	DP MANAGEMENT 2101 BROADWAY AVE	Commercial - Alteration/Repair	\$550,000.00	JIM WOOD COMPANY 3200 Shackelford Rd, Ste. 16 LITTLE ROCK, AR 72205	\$1,012.00
07/02/2019	BLDG-19-0157	STEWART CARPET CENTER LLC 1801 BROADWAY AVE	Windows/Doors	\$1,000.00	STEWART CARPET CENTER LLC 1803 1/2 BROADWAY AVE YANKTON, SD 57078	\$20.00
07/02/2019	BLDG-19-0158	HABITAT FOR HUMANITY YKTN CO 218 CAPITAL ST	Commercial - Alteration/Repair	\$250.00	HABITAT FOR HUMANITY YKTN CO 218 CAPITAL ST YANKTON, SD 57078	\$10.00
07/03/2019	BLDG-19-0159	Buckman, Tyler T 2201 MULBERRY ST	Windows	\$500.00	Buckman, Tyler T 2201 Mulberry ST YANKTON, SD 57078	\$20.00
07/08/2019	BLDG-19-0160	DOOLEY, ROBERT 2521 COLTON AVE	Single Family Home - Accessory Structure	\$3,200.00	DOOLEY, ROBERT 2521 COLTON AVE YANKTON, SD 57078	\$40.50
07/08/2019	BLDG-19-0161	GRATZFELD, DAVID 704 LINN ST	Single Family Home - Accessory Structure	\$10,000.00	GRATZFELD, DAVID 704 LINN ST YANKTON, SD 57078	\$80.50
07/10/2019	BLDG-19-0162	KIRBY HOFER CONST CO INC 616 E 29th St	Single Family Home - New	\$182,043.60	KIRBY HOFER CONST CO INC 30992 430 AVE TABOR, SD 57063	\$461.50
07/10/2019	BLDG-19-0163	SAGER, STEVE 3009 MULLIGAN DR	Single Family Home - Addition	\$15,000.00	List Construction 222 Capital St. Yankton, SD 57078	\$84.50
07/10/2019	BLDG-19-0164	PEARSON, CHRISTOPHER R 1002 WEST ST	Windows	\$1,000.00	PEARSON, CHRISTOPHER R 1002 WEST ST YANKTON, SD 57078	\$20.00
07/10/2019	BLDG-19-0165	MCFS PROPERTIES 311 CEDAR ST	Commercial - Alteration/Repair	\$9,000.00	Cole Larson 14403 SD Highway 50 YANKTON, SD 57078	\$60.50
07/10/2019	BLDG-19-0166	MCFS PROPERTIES 311 CEDAR ST	Siding	\$500.00	Cole Larson 14403 SD Highway 50 YANKTON, SD 57078	\$20.00
07/12/2019	BLDG-19-0167	UPS 2600 EAST 15TH ST	Commercial - New	\$3,700,000.00	Olaf Anderson General Contractors 4102 19th Ave. N. FARGO, ND 58102	\$5,737.00

July 2019

07/15/2019	BLDG-19-0168	LEE, BRANDON NOBLE 2912 LAKEVIEW DR #19	Single Family Home - Addition	\$1,000.00	LEE, BRANDON NOBLE 2912 LAKEVIEW DR #19 YANKTON, SD 57078	\$22.50
07/15/2019	BLDG-19-0169	SCHLINGMAN, JAMES A 811 GRANDVIEW CIR	Single Family Home - Addition	\$3,750.00	Klimisch Construction P.O. Box 414 Yankton, SD 57078	\$40.50
07/15/2019	BLDG-19-0170	FRANKLIN, RICHARD O 2815 MARY ST	Siding	\$12,000.00	Greg Andersh Construction P.O. Box 131 Wagner, SD 57380	\$20.00
07/16/2019	BLDG-19-0171	SCHURRER, MICHAEL E 705 RIVERSIDE DR	Single Family Home - Addition	\$66,327.00	K Construction PO BOX 519 YANKTON, SD 57078	\$254.50
07/16/2019	BLDG-19-0172	C. DROTZMANN CONSTRUCTION 208 COLE DRIVE	Single Family Home - New	\$108,476.80	C. DROTZMANN CONSTRUCTION 903 WEST 10 ST YANKTON, SD 57078	\$350.50
07/17/2019	BLDG-19-0173	HORSESHOE BEND LLC 2832 LYONS LN	Single Family Home - New	\$180,504.00	Lyons Construction LLC 179 Sherwood Dr. Yankton, SD 57078	\$458.50
07/18/2019	BLDG-19-0174	HALVORSEN, LAVONNE T 507 CEDAR ST	Windows	\$5,000.00	HOCHSTEIN, LEON J 1910 WALNUT ST YANKTON, SD 57078	\$20.00
07/18/2019	BLDG-19-0175	TACKE, KYLE 2503 DUNHAM DR	Siding	\$10,000.00	TACKE, KYLE 2503 DUNHAM DR YANKTON, SD 57078	\$20.00
07/18/2019	BLDG-19-0176	HEINEMEYER, JEFFREY D 715 MAPLE ST	Roofing	\$6,500.00	H & H Roofing 1600 Whiting Drive YANKTON, SD 57078	\$20.00
07/18/2019	BLDG-19-0177	BEHRNS, TYLER D 807 EAST 19 ST	Roofing	\$10,000.00	H & H Roofing 1600 Whiting Drive YANKTON, SD 57078	\$20.00
07/18/2019	BLDG-19-0178	BERINGER, SUSAN L 709 DOUGLAS AVE	Single Family Home - Accessory Structure	\$16,646.00	Get-R-Done Contracting 711 N. 3rd St. Beresford, SD 57004	\$92.50
07/18/2019	BLDG-19-0179	HUNHOFF FAMILY FARMS LLC 1203 CEDAR ST	Roofing	\$5,600.00	H & H Roofing 1600 Whiting Drive YANKTON, SD 57078	\$20.00
07/18/2019	BLDG-19-0180	SUDBECK, BRITTANY 415 EAST 5 ST	Roofing	\$21,000.00	H & H Roofing 1600 Whiting Drive YANKTON, SD 57078	\$20.00
07/19/2019	BLDG-19-0181	LEVINGER, LETA W TRUST 309 EAST 19 ST	Roofing	\$15,000.00	Dakota Drywall 221 Deerfield Dr. Yankton, SD 57078	\$20.00
07/19/2019	BLDG-19-0182	JW TRAMP CONSTRUCTION INC 1200 Payton Lane	Single Family Home - New	\$166,496.00	JW TRAMP CONSTRUCTION INC 2400 BURLEIGH ST YANKTON, SD 57078	\$437.50

July 2019

07/22/2019	BLDG-19-0183	Yankton School District 2101 KELLEN GROSS DR	Moving	\$0.00	Robinson House Moving Inc. 40611 247 St. MITCHELL, SD 57301	\$20.00
07/23/2019	BLDG-19-0184	WILLCUT, ROGER 2503 BURLEIGH ST	Roofing	\$18,000.00	K Construction PO BOX 519 YANKTON, SD 57078	\$20.00
07/23/2019	BLDG-19-0185	JORGENSEN, RANDALL L 215 WEST 10 ST	Windows/Siding	\$6,563.00	Huber Home Improvement 29403 US Hwy. 81 Irene, SD 57037	\$20.00
07/23/2019	BLDG-19-0186	Pinkelman, Emily 106 EAST 16 ST	Single Family Home - Addition	\$10,000.00	Pinkelman, Emily 1209 CEDAR ST YANKTON, SD 57078	\$64.50
07/24/2019	BLDG-19-0187	VANDE KOP, STEVE REV TRUST 615 CAPITAL ST	Single Family Home - Alteration/Repair	\$12,000.00	Greg Andersh Construction P.O. Box 131 Wagner, SD 57380	\$72.50
07/24/2019	BLDG-19-0188	FLOW, KATHLEEN L 306 GREEN ST	Roofing	\$1,500.00	FLOW, KATHLEEN L 306 GREEN ST YANKTON, SD 57078	\$20.00
07/24/2019	BLDG-19-0189	POTTS, JAMES F 2912 LAKEVIEW DR	Single Family Home - Addition	\$2,300.00	POTTS, JAMES F 2912 LAKEVIEW DR #7 YANKTON, SD 57078	\$36.50
07/24/2019	BLDG-19-0190	ANDERSON, AUSTIN 1306 WEST 27 ST	Single Family Home - Alteration/Repair	\$20,000.00	ANDERSON, AUSTIN 1306 WEST 27TH ST. YANKTON, SD 57078	\$104.50
07/26/2019	BLDG-19-0191	HACECKY, KERRY ANN 406 MURPHY LN	Single Family Home - Addition	\$20,000.00	Eide Construction 1602 Sunrise Drive YANKTON, SD 57078	\$104.50
07/26/2019	BLDG-19-0192	GREAT PLAINS PROCESSING 2011 ALUMAX RD	Commercial - Addition	\$635,736.00	BECK AND HOFER CONSTRUCTION 618 MAPLE ST SIOUX FALLS, SD 57104	\$1,141.00
07/29/2019	BLDG-19-0193	FLOW, KATHLEEN L 306 GREEN ST	Siding	\$1,200.00	FLOW, KATHLEEN L 306 GREEN ST YANKTON, SD 57078	\$20.00
07/30/2019	BLDG-19-0194	KLEINSCHMIT JR., DENNIS 2505 WYNN WAY	Single Family Home - Alteration/Repair	\$15,000.00	KLEINSCHMIT JR., DENNIS 2505 WYNN WAY YANKTON, SD 57078	\$84.50
07/31/2019	BLDG-19-0195	BAILEY, DEBBIE 417 PINE ST	Roofing	\$5,450.00	H & H Roofing 1600 Whiting Drive YANKTON, SD 57078	\$20.00
07/31/2019	BLDG-19-0196	CORDELL, SEAN 2408 WALNUT ST	Roofing	\$6,500.00	H & H Roofing 1600 Whiting Drive YANKTON, SD 57078	\$20.00
07/31/2019	BLDG-19-0197	JACOBSON, STANLEY C 1004 WEST 12 ST	Roofing	\$16,000.00	H & H Roofing 1600 Whiting Drive YANKTON, SD 57078	\$20.00

July 2019

07/31/2019	BLDG-19-0198	SCHAA, VERNON J 905 WEST 15 ST	Roofing	\$7,650.00	H & H Roofing 1600 Whiting Drive YANKTON, SD 57078	\$20.00
07/31/2019	BLDG-19-0199	BREWER, LOUIS C 1202 EAST 8 ST	Windows/Siding	\$15,000.00	Steffen Construction 300 Sherman AVE VOLIN, SD 57072	\$20.00

July 2019 Total Valuation: \$6,075,498.80

Total Fees: \$11,651.00

July 2018 Total Valuation: \$1,447,380.00

2019 to Date Valuation: \$28,654,284.80

2018 to Date Valuation: \$16,128,734.44

DEPARTMENT NAMES	\$
ADMINISTRATION	41,270.82
FINANCE	33,872.22
COMMUNITY DEVELOPMENT	24,095.05
POLICE/A.C./DISPATCH	170,915.22
FIRE	12,507.62
ENGINEERING / SR. CITIZENS	48,471.81
STREETS	45,480.04
SNOW & ICE	-
TRAFFIC CONTROL	3,689.50
LIBRARY	30,070.36
PARKS / SAC	104,924.19
MEMORIAL POOL	28,304.16
MARNE CREEK	4,838.93
WATER	39,852.10
WASTEWATER	40,641.88
CEMETERY	7,578.68
SOLID WASTE	20,577.79
LANDFILL / RECYCLE	19,667.34
CENTRAL GARAGE	7,171.00
	683,928.71

Personnel Changes & New Hires

WAGE CHANGE

Jordan Kuipers

10.00 hr.

Recreation Division



The MISSION of the City of Yankton is to provide exemplary experiences, services & spaces that create opportunities for everyone to learn, engage, and thrive.

MINUTES
YANKTON PARK ADVISORY BOARD
Monday, July 1, 2019
CMTEA Building, Community Room, 1200 W. 21st Street – 5:30 PM

I. ROUTINE BUSINESS

Roll Call:

Present: Bryan Schoenfelder, Darcie Briggs, Katelyn Schramm, Elizabeth Healy, Jason Tellus, and Commissioner Stephanie Moser.

Absent: Dave Spencer.

Also present City Manager Amy Leon, Director of Parks and Recreation Todd Larson, and Parks Secretary Chasity McHenry.

High School Appearances: None.

Public Appearances: None.

Minutes: May 6, 2019 minutes approved. Briggs motioned. Schramm second. Motion passes 5-0.

II. OLD BUSINESS

- A. Riverside Park Christmas Lighting and Decorating program. The second meeting was set for Friday, July 12, to continue to discuss this idea. The Chamber will be scheduling a third meeting.
- B. Westside Park Master Planning process. A proposed master plan will be unveiled at the August 5 Parks Advisory Board Meeting. The public will be invited to this meeting. The plan presented to the board and public can be refined down based on comment and input so it can be brought to the City Commission on August 26. Through this process we've continued to hear the park is liked by patrons, but it would be great to have some facilities enhanced and a few new amenities added. Items that were common across the three plans that received positive feedback from survey results: Expanded parking, new play structure, expand trail system with trail lighting, new restrooms and restrooms on each side of park, ADA accessible fishing dock, and more picnic shelters.

III. NEW BUSINESS

- A. Welcome new board appointees. Elizabeth Healy and Jason Tellus.
- B. 2020 Capital Improvements Plan (CIP) presented by City Manager Amy Leon
- C. Walnut Street Fire Feature naming rights recommendation. Naming request is, "The Cheryl Ann Sommer Memorial Fire Feature." The naming right "name" and sponsor names will stay in place at the site for the life of the fire feature or until a major renovation has to occur on the fire feature. This recommendation will go to the City Commission on July 22. Ultimately, approval of this naming right



The MISSION of the City of Yankton is to provide exemplary experiences, services & spaces that create opportunities for everyone to learn, engage, and thrive.

is up to the City Commission. The Parks Advisory Board recommended the City Commission approve the naming right as "The Cheryl Ann Sommer Memorial Fire Feature." Briggs motion, Schramm second. Approved 5-0.

- D. Veteran's naming wall project proposal for land use in Fantle Memorial Park. The PAB had no issue with the land use proposal.
- E. City staff will work with District III Planning and Development to identify federal assistance and grants money to apply for to help with the Marne Creek corridor and re-building of the maintenance trail. This is going to be multiple years of budgeting and securing funds. The initial meeting with FEMA will be on July 17.
- F. Future of Parks Advisory Board discussion will be placed on next month's agenda. The board did not discuss this agenda item.
- G. General Discussion. Todd is supposed to check with the street department to make sure the cross walks on 2nd Street leading from the plaza to the new landscaped bump outs on Walnut are painted again.

IV. OTHER BUSINESS

- A. Commission information Memorandums (2 CIM attachments).
- B. Next Meeting: Monday, August 5, 2019.

V. ADJOURN

Briggs motioned, Schramm second. Motion carried 5-0.

Notice to Bidders

Marne Creek
Bank Stabilization & Water Main Crossing
Yankton, SD
SEI No: 18270

Sealed bids shall 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 12th day of September 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 14th day of October 2019, after 7:00 PM, in the Technical Education Center at 1200 W. 21st Street, Yankton, South Dakota.

This project consists improvements to underground utilities and stream bank stabilization identified in the project limits. Utility work includes replacement of water main, and storm sewer systems. Surface work includes landscape restoration and sidewalk replacement. The Engineer's estimated construction cost is \$777,191.

Bidding documents may be examined at the following locations:

City of Yankton – City Engineer's Office
416 Walnut Street
Yankton, SD 57078
605-668-5251

Prospective bidders may download complete electronic bidding documents at no charge at <http://www.cityofyankton.org/how-do-i/bid-rfp-posts-list>. Upon request from a bidder residing in the State of South Dakota who intends, in good faith, to bid upon the project, one paper copy of the bidding documents will be furnished at no charge.

Bidders on this work will be required to comply with the President's Executive Order Nos. 11246 (Equal Employment) as amended, 11518 (Small Business Concerns), and 11625 (MBE) as amended. The requirements for bidders and contractors under these orders are explained in the specifications.

Bidders on this work will be required to comply with Title 40 CFR 33.240 and Executive Order 12138 (WBE). The requirements for bidders and contractors under this regulation that concerns utilization of Disadvantaged/Minority Business Enterprises (DBE/MBE) and Women's Business Enterprises (WBE) are explained in the specifications.

Bids shall be submitted on the prescribed form. Bids will be rejected if they show any conditions or uncalled for alternative bids. All bids shall be on the basis of cash payment according to the terms of the bidding documents.

The submittal of a Bid will constitute an incontrovertible representation by Bidder that the Bidder has examined carefully the bidding documents, visited the site, is familiar with the local conditions under which the work is to be performed, and correlated Bidder's observations with the requirements of the bidding documents.

The Bidder to whom the contract is awarded will be required to furnish a construction performance bond and a construction payment bond to the City of Yankton 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

Notice to Bidders

Marne Creek
Bank Stabilization & Water Main Crossing
Yankton, SD
SEI No: 18270

Yankton. Successful bidder shall begin the Work on receipt of the Notice to Proceed and shall complete the Work within the Contract Time. Work is subject to liquidated damages.

The City of Yankton reserves the right to retain the bid security of the three lowest bidders for a period not to exceed 30 days after the date and time set for opening of the bids. The City of Yankton reserves the right to reject any or all bids or any parts thereof.

Adam Haberman
Public Works Director – City of Yankton

Publish: August 19, 2019
August 26, 2019

Memorandum #19-169

*To: City Manager
From: Finance Officer
Date: July 31, 2019
Subject: Peddler's License*

We have received the following application for a Peddler's License:

Southwestern Advantage
2451 Atrium Way
Nashville, TN 37214

Katlin Karpovski is requesting a license to go house to house selling educational books and materials for the period of August 13 thru August 27, 2019.

A check with the State Sales Tax Office revealed that the business does have a State Sales Tax Number

A bond has been submitted along with the application form.

This license will be contingent upon license fee payment.

The applicant is in compliance with all police codes as checked by the Yankton Police Department.



Al Viereck
Finance Officer

Memorandum #19-164

To: City Manager
From: Finance Department
Date: July 31, 2019
Subject: Special Events Malt Beverage License for Yankton Rodeo Assn.

We have received an application for a Special Malt Beverage (on-sale) Retailers License for 1 day, August 17, 2019 from Yankton Rodeo Association (Douglas Hevle, President), Rodeo Grounds, 404 Paddle Wheel Drive, Yankton, S.D.

The above applicant is in compliance with the City Code of Ordinances, as checked by the Department of Finance. The applicant is in compliance with all building and fire codes.



Al Viereck
Finance Officer

Memorandum #19-165

To: City Manager
From: Finance Department
Date: July 31, 2019
Subject: Special Events Liquor License-Ben's Brewing Co.

We have received an application for a Special Events Retail (on-sale) Liquor License for 1 day, August 22, 2019, from Ben's Brewing Co. (Ben Hanten, Owner), 222 West 3rd Street, Music at the Meridian, Parking Lot and Green Space Westside of Meridian Bridge & the enclosed area of Levee Street, 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

Ross K. Den Herder, Esq.
City Attorney

Memorandum #19-151

To: City Commission and City Manager Leon
Date: July 2, 2019
Re: Updated Weed Ordinance

The City's current noxious weed ordinance, which was adopted in 2009, is found in Section 24-16 of the Yankton Municipal Code. In addition to declaring all non-woody grasses and plants growing in the city to a height greater than 8 inches to be noxious, Ordinance 24-16 contains a list of vegetation that are deemed in and of themselves to be "noxious." However, times have changed and the list contains several types of vegetation that are no longer generally considered problematic—milkweed is one example.

In order for our ordinance to remain current and relevant without constant amendments, it was suggested by the staff in Community Development that our ordinance simply incorporate the list of plants declared noxious by the state weed and pest control commission and the county rather than including a specific list of plants.

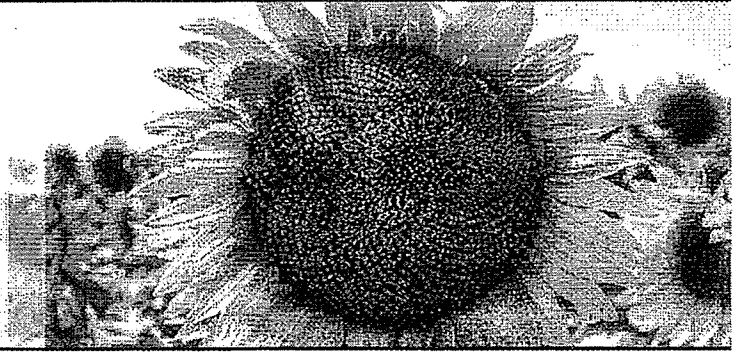
The proposed amendment incorporates this suggestion and continues to include the language declaring all non-woody grasses and plants growing in the city to a height greater than 8 inches to be noxious. It also does not change the exceptions that are found within the current rule. I have attached the current list of vegetation declared noxious by both the State weed board and Yankton County, which were both easily accessible with a quick internet search. When the state or the county determine that additional plants need to be added to the list or that a plant on the list is no longer a problem, those changes would automatically be incorporated into our ordinance without additional commission action.

It is important to note that this amendment would not change the City's current practices, as it is not the Community Development Department's practice to pursue vegetation as a noxious plant that is no longer commonly considered to be noxious. This amendment would simply bring the ordinance into line with current practices. Accordingly, it is my recommendation that the updates to section 24-16 of the Municipal Code be adopted.

_____ Hold Public Hearing

Custom !

BOARDS & COMMISSIONS GRANTS CAREERS CONTACT



OFFICE OF THE SECRETARY

AGRICULTURAL DEVELOPMENT

AGRICULTURAL SERVICES

CONSERVATION & FORESTRY

WILDLAND FIRE

STATE FAIR PARK

Home > Ag Services > Weed And Pest Control > Weed Pest Control > State Noxious Weed & Pest List

State Noxious Weed & Pest List

State Noxious Weeds

- [Leafy spurge \(*Euphorbia esula*\) SD Distribution map](#)
- [Canada thistle \(*Cirsium arvense*\) SD Distribution map](#)
- [Perennial sow thistle \(*Sonchus arvensis*\) SD Distribution map](#)
- [Hoary cress \(*Cardaria draba*\) SD Distribution map](#)
- [Russian knapweed \(*Centaurea repens*\) SD Distribution map](#)
- [Purple loosestrife \(*Lythrum salicaria*\) SD Distribution map](#)
- [Salt cedar \(*Tamarix aphylla, T. chinensis, T. gallica, T. parviflora and T. ramosissima*\) SD Distribution map](#)

State Declared Pests

- [Gypsy moth \(*Lymantria dispar*\)](#)

Archive
Boards & Commissions
Contact
Grants
Laws and Regulations

Agricultural Development
Agricultural Services
Conservation & Forestry
Wildland Fire
Office of the Secretary

Current Fire Danger
Weather Forecast

Kim Vanneman
Secretary of Agriculture
523 E. Capitol Ave
Pierre, SD 57501-3182
605.773.5425

SOUTH DAKOTA LOCALLY NOXIOUS WEED PEST LIST

County Name	Name of Weed	Year Designated	Expires End of Dec
Yankton	Field Bindweed	2018	2022
	Musk & Plumeless Thistles	2018	2022
	Spotted Knapweed	2018	2022
	Absinth Wormwood	2018	2022
Ziebach	Common Mullein	2018	2022

ORDINANCE #1023

AN ORDINANCE AMENDING THE DEFINITION OF NOXIOUS, DANGEROUS AND UNHEALTHFUL VEGETATION

BE IT ORDAINED, BY THE CITY COMMISSION OF THE CITY OF YANKTON, SOUTH DAKOTA THAT:

Section 24-16 of the Yankton Code of Ordinances is hereby amended to read as follows:

Sec. 24-16. - Weeds and vegetation deemed noxious, dangerous, and unhealthful are declared to be a nuisance. The following ~~named weeds and plants shall be deemed noxious, dangerous, and unhealthful vegetation and~~ are hereby declared to be nuisances: ~~ragweed; parsley; pigweed; nettle; thistle; sunflower; goldenrod; tumbleweed; burdock; cockle burrs; wild oats; sticktight; milkweed; mustard greens~~ those plants declared to be statewide noxious weeds by the state weed and pest control commission, all plants declared by Yankton County to be locally noxious, and all other non-woody grasses and plants growing in the city to a height greater than eight (8) inches. This does not apply to vegetation which is being grown as a crop, livestock pasture, garden, or property that has been designated by the ~~the City Manager or the City Manager's designee~~ City Manager as a natural area or native planting.

First Reading:

Second Reading and Adoption:

Publication:

Effective Date:

Nathan V. Johnson, Mayor

Attest: _____
Al Viereck, Finance Officer

ORDINANCE #1023

**AN ORDINANCE AMENDING THE DEFINITION OF NOXIOUS, DANGEROUS
AND UNHEALTHFUL VEGETATION**

BE IT ORDAINED, BY THE CITY COMMISSION OF THE CITY OF YANKTON,
SOUTH DAKOTA THAT:

Section 24-16 of the Yankton Code of Ordinances is hereby amended to read as follows:

Sec. 24-16. - Weeds and vegetation deemed noxious, dangerous, and unhealthful are declared to be a nuisance. The following are hereby declared to be nuisances: those plants declared to be statewide noxious weeds by the state weed and pest control commission, all plants declared by Yankton County to be locally noxious, and all other non-woody grasses and plants growing in the city to a height greater than eight (8) inches. This does not apply to vegetation which is being grown as a crop, livestock pasture, garden, or property that has been designated by the City Manager or the City Manager's designee as a natural area or native planting.

First Reading:

Second Reading and Adoption:

Publication:

Effective Date:

Nathan V. Johnson, Mayor

Attest: _____
Al Viereck, Finance Officer

Memorandum #19-170

To: City Manager
From: Finance Department
Date: August 6, 2019
Subject: Special Events Malt Beverage License-RB Beers & Burgers

We have received an application for a Special Malt Beverage (on-sale) Retailers License for 1 day, August 15, 2019, from To Be Free, LLC, RB Beers & Burgers (Courtney Opsahl, President), 2901 Broadway Avenue, Yankton, S.D., (Lewis & Clark Theatre), 328 Walnut Street, 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 #19-167

To: Amy Leon, City Manager
From: Brittany LaCroix, Events and Promotions Coordinator
Subject: Request by Night Visions Fireworks for a Fireworks Public Display on August 17, 2019
Date: July 26, 2019

Night Visions Fireworks is requesting the approval of a public fireworks display within the city limits on August 17, 2019 as part of the Pop Rocks concert at Riverboat Days in Riverside Park. Per municipal code, this request needs to be approved by the City Commission. Both, fire and police departments have reviewed the request and are comfortable with the request being approved.

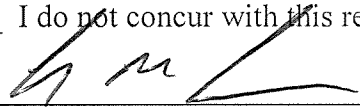
Recommendation: It is recommended that the Commission approve the request for a public firework display hosted by Night Vision Fireworks on August 17, 2019.

Respectfully submitted,



Brittany LaCroix
Events & Promotions Coordinator

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



Amy Leon, City Manager

FIREWORKS PUBLIC DISPLAY PERMIT FOR YANKTON COUNTY

PERMIT # 06-06-2019
(USE APPLICATION PICKUP DATE FOR PERMIT #)

NAME OF APPLICANT Todd M Morris (Night Shift Police Officer)

ADDRESS 57261 225th CITY Glenwood STATE Iowa ZIP 51902

PHONE _____ CELL 402-699-4737 OTHER _____

PERSON(S) ACTUALLY IN CHARGE OF/SHOOTING DISPLAY:

NAME Todd Morris ADDRESS 57261 225th CITY Glenwood STATE Ia ZIP 51902

NAME _____ ADDRESS _____ CITY _____ STATE _____ ZIP _____

DATE/TIME DISPLAY TO BE DISCHARGED Aug 17, 2019 After 10pm

LOCATION DISPLAY WILL BE DISCHARGED Rockwood Park

TYPE OF FIREWORKS TO BE DISCHARGED: CLASS B EXPLOSIVES (SPECIAL FIREWORKS) _____
CLASS C COMMON FIREWORKS X

IF APPLYING FOR CLASS B FIREWORKS, HAVE YOU ATTENDED A SHOOTERS SCHOOL _____ YES _____ NO

I, Todd Morris, DECLARE AND AFFIRM UNDER THE PENALTY OF PERJURY THAT THIS FIREWORKS DISPLAY PERMIT HAS BEEN EXAMINED BY ME AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS TRUE AND CORRECT.

DATED THIS 17 DAY OF July, 2019. Todd Morris
Signature of applicant

Notary public only
Subscribed and sworn to (or affirmed) this _____ day of _____ 20____
Notary Public _____ expires _____

FIRE DEPARTMENT SIGNATURE/TITLE Kay McKelvey - Deputy Chief DATE 7-17-19

LAW ENFORCEMENT SIGNATURE/TITLE [Signature] DATE 7/17/19

Permit issued subject to applicable laws and regulations. SDCL 94-36, SDCL 34-37, NFPA 1123 - CURRENT EDITION, AND LOCAL ADOPTED FIRE CODES. This permit may not be transferred or reassigned without issuing authority permission (2010)

Memorandum #19-168

To: Amy Leon, City Manager
 From: Dave Mingo, AICP Community and Economic Development Director
 Subject: Reject Bids for Relocation of Hangars Project AIP #3-46-0062-029-2019 and acquire the private interest in the hangars based on the predetermined appraised value.
 Date: July 31, 2019

We are working through the bidding process for the Apron Expansion Project for Chan Gurney Municipal Airport. There are two private hangars in the way of the apron expansion project. As an attempted time saving measure, our original plan was to relocate the hangars at the airport this fall in preparation for the Apron Expansion Project getting started in the early spring.

We went through the process of separating a bid for moving the two hangars from the larger project in hopes that firms specializing in moving large structures would be interested in some fall work. Bids were opened on July 18th and they were substantially over the amount of funding we have available (see the attached letter from our engineer for more details).

As of result of the high bids, we have worked with the Federal Aviation Administration (FAA) to develop a new strategy. The FAA has advised that program guidelines will allow us to include the demolition of the two hangars in next year's apron project. Therefore, instead of moving them this fall we will rebid the larger apron project to include the hangar demolition/disposition component.

Also approved by the FAA is the purchase of the private interest in the hangars from the current owners for a pre-determined appraised value. This memo is also requesting concurrence from the City Commission to move forward with the acquisition using our standard federal, state and local funding formula of 90 percent federal, 5 percent state and 5 percent local. The appraisal based, eligible acquisition amount is \$190,000.

Respectfully submitted,

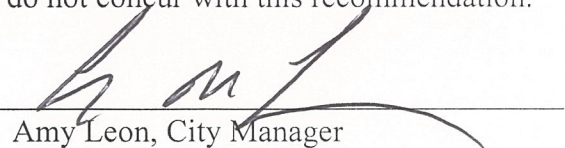


Dave Mingo, AICP
 Community and Economic Development Director

Recommendation: It is recommended that the City Commission reject the bids received for Hangar Relocation Project AIP #3-46-0062-029-2019. Additionally, the City will follow FAA protocol for acquiring the private interest in the two private hangars associated with this project for the predetermined appraised values.

I concur with this recommendation.

I do not concur with this recommendation.



Amy Leon, City Manager

_____ Roll Call



5110 East 57th Street
 Sioux Falls, SD 57108-8748
 605 271 4414
 KLJENG.COM

July 26, 2019

Dave Mingo
 Community Development Director
 City of Yankton
 416 Walnut St.
 Yankton, SD 57078

Re: Letter of Recommendation
 Relocate Hangars
 AIP #3-46-0062-029-2019

Mr. Mingo:

Bids

Bids were opened at 3:00 p.m. on Thursday, July 18, 2019. Two bids were received. Below is a summary of bids received with Engineer’s Estimate included:

Bidder	Total Cost – Base Bid	Total Cost – Alternate 1	Total Cost – Alternate 2	Total Cost – Alternate 3
F.R.S. Inc., dba Solbros Construction	\$306,559.50	\$4,110.00	\$13,200.00	\$6,402.00
Feimer Construction Co., Inc.	\$417,819.00	\$8,500.00	\$22,500.00	\$8,235.00
Engineer’s Estimate	\$218,625.00	\$10,000.00	\$7,500.00	\$4,500.00

Engineer’s Recommendation

The low bidder’s total base bid cost came in \$116,559.50 over the available FAA Airport Improvement Program funding. With Alternates added, the funding shortfall would grow to \$140,271.50. Considering the funding shortfall, KLJ recommends rejection of all bids for the project.

Please let me know if you have any questions.

Sincerely,

KLJ

Jake Braunagel, PE
 Project Manager

Enclosure(s): None
 Project #: 1804-01511

Memorandum #19-172

To: Amy Leon, City Manager
From: Bradley Moser, Civil Engineer
Subject: 2019 Yankton Road Tax (YRT) Resolution of Necessity
Date: August 5, 2019

The attached Resolution of Necessity #19-36 establishes the Yankton Road Tax (YRT) assessment rate to be applied for 2019 and collected in 2020. The annual assessment to properties is reviewed each year in conjunction with the preparation of the City's budget.

The YRT Resolution of Necessity #19-36 provides for the maintenance of the City of Yankton streets. This resolution sets the rate at which property will be assessed for maintenance items such as grading, crack filling, spall repair, patching, chip sealing and other items that are accomplished on the City street system, annually.

City staff recommends that there be no change to the rate, at this time. The approximate annual revenue received, at the established 50 cents per foot rate, is nearly \$430,210.00. The rate will be applied consistent with the procedure outlined by state law.

Respectfully submitted,

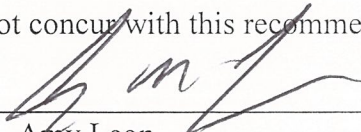


Bradley Moser
Civil Engineer

Recommendation: It is recommended that the City Commission adopt Resolution of Necessity #19-36 which establishes the Yankton Road Tax (YRT) assessment rate for 2019.

I concur with this recommendation.

I do not concur with this recommendation.



Amy Leon
City Manager

cc: Al Viereck, Finance Officer
Adam Haberman, Public Works Director

____ Roll call

RESOLUTION OF NECESSITY #19-36
(Yankton Road Tax)

WHEREAS, the Board of City Commissioners of the City of Yankton has deemed that the City streets, alleys and roadways must be properly reconstructed and repaired, and;

WHEREAS, the City of Yankton's streets are repaired by grading, crack filling, spall repair, patching and chip sealing, and;

WHEREAS, a yearly inventory of City streets is conducted in order to determine the streets in need of repair,

NOW, THEREFORE, BE IT RESOLVED, that for the purpose of maintaining and repairing the streets, and surfacing thereof, that an assessment of fifty cents per front foot be levied upon all parcels or portions of parcels fronted or abutting streets and fifty cents per front foot be levied upon parcels or portions of parcels fronted or abutting alleys within the City of Yankton.

The City Finance Officer is hereby directed to certify such assessments together with the regular assessments for 2019 collectable in 2020 to the County Auditor to be collected as municipal taxes for general purposes.

Adopted:

Nathan V Johnson
Mayor

ATTEST:

Al Viereck
Finance Officer

Memorandum #19-171

To: City Commission
From: Finance Officer
Date: 8/5/2019
Subject: Memorandum Supporting Resolution #19-35, Authorizing the Issuance of Sales Tax Revenue Refunding Bonds, Series 2019, Refunding the 2011 Sales Tax Revenue Bonds

The City of Yankton currently has an outstanding Sales Tax Revenue Bonds Series 2011 issuance that was utilized to borrow funds and pay for some of the public infrastructure of the Menard's Store. This loan was issued during a period of higher interest rates ranging from 2.00% to 4.40% and averaging 3.9158%. We have been working with Toby Morris of Dougherty and Company, LLC, to refund this issuance and issue new Sales Tax Revenue Bonds Series 2019 at lower interest rates for the same expiration date of 2031. These bonds are now nearing the point of where they can be refinanced – legally and for a savings- this coming Fall. With interest rates dropping and now having the ability to refinance, the resolution before the Commission is to proceed with necessary legal paperwork to capture a savings. It should be noted that if interest rates rise and the refinancing becomes inefficient, the City will not incur any costs associated with the process.

Preliminary the City could save anywhere from \$150,000 to \$200,000 all depending on market rates. This savings is net of costs. Listed below is a preliminary estimate of savings:

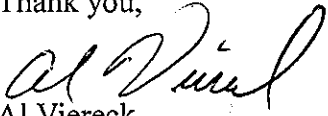
Estimated Debt Service Comparison

Date	Total P & I	Net New D/S	Old Net D/S	Savings
12/1/2019	129,997.13	129,997.13	156,425.00	26,427.87
12/1/2020	178,068.50	178,068.50	194,610.00	16,541.50
12/1/2021	180,688.50	180,688.50	195,985.00	15,296.50
12/1/2022	178,180.00	178,180.00	192,085.00	13,905.00
12/1/2023	180,642.50	180,642.50	192,665.00	12,022.50
12/1/2024	177,942.50	177,942.50	193,075.00	15,132.50
12/1/2025	180,167.50	180,167.50	192,895.00	12,727.50
12/1/2026	182,222.50	182,222.50	192,530.00	10,307.50
12/1/2027	179,022.50	179,022.50	196,530.00	17,507.50
12/1/2028	180,742.50	180,742.50	195,130.00	14,387.50
12/1/2029	182,195.00	182,195.00	193,200.00	11,005.00
12/1/2030	178,370.00	178,370.00	196,060.00	17,690.00
12/1/2031	179,375.00	179,375.00	193,140.00	13,765.00
	\$2,287,614.13	\$2,287,614.13	\$2,484,330.00	\$196,715.87

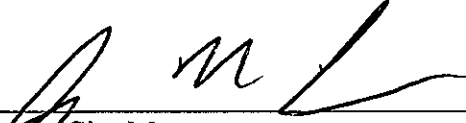
The current bond has an average interest rate of approximately 4%...by refinancing the rate will be below 3%, thus producing the savings for the life of the bond.

It is recommended that the City Commission adopt Resolution #19-35 authorizing the issuance of the \$2,100,000.00 Sales Tax Revenue Refunding Bonds, Series 2019.

Thank you,


Al Viereck
Finance Officer

I concur with the above recommendation
 I do not concur with the above recommendation



Amy Leon, City Manager

RESOLUTION NO. 19-35

RESOLUTION AUTHORIZING THE EXECUTION, TERMS, ISSUANCE, SALE AND PAYMENT OF SALES TAX REVENUE REFUNDING BONDS IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED TWO MILLION ONE HUNDRED THOUSAND DOLLARS (\$2,100,000) OF THE CITY OF YANKTON, YANKTON COUNTY, SOUTH DAKOTA.

WHEREAS, the City of Yankton is authorized by the provisions of SDCL §§ 6-8B-30 through 6-8B-52 to issue sales tax bonds to refund and refinance validly issued outstanding sales tax bonds of the City; and

WHEREAS, the City Commission has determined that refunding Sales Tax Revenue Bonds (Short Term Subordinate), Series 2011A of the City will reduce the interest expense to the City; and

WHEREAS, the City Commission has determined and does hereby declare that is necessary and in the best interest of the City to issue Sales Tax Revenue Refunding Bonds, Series 2019 of the City for the purpose of providing funds to (i) refund the Sales Tax Revenue Bonds (Short Term Subordinate), Series 2011A and (ii) pay the costs of issuance of the Bonds described herein.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF YANKTON OF YANKTON COUNTY, AS FOLLOWS:

ARTICLE I

DEFINITIONS

Section 1.1. Definition of Terms.

In addition to the words and terms elsewhere defined in this Bond Resolution, the following words and terms as used herein, whether or not the words have initial capitals, shall have the following meanings, unless the context or use indicates another or different meaning or intent, and such definitions shall be equally applicable to both the singular and plural forms of any of the words and terms herein defined:

"Act" means collectively SDCL Chapter 6-8B and Chapter 10-52, as amended.

"Authorized Officer of the City" means the Mayor and the Finance Officer, or, in the case of any act to be performed or duty to be discharged, any other member, officer, or employee of the City then authorized to perform such act or discharge such duty.

"Bonds" means not to exceed \$2,100,000 in aggregate principal amount of Sales Tax Revenue Refunding Bonds, Series 2019, dated Closing Date or such other designation or date as shall be determined by the City Commission pursuant to Section 8.1 hereof, authorized and issued under this Bond Resolution.

"Bond Counsel" means Meierhenry Sargent LLP, a firm of attorneys recognized as having experience in matters relating to the issuance of state or local governmental obligations.

"Bondholder", "Holder" and "Registered Owner" means the registered owner of a Bond, including any nominee of a Depository.

"Bond Payment Date" means each date on which interest, or both principal and interest, shall be payable on the Bonds so long as any of the Bonds shall be outstanding.

"Bond Purchase Agreement" means the agreement between the City and the Underwriter for the purchase of the Bonds.

"Bond Resolution" means this Resolution, duly adopted by the City Commission, as it may be amended from time to time.

"Book-Entry Form" or "Book-Entry System" means a form or system, as applicable, under which physical bond certificates in fully registered form are issued to a Depository or to its nominee as Registered Owner, with the certificated bonds being held by and "immobilized" in the custody of such Depository, and under which records maintained by persons, other than the City or the Paying Agent and Registrar, constitute the written record that identifies, and records the transfer of the beneficial "book-entry" interests in those Bonds.

"City" means the City of Yankton, Yankton County, South Dakota, a Commission with City Manager form of a municipality organized under the State of South Dakota.

"City Commission" means the City Commission of the City elected pursuant to the provisions of the SDCL Title 9.

"Closing Date" means the date of delivery and payment of the Bonds.

"Code" means the Internal Revenue Code of 1986, as amended, and the applicable regulations of the United States Department of Treasury promulgated thereunder as in effect on the date of issuance of the Bonds.

"Costs of Issuance" means all costs, fees, charges and expenses relating to the issuance of the Bonds, including costs for bond insurance and rating agency fees.

"Debt" means (1) indebtedness of the City for borrowed money or for the deferred purchase price of property or services, and expressly including the obligation to pay principal and interest on or with respect to revenue bonds, (2) the obligation of the City as lessee under leases which should be recorded as capital leases under generally accepted accounting principles, and (3) obligations of the City under direct or indirect guarantees in respect of, and obligations, contingent or otherwise, to purchase or otherwise acquire, or otherwise to assure a creditor against loss in respect of, indebtedness or obligations of others of the kinds referred to in subdivisions (1) and (2) above.

"Depository" means any securities depository that is a clearing agency under federal laws operating and maintaining, with its participants or otherwise, a Book-Entry System, including, but not limited to DTC.

"DTC" means the Depository Trust Company, a limited purpose company organized under the laws of the State of New York, and its successors and assigns.

"DTC Participant(s)" means securities brokers and dealers, banks, trust companies and clearing corporations that have access to the DTC system.

"Finance Officer" means the Finance Officer of the City appointed pursuant to the provisions of South Dakota Codified Laws Title 9 or, in the absence of such appointment or in the event the person so appointed is unable or incapable of acting in such capacity, the person appointed by the Mayor and approved by the City Commission to perform the duties otherwise performed by the Finance Officer, or his/her designee.

"Interest Payment Date" means such dates set forth in the Bond Purchase Agreement.

"Letter of Representation" means the Blanket Issuer Letter of Representations to DTC of the City.

"Mayor" means the Mayor elected pursuant to the provisions of SDCL 9-13 or his or her designee acting on his or her behalf.

"Official Statement" and "Preliminary Official Statement" means that Official Statement and Preliminary Official Statement described in Section 8.2 hereof pertaining to the sale of the Bonds.

"Original Issue Discount or OID" means an amount by which the par value of a security exceeds its public offering price at the time of its original issuance.

"Original Issue Premium or OIP" means the amount by which the public offering price of a security at the time of its original issuance exceeds its par value.

"Outstanding," "Bonds Outstanding," or "Outstanding Bonds" means, as of a particular date all Bonds issued and delivered under this Bond Resolution except: (1) any Bond paid or redeemed or otherwise canceled by the City at or before such date; (2) any Bond for the payment of which cash, equal to the principal amount thereof with interest to date of maturity, shall have theretofore been deposited prior to maturity by the City for the benefit of the Owner thereof; (3) any Bond for the redemption of which cash, equal to the redemption price thereof with interest to the redemption date, shall have theretofore been deposited with the Paying Agent and Registrar and for which notice of redemption shall have been mailed in accordance with this Bond Resolution; (4) any certificate in lieu of or in substitution for which another Bond shall have been delivered pursuant to this Resolution, unless proof satisfactory to the City is presented that any Bond, for which a certificate in lieu of or in substitution therefor shall have been delivered, is held by a bona fide purchaser, as that term is defined in Article 8 of the Uniform Commercial Code of the State, as amended, in which case both the certificate in lieu of or in substitution for which a new Bond has been delivered and such new Bond so delivered therefor shall be deemed Outstanding; and, (5) any Bond deemed paid under the provisions of Article VII of this Resolution, except that any such Bond shall be considered Outstanding until the maturity or redemption date thereof only for the purposes of being exchanged, transferred, or registered.

"Outstanding Parity Bonds" means any bonds payable from the Pledged Sales Tax.

"Paying Agent and Registrar" means The First National Bank in Sioux Falls, Sioux Falls, South Dakota, its successor or successors, hereafter appointed in the manner provided in Article VI hereof.

"Person" means an individual, partnership, corporation, trust, or unincorporated organization, or a governmental entity or agency or political subdivision thereof.

"Pledged Revenues" means the Sales Tax collected.

"President" means the President of the City Commission who may act for the Mayor in the absence of the Mayor.

"Purchase Agreement" means the Bond Purchase Agreement authorized pursuant to and described in Section 8.1 hereof by and between the City and the Underwriter.

"Rating Agency" means one or more of the following rating agencies: Standard & Poor's Credit Rating Services, Moody's Investors Service Inc. and Fitch IBCA, Inc.

"Reasonably Required Reserve" means an amount, if required, which will comply with the Internal Revenue Regulations specifying the maximum amount in a reserve fund permitted to be invested without regard to investment yield.

"Record Date" means the dates set forth in the Bond Purchase Agreement.

"Refunded Bonds" means the Sales Tax Revenue Bonds (Short Term Subordinate), Series 2011A.

"Resolution" means this Bond Resolution.

"Sales Tax" means the City's two (2) per cent on the gross receipts of all persons engaged in business within the jurisdiction of the City of Yankton, Yankton County, South Dakota, who are subject to the South Dakota Retail Occupational Sales and Service Tax, SDCL 10-45 and the (2) percent excise tax on the privilege of use, storage and consumption within the jurisdiction of the city of tangible personal property or services which are subject to the South Dakota Use Tax Act, SDCL 10-46, and acts amendatory thereto, the collected in each year, excluding any collections of the Third Penny Tax imposed by Chapter 22½ of the City of Yankton Code of Ordinances.

"Schedule" means the principal and interest payment schedule for the Bonds.

"Series 2011A Bonds" means the City's outstanding Sales Tax Revenue Bonds (Short Term Subordinate), Series 2011A, dated June 1, 2011, as follows:

<u>Maturity Date</u>	<u>Principal Outstanding</u>	<u>Interest Rate</u>	<u>CUSIP</u>
December 1, 2019	\$ 120,000	2.70%	984820 BN9
December 1, 2020	125,000	2.90%	984820 BP4
December 1, 2021	130,000	3.00%	984820 BQ2
December 1, 2023	265,000	3.40%	984820 BR0
December 1, 2025	285,000	3.70%	984820 BS8
December 1, 2027	310,000	4.00%	984820 BT6
December 1, 2029	335,000	4.20%	984820 BU3
December 1, 2031	365,000	4.40%	984820 BV1
	\$1,935,000		

"Underwriter" means Dougherty & Company LLC acting for and on behalf of itself and such securities dealers as they may designate.

Section 1.2. References to Resolution.

The words "hereof", "herein", "hereunder", and other words of similar import refer to this Bond Resolution as a whole.

Section 1.3. References to Articles, Sections, Etc.

References to Articles, Sections, and other subdivisions of this Bond Resolution are to the designated Articles, Sections, and other subdivisions of this Bond Resolution as originally adopted.

Section 1.4. Headings.

The headings of this Bond Resolution are for convenience only and shall not define or limit the provisions hereof.

ARTICLE II

FINDINGS

Section 2.1.

It is hereby found, declared a necessity and determined by the City Commission:

- (a) The refunding of the Refunded Bonds as set forth herein through the issuance of the Bonds will result in the reduction in debt service payable by the City over the term of the Refunded Bonds thereby effecting a cost savings to the public;
- (b) It is advantageous to the City to deposit a portion of the proceeds from the sale of the Bonds and other funds of the City, if any, with the paying agent of the Refunded Bonds, will be sufficient to pay principal of, premium, if any, and interest on the Refunded Bonds.
- (c) The City hereby determines that all limitations upon the issuance of Bonds have been met and the Bonds are being authorized, issued and sold in accordance with the provisions of §§ 6-8B-30 to 6-8B-52, inclusive.

ARTICLE III

AUTHORITY, PLEDGE, LEVY AND ACCOUNTS

Section 3.1. Authority.

In order to (i) refund the City's Sales Tax Revenue Bonds (Short Term Subordinate), Series 2011A dated June 1, 2011, and (ii) pay the costs of issuance of the Bonds described herein, there shall be issued pursuant to, and in accordance with, the provisions of the Act, this Bond Resolution, and other applicable provisions of law, Sales Tax Revenue Refunding Bonds of the City in the aggregate principal amount of not to exceed \$2,100,000.

Section 3.2. Pledge.

The City does hereby pledge so much of the collections of the Sales Tax as may be necessary to pay the principal, premium and interest on the outstanding Bonds and to maintain any debt service reserve established herein, if any. The Sales Tax is irrevocably pledged to the prompt and full payment of the principal of and interest on each and all of said Bonds as such principal and interest respectively become due.

Section 3.3. Collection of Taxes.

Pursuant to SDCL §10-52-2.10, the City does hereby pledge, provide and agree that it will continue to impose and cause the collection of the Sales Tax so long as the Bonds are outstanding. The governing body shall also pledge so much of the collections of the Pledged Tax

as may be necessary to pay the principal, premium and interest on the bonds and to maintain any debt service reserve established for the Bonds.

Section 3.4. Accounts.

(a) Sales Tax Fund. The Finance Officer has established and will maintain the Sales Tax Revenue Fund as a separate and special account in the financial records of the City until all Bonds issued and made payable therefrom, and interest due thereon, have been duly paid or discharged. All collections of the Sales Tax shall be credited, as received, to the Sales Tax Revenue Fund. Within the Sales Tax Revenue Fund are various separate accounts to be maintained by the City.

(b) Principal and Interest Account. There is hereby created and established a “Principal and Interest Account.” Immediately upon delivery of the Bonds, there shall be credited to the Principal and Interest Account the amount of accrued interest received from the Underwriter. Commencing on the date specified in the Bond Purchase Agreement, there shall be withdrawn from the Sales Tax Fund at least monthly and credited to the Principal and Interest Account an amount which will equal at least one-sixth (1/6th) of the interest becoming due on the next succeeding payment date and one-twelfth (1/12th) of the principal becoming due on the next succeeding payment dates with respect to the Outstanding Bonds. In all events there shall be credited to the Principal and Interest Account amounts sufficient to pay the principal of and interest on the Outstanding Bonds as the same become due.

(c) Subordinate Lien Bonds. After making the above required payments, any remaining Pledged Sales Tax may be used for the payment of the principal of and interest on any additional sales tax revenue bonds having a lien which is subordinate to the lien of the Outstanding Bonds, and for a reserve fund as additional security for the payment of such subordinate lien bonds.

(d) Other Expenditures. The remaining Pledged Sales Tax Revenues may be used for any legally authorized purpose.

Section 3.5. Additional. Bonds.

The City may issue additional bonds (the “Parity Bonds”) payable from the Pledged Revenues and having a lien upon such revenues on a parity with the Bonds and the Outstanding Parity Bonds providing that:

1. The City is current in the payment of principal and interest on the Outstanding Bonds and is current in the collections required for the Principal and Interest Account.
2. The City is in compliance with all covenants of outstanding sales tax revenue bonds and
3. The Pledged Revenues collected by the City in the last preceding fiscal year are sufficient to cover 1.25 times the combined average annual principal and interest requirements on the Outstanding Bonds and the proposed Parity Bonds.

Section 3.6. Subordinate Lien Bonds.

After making the above required payments, any remaining Sales Tax may be used for the payment of the principal of and interest on any additional sales tax revenue bonds having a lien which is subordinate to the lien of the Outstanding Bonds, and for a reserve fund as additional security for the payment of such subordinate lien bonds.

Section 3.7. Other Expenditures.

The remaining Sales Tax may be used for any legally authorized purpose.

ARTICLE IV

FORM, TERMS, EXECUTION, AND TRANSFER OF BONDS

Section 4.1. Authorized Bonds;

The aggregate principal amount of Bonds that may be issued under this Bond Resolution shall not exceed Two Million One Hundred Thousand Dollars (\$2,100,000).

Section 4.2. Form of Bonds; Execution.

(a) The Bonds are issuable only as fully registered Bonds, without coupons, in denominations of Five Thousand Dollars (\$5,000) or any integral multiple thereof. All Bonds issued under the Resolution shall be substantially in the form set forth in Exhibit A attached hereto, and by this reference incorporated herein as fully as though copied.

(b) The Bonds shall be executed in such manner as may be prescribed by applicable law in the name and on behalf of the City with the manual or facsimile signature of the Mayor, attested by the manual or facsimile signature of the Finance Officer, and approved as to form and countersigned by a Resident Attorney by his manual or facsimile signature.

(c) In the event any officer whose manual or facsimile signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such manual or such facsimile signature shall nevertheless be valid and sufficient for all purposes as if he or she had remained in office until such delivery. Any Bond may bear the facsimile signature of, or may be manually signed by, such individuals who, at the actual time of the execution of such Bond, were the proper officers of the City to sign such Bond, although on the date of the adoption by the City of this Resolution, such individuals may not have been such officers.

Section 4.3. Maturities, Interest Rates, and Certain Other Provisions of Bonds.

(a) The Bonds shall become due and payable and be subject to the terms and conditions as set forth in the Bond Purchase Agreement.

(b) The Bonds shall be designated "Sales Tax Revenue Refunding Bonds, Series 2019", or such other designation as shall be determined by the City Commission pursuant to Section 8.1 hereof. The Bonds shall bear interest from their date or from the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of the Bonds is paid, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable on Interest Payment Dates. Interest on each Bond shall be paid by wire transfer, check or draft of the Paying Agent, payable in lawful money of the United States of America, to the person in whose name such Bond is registered at the close of business on the Record Date. The principal of the Bond shall be payable in lawful money of the United States of America at the principal office of the Paying Agent and Registrar on the Bond Payment Date.

(c) The Paying Agent and Registrar shall make all interest payments with respect to the Bonds on each interest payment date directly to the registered owners as shown on the Bond registration records maintained by the Paying Agent and Registrar as of the close of business on the Record Date by wire transfer, check or draft mailed to such owners at their addresses shown on said bond registration records, without, except for final payment, the presentation or surrender of such registered Bonds, and all such payments shall discharge the obligations of the City in respect of such Bonds to the extent of the payments so made. Payment of principal of and premium, if any, on the Bonds shall be made upon presentation and surrender of such Bonds to the Paying Agent and Registrar as the same shall become due and payable.

Section 4.4. Negotiability of Bonds.

All Bonds issued under this Resolution shall be negotiable, subject to the provisions for registration and transfer contained in this Resolution and in the Bonds.

Section 4.5. Registration, Transfer and Exchange of Bonds.

(a) The Bonds are transferable only by presentation to the Paying Agent and Registrar by the registered owner, or his legal representative duly authorized in writing, of the registered bond(s) to be transferred with the form of assignment on the reverse side thereof completed in full and signed with the name of the registered owner as it appears upon the face of the bond(s) accompanied by appropriate documentation necessary to prove the legal capacity of any legal representative of the registered owner. Upon receipt of the bond(s) in such form and with such documentation, if any, the Paying Agent and Registrar shall issue a new bond or bonds to the assignee(s) in \$5,000 denominations, or integral multiples thereof, as requested by the registered owner requesting transfer. The Paying Agent and Registrar shall not be required to transfer or exchange any bond during the period commencing on a Record Date and ending on the corresponding interest payment date of such bond, nor to transfer or exchange any bond after the publication of notice calling such bond for redemption has been made, nor to transfer or exchange any bond during the period following the receipt of instructions from the City to call

such bond for redemption; provided, the Paying Agent and Registrar, at its option, may make transfers after any of said dates. No charge shall be made to any registered owner for the privilege of transferring any Bonds, provided that any transfer tax relating to such transaction shall be paid by the registered owner requesting transfer. The person in whose name any bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the City nor the Paying Agent and Registrar shall be affected by any notice to the contrary whether or not any payments due on the Bonds shall be overdue. Bonds, upon surrender to the Paying Agent and Registrar, may, at the option of the registered owner, be exchanged for an equal aggregate principal amount of Bonds of the same maturity in any authorized denomination or denominations.

(b) Except as otherwise provided in this subsection or in the Bond Purchase Agreement, the bonds shall be registered in the name of Cede & Co., as nominee of DTC, which will act as securities depository for the bond. References in this Section to a Bond or the Bonds shall be construed to mean the Bond or the Bonds that are held under the Book-Entry System. One Bond for each maturity shall be issued to DTC and immobilized in its custody. Unless otherwise provided herein, a Book-Entry System shall be employed, evidencing ownership of the Bonds in authorized denominations, with transfers of beneficial ownership affected on the records of DTC and the DTC Participants pursuant to rules and procedures established by DTC.

Each DTC Participant shall be credited in the records of DTC with the amount of such DTC Participant's interest in the Bonds. Beneficial ownership interests in the Bonds may be purchased by or through DTC Participants. The holders of these beneficial ownership interests are herein referred to as the "Beneficial Owners." The Beneficial Owners shall not receive the Bonds representing their beneficial ownership interests. The ownership interests of each Beneficial Owner shall be recorded through the records of the DTC Participant from which such Beneficial Owner purchased its Bonds. Transfers of ownership interests in the Bonds shall be accomplished by book entries made by DTC and, in turn, by DTC Participants acting on behalf of Beneficial Owners. SO LONG AS CEDE & CO., AS NOMINEE FOR DTC, IS THE REGISTERED OWNER OF THE BONDS THE PAYING AGENT AND REGISTRAR SHALL TREAT CEDE & CO., AS THE ONLY HOLDER OF THE BONDS FOR ALL PURPOSES UNDER THIS RESOLUTION, INCLUDING RECEIPT OF ALL PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS, RECEIPT OF NOTICES, VOTING AND REQUESTING OR DIRECTING THE PAYING AGENT AND REGISTRAR TO TAKE OR NOT TO TAKE, OR CONSENTING TO, CERTAIN ACTIONS UNDER THIS BOND RESOLUTION.

Payments of principal, interest, and redemption premium, if any, with respect to the Bonds, so long as DTC is the only owner of the Bonds, shall be paid by the Paying Agent and Registrar directly to DTC or its nominee, Cede & Co., as provided in the Letter of Representation. DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners. Neither the City nor the Paying Agent and Registrar shall be responsible or liable for payment by DTC or DTC Participants, for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants.

In the event that (1) DTC determines not to continue to act as securities depository for the Bonds or (2) the City determines that the continuation of the Book-Entry System of evidence and transfer of ownership of the Bonds would adversely affect their interests or the interests of the Beneficial Owners of the Bonds, the City may discontinue the Book-Entry System with DTC. If the City fails to identify another qualified securities depository to replace DTC, the City shall cause the Paying Agent and Registrar to authenticate and deliver replacement Bonds in the form of fully registered Bonds to each Beneficial Owner.

NEITHER THE CITY NOR THE PAYING AGENT AND REGISTRAR SHALL HAVE ANY RESPONSIBILITY OR OBLIGATIONS TO ANY DTC PARTICIPANT OR ANY BENEFICIAL OWNER WITH RESPECT TO (i) THE BONDS; (ii) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DTC PARTICIPANT; (iii) THE PAYMENT BY DTC OR ANY DTC PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL OF AND INTEREST ON THE BONDS; (iv) THE DELIVERY OR TIMELINESS OF DELIVERY BY DTC OR ANY DTC PARTICIPANT OF ANY NOTICE DUE TO ANY BENEFICIAL OWNER THAT IS REQUIRED OR PERMITTED UNDER THE TERMS OF THIS BOND RESOLUTION TO BE GIVEN TO BENEFICIAL OWNERS, (v) THE SELECTION OF BENEFICIAL OWNERS TO RECEIVE PAYMENTS IN THE EVENT OF ANY PARTIAL REDEMPTION OF THE BONDS; OR (vi) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC, OR ITS NOMINEE, CEDE & CO., AS OWNER.

SO LONG AS A BOOK-ENTRY SYSTEM OF EVIDENCE OF TRANSFER OF OWNERSHIP OF ALL THE BONDS IS MAINTAINED IN ACCORDANCE HEREWITH, THE PROVISIONS OF THIS RESOLUTION RELATING TO THE DELIVERY OF PHYSICAL BOND CERTIFICATES SHALL BE DEEMED INAPPLICABLE OR BE OTHERWISE SO CONSTRUED AS TO GIVE FULL EFFECT TO SUCH BOOK-ENTRY SYSTEM. IF THE PROVISIONS OF THE LETTER OF REPRESENTATION SHALL BE IN CONFLICT WITH THE PROVISIONS OF THIS RESOLUTION AS SAID PROVISIONS RELATE TO DTC, THE PROVISIONS OF THE LETTER OF REPRESENTATION SHALL CONTROL.

Section 4.6. Mutilated, Lost, Stolen, or Destroyed Bonds.

(a) In the event any Bond is mutilated, lost, stolen, or destroyed, the City may execute, and upon the request of an Authorized Officer of the City the Paying Agent and Registrar shall authenticate and deliver, a new Bond of like maturity, interest rate, and principal amount, and bearing the same number (but with appropriate designation indicating that such new Bond is a replacement Bond) as the mutilated, destroyed, lost, or stolen Bond, in exchange for the mutilated Bond or in substitution for the Bond so destroyed, lost, or stolen. In every case of exchange or substitution, the Bondholder shall furnish to the City and the Paying Agent and Registrar: (1) such security or indemnity as may be required by them to save each of them harmless from all risks, however remote; and, (2) evidence to their satisfaction of the mutilation, destruction, loss, or theft of the subject Bond and the ownership thereof. Upon the issuance of any Bond upon such exchange or substitution, the City and the Paying Agent and Registrar may require the Owner thereof to pay a sum sufficient to defray any tax or other governmental charge

that may be imposed in relation thereto and any other expenses, including printing costs and counsel fees, of the City and the Paying Agent and Registrar. In the event any Bond which has matured or is about to mature shall become mutilated or be destroyed, lost, or stolen, the City may, instead of issuing a Bond in exchange or substitution therefor, pay or authorize the payment of the same (without surrender thereof except in the case of a mutilated Bond) if the Owner thereof shall pay all costs and expenses, including attorneys' fees, incurred by the City and the Paying Agent and Registrar in connection herewith, as well as a sum sufficient to defray any tax or other governmental charge that may be imposed in relation thereto and shall furnish to the City and the Paying Agent and Registrar such security or indemnity as they may require to save them harmless and evidence to the satisfaction of the City and the Paying Agent and Registrar the mutilation, destruction, loss, or theft of such Bond and of the ownership thereof.

(b) Every Bond issued pursuant to the provisions of this section shall constitute an additional contractual obligation of the City (whether or not the destroyed, lost, or stolen Bond shall be found at any time to be enforceable) and shall be entitled to all the benefits of this Bond Resolution equally and proportionately with any and all other Bonds duly issued under this Bond Resolution.

(c) All Bonds shall be held and owned upon the express condition that the provisions of this Section are exclusive, with respect to the replacement or payment of mutilated, destroyed, lost, or stolen Bonds, and, to the maximum extent legally permissible, shall preclude all other rights or remedies, notwithstanding any law or statute now existing or hereafter enacted to the contrary.

Section 4.7. Authentication.

The Paying Agent and Registrar is hereby authorized to authenticate and deliver the Bonds to the Underwriter or as it may designate upon receipt by the City of the proceeds of the sale thereof, to authenticate and deliver Bonds in exchange for Bonds of the same principal amount delivered for transfer upon receipt of the Bond(s) to be transferred in proper form with proper documentation as hereinabove described. The Bonds shall not be valid for any purpose unless authenticated by the Paying Agent and Registrar by the manual signature of an officer thereof on the certificate set forth herein on the Bond form.

Section 4.8. Qualification for DTC.

The Paying Agent and Registrar is hereby authorized to take such actions as may be necessary from time to time to qualify and maintain the Bonds for deposit with DTC, including but not limited to, wire transfers of interest and principal payments with respect to the Bonds, utilization of electronic book entry data received from DTC in place of actual delivery of Bonds and provision of notices with respect to Bonds registered by the DTC (or any of its designees identified to the Paying Agent and Registrar) by overnight delivery, courier service, telegram, telecopy or other similar means of communication. No such arrangements with DTC may adversely affect the interest of any of the Owners of the Bonds, provided, however, that the Paying Agent and Registrar shall not be liable with respect to any such arrangements it may make pursuant to this section.

Section 4.09. Rating Agency.

The City authorized to enter into an agreement with a Rating Agency as may be required under the Purchase Agreement. Any terms or conditions of the Rating Agency shall be attached to this resolution and incorporated herein as if stated in full.

Section 4.10. Bond Counsel.

The Mayor and Finance Officer are authorized to retain Meierhenry Sargent LLP as Bond Counsel upon such terms as they approve.

Section 4.11. Dissemination Agent.

The City authorizes the Authorized Officer of the City to retain a dissemination agent with regard to the written undertaking authorized in Section 11.7 hereof.

Section 4.12. Underwriter.

The Mayor and Finance Officer are authorized to retain Dougherty & Company LLC as Underwriter upon such terms as they approve, and if the Bonds are ultimately privately placed as placement agent upon such terms as they approve.

ARTICLE V

REDEMPTION OF BONDS PRIOR TO MATURITY

Section 5.1. Redemption

(a) **Redemption.** The Bonds shall be redeemable as set forth in the Bond Purchase Agreement.

ARTICLE VI

PAYING AGENT AND REGISTRAR

Section 6.1. Appointment and Acceptance of Duties.

(a) The City hereby authorizes the City Finance Officer to act as or to appoint the Paying Agent and Registrar with respect to the Bonds and authorizes and directs the Paying Agent and Registrar to maintain bond registration records with respect to the Bonds, to authenticate and deliver the Bonds as provided herein, either at original issuance, upon transfer, or as otherwise directed by the City, to effect transfers of the Bonds, to give all notices of redemption as required herein, to make all payments of principal and interest with respect to the Bonds as provided herein, to cancel and destroy Bonds which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer, to furnish the City at least annually a certificate of destruction with respect to Bonds canceled and destroyed, and to furnish the City at least annually an audit confirmation of Bonds paid, Bonds Outstanding and payments made with

respect to interest on the Bonds. The Mayor and the City Finance Officer, or either of them is hereby authorized to execute and the City Finance Officer is hereby authorized to attest such written agreement between the City and the Paying Agent and Registrar as they shall deem necessary or proper with respect to the obligations, duties and rights of the Paying Agent and Registrar. The payment of all reasonable fees and expenses of the Paying Agent and Registrar for the discharge of its duties and obligations hereunder or under any such agreement is hereby authorized and directed.

Section 6.2. Permitted Acts and Functions.

The Paying Agent and Registrar may become the Owner of any Bonds, with the same rights as it would have if it were not a Paying Agent and Registrar. The Paying Agent and Registrar may act as a purchaser or fiscal agent in connection with the sale of the Bonds or of any other securities offered or issued by the City.

Section 6.3. Resignation or Removal of the Paying Agent and Registrar and Appointment of Successors.

(a) The Paying Agent and Registrar may at any time resign and be discharged of the duties and obligations created by the Bond Resolution by giving at least sixty (60) calendar days' written notice to the City Finance Officer. The Paying Agent and Registrar may be removed at any time by the City Finance Officer, provided that such removal does not constitute a breach of any contractual agreement with any such Paying Agent and Registrar, by filing written notice of such removal with such Paying Agent and Registrar. Any successor Paying Agent and Registrar shall be appointed by the City Finance Officer and shall be a trust company or a bank having the powers of a trust company, having a combined capital, surplus, and undivided profits aggregating at least Seventy-Five Million Dollars (\$75,000,000), willing to accept the office of Paying Agent and Registrar on reasonable and customary terms and authorized by law to perform all the duties imposed upon it by the Bond Resolution.

(b) In the event of the resignation or removal of the Paying Agent and Registrar, such Paying Agent and Registrar shall pay over, assign and deliver any monies and securities held by it as Paying Agent and Registrar, and all books and records and other properties held by it as Paying Agent and Registrar, to its successor, or if there be no successor then appointed, to the City Finance Officer until such successor be appointed.

Section 6.4. Merger or Consolidation of Paying Agent and Registrar.

Any corporation or association into which the Paying Agent and Registrar may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its trust business and assets as a whole, or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation, or transfer to which it is a party shall be and become successor Paying Agent and Registrar hereunder and shall be vested with all the trusts, powers, discretion, immunities, privileges, and other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed, or conveyance on the part of any of the parties hereto, anything herein contained to the contrary notwithstanding. Upon any such conversion, merger, consolidation, sale or transfer, the City Finance Officer shall have

the right and option, upon notice to such converted, merged, consolidated or acquiring entity, to remove such entity and appoint a successor thereto pursuant to the procedures and requirements set forth in Section 6.3 hereof.

ARTICLE VII

Section 7.1. Call and Redemption of Sales Tax Revenue Refunding Bonds, Series 2011A

The Sales Tax Revenue Refunding Bonds, Series 2011A shall be called on or after December 1, 2019 after which date said bonds shall cease to accrue interest. The City reserves the right not to call one or more series or a portion thereof if interest savings do not warrant said refunding.

Notice of the City's intention to refund the Refunded Bonds shall be shall be posted on <http://emma.msrb.org> within 10 days of the passage of this Resolution and be given, at the direction of the Finance Officer, by the respective paying agents for the Refunded Bonds, to the respective Registered Owners of the Refunded Bonds. Such notice shall be in substantially the form as provided in Exhibit B attached hereto and by this reference made a part hereof.

ARTICLE VIII

SALE OF BONDS AND DEPOSIT OF PROCEEDS

Section 8.1. Sale of Bonds.

The Bonds shall be sold to the Underwriter at a price to be set forth in the Bond Purchase Agreement. The Mayor and the Finance Officer, or either of them, in consultation with the Underwriter, are authorized to make such changes in the structuring of the terms and sale of the Bonds as they shall deem necessary to maximize the savings from the refunding of the Refunded Bonds. In this regard, they, or either of them, in consultation with the Underwriter, are authorized to cause to be sold an aggregate principal amount of the Bonds less than that authorized herein cause fewer than all the Refunded Bonds to be refunded, to sell any or all of the Bonds as term Bonds with annual mandatory redemption requirements which will produce substantially the same annual principal reductions as authorized herein, to change the dated date of the Bonds, and to adjust principal and interest payment dates and redemption dates of the Bonds. The form of the bond set forth in Exhibit A attached hereto shall be conformed to reflect any changes, if any, as hereinbefore mentioned. The Mayor and the City Finance Officer, or either of them, are hereby authorized to execute and the City Finance Officer is authorized to attest the Bond Purchase Agreement with the Underwriter providing for the purchase and sale of the Bonds. The Bond Purchase Agreement shall be in form and content acceptable to the Mayor and Finance Officer, the execution thereof by either of them to constitute conclusive evidence thereof; provided the Bond Purchase Agreement effects the sale of the Bonds in accordance with the provisions of this Resolution and is not inconsistent with the terms hereof. The Mayor and the City Finance Officer are authorized to cause the Bonds to be authenticated and delivered by the Paying Agent and Registrar to the Underwriter and to execute, publish, and deliver all

certificates and documents including the Official Statement and closing certificates and documents as they shall deem necessary in connection with the sale and delivery of the Bonds.

Section 8.2. Official Statement.

If the Bonds are sold to the Underwriter, the Mayor, Finance Officer, and the Underwriter are hereby authorized and directed to provide for the preparation and distribution of a Preliminary Official Statement describing the Bonds (the "Preliminary Official Statement"). After the Bonds have been sold, the Mayor and Finance Officer shall make such completions, omissions, insertions and changes in the Preliminary Official Statement not inconsistent with this Resolution as are necessary or desirable to complete it as a final Official Statement for purposes of Rule 15c2-12(e)(3) of the Securities and Exchange Commission.

To comply with paragraph (b) (3) of Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934 (the "Rule") and with Rule G-32 City agrees to deliver to the Underwriter, the Official Statement (which shall be a final official statement, as such term is defined in the Rule, as of its date) in an electronic format as prescribed by the MSRB.

Section 8.3. Disposition of Bond Proceeds.

The proceeds of the sale of the Bonds shall be disbursed as follows:

- (a) An amount representing accrued interest on the Bonds from the dated date to the closing date shall be deposited to the appropriate fund of the City to be used to pay interest on the Bonds on the first interest payment date following delivery of the Bonds.
- (b) An amount which, together with other legally available funds of the City, if any, and investment earnings thereon and on said Bond proceeds, will be sufficient to pay principal of and premium and interest on the Refunded Bonds to their earliest optional redemption dates 2019;
- (c) The remaining proceeds of the sale of the Bonds shall be used to pay the costs of issuance and sale of the Bonds including surety bond costs, necessary legal, accounting and fiscal expenses, printing, engraving, advertising and similar expenses, administrative and clerical costs, rating agency fees, Paying Agent and Registrar fees, and other necessary miscellaneous expenses incurred in connection with the issuance and sale of the Bonds.

Section 8.4. Tax Matters.

- (a) The City covenants and agrees with the registered owners from time to time of the Bonds that it will not take or permit to be taken by any of its officers, employees or agents any action which would cause the interest on the Bonds to become includable in gross income for federal income tax purposes under the Code and applicable Treasury Regulations (the "Regulations"), and covenants to take any and all actions within its powers to ensure that the basic interest on the Bonds will not become includable in gross income for federal income tax purposes under the Code and the Regulations.

- (b) The Mayor and the City Finance Officer, being the officers of the City charged with the responsibility for issuing the Bonds pursuant to this Resolution are hereby authorized and directed to execute and deliver to the Underwriter thereof a certificate in accordance with the provisions of Section 148 of the Code, and Section 1.148-2(b) of the Regulations, stating that on the basis of facts, estimates and circumstances in existence on the date of issue and delivery of the Bonds, it is reasonably expected that the proceeds of the Bonds will be used in a manner that would not cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code and the Regulations.
- (c) The City shall file with the Secretary of the Treasury a statement concerning the Bonds containing the information required by Section 149(e) of the Code.
- (d) Pursuant to Section 265(b)(3)(B)(ii) of the Code, the City hereby designates the Bonds as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code. The City hereby represents that it does not anticipate that obligations bearing interest not includable in gross income for purposes of federal income taxation under Section 103 of the Code (including refunding obligations as provided in Section 265 (b) (3) of the Code and including "qualified 501 (c)(3) Bonds" but excluding other "private activity bonds," as defined in Sections 141(a) and 145(a) of the Code) will be issued by or on behalf of the City and all "subordinate entities" of the City in 2019 in an amount greater than \$10,000,000.

ARTICLE IX

MISCELLANEOUS

Section 9.1. Failure to Present Bonds.

(a) Subject to the provisions of Section 4.7 hereof, in the event any Bond shall not be presented for payment when the principal or redemption price hereof becomes due, either at maturity or at the date fixed for prior redemption thereof or otherwise, and in the event monies sufficient to pay such Bond shall be held by the Paying Agent and Registrar for the benefit of the Owner thereof, all liability of the City to such Owner for the payment of such Bond shall forthwith cease, determine, and be completely discharged. Whereupon, the Paying Agent and Registrar shall hold such monies, without liability for interest thereon, for the benefit of the Owner of such Bond who shall thereafter be restricted exclusively to such monies for any claim under the Resolution or on, or with respect to, said Bond.

(b) If any Bond shall not be presented for payment within a period of five years following the date when such Bond becomes due, whether by maturity or otherwise, the Paying Agent and Registrar shall, subject to the provisions of any applicable escheat or other similar law, pay to the City any monies then held by the Paying Agent and Registrar for the payment of such Bond and such Bond shall (subject to the defense of any applicable statute of limitation) thereafter constitute an unsecured obligation of the City.

Section 9.2. Payments Due on Saturdays, Sundays, and Holidays.

In any case where the date of maturity or interest on or principal of any Bond, or the date fixed for redemption of any Bond, shall be a Saturday or Sunday or shall be, at the place designated for payment, a legal holiday or a day on which banking institutions similar to the Paying Agent and Registrar are authorized by law to close, then the payment of the interest on, or the principal, or the redemption price of, such Bond need not be made on such date but must be made on the next succeeding day not a Saturday, Sunday, or a legal holiday or a day upon which banking institutions similar to the Paying Agent and Registrar are authorized by law to close, with the same force and effect as if made on the date of maturity or the date fixed for redemption, and no interest shall accrue for the period after such date.

Section 9.3. Miscellaneous Acts.

The appropriate officers of the City are hereby authorized, empowered, and directed to do any and all such acts and things, and to execute, acknowledge, deliver, and, if applicable file or record, or cause to be filed or recorded, in any appropriate public offices, all such documents, instruments, and certifications, in addition to those acts, things, documents, instruments, and certifications hereinbefore authorized and approved, as may, in their discretion, be necessary or desirable to implement or comply with the intent of this Bond Resolution, or any of the documents herein authorized and approved, or for the authorization, issuance, and delivery by the City of the Bonds.

Section 9.4. Amendment.

The City Commission is hereby authorized to make such amendments to this Bond Resolution as will not impair the rights of the Bondholders.

Section 9.5. No Recourse Under Bond Resolution or on Bonds.

All stipulations, promises, agreements, and obligations of the City contained in this Resolution or any supplemental resolutions shall be deemed to be the stipulations, promises, agreements, and obligations of the City and not of any officer, director, or employee of the City in his or her individual capacity, and no recourse shall be had for the payment of the principal of or interest on the Bonds or for any claim based thereon or on this Resolution against any officer, director, or employee of the City or against any official or individual executing the Bonds.

Section 9.6. Partial Invalidity.

If any one or more of the provisions of this Bond Resolution, or of any exhibit or attachment thereto, shall be held invalid, illegal, or unenforceable in any respect, by final decree of any court of lawful jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, or of any exhibit or attachment thereto, but this Bond Resolution, and the exhibits and attachments thereto, shall be construed the same as if such invalid, illegal, or unenforceable provision had never been contained herein, or therein, as the case may be.

Section 9.7. Continuing Disclosure.

The City hereby covenants and agrees that it will provide financial information and material event notices as required by Rule 15c2-12 of the Securities Exchange Commission for the Bonds. The Mayor is authorized to execute at the Closing of the sale of the Bonds, an agreement for the benefit of and enforceable by the owners of the Bonds specifying the details of the financial information and material event notices to be provided and its obligations relating thereto. Failure of the City to comply with the undertaking herein described and to be detailed in said closing agreement, shall not be a default hereunder, but any such failure shall entitle the owner or owners of any of the Bonds to take such actions and to initiate such proceedings as shall be necessary and appropriate to cause the City to comply with its undertaking as set forth herein and in said agreement, including the remedies of mandamus and specific performance.

Section 9.8. Post Issuance Compliance.

The City does hereby adopt Meierhenry Sargent Post-Issuance Compliance Policy and Tax-Advantaged Obligations and Continuing Disclosure with regard to the Bonds attached hereto. The City appoints the Finance Officer as its chief post issuance compliance officer.

Section 9.9. Conflicting Resolutions Repealed.

All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed.

The above and foregoing resolution was moved for adoption by _____, seconded by _____ and upon roll call vote,

voted aye,

voted nay,

Absent:

whereupon the Mayor declared the resolution to be duly passed and adopted.

Mayor, Nathan V. Johnson

Attest:

Finance Officer, Al Viereck

Adopted:

Published:

Effective Date:

KNOW ALL MEN BY THESE PRESENTS: That the City of Yankton, South Dakota (the "City"), in Yankton County, in the State of South Dakota, hereby acknowledges itself to owe and for value received promises to pay Principal Amount, from the Sales Tax Bond Fund of the City, to the Registered Owner mentioned above in lawful money of the United States of America, together with interest thereon from the Bond Date mentioned above at the Interest Rate mentioned above. The interest hereon is payable _____, and semiannually thereafter on _____ and _____ in each year to maturity or earlier redemption by wire transfer, check or draft mailed to the Registered Owner at its address as it appears on the Bond registration books of the City maintained by The First National Bank in Sioux Falls, Sioux Falls, South Dakota as Bond registrar and paying agent (the "Registrar"), on the close of business on the _____ day (whether or not a business day) of the calendar month next preceding such interest payment date (the "Record Date"). The principal hereof due at maturity or upon redemption prior to maturity is payable at the office of Registrar upon presentation and surrender of this Bond at maturity or upon earlier redemption. The principal of, premium (if any) and interest on this Bond is payable in any coin or currency of the United States of America which, at the time of payment, is legal tender for the payment of public and private debts.

The Bonds: This Bond is one of an authorized issue of Bonds limited in aggregate principal amount to a maximum of \$ _____ (the "Bonds") all of like date and tenor except as to maturity, interest rates and privileges of redemption, the proceeds of this issue combined with interest earnings will be used for the purpose of providing funds to (i) refund the City's Sales Tax Revenue Bonds (Short Term Subordinate), Series 2011A dated June 1, 2011, and (ii) pay the costs of issuance of the Bonds described herein, pursuant to a resolution duly and regularly adopted by the City on _____, 2019 (the "Bond Resolution"), and are subject to all the provisions and limitations of the Resolution and Chapters 10-52 and Sections 6-8B-30 to 6-8B-52, South Dakota Codified Laws, as amended.

Security Provisions: The City has pledged and agreed to collect, so long as the Bonds are outstanding, the City's two percent non-ad valorem tax (the "Sales Tax") in an amount sufficient to pay principal, premium and interest when due on the Bonds. The Sales Tax and the reserve fund are pledged for the payment of the Bonds. The City agrees and covenants to impose and collect the Sales Tax as long as the Bonds are outstanding in accordance with SDCL 10-52.

Redemption:

[RESERVE LANGUAGE]

This Bond is transferable by the registered holder hereof in person or by his attorney duly authorized in writing at the office of the Bond Registrar in Sioux Falls, South Dakota, but only in the manner, subject to the limitations and upon payment of the charges provided in the Bond Resolution, and upon surrender and cancellation of this Bond. Upon such transfer a new Bond or Bonds of authorized denomination of the same maturity and for the same aggregate principal amount will be issued to the transferee in exchange therefore.

The City and the Bond Registrar may deem and treat the registered holder hereof as the absolute owner hereof and neither the City nor the Bond Registrar shall be affected by any notice to the contrary.

Additional Bonds: The City may issue additional bonds (the "Parity Bonds") payable from the Sales Tax and having a lien upon such revenues on a parity with the Bonds and the Outstanding Parity Bonds providing that:

1. the City is current in the payment of principal and interest on the Outstanding Bonds and is current in the collections required for the Principal and Interest Account and the Reserve Account.
2. the Sales Tax collected by the City for any twelve consecutive months out of the fifteen months immediately preceding the issuance of the proposed debt was at least 125% of the maximum annual principal and interest requirements on the Outstanding Bonds and the proposed Parity Bonds.

Bank Qualification: The City has in the Resolution designated such issue of Bonds as "qualified tax-exempt obligations" pursuant to Section 265(b)(3)(B)(III) of the Internal Revenue Code of 1986, as amended.

Form of Bond Opinion

_____, 2019

**CITY OF YANKTON
YANKTON COUNTY, SOUTH DAKOTA
\$ _____ SALES TAX REVENUE REFUNDING BONDS,
SERIES 2019**

We have acted as bond counsel in connection with the issuance by the City of Yankton, Yankton County, South Dakota, (the "Issuer") of \$ _____ Sales Tax Revenue Refunding Bonds, Series 2019, dated _____, 2019 (the "Bonds"). We have examined the law, Resolution _____ (the "Resolution") and such certified proceedings and other papers as we deemed necessary to render this opinion.

We have not been engaged or undertaken to review the accuracy, completeness or sufficiency of the Official Statement or other offering material relating to the Bonds and we express no opinion relating thereto.

As to questions of fact material to our opinion, we have relied upon the certified proceedings and other certifications of public officials furnished to us without undertaking to verify such facts by independent investigation.

Based upon the foregoing, we are of the opinion that, under existing law:

1. The Issuer is duly created and validly existing as a body corporate and politic and public instrumentality of the State of South Dakota with the corporate power to adopt and perform the resolution and issue the Bonds.
2. Resolution _____ has been duly adopted by the Issuer on _____, 2019 and constitutes a valid and binding obligation of the Issuer enforceable upon the Issuer and enforceable within its terms.
3. The Resolution pledges the City's two (2) per cent on the gross receipts of all persons engaged in business within the jurisdiction of the City of Yankton, Yankton County, South Dakota, who are subject to the South Dakota Retail Occupational Sales and Service Tax, SDCL 10-45 and the (2) percent excise tax on the privilege of use, storage and consumption within the jurisdiction of the city of tangible personal property or services which are subject to the South Dakota Use Tax Act, SDCL 10-46, and acts amendatory thereto (the "Sales Tax") in an amount sufficient to pay principal, premium and interest when due on the Bonds.
4. The Bonds have been duly authorized, executed and delivered by the Issuer and are valid and binding special obligations of the Issuer, payable solely from City's Sales Tax.
5. The interest on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax. The opinions set forth in the preceding sentence are subject to the condition that the Issuer comply with all requirements of the Internal Revenue Code of 1986 as amended, that must be satisfied subsequent to the issuance of the Bonds in order that interest thereon be, or continue to be, excluded from gross

income for federal income tax purposes. The Issuer has covenanted to comply with each such requirement. Failure to comply with certain of such requirements may cause the inclusion of interest on the Bonds in gross income for federal income tax purposes to be retroactive to the date of issuance of the Bonds. We express no opinion regarding other federal tax consequences arising with respect to the Bonds.

6. The Bonds are exempt from all taxation as property by the State of South Dakota except for estate inheritance taxes, and taxes imposed upon financial institutions.

7. The Bonds are qualified tax-exempt obligations within the meaning of Section 265(b)(3)(B)(i)(III) of the Code. The Bonds are eligible for purchase by financial institutions.

It is to be understood that the rights of the holders of the Bonds and the enforceability thereof may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable and that their enforcement may be subject to the exercise of judicial discretion in appropriate cases.

Meierhenry Sargent LLP

AS PROVIDED IN THE RESOLUTION REFERRED TO HEREIN, UNTIL THE TERMINATION OF THE SYSTEM OF BOOK-ENTRY-ONLY TRANSFERS THROUGH DEPOSITORY TRUST COMPANY, NEW YORK, NEW YORK (TOGETHER WITH ANY SUCCESSOR SECURITIES DEPOSITORY APPOINTED PURSUANT TO THE RESOLUTION, "DTC"), AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THE RESOLUTION TO THE CONTRARY, A PORTION OF THE PRINCIPAL AMOUNT OF THIS BOND MAY BE PAID OR REDEEMED WITHOUT SURRENDER HEREOF TO THE REGISTRAR. DTC OR A NOMINEE, TRANSFEREE OR ASSIGNEE OF DTC OF THIS BOND MAY NOT RELY UPON THE PRINCIPAL AMOUNT INDICATED HEREON AS THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID. THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID SHALL FOR ALL PURPOSES BE THE AMOUNT DETERMINED IN THE MANNER PROVIDED IN THE RESOLUTION.

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED OFFICER OF DTC (A) TO THE REGISTRAR FOR REGISTRATION OF TRANSFER OR EXCHANGE OR (B) TO THE REGISTRAR FOR PAYMENT OF PRINCIPAL, AND ANY BOND ISSUED IN REPLACEMENT HEREOF OR SUBSTITUTION HEREFOR IS REGISTERED IN THE NAME OF DTC AND ANY PAYMENT IS MADE TO DTC OR ITS NOMINEE, ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL BECAUSE ONLY THE REGISTERED OWNER HEREOF, DTC OR ITS NOMINEE, HAS AN INTEREST HEREIN.

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated:

NOTICE: The signature to this Assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

**EXHIBIT B
NOTICE OF REDEMPTION OF
SALES TAX REVENUE BONDS (SHORT TERM SUBORDINATE), SERIES 2011A
OF THE CITY OF YANKTON
YANKTON COUNTY
STATE OF SOUTH DAKOTA**

Notice is hereby given to the owners and holders of following Bonds named in the above caption that the City of Yankton, Yankton County, State of South Dakota has exercised its option to call for redemption and payment all of said Bonds prior to their maturity, and such Bonds will be paid on December 1, 2019 upon surrender of said Bonds, and such payment will be at a price of par plus accrued interest up to and including December 1, 2019.

<u>Maturity Date</u>	<u>Principal Outstanding</u>	<u>Interest Rate</u>	<u>CUSIP</u>
December 1, 2019	\$ 120,000	2.70%	984820 BN9
December 1, 2020	125,000	2.90%	984820 BP4
December 1, 2021	130,000	3.00%	984820 BQ2
December 1, 2023	265,000	3.40%	984820 BR0
December 1, 2025	285,000	3.70%	984820 BS8
December 1, 2027	310,000	4.00%	984820 BT6
December 1, 2029	335,000	4.20%	984820 BU3
December 1, 2031	365,000	4.40%	984820 BV1
	<u>\$1,935,000</u>		

The Bonds are being called pursuant to a Resolution dated _____, 2019 of the City of Yankton, at the above principal amount of each such Bond, together with interest accrued to the Redemption Date. From and after Redemption Date, interest on the Bonds hereby called shall cease, provided funds have been deposited with us to effect the redemption.

The redemption to be effected is conditioned on receipt by the Paying Agent on or before the Redemption Date of moneys sufficient to pay the redemption price of and interest on the Bonds to be redeemed. If moneys sufficient to pay the redemption price of and interest on such Bonds are not received by the Paying Agent on or before the Redemption Date, the redemption shall not be made and the Paying Agent will, within a reasonable time thereafter give a rescission notice, in the manner in which the notice of redemption was given.

The called Bonds should be presented as follows:

The First National Bank in Sioux Falls,
100 South Phillips Avenue
Sioux Falls, SD 57104
Attention: Corporate Trust

When inquiring about this redemption, please have the Bond Number available. Please inform the customer service representative of the CUSIP number(s) of the affected 2011A Bond(s). Customer Service may be reached at (605) 335-5122.

The First National Bank in Sioux Falls
As Registrar and Paying Agent

Dated:

In compliance with United States Federal Tax Laws, redeeming institutions are required to withhold taxes at the applicable rate from the payment if they are not provided with your social security number or federal employer identification number, properly certified. This requirement is fulfilled through the submitting of IRS Form W-9, which may be obtained at a bank or other financial institution.

The Issuer and Paying Agent shall not be responsible for the selection of or use of CUSIP numbers, nor is any representation made as to their correctness indicated in this Notice of Redemption. They are included solely for the convenience of the holders.

ATTACHMENT TO RESOLUTION

Post-Issuance Compliance Policy for Tax-Exempt and Tax-Advantaged Obligations and Continuing Disclosure

Definitions

“Compliance Officer” means the Finance Officer of the Issuer.

“Issuer” means the City of Yankton, South Dakota.

Statement of Purpose

This Post-Issuance Compliance Policy (the "Policy") sets forth specific policies of the Issuer designed to monitor post-issuance compliance:

(i) with applicable provisions of the Internal Revenue Code of 1986, as amended (the "Code"), and regulations promulgated thereunder ("Treasury Regulations") for obligations issued by the Issuer on tax-exempt or tax-advantaged basis ("Obligations"); and

(ii) with applicable requirements set forth in certificates and agreement(s) ("Continuing Disclosure Agreements") providing for ongoing disclosure in connection with the offering of obligations to investors ("Offerings"), for obligations (whether or not tax- exempt I tax-advantaged) subject to the continuing disclosure requirements of Rule 15c2-12 (the "Rule") promulgated by the Securities and Exchange Commission ("SEC") under the Securities Exchange Act of 1934.

This Policy documents practices and describes various procedures and systems designed to identify on a timely basis facts relevant to demonstrating compliance with the requirements that must be satisfied subsequent to the issuance of Obligations in order that the interest on such Obligations continue to be eligible to be excluded from gross income for federal income tax purposes or that the Obligations continue to receive tax-advantaged treatment. The federal tax law requirements applicable to each particular issue of Obligations will be detailed in the arbitrage or tax certificate prepared by bond counsel and signed by officials of the Issuer and the post-closing compliance checklist provided by bond counsel with respect to that issue. This Policy establishes a permanent, ongoing structure of practices and procedures that will facilitate compliance with the requirements for individual borrowings.

This Policy similarly documents practices and describes various procedures and systems designed to ensure compliance with Continuing Disclosure Agreements, by preparing and disseminated related reports and information and reporting "material events" for the benefit of the holders of the Issuer's obligations and to assist the Participating Underwriters (within the meaning of the Rule) in complying with the Rule.

The Issuer recognizes that compliance with pertinent law is an on-going process, necessary during the entire term of the obligations, and is an integral component of the Issuer's debt management. Accordingly, the analysis of those facts and implementation of the Policy will require on-going monitoring and consultation with bond counsel and the Issuer's accountants and advisors.

General Policies and Procedures

The following policies relate to procedures and systems for monitoring post-issuance compliance generally.

- A. The Compliance Officer shall be responsible for monitoring post-issuance compliance issues.
- B. The Compliance Officer will coordinate procedures for record retention and review of such records.
- C. All documents and other records relating to Obligations issued by the Issuer shall be maintained by or at the direction of the Compliance Officer. In maintaining such documents and records, the Compliance Officer will comply with applicable Internal Revenue Service ("IRS") requirements, such as those contained in Revenue Procedure 97-22.
- D. The Compliance Officer shall be aware of options for voluntary corrections for failure to comply with post-issuance compliance requirements (such as remedial actions under Section 1.141-12 of the Regulations and the Treasury's Tax-Exempt Bonds Voluntary Closing Agreement Program) and take such corrective action when necessary and appropriate.
- E. The Compliance Officer will review post-issuance compliance procedures and systems on a periodic basis, but not less than annually.

Issuance of Obligations - Documents and Records

With respect to each issue of Obligations, the Compliance Officer will:

- A. Obtain and store a closing binder and/or CD or other electronic copy of the relevant and customary transaction documents (the "Transcript").
- B. Confirm that bond counsel has filed the applicable information report (e.g., Form 8038, Form 8038-G, Form 8038-CP) for such issue with the IRS on a timely basis.
- C. Coordinate receipt and retention of relevant books and records with respect to the investment and expenditure of the proceeds of such Obligations with other applicable staff members of the Issuer.

Arbitrage

The following policies relate to the monitoring and calculating of arbitrage and compliance with specific arbitrage rules and regulations.

The Compliance Officer will:

- A. Confirm that a certification of the initial offering prices of the Obligations with such supporting data, if any, required by bond counsel, is included in the Transcript.
- B. Confirm that a computation of the yield on such issue from the Issuer's financial advisor or bond counsel (or an outside arbitrage rebate specialist) is contained in the Transcript.
- C. Maintain a system for tracking investment earnings on the proceeds of the Obligations.
- D. Coordinate the tracking of expenditures, including the expenditure of any investment earnings. If the project(s) to be financed with the proceeds of the Obligations will be funded with multiple sources of funds, confirm that the Issuer has adopted an accounting methodology that maintains each source of financing separately and monitors the actual expenditure of proceeds of the Obligations.
- E. Maintain a procedure for the allocation of proceeds of the issue and investment earnings to expenditures, including the reimbursement of pre-issuance expenditures. This procedure shall include an examination of the expenditures made with proceeds of the Obligations within 18 months after each project financed by the Obligations is placed in service and, if necessary, a reallocation of expenditures in accordance with Section 1.148-6(d) of the Treasury Regulations.
- F. Monitor compliance with the applicable "temporary period" (as defined in the Code and Treasury Regulations) exceptions for the expenditure of proceeds of the issue, and provide for yield restriction on the investment of such proceeds if such exceptions are not satisfied.
- G. Ensure that investments acquired with proceeds of such issue are purchased at fair market value. In determining whether an investment is purchased at fair market value, any applicable Treasury Regulation safe harbor may be used.
- H. Avoid formal or informal creation of funds reasonably expected to be used to pay debt service on such issue without determining in advance whether such funds must be invested at a restricted yield.
- I. Consult with bond counsel prior to engaging in any post-issuance credit enhancement transactions or investments in guaranteed investment contracts.
- J. Identify situations in which compliance with applicable yield restrictions depends upon later investments and monitor implementation of any such restrictions.

K. Monitor compliance with six-month, 18-month or 2-year spending exceptions to the rebate requirement, as applicable.

L. Procure a timely computation of any rebate liability and, if rebate is due, to file a Form 8038-T and to arrange for payment of such rebate liability.

M. Arrange for timely computation and payment of "yield reduction payments" (as such term is defined in the Code and Treasury Regulations), if applicable.

Private Activity Concerns

The following polices relate to the monitoring and tracking of private uses and private payments with respect to facilities financed with the Obligations.

The Compliance Officer will:

A. Maintain records determining and tracking facilities financed with specific Obligations and the amount of proceeds spent on each facility.

B. Maintain records, which should be consistent with those used for arbitrage purposes, to allocate the proceeds of an issue and investment earnings to expenditures, including the reimbursement of pre-issuance expenditures.

C. Maintain records allocating to a project financed with Obligations any funds from other sources that will be used for otherwise non-qualifying costs.

D. Monitor the expenditure of proceeds of an issue and investment earnings for qualifying costs.

E. Monitor private use of financed facilities to ensure compliance with applicable limitations on such use. Examples of potential private use include:

1. Sale of the facilities, including sale of capacity rights;
2. Lease or sub-lease of the facilities (including leases, easements or use arrangements for areas outside the four walls, e.g., hosting of cell phone towers) or leasehold improvement contracts;
3. Management contracts (in which the Issuer authorizes a third party to operate a facility, e.g., cafeteria) and research contracts;
4. Preference arrangements (in which the Issuer permits a third party preference, such as parking in a public parking lot);
5. Joint-ventures, limited liability companies or partnership arrangements;

6. Output contracts or other contracts for use of utility facilities (including contracts with large utility users);
7. Development agreements which provide for guaranteed payments or property values from a developer;
8. Grants or loans made to private entities, including special assessment agreements; and
9. Naming rights arrangements.

Monitoring of private use should include the following:

1. Procedures to review the amount of existing private use on a periodic basis; and
2. Procedures for identifying in advance any new sale, lease or license, management contract, sponsored research arrangement, output or utility contract, development agreement or other arrangement involving private use of financed facilities and for obtaining copies of any sale agreement, lease, license, management contract, research arrangement or other arrangement for review by bond counsel.

If the Compliance Officer identifies private use of facilities financed with tax-exempt or tax-advantaged debt, the Compliance Officer will consult with the Issuer's bond counsel to determine whether private use will adversely affect the tax status of the issue and if so, what remedial action is appropriate. The Compliance Officer should retain all documents related to any of the above potential private uses.

Qualified Tax-Exempt Obligations

If the Issuer issues qualified tax-exempt obligations in any year, the Compliance Officer shall monitor all tax-exempt financings (including lease purchase arrangements and other similar financing arrangements and conduit financings on behalf of 501(c)(3) organizations) to assure that the \$10,000,000 "Small Issuer" limit is not exceeded.

Federal Subsidy Payments

The Compliance Officer shall be responsible for the calculation of the amount of any federal subsidy payments and the timely preparation and submission of the applicable tax form and application for federal subsidy payments for tax-advantaged obligations such as Build America Bonds, New Clean Renewable Energy Bonds and Qualified School Construction Bonds.

Reissuance

The following policies relate to compliance with rules and regulations regarding the reissuance of Obligations for federal law purposes.

The Compliance Officer will identify and consult with bond counsel regarding any post-issuance change to any terms of an issue of Obligations which could potentially be treated as a reissuance for federal tax purposes.

Record Retention

The following polices relate to retention of records relating to the Obligations Issued. The Compliance Officer will:

- A. Coordinate with staff regarding the records to be maintained by the Issuer to establish and ensure that an issue remains in compliance with applicable federal tax requirements for the life of such issue.
- B. Coordinate with staff to comply with provisions imposing specific recordkeeping requirements and cause compliance with such provisions, where applicable.
- C. Coordinate with staff to generally maintain the following:
 - 1. The Transcript relating to the transaction (including any arbitrage or other tax certificate and the bond counsel opinion);
 - 2. Documentation evidencing expenditure of proceeds of the issue;
 - 3. Documentation regarding the types of facilities financed with the proceeds of an issue, including, but not limited to, whether such facilities are land, buildings or equipment, economic life calculations and information regarding depreciation.
 - 4. Documentation evidencing use of financed property by public and private entities (e.g., copies of leases, management contracts, utility user agreements, developer agreements and research agreements);
 - 5. Documentation evidencing all sources of payment or security for the issue; and
 - 6. Documentation pertaining to any investment of proceeds of the issue (including the purchase and sale of securities, SLGs subscriptions, yield calculations for each class of investments, actual investment income received by the investment of proceeds, guaranteed investment contracts, and rebate calculations).
- D. Coordinate the retention of all records in a manner that ensures their complete access to the IRS.
- E. Keep all material records for so long as the issue is outstanding (including any refunding), plus seven years.

Continuing Disclosure

Under the provisions of SEC Rule 15c2-12 (the "Rule"), Participating Underwriters (as defined in the Rule) are required to determine that issuers (such as the Issuer) have entered into written Continuing Disclosure Agreements to make ongoing disclosure in connection with Offerings subject to the Rule. Unless the Issuer is exempt from compliance with the Rule or the continuing disclosure provisions of the Rule as a result of certain permitted exemptions, the Transcript for each issue of related obligations will include a Continuing Disclosure Agreement executed by the Issuer.

In order to monitor compliance by the Issuer with its Continuing Disclosure Agreements, the Compliance Officer will, if and as required by such Continuing Disclosure Agreements:

- A. Assist in the preparation or review of annual reports ("Annual Reports") in the form required by the related Continuing Disclosure Agreements.
- B. Maintain a calendar, with appropriate reminder notifications, listing the filing due dates relating to dissemination of Annual Reports, which annual due date is generally expressed as a date within a certain number of days (e.g., 365 days) following the end of the Issuer's fiscal year (the "Annual Report Due Date"), as provided in the related Continuing Disclosure Agreements.
- C. Ensure timely dissemination of the Annual Report by the Annual Report Due Date, in the format and manner provided in the related Continuing Disclosure Agreements, which may include transmitting such filing to the Municipal Securities Rulemaking Board ("MSRB") through the Electronic Municipal Market Access ("EMMA") System at www.emma.msrb.org in the format prescribed by the MSRB.
- D. Monitor the occurrence of any "Material Event" (as defined in the Continuing Disclosure Agreements) and timely file notice of the occurrence of any such Material Event in the manner provided under the Continuing Disclosure Agreements. To be timely filed, such notice must be transmitted within 10 days (or such other time period as set forth in the Continuing Disclosure Agreements) of the occurrence of such Material Event.
- E. Ensure timely dissemination of notice of any failure to perform under a Continuing Disclosure Agreement, if and as required by the Continuing Disclosure Agreement.
- F. Respond to requests, or ensure that the Issuer Contact (as defined in the Continuing Disclosure Agreement) responds to requests, for information under the Rule, as provided in the Continuing Disclosure Agreements.
- G. Monitor the performance of any dissemination agent(s) engaged by the Issuer to assist in the performance of any obligation under the Continuing Disclosure Agreements.

PASSED and ADOPTED by the City of Yankton, South Dakota, this ____ day of _____, 2019.

Mayor Nathan V. Johnson

ATTEST:

Finance Officer Al Viereck

Memorandum #19-175

To: *Amy Leon, City Manager*
From: *Brittany LaCroix, Events and Promotions Coordinator*
Subject: *Request by River City Domestic Violence Center and River City Family Connections for Special Events Parking Ordinance #933 to be in place on Saturday, August 24, 2019*
Date: *August 6, 2019*

River City Domestic Violence Center and River City Family Connections is requesting a Special Event No Parking street closure be put in place for the Walk A Mile and Family Fun Day events on Saturday, August 24, 2019. The street closure would include the alley west of The Lawn and Riverside Drive east of the alley, including the parking lot. The closure will be in effect from 8:00 AM to 4:00 PM on August 24, 2019.

These are annual events that coexist together to create one large awareness event. The main event components will happen in the grassy area of The Lawn. Organizers are requesting closures to ensure the safety of the kids and families that will be there migrating between the event and the bridge. Organizers will place No Parking signs 48 hours in advance.

In 2010, the City Commission adopted an ordinance allowing for a no parking designation for special events designated by a resolution before the governing body. This resolution would authorize the City to tow vehicles that are parked in the defined area and times.

River City Domestic Violence Center and River City Family Connections is requesting that Special Events Parking zone identifying boundaries of the zone and Tow Authorization be granted during this event. Yankton Parks, Recreation and City Events will place no parking signs 48 hours prior to the event on Wednesday, August 21, 2019. River City Domestic Violence Center and River City Family Connections will create a temporary sign to attach identifying details of the event.

Recommendation: It is recommended that the City Commission adopt Resolution #19-37 authorizing the no parking zone for Walk A Mile and Family Fun Day for the alley west of The Lawn and Riverside Drive east of the alley, including the parking lot. The closure will be in effect from 8:00 AM to 4:00 PM on August 24, 2019.

Respectfully submitted,



Brittany LaCroix
Events & Promotions Coordinator

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



Amy Leon, City Manager

Resolution #19-37

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, River City Domestic Violence Center and River City Family Connections has made a request to enact this no parking zone for their event on August 24, 2019.

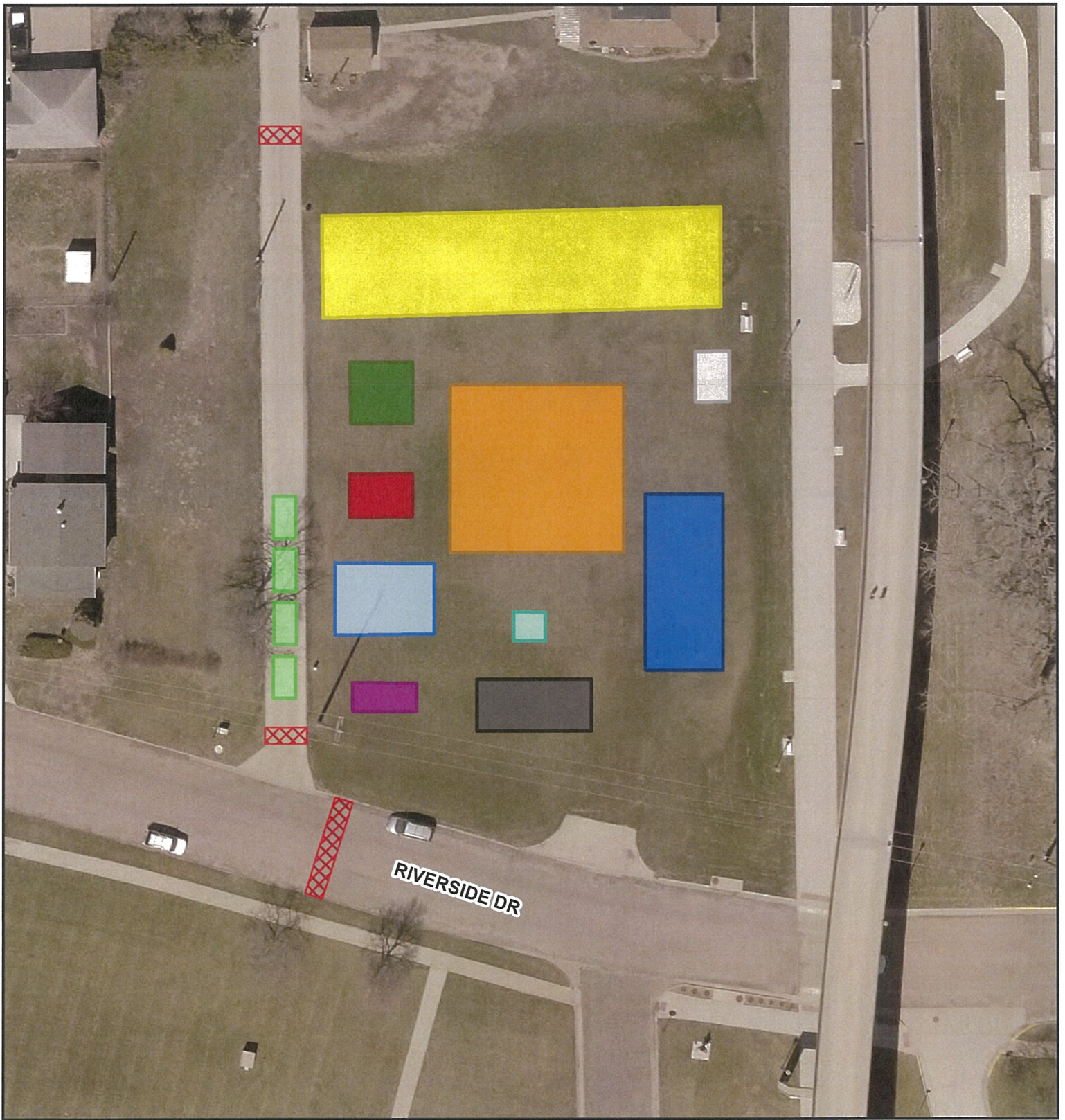
NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the City of Yankton, South Dakota hereby approves the Special Event Parking Request on August 24, 2019, from 8:00 AM to 4:00 PM for the alley west of The Lawn and Riverside Drive from the alley east, including the parking lot.

Adopted:

Nathan V Johnson, Mayor

ATTEST:

Al Viereck, Finance Officer



City of Yankton

Walk A Mile &
Annual Family Fun Day
August 24, 2019



- | | | | |
|--|------------------------------------|--|------------------|
| | Registration | | GFP Turtles |
| | Inflatables | | Zoomobile |
| | Carnival Games | | Tent with Tables |
| | Face Painting/Tattoos/More Seating | | Food Truck |
| | Cartoon Actors Walking | | Stage |
| | Local Heroes & Vehicles | | Road Block |



Memorandum #19-176

To: Amy Leon, City Manager
From: Bradley Moser, Civil Engineer
Subject: Bid Award for the Pearl Street Water Main Replacement from 2nd Street to 3rd Street
Date: August 6, 2019

Two bids were received for the Pearl Street Water Main Replacement Project from 2nd Street to 3rd Street. The work includes removing a portion of the existing surface, installing new water main and then replacing the concrete surface. The bids received are listed below:

- | | |
|---|--------------|
| 1. Feimer Construction, Inc., Yankton, SD | \$191,469.50 |
| 2. Slowey Construction, Inc., Yankton, SD | \$200,865.00 |

The low bidder meets the specifications. The Engineer's estimate for the project was \$181,610.75. The low bid is approximately 5% higher than the engineer estimate. Prices this time of year are very dependent on the contractor/subcontractor availability and can also be affected by adjustments to materials costs due to the changing economy. Based on this contractor's past work history and a review of the bids submitted, city staff recommends that the bid be awarded to Feimer Construction, Inc. in the amount of \$191,469.50.

Respectfully submitted,

Bradley Moser

Bradley Moser
Civil Engineer

Recommendation: It is recommended that the City Commission award the contract to Feimer Construction, Inc., in the amount of \$191,469.50, as explained in Memorandum #19-176.

I concur with the recommendation.
 I do not concur with the recommendation.



 Amy Leon
 City Manager

cc: Adam Haberman

_____ Roll call

Memorandum #19-173

To: Amy Leon, City Manager
From: Bradley Moser, Civil Engineer
Subject: Change Order Number 1, Final Project Acceptance and Final Payment for the 8th Street Replacement and Utility Improvement Project
Date: August 7, 2019

After years of discussion, the 8th Street reconstruction from Summit to Linn Street finally came to fruition. Although there were some trials and tribulations during the construction, the final product was well worth the wait and trouble.

The scope of the project included replacing the worn-out street section with a new three lane concrete section. There was both sanitary sewer and water main replacement work that was completed. The biggest impact, however, may have been the additional storm sewer that was installed to help manage storm run-off in an area of town that had issues during most rain events.

As can be expected with most projects and especially one of this size, 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 to the project cost of \$30,524.60. This adjusted the construction cost from \$2,533,271.30 to \$2,502,746.70.

The major increase, item #3, on the change order was because of the grade being too steep for the driveway at 704 W. 8th Street. A detail explanation of the work is provided in the RFP#4, which is also included. This is a case in which the consultants design had an oversight at this location. Even had this been detected prior to construction, city staff would agree that with the installation and grading of the new trail, some of the work that was completed would have been necessary anyway. After discussing this with the consultant, they have agreed to reimburse half of the cost \$13,424.00 to the City, if the commission accepts the change order.

The attachment to Change Order No. 1, provides a breakdown of the 169 bid items and the respective quantities that changed once as-built field measurements were completed.

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 \$95,430.75, to Slowey Construction, Inc., based on the attached final pay request.

Respectfully submitted,



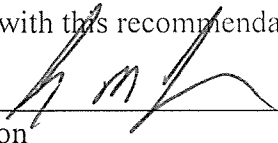
Bradley Moser
Civil Engineer

_____ Roll call

Recommendation: It is recommended that the City Commission approve Change Order No. 1, accept the completed reconstruction of the 8th Street Project, and authorize the Finance Officer to issue a manual check to Slowey Construction, Inc., in the amount of \$95,430.75, as detailed in Memorandum #19-173.

I concur with this recommendation.

I do not concur with this recommendation.



Amy Leon
City Manager

cc: Adam Habeman (electronic)
file

____ Roll call



REQUEST FOR PROPOSAL (RFP)

RFP # 03

DATE: December 4, 2018

TO: Pat Slowey
Slowey Construction, Inc.
2510 W 31st Street
Yankton, SD 57078

FROM: Stockwell Engineers, Inc.
215 Walnut St.
Yankton, SD 57078

RE: 8th Street – Summit to Broadway
Street & Utilities Improvement Project
Yankton, SD
SEI No. 16301

Please submit an itemized cost break down for changes in the contract sum resulting from the following described proposed modification to the Contract Documents. PLEASE SUBMIT PROPOSAL WITHIN (5) DAYS OR LESS.

Subject No. 1: 710 W 8th Street Retaining Wall:

The items listed below are for the removal of the installed portion of the SDDOT Type C retaining wall, and installation of a rock landscaping wall and vegetation. The new retaining wall will require the removal of the existing partially installed SDDOT retaining wall to remove the exposed rebar. This can be done by saw cutting the 8' sidewalk longitudinally. The SDDOT Type C wall (partial) includes the materials and labor of a normal SDDOT Type C wall except for the concrete and labor for the wall concrete. Instead of the SDDOT Type C wall, the soil and landscaping will be held back with geotextile fabric and boulders. The shrubs will be removed and not replaced, and the existing stone/rock landscape will be repaired.

Table with 6 columns: Item No., Description, Quantity, Unit, Price, Total. Rows include: 10 Remove Concrete Pavement, 24 Saw Cut Concrete, 163 Retaining Wall SDDOT Type C, (new) SDDOT Type C Wall (Partial), (new) Rock landscaping, (new) Retaining Wall Stucco, and a Total row.

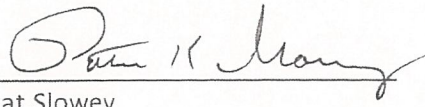


Total change in contract amount, or state "none" here: \$1529.25

Total change in contract time, or state "none" here: 2 working days

please return this form along with any attachments within five (5) days.

SLOWEY CONSTRUCTION, INC.



Pat Slowey



ENGINEERING / LANDSCAPE ARCHITECTURE / SURVEYING

215 Walnut St. Yankton, SD 57078

stockwellengineers.com / 605.665.8092

CITY OF YANKTON
APPLICATION AND RECOMMENDATION FOR PAYMENT
 Prepared by Stockwell Engineers

Contract for: 8th Street
 Street & Utility Improvements Project
 Yankton, SD

Dated: June 20, 2019

Application No. 10 & Final

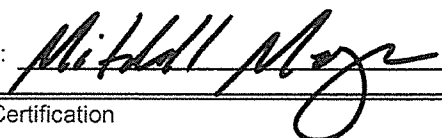
For work accomplished through the date of: April 30, 2019

Contractor: Slowey Construction, Inc.
 P.O. Box 113
 Yankton, SD 57078

This application meets the requirements of the Contract Documents.

In accordance with the contract, the undersigned recommends payment to the Contractor of the amount due as shown below.

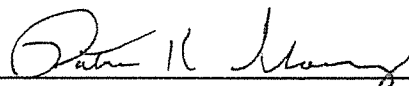
Engineer: STOCKWELL ENGINEERS, INC.

Dated: 6/21/19 By: 

Contractor's Certification

The undersigned Contractor certifies that (1) all previous progress payments received from the Owner on account of work done under the Contract referred to above have been applied to discharge in full all obligations of Contractor incurred in connection with work covered by prior Applications and Recommendations for Payment numbered 1 through 9, inclusive; and (2) title to all materials and equipment incorporated in said work or otherwise listed in or covered by this Application will pass to Owner at time of payment free and clear of all liens, claims, security interests and encumbrances (except such as covered by Bond acceptable to Owner).

Contractor: SLOWEY CONSTRUCTION, INC.

Dated: 6/20/19 By: 

Original Contract Price	\$2,533,271.30	Amount Due to Date	\$2,502,746.70
Net Change Orders (No. 1 through 1)	-\$30,524.60	Less Previous Payments	\$2,407,315.95
Current Contract Price	\$2,502,746.70	Less Retainage	\$0.00
		Amount Due this Application	\$95,430.75

This department concurs with this application for payment.

Owner: CITY OF YANKTON

Dated: _____ By: _____

CITY OF YANKTON
APPLICATION FOR PAYMENT DETAIL SHEET

Prepared by Stockwell Engineers, Inc.

Contract for: 8th Street
 Street & Utility Improvements Project
 Yankton, SD

Application Date:
 June 20, 2019

Application Period:
 From: December 16, 2018
 To: April 30, 2019

Stockwell No. 16301

Contractor: Slowey Construction, Inc.

By: Pat Slowey

Engineer: Stockwell Engineers, Inc.

By: Eric Derickson

Application No. 10 & Final

ITEM NO.	DESCRIPTION	PLAN UNITS	UNIT QUANTITY	UNIT PRICE	TOTAL TO DATE		PAST APPLICATION		THIS APPLICATION		REMARKS
					QUANTITY	EARNED	QUANTITY	PRICE	QUANTITY	PRICE	
General Items											
1	Mobilization	LS	1	\$147,175.00	1	\$147,175.00	1	\$147,175.00	0	\$0.00	
2	Incidental Work	LS	1	\$1,000.00	1	\$1,000.00		\$0.00	1	\$1,000.00	
3	Verify Utility	Each	10	\$250.00	10	\$2,500.00	10	\$2,500.00	0	\$0.00	
4	Locate Utility	Each	10	\$250.00	10	\$2,500.00	10	\$2,500.00	0	\$0.00	
Traffic Control											
5	Traffic Control , Units	Each	2651	\$1.60	2651	\$4,241.60	2651	\$4,241.60	0	\$0.00	
6	Traffic Control , Miscellaneous	LS	1	\$6,575.00	1	\$6,575.00	1	\$6,575.00	0	\$0.00	
7	Temporary Boardwalk	Feet	0	\$9.00		\$0.00		\$0.00	0	\$0.00	CCO#1
8	Temporary Mailbox	Each	69	\$42.00	69	\$2,898.00	69	\$2,898.00	0	\$0.00	CCO#1
Removals & Erosion Control											
9	Remove Curb & Gutter	Feet	6679	\$2.00	6679	\$13,358.00	6657	\$13,314.00	22	\$44.00	CCO#1
10	Remove Concrete Pavement	SqYd	2293	\$3.80	2293	\$8,713.40	2080	\$7,904.00	213	\$809.40	CCO#1
11	Remove Asphalt Concrete Pavement	SqYd	8814	\$2.00	8814	\$17,628.00	8814	\$17,628.00	0	\$0.00	CCO#1
	Remove Asphalt Overlaid Concrete										
12	Pavement	SqYd	5023	\$4.80	5023	\$24,110.40	5023	\$24,110.40	0	\$0.00	CCO#1
13	Remove Concrete Sidewalk	SqYd	1850	\$3.00	1850	\$5,550.00	1850	\$5,550.00	0	\$0.00	CCO#1
14	Remove Gravel Pavement	SqYd	336	\$3.00	336	\$1,008.00	336	\$1,008.00	0	\$0.00	
15	Clear Tree Stump	Each	1	\$150.00	1	\$150.00	1	\$150.00	0	\$0.00	
16	Clear & Grub Tree	Each	10	\$690.00	10	\$6,900.00	10	\$6,900.00	0	\$0.00	CCO#1
17	12" Diameter Wattle	Feet	0	\$3.70		\$0.00		\$0.00	0	\$0.00	CCO#1
18	Temporary Vehicle Tracking Control	Each	2	\$675.00	2	\$1,350.00	2	\$1,350.00	0	\$0.00	CCO#1
19	Inlet Protection	Each	14	\$90.00	14	\$1,260.00	14	\$1,260.00	0	\$0.00	CCO#1
20	Concrete Washout Facility	Each	2	\$325.00	2	\$650.00	2	\$650.00	0	\$0.00	CCO#1
21	Silt Fence	Feet	0	\$5.25		\$0.00		\$0.00	0	\$0.00	CCO#1
22	Remove Silt Fence	Feet	0	\$1.05		\$0.00		\$0.00	0	\$0.00	CCO#1
23	Saw Cut Asphalt Pavement	Feet	900	\$2.00	900	\$1,800.00	900	\$1,800.00	0	\$0.00	
24	Saw Cut Concrete	Feet	1357	\$6.75	1357	\$9,159.75	1200	\$8,100.00	157	\$1,059.75	CCO#1
25	Remove Retaining Wall	SqFt	200	\$4.50	200	\$900.00	200	\$900.00	0	\$0.00	

ITEM NO.	DESCRIPTION	PLAN UNITS	QUANTITY	UNIT PRICE	TOTAL TO DATE		PAST APPLICATION		THIS APPLICATION		REMARKS
					QUANTITY	EARNED	QUANTITY	PRICE	QUANTITY	PRICE	
26	Salvage Topsoil	CuYd	2000	\$7.85	2000	\$15,700.00	2000	\$15,700.00	0	\$0.00	
176	Clear & Grub Tree & Shrubs	LS	1	\$1,800.00	1	\$1,800.00		\$0.00	1	\$1,800.00	CCO#1
177	Remove Retaining Wall SDDOT Type C	LF	6.5	\$20.00	6.5	\$130.00		\$0.00	6.5	\$130.00	CCO#1
Sanitary Sewer											
27	Sanitary Sewer Bypass	LS	1	\$7,000.00	1	\$7,000.00	1	\$7,000.00	0	\$0.00	
28	Select Trench Backfill	Ton	0	\$10.00		\$0.00		\$0.00	0	\$0.00	CCO#1
29	Trench Stabilization Material	Ton	0	\$25.00		\$0.00		\$0.00	0	\$0.00	CCO#1
30	8" PVC 6' To 8' Deep	Feet	56	\$22.50	56	\$1,260.00	56	\$1,260.00	0	\$0.00	
31	8" PVC 8' to 10' Deep	Feet	329	\$27.50	329	\$9,047.50	329	\$9,047.50	0	\$0.00	
32	8" PVC 10' to 12' Deep	Feet	443	\$30.50	443	\$13,511.50	443	\$13,511.50	0	\$0.00	
33	8" PVC 12' to 14' Deep	Feet	855	\$33.50	855	\$28,642.50	855	\$28,642.50	0	\$0.00	
34	8" PVC Bedding Material	Feet	1683	\$6.50	1683	\$10,939.50	1683	\$10,939.50	0	\$0.00	
35	8" Sewer Coupling	Each	8	\$170.00	8	\$1,360.00	8	\$1,360.00	0	\$0.00	
36	8" Sewer Cap	Each	6	\$150.00	6	\$900.00	6	\$900.00	0	\$0.00	CCO#1
37	8" Boot for Manhole	Each	16	\$80.00	16	\$1,280.00	16	\$1,280.00	0	\$0.00	
38	8"X4" Sewer Wye	Each	19	\$170.00	19	\$3,230.00	19	\$3,230.00	0	\$0.00	
39	8"X6" Sewer Wye	Each	13	\$180.00	13	\$2,340.00	13	\$2,340.00	0	\$0.00	CCO#1
40	15" PVC 4' to 6' Deep	Feet	152	\$34.75	152	\$5,282.00	152	\$5,282.00	0	\$0.00	
41	15" PVC 6' to 8' Deep	Feet	305	\$36.75	305	\$11,208.75	305	\$11,208.75	0	\$0.00	
42	15" PVC 8' to 10' Deep	Feet	693	\$38.75	693	\$26,853.75	693	\$26,853.75	0	\$0.00	
43	15" PVC 10' to 12' Deep	Feet	200	\$41.75	200	\$8,350.00	200	\$8,350.00	0	\$0.00	
44	15" PVC 12' to 14' Deep	Feet	66	\$44.75	66	\$2,953.50	66	\$2,953.50	0	\$0.00	
45	15" PVC Bedding Material	Feet	1416	\$8.50	1416	\$12,036.00	1416	\$12,036.00	0	\$0.00	
46	15" Sewer Coupling	Feet	2	\$380.00	2	\$760.00	2	\$760.00	0	\$0.00	
47	15" Sewer Cap	Each	8	\$200.00	8	\$1,600.00	8	\$1,600.00	0	\$0.00	CCO#1
48	15" Boot for Manhole	Each	14	\$145.00	14	\$2,030.00	14	\$2,030.00	0	\$0.00	
49	15"X4" Sewer Wye	Each	13	\$395.00	13	\$5,135.00	13	\$5,135.00	0	\$0.00	
50	4" PVC Sewer Service	Feet	906	\$25.00	906	\$22,650.00	906	\$22,650.00	0	\$0.00	
51	6" PVC Sewer Service	Feet	132	\$28.00	132	\$3,696.00	132	\$3,696.00	0	\$0.00	CCO#1
52	6" PVC Sewer Bedding	Feet	132	\$6.50	132	\$858.00	132	\$858.00	0	\$0.00	CCO#1
53	Reconnect Sewer Service	Each	39	\$360.00	39	\$14,040.00	39	\$14,040.00	0	\$0.00	CCO#1
54	Manhole Frame & Cover	Each	13	\$335.00	13	\$4,355.00	13	\$4,355.00	0	\$0.00	CCO#1
55	48"Lined Manhole 4' to 6' Deep	Each	1	\$3,215.00	1	\$3,215.00	1	\$3,215.00	0	\$0.00	
56	48"Lined Manhole 6' to 8' Deep	Each	1	\$2,910.00	1	\$2,910.00	1	\$2,910.00	0	\$0.00	
57	48"Lined Manhole 8' to 10' Deep	Each	2	\$4,140.00	2	\$8,280.00	2	\$8,280.00	0	\$0.00	
58	48"Lined Manhole 10' to 12' Deep	Each	2	\$4,935.00	2	\$9,870.00	2	\$9,870.00	0	\$0.00	
59	48"Lined Manhole 12' to 14' Deep	Each	1	\$5,510.00	1	\$5,510.00	1	\$5,510.00	0	\$0.00	
60	48" Manhole 8' to 10' Deep	Each	3	\$2,320.00	3	\$6,960.00	3	\$6,960.00	0	\$0.00	
61	48" Manhole 10' to 12' Deep	Each	1	\$2,635.00	1	\$2,635.00	1	\$2,635.00	0	\$0.00	
62	48" Manhole 12' to 14' Deep	Each	2	\$3,180.00	2	\$6,360.00	2	\$6,360.00	0	\$0.00	
63	External Frame Seal	Each	13	\$305.00	13	\$3,965.00	13	\$3,965.00	0	\$0.00	CCO#1
64	Construction Plate Marker	Each	27	\$150.00	27	\$4,050.00	27	\$4,050.00	0	\$0.00	
65	Remove Sewer Pipe	Feet	1799	\$2.00	1799	\$3,598.00	1799	\$3,598.00	0	\$0.00	
66	Abandon Manhole	Each	2	\$350.00	2	\$700.00	2	\$700.00	0	\$0.00	

ITEM NO.	DESCRIPTION	PLAN UNITS	QUANTITY	UNIT PRICE	TOTAL TO DATE		PAST APPLICATION		THIS APPLICATION		REMARKS
					QUANTITY	EARNED	QUANTITY	PRICE	QUANTITY	PRICE	
67	Remove Manhole	Each	12	\$275.00	12	\$3,300.00	12	\$3,300.00	0	\$0.00	
68	Manhole Exfiltration/Vacuum Test	Each	13	\$275.00	13	\$3,575.00	9	\$2,475.00	4	\$1,100.00	
69	PVC Sewer Deflection Test	Feet	2625	\$1.00	2625	\$2,625.00	2625	\$2,625.00	0	\$0.00	CCO#1
70	Sanitary Sewer Televising	Feet	0	\$2.00		\$0.00		\$0.00	0	\$0.00	CCO#1
173	8" Sanitary Sewer Drop Structure	Each	1	\$850.00	1	\$850.00		\$0.00	1	\$850.00	CCO#1
Water Main											
71	Remove Existing Water Main	Feet	677	\$1.00	677	\$677.00	677	\$677.00	0	\$0.00	
72	Remove Existing Valve Box	Each	14	\$25.00	14	\$350.00	14	\$350.00	0	\$0.00	
73	Connect to Existing Water Main	Each	11	\$1,000.00	11	\$11,000.00	11	\$11,000.00	0	\$0.00	
74	Cap/Plug Existing Water Main	Each	15	\$125.00	15	\$1,875.00	15	\$1,875.00	0	\$0.00	CCO#1
75	4" C900 PVC Water Main	Feet	0	\$22.00		\$0.00		\$0.00	0	\$0.00	CCO#1
76	4" Water Bedding Material	Feet	0	\$4.00		\$0.00		\$0.00	0	\$0.00	CCO#1
77	4" MJ Sleeve	Each	0	\$245.00		\$0.00		\$0.00	0	\$0.00	CCO#1
78	6" C900 PVC Water Main	Feet	1185	\$22.00	1185	\$26,070.00	1185	\$26,070.00	0	\$0.00	CCO#1
79	6" Water Bedding Material	Feet	1185	\$4.00	1185	\$4,740.00	1185	\$4,740.00	0	\$0.00	CCO#1
80	6" MJ Gate Valve With Box	Each	18	\$975.00	18	\$17,550.00	18	\$17,550.00	0	\$0.00	
81	6" MJ Sleeve	Each	8	\$295.00	8	\$2,360.00	8	\$2,360.00	0	\$0.00	CCO#1
82	6"x6" MJ Tee	Each	3	\$410.00	3	\$1,230.00	3	\$1,230.00	0	\$0.00	CCO#1
83	6" MJ Bend	Each	21	\$320.00	21	\$6,720.00	21	\$6,720.00	0	\$0.00	CCO#1
84	6"x4" MJ Reducer	Each	0	\$265.00		\$0.00		\$0.00	0	\$0.00	CCO#1
85	8" C900 PVC Water Main	Feet	3232	\$26.75	3232	\$86,456.00	3232	\$86,456.00	0	\$0.00	CCO#1
86	8" Water Bedding Material	Feet	3232	\$4.25	3232	\$13,736.00	3232	\$13,736.00	0	\$0.00	CCO#1
87	8" MJ Gate Valve With Box	Each	10	\$1,340.00	10	\$13,400.00	10	\$13,400.00	0	\$0.00	
88	8" MJ Sleeve	Each	1	\$355.00	1	\$355.00	1	\$355.00	0	\$0.00	CCO#1
89	8"x8" MJ Cross	Each	2	\$575.00	2	\$1,150.00	2	\$1,150.00	0	\$0.00	
90	8"x6" MJ Tee	Each	11	\$535.00	11	\$5,885.00	11	\$5,885.00	0	\$0.00	CCO#1
91	8"x8" MJ Tee	Each	4	\$560.00	4	\$2,240.00	4	\$2,240.00	0	\$0.00	CCO#1
92	8" MJ Bend	Each	14	\$440.00	14	\$6,160.00	14	\$6,160.00	0	\$0.00	CCO#1
93	8"x6" MJ Reducer	Each	7	\$330.00	7	\$2,310.00	7	\$2,310.00	0	\$0.00	CCO#1
94	Fire Hydrant	Each	8	\$2,875.00	8	\$23,000.00	8	\$23,000.00	0	\$0.00	
95	12" Fire Hydrant Extension	Each	3	\$620.00	3	\$1,860.00	2	\$1,240.00	1	\$620.00	CCO#1
96	Salvage & Reset Fire Hydrant	Each	1	\$815.00	1	\$815.00	1	\$815.00	0	\$0.00	CCO#1
97	Remove Fire Hydrant	Each	6	\$100.00	6	\$600.00	6	\$600.00	0	\$0.00	
98	Install Salvaged Fire Hydrant (Temporary)	Each	5	\$325.00	5	\$1,625.00	5	\$1,625.00	0	\$0.00	CCO#1
99	Salvage & Reset Valve and Valve Box	Each	0	\$390.00		\$0.00		\$0.00	0	\$0.00	CCO#1
100	1" Curb Stop	Each	67	\$310.00	67	\$20,770.00	67	\$20,770.00	0	\$0.00	CCO#1
101	2" Curb Stop	Each	0	\$605.00		\$0.00		\$0.00	0	\$0.00	CCO#1
102	1" Water Service	Feet	2950	\$19.50	2950	\$57,525.00	2950	\$57,525.00	0	\$0.00	
103	2" Water Service	Feet	0	\$34.00		\$0.00		\$0.00	0	\$0.00	CCO#1
104	6"x1" Tapping Saddle & Corporation Stop	Each	10	\$225.00	10	\$2,250.00	10	\$2,250.00	0	\$0.00	
105	8"x1" Tapping Saddle & Corporation Stop	Each	57	\$245.00	57	\$13,965.00	57	\$13,965.00	0	\$0.00	CCO#1
106	8"x2" Tapping Saddle & Corporation Stop	Each	0	\$540.00		\$0.00		\$0.00	0	\$0.00	CCO#1
107	Reconnect 1" Water Service	Each	66	\$285.00	66	\$18,810.00	66	\$18,810.00	0	\$0.00	CCO#1
108	Reconnect 2" Water Service	Each	1	\$460.00	1	\$460.00	1	\$460.00	0	\$0.00	

ITEM NO.	DESCRIPTION	PLAN UNITS	QUANTITY	UNIT PRICE	TOTAL TO DATE		PAST APPLICATION		THIS APPLICATION		REMARKS
					QUANTITY	EARNED	QUANTITY	PRICE	QUANTITY	PRICE	
6" C900 DR18 PVC Restrained Joint											
109	Directional Cored Water Main	Feet	170	\$35.50	170	\$6,035.00	170	\$6,035.00	0	\$0.00	
110	14"x8" Smith Tap	Feet	0	\$3,585.00		\$0.00		\$0.00	0	\$0.00	CCO#1
111	Water Main Insulation	LF	76	\$5.00	76	\$380.00	76	\$380.00	0	\$0.00	CCO#1
171	14" MJ to MJ Adapter	Each	1	\$700.00	1	\$700.00		\$0.00	1	\$700.00	CCO#1
172	14"x8" MJ Reducer	Each	1	\$880.00	1	\$880.00		\$0.00	1	\$880.00	CCO#1
Drainage											
112	Class M6 Concrete	CuYd	72.73	\$700.00	72.73	\$50,911.00	72.73	\$50,911.00	0	\$0.00	
113	Reinforcing Steel	Lb	5812	\$2.25	5812	\$13,077.00	5812	\$13,077.00	0	\$0.00	
114	Manhole Frame and Cover	Each	10	\$335.00	10	\$3,350.00	10	\$3,350.00	0	\$0.00	CCO#1
115	Type B Frame and Grate	Each	14	\$495.00	14	\$6,930.00	14	\$6,930.00	0	\$0.00	
116	Type Y Frame and Cover	Each	4	\$225.00	4	\$900.00	4	\$900.00	0	\$0.00	
117	Geotextile Fabric	SqYd	25	\$5.00	25	\$125.00	25	\$125.00	0	\$0.00	
118	Class B Rip-Rap	Ton	0	\$56.00		\$0.00		\$0.00	0	\$0.00	CCO#1
119	15" RCP Class 3, Furnish	Feet	238	\$12.00	238	\$2,856.00	238	\$2,856.00	0	\$0.00	CCO#1
120	15" RCP Class 3, Install	Feet	238	\$28.00	238	\$6,664.00	238	\$6,664.00	0	\$0.00	CCO#1
121	15" RCP Bedding Material	Feet	238	\$2.00	238	\$476.00	238	\$476.00	0	\$0.00	CCO#1
122	18" RCP Class 3, Furnish	Feet	592	\$13.50	592	\$7,992.00	592	\$7,992.00	0	\$0.00	CCO#1
123	18" RCP Class 3, Install	Feet	592	\$26.00	592	\$15,392.00	592	\$15,392.00	0	\$0.00	CCO#1
124	18" RCP Bedding Material	Feet	592	\$2.25	592	\$1,332.00	592	\$1,332.00	0	\$0.00	CCO#1
125	18" RC Flare End with Trash Guard	Each	1	\$820.00	1	\$820.00	1	\$820.00	0	\$0.00	
126	24" RCP Class 3, Furnish	Feet	1639	\$18.50	1639	\$30,321.50	1639	\$30,321.50	0	\$0.00	
127	24" RCP Class 3, Install	Feet	1639	\$27.00	1639	\$44,253.00	1639	\$44,253.00	0	\$0.00	
128	24" RCP Bedding Material	Feet	1639	\$3.00	1639	\$4,917.00	1639	\$4,917.00	0	\$0.00	
129	36" RCP Class 3, Furnish	Feet	545	\$43.50	545	\$23,707.50	545	\$23,707.50	0	\$0.00	CCO#1
130	36" RCP Class 3, Install	Feet	545	\$32.00	545	\$17,440.00	545	\$17,440.00	0	\$0.00	CCO#1
131	36" RCP Bedding Material	Feet	545	\$5.40	545	\$2,943.00	545	\$2,943.00	0	\$0.00	CCO#1
132	42" RCP Class 3, Furnish	Feet	405	\$61.75	405	\$25,008.75	405	\$25,008.75	0	\$0.00	CCO#1
133	42" RCP Class 3, Install	Feet	405	\$34.00	405	\$13,770.00	405	\$13,770.00	0	\$0.00	CCO#1
134	42" RCP Bedding Material	Feet	405	\$7.20	405	\$2,916.00	405	\$2,916.00	0	\$0.00	CCO#1
135	Remove Storm Sewer Pipe	Feet	1795	\$12.00	1795	\$21,540.00	1795	\$21,540.00	0	\$0.00	CCO#1
136	Remove Storm Sewer Structure	Each	17	\$325.00	17	\$5,525.00	17	\$5,525.00	0	\$0.00	CCO#1
137	Connect to Existing Storm Sewer	Each	3	\$500.00	3	\$1,500.00	3	\$1,500.00	0	\$0.00	
138	Sanitary Sewer Televising	Feet	0	\$2.50		\$0.00		\$0.00	0	\$0.00	CCO#1
Pavement											
139	Scarify & Recompact Surfacing	SqYd	18446	\$1.00	18446	\$18,446.00	18446	\$18,446.00	0	\$0.00	
140	Concrete Curb and Gutter, SF66	Feet	2032	\$21.00	2032	\$42,672.00	2006	\$42,126.00	26	\$546.00	CCO#1
141	Concrete Curb and Gutter, SF68	Feet	4681	\$16.00	4681	\$74,896.00	4659	\$74,544.00	22	\$352.00	CCO#1
142	8" Concrete Fillet	SqYd	462	\$105.00	462	\$48,510.00	462	\$48,510.00	0	\$0.00	
143	8" Non-Reinforced PCC Pavement	SqYd	10663	\$38.00	10663	\$405,194.00	10663	\$405,194.00	0	\$0.00	
144	Dowel Bars	Each	89	\$21.00	89	\$1,869.00	89	\$1,869.00	0	\$0.00	CCO#1
145	Geotextile Fabric	SqYd	18446	\$2.00	18446	\$36,892.00	18446	\$36,892.00	0	\$0.00	
146	Valve Box Adjustment	Each	26	\$75.00	26	\$1,950.00	26	\$1,950.00	0	\$0.00	CCO#1

ITEM NO.	DESCRIPTION	PLAN UNITS	QUANTITY	UNIT PRICE	TOTAL TO DATE		PAST APPLICATION		THIS APPLICATION		REMARKS
					QUANTITY	EARNED	QUANTITY	PRICE	QUANTITY	PRICE	
147	Manhole Adjustment	Each	22	\$150.00	22	\$3,300.00	22	\$3,300.00	0	\$0.00	CCO#1
148	Unclassified Excavation	CuYd	15200	\$5.50	15200	\$83,600.00	15100	\$83,050.00	100	\$550.00	CCO#1
Restoration											
149	6" Concrete Driveway	SqYd	1849	\$56.50	1849	\$104,468.50	1686	\$95,259.00	163	\$9,209.50	CCO#1
150	4" Concrete Sidewalk	SqFt	14394	\$4.75	14394	\$68,371.50	13789	\$65,497.75	650	\$3,087.50	CCO#1
151	6" Concrete Sidewalk	SqFt	20231	\$6.80	20231	\$137,570.80	19750	\$134,300.00	481	\$3,270.80	CCO#1
152	Detectable Warning Panel	SqFt	352	\$42.00	352	\$14,784.00	352	\$14,784.00	0	\$0.00	
153	Gravel Surfacing	Ton	22	\$16.00	22	\$352.00	22	\$352.00	0	\$0.00	
154	4" Pavement Marking Paint, Yellow	Feet	4089	\$0.45	4089	\$1,840.05	4089	\$1,840.05	0	\$0.00	
155	4" Pavement Marking Paint, White	Feet	707	\$0.55	707	\$388.85	707	\$388.85	0	\$0.00	
156	24" Pavement Marking Paint, White	Feet	274	\$2.10	274	\$575.40	274	\$575.40	0	\$0.00	CCO#1
157	Pavement Marking Paint, White Arrow	Each	28	\$31.50	28	\$882.00	28	\$882.00	0	\$0.00	
158	Inlet Protection	Each	14	\$90.00	14	\$1,260.00	14	\$1,260.00	0	\$0.00	CCO#1
159	Permanent Seed Mix 1	Lb	632	\$11.50	632	\$7,268.00	606	\$6,969.00	26	\$299.00	CCO#1
160	Fertilizer	Lb	3725	\$0.75	3725	\$2,793.75	3575	\$2,681.25	150	\$112.50	CCO#1
161	Mulching	Ton	3.8	\$1,365.00	3.8	\$5,187.00	3.65	\$4,982.25	0.15	\$204.75	CCO#1
162	Weed Control	SqYd	11674.2	\$0.05	11674.2	\$583.71	11188.2	\$559.41	486	\$24.30	CCO#1
163	Retaining Wall SDDOT Type C	SqFt	392	\$49.00	392	\$19,208.00	323	\$15,827.00	69	\$3,381.00	CCO#1
164	Concrete Steps	SqFt	139.8	\$210.00	139.8	\$29,358.00	30	\$6,300.00	125	\$26,250.00	CCO#1
165	Placing Contractor Furnished Topsoil	CuYd	2000	\$17.35	2000	\$34,700.00	2000	\$34,700.00	0	\$0.00	
166	Overseeding	Lb	0	\$9.50		\$0.00		\$0.00	0	\$0.00	CCO#1
167	Fertilizer (Second Application)	Lb	0	\$0.75		\$0.00		\$0.00	0	\$0.00	CCO#1
168	Repair Irrigation Systems	LS	1	\$1,000.00	1	\$1,000.00	0.3	\$300.00	0.7	\$700.00	
174	SDDOT Type C Wall (Partial)	SqFt	142	\$28.00	142	\$3,976.00		\$0.00	142	\$3,976.00	CCO#1
175	Rock Landscaping	Ton	10	\$50.00	10	\$500.00		\$0.00	10	\$500.00	CCO#1
178	Concrete Pumping	LS	1	\$1,405.00	1	\$1,405.00		\$0.00	1	\$1,405.00	CCO#1
179	Restore Temporary Driveway	Each	1	\$3,000.00	1	\$3,000.00		\$0.00	1	\$3,000.00	CCO#1
180	Retaining Wall Stucco	Each	1	\$2,800.00	1	\$2,800.00		\$0.00	1	\$2,800.00	CCO#1
181	Quartzite Rock	Ton	5	\$35.00	5	\$175.00		\$0.00	5	\$175.00	CCO#1
Alternate #1											
169	Crushed Concrete Base Course	Ton	13293.3	\$10.35	13293.3	\$137,585.24	13293.3	\$137,585.24	0	\$0.00	CCO#1
TOTALS						\$2,502,746.70		\$2,437,315.95		\$68,836.50	

City of Yankton Construction Change Order No. 1

Original Contract Amount:	\$ 2,533,271.30	Project Name:	8th Street - Summit to Broadway Street & Utility Improvements Project			
Net Change by Previous CCOs:	\$ -	Contractor Name:	Slowey Construction, Inc.			
Increase/Decrease this CCO:	\$ (30,524.60)	SEI No.:	16301			
Current Contract Amount:	\$ 2,502,746.70					

All CCO's must comply with South Dakota Codified Law 5-18B-19. To view the law in its entirety: <http://legis.state.sd.us/statutes/index.aspx>.

The following change in plans and/or specifications for the subject project is hereby made. Attach supporting documents as required.

Line Item(s) or RFP #	Description of Proposed Work	Justification	Cost
1	The 14" water main conditions were different than anticipated. The connection was made using an adapter in lieu of a smith tap. A drop structure was add to MH#10 per DENR requirements for slope change to occur only at a manhole.	See RFP #1	\$2,430.00
2	A boulder retaining wall was installed at 710 W 8th Street in lieu of a Type C wall and the rock landscaping repaired.	See RFP#3	\$1,529.25
3	A wider driveway was installed at 704 W 8th Street with retaining wall on both side.	See RFP#4	\$26,848.95
4	See Attached Exhibit A	Quantity changes reflect as-built field conditions	(\$61,332.80)
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
See Attachment for Quantities and/or Justifications: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			Net Increase/Decrease this Change Order: \$ (30,524.60)

Original Completion Date:	Ph 1: 8/6/18 Ph 2: 10/15/18	Net Time Change of Previous CCO's:	0 days	Time Change Due On This Change Order:	24 working days	Revised Contract Completion Date:	Ph 1: 8/6/18 Ph 2: 11/16/18
Time Extension Justification:	see RFP#1, RFP#3, RFP#4 and 6/19/19 correspondence						

The changes contained in this Construction Change Order are made in accordance with the provisions of the contract for subject project, and when accepted by the Contractor and upon approval by the City of Yankton, shall become part of said contract.

	Date	Signature
Architect/Engineer Recommendation	6/21/19	<i>Mitdall May</i>
Contractor Acceptance	6/20/19	<i>Don K. May</i>
Mayor Approval		

CHANGE ORDER NO. 1 - FINAL QUANTITY ADJUSTMENT TABLE

8th Street - Street & Utility Improvements

Yankton, SD

Stockwell No. 16301

ITEM NO.	ITEM	UNIT	PLAN QUANTITY	AS-BUILT QUANTITY	DIFFERENCE	UNIT PRICE	COST CHANGE
7	Temporary Boardwalk	Feet	500	-	-500	\$9.00	(\$4,500.00)
8	Temporary Mailbox	Each	70	69	-1	\$42.00	(\$42.00)
9	Remove Curb & Gutter	Feet	6765	6679	-86	\$2.00	(\$172.00)
10	Remove Concrete Pavement	SqYd	2158	2293	135	\$3.80	\$513.00
11	Remove Asphalt Concrete Pavement	SqYd	5462	8814	3352	\$2.00	\$6,704.00
12	Remove Asphalt Overlaid Concrete Pavement	SqYd	8375	5023	-3352	\$4.80	(\$16,089.60)
13	Remove Concrete Sidewalk	SqYd	1733	1850	117	\$3.00	\$351.00
16	Clear & Grub Tree	Each	9	10	1	\$690.00	\$690.00
17	12" Diameter Wattle	Feet	200	-	-200	\$3.70	(\$740.00)
18	Temporary Vehicle Tracking Control	Each	4	2	-2	\$675.00	(\$1,350.00)
19	Inlet Protection	Each	28	14	-14	\$90.00	(\$1,260.00)
20	Concrete Washout Facility	Each	4	2	-2	\$325.00	(\$650.00)
21	Silt Fence	Feet	150	-	-150	\$5.25	(\$787.50)
22	Remove Silt Fence	Feet	150	-	-150	\$1.05	(\$157.50)
28	Select Trench Backfill	Ton	2000	-	-2000	\$10.00	(\$20,000.00)
29	Trench Stabilization Material	Ton	1000	-	-1000	\$25.00	(\$25,000.00)
36	8" Sewer Cap	Each	26	6	-20	\$150.00	(\$3,000.00)
39	8"x6" Sewer Wye	Each	1	13	12	\$180.00	\$2,160.00
47	15" Sewer Cap	Each	28	8	-20	\$200.00	(\$4,000.00)
51	6" PVC Sewer Service	Feet	32	132	100	\$28.00	\$2,800.00
52	6" PVC Sewer Bedding	Feet	32	132	100	\$6.50	\$650.00
53	Reconnect Sewer Service	Each	31	39	8	\$360.00	\$2,880.00
54	Manhole Frame & Cover	Each	15	13	-2	\$335.00	(\$670.00)
63	External Frame Seal	Each	15	13	-2	\$305.00	(\$610.00)
69	PVC Sewer Deflection Test	Feet	3099	2625	-474	\$1.00	(\$474.00)
70	Sanitary Sewer Televising	Feet	3099	-	-3099	\$2.00	(\$6,198.00)
74	Cap/Plug Existing Water Main	Each	19	15	-4	\$125.00	(\$500.00)
75	4" C900 PVC Water Main	Feet	5	-	-5	\$22.00	(\$110.00)
76	4" Water Bedding Material	Feet	5	-	-5	\$4.00	(\$20.00)
77	4" MJ Sleeve	Each	2	-	-2	\$245.00	(\$490.00)
78	6" C900 PVC Water Main	Feet	968	1185	217	\$22.00	\$4,774.00
79	6" Water Bedding Material	Feet	968	1185	217	\$4.00	\$868.00
81	6" MJ Sleeve	Each	9	8	-1	\$295.00	(\$295.00)
82	6"x6" MJ Tee	Each	5	3	-2	\$410.00	(\$820.00)
83	6" MJ Bend	Each	23	21	-2	\$320.00	(\$640.00)
84	6"x4" MJ Reducer	Each	1	-	-1	\$265.00	(\$265.00)
85	8" C900 PVC Water Main	Feet	3414	3232	-182	\$26.75	(\$4,868.50)
86	8" Water Bedding Material	Feet	3414	3232	-182	\$4.25	(\$773.50)
88	8" MJ Sleeve	Each	2	1	-1	\$355.00	(\$355.00)
90	8"x6" MJ Tee	Each	4	11	7	\$535.00	\$3,745.00
91	8"x8" MJ Tee	Each	5	4	-1	\$560.00	(\$560.00)
92	8" MJ Bend	Each	13	14	1	\$440.00	\$440.00
93	8"x6" MJ Reducer	Each	8	7	-1	\$330.00	(\$330.00)
95	12" Fire Hydrant Extension	Each	2	3	1	\$620.00	\$620.00
96	Salvage & Reset Fire Hydrant	Each	2	1	-1	\$815.00	(\$815.00)
98	Install Salvaged Fire Hydrant (Temporary)	Each	2	5	3	\$325.00	\$975.00

ITEM NO.	ITEM	UNIT	PLAN QUANTITY	AS-BUILT QUANTITY	DIFFERENCE	UNIT PRICE	COST CHANGE
99	Salvage & Reset Valve and Valve Box	Each	1		-1	\$390.00	(\$390.00)
100	1" Curb Stop	Each	64	67	3	\$310.00	\$930.00
101	2" Curb Stop	Each	1		-1	\$605.00	(\$605.00)
103	2" Water Service	Feet	50		-50	\$34.00	(\$1,700.00)
105	8"x1" Tapping Saddle & Corporation Stop	Each	56	57	1	\$245.00	\$245.00
106	8"x2" Tapping Saddle & Corporation Stop	Each	1		-1	\$540.00	(\$540.00)
107	Reconnect 1" Water Service	Each	59	66	7	\$285.00	\$1,995.00
110	14"x8" Smith Tap	Feet	1		-1	\$3,585.00	(\$3,585.00)
111	Water Main Insulation	LF	500	76	-424	\$5.00	(\$2,120.00)
114	Manhole Frame and Cover	Each	11	10	-1	\$335.00	(\$335.00)
118	Class B Rip-Rap	Ton	15		-15	\$56.00	(\$840.00)
119	15" RCP Class 3, Furnish	Feet	246	238	-8	\$12.00	(\$96.00)
120	15" RCP Class 3, Install	Feet	246	238	-8	\$28.00	(\$224.00)
121	15" RCP Bedding Material	Feet	246	238	-8	\$2.00	(\$16.00)
122	18" RCP Class 3, Furnish	Feet	584	592	8	\$13.50	\$108.00
123	18" RCP Class 3, Install	Feet	584	592	8	\$26.00	\$208.00
124	18" RCP Bedding Material	Feet	584	592	8	\$2.25	\$18.00
129	36" RCP Class 3, Furnish	Feet	595	545	-50	\$43.50	(\$2,175.00)
130	36" RCP Class 3, Install	Feet	595	545	-50	\$32.00	(\$1,600.00)
131	36" RCP Bedding Material	Feet	595	545	-50	\$5.40	(\$270.00)
132	42" RCP Class 3, Furnish	Feet	355	405	50	\$61.75	\$3,087.50
133	42" RCP Class 3, Install	Feet	355	405	50	\$34.00	\$1,700.00
134	42" RCP Bedding Material	Feet	355	405	50	\$7.20	\$360.00
135	Remove Storm Sewer Pipe	Feet	1765	1795	30	\$12.00	\$360.00
136	Remove Storm Sewer Structure	Each	16	17	1	\$325.00	\$325.00
138	Sanitary Sewer Televising	Feet	3424	-	-3424	\$2.50	(\$8,560.00)
144	Dowel Bars	Each	171	89	-82	\$21.00	(\$1,722.00)
146	Valve Box Adjustment	Each	29	26	-3	\$75.00	(\$225.00)
147	Manhole Adjustment	Each	26	22	-4	\$150.00	(\$600.00)
149	6" Concrete Driveway	SqYd	1787	1849	62	\$56.50	\$3,503.00
150	4" Concrete Sidewalk	SqFt	13849	14394	545	\$4.75	\$2,588.75
151	6" Concrete Sidewalk	SqFt	19750	20231	481	\$6.80	\$3,270.80
156	24" Pavement Marking Paint, White	Feet	385	274	-111	\$2.10	(\$233.10)
158	Inlet Protection	Each	20	14	-6	\$90.00	(\$540.00)
159	Permanent Seed Mix 1	Lb	674	632	-42	\$11.50	(\$483.00)
160	Fertilizer	Lb	3866	3725	-141	\$0.75	(\$105.75)
161	Mulching	Ton	4.05	3.8	-0.25	\$1,365.00	(\$341.25)
162	Weed Control	SqYd	12452	11674.21	-777.79	\$0.05	(\$38.89)
163	Retaining Wall SDDOT Type C	SqFt	610	392	-218	\$49.00	(\$10,682.00)
164	Concrete Steps	SqFt	32.8	139.8	107	\$210.00	\$22,470.00
166	Overseeding	Lb	324	-	-324	\$9.50	(\$3,078.00)
167	Fertilizer (Second Application)	Lb	3716	-	-3716	\$0.75	(\$2,787.00)
169	Crushed Concrete Base Course	Ton	12350	13293.26	943.26	\$10.35	\$9,762.74

NET COST CHANGE THIS CHANGE ORDER NO. 1

(\$61,332.80)



REQUEST FOR PROPOSAL (RFP)

RFP # 01

DATE: May 14, 2018

TO: Pat Slowey
Slowey Construction, Inc.
2510 W 31st Street
Yankton, SD 57078

FROM: Matt Carns
Stockwell Engineers, Inc.
215 Walnut St.
Yankton, SD 57078

RE: 8th Street – Summit to Broadway
Street & Utilities Improvement Project
Yankton, SD
SEI No. 16301

Please submit an itemized cost break down for changes in the contract sum resulting from the following described proposed modification to the Contract Documents. PLEASE SUBMIT PROPOSAL WITHIN (5) DAYS OR LESS.

Subject No. 1: **Water Main Fittings:**

Items listed below are for additional water main fittings. The 14" water main conditions were different than anticipated. Upon investigation, the water main was connected using a 14" MJ Adapter instead of using a 14"x8" Smith tap.

Item No.	Description	Quantity	Unit	Price	Total
171 (new)	14" MJ to MJ Adapter	1	Each	\$700.00	\$700.00
172 (new)	14"x8" MJ Reducer	1	Each	\$880.00	\$880.00

Total \$1580.00



Subject No. 2: **Manhole Drop Structure:**

The items listed below are for the change of a manhole #10 to add a 8" drop structure. The South Dakota DENR design requirements call for slope changes only to occur at a manhole. A slope of a new line that ties into the existing must match the existing pipe slope.

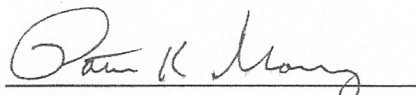
Item No.	Description	Quantity	Unit Price	Total
173 (new)	8" Sanitary Sewer Drop Structure	1 Each	\$850.00	\$850.00
Total				\$850.00

Total change in contract amount, or state "none" here: \$2430.00

Total change in contract time, or state "none" here: 2 working days

please return this form along with any attachments within five (5) days.

SLOWEY CONSTRUCTION. INC.


Pat Slowey

REQUEST FOR PROPOSAL (RFP)

RFP # 04

DATE: April 3, 2019

TO: Pat Slowey
Slowey Construction, Inc.
2510 W 31st Street
Yankton, SD 57078

FROM: Eric Derickson
Stockwell Engineers, Inc.
201 Walnut St.
Yankton, SD 57078

RE: 8th Street – Summit to Broadway
Street & Utilities Improvement Project
Yankton, SD
SEI No. 16301

Please submit an itemized cost break down for changes in the contract sum resulting from the following described proposed modification to the Contract Documents. PLEASE SUBMIT PROPOSAL WITHIN (5) DAYS OR LESS.

Subject No. 1: **704 W 8th Street Driveway:**

The items listed below are for the removal of the SDDOT Type C retaining wall, clearing & grubbing of the existing tree, and installation of a new driveway. The driveway at the street has been lowered and needs to be regraded into the property to accommodate access. The new driveway will require the removal of the existing SDDOT Type C Retaining wall to allow for a wider driveway entrance. The new driveway will have an SDDOT Type C Retaining Wall placed on the east and west sides of the driveway at variable heights. The removals of the 8th Street curb & gutter will be needed to address an incorrect taper and flare as well as the wider entrance. The stoup approach and steps will be replaced as part of the driveway.

See attached plan.

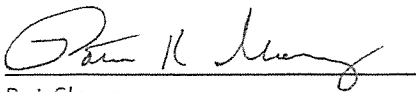
Item No.	Description	Quantity		Unit Price	Total
9	Remove Curb & Gutter	22	LF	\$2.00	\$44.00
10	Remove Concrete Pavement	63	SqYd	\$3.80	\$239.40
24	Saw Cut Concrete	62	LF	\$6.75	\$418.50
140	Concrete Curb & Gutter, SF66	26	LF	\$21.00	\$546.00
141	Concrete Curb & Gutter, SF68	22	LF	\$16.00	\$352.00
148	Unclassified Excavation	100	CuYd	\$5.50	\$550.00
149	6" Concrete Driveway	101	SqYd	\$56.50	\$5,706.50
150	4" Concrete Sidewalk	60	SqFt	\$4.75	\$285.00
159	Permanent Seed Mix 1	26	Lb	\$11.50	\$299.00
160	Fertilizer	150	Lb	\$0.75	\$112.50
161	Mulching	.15	Ton	\$1365.00	\$204.75
162	Weed Control	486	SqYd	\$0.05	\$24.30
163	Retaining Wall SDDOT Type C	211	SqFt	\$49.00	\$10,339.00
164	Concrete Steps	5.8	SqFt	\$210.00	\$1,218.00
(new)	Clear & Grub Tree and Shrubs Remove Retaining Wall SDDOT Type C	1	LS	\$1800.00	\$1,800.00
(new)	Concrete Pumping	6.5	LF	\$20.00	\$130.00
(new)	Concrete Pumping	1	LS	\$1405.00	\$1,405.00
(new)	Restore Temporary Driveway	1	LS	\$3000.00	\$3000.00
(new)	Quartzite Rock	5	Ton	\$35.00	\$175.00
				Total	\$26,848.95

Total change in contract amount, or state "none" here: \$26,848.95

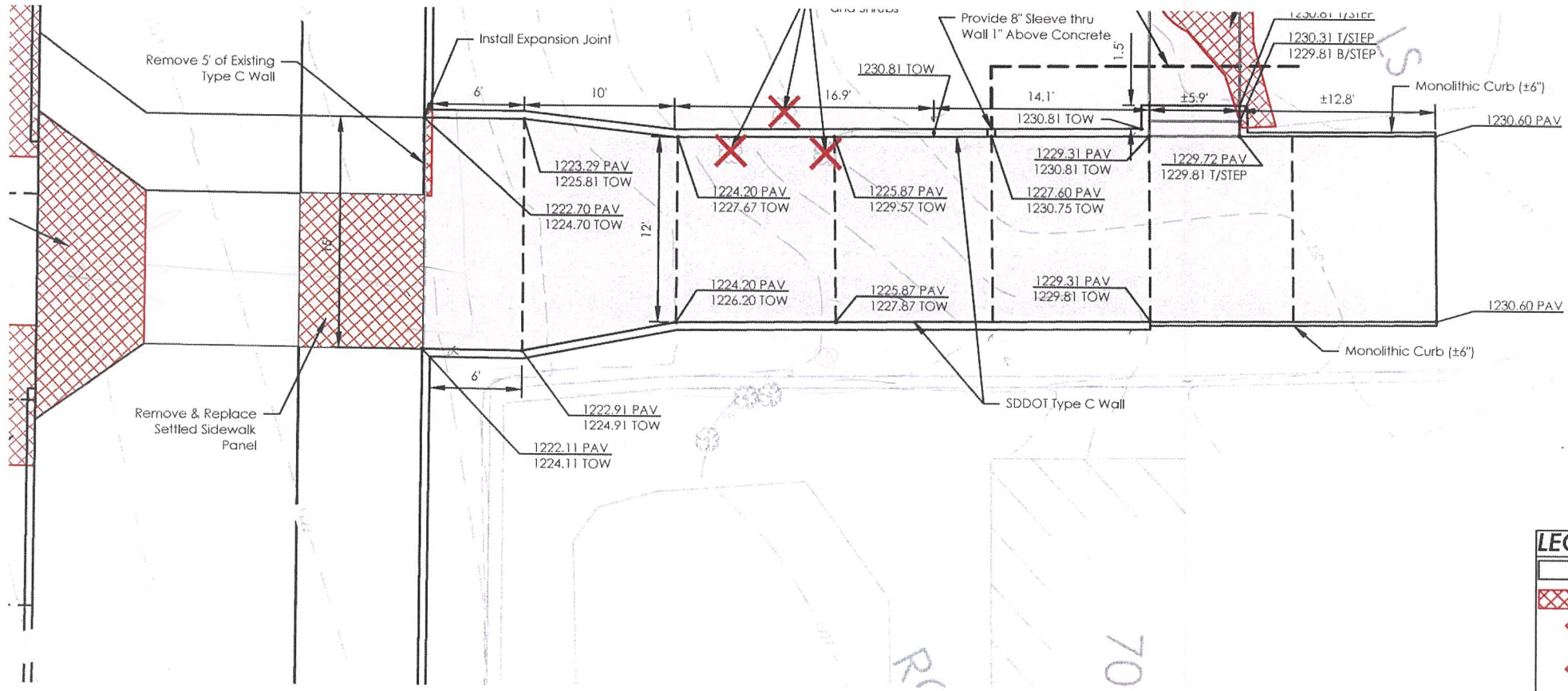
Total change in contract time, or state "none" here: 10 working days

please return this form along with any attachments within five (5) days.

SLOWEY CONSTRUCTION, INC.

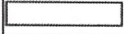



Pat Slowey




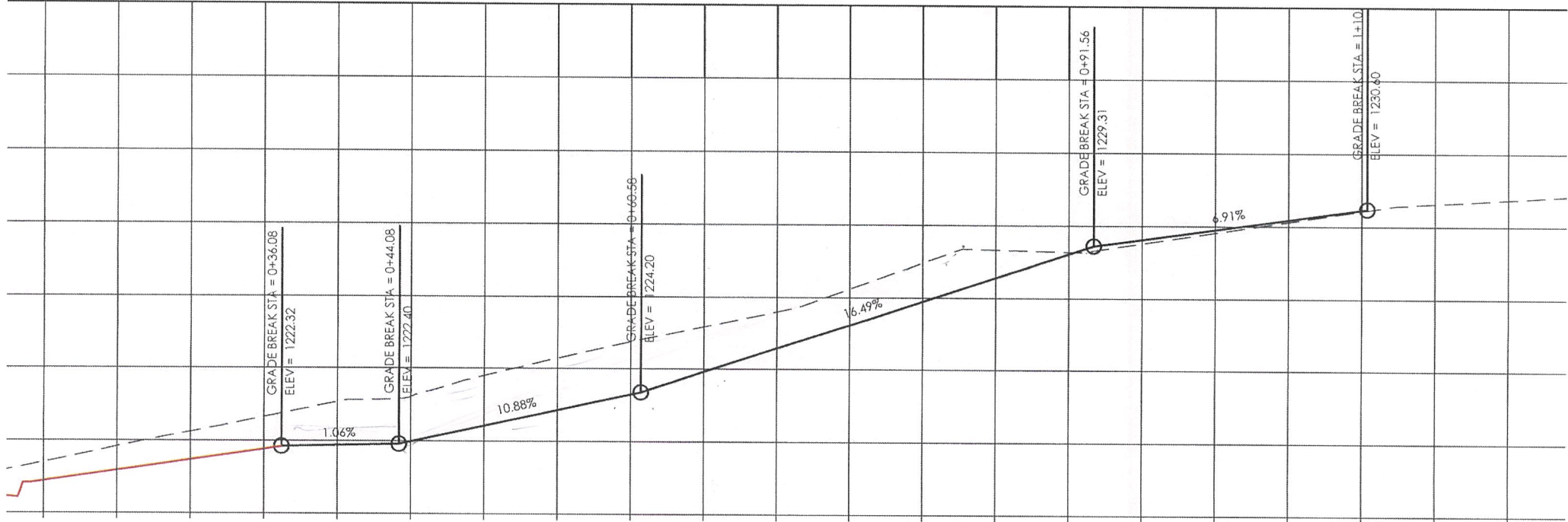
AB
PAV
TOW
T/ST
B/ST

LEGEND









Memorandum #19-177

To: Amy Leon, City Manager
From: Adam Haberman, Public Works Director
Subject: Agreement with SDDOT and the City of Yankton for Cedar Street Bridge Funding
Date: August 6, 2019

The State of South Dakota has received funding based on the percentage of total deck area of bridges classified in poor condition through the 2019 Highway Infrastructure Program Funding Allocation – Bridge Replacement and Rehabilitation Program. The statewide local share of the funding allocation received is \$17.313 million. There are 62 counties and 22 cities and towns across South Dakota that will be receiving funds. The State will convert the local share to State Highway Funds and distribute funds on a pro-rata basis based on the percentage of deck area in poor condition as reported on the National Bridge Inventory as of December 31, 2017. Eligible expenditures of the funds are bridge replacement, rehabilitation, or preservation projects, funding match to Federal Emergency Management Agency funds, funding match for Bridge Improvement Grant funds, and funding match for Emergency Relief program funds. Attached is State of South Dakota Department of Transportation Funding Agreement that awards the City of Yankton \$103,871.63. The funds are to be used to replace or rehabilitate the Cedar Street Bridge over Marne Creek within the next three years. City staff are in the process of determining the type of project the funds should be used for and will incorporate the project into future budgets.

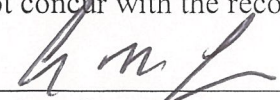
Recommendation: It is recommended that the Yankton City Commission authorize the City Manager to enter into the State of South Dakota Department of Transportation Funding Agreement as outlined in Memorandum #19-177.

Respectfully submitted,



Adam Haberman, PE
Public Works Director

I concur with the recommendation.
 I do not concur with the recommendation.



 Amy Leon
 City Manager

STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION
FUNDING AGREEMENT

This Agreement is made and entered into by and between the State of South Dakota, acting by and through its Department of Transportation, referred to in this Agreement as the "STATE," and the City of Yankton, South Dakota, referred to in this Agreement as the "CITY."

BACKGROUND:

1. The STATE received an apportionment of Highway Infrastructure Program funds pursuant to the Department of Transportation Appropriations Act, 2019, title I of division G, Pub. L. 116-6, for bridge replacement and rehabilitation. The STATE will convert these funds into State Highway Funds and distribute these funds on a pro-rata basis based on the percentage of deck area the local governmental agencies have classified as in poor condition as reported in the National Bridge Inspection Program as of December 31, 2017.
2. The CITY wants to accept the CITY'S share of the funds to be used strictly for the replacement or rehabilitation of bridge(s) identified in poor condition and listed on the attached **Exhibit A**.

THE STATE AND THE CITY MUTUALLY AGREE AS FOLLOWS:

1. The STATE will transfer one hundred three thousand eight hundred seventy-one dollars and sixty-three cents (\$103,871.63) to the CITY for the CITY'S use to replace or rehabilitate bridges classified as in poor condition and listed on **Exhibit A**, attached to and incorporated in this Agreement.
2. The CITY may request amendments to bridges classified in poor condition as noted in **Exhibit A** by submitting a bridge inspection report classifying the bridge to be in poor condition if the inspection is completed by a licensed professional engineer who is prequalified for bridge inspection work by the STATE.
3. The CITY will accept the funding identified in Paragraph 1 of this Agreement and will only spend the funds on the following eligible expenditures:
 - A. Bridge structure replacement, rehabilitation, or preservation on those bridges identified in **Exhibit A**.
 - B. Funding match to Federal Emergency Management Agency (FEMA) funds on those bridges identified in **Exhibit A**.
 - C. Funding match for a Bridge Improvement Grant (BIG) on those bridges identified in **Exhibit A**.
 - D. Funding match for Emergency Relief (ER) program funds on those bridges identified in **Exhibit A**.
4. The CITY must submit an estimate of the bridges they plan to work on and file an annual report with the STATE on the progress of the bridges and expenditures. The CITY will send annual reports by January 31st of each year to Cody Axlund, South Dakota Department of Transportation, Local Government Assistance, 700 East Broadway Avenue, Pierre, South Dakota 57501, 605-773-3390, Cody.Axlund@state.sd.us.
5. If the funding transferred to the CITY under this Agreement is not expended by the CITY in three (3) years from the date of transfer of the funds, the CITY will return the funding to the STATE.
6. The funds shall be administered as if apportioned under chapter 1 of title 23, U.S.C.
7. The CITY will keep detailed records, accounts, invoices, and supporting documents pertaining to all costs paid for with the funds under this Agreement. Upon reasonable notice, the CITY will allow the STATE, through any authorized representative, to have access to and the right to examine and copy all records, accounts, invoices, and supporting documents pertaining to all costs paid for with these funds.

8. This Agreement may not be amended, except in writing, which writing will be expressly identified as a part of this Agreement and be signed by an authorized representative of each of the parties.
9. If the CITY breaches any of the terms or conditions of this Agreement, the STATE may terminate this Agreement at any time with or without notice.
10. The CITY will indemnify the STATE, its officers, agents, and employees against any and all actions, suits, damages, liability, or other proceedings that may arise as the result of performing services under this Agreement. This section does not require the CITY to be responsible for or defend against claims or damages arising solely from errors or omissions of the STATE, its officers, agents, or employees.
11. This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reductions, this Agreement may be terminated by the STATE. Termination for any of these reasons is not a default by the STATE nor does it give rise to a claim against the STATE.
12. The CITY has designated its Mayor or Board President as the CITY'S authorized representative and has empowered the Mayor or Board President with the authority to sign this Agreement on behalf of the CITY. A copy of the CITY'S Commission, Council or Board minutes or resolution authorizing the execution of this Agreement by the CITY'S authorized representative is attached to this Agreement as **Exhibit B**.

This Agreement is binding upon the signatories not as individuals, but solely in their capacities as officials of their respective organizations and acknowledges proper action of the STATE and the CITY to enter into the same.

<p>City of Yankton, South Dakota</p> <p>By: _____</p> <p>Its: Mayor/Board President</p> <p>Date: _____</p> <p>Attest:</p> <p>_____</p> <p>CITY Finance Officer/Clerk</p>	<p>State of South Dakota Department of Transportation</p> <p>By: _____</p> <p>Its: Secretary</p> <p>Date: _____</p> <p>Approved as to Form:</p> <p>_____</p> <p>Special Assistant Attorney General</p>
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(CITY SEAL)

**Apportionment of Highway Infrastructure Program Funds pursuant to the Department of
Transportation Appropriations Act, 2019
FACT SHEET**

- Funds were set aside for the Bridge Replacement and Rehabilitation Program.
- Available to states for which the percentage of total deck area of bridges classified as in poor condition is at least 7.5 percent as determined based on the National Bridge Inventory as of December 31, 2017. South Dakota was one of 19 states to meet these criteria.
- South Dakota received \$20,786,208 to be used for the replacement or rehabilitation of bridges listed in poor condition.
- State – 250,664 sq ft of deck area in poor condition (16.7%)
- Local – 1,244,743 sq ft of deck area in poor condition (83.3%)

Local share based on split:

- ✓ \$3.473 million – State
- ✓ \$17.313 million - Local

- State will convert local share to State Highway Funds and distribute funds to counties and cities on a pro-rata basis based on the percentage of deck area in poor condition as reported on the National Bridge Inventory as of December 31, 2017.
- State will transfer funds to the counties and cities who have bridges listed in poor condition and they will only spend the funds on the following eligible expenditures through an agreement:
 - ✓ Bridge replacement, rehabilitation or preservation on those bridges listed in poor condition
 - ✓ Funding match to Federal Emergency Management Agency (FEMA) funds on those bridges listed in poor condition
 - ✓ Funding match for a Bridge Improvement Grant (BIG) on those bridges listed in poor condition
 - ✓ Funding match for Emergency Relief (ER) program funds on those bridges listed in poor condition
- County or city will submit an estimate of the bridges they plan to work on and send an annual report by January 31st of each year to Cody Axlund, Local Government Assistance, 700 E. Broadway Ave., Pierre, SD 57501 or email to Cody.Axlund@state.sd.us
- County or city will have 3 years in which to expend the funds. If the funds are not expended in that timeframe, the remaining funds will be returned to the State.
- County or city will keep detailed records, accounts, invoices, and supporting documents pertaining to all costs paid for with the funds and allow the State to have access to and right to examine them.

Exhibit A

City of Yankton

Structures in Poor Condition as determined from 2017 NBI Data

Str. No. 68-124-204

Str. No. 68-121-204