



**CITY OF YANKTON**

**2019\_11\_25**

**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, November 25, 2019**

**City of Yankton Community Meeting Room**

Located at the Career Manufacturing Technical Education Academy formerly known as Technical Education Center • **1200 W. 21<sup>st</sup> 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 November 12, 2019**

**Attachment I-2**

**3. City Manager's Report**

**Attachment I-3**

**4. 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. Establishing public hearing for Retail (on-off Sale) Malt Beverage License**

Establish December 9, 2019, as the date for the public hearing for the transfer of location of a Retail (on-off sale) Malt Beverage License for July 1, 2019, to June 30, 2020, from Morgen, LLC d/b/a South Point (Kirby Muilenburg, owner), 1101 Broadway, Suite 111C, to Morgen, LLC d/b/a South Point Gaming Lounge (Kirby Muilenburg, owner), 1101 Broadway, Suite 111A, Yankton, S.D.

**Attachment II-1**

### **III. OLD BUSINESS**

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

1. **Public Hearing Assessment Roll; Noxious Vegetation and Abatement**  
Consideration of Memorandum #19-239 and Resolution #19-61, as the date for a public hearing on the special assessment roll for removal of noxious vegetation and abatement  
**Attachment III-1**

2. **Public hearing for sale of alcoholic beverages**  
Consideration of Memorandum #19-246 regarding the request for a Special Events (on-sale) Liquor License for December 10, 2019 from Chamber of Commerce, (Carmen Schramm, Director) d/b/a Chamber of Commerce, First Dakota National Bank, 225 Cedar Street, Yankton, SD.

**Attachment III-2**

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

#### **IV. NEW BUSINESS**

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

1. **Planning Commission - CUP**  
Consideration of Memorandum #19-240 regarding Resolution #19-68, a Conditional Use Permit for an 85-foot-tall radio tower on Lot 1, Block 6, Hoffman's Addition in the City of Yankton, South Dakota. Address 407 W. 11th Street. Becker Enterprises, LLC, owner.  
**Attachment IV-1**
2. **Airport Land Lease – Private Hangers**  
Consideration of Memorandum #19-241 recommending approval of Resolution #19-69, authorizing hangar land leases at Chan Gurney Municipal Airport  
**Attachment IV-2**
3. **Lease Agreement Renewal – Senior Citizens Center**  
Consideration of Memorandum #19-238 regarding Agreement between the City and Yankton Area Senior Citizens Center  
**Attachment IV-3**
4. **Bid Award, Annual Supply of Transport-Tankwagon Petroleum Products for Chan Gurney Airport**  
Consideration of Memorandum #19-243 regarding bid award for annual supply of Transport-Tankwagon Petroleum Products for Chan Gurney Airport for 2020  
**Attachment IV-4**
5. **Library Agreement renewal between City of Yankton and Yankton County**  
Consideration of Memorandum #19-244 and Resolution #19-70 regarding Library Contract between City of Yankton and Yankton County  
**Attachment IV-5**
6. **Request to attend Peer Support Training – Chaplain Webber**  
Consideration of Memorandum #19-242 regarding Chaplain Webber's request to attend Peer Support Training  
**Attachment IV-6**

7. **Charitable Donation Agreement for Fox Run Golf Course**  
Consideration of Memorandum #19-245 regarding Charitable Donation Agreement for Fox Run Golf Course  
**Attachment IV-7**
8. **Budget Supplement – Establish Public Hearing**  
Memorandum supporting first reading of Memorandum supporting Ordinance #1029, the second supplement to the 2019 Annual appropriation Ordinance #1011 and setting December 9, 2019 as second reading and public hearing of said Ordinance  
**Attachment IV-8**
9. **Vehicle Purchase – Police Department**  
Consideration of Memorandum #19-248 and Resolution #19-71 regarding purchase of two (2) Patrol Vehicles for Police Department  
**Attachment IV-9**
10. **Vehicle Purchase – Public Works**  
Consideration of Memorandum #19-250 and Resolution #19-72 regarding a vehicle purchase from the State of South Dakota bid list for the City of Yankton Public Works Department, Central Garage for a 1- ton chassis truck  
**Attachment IV-10**
11. **Vehicle Purchase – Police Department**  
Consideration of Memorandum #19-251 and Resolution #19-73 regarding purchase of an unmarked vehicle for Police Department  
**Attachment IV-11**

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 NOVEMBER 25, 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  
November 12<sup>th</sup>, 2019**

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

**Roll Call:** Present: Commissioners Benson, Carda, Ferdig, Hoffner, Miner, Moser, Schramm and Webber. City Attorney Den Herder and City Manager Leon were also present. Absent: None. Quorum present.

Action 19-291

Moved by Commissioner Carda, seconded by Commissioner Miner, to approve the Minutes of Work Session of October 28<sup>th</sup>, 2019 and the Minutes of Regular Meeting of October 28<sup>th</sup>, 2019.

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

Action 19-292

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

5guys - Training Expense - \$25.53; Adobe Creative Cloud - Contracted Services - \$53.24; Adobe Stock - Contracted Services - \$31.94; Aircraft Deici - Deicing Fluid - \$1,554.00; Airport Parking Reservation - Airport Parking - \$25.99; Allied Controls INC - Radiator Controls - \$191.32; Amazon - Auto Lighting Control - \$105.18; Amazon - Mechanical Pencils - \$21.30; Amazon - Radio Project - APC Ups - \$5,154.99; Amazon - Batteries - \$63.87; Amazon - Medicine Balls - \$27.23; Amazon - Office Supplies - \$21.28; Amazon - Janitorial Supplies - \$55.99; Amazon - Ice Maker Filter - \$123.32; Amazon - Resistance Bands - \$99.95; Amazon - Batteries - \$47.97; Amazon - Ice Machine - \$1,640.00; Amazon - Program Supplies - \$206.99; Amazon - PC Supplies - \$99.74; Amazon - Program Supplies - \$5.99; Amazon - Desk Inserts - \$12.40; Amazon - Books - \$71.19; Amazon - Office Supplies - \$33.95; Amazon - Toner - \$17.70; Amazon - Printer Ribbons - \$71.58; Amazon - Program Supplies - \$2.99; AMG Occupational Medicine - DOT CDL Drug Testing - \$44.10; Animal Health Clinic - K9 Care - \$94.37; A-Ox Welding Supply Co INC - Propane - \$81.12; Associated Supply - Pool Repairs - \$187.85; AT&T - Cell Phone - \$496.48; AT&T - Phone / Mobile Data - \$2,457.29; Auto Value Parts Store - Filters - \$493.11; Autozone - Wiper Blades - \$40.45; Autozone - Brake Pads And Rotors - \$418.90; Avenu Insights & Analytics LLC - Maint Program Support - \$1,902.02; Avera Sacred Heart Hospital - Dot CDL Drug Testing - \$116.00; Awwa.Org - AWWA Membership - \$208.00; Baker-Taylor - Books - \$1,290.78; Bartlett & West INC - Gravity Sewer Design - \$5,593.00; Battery Exchange - Equipment Repairs - \$123.89; Best Western Hotels - SDML Conference - \$303.98; Boller Printing - Statements - \$395.00; Bomgaars - Shop Supplies - \$1,628.79; Bomgaars - Supplies - \$48.99; Brownells INC - Rifle Maintenance - \$39.84; Buffalo Wild Wings - Training Expense - \$24.69; Buhl Cleaners - Towels - \$312.42; Butler Machinery Co - Transmission Repairs - \$28,102.27; C & B Yankton - Mower Repair - \$37.41; Cedar Knox Public Power Dist - Elect - \$960.58; Cellsite Solutions Llc - Radio Project - \$38,494.00; Center Point - Large Print Books - \$137.82; Centurylink - Phone Bill - \$1,278.05; Christensen Radiator & Repair - Snow Blade - \$5,166.00; Christensen Radiator A - Truck Repairs - \$294.61; City Of Sioux Falls - Testing - \$61.77; City Of Vermillion - Jt Power Cash Trans - \$81,935.58; City Of Yankton-Central Garage - Rubbish - \$27.00; City Of Yankton-Parks - Landfill Charges - \$293.64; City Of Yankton-Police - FEMA -

\$201.19; City Of Yankton-Solid Waste - Compacted Garbage - \$14,267.88; City Utilities - Wtr-Ww Charges - \$24,844.61; Coffee Cup - Fuel - \$20.00; Concrete Materials - Hot Mix - \$7,271.61; Concrete Materials - Park Supplies - \$649.50; Conoco - SDML Conference Fuel - \$36.85; Conoco - Travel Expense - \$34.10; Cornhusker Intl Truck INC - Filters - \$159.35; Cornwell DP Tools INC - Socket - \$9.13; Cox Auto Supply - Equipment Repairs - \$88.60; Creative Forms & Concepts - W2/1099 Forms - \$342.77; Crescent Electric - Odor Control Unit Heater - \$1,407.40; Culvers - Travel Expense - \$4.99; Dahl/Monica - Irrigation Repairs - \$836.33; Dakota Care Admin Services INC - Flex Spending Fees - \$38.80; Dakotah Lodge Of Brook - 2019 SDPA Conference - \$152.00; Danko Emergency Equipment - Pump Test - \$1,268.42; Dayhuff Development INC - Facade Grant - \$3,860.00; Defensive Edge Training - Rifle Maintenance - \$136.50; Dept Of Corrections - Doc Work Program - \$1,841.10; Dept Of Env & Nat Resources - 2005L-RLA-106 - \$9,705.57; Dept Of Environment - 2017LREC-403 Solid Waste - \$53,468.02; Dept Of Health - Water Samples - \$1,966.00; DETCO - Instant Hand Wash - \$1,867.63; Dharma Trading Co - Adult Craft Supplies - \$115.40; Echo Electric Supply - Electrical Supplies - \$891.50; Edible Arrangements - Disputed Charges - \$98.33; Ehresmann Engineering - Bocci Ball Material - \$177.96; Embroidery & Screenworks - Airport Polo Shirt - \$40.47; Fair MFG INC - Snow Blower - \$121,595.00; Fairbank Equipment - Sprayer Parts - \$79.46; Fastenal Company - Nuts And Bolts - \$718.55; FBI Retail - Uniforms - \$273.98; Feimer Construction - Pearl St Watermain C1119 - \$89,661.26; Ferguson Waterwrks - 4" Meter - \$3,187.70; Finance, Dept Of - Travel Expense - \$107.76; Fire Mountain Gems - Program Supplies - \$51.39; Firesmartpromos.Com - Plastic Fire Helmets - \$567.00; First Dakota Nat'l Bank Corp - Fire Station Dept Serv - \$153,061.25; Forestry Suppliers INC - Ag Supplies - \$236.95; Fred Haar Company Yank - Mower Belt - \$64.69; Frontier Precision INC - Equipment Repair - \$1,973.62; Gan Usatodaycirc - Newspaper Subscription - \$347.94; Gerstner Oil Co - Av Fuel - \$46,969.00; Gleich/James & Shannon - Reimbursement - \$100.00; Governors Inn - Lodging - \$83.75; GPS Industries - Golf Cart Rental - \$1,920.00; Grainger - PVC Fitting - \$15.13; Graymont Capital INC - Lime - \$9,116.81; Hach Company - Lab Reagents - \$1,888.46; Hampton Inn And Suites - Lodging SDML Conference - \$822.10; Hanson Briggs Advertising INC - Courtesy Cards - \$535.00; Harbor Freight Tools 8 - Work Lights, Hand Truck - \$139.97; Hard Drive Central - Copies - \$79.46; Hardees - Travel Expense - \$9.99 Hardees - 2019 SDPA - \$11.27; Hartington Tree - Memorial Tree - \$240.00; Hawkins INC - Azone - \$12,579.84; Hawkins INC - Sodium Hypochlorite - \$530.97; HDR Engineering INC - Water Plant Construction - \$51,074.28; Hobby Lobby - Office Supplies - \$60.95; Holiday Inn - Travel Expense - \$551.94; Holiday Stations - Fuel - \$57.98; Holiday Stations - Fuel - \$36.87; Holst/Andy & Jennifer - Reimbursement - \$100.00; HyVee - Dog Park Activity - \$328.72; IHOP - Travel Expense - \$39.03; Intoximeters INC - Maintenance - \$205.25; Inyo Entertainment - Movie Screening - \$250.00; IR Industrial - Air Compressor Repairs - \$715.71; J & H Care & Cleaning Company - Janitorial Supplies - \$4,000.00; J.J Benjis - Youth VB Team Shirts - \$547.50; J2 Metrofax - Fax - \$7.95; Jacks Uniforms & Equi - Uniforms - \$506.74; JCL Solutions - Cleaning Supplies - \$523.92; Jimmy Johns - Staff Appreciation - \$80.99; Jones Construction/John T - Water Plant Construction - \$352,635.51; Kadrmas Lee & Jackson INC - Airport Project - \$17,009.06; Kaiser Refrigeration - Trail Supplies - \$95.54; Kaiser Refrigeration - Service Call - \$234.00; Kleinsasser/Bruce - Lifeguard Instruction - \$360.00; Koletzky Implement INC - Housing And Nut - \$28.60; Koletzky Implement INC - Hose - \$95.69; Kopetskys Ace Hdwe - Shop Supplies - \$286.18; Kuslers - Fuel - \$33.52; Language Line - Translation Services - \$105.86; Larrys Heating & Cooling - 4 Ton Ac - \$4,861.32; Larrys Plumbing Servi - Yard Irrigation Plumbing - \$10.00; Lewis & Clark Bhs - 1/2 Sp Appropriation - \$10,000.00; Lewis & Clark Theatre Co - 1/2 Sp Appropriation - \$1,250.00; Lewis And Clark Ford - Replace Fuel Filter #529 - \$193.92; Lien/Gary - Tree Reimbursement - \$99.85; Loves Travel - Fuel - \$51.07; Mailfinance - Postage - \$678.00; Marathon - Fuel - \$52.51; Marks Machinery INC - Truck Repairs -

\$753.25; Mavericks Steak - SDML Conference - \$148.62; McAfee - Contracted Service - \$106.49; McDonalds - Training Expense - \$6.77; McDonalds - Travel Expense - \$8.27; McGrath North - Professional Services - \$6,634.00; McMaster Carr - Hydrant Adapter - \$73.15; Mead Lumber - Bocci Ball Courts - \$65.04; Mello/Scott - Irrigation Repairs - \$528.11; Menards - Bocci Ball Material - \$7,819.81; Merkel Electric - Beacon Repairs - \$391.67; Metropcs Mobile Web - Disputed Charges - \$60.00; Midamerican Energy - Fuel - \$1,374.36; Midamerican Energy - Fuel - \$861.50; Midwest Laboratories - Nutrient Testing - \$181.84; Midwest Tape - Av - \$440.88; Midwest Turf & Irrigat - Equipment Supplies - \$83.76; Millenium Recycling - Single Stream Fee - \$5,797.75; Millerbernd Manufacturing Co - Light Poles - \$4,886.00; Minervas Grill And Bar - EDA Meeting - \$124.58; Moderegger/Shelly - Tree Reimbursement - \$74.99; Mutt Mitt - Dog Waste Bags - \$2,459.75; Naprer/David - Tune Piano - \$117.00; Nartec INC - Field Testing - \$362.14; National League Of - National League Cities - \$170.00; North Central International - Truck Chassis - \$179,132.00; Northstar Grill & Pub - Travel Expense - \$22.08; Northwestern Energy - Elect - \$73,425.74; NV Energy/Speedpay - Disputed Charges - \$151.75; Observer - Ads - \$60.00; Olive Garden - Travel Expense - \$32.84; Olsons Pest Technician - Pest Control - \$90.00; One Office Solution - White Boards - \$483.83; OReilly Auto Parts - Battery - \$573.66; Overdrive Dist - E-Books - \$1,937.91; Overhead Door Co - Garage Door Roller - \$6.00; Pack & Ship - Shipping - \$75.18; Panera Bread - Training Expense - \$31.62; Papa Johns - Disputed Charges - \$102.79; Paypal Apple Seal - Monitor - \$79.95; Paypal Ebay Countrygi - Cleaning Tape - \$305.00; Paypal Ebay INC - Monitor - \$4.62; Paypal NES Sales - Computer Monitors - \$523.22; Paypal - Monitor - \$86.31; Paypal South Dakota - Registration: Arson - \$300.00; Paypal Trielectron - Chargers - \$76.00; Paypal - Monitors - Housing - \$238.73; Phillips 66 - West For - Travel Expense - \$59.05; Pioneer Country Mart - Travel Expense - \$32.00; Pizza Hut - Meeting Expense - \$23.37; Pizza Ranch - Travel Expense - \$18.06; Pizza Ranch - Travel Expense - \$21.50; Powers Port A - Porta Pots - \$250.00; Press Dakota Mstar Solutions - Commission Minutes - \$719.00; Qdoba - Training Expense - \$10.64; Quill Corporation - Office Supplies - \$67.85; Racom Corporation - Radio Access - \$1,007.98; Rasmussen Mechanical Seviles - Gasket - Seal - \$1,356.33; Red Cross Trng & Prod - Schools - \$37.00; Red Rock Restaurant & - Travel Expense - \$44.78; Redi Towing - Towing - \$163.00; Redrossa Italian Grill - Training Expense - \$9.53; Richardson Development LLC - Sidewalk Reimbursement - \$1,600.00; Ricoh USA INC - Printer - \$439.96; Riverside Hydraulics, - Hose And Ends - \$231.63; Riverside Technologies INC - HP Laserjet Printer - \$2,838.00; Royal Sport Shop - Sponsorship Plaques - \$89.52; Rushmore Plaza Holiday - Travel Expense - \$1,051.83; Samsclub - Rec Supplies - \$8.54; Sanitation Products INC - Belt - \$4,817.76; SDML Workers Compensation Fund - Workers Comp Renewal - \$250,295.00; Sears - Ratchet - \$9.52; Shell Oil - Travel Expense - \$38.47; Sherwin Williams - Sertoma Football Field - \$319.92; Sherwin Williams - Traffic Paint - \$96.15; Shurco Outletservice - Tarp Parts Replacement - \$425.14; Sioux Equipment Company INC - Cable Repairs - \$200.20; Sirchie Finger Print - Evidence Bags - \$137.61; Sliders Bar & Grill - Training Expense - \$15.25; Slowey Construction INC - 8th St Construction - \$4,075.75; Smith Insurance INC/MT & RC - Firemens Accident Policy - \$1,781.00; South Dakota Historical - Books - \$92.84; South Dakota One Call - Message Fee - \$539.75; SP Darecatalog - Dare Shirts - \$1,859.24; Stern Oil Co INC - Clear Diesel Fuel - \$10,340.94; Stockwell Engineers INC - Aquatics Center Design - \$115,344.90; Sturdevant's - Belt - \$172.94; Sturdevants - Mower Repairs - \$40.48; Subway - Training Expense - \$8.27; Sunoco - Fuel - \$44.40; Tabor Lumber Coop - Chemicals - \$2,355.60; Tessman Company Sioux - Chemicals - \$5,526.80; The Covered Wagon Cafe - Travel Expense - \$43.24; The UPS Store - Wet Test Shipping - \$416.76; Thompson Electric Company INC - Batteries - \$8,626.79; TMA Yankton - Tires - \$7,563.15; Todd, INC/Michael - Road Signs - \$1,928.00; Trk Hosting - Internet Access - \$7.95; Truck Trailer Sales & - Landing Gear, Bushing - \$655.80; Truck Trailer Sales INC - Dot Inspection - \$994.70; Trugreen - Lawn Service -



\$86.67; U.S. Post Office-Utility - Ut Postage - \$2,500.00; United Laboratories In - Lift Station Treatment - \$328.56; United States Postal Service - Postage Meter - \$725.00; United Way - 1/4 Sp Appropriations - \$9,831.25; Us Bank Equipment Finance - Copier Lease - \$367.95; US Bank St Paul - Sales Tax Bond Series 2011a - \$2,471,825.00; USA Blue Book - Curb Box Lids - \$440.25; USPS - Postage - \$76.20; Verizon Wireless - Internet Access - \$896.39; Vermeer High Plains - Parts - \$3,072.62; Viddler INC - Video Hosting - \$41.04; Vogt's Fine Cleaners - Patches - \$70.00; VWR International INC - Laboratory Supplies - \$1,968.18; Walmart - White Board - \$330.57; Walmart - Dvds - \$573.69; Water & Env Eng Research Ctr - Lab Test - \$122.00; Wood Roofing INC - Refund Bldg Permit - \$20.00; Workplacepro - Jackets - \$184.89; Xerox Corporation - Copier Lease - \$199.96; Xerox Corporation - Copier Lease - \$1,371.33; Xtreme Car Wash - K9 Care - \$12.00; Yankton Area-Chamber Meeting - \$8.00; Yankton Area Arts Assn - 1/2 Sp Appropriation - \$2,500.00; Yankton Area Chamber - Community Meeting - \$60.00; Yankton Area Convention & - 1/4 Sp Appropriation - \$52,430.75; Yankton Area Prog. Growth - 1/4 Sp Appropriation - \$57,500.00; Yankton County Auditor - Safety Center Share - \$8,957.62; Yankton Medical Clinic - Pre-Employment Physical - \$171.00; Yankton Optimist Club - Membership - \$170.00; Yankton Register Of Deeds - Register Of Deeds Record - \$64.50; Yankton School District - School Repairs - \$330,663.31; Yankton Vol Fire Department - Fire Calls Sept/Oct - \$280.00; YanktonmediaINC - Notice - \$73.39; Ykt Janitorial & Dt Sc - Janitorial Supplies - \$650.04

**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.

October Salaries by Dept: Administration \$41,963.85; Finance \$33,872.23; Community Development \$24,130.04; Police/A.C./Dispatch \$155,306.90; Fire \$12,507.62; Engineering / Sr. Citizens \$43,918.20; Streets \$43,678.50; Snow & Ice \$50.05; Traffic Control \$3,801.19; Library \$27,429.41; Parks / SAC \$76,952.08; Marne Creek \$3,733.98; Water \$37,779.65; Wastewater \$35,966.16; Cemetery \$3,874.21; Solid Waste \$21,719.06; Landfill / Recycle \$19,401.34; Central Garage \$7,319.32

New Hires: Audrey Bringgold \$16.23 hr. Library; Krista Harringa \$11.00 hr. Library; Addison Peitz \$12.00 hr. Recreation Division; Lacey Sprakel \$10.25 hr. Recreation Division; Geneva Wollman \$10.25 hr. Recreation Division

Wage Change: Jason Foote \$2,456.58 bi-wk. Police; Brad Moser \$2,997.27 bi-wk. Engineering & Inspection; Lucca Shimanuki \$10.50 hr. Recreation Division; Kelli Steffen \$11.00 hr. Recreation Division

### Action 19-293

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

**1. Work Session**

Setting date of November 25, 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 1928 Water Plant

**2. Possible Quorum Event**

December 6, 2019, for City of Yankton Christmas party, no official commission action

**3. Establishing public hearing for sale of alcoholic beverages**

Establish November 25, 2019, as the date for the public hearing on the request for a Special Events (on-sale) Liquor License for December 10, 2019 from Chamber of Commerce, (Carmen Schramm, Director) d/b/a Chamber of Commerce, First Dakota National Bank, 225 Cedar Street, Yankton, SD.

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

Motion adopted.

Action 19-294

This was the time and place for the public hearing of the Renewal of Alcoholic Beverage Licenses for the 2020 Licensing period, licenses are stated in Memorandum 19-231. (Memorandum 19-231) No one was present to speak for or against the applications. Moved by Commissioner Moser, seconded by Commissioner Benson, to approve the Alcoholic Beverage Licenses for the 2020 Licensing period.

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

Motion adopted.

Action 19-295

Moved by Commissioner Ferdig, seconded by Commissioner Benson, to approve Resolution 19-64. (Memorandum 19-230)

**RESOLUTION 19-64**

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

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

**PROPERTY TO BE SURPLUSED:**

2004 Dodge Intrepid VIN #2B3HD46R54H582989

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

Motion adopted.

Action 19-296

Moved by Commissioner Webber, seconded by Commissioner Carda, to approve Resolution 19-63. (Memorandum 19-232)

**RESOLUTION 19-63**  
A Resolution To Establish The Annual Adjustment Of  
Water Meter Fees Provided By Ordinance 427.

WHEREAS, City Ordinance 427, provides that fees charged for connecting to water service be established from time to time by resolution of the City Commission, and

WHEREAS, the present fee rate structure was established in 2006 and is need of revision, and

WHEREAS, the market cost of water meters change from time to time, and

WHEREAS, the fee was established to defray the cost of the City purchasing water meters.

BE IT RESOLVED by the Board of City Commissioners of the City of Yankton, South Dakota that the following fee schedule be establish pursuant to the above referenced ordinance.

1. The fee for all sizes of water meters shall be based on supplier pricing provided to the City in the fourth quarter of the prior year. Said pricing shall only include the meter, associated radio reader and shipping.
2. The fee shall be administratively updated annually and become effective on January 1st of each year.

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

Action 19-297

Moved by Commissioner Carda, seconded by Commissioner Moser, to approve Resolution 19-66. (Memorandum 19-235)

**RESOLUTION 19-66**

WHEREAS, the City of Yankton has been updating its Employee Safety Manual, and

NOW, THEREFORE, BE IT RESOLVED by the City Commission of Yankton, South Dakota, that the attached Employee Safety Manual is hereby approved and the City Manager is authorized to implement the provisions of the manual throughout the organization, as applicable.

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

Action 19-298

Moved by Commissioner Webber, seconded by Commissioner Schramm, to approve Resolution 19-65. (Memorandum 19-233)

**RESOLUTION 19-65**

Phone System Replacement

WHEREAS, the City of Yankton has identified the need to replace the phone system for police and dispatch in cooperation with Yankton County, and

WHEREAS, the City of Yankton proposes to split the cost of the replacement with the County based on the respective number of phone lines, then

NOW, THEREFORE BE IT RESOLVED, that the Yankton City Commission duly authorizes the execution of the purchase of the phone system, and

BE IT FURTHER RESOLVED, that the City Manager be authorized to execute the contract documents for the proposed phone project with the funds to be supplemented to the respective department in 2019 as required.

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

Action 19-299

Moved by Commissioner Miner, seconded by Commissioner Webber, to Change Order No. 1, accept the completed reconstruction on 21<sup>st</sup> Street, and authorize the final payment to Masonry Components, Inc., in the amount of \$164,658.23. (Memorandum 19-234)

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

Action 19-300

Moved by Commissioner Moser, seconded by Commissioner Carda, to approve the amendment of the Park Advisory Board Guidelines. (Memorandum 19-236)

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

Action 19-301

Moved by Commissioner Carda, seconded by Commissioner Webber, to approve Resolution 19-67. (Memorandum 19-237)

**RESOLUTION 19-67**

WHEREAS, the City has been negotiating on the Collective Bargaining Agreement with its employee labor union, and

WHEREAS, the Labor Union has approved the proposed agreement,

NOW, THEREFORE, BE IT RESOLVED by the City Commission of Yankton, South Dakota, that the attached Collective Bargaining Agreement is hereby approved and the City Manager is authorized to implement the provisions of the agreement throughout the organization, as applicable, and amend the current personnel manual as appropriate.

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

Action 19-302

Moved by Commissioner Carda, seconded by Commissioner Hoffner, to adjourn at 7:27 p.m.

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

Motion adopted.

---

Nathan V Johnson  
Mayor

ATTEST:

---

Al Viereck  
Finance Officer

Published November 16, 2019



**OFFICE OF THE CITY MANAGER**

[www.cityofyankton.org](http://www.cityofyankton.org)

VOL. 54, NUMBER 22

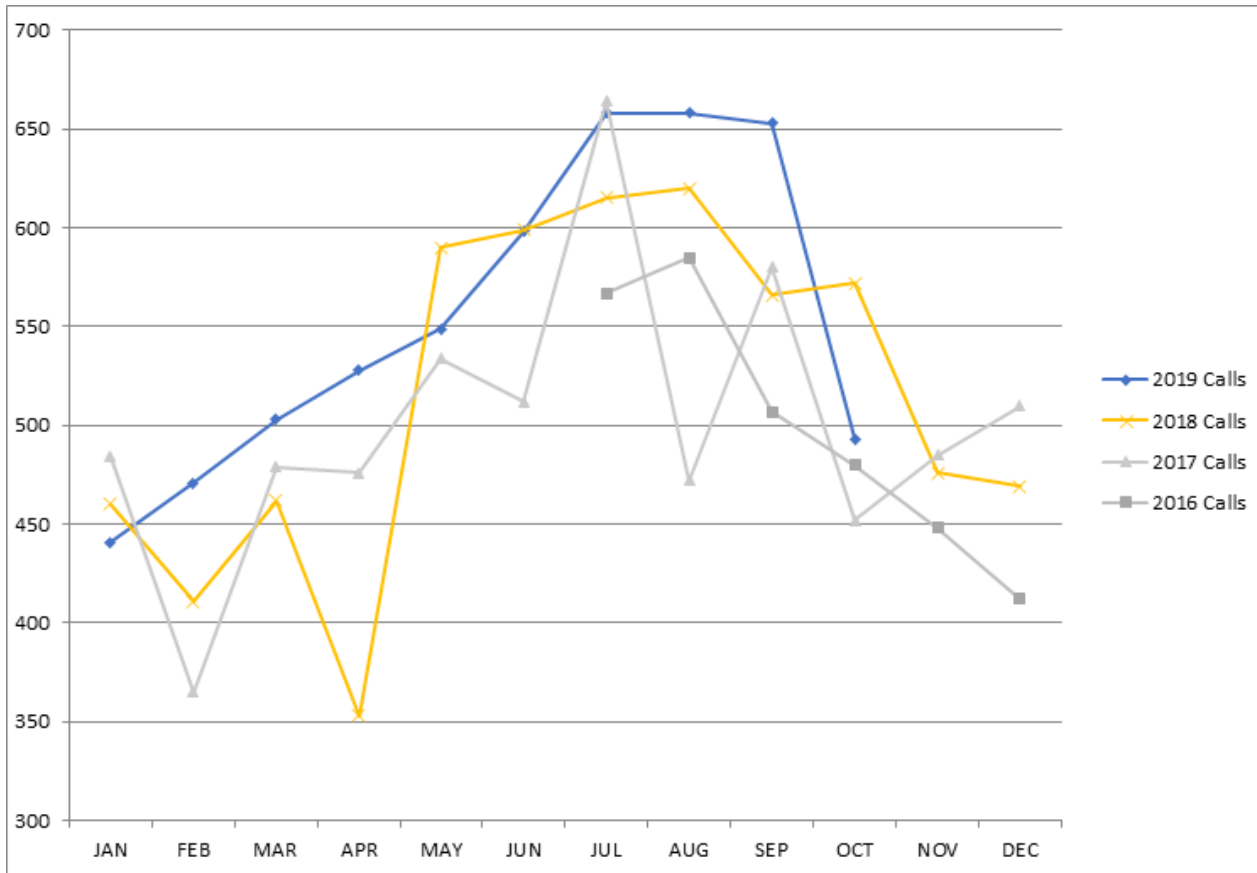
**Commission Information Memorandum**

The Yankton City Commission meeting on Monday, November 25, 2019, will begin at 7:00 pm.

**Non-Agenda Items of Interest**

**1) Information Services Department Update**

911 Call volume thru October is about 5.8% above 2018. This increase is 304 calls. Currently about 81% of the incoming 911 calls are from a wireless caller.



**2) Community & Economic Department Update**

Ordinance requires that property owners remove snow from adjacent public sidewalks within 24 hours after the end of a snow event. Staff works each year to educate property owners and when necessary abates nuisance sidewalk snow from public sidewalks. Notice is published in the newspaper of record annually before the first snow fall, and public outreach efforts are coordinated seasonally using local print and radio as well as social media outlets. Overall the community has done an outstanding job in

recent years keeping these important pedestrian links clear. An area that staff continues to emphasize in our outreach efforts is reminding property owners that it is a violation to place snow from private property onto or across the street. We also promote taking special care to clear snow from around fire hydrants to ensure they're useable by first responders in emergencies. Fire hydrant access is especially problematic when we receive very large snowfalls or several significant snowfall events over a relatively short period of time.

### **3) Police Department Update**

Chief Harris attended HSC Advisory Board meeting on November 12.

Chief Harris attended the LECC Law Enforcement Appreciation dinner in Sioux Falls. Brett Favre was the guest speaker.

Police Department staff participated with "Cookies with a Cop" event at Sacred Heart School. The event was attended by 106 students.

Police Department staff attended the SART meeting and listened to a presentation on human Trafficking.

Sgt. Schindler and Chief Harris spoke at the Yankton Community Library's Veterans Day event on November 14.

Officer Crissey, Corporal Parker and Chief Harris made a presentation to the Optimist Club on our youth programs.

The Police Department Requested and received 9 AED's form the Helmsley AED Project Charitable Trust imitative Free of Charge. One will be place in each patrol vehicle when they are assigned to an officer. The Trust will replace the pads free if they are used. This could save a life in our community.

### **4) Parks and Recreation Department Update**

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

### **5) Human Resources Department Update**

We have extended the application deadline date for internal applications for the Public Works Manager Assistant position. The new deadline date is December 2. We are also advertising internally for a week for Youth Services Assistant at the Library. The application deadline date for this position is November 25.

### **6) Fire Department Update**

The Fire Department presented a pilot program titled "Law Enforcement on the Fire Ground" to selected members of the Yankton Police Department. This program, once finalized, will be present to current and future YPD officers. The program is designed to teach the basics of fire behavior and what law enforcement officers can do to keep themselves safe, help the FD on the fire scene and make our combined response more efficient and effective. It also discusses other combined responses to incidents such as vehicle fires and rescues. The course will also be offered to other law enforcement agencies including the Yankton County Sheriff's Office, the Highway Patrol and others.

### **7) Finance Department Update**

Finance Office personnel will be participating in the annual municipal election training webinars conducted by the Secretary of State's Office. There are six webinars scheduled during December and

January to provide city personnel with training on current laws and procedures covering the 2020 election cycle.

Please see the enclosed Monthly Finance Report and the monthly Revenue and Expenditure Report for October.

### **8) Public Works Department Update**

While weather conditions permit, Public Works continues to address fall maintenance items such as asphalt street crack filling, street sweeping, repairing potholes, and tending compost.

#### **Pavement Replacement – Meridian District**

Quotes to install/replace concrete where trees were removed, in 12 locations in the Meridian District, were due on November 4<sup>th</sup>. O'Connor Concrete was the successful bidder. With the recent favorable weather, the work was completed on Saturday, November 16<sup>th</sup>.

#### **Pearl Street Water**

The Street is back open to traffic. A final pay estimate and change order will be submitted, in the near future, for commission consideration.

### **2020 Projects**

Staff anticipates having all of the survey work, for the 2020 projects, completed by the 15<sup>th</sup> of November. Design is already underway, on a couple of the projects slated for next year.

### **Holiday Garbage & Recycling Collection Schedule**

There will be no solid waste collection on Thursday, November 28<sup>th</sup>, due to the Thanksgiving Day Holiday. All Wednesday and Thursday routes will be collected on Wednesday, November 27<sup>th</sup>. Friday routes will be picked up on Friday, November 29<sup>th</sup>. All other routes will be collected as scheduled. The Transfer Station will be closed Thursday, November 28<sup>th</sup> and will be open shortened hours on Friday, November 29<sup>th</sup> from 8:00 am to 1:00 pm. The Transfer Station will resume normal scheduled hours on Saturday, November 30<sup>th</sup> from 8:00 am to 3:45 pm.

### **9) Library Update**

We are looking ahead to some holiday events coming up at the library. The library will again be hosting Santa's Workshop on Thursday, December 5. We have several crafts available for make-and-take at this event, along with a card and gift wrap station. The idea is that children can come in and make some gifts for their families, teachers, and friends (or to keep for themselves!). This has always been a popular and fun event. This year, it coincides with the Holiday Festival of Lights. Because of this, we have decided to extend the time that the event takes place, from 3:45pm to 7:30pm. We will also have an opportunity for participants to write a letter to Santa.

Midway through December, we take a break from story times and day care outreach because of so many busy schedules. However, we will be adding in a few special events on each Saturday in December, including a movie, crafts, holiday bingo for all ages, and a special Lego Club.

The Friends of the Library recently received a \$7,000 donation from a donor that wishes to remain anonymous. The donor's children have attended many of our story times and youth programs and requested that we use the money for children's programming. I think this reflects highly on Amanda Raiche, our children's librarian, and our library for the efforts made in programming for our community.



## 10) Environmental Services Department Update

The contractor completed the biosolids application. The process is regulated by the South Dakota Department of Environment and Natural Resources. The treated biosolids are applied based on the approved biosolids management plan and SD DENR permit. A copy of the biosolids management plan can be viewed on the City of Yankton website.

The contractor continues to move forward with the water treatment plant. The iron and manganese portion of the treatment process is working as designed and testing has been completed on this portion. The contractor is in the process of loading the Reverse Osmosis (RO) membranes into each unit. Startup and testing of the units will begin as soon as the membranes are loaded. Staff will continue to test the membranes for several weeks before putting them into service. The contractor is also finishing up smaller items within the plant. The landscapers are completing the pavers and some of the other landscaping as weather allows. The water plant staff is scheduled to move into the offices mid-December. Distribution staff will wait to move in until spring when the garage area is complete.



Hydranautics ESPA4-LD (low differential) Reverse Osmosis (RO) membranes elements being unpackaged and prepped for installation.



RO membrane element being installed in the pressure vessel located on the skid unit.



Open end cap of the pressure vessel with an installed RO element. Each skid unit is designed to treat 2.2 million gallons of water per day (MGD).

**11) Monthly reports**

Joint Powers Solid Waste monthly report is included for your review.

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

Sincerely,

Amy Leon  
City Manager

## FINANCE MONTHLY REPORT

Activity	OCT 2019	OCT 2018	OCT 2019 YTD	OCT 2018 YTD
<b>UTILITY BILLING:</b>				
<b>Water</b>				
Water Sold (in gallons per 1,000)	62,413	64,810	541,639	568,004
Water Billed	\$580,937.02	\$550,694.95	\$5,256,816.28	\$5,001,554.55
Basic Water Fee/Rate per 1000 gal.	\$24.61/\$5.83	\$21.71/\$5.55		
Number of Accounts Billed	5,572	5,532	54,232	53,745
Number of Bills Mailed	5,572	5,532	54,232	53,745
Total Meters Read	5,773	5,712	57,495	56,888
Meter Changes/pulled	6	1	36	41
Total Days Meter Reading	1	1	10	10
Misreads found prior to billing	-	-	-	-
Customers requesting Rereads	-	-	1	-
<b>Sewer</b>				
Sewer Billed	\$348,617.23	\$314,524.89	\$3,230,126.59	\$3,110,042.47
Basic Sewer Fee/Rate per 1000 gal.	\$10.18/\$6.17	\$9.69/\$5.87		
<b>Solid Waste</b>				
Solid Waste Billed	\$105,708.28	\$99,801.66	\$1,049,707.18	\$989,907.44
Basic Solid Waste Fee	\$21.83	\$20.79		
<b>Total Utility Billing:</b>	<b>\$1,035,262.53</b>	<b>\$965,021.50</b>	<b>\$9,536,650.05</b>	<b>\$9,101,504.46</b>
Adjustment Total:	(\$663.24)	(\$174.54)	(\$7,180.29)	\$5,471.99
Misread Adjustments	(\$283.24)	\$0.00	(\$6,043.28)	\$6,874.84
Other Adjustments	\$0.00	\$75.46	(\$7.01)	(\$222.85)
Penalty Adjustments OFF	(\$380.00)	(\$250.00)	(\$1,280.00)	(\$1,220.00)
Penalty Adjustments ON	\$0.00	\$0.00	\$150.00	\$40.00
New Accounts/Connects	72	55	859	739
Accounts Finaled/Disconnects	138	143	719	879
New Accounts Set up	5	5	44	62
Delinquent Notices	419	444	4,018	3,954
Doorknockers	165	158	1,510	1,524
Delinquent Call List	93	71	853	842
Notice of Termination Letters	12	23	141	112
Shut-off for Non-payment	7	13	69	65
Delinquent Notice Penalties	\$4,190.00	\$4,440.00	\$40,180.00	\$39,540.00
Doorknocker Penalties	\$1,650.00	\$1,580.00	\$15,100.00	\$15,240.00
<b>Other Office Functions:</b>				
Interest Income	\$101,062.23	\$72,975.62	\$795,797.07	\$612,532.33
Interest Rate-Checking Account	2.32%	2.56%		
Interest Rate-CDs	N/A	N/A		
# of Monthly Vendor Checks	136	165		
Payments Issued to Vendors	\$ 1,678,033.08	\$ 4,244,901.28	\$ 31,338,832.95	\$ 27,225,182.44
# of Employees on Payroll	203	223		
Monthly Payroll	\$ 420,325.79	\$ 420,784.16	\$ 4,661,142.06	\$ 4,728,998.03

	01Oct2019 31Oct2019	01Oct2018 31Oct2018	YTD 2019	YTD 2018
101 General Fund				
Revenues	688,782.79	1,122,146.45	9,098,633.16	8,886,573.94
Expenditures	676,217.82	717,892.34	7,004,907.03	6,794,020.25
201 Parks				
Revenues	2,834.82	6,474.93	23,691.55	52,123.01
Expenditures	103,604.15	92,122.89	1,097,308.10	901,831.21
202 Memorial Pool				
Revenues		83.87	38,081.72	60,747.25
Expenditures	6,921.29	9,069.78	763,123.90	166,360.91
203 Summit Activity Center				
Revenues	30,746.50	32,626.13	404,406.76	374,932.95
Expenditures	41,060.49	39,740.39	623,752.00	585,855.89
204 Marne Creek				
Revenues		114.02	1,303.69	953.20
Expenditures	13,711.97	20,044.51	251,779.33	91,106.10
205 Casualty Reserve				
Revenues	87.74	108.48	1,109.92	965.56
Expenditures			17,500.00	
207 Bridge and Street				
Revenues	34.41	.70	124,246.46	3.73
Expenditures		928.79	2,124.93	928.79
208 911/Dispatch				
Revenues	612.81	603.12	41,462.29	39,459.72
Expenditures	42,703.34	49,546.23	486,917.34	478,235.15
209 Business Improvement District				
Revenues	15,628.91	16,449.26	120,635.14	116,893.44
Expenditures			148,256.49	224,746.34
211 Lodging Sales Tax				
Revenues	64,866.45	102,805.81	521,164.47	567,411.22
Expenditures	4,675.68	2,894.00	475,371.06	390,090.48
241 Infrastructure Improvement				
Revenue	40.09	2,035.36	21,284.26	66,839.87
Expenditures				
501-504 Improvements/Capital				
Revenues	2,844.00	4,103.25	9,841.31	4,939.32
Expenditures	35,167.42		345,329.74	5,927.00
505 Huether Family Aquatic Center				
Revenues			14,382,500.00	
Expenditures			294,881.25	
506 Special Capital Improvements				
Revenues	379,819.49	656,601.88	3,777,256.70	4,591,588.57
Expenditures	63,408.86	1,501,857.00	1,526,422.16	5,376,915.86
509 TID #2 Morgan Square				
Revenues			55,423.06	24,134.86
Expenditures			55,423.06	23,823.78
510 TID #5 Menards				
Revenues			72,113.34	74,582.41
Expenditures				
511 TID #6 Westbrook Estates				
Revenues	5,134.87	899.08	110,953.88	99,466.48
Expenditures			86,226.80	94,746.41
512 TID #7 West 10th Street				
Revenues			6,611.89	165.29
Expenditures			6,942.47	

	01Oct2019 31Oct2019	01Oct2018 31Oct2018	YTD 2019	YTD 2018
513 TID #8 Westbrook Phase 2				
Revenues				
Expenditures				
601-608 Water				
Revenues	2,922,561.54	588,896.42	20,243,928.92	19,213,797.57
Expenditures	1,032,855.70	2,051,423.95	15,357,621.61	11,920,090.10
611 Wastewater				
Revenues	354,468.89	319,561.93	4,030,927.48	3,909,522.97
Expenditures	199,602.31	184,260.75	3,151,966.75	3,323,703.00
621 Cemetery				
Revenues	5,361.72	3,931.93	29,525.71	25,248.04
Expenditures	6,094.53	45,046.06	78,814.76	112,057.59
631 Solid Waste Collection				
Revenues	104,783.08	96,144.13	1,020,475.74	1,663,923.98
Expenditures	63,872.42	127,798.00	972,675.76	1,002,964.36
637 Joint Powers Landfill				
Revenues	143,873.81	121,622.10	1,294,138.78	1,107,078.86
Expenditures	185,685.98	128,363.74	1,520,195.13	1,323,067.99
641 Fox Run Golf Course				
Revenues	3,333.34	29,654.06	37,456.32	649,649.85
Expenditures	15,591.86	63,029.07	240,466.77	829,736.76

Commission Information Memorandum

PARKS AND RECREATION DEPARTMENT

**SUMMIT ACTIVITIES CENTER and RECREATION PROGRAMS**

1st half of November information:

Fitness Classes-	
Early Bird Boot Camp class	42 participants
Power Abs	57 participants
Prime Time Senior class	98 participants
Tabata class	73 participants
Water aerobics	139 participants
Work-Out Express class	64 participants
Yoga classes	67 participants
Zumba class	38 participants
Rentals-	
o Birthday rentals-	6 parties
o SAC courts-	13 hours
o Theater-	8 hours
o Meeting rooms-	2.5 hours
o City Hall courts-	24 hours
o Capital Building-	4 dates
o Riverside shelters-	0 rentals
o Memorial shelters-	0 rentals
o Westside shelter-	0 rentals
o Sertoma shelter-	0 rentals
o Tripp shelter-	0 rentals
o Meridian Bridge-	0 rental
SAC members-	2,051 people
SAC memberships-	1094
SAC attendance-	2,854 visits (does not include GreatLIFE attendees)
New members-	40 people

Friday, November 1- Men's Basketball League Registrations due. 13 teams.

Saturday, November 9 and Sunday, November 10- SAC Pool Closed for Yankton Swim Team Invitational. We received this possible feedback from Ross DenHerder, a swim team parent and swim meet participant:

Ross reported that the SAC staff was very accommodating and helpful to the swim team the weekend of the meet. The swim meet had 180 participants. Doubling the number from previous years.

Brittany LaCroix is working on Holiday Festival of Lights for Thursday night, December 5. The theme for 2019 will be "Christmas Carols."

Todd has met with Kasi Haberman in regards to Dive-in-Yankton and the contributions received and the remaining funds that have been pledged. The City will now mail invoices for the pledges, collect the payments, and document the payments.

## **PARKS**

Brian Frick and Chris Bornitz finished installing two artificial turf bocce ball courts at Fantle Memorial Park. The City received funds from a private citizen to add this amenity to the park.

Lisa Kortan is working with Matt Drake at Fox Run Golf Course to determine which ash trees will be removed this winter. There are approximately 100 ash trees on the course. About 20 trees per year will be removed over the next five years. Planting of new trees will accompany these efforts so some of the trees that are removed will be replaced. In this first winter of tree removals, the Fox Run Golf Course staff have identified trees around the greens for removal.

The parks staff have finished placing the holiday snowflakes, holiday banners, and the garland with bows along Broadway. They are now working on other lighting decorations, created in house, to decorate the Plaza and area around the Christmas Tree at the Meridian Bridge.

The hedge on the NE corner of Fantle Memorial Park was removed to some die back and volunteer weeds/thistles that were growing into the hedge. New plantings will be done in the area in 2020.



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

Description	Yankton Transfer	Vermillion Landfill	Total Joint	10 Month Budget	Legal 2019 Budget
<b>Joint Power Transfer/Landfill</b>					
<i>Total Revenue</i>	\$1,288,453.85	\$831,236.86	\$2,119,690.71	\$1,804,933.33	\$2,170,920.00
<i>Expenses:</i>					
Personal Services	261,916.34	285,999.78	547,916.12	581,253.33	697,504.00
Operating Expenses	259,393.94	361,096.38	620,490.32	634,395.00	761,274.00
Depreciation (est)	154,098.76	258,534.66	412,633.42	395,163.33	474,196.00
Trench Depletion	0.00	147,594.60	147,594.60	147,125.00	176,550.00
Closure/Postclosure Resrv	0.00	8,369.56	8,369.56	7,550.00	9,060.00
Amortization of Permit	0.00	1,096.42	1,096.42	983.33	1,180.00
<i>Total Operating Expenses</i>	675,409.04	1,062,691.40	1,738,100.44	1,766,470.00	2,119,764.00
<i>Non Operating Expense-Interest</i>	12,441.70	33,550.77	45,992.47	56,098.33	67,318.00
<i>Landfill Operating Income</i>	600,603.11	(265,005.31)	335,597.80	(17,635.00)	(16,162.00)
<b>Joint Recycling Center</b>					
<i>Total Revenue</i>	0.00	65,983.99	65,983.99	88,083.33	105,700.00
<i>Expenses:</i>					
Personal Services	0.00	170,939.06	170,939.06	179,840.83	215,809.00
Operating Expenses	0.00	71,584.15	71,584.15	97,291.67	116,750.00
Depreciation (est)	0.00	21,249.94	21,249.94	30,000.00	36,000.00
<i>Total Operating Expenses</i>	0.00	263,773.15	263,773.15	307,132.50	368,559.00
<i>Non Operating Expense-Interest</i>	0.00	0.00	0.00	0.00	0.00
<i>Recycling Operating Income</i>	0.00	(197,789.16)	(197,789.16)	(219,049.17)	(262,859.00)
<i>Total Operating Income</i>	\$600,603.11	(\$462,794.47)	\$137,808.64	(\$236,684.17)	(\$279,021.00)
<b>Tonage in Trench:</b>	10/31/2018	10/31/2019			
Asbestos	69.63	100.74	100.74	41.67	50.00
Centerville	205.97	210.27	210.27	916.67	1,100.00
Beresford	1,186.58	1,208.40	1,208.40	1,166.67	1,400.00
Clay County Garbage	12,148.27	12,607.41	12,607.41	12,083.33	14,500.00
Elk Point	885.82	933.19	933.19	216.67	260.00
Yankton County Garbage	20,083.66	22,992.52	22,992.52	19,916.67	23,900.00
<i>Total Tonage in Trench</i>	34,579.93	38,052.53	38,052.53	34,341.67	41,210.00
Operating Cost per ton			\$45.68	\$53.07	\$53.07

This report is based on the following:

Revenue accrual thru October 31, 2019

Expenses cash thru October 31, 2019 with November's Bills

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

Description	Yankton Transfer	Vermillion Landfill	Total Joint	10 Month Budget	Legal 2019 Budget
<b>Source of Funds</b>					
<i>Beginning Balance</i>	\$310,788.00	\$1,440,861.00	\$1,751,649.00	\$1,742,872.00	\$1,742,872.00
<i>Operating Revenue:</i>					
Net Income	600,603.11	(462,794.47)	137,808.64	(232,517.50)	(279,021.00)
Depreciation	154,098.76	279,784.60	433,883.36	425,163.33	510,196.00
Trench Depletion	0.00	147,594.60	147,594.60	147,125.00	176,550.00
Amortization of Permit	0.00	1,096.42	1,096.42	983.33	1,180.00
<i>Non Operating Revenue:</i>					
Grant	0.00	23,638.68	23,638.68	208,333.33	250,000.00
Loan Proceeds	0.00	0.00	0.00	416,666.67	500,000.00
Contributed Capital	0.00	2,720.00	2,720.00	0.00	0.00
Sale Proceeds	0.00	0.00	0.00	0.00	0.00
Comp. for Loss & Damage	0.00	0.00	0.00	0.00	0.00
Fire Related Expenses	0.00	0.00	0.00	0.00	0.00
Interest	5,684.93	35,469.30	41,154.23	19,000.00	22,800.00
<i>Cash Flow Transfer:</i>					
Joint Power Transfer/Landfill	(756,696.52)	756,696.52	0.00	49,753.33	59,704.00
Joint Recycling Center	0.00	0.00	0.00	0.00	0.00
<b>Total Funds Available</b>	<b>314,478.28</b>	<b>2,225,066.65</b>	<b>2,539,544.93</b>	<b>2,777,379.50</b>	<b>2,984,281.00</b>
<b>Application of Funds Available</b>					
<i>Joint Power Transfer/Landfill</i>					
Equipment	141,419.40	334,152.92	475,572.32	860,833.33	1,033,000.00
Trench	0.00	0.00	0.00	0.00	0.00
Closure/Postclosure Cash Res.	0.00	8,369.56	8,369.56	7,550.00	9,060.00
<i>Joint Recycling Center</i>					
Equipment	0.00	43,580.18	43,580.18	63,333.33	76,000.00
<i>Payment Principal</i>	60,533.92	88,619.12	149,153.04	147,235.83	176,683.00
<i>Appropriation to Reserve</i>	0.00	0.00	0.00	0.00	0.00
<b>Total Applied</b>	<b>201,953.32</b>	<b>474,721.78</b>	<b>676,675.10</b>	<b>1,078,952.50</b>	<b>1,294,743.00</b>
<b>Ending Balance</b>	<b>\$112,524.96</b>	<b>\$1,750,344.87</b>	<b>\$1,862,869.83</b>	<b>\$1,698,427.00</b>	<b>\$1,689,538.00</b>

<b>Joint Power Transfer/Landfill Description</b>	<b>Yankton Transfer</b>	<b>Vermillion Landfill</b>	<b>Total Joint</b>	<b>10 Month Budget</b>	<b>Legal 2019 Budget</b>
<i>Revenue: (accrual)</i>					
Asbestos	\$0.00	\$6,547.87	\$6,547.87	\$2,916.67	\$3,500.00
Elk Point	0.00	43,964.79	43,964.79	43,083.33	\$51,700.00
Centerville	0.00	10,057.21	10,057.21	10,183.33	12,220.00
Beresford	0.00	57,470.55	57,470.55	54,833.33	65,800.00
Clay County Garbage	0.00	637,377.69	637,377.69	580,916.67	697,100.00
Compost-Yd Waste-Wood	0.00	9,639.29	9,639.29	4,583.33	5,500.00
Contaminated Soil	0.00	13,357.92	13,357.92	3,333.33	4,000.00
White Goods	0.00	3,258.68	3,258.68	4,166.67	5,000.00
Tires	0.00	5,976.22	5,976.22	3,333.33	4,000.00
Electronics	0.00	3,002.21	3,002.21	4,166.67	5,000.00
Other Revenue	7,808.31	40,584.43	48,392.74	16,750.00	20,100.00
Less Recycling Tipping Fee	0.00	0.00	0.00	0.00	0.00
Cash long	72.15	0.00	72.15	0.00	0.00
Yard Waste	0.00	0.00	0.00	0.00	0.00
Rubble	40,314.54	0.00	40,314.54	43,333.33	52,000.00
Transfer Fees	1,226,023.96	0.00	1,226,023.96	1,033,333.33	1,240,000.00
Metal	13,873.77	0.00	13,873.77	0.00	5,000.00
Other Operational - Solid Waste	361.12	0.00	361.12	0.00	0.00
<b>Total Revenue</b>	<b>1,288,453.85</b>	<b>831,236.86</b>	<b>2,119,690.71</b>	<b>1,804,933.33</b>	<b>2,170,920.00</b>
<i>Expenses: (cash)</i>					
Personal Services	261,916.34	285,999.78	547,916.12	581,253.33	697,504.00
Insurance	19,353.90	10,273.22	29,627.12	20,290.83	24,349.00
Professional Service/Fees	12,165.91	56,970.42	69,136.33	64,166.67	77,000.00
Non Professional Fees	0.00	0.00	0.00	0.00	0.00
Processing- Reduction	0.00	0.00	0.00	0.00	0.00
State Fees	0.00	38,052.53	38,052.53	34,341.67	41,210.00
Professional - Legal/Audit	2,856.60	0.00	2,856.60	1,041.67	1,250.00
Publishing & Advertising	34.80	1,727.04	1,761.84	1,916.67	2,300.00
Rental	0.00	0.00	0.00	416.67	500.00
Hauling fee	0.00	0.00	0.00	0.00	0.00
Equipment repair	2,108.28	58,349.36	60,457.64	46,666.67	56,000.00
Motor vehicle repair	0.00	1,864.69	1,864.69	19,583.33	23,500.00
Vehicle fuel & maintenance	141,508.52	47,009.77	188,518.29	166,666.67	200,000.00
Equip, Mat'l & Labor	48,040.10	0.00	48,040.10	37,500.00	45,000.00
Building repair	12,039.49	4,296.81	16,336.30	20,000.00	24,000.00
Facility repair & maintenance	0.00	17,386.54	17,386.54	29,166.67	35,000.00
Postage	509.79	6.97	516.76	625.00	750.00
Office supplies	1,807.20	617.50	2,424.70	2,666.67	3,200.00
Copy supplies	84.60	155.48	240.08	312.50	375.00
Uniforms	217.72	4,698.63	4,916.35	3,916.67	4,700.00
Small Tools & Hardware	206.11	0.00	206.11	208.33	250.00
Travel & Training	0.00	2,908.51	2,908.51	3,750.00	4,500.00
Operating supply	1,317.66	93,914.60	95,232.26	123,000.00	147,600.00
Electricity	6,511.11	12,281.17	18,792.28	25,166.67	30,200.00
Heating Fuel - Gas	6,850.23	8,321.78	15,172.01	26,666.67	32,000.00
Water	1,810.97	938.20	2,749.17	2,500.00	3,000.00
WW service	814.43	0.00	814.43	1,083.33	1,300.00
Landfill	218.30	0.00	218.30	166.67	200.00
Telephone	938.22	1,323.16	2,261.38	2,575.00	3,090.00
Depreciation (est)	154,098.76	258,534.66	412,633.42	395,163.33	474,196.00
Trench Depletion		147,594.60	147,594.60	147,125.00	176,550.00
Closure/Postclosure Resrv		8,369.56	8,369.56	7,550.00	9,060.00
Amortization of Permit		1,096.42	1,096.42	983.33	1,180.00
<b>Total Op Expenses</b>	<b>675,409.04</b>	<b>1,062,691.40</b>	<b>1,738,100.44</b>	<b>1,766,470.00</b>	<b>2,119,764.00</b>

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

Joint Power Transfer/Landfill Description	Yankton Transfer	Vermillion Landfill	Total Joint	10 Month Budget	Legal 2019 Budget
<i>Non Operating Expense-Interest</i>	12,441.70	33,550.77	45,992.47	56,098.33	67,318.00
<i>Operating Income (Loss)</i>	\$600,603.11	(\$265,005.31)	\$335,597.80	(\$17,635.00)	(\$16,162.00)
<i>Capital:</i>					
Capital Outlay	\$141,419.40	\$334,152.92	\$475,572.32	\$860,833.33	\$1,033,000.00
Landfill Development	0.00	0.00	0.00	187,500.00	\$225,000.00
Capital Lease	0.00	0.00	0.00	0.00	\$0.00
<i>Total Capital Expenditures</i>	\$141,419.40	\$334,152.92	\$475,572.32	\$1,048,333.33	\$1,258,000.00
<i>Grant Reimbursement</i>	\$0.00	\$23,638.68	\$23,638.68	\$208,333.33	\$250,000.00
<i>Equipment Sale Proceeds</i>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<i>Cash Flow Transfer</i>	(\$756,696.52)	\$756,696.52	\$0.00	\$0.00	\$0.00
<i>Tonage in Trench:</i>					
Asbestos		100.74	100.74	41.67	50.00
Beresford		1,208.40	1,208.40	1,166.67	1,400.00
Centerville Garbage		210.27	210.27	916.67	1,100.00
Clay County Garbage		12,607.41	12,607.41	12,083.33	14,500.00
Elk Point		933.19	933.19	216.67	260.00
Yankton County Garbage		22,992.52	22,992.52	19,916.67	23,900.00
<i>Total Tonage in Trench</i>		38,052.53	38,052.53	34,341.67	41,210.00
Operating Cost per ton			\$45.68	\$53.07	\$53.07

Joint Recycling Center Description	Yankton Transfer	Vermillion Center	Total Joint	10 Month Budget	Legal 2019 Budget
<i>Revenue:</i>					
Tipping Fees	\$0.00	0.00	\$0.00	0.00	0.00
Magazines	0.00	1,243.55	1,243.55	2,500.00	3,000.00
Metal/Tin	0.00	1,787.50	1,787.50	1,000.00	1,200.00
Plastic	0.00	18,757.35	18,757.35	12,500.00	15,000.00
Aluminum	0.00	11,585.00	11,585.00	10,000.00	12,000.00
Newsprint	0.00	4,776.88	4,776.88	7,500.00	9,000.00
Cardboard	0.00	23,109.91	23,109.91	33,333.33	40,000.00
High Grade Paper	0.00	2,281.65	2,281.65	6,666.67	8,000.00
Other Material	0.00	2,442.15	2,442.15	7,500.00	9,000.00
Contributions/Operating Grants	0.00	0.00	0.00	7,083.33	8,500.00
<b>Total Revenue</b>	<b>0.00</b>	<b>65,983.99</b>	<b>65,983.99</b>	<b>88,083.33</b>	<b>105,700.00</b>
<i>Expenses:</i>					
Personal Services	0.00	170,939.06	170,939.06	179,840.83	215,809.00
Insurance	0.00	2,474.50	2,474.50	3,166.67	3,800.00
Professional Service/Fees	0.00	122.00	122.00	2,500.00	3,000.00
Hazardous Waste Collection	0.00	12,813.11	12,813.11	28,333.33	34,000.00
Professional-Legal	0.00	0.00	0.00	0.00	0.00
Publishing & Advertising	0.00	1,644.55	1,644.55	833.33	1,000.00
Rental	0.00	0.00	0.00	0.00	0.00
Equipment repair	0.00	4,606.08	4,606.08	7,916.67	9,500.00
Vehicle repair & maintenance	0.00	470.37	470.37	625.00	750.00
Vehicle fuel	0.00	4,693.87	4,693.87	4,166.67	5,000.00
Building repair & maintenance	0.00	3,101.04	3,101.04	2,083.33	2,500.00
Postage	0.00	1.66	1.66	125.00	150.00
Freight	0.00	10,260.00	10,260.00	14,583.33	17,500.00
Office supplies	0.00	791.57	791.57	416.67	500.00
Uniforms	0.00	859.82	859.82	416.67	500.00
Materials Purchases	0.00	4,191.81	4,191.81	3,750.00	4,500.00
Travel & Training	0.00	2,062.20	2,062.20	1,250.00	1,500.00
Operating Supplies	0.00	4,636.10	4,636.10	8,333.33	10,000.00
Copy Supply	0.00	46.80	46.80	125.00	150.00
Electricity	0.00	5,053.06	5,053.06	5,416.67	6,500.00
Heating Fuel-Gas	0.00	2,727.59	2,727.59	3,750.00	4,500.00
Water	0.00	327.95	327.95	541.67	650.00
WW service	0.00	883.73	883.73	1,000.00	1,200.00
Telephone	0.00	670.96	670.96	708.33	850.00
Revenue Sharing	0.00	9,145.38	9,145.38	7,250.00	8,700.00
Depreciation (est)	0.00	21,249.94	21,249.94	30,000.00	36,000.00
<b>Total Op Expenses</b>	<b>0.00</b>	<b>263,773.15</b>	<b>263,773.15</b>	<b>307,132.50</b>	<b>368,559.00</b>
<i>Non Operating Expense-Interest</i>	0.00	0.00	0.00	0.00	0.00
<b>Operating Income (Loss)</b>	<b>\$0.00</b>	<b>(\$197,789.16)</b>	<b>(\$197,789.16)</b>	<b>(\$219,049.17)</b>	<b>(\$262,859.00)</b>
Capital Outlay	\$0.00	\$43,580.18	\$43,580.18	\$63,333.33	\$76,000.00
Grant Reimbursement/Donations	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Cash Flow Transfer	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

This report is based on the following:

Revenue accrual thru October 31, 2019

Expenses cash thru October 31, 2019 with November's Bills

2019 Joint Powers Total Operations Recap

Month	Yankton Transfer	Vermillion Landfill	Total	Total Tons	\$ per ton	Recycling			Yankton Operations	Vermillion Operations	Total Operations
						Yankton	Vermillion	Total			
January	34,724.31	(22,258.86)	12,465.45	3,041.14	45.97	0.00	(20,603.17)	(20,603.17)	34,724.31	(42,862.03)	(8,137.72)
February	17,414.35	(26,023.46)	(8,609.11)	2,612.71	53.43	0.00	(22,011.46)	(22,011.46)	17,414.35	(48,034.92)	(30,620.57)
Subtotal	52,138.66	(48,282.32)	3,856.34	5,653.85	49.42	0.00	(42,614.63)	(42,614.63)	52,138.66	(90,896.95)	(38,758.29)
March	53,611.83	(12,809.95)	40,801.88	3,791.92	43.83	0.00	(13,430.92)	(13,430.92)	53,611.83	(26,240.87)	27,370.96
Subtotal	105,750.49	(61,092.27)	44,658.22	9,445.77		0.00	(56,045.55)	(56,045.55)	105,750.49	(117,137.82)	(11,387.33)
April	70,002.81	(41,275.15)	28,727.66	3,964.91	47.75	0.00	(10,402.13)	(10,402.13)	70,002.81	(51,677.28)	18,325.53
Subtotal	175,753.30	(102,367.42)	73,385.88	13,410.68	47.11	0.00	(66,447.68)	(66,447.68)	175,753.30	(168,815.10)	6,938.20
May	82,310.61	(36,500.11)	45,810.50	4,557.81	43.70	0.00	(24,960.50)	(24,960.50)	82,310.61	(61,460.61)	20,850.00
Subtotal	258,063.91	(138,867.53)	119,196.38	17,968.49	46.24	0.00	(91,408.18)	(91,408.18)	258,063.91	(230,275.71)	27,788.20
June	63,815.55	(24,181.68)	39,633.87	3,875.74	45.16	0.00	(19,780.72)	(19,780.72)	63,815.55	(43,962.40)	19,853.15
Subtotal	321,879.46	(163,049.21)	158,830.25	21,844.23	45.87	0.00	(111,188.90)	(111,188.90)	321,879.46	(274,238.11)	47,641.35
July	90,084.02	7,194.00	97,278.02	4,208.26	36.43	0.00	(16,188.49)	(16,188.49)	90,084.02	(8,994.49)	81,089.53
Subtotal	411,963.48	(155,855.21)	256,108.27	26,052.49	44.50	0.00	(127,377.39)	(127,377.39)	411,963.48	(283,232.60)	128,730.88
August	77,625.23	(10,059.46)	67,565.77	4,040.72	42.97	0.00	(15,575.81)	(15,575.81)	77,625.23	(25,635.27)	51,989.96
Subtotal	489,588.71	(165,914.67)	323,674.04	30,093.21	44.29	0.00	(142,953.20)	(142,953.20)	489,588.71	(308,867.87)	180,720.84
September	77,378.97	(32,264.17)	45,114.80	3,833.83	47.33	0.00	(19,283.80)	(19,283.80)	77,378.97	(51,547.97)	25,831.00
Subtotal	566,967.68	(198,178.84)	368,788.84	33,927.04	44.64	0.00	(162,237.00)	(162,237.00)	566,967.68	(360,415.84)	206,551.84
October	42,239.45	(33,275.70)	8,963.75	4,125.49	54.23	0.00	(35,552.16)	(35,552.16)	42,239.45	(68,827.86)	(26,588.41)
Subtotal	609,207.13	(231,454.54)	377,752.59	38,052.53	45.68	0.00	(197,789.16)	(197,789.16)	609,207.13	(429,243.70)	179,963.43

11/1/2019

City of Yankton Transfer Station  
Landfill Tons

Date	City	Licensed Haulers				Sub-Total	All Other	Total Transfer
	Compactors (577)	Janssen (547)	Arts (586)	Loren Fischer (648)	Kortan (673)			
January 2018	239.65	530.30	436.12	81.67	7.84	1,055.93	252.70	1,548.28
February 2018	181.66	488.25	370.51	77.18	10.55	946.49	234.16	1,362.31
March 2018	227.12	601.25	477.74	83.07	7.49	1,169.55	415.05	1,811.72
April 2018	227.43	561.75	490.33	94.10	9.61	1,155.79	613.24	1,996.46
May 2018	273.68	715.67	609.17	72.24	8.68	1,405.76	466.41	2,145.85
June 2018	247.08	678.97	575.57	95.46	11.05	1,361.05	599.25	2,207.38
July 2018	272.18	733.32	567.02	94.97	15.23	1,410.54	626.27	2,308.99
August 2018	282.50	706.92	596.38	109.81	14.84	1,427.95	523.76	2,234.21
September 2018	236.77	612.38	522.99	74.52	14.76	1,224.65	581.55	2,042.97
October 2018	257.08	670.47	558.52	89.01	13.71	1,331.71	518.12	2,106.91
November 2018	259.05	597.64	497.55	96.01	18.78	1,209.98	387.83	1,856.86
December 2018	224.52	523.59	415.26	67.88	17.63	1,024.36	239.52	1,488.40
2018 Total	2,928.72	7,420.51	6,117.16	1,035.92	150.17	14,723.76	5,457.86	23,110.34
January 2019	236.75	525.77	427.94	79.27	12.10	1,045.08	336.65	1,618.48
February 2019	190.00	471.97	359.65	70.64	16.95	919.21	294.94	1,404.15
March 2019	227.93	571.65	491.34	96.90	24.64	1,184.53	761.73	2,174.19
April 2019	256.85	600.51	598.67	84.66	18.68	1,302.52	828.34	2,387.71
May 2019	283.49	719.23	639.98	93.26	27.15	1,479.62	959.69	2,722.80
June 2019	238.73	674.24	596.15	97.21	23.01	1,390.61	640.63	2,269.97
July 2019	272.66	737.54	678.68	102.49	19.45	1,538.16	661.78	2,472.60
August 2019	271.79	716.67	646.85	96.51	25.81	1,485.84	646.49	2,404.12
September 2019	250.77	706.64	647.37	90.18	19.83	1,464.02	677.10	2,391.89
October 2019	264.44	698.55	602.46	76.29	21.79	1,399.09	746.34	2,409.87
2019 Total	2,493.41	6,422.77	5,689.09	887.41	209.41	13,208.68	6,553.69	22,255.78

CITY OF VERMILLION  
LANDFILL TONS

	2019	Independence Waste	Fischer Disposal	Art's Garbage	Verm. Garbage	City of Elk Point	Loren Fischer	Turner County	City of Beresford	Waste Mgmt of Sioux City	Other	2019 Tons
\$47.00 PER TON	Jan	251.85	160.44	1.38	40.19	89.90	460.19	18.60	107.72	95.90	77.24	1303.41
	Feb	208.12	129.89	0.00	34.79	64.92	391.81	17.25	88.78	87.13	121.22	1143.91
	Mar	285.37	157.90	0.00	36.76	86.23	461.80	22.06	103.14	97.45	354.21	1604.92
	April	109.02	196.50	18.06	44.91	95.41	534.63	22.06	126.91	96.98	259.07	1503.55
	May	0.00	237.28	11.05	52.41	118.72	716.97	24.39	148.43	135.51	217.08	1661.84
	June	0.00	231.29	4.26	39.19	88.62	703.50	18.65	117.18	98.28	287.07	1588.04
	July	0.00	243.62	6.14	39.03	92.44	686.59	22.05	133.57	132.19	253.62	1609.25
	Aug	0.00	237.61	13.14	44.78	101.02	631.45	20.60	130.51	164.45	317.85	1661.41
	Sept	-	216.84	24.49	45.03	87.91	570.31	20.40	128.66	148.41	0.00	1242.05
	Oct	0.00	237.07	10.96	45.46	107.88	645.04	24.21	123.50	117.49	310.46	1622.07
	Nov											0.00
	Dec											0.00
		854.36	2048.44	89.48	422.55	933.05	5802.29	210.27	1208.40	1173.79	2197.82	14940.45

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



NOTICE OF HEARING UPON APPLICATION  
FOR SALE OF ALCOHOLIC BEVERAGES

NOTICE IS HEREBY GIVEN that an application has been received by the Board of City Commissioners of the City of Yankton, South Dakota, for the transfer of location of a Retail (on-off sale) Malt Beverage License for July 1, 2019, to June 30, 2020, from Morgen, LLC d/b/a South Point (Kirby Muilenburg, owner), 1101 Broadway, Suite 111C, to Morgen, LLC d/b/a South Point Gaming Lounge (Kirby Muilenburg, owner), 1101 Broadway, Suite 111A, Yankton, S.D.

NOTICE IS FURTHER GIVEN that a Public Hearing upon the application will be held on Monday, December 9, 2019 at 7:00 p.m. in the City of Yankton Community Meeting Room at the Career Manufacturing Technical Education Academy, 1200 West 21<sup>st</sup> Street, Yankton, South Dakota, where any person or persons interested in the approval or rejection of the above application may appear and be heard.

Dated at Yankton, South Dakota  
this 25<sup>th</sup> day of November, 2019.



Al Viereck  
FINANCE OFFICER

\_\_\_\_ Voice vote

\_\_\_\_ Voice vote

**Summary of Assessment Roll and Hearing  
Memorandum # 19-239**

**To:** *Amy Leon, City Manager*  
**From:** *Brad Bies, Community Development Manager*  
**Subject:** *2019 Assessment Roll— Nuisance Vegetation Abatement*  
**Date:** *November 14, 2019*

---

November 25, 2019 is the date established for a public hearing at which time the costs will be assigned to properties that required abatement services arranged by the City. The attached 2019 Nuisance Vegetation Abatement Roll documents the assessable costs. Letters have been sent notifying the affected property owners of costs associated with abatement. The roll has been updated to reflect those properties that have made payment.

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

October 15, 2019	Department of Community Development files special assessment roll with Finance Officer.
October 28, 2019	City Commission sets public hearing for November 25, 2019
October 29, 2019	Department of Community Development sends notice of hearing to affected property owners.
October 31, 2019	Department of Community Development publishes notice of hearing in Press & Dakotan. Publishing dates of October 31, 2019.
November 25, 2019	City Commission holds public hearing on assessment roll and approves resolution.
November 26, 2019	Finance Department sends notice to property owners giving amount of assessment, installments, etc.
November 2019	Finance Department publishes resolution with November 25 <sup>th</sup> Commission Minutes.
December 26, 2019	Final date property owners can pay entire assessment without interest.
January 1, 2020	First special assessment installment due.

**Recommendation: It is recommended that the Board of Commissioners approve Resolution #19-61 approving the 2019 Nuisance Vegetation Abatement Roll.**

Respectfully submitted,

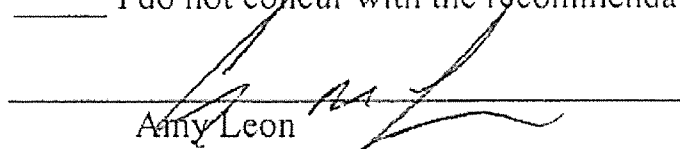


Brad Bies  
Community Development Manager

Attachments

I concur with the recommendation.

I do not concur with the recommendation.



\_\_\_\_\_  
Amy Leon  
City Manager

**RESOLUTION #19-61**

A RESOLUTION APPROVING THE 2019 SPECIAL ASSESSMENT ROLL FOR  
NUISANCE VEGETATION ABATEMENT

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

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

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

The above assessments may be paid without interest to the City Finance Officer on or before December 26, 2019, thereafter, the entire assessment may be paid with interest from the date of filing with the City Finance Officer at the rate established by resolution of the Board of City Commissioners.

Adopted:

---

Nathan V. Johnson  
Mayor

ATTEST:

---

Al Viereck  
Finance Officer

**2019 Special Assessment Roll  
for  
Nuisance Vegetation Abatement  
City of Yankton, South Dakota**

TO THE CITY FINANCE OFFICER OF THE CITY OF YANKTON

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

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

PROPERTY OWNER (Deed Holder)	PROPERTY OWNER MAILING ADDRESS	PROPERTY DESCRIPTION Legal Description	PROPERTY ADDRESS	ASSESSMENT AMOUNT	ABATEMENT CATEGORY
BROOK WOEHL	4517 BROADWAY AVENUE YANKTON, SD 57078	N42' LT 16 & ALL LTS 17 & 18 BLK 28 LOWER YANKTON	417 MULBERRY STREET	\$ 191.70	Nuisance Vegetation
ALLAN JONES	608 PEARL STREET YANKTON, SD 57078	LTS 3, 4 & 5 BLK 53 LOWER YANKTON	608 PEARL STREET	\$ 181.05	Nuisance Vegetation
DUANE JANSEN	43386 310TH STREET YANKTON, SD 57078	OUTLOT 146 EXC N80' PYNCHON OUTLOTS	1915 LOCUST STREET	\$ 234.30	Nuisance Vegetation
ANDREA MURPHY	412 CAPITAL STREET YANKTON, SD 57078	LT 3 BLK 21 LOWER YANKTON	412 CAPITAL STREET	\$ 101.18	Nuisance Vegetation
YANKTON RIVERCITY APTS LLC	412 BURLEIGH ST #2 YANKTON, SD 57078	W2 LT 2 & ALL LTS 3 & 4 BLK 3 NORTH ELM'S	Lots on West 22nd Street	\$ 234.30	Nuisance Vegetation
Ryan Haggan & Kassandra Fiechuk	900 West 15th Street Yankton, SD 57078	S150' OUTLOT 135 AUDITOR'S OUTLOTS	900 West 15th Street	\$ 207.68	Nuisance Vegetation
TYLER ALMOND	2400 DOUGLAS AVE #24 Yankton, SD 57078	LT 2 EXC N31.5' & ALL LT 3 & N24'3" LT 4 BLK 57 LOWER YANKTON	1006 PEARL ST	\$ 181.05	Nuisance Vegetation
Lorena Zamora	504 West 8th Street Yankton, SD 57078	M43' LT 10 & M43' 538' LT 11 BLK 85 B.C. FOWLER'S	504 West 8th Street	\$ 85.20	Nuisance Vegetation
Veronica Kuchta c/o Elite Payer Services	PO BOX 211 Sioux Falls, SD 57101	W2 LT 8 BLK 21 WITHERSPOON'S	302 Green Street	\$ 181.05	Nuisance Vegetation
Veronica Kuchta c/o Elite Payer Services	PO BOX 211 Sioux Falls, SD 57101	W2 LT 7 BLK 21 WITHERSPOON'S	304 Green Street	\$ 175.73	Nuisance Vegetation
MEGAN KOHN	1223 MULBERRY ST Yankton, SD 57078	N105' LTS 5, 6, 7 & 8 EXC N23' BLK D LOWER YANKTON	1223 MULBERRY ST	\$ 101.18	Nuisance Vegetation
Rebecca & John Stoddard	39292 239th Street Letcher, SD 57359	W80' LTS 8 & 9 BLK 29 LOWER YANKTON	300 East 5th Street	\$ 101.18	Nuisance Vegetation
Brian Fox	715 Capital Street Yankton, SD 57078	LT 16 BLK 7 LOWER YANKTON	715 Capital Street	\$ 101.18	Nuisance Vegetation
Hans Kinsey	117 East Merrill St. Castlewood, SD 57223	LT 9 EXC SMALL TRACT IN SE CORNER BLK 74 TODD'S	700 Walnut Street	\$ 127.80	Nuisance Vegetation
Jamie Lorenz or Aaron Gereaux	207 Murphy Lane Yankton, SD 57078	LT 21 BLK 1 HIGHLAND PARK	207 Murphy Lane	\$ 287.55	Nuisance Vegetation
Rodney Sherman	1206 Whiting Street Yankton, SD 57078	LT 27 DAKOTA NATL SUB DIV	1206 Whiting Street	\$ 127.80	Nuisance Vegetation
Amy Stephenson	514 Maple Street Yankton, SD 57078	E2 LTS 8 & 9 BLK 37 WITHERSPOON'S	508 West 4th Street	\$ 197.02	Nuisance Vegetation
Darlene Johnson c/o Stephani Johnson	1215 Whiting Street Yankton, SD 57078	LT 34 & W4 LT 35 DAKOTA NATL S/DIV	1215 Whiting Street	\$ 575.10	Nuisance Vegetation
Andrew Hayward	840 N SPRUCE ST LT 139 Rapid City, SD 57701	LT 16 BLK 44 CENTRAL YANKTON	513 Green Street	\$ 218.33	Nuisance Vegetation
<b>TOTAL ASSESSMENTS</b>				\$ 3,610.35	

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

The above assessments may be paid without interest to the City Finance Officer on or before December 26, 2019, thereafter, the entire assessment may be paid with interest from the date of filing with the City Finance Officer at the rate established by resolution of the Board of City Commissioners.

\_\_\_\_\_  
Brad Bies  
Community Development Manager

Filed in the office of the City Finance Officer on October 22, 2019. Amended November 5, 2019.

\_\_\_\_\_  
Al Viereck  
Finance Officer

***Memorandum #19-246***

*To: City Manager*  
*From: Finance Department*  
*Date: November 18, 2019*  
*Subject: Special Events RETAIL (on-sale) Liquor License-Chamber of Commerce*

We have received an application for a Special Events (on-sale) Liquor License for 1 day, December 10, 2019 from Chamber of Commerce, (Carmen Schramm, Director) d/b/a Chamber of Commerce, First Dakota National Bank, 225 Cedar 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 #19-240**

**To:** Amy Leon, City Manager  
**From:** Dave Mingo, AICP Community and Economic Development Director  
**Subject:** Planning Commission Action Number 19-43 / Resolution #19-68  
**Date:** November 14, 2019

*BAB for Dave Mingo*

---

---

**CONDITIONAL USE REQUEST**

**ACTION NUMBER: 19-43**

**E.T.J. MEMBER ACTION REQUIRED:** No

**APPLICANT / OWNER:** Becker Enterprises. LLC. Owner.

**ADDRESS / LOCATION:** 407 W. 11th Street (please reference the attached project location map).

**PROPERTY DESCRIPTION:** Lot 1, Block 6, Hoffman's Addition in the City of Yankton, South Dakota.

**ZONING DISTRICT:** I-1 Industrial

**PREVIOUS ACTION:** None.

**COMMENTS:** The proposed Conditional Use Permit is for an 85-foot-tall tower. The tower would be a lattice tower also sometimes referred to as a Self-Supporting Tower (SST). Towers over 65 feet tall are required to be considered as a conditional use in the I-1 Industrial District in the City of Yankton.

Riverfront Broadcasting is moving to the former Yankton Motors location and the tower is needed to provide line of sight radio capabilities to link multiple sites under their control. The proposed tower is not a primary broadcasting service facility. Tower lighting is not required at the proposed height.

For reference, the proposed tower would be 40 feet shorter than the towers at the former Slumberland location and the Middle School, and 25 feet shorter than the Quest / CenturyLink concrete tower structure located a block to the northeast of the proposed site.

Staff has not received and contacts from neighboring property owners subsequent to the publication and mailing of required notices.

\_\_\_\_\_ Roll Call



Specific items when considering this type of request include:

Compatibility with area land uses: The area is zoned I-1 Industrial and located near multiple story buildings occupied by commercial entities.

Noise: Noise is not expected to increase as a result of the project.

Lighting: Lighting is typically an issue with towers. This tower is short enough that it will not require lighting. However, if future rule changes dictate lighting at some point, it is recommended that strobe lighting not be permitted during hours of darkness.

Aesthetics: There are a number of court cases that deal with towers of all kinds. Much of the case law is specific to cellular towers. In those instances, the courts have found that local jurisdictions cannot prohibit towers for aesthetic reasons. The tower is proposed to be near a large structure which will reduce the aesthetic impact. Additionally, there are several multistory buildings and tall trees (some about the same height as the proposed tower) within a two block radius that will reduce the visual impact on the viewshed.

Parking: The resulting reduction in parking at the site does not impact the facilities compliance with the parking regulations.

Staff recommends approval of the proposed request based on the comments included in the above summary.

**HEARING SCHEDULE:**

- October 14, 2019: The Planning Commission established November 12, 2019 as the date for public hearing on the proposed request.
- November 12, 2019: The Planning Commission conducts hearing and makes a recommendation to the City Commission.
- November 25, 2019: The City Commission considers a resolution and makes the final decision.

**Planning Commission results:** The Planning Commission recommended approval of the proposed Conditional Use Permit request.

**RESOLUTION #19-68**  
Conditional Use

WHEREAS, Becker Enterprises. LLC is the owner of Lot 1, Block 6, Hoffman's Addition in the City of Yankton, South Dakota, and

WHEREAS, the above described property is zoned I-1 Industrial which allows conditional uses under the City of Yankton's Zoning Ordinance No. 711 as amended, and

WHEREAS, this conditional use permit request is necessary for the construction of an 85-foot-tall tower and has been reviewed and recommended for approval by a vote of the City Planning Commission.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the City of Yankton, South Dakota hereby approves a conditional use permit for an 85-foot-tall tower as depicted in the associated documentation, on the above described property.

Adopted:

\_\_\_\_\_  
Nathan V. Johnson, Mayor

ATTEST:

\_\_\_\_\_  
Al Viereck, Finance Officer





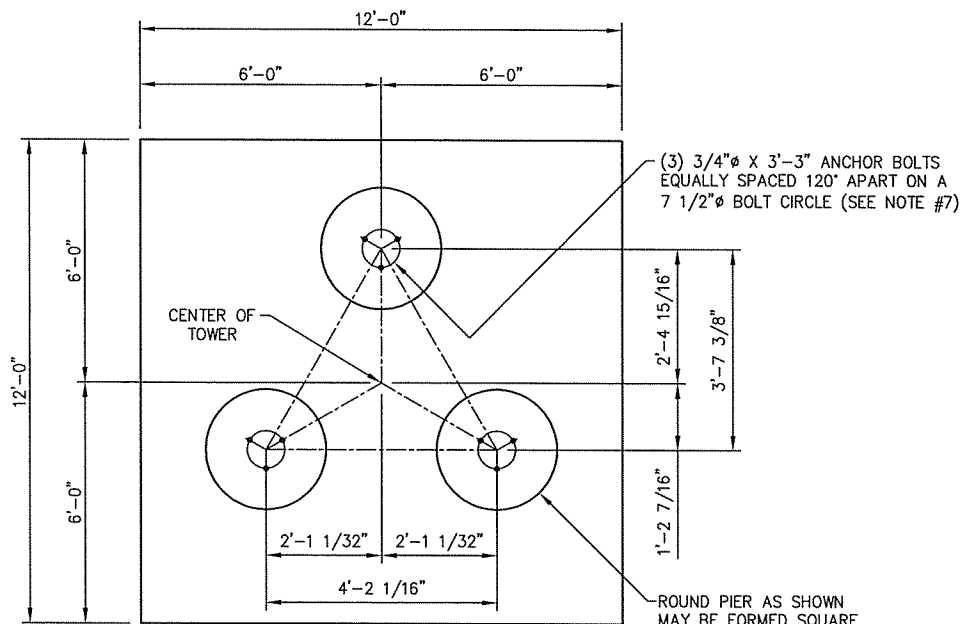
# City of Yankton

## Conditional Use Permit

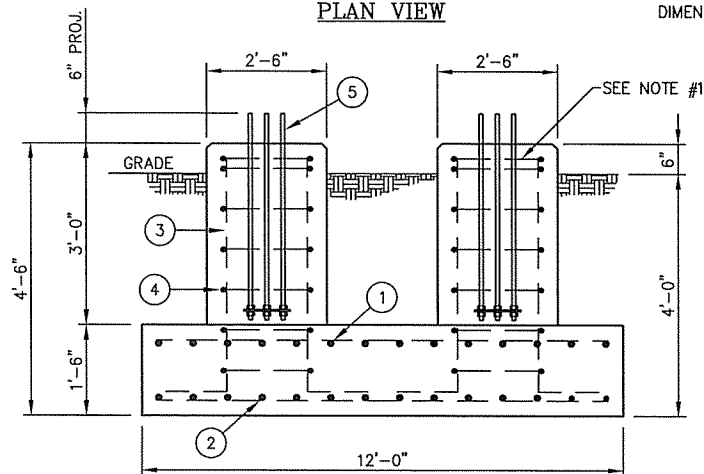
85-foot-tall radio tower on Lot 1, Block 6, Hoffman's Addition in the City of Yankton, South Dakota.







PLAN VIEW



ELEVATION VIEW

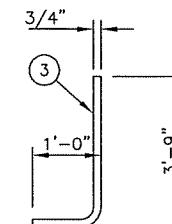
REINFORCING STEEL SCHEDULE								
ITEM	LOCATION	NO. REQ'D.	BAR SPC'G.	SIZE	CUT LGTH.	TOTAL LGTH.	TOTAL WT.	SHAPE
①	PAD TOP REINFORCING	28	EQUALLY SPACED	#5	11'-6"	322'-0"	336 LBS.	STRAIGHT
②	PAD BOTTOM REINFORCING	28	EQUALLY SPACED	#5	11'-6"	322'-0"	336 LBS.	STRAIGHT
③	PIER VERTICAL REINFORCING	30	EQUALLY SPACED	#6	4'-9"	142'-6"	214 LBS.	
④	PIER TIES	21	SPACED 8" C/C	#4	7'-6"	157'-6"	105 LBS.	
TOTAL REBAR WT.							991 LBS.	

ANCHOR BOLT SCHEDULE				
ITEM	PART NO.	NO. REQ'D.	ANCHOR BOLT SIZE	SPACING
⑤	C40041057	9	3/4" x 3'-3"	SEE PLAN

FIELD NOTE

SEE DRAWING LDA00310 FOR LEG TO LEG TEMPLATES.

CONCRETE REQ'D	ROUND PIERS	SQUARE PIERS
PAD	8.00 CU. YDS.	8.00 CU. YDS.
PIERS	1.64 CU. YDS.	2.08 CU. YDS.
TOTAL	9.64 CU. YDS.	10.08 CU. YDS.



REBAR DETAIL (PIER VERTICAL REBAR)

GENERAL NOTES

1. CONCRETE SHALL HAVE A MINIMUM 28-DAY COMPRESSIVE STRENGTH OF 3000 PSI, IN ACCORDANCE WITH ACI 318-05. (2 REBAR TIES REQ'D IN THE TOP 5")
2. REBAR TO CONFORM TO ASTM SPECIFICATION A615 GRADE 60.
3. ALL REBAR TO HAVE A MINIMUM OF 3" CONCRETE COVER.
4. ALL EXPOSED CONCRETE CORNERS TO BE CHAMFERED 3/4".
5. SEE THE GEOTECHNICAL REPORT FOR COMPACTION REQUIREMENTS, IF SPECIFIED.
6. THE FOUNDATION DESIGN IS BASED ON AN ALLOWABLE BEARING PRESSURE OF AT LEAST 2 KSF. THE ADEQUACY OF THE SOIL MUST BE VERIFIED BEFORE INSTALLING THE FOUNDATION.
7. ONE ANCHOR BOLT MUST BE ALIGNED DIRECTLY WITH THE CENTER OF THE TOWER (TYPICAL).

UNLESS OTHERWISE SPECIFIED ALL DIMENSIONS INCLUDE FINISHES AND ARE IN INCHES			MATERIAL:
TOLERANCES: FRACTIONS ± 1/16" ANGLES ± 1/2 DEG. DECIMALS ± .010"			TOLERANCES DO NOT APPLY TO RAW MATERIAL.
REV	DATE	DRWCHK	DESCRIPTION

**CONFIDENTIAL**

This document and the information contained herein is the confidential trade secret property of Sabre Communications Corporation ("Sabre") and must not be reproduced, copied or used, in whole or in part, for any purpose without the prior written consent of Sabre.

© 2010 Sabre Communications Corporation. All rights reserved.

MODEL S3A SERIES LDA FOUNDATION INSTALLATION SECTION 10				
DATE	02/01/10	SIZE	DRAWING NO.	REV
DRAWN BY	WRF	B	LDA00410	0
CHECKED BY	KLE	SCALE	NONE	PAGE 1 OF 1



# LDA SERIES 80' TOWERS

		SERIES 1	SERIES 2	SERIES 3	SERIES 4	SERIES 5	SERIES 6	SERIES 7							
		C05109108	C05109208	C05109308	C05109408	C05109508	C05109608	C05109708							
TOWER INCLUDES LEG MEMBERS, SPLICE PLATES AND ALL APPLICABLE HARDWARE TO CONSTRUCT TOWER.  FOUNDATION TYPE TO BE PURCHASED SEPARATELY.  CHOOSE FROM DIRECT EMBED OR BASE SHOE ANCHOR BOLT DESIGN.  *NOTE* EMBEDDED FOUNDATIONS FOR TOWER SECTIONS 2 THRU 12 ONLY.	1'-0"														
	1'-4"														
	1'-8"														
	2'-0"														
	2'-4"														
	2'-8"														
	3'-0"														
	3'-4"														
	3'-8"														
EIA 222-F	MPH	NO ICE	ICE	NO ICE	ICE	NO ICE	ICE	NO ICE	ICE	NO ICE	ICE	NO ICE	ICE	NO ICE	ICE
ALLOWABLE EPA (AREA IN SQ. FT.) AT TOP OF TOWER	70	25	48	40	67	57	94	76	122	102	150	135	150	150	150
	90	-	-	-	-	13	34	18	47	33	69	55	95	74	124
	110	-	-	-	-	-	-	-	-	-	-	14	41	23	57
TIA 222-G	MPH	NO ICE		NO ICE		NO ICE		NO ICE		NO ICE		NO ICE		NO ICE	
ALLOWABLE EPA (AREA IN SQ. FT.) AT TOP OF TOWER	90	15		27		44		62		75		102		135	
	110	-		4		14		21		29		48		72	
	120	-		-		5		8		14		30		50	
TOWER ORDERING INFORMATION	C05109108	C05109208	C05109308	C05109408	C05109508	C05109608	C05109708								
	\$4,226.50	\$4,469.83	\$4,723.17	\$5,490.73	\$6,563.80	\$7,101.80	\$10,925.43								
	1,839 LBS.	1,988 LBS.	2,203 LBS.	2,438 LBS.	2,732 LBS.	3,038 LBS.	3,357 LBS.								
BASE SHOE FOUNDATION ORDERING INFORMATION	C30905208	C30905209	C30905210	C30905211	C30905212	C30905213	C30905214								
	\$639.72	\$645.97	\$653.50	\$665.57	\$809.02	\$833.46	\$840.36								
	203 LBS.	212 LBS.	226 LBS.	235 LBS.	250 LBS.	244 LBS.	251 LBS.								
DIRECT EMBED FOUNDATION ORDERING INFORMATION	C30905308	C30905309	C30905310	C30905311	C30905312	N/A	N/A								
	\$476.36	\$534.55	\$570.91	\$618.18	\$640.00	N/A	N/A								
	242 LBS.	287 LBS.	310 LBS.	334 LBS.	360 LBS.	N/A	N/A								

GROUNDING KITS	
BASIC KIT 1 - GROUND ROD	C30906011
	\$60.00
	13 LBS.
EIA KIT 3 - GROUND RODS	C30906012
	\$300.00
	34 LBS.
TIA KIT 6 - GROUND RODS	C30906013
	\$750.00
	111 LBS.

ACCESSORIES	
STEP BOLTS	C40906008
	\$450.00
	72 LBS.
SAFETY CLIMB	C30906002
	\$600.00
	88 LBS.
ANTI-CLIMB	SEE CHART "A"

## *Memorandum #19-241*

**To:** Amy Leon, City Manager  
**From:** Dave Mingo, AICP Community and Economic Development Director  
**Subject:** Chan Gurney Airport Hangar Leases  
**Date:** November 14, 2019

---

Attached is the lease document for private hangars at Chan Gurney Municipal Airport. The document is due for an update so staff spent a considerable amount of time working with the City Attorney, and the Airport Board re-writing it. The leases have long been a cumbersome contractual document so we spent some time creating a more functional document that better represents our operations. We also included a private hangar owner in the discussions to gain additional perspective. The timing of the re-write was based on the development of the 2020 apron project which impacts several hangars at the airport.

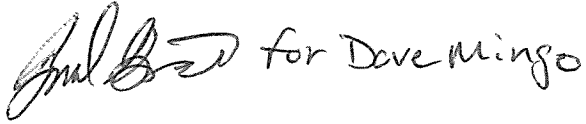
We are very pleased with the language of the attached document for a number of reasons. While the city is the owner of the property and must act accordingly in managing the facility, there were several basic items contained the previous lease that needed to be adjusted. A majority of these changes will benefit of the private hangar owners without costing the city any money or encumbering our staff with additional duties. The proposed lease should make everyone's involvement clearer and easier for many years to come, and can be viewed as a "win – win" document for all involved.

For ease of understanding, the below bullet points describe the primary changes to the lease language. There were a number of other technical edits to better describe how business takes place. We did not include the strikethrough version of the document because of the breadth of the adjustments. The primary adjustments to the lease included:

- Combining the hangar footprint land leases with the fuel tank space and designated parking space land leases. They were separate documents before so some individuals had multiple leases for the same hangar location.
- Cleared up the responsibilities for costs if a hangar ever needs to be moved.
- Put all leases on the same timeline for renewal. When transfers occur, the new leaseholder will assume the term thereby keeping all leases on the same timeline.
- Extended the term of the leases. This is one of the most prevalent discussion topics of the lease holders. It is difficult for a leaseholder to invest in the purchase of a hangar on short term leases. The new lease extends the term to five years with automatic extensions.
- Provides for an adjustment of lease rates with percentage caps with review and recommendation by the Airport Board.

As previously mentioned the lease document has been reviewed and recommended for approval by the Airport Board, city staff and the City Attorney.

Respectfully submitted,

 for Dave Mingo

Dave Mingo, AICP  
Community and Economic Development Director

**Recommendation: It is recommended that the City Commission approve Resolution #19-69 authorizing the City Manager to execute the referenced Chan Gurney Airport Hangar Lease Agreements for the described hangar locations.**

I concur with this recommendation.

I do not concur with this recommendation.

  
\_\_\_\_\_  
Amy Leon, City Manager

\_\_\_\_\_ Roll Call

**RESOLUTION #19-69**

WHEREAS, The City of Yankton desires to enter into land leases for private hangar locations at the Chan Gurney Municipal Airport with said leases being titled “CHAN GURNEY AIRPORT HANGAR LEASE AGREEMENT”, and

WHEREAS, Federal Aviation Administration (FAA) rules state that the City of Yankton has the authority to lease spaces for privately owned hangars, in accordance with FAA regulations, for occupancies at airports, and

WHEREAS, the City of Yankton has prepared a lease document, including a map that depicts the locations of leaseholder personal property.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of the City of Yankton, South Dakota hereby approves the lease document and authorizes the City Manager to execute leases for each of the described hangar locations.

Dated this 25th day of November, 2019.

Adopted:

\_\_\_\_\_  
Nathan V. Johnson, Mayor

ATTEST:

\_\_\_\_\_  
Al Viereck, Finance Officer



## CHAN GURNEY AIRPORT HANGAR LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the City of Yankton, South Dakota, a municipal corporation ("LESSOR") and \_\_\_\_\_ ("LESSEE").

WITNESSETH:

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

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

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

A tract of land \_\_\_\_\_ Square Feet identified as Hangar Location Number \_\_\_\_\_ on the attached Chan Gurney Airport Leases Map located on Airport Lot A-4 in the N-1/2 of the NE-1/4 of Section 6, T93N, R55W, and

If applicable; a tract of land \_\_\_ft x \_\_\_ft adjacent to the above referenced hangar in the location identified by the City Manager, such space being leased for approved hangar support uses including fuel equipment, vehicle parking and paved access, \_\_\_\_\_.

This lease does not grant to Lessee any license or right to use any part of the airport premises other than the "real property" identified above. However, the Lessee, as a part of the usual and ordinary manner of operating the hangar, shall have right of ingress and egress therefrom.

If the Lessor makes a substantial change to the airport so as to necessitate a change in location of aircraft hangars, then the Lessor shall have the right to require the Lessee to relocate their aircraft hangar. If the required move is the result of a decision by the lessor, state or federal agency, the relocation costs shall be paid by the lessor with the possible assistance of applicable outside funding sources. The cost will

be determined by the lowest cost option of a minimum of two proposals if completed by the lessor (documentation provided to the City or through a proposal / bidding process as required by law if completed by the City. After written notice thereof, the Lessee shall have a reasonable time in which to complete the relocation.

2. **TERM, RENEWAL & TERMINATION.** The “initial term” of this lease shall begin upon the date of the execution of this lease through December 31st, 2024. This lease shall automatically be renewable for two additional five-years terms (“Subsequent Terms”). Extension beyond such term shall be solely within the discretion and at the option of the Lessor.

In instances where leases transfer, the new lessee shall be governed by the terms of the lease of record. However, in order to have uniform lease renewals, terms for transferred leases and leases of new spaces shall be established in a manner that matches the dates of the initial terms and subsequent terms as described above. Lease transfers or new leases originating after 2019 shall receive an option for an additional five-year subsequent term.

The Lessor shall provide 30 days for the Airport Board to make a recommendation prior to Lessor’s granting approval of any terms beyond the Subsequent Terms granted herein. Following as such, this lease is not automatically renewable at the end of a subsequent term. If tenant declines to renew, tenant shall provide written notice to terminate no less than ninety (90) days prior to the end of the then-current term.

3. **RENT.** Lessee shall pay rent to the Lessor. The rent shall be the sum of \$.10 per square foot of leased area (building and approved hangar support uses including fuel equipment, vehicle parking and paved access) per year. The amount of the rent may be adjusted through a process including an Airport Board recommendation near the end of each subsequent term.

The Lessor reserves the right to adjust the rent for any calendar year during any Subsequent Term; however, Lessor shall first provide an opportunity for the Airport Board to preliminarily review the proposed increase and provide a recommendation to the Lessor as herein described. Any such adjustment shall not be in increments greater than one (1) cent per square foot, unless a larger increase is recommended by the Airport Board and approved by the Lessor. The Lessor shall provide thirty (30) days for the Airport Board to make a recommendation prior to considering any rent adjustment. Any rental increase shall also require thirty (30) days prior written notice to the Lessee and shall be effective January 1 of the year immediately following the Lessor’s decision to increase rent.

Lessee shall pay the rent on a yearly basis beginning in 2020. Each year's rent shall be due to the Lessor by the 10th of January each year.

4. **HANGAR OWNERSHIP.** The hangar shall remain the property of the Lessee, their successors or assigns. If the Lessee desires to purchase casualty insurance for their hangar, then he is obligated to pay for the same. The Lessee may remove the hangar from the "real property" by giving written notice to the Lessor thirty (30) days prior to removal of the hangar. After the initial construction of the hangar, the Lessee may not alter or remodel the hangar without the written permission of the Lessor. If the Lessee desires to transfer ownership of the hangar, and the hangar shall remain on the "real property," then transfer shall be subject to prior written approval of the Lessor. In the event Lessee or its Lessor-approved successor(s) in interest should deconstruct or remove the hangar upon termination of this lease or for any other reason, Lessee agrees to complete such deconstruction or removal in a manner that does not damage the real property or personal property of the Lessor, and Lessee shall return the property to its pre-construction condition except as approved by Lessor in writing.

5. **USE.** The "real property" shall be used solely for the purpose of Lessee storing and maintaining aircraft. It is the intent of Chan Gurney Airport, its operations, the City and Federal funding involved to support aviation related activities. Therefore, all hangars are intended to support aviation purposes. While hangars may contain other incidental personal property, their use shall be primarily aviation related. Leases for hangars experiencing little aviation related activity associated with their use may be terminated. Having an aircraft in a hangar that is primarily used for non-aviation purposes also could lead to the termination of a lease to make room for more active aviation uses of the hangar. In the exterior areas surrounding a hangar, Lessee's use shall be limited to temporary vehicle parking and only those other access and storage uses separately referenced within this lease and as otherwise specifically approved by Lessor in writing. No other commercial use is permitted on the "real property" or within the hangar. The Lessee shall not store gasoline or other combustible material on the premises with the following limited exceptions:

- (a) Fuel in the fuel tank of aircraft or other motorized vehicles;
- (b) Quantities of flammable and combustible liquids in excess of 10 gallons used for maintenance purposes and for the operation of aircraft maintenance equipment may be kept upon the premises, but shall be stored in liquid storage cabinets only in accordance with International Fire Code Section 3404.3.2.; and

- (c) Quantities of flammable and combustible liquids not exceeding 10 gallons may be stored upon the premises outside of a cabinet when in approved flammable liquid storage containers only in locations approved by Lessor.
- (d) Quantities of flammable and combustible liquids (and storage methods) as separately approved in writing by Lessor for hangar support purposes.

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

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

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

7. **NON-DISCRIMINATION**. The Lessee, in the use of the leased premises, shall not on the grounds of race, color, or national origin discriminate or permit discrimination against any person or group of persons in any manner prohibited by Part XV of the Federal Aviation Regulations. Lessee further agrees to comply with any requirement made to enforce the foregoing covenant which may be demanded of the Lessor by the United States.

8. **LIABILITY INSURANCE**. At all times during the term of this lease, and during any extension or renewal term thereof, the Lessee shall be obligated to carry and to pay for liability insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00), for any personal injury or property damage for which the Lessee might become liable due to the possession, construction, operation and maintenance of the aircraft hangar. A certificate of insurance certifying that said insurance is in full force and effect shall be filed with the City Finance Office on January 10th of each year.

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

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

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

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

11. **BREACH.** Other than the inspection procedure noted above, if a party believes that the other has breached this lease, then the party alleging the breach shall provide written notice, via certified mail, to the Lessee in which it identifies the alleged breach of the terms hereof and notice of the time in which the breach shall be

cured. Failure to cure during said reasonable period shall constitute a breach of this lease. Thereafter, the party alleging the breach may then request arbitration.

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

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

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

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

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

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

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

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

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

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

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

23. **AMENDMENT**. This lease agreement shall not be modified without a written agreement between the parties thereof. Any such agreement which is not in writing is null and void. Administrative adjustments of the Hangar Location Map or the approved hangar support uses are not considered an amendment.

24. **ABANDONMENT**. If any time during the term of the lease the Lessee abandon the premises, then the Lessor may, at its option, enter the "real property," by any means, without being liable for prosecution or civil damages, and relet the premises for the whole or any part of the then unexpired term. Thereafter, the Lessor may receive and collect all rent payable by virtue of such reletting. And, at Lessor's option, it may hold the Lessee liable for any difference between the rent that would have been payable under this lease during the balance of the unexpired term if this lease had continued and the net rent for such period realized by Lessor by means of such reletting.

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

**LESSOR**  
CITY OF YANKTON, SOUTH DAKOTA  
A Municipal Corporation

ATTEST

\_\_\_\_\_  
By: Nathan V. Johnson, Mayor

\_\_\_\_\_  
Al Viereck, Finance Officer

**LESSEE**

\_\_\_\_\_  
Printed name here

\_\_\_\_\_  
Signature

Address: \_\_\_\_\_

Phone No: \_\_\_\_\_

Mobile Phone: \_\_\_\_\_

Email: \_\_\_\_\_



**LESSOR**  
CITY OF YANKTON, SOUTH DAKOTA  
A Municipal Corporation

ATTEST

\_\_\_\_\_  
By: Amy Leon, City Manager  
As authorized by City Commission action.

\_\_\_\_\_  
Al Viereck, Finance Officer

**LESSEE**

\_\_\_\_\_  
Printed name here

\_\_\_\_\_  
Signature

Address: \_\_\_\_\_

Phone No: \_\_\_\_\_

Mobile Phone: \_\_\_\_\_

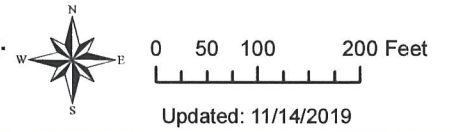
Email: \_\_\_\_\_



# Chan Gurney Airport Leases



- 3. Barrel Hangar Bldg.**  
Dr. James Kerr  
Lucas Marts  
Scott S. Olson  
Skorpik's Inc.
- 4. Office Space Terminal Bldg.**
- 5. City of Yankton Crash Bldg.**
- 8. Crop Dusters**
- 11. Keith Toczek**
- 12. Harold & Angela Schramm**
- 13. Keith & Diane Toczek**
- 14. Chris Larson**
- 15. Chris Nelson**
- 16. Allen Fenner**
- 17. Yankton Flyers, LLC**
- 18. James P. Eisenmenger**
- 19. Hoffner Flying Inc. (Jake Hoffner)**
- 20. Yankton Air (Dave Tunge)**
- 21. Mark Hunhoff**
- 22. City of Yankton Electrical Bldg.**
- 23. City of Yankton Maintenance Bldg.**
- 24. T Hangar Bldg.**  
Bill Mount  
Dave Tunge  
Terry Hacecky  
Yankton Area Aviators, Inc.  
John Lillevold  
Skip VanDerhule & Jim Cox
- 25. Hoffner Flying Inc. (Jake Hoffner)**
- 26. Corporate Hangar (KPI & Crop Dusters)**
- 27. Rod Nohr**
- 28. Dr. Robert Neumayr**
- 29. Mark Yonke RevocableTrust**
- 30. Becker Flying Service, Inc.**
- 31. Dr. Kynan Trail**
- 32. Myles Tieszen**
- 33. Centerline, LLC (Dan Specht)**
- 34. Chris Nelson**
- 35. Dan Broz**
- 36. Available Space**
- 37. Yankton Air (Dave Tunge)**
- 38. Rick Daugherty**





**Memorandum 19-238**

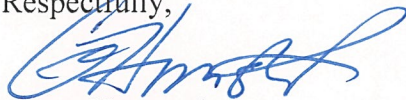
**To:** Amy Leon, City Manager  
**From:** Gregg Homstad, Building Official  
**Subject:** 2020 Lease Agreement with The Center  
**Date:** November 12, 2019

---

Attached is the renewal of the annual lease with the Yankton Area Senior Citizen Center Board for the use of The Center building located at 900 Whiting Drive. The terms and conditions of the lease are identical to the 2019 agreement.

**Recommendation: It is recommended that the City Commission approve the attached 2020 Lease Agreement between the City of Yankton and The Center.**

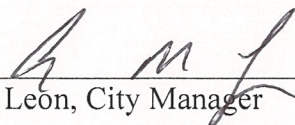
Respectfully,



Gregg Homstad  
Building Official

I concur with this recommendation.

I do not concur with this recommendation.

  
\_\_\_\_\_  
Amy Leon, City Manager

\_\_\_\_ Roll call

**LEASE AGREEMENT  
THE CENTER**

This lease agreement, made and entered into this 1st day of November, 2019, by and between the City of Yankton, South Dakota, a Municipal Corporation, herein referred to as the "Lessor", and The Center, formerly known as The Yankton Area Senior Citizens' Center, Inc., of Yankton, South Dakota, hereinafter referred to as the "Lessee", witnesseth;

**WHEREAS**, the City of Yankton, South Dakota, owns Lot 12 of the County Auditor's Outlot 130 within the City of Yankton, upon which real property is located The Center and garage;

**WHEREAS**, the parties hereto desire to enter into a lease pertaining to the buildings and the premises mentioned above;

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

1. Lease term:

That the terms of the Agreement shall be from January 1, 2020 through December 31, 2020.

2. Rental:

The rental to be paid by the Lessee for the use of premises is in the sum of one dollar (\$1.00) per year;

3. Non-discrimination covenants:

The Lessor requires, and the Lessee specifically agrees to comply with all Federal non-discrimination rules and regulations.

4. Laws, rules and regulations:

The Lessee agrees to comply with all laws, rules and regulations of the Federal, State, and City Governments that are applicable to the operation of The Center, and upon notice to amend the terms of this lease to comply with any change in said laws, rules or regulations.

5. Hold harmless clause:

In regard to any use, services, or other programs performed by or may be entered into by the Lessee, such operations shall be deemed the operations of the Lessee as an independent corporation, and the Lessor shall not, to any degree or extent, or manner whatsoever be considered as having any interest herein either as a joint enterprise or upon an employer or agency relationship; and all liability arising from such operations shall be that of the Lessee, and Lessee agrees to buy and maintain liability insurance covering all such operations in a minimum of \$1,000,000 single limit of liability.

6. Use of premises:

The Lessee has rented The Center solely for the purpose of conducting programs for its membership and will not be used for any other purpose without the express written consent of the Lessor. No improvements may be constructed or the premises modified without prior written consent of the Lessor. The City Manager shall have the right to establish standards of operation, maintenance of the facilities, and general managements of The Center and the Lessee shall cooperate and do all within Lessee's power to promote general development and increase general usage of The Center, and will cooperate, generally speaking, in every effort or program, which will improve The Center's programs and facilities.

7. Possession:

The Lessee accepts the rented City buildings in their present condition. The Lessee will not make or suffer any waste or destruction to said City premises during the term of the lease, nor permit the accumulation of any trash, debris, or other substance on said premises that might cause extra hazard on account of fire in said premises. That upon termination of this lease, the tenant will return peaceful possession of premises to the Lessor in as good a condition as it was at the time of the commencement of this lease, usual wear, tear, and loss by fire or storm excepted.

8. Assignment for sub-lease:

Tenant shall neither assign this lease nor sub-lease the use of these premises to another party without the written approval of the Lessor.

9. Utilities:

The Lessor shall pay the fuel, heat, electricity, and water/sewer utility costs for The Center building and maintenance costs associated with the heating, ventilating, air conditioning, mechanical and electrical systems. The Lessor shall be responsible for all outside maintenance of the buildings and grounds.

10. Janitorial/Operating/Cleaning supplies:

The Lessor shall be responsible for providing janitorial, operating, and cleaning supplies in an amount not to exceed \$2,200 per year for the term of this agreement. Any such costs incurred beyond this amount shall be provided by the Lessee.

11. Replacement of capital items:

Lessor in conjunction with the Lessee, may from time to time agree to make certain capital improvements to the building. The Lessee is encouraged to obtain from other sources the funds necessary to make these improvements. In the event the Lessor participates in the cost for a capital improvement, prior approval through the City's purchasing ordering system is required by the Lessee prior to completing the desired capital improvement.

12. Cancellation:

Either party may cancel this lease upon giving the other party ninety (90) days or more written notice in advance. The Lessor may additionally cancel in the event the Lessee shall breach any of the

terms of this lease, in such case the Lessor shall have the right to immediately re-enter and take possession of said facilities identified herein.

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

**CITY OF YANKTON, SOUTH DAKOTA**  
**A Municipal Corporation, Lessor**

By: \_\_\_\_\_  
Nathan V. Johnson  
Mayor of the City of Yankton

ATTEST:

By: \_\_\_\_\_  
Al Viereck  
Finance Officer

**THE CENTER, INC.**  
**A Non-profit Corporation, Lessee**

By: Christy Hauer  
Christy Hauer  
Executive Director

ATTEST:

By: David Hosmer  
David Hosmer  
President of The Center Board

**Memorandum #19-243**

**To:** Amy Leon, City Manager  
**From:** Mike Roinstad, Airport Supervisor  
**Subject:** Bid award for 2020 Annual Supply of Transport-Tankwagon Petroleum Products for Chan Gurney Municipal Airport  
**Date:** November 15, 2019

Four bids were received for the City's 2020 supply of Petroleum Products for the Chan Gurney Municipal Airport. The two products that will be consumed are Aviation Gasoline and Jet A fuel with fuel system ice inhibitor. These products are most frequently purchased via transport (7000 gallon minimum). The bids received represent the supplier's handling costs (profit margin), which are added to the OPIS (Oil Price Information Service) daily published price on the date the product is ordered.

The lowest bid received for these products that will be available at the Airport is listed below:

DESCRIPTION	GERSTNER OIL
<b>Aviation Gas – 100 low lead:</b>	
Transport	\$0.2489
Tankwagon	\$0.4489
<b>Jet A fuel (with fuel system ice inhibitor):</b>	
Transport	\$0.1489
Tankwagon	\$0.3499

City Staff recommends that the bid submitted for the 2020 Supply of Petroleum Products for the Chan Gurney Municipal Airport is awarded to lowest bid by Gerstner Oil for: Aviation Gas – 100 low lead Transport and Tankwagon.

City Staff recommends that the bid submitted for the 2020 Supply of Petroleum Products for the Chan Gurney Municipal Airport is awarded to lowest bid by Gerstner Oil for: Jet A fuel (with fuel system ice inhibitor) Transport and Tankwagon.

Respectfully submitted,

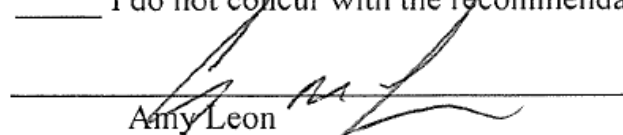


Mike Roinstad, Airport Supervisor

**Recommendation: It is recommended that the City Commission award the contract for fuel at the Chan Gurney Municipal Airport to Gerstner Oil for the low bid amounts listed in Memorandum #19-243.**

I concur with the recommendation.

I do not concur with the recommendation.

  
 Amy Leon  
 City Manager

\_\_\_\_ Roll Call

**2020 Annual Supply of Transport Wagon Petroleum Product  
Project No. 2019-025  
Bid Opening: November 14th, 2019 @ 3:00PM**

Name	Fuel Type	Total Cost
Stern Oil	AV-Gas: Transport	\$0.2800
	AV-Gas: Tankwagon	
	Jet Fuel: Transport	\$0.2000
	Jet Fuel: Tankwagon	
Ascent Aviation Group	AV-Gas: Transport	\$1.0350
	AV-Gas: Tankwagon	
	Jet Fuel: Transport	\$0.2200
	Jet Fuel: Tankwagon	
Gerstner Oil 3004 E SD-50 Yankton, SD 57078	AV-Gas: Transport	\$0.2489
	AV-Gas: Tankwagon	\$0.4489
	Jet Fuel: Transport	\$0.1489
	Jet Fuel: Tankwagon	\$0.3499
MG Oil	AV-Gas: Transport	See documents
	AV-Gas: Tankwagon	
	Jet Fuel: Transport	
	Jet Fuel: Tankwagon	
	AV-Gas: Transport	
	AV-Gas: Tankwagon	
	Jet Fuel: Transport	
	Jet Fuel: Tankwagon	



**Memorandum #19-244**

**To:** City Manager and City Commission  
**From:** Dana Schmidt, Library Director  
**Subject:** FY 2019 County Contract for Library Services  
**Date:** November 25, 2019

---

The current contract with Yankton County for the Yankton Community Library to provide library services for residents living outside the corporate limits of the City of Yankton expires December 31, 2019.

Attached to this memorandum, please find a copy of Resolution #19-70, which would extend library services to Yankton County residents through Fiscal Year 2020.

Presently, the Yankton Community Library serves 1,060 cardholders residing outside of the city limits and within Yankton County. In September 2017, we began offering cards to each member of the household instead of limiting to one card per household.

A non-resident library card is \$40 per household per year. Under this agreement, each Yankton County household pays \$20.00 per year for a library card and Yankton County provides \$15,000 per year. This is an increase in fees for a library card from \$5.00 per household per year due to the decrease in funding from Yankton County from \$24,000 to \$15,000.

**Recommendation: The Yankton Community Library Board of Trustees formally recommends that the Yankton City Commission approve this Agreement.**

Respectfully Submitted,

*Dana Schmidt*

Dana Schmidt  
Library Director

I concur with the recommendation

I do not concur with the recommendation

*A M L*  
\_\_\_\_\_  
Amy Leon, City Manager

\_\_\_\_ Roll call

## **Resolution #19-70**

WHEREAS, the City of Yankton and Yankton County have entered into an agreement for the provision of library services for residents living outside corporate limits of the city; and,

WHEREAS, the current agreement is slated to expire December 31, 2019; and,

WHEREAS, Yankton County has contracted with the City of Yankton for library services since 1993; and,

WHEREAS, more than 1,060 Yankton County residents are cardholders at the Yankton Community Library; and,

WHEREAS, the current agreement between the City and County contains a provision for extending this service until December 31, 2020.

NOW, THEREFORE BE IT RESOLVED by the Board of City Commissioners of the City of Yankton, South Dakota that the Agreement for the Provision of Library Services between the City and Yankton County be extended for the term January 1, 2020, through December 31, 2020.

Adopted:

\_\_\_\_\_  
Nathan V Johnson, Mayor

ATTEST:

\_\_\_\_\_  
Al Viereck, Finance Officer

## Agreement for the Provision of Library Services

This Agreement made this \_\_\_\_ day of November, 2019 between the City of Yankton, a municipal corporation, acting through its Board of Library Trustees and its Board of City Commissioners and Yankton County, a political subdivision, acting through its Board of County Commissioners.

The parties do agree as follows:

1. The City of Yankton will provide the same library services to all residents of Yankton County living outside of the corporate limits of the City of Yankton as it provides for citizens of the City.
2. Yankton County will pay \$15,000 to the City of Yankton to provide library services for all Yankton County residents from January 1, 2020 until December 31, 2020. The City of Yankton will bill Yankton County semi-annually (April and October – See County Commission Minutes, 01/11/00)
3. Additionally, every household must pay a \$20.00 out-of-pocket charge directly to the Library, upon issuance or renewal, for a nonresident card. This fee may be paid in installments (\$5 for 3 months, \$10 for 6 months, or \$20 for 12 months). Normally nonresident family cards are issued at \$40.00.
4. While the Library agrees to verify that each person or family to whom a card issued is a resident of Yankton County by using a current means of identification and proof of address, both the County and Library have agreed upon the following definition of a county resident that is eligible to purchase a County card:  
  
*“Person or persons owning residential or business property within Yankton County or, through rent or lease, paying property taxes to the County and County youth, high school freshmen through seniors. Verification of property tax payment may be additionally required for persons renting or leasing. The property owners (residing within the county or not) as well as the renter/lessee have the same right to obtain a library card.”*
5. During the contract period, the Library will track the utilization of library services by county residents and provide patron database numbers, renewal and new card figures, and circulation percentages upon request to the Board of County Commissioners.
6. The Board of County Commissioners is entitled to appoint an additional member to the Board of Library Trustee of the City of Yankton as provided in SDCL 14 2-36. Said member shall have all of the powers and responsibilities granted to members of the Library Board of Trustees under state law and city code/ordinance. The term of the county representative shall be tied to this contract date as well as the term and appointment calendar for County Commissioners. If the contract is terminated for any reason, the County Commissioner’s representative on the Library Board of Trustee will end upon the date of contract termination.

7. This agreement shall be effective and binding on January 1, 2020 extending until December 31, 2020 unless amended or terminated by either/or both parties. A mutual resolution for extension may also be included.

Approved this 9 day of October, 2019, Yankton Community Library Board of Trustees.

Christine Tielke  
Christine Tielke  
Board President

Attest:

Dana Schmidt  
Dana Schmidt  
Library Director

Approved this 5<sup>th</sup> day of November, 2019, Board of Commissioners, Yankton County.

Dan Klimisch  
Dan Klimisch  
Chairman

Attest:

Patty Hojem, Dep.  
Patty Hojem  
Auditor


Approved this \_\_\_\_ day of \_\_\_\_\_, 2019, City of Yankton.

\_\_\_\_\_  
Nathan Johnson  
Mayor

Attest:

\_\_\_\_\_  
Amy Leon  
City Manager

## Memorandum No. 19-242

**TO:** Mayor and City Commissioners  
**FROM:** Amy Leon, City Manager   
**RE:** Chaplain Webber-Peer Support Training  
**DATE:** November 18, 2019

---

As many of you are aware, Commissioner Jerry Webber serves as one of the City of Yankton's Chaplains providing support to emergency personal. As Chaplain, Ms. Webber has worked with staff talking through the impacts particularly emotional or stressful calls can cause and has provided guidance to staff working through issues in their personal life that may impact their performance or focus on the job. She has built many positive relationships and has quickly become an integral part of our City family.

Ms. Webber has requested to attend a five-day Peer Support Training in Rapid City next month. The training is a three day course instruction in Individual and Group Crisis Intervention, followed by two days of instruction in suicide prevention/intervention, self-care as a Peer Support Team Member, and other training related to being a member of a Peer Support Team.

The cost of the training is approximately \$700.00. Lodging and meals are not included and would be approximately \$1,200.00. In addition, we would reimburse Ms. Webber for her mileage (approximately \$400.00). This brings the total cost to the City of Yankton to approximately \$2,300.00. While this training isn't specifically budgeted for, there are funds available in the City Commission's travel and training budgeted. Alternatively, a portion of or the full cost of the training could be shared by the departments that most access the Chaplains services.

**Recommendation:** It is recommended that the Yankton City Commission make a motion and authorize Commissioner Jerry Webber acting as Chaplain to attend the Peer Support Training in Rapid City and reimburse Ms. Webber for training and travel expenses.

## Memorandum #19-245

To: Amy Leon, City Manager  
 From: Todd R. Larson, Director of Parks, Recreation, and City Events  
 Date: November 12, 2019  
 Subject: Charitable Donation Agreement for Fox Run Golf Course

---

On December 14, 1992, the City of Yankton and Luken Memorials entered into a 10-year Tee Sign Agreement whereby Luken Memorials was permitted to construct and install tee signs at each tee box at Fox Run Golf Course. The original agreement has expired. At this time, Luken Memorials desires to donate the tee signs to the City of Yankton. The City of Yankton desires to accept the donation pursuant to the agreement attached.

Once the tee signs are transferred to the City of Yankton, Luken Memorials shall have no further obligations with respect to the tee signs including no longer maintaining them, repairing them, and will have no right to sell advertising to be placed on the signs. The City of Yankton will own and continue to use the newly donated tee signs at Fox Run Golf Course. GreatLIFE Golf and Fitness Club will be allowed to sell advertising to be placed on the signs as long as GreatLIFE is the lease holder for operations at Fox Run Golf Course.

**Recommendation: City staff recommends the City Commission accept the charitable donation as detailed in the agreement.**

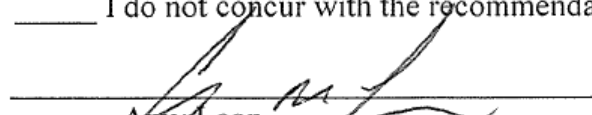
Respectfully submitted,



Todd R. Larson  
 Director of Parks, Recreation, & City Events

I concur with the recommendation.

I do not concur with the recommendation.

  
 \_\_\_\_\_  
 Amy Leon  
 City Manager

\_\_\_\_ Roll call

## ACKNOWLEDGMENT OF CHARITABLE CONTRIBUTION

Luken Memorials, Inc.  
Attention: Robert Luken  
1609 Broadway Avenue  
Yankton, SD 57078

RE: Acknowledgment of Charitable Contribution

Dear Bob:

Please accept our sincere appreciation for Luken Memorials, Inc.'s contribution of 18 four and a half foot granite tee signs to the City of Yankton, which were received via bill of sale dated September \_\_\_\_, 2019. We believe that these tee signs will continue to add significant aesthetic and revenue building value to Fox Run Golf Course for years to come and we appreciate your generosity.

As a 501(c)(3) tax-exempt organization, tax laws require us to notify you that this letter is the official acknowledgment of your gift. Also, we are required to certify that you received no goods or services in consideration of this contribution. If you wish to claim the tax deductibility of this gift, please retain this acknowledgment letter for your files.

Sincerely,

CITY OF YANKTON

---

By: Al Viereck  
Finance Officer

## CHARITABLE DONATION AGREEMENT

This Charitable Donation Agreement (referred to herein as "the Agreement") is entered into this \_\_\_ day of September, 2019 between the City of Yankton ("the City"), and Luken Memorials, Inc. a/k/a Luken Graphics ("Luken").

### RECITALS

1. On December 14, 1992, the City and Luken entered into a 10 year Tee Sign Agreement whereby Luken was permitted to construct and install tee signs at each hole at Fox Run Golf Course pursuant to the terms of the Agreement.
2. The Tee Sign Agreement has expired. At this time Luken desires to donate the tee signs to the City pursuant to the terms of this Agreement, and the City desires to accept the donation pursuant to the terms of this Agreement.

### AGREEMENT

1. *Conveyance of Tee Signs.* Upon the execution of this Agreement, Luken shall convey the tee signs to the City via a bill of sale substantially similar to Exhibit A and title to such signs shall vest with the City. Upon such transfer, Luken shall have no further obligations with respect to the tee signs (including the obligation to maintain and repair the signs), and shall have no further rights to sell advertizing to be placed on the tee signs.
2. *Donation Receipt.* Upon the execution of Exhibit A, the City shall acknowledge Luken's donation via a donation receipt substantially similar to Exhibit B.
3. *Tax Treatment and Valuation.* It is the intent of the parties that the donation contemplated herein shall be treated as a charitable contribution to a qualifying organization under the internal revenue code. Although the City does not dispute or contest the fair market value placed on the tee signs by Luken of \$36,000, the parties acknowledge and agree that Luken bears the burden of establishing the fair market value of the tee signs to the satisfaction of the IRS, and to take all other steps necessary in order to claim a charitable deduction under the internal revenue code.
4. *Limitation on Transfer.* As a condition of the transfer contemplated by this Agreement, the City agrees that the tee signs shall not be transferred to Great Life or any other entity operating Fox Run Golf Course. Notwithstanding the foregoing, nothing in this Agreement shall limit the City's right to allow Great Life or other similar entity to sell advertizing to be placed on the tee signs.
5. *Miscellaneous Provisions.*
  - 5.1 This agreement and the instruments to be executed and delivered hereunder set forth the entire agreement between the parties with respect to the subject matter



herein and supersede and discharge all prior agreements (written or oral) and negotiations and all contemporaneous oral agreements concerning such subject matter and negotiations.

- 5.2 Unless expressly agreed in writing by the applicable party, neither the failure or nor any delay by any party to this Agreement to enforce any right hereunder or to demand compliance with its terms is a waiver of any right hereunder. No action taken pursuant to this Agreement on one or more occasions is a waiver of any right hereunder or constitutes a course of dealing that modifies this Agreement.
- 5.3 Paragraph captions contained in this Agreement are not intended to either broaden or limit the interpretation or the construction of this Agreement.
- 5.4 This Agreement shall be interpreted and construed in accordance with the laws of the State of South Dakota. Any litigation arising out of this Agreement shall be venued in an appropriate court in Yankton County, South Dakota.
- 5.5 If any word, phrase, sentence or paragraph is found by a court to be invalid, the remainder of this Agreement shall remain in full force and effect so long as the material purposes of this Agreement have not been frustrated by such invalidity.
- 5.6 No amendment, modification or termination of this Agreement shall be binding on any party unless it is in writing and is signed by the party to be charged.


Dated this \_\_\_ day of September, 2019

Dated this \_\_\_ day of September, 2019.

**CITY OF YANKTON**

**LUKEN MEMORIALS, INC.**

\_\_\_\_\_  
By: Amy Nelson  
Its: City Manager

  
\_\_\_\_\_  
By: Robert A. Luken  
Its: President

## BILL OF SALE

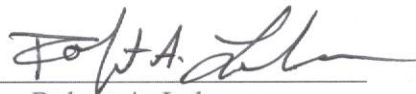
In consideration of each parties full performance of their obligations set forth in the Charitable Donation Agreement executed by the parties and other good and valuable consideration, Luken Memorial, Inc., 1609 Broadway Avenue, Yankton, South Dakota ("Grantor") the receipt of which is hereby acknowledged, hereby grants, sells, assigns, transfers, conveys, and delivers to the City of Yankton, 416 Walnut Street, Yankton, South Dakota ("Grantee") all of Grantor's now existing rights in the eighteen (18) tee signs placed by Grantor at Fox Run Golf Course pursuant to a Tee Sign Agreement between the parties dated December 14, 2019.

All of the tees signs are transferred to Grantee, its successors and assigns, to have and to hold for its own proper right, use and benefit forever. The tee signs are transferred by Grantor in their "as is" condition.

This Bill of Sale is being delivered pursuant to, and is subject to the terms of, Charitable Donation Agreement between Grantor and Grantee of this same date.

Dated this \_\_\_ day of September, 2019.

**LUKEN MEMORIALS, INC.**



By: Robert A. Luken  
Its: President

## *Memorandum #19-249*

**To:** City Commission  
**From:** Finance Officer  
**Date:** 11/19/2019  
**Subject:** First Reading of Ordinance #1029, Amending Ordinance #1011, the 2019 Annual Appropriation Ordinance and Setting December 9, 2019 as the Second Reading and Public Hearing of Ordinance #1029

---

Attached to this Memorandum is Ordinance #1029, the second supplement to Ordinance #1011, the 2019 annual appropriation ordinance. The individual supplements are described and the amounts are as such:

1. **Other Financing Uses / Transfers Out** from \$1,397,712.00 to \$1,511,712.00, an increase of \$114,000.00 in account 101.182.620 Transfer to Parks & Recreation as outlined in **number (6)** below; and from \$342,075.00 to 369,075.00 an increase of \$27,000 in account 101.182.625 Transfer to Summit Activity Center as outlined in **number (7)** below. This increases Other Financing Uses / Transfers out from \$5,822,179.00 to \$5,963,179.00, an increase of \$141,000.00. Financing for this increase will be from an increase in un-appropriated fund balance carried forward from 2018.
2. **Total Other Financing Uses** from \$5,822,179.00 to \$5,963,179.00, an increase of \$141,000.00.
3. **Total General Fund Appropriations** from \$18,536,249.00 to \$18,677,249.00, an increase of \$141,000.00 as outlined in **numbers (1-2)** above.
4. **Un-appropriated Fund Balance** from \$4,158,771.00 to \$4,299,771.00, an increase of \$141,000.00 in un-appropriated fund balance (2018 carry-over).
5. **Total Means of Finance** from \$18,536,249.00 to \$18,677,249.00, an increase of \$141,000.00 as outlined in **number (4)** above.
6. **Parks and Recreation** from \$528,467.00 to \$613,467.00, an increase of \$85,000.00 in account 201.201.101 Regular Wages; from \$55,000.00 to \$60,000.00, an increase of \$5,000 in account 201.201.102 Temporary Wages; from \$22,000.00 to \$32,000.00, an increase of \$10,000.00 in account 201.201.103 Overtime Wages; from \$46,318.00 to \$54,318.00, an increase of \$8,000.00 in account 201.201.111 for the OASI for above said wages; and from \$33,028.00 to \$39,028.00, an increase of \$6,000.00 in account 201.201.121 for the increase in Retirement of said above wages. This increases Parks and Recreation total appropriations from \$1,412,942.00 to \$1,526,942.00, an increase of \$114,000.00. (The increased wages are due to bringing two full time employees over from the Fox Run Golf operations; part time wages are due to taking on more responsibilities caring for increased amenities throughout the downtown areas as well as the other parks, flooding expenses this spring and

- wet conditions throughout the summer months). Funding for this increase will be from an increased transfer from the General Fund as outlined in **number (1)** above.
7. **Summit Activity Center** from \$180,000.00 to \$207,000.00, an increase of \$27,000.00 in account 203.203.102 Temporary Wages for increase part time hours and wages at the SAC. This increases Summit Activity Center total appropriations from \$811,195.00 to \$838,195.00, an increase of \$27,000.00. Financing for this increase will be from an increased transfer from the General Fund as outlined in **number (1)** above.
  8. **Casualty Reserve** from \$5,000.00 to \$17,500.00, an increase of \$12,500.00 in account 205.205.202 Professional Services an insurance settlement. This increases Casualty Reserve total appropriations from \$5,000.00 to \$17,500.00, an increase of \$12,500.00. Financing for this increase will be from the Casualty Reserve unappropriated fund balance.
  9. **Business Improvement District** from \$14,000.00 to \$30,000.00, an increase of \$16,000.00 in account 209.209.202 Professional Services for increased expenses approved by the BID Board and City Commission for Yankton Convention and Visitor Bureau funding; and from \$112,000.00 to \$122,895.00, an increase of \$10,895.00 in account 209.209.204 Contractual Services to Mount Marty College for increased expenses approved by the BID Board and City Commission. This increases Business Improvement District total appropriations from \$128,800.00 to \$155,695.00, an increase of \$26,895.00. Financing for this increase will be from the Business Improvement District unappropriated fund balance.
  10. **Lodging Tax (BBB)** from \$20,000.00 to \$55,431.00, an increase of \$35,431.00 in account 211.231.575 Special Events Activities for increased expenses for events such as Music at the Meridian, stage rentals, and other events coordinated by Britany LaCroix; from \$0.00 to \$22,500.00 an increase of \$22,500.00 in account 211.231.599 Special Projects (\$20,000.00 for Air Show and \$2,500.00 for the Yankton US Bowling Congress tournament); and from \$55,914.00 to \$105,914.00, an increase of \$50,000.00 in account 211.231.657 Transfer to TID #5 for debt service and issuance fees for the refunding of the Sales Tax Revenue Bonds. This increases Lodging Tax total appropriations from \$712,837.00 to \$820,768.00, an increase of \$107,931.00. Financing for this increase will be from the unappropriated fund balance in the Lodging Tax Fund.
  11. **Special Revenue Total Appropriations** from \$7,124,692.00 to \$7,413,018.00, an increase of \$288,326.00 as explained in **numbers (6-10)** above.
  12. **Special Revenue Unappropriated Fund Balance** from \$1,166,281.00 to \$1,313,607.00, an increase of \$147,326.00 as explained in **numbers (8-10)** above.
  13. **Transfer From General Fund** from \$5,345,072.00 to \$5,486,072.00, an increase of \$141,000.00 as explained in **numbers (6-7)** above.
  14. **Special Revenue Total Means of Finance** from \$8,241,825.00 to \$8,530,151.00, an increase of \$288,326.00 as explained in **numbers (12-13)** above.
  15. **Huether Family Aquatic Center** from \$0.00 to \$6,000,000.00, an increase of \$6,000,000.00 in account 505.505.320 for design and engineering costs and beginning

- construction costs for the new aquatic facility; and from \$0.00 to \$30,000.00, an increase of \$30,000.00 in account 505.505.421 Fiscal Fees for the issuance of the Aquatics Center Opt-Out Bonds. This increases Huether Family Aquatic Center total appropriations from \$0.00 to \$6,030,000.00, an increase of \$6,030,000.00. Financing for this increase will be from Bond Issuance Proceeds.
16. **Tax Increment District #2** from \$50,393.00 to \$70,393.00, an increase of \$20,000.00 in account 509.509.204 Southeast Properties LLC for TID tax reimbursements from the Morgan Square TID. This increases Tax Increment District #2 total appropriations from \$50,393.00 to \$70,393.00 an increase of \$20,000.00. Financing for this increase will be from increased TID #2 revenues.
  17. **Tax Increment District #6** from \$94,746.00 to \$250,746.00, an increase of \$156,000.00 in account 511.588.566 for Tax Increment reimbursement to YAPG (the developer for Westbrook Estates Phase 1). This increases Tax Increment #6 total appropriations from \$94,746.00 to \$250,746.00, an increase of \$156,000.00. Financing for this increase will be a from increased tax increment #6 revenues.
  18. **Tax Increment District #7** from \$0.00 to \$5,000.00, an increase of \$5,000.00 in account 512.588.202 Professional Services for expenses the City incurred in administrating the formation of TID #7; and from \$10,000.00 to \$50,000.00, an increase of \$40,000.00 in account 512.588.204 Payment to Schrecht, LLC for TID tax reimbursements. This increases Tax Increment District #7 total appropriations from \$10,000.00 to \$55,000.00, an increase of \$45,000.00. Financing for this increase will be a from increased tax increment #7 revenues.
  19. **Total Capital Appropriations** from \$10,113,872.00 to \$16,364,872.00, an increase of \$6,251,000.00 as explained in **numbers (15-18)** above.
  20. **Huether Family Aquatic Center (Fund 505) Revenue** from \$0.00 to \$6,030,000.00, an increase of \$6,030,000.00 in Bond Proceed Revenues.
  21. **Tax Increment District #2 Revenue** from \$50,393.00 to \$70,393.00, an increase of \$20,000.00 in TID #2 revenues.
  22. **TID #6 Westbrook Estates Phase 1 Revenue** from \$94,746.00 to \$250,746.00, an increase of \$156,000.00 in TID #6 revenues.
  23. **Tax Increment District #7 Revenue** from \$10,000.00 to \$55,000.00 and increase of \$45,000.00 in TID #7 revenues.
  24. **Total Capital Projects Revenue** from \$6,108,913.00 to \$12,359,913.00, an increase of \$6,251,000.00 as explained in **number (20 - 23)** above.
  25. **Total Capital Projects Means of Finance** from \$8,639,788.00 to \$14,890,788.00, an increase of \$6,251,000.00 as explained in **numbers (20-24)** above.

It is recommended that the City Commission introduce Ordinance #1029 the second supplement to Ordinance #1011, the 2019 City of Yankton budget ordinance and set December 9, 2019 as the second reading and public hearing of Ordinance #1029.

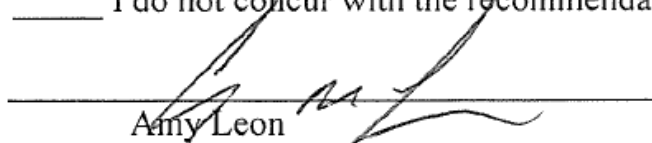
Thank you,



Al Viereck  
Finance Officer

I concur with the recommendation.

I do not concur with the recommendation.

  
\_\_\_\_\_  
Amy Leon  
City Manager

ORDINANCE NO . 1029

AN ORDINANCE AMENDING AND SUPPLEMENTING ORDINANCE 1011, THE 2019  
ANNUAL APPROPRIATIONS ORDINANCE OF THE CITY OF YANKTON

Be it ordained by the City of Yankton, South Dakota, that Ordinance No. 1011 is amended to wit:

SECTION I - GENERAL FUND

		Ord. 1018			Ord. 1029
A.	Appropriations				
	General Government:				
	Board of City Commissioners	\$ 159,133			
	City Manager	369,191			
	City Attorney	96,604			
	Finance Office	653,233			
	Information Services	445,275	1.	138,452	583,727
	Community Development	486,746			
	Contingency	300,000			
	TOTAL GENERAL GOVERNMENT	2,510,182	2.	138,452	2,648,634
	Public Safety:				
	Police Department	3,204,890	3.	480,226	3,685,116
	Fire Department	946,850	4.	10,000	956,850
	Civil Defense	9,290			
	TOTAL PUBLIC SAFETY	4,161,030	5.	490,226	4,651,256
	Public Works:				
	Engineering & Inspection	660,456			
	Street & Highways	2,084,122			
	Snow & Ice Removal	343,200			
	City Hall	216,947			
	Traffic Control	492,550	6.	16,000	508,550
	Chan Gurney Airport	605,490			
	TOTAL PUBLIC WORKS	4,402,765	7.	16,000	4,418,765
	Special Appropriations	123,912			
	TOTAL SPECIAL APPROPRIATIONS	123,912	Ord. 1018		

Culture - Recreation:									
Senior Citizens Center	62,647								
Community Library	<u>808,856</u>								
TOTAL CULTURE - RECREATION	<u>871,503</u>								
Other Financing Uses / Transfers Out	<u>5,146,874</u>	8.	<u>675,305</u>	<u>5,822,179</u>	1.	<u>141,000</u>	<u>5,963,179</u>		
TOTAL OTHER FINANCING USES	<u>5,146,874</u>	8.	<u>675,305</u>	<u>5,822,179</u>	2.	<u>141,000</u>	<u>5,963,179</u>		
TOTAL APPROPRIATIONS	<u>\$ 17,216,266</u>	9.	<u>\$ 1,319,983</u>	<u>\$ 18,536,249</u>	3.	<u>141,000</u>	<u>\$ 18,677,249</u>		
B. Means of finance									
Unappropriated Fund Balances	<u>\$ 2,838,788</u>	10.	<u>1,319,983</u>	<u>4,158,771</u>	4.	<u>141,000</u>	<u>\$ 4,299,771</u>		
Current Property Taxes	2,684,845								
Sales & Other Taxes	6,035,197								
Licenses & Permits	349,675								
Intergovernmental Revenue	692,087								
Charges for Goods & Services	2,308,850								
Fines & Forfeits	6,500								
Miscellaneous Revenues	<u>59,000</u>								
TOTAL REVENUE	<u>12,136,154</u>								
Other Financing Sources / Transfers In	<u>2,241,324</u>								
TOTAL MEANS OF FINANCE	<u>\$ 17,216,266</u>	11.	<u>\$ 1,319,983</u>	<u>\$ 18,536,249</u>	5.	<u>141,000</u>	<u>\$ 18,677,249</u>		

Ord. 1029



SECTION II - SPECIAL REVENUE

		Ord. 1018			Ord. 1029		
A. Appropriations							
Parks & Recreation	\$ 1,412,942				6.	114,000	1,526,942
Memorial Park Pool	2,215,460						
Summit Activies Center	811,195				7.	27,000	838,195
Marne Creek	206,171	12.	50,000	256,171			
Casualty Reserve Fund	5,000				8.	12,500	17,500
Bridge & Street Fund	70,000	13.	15,000	85,000			
911/Dispatch	813,112	14.	639,455	1,452,567			
Business Improvement District	128,800				9.	26,895	155,695
Lodging Sales Tax	712,837				10.	107,931	820,768
Infrastructure Impr. Revolving - Transfer to Infr. Imp. Constr.	44,720						
TOTAL APPROPRIATIONS	<u>\$ 6,420,237</u>	15.	<u>\$ 704,455</u>	<u>\$ 7,124,692</u>	11.	<u>288,326</u>	<u>\$ 7,413,018</u>
B. Means Of Finance							
Unappropriated Fund Balance	\$ 1,166,281				12.	<u>147,326</u>	<u>1,313,607</u>
Parks & Recreation Revenue	15,230						
Memorial Pool Revenue	57,600						
Summit Activies Center Revenue	469,120						
Marne Creek Revenue	300						
Casualty Reserve - Interest	250						
Bridge & Street Revenue	21,497						
911/Dispatch	144,013						
Business Improvement District	142,500						
Lodging Tax	661,640						
Infrastructure Improvement Revolving	44,720						
TOTAL REVENUE	<u>1,556,870</u>						
Transfer From General Fund	<u>4,705,617</u>	16.	<u>639,455</u>	<u>5,345,072</u>	13.	<u>141,000</u>	<u>5,486,072</u>
Transfer From Special Capital Fund	<u>108,602</u>	17.	<u>65,000</u>	<u>173,602</u>			
TOTAL MEANS OF FINANCE	<u>\$ 7,537,370</u>	18.	<u>\$ 704,455</u>	<u>\$ 8,241,825</u>	14.	<u>288,326</u>	<u>\$ 8,530,151</u>

SECTION III - CAPITAL PROJECT FUNDS

		Ord. 1018		Ord. 1029		
A. Appropriations						
Public Improvement	\$ -					
Airport Capital Projects	1,850,000					
Park Capital Projects	97,000	19.	35,850	132,850		
Infrastructure Improvement Construction	100,000					
Huether Family Aquatics Center					15.	6,030,000 6,030,000
Special Capital Improvement	5,509,840	20.	2,168,193	7,678,033		
Tax Incr. District #2 Morgan Square	50,393				16.	20,000 70,393
Tax Incr. District #5 Menards	192,850					
Tax Incr. District #6 Westbrook Estates	94,746				17.	156,000 250,746
Tax Incr. District #7 West 10th Street	10,000				18.	45,000 55,000
Tax Incr. District #8 Westbrook Phase 2	5,000					
<b>TOTAL APPROPRIATIONS</b>	<u>\$ 7,909,829</u>	<b>21.</b>	<u>\$ 2,204,043</u>	<u>\$ 10,113,872</u>	<b>19.</b>	<u>6,251,000</u> <u>\$ 16,364,872</u>
B. Means of Finance						
Unappropriated Fund Balance	\$ (450,471)	22.	\$ 2,168,193	\$ 1,717,722		
Public Improvement Revenue	-					
Airport Capital Projects	1,215,000					
Park Capital Revenue	-					
Infrastructure Improvement Construction	-					
Huether Family Aquatics Center					20.	6,030,000 6,030,000
Special Capital Improvement	4,596,838					
TID #2 Morgan Square	50,393				21.	20,000 70,393
TID #5 Menards	136,936					
TID #6 Westbrook Estates	94,746				22.	156,000 250,746
TID #7 West 10th Street	10,000				23.	45,000 55,000
TID #8 Westbrook Phase 2	5,000					
<b>TOTAL REVENUE</b>	<u>6,108,913</u>				<b>24.</b>	<u>6,251,000</u> <u>12,359,913</u>

Transfer from General Fund	166,669	23.	35,850	202,519	Ord. 1029
Transfer from Park Improvement Fund	-				
Transfer from BBB Fund	65,914				
Transfer from Infrastructure Impr. Fund	44,720				
Transfer from Special Capital Fund	-				
Loan from General Fund	-				
Loan from Special Capital Fund	500,000				
<b>TOTAL OTHER FINANCING SOURCES</b>	<u>777,303</u>	<b>24.</b>	<u>35,850</u>	<u>813,153</u>	
<b>TOTAL MEANS OF FINANCE</b>	<u>\$ 6,435,745</u>	<b>25.</b>	<u>\$ 2,204,043</u>	<u>\$ 8,639,788</u>	<b>25.</b>
				<u>6,251,000</u>	<u>\$ 14,890,788</u>

SECTION VII - EFFECTIVE DATE

This Ordinance being necessary for the support of the government of the City of Yankton an existing institutions shall take effect upon its passage and publication.

Adopted:

\_\_\_\_\_  
Nathan V. Johnson

ATTEST :

\_\_\_\_\_  
Al Viereck, Finance Officer

Introduction and first reading: November 25, 2019

Second reading : December 9, 2019

Published in the Yankton Daily Press and Dakotan, Official Newspaper:

I so certify \_\_\_\_\_  
Al Viereck, Finance Officer

**Memorandum #19-248**

**To:** Amy Leon, City Manager  
**From:** Taylor Peters, Communications & IT System Analyst  
**Subject:** Vehicle Purchase from the State Bid for the Yankton Police Department, Patrol Division, Two (2) 2020 Ford Interceptor SUVs  
**Date:** November 14, 2019

The adopted 2020 vehicle replacement budget provides funding for the purchase of two replacement marked patrol vehicles. The vehicles to be replaced are a 2011 Chevy Tahoe (K9) VIN# 1GNSK2E08BR307848 with 122,404 miles on the odometer and a 2016 Ford Explorer SUV VIN# 1FM5K8AR8GGA28962 with 132,702 miles on the odometer. These vehicles meet the mileage requirement according to the vehicle replacement plan of 100,000 or 10 years.

Lamb Motor Company of Onida, South Dakota has the state bid contract for the proposed vehicle which allows the City to purchase the new vehicles from Lamb Motor Company at the state bid price. Lewis & Clark Ford Lincoln was contacted, and we have not heard back from them to date. If the local dealer can match the bid, we will procure locally. The vehicles to be purchased are 2020 Ford Interceptor SUVs in the total amount of approximately \$90,754 including parts and installation. The 2020 capital vehicle replacement budget is currently \$150,000.

Therefore, it is recommended the vehicles be purchased from Lamb Motor Company of Onida, South Dakota based on the state bid amount. Delivery of the vehicle will be approximately 60-120 days.

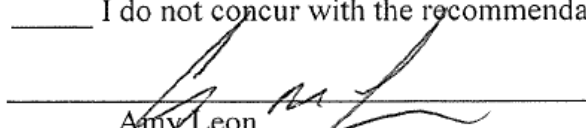
Respectfully submitted,



Taylor Peters  
 Communications & IT System Analyst

**Recommendation: It is recommended that the City Commission approve Memorandum #19-248 for the purchase of two (2) 2020 Ford Interceptor SUVs plus installation in the amount of approximately \$90,754 for the Yankton Police Department, Patrol Division, from Lamb Motor Company of Onida, South Dakota from the state bid contract.**

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

  
 Amy Leon  
 City Manager

\_\_\_\_ Roll call

**RESOLUTION #19-71**

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

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

SURPLUS PROPERTY TO BE SOLD OR DESTROYED

2011 Chevrolet Tahoe      VIN: 1GNSK2E08BR307848  
2016 Ford Interceptor SUV    VIN: 1FM5K8AR8GGA28962

Adopted:

---

Nathan V Johnson  
Mayor

Attest:

---

Al Viereck  
Finance Officer

**Memorandum #19-250**

**To:** Amy Leon, City Manager  
**From:** Corey Potts, Public Works Manager  
**Subject:** Vehicle purchase from the State of South Dakota bid list for the City of Yankton, Public Works Department, Central Garage, for a 1-ton chassis truck  
**Date:** November 19, 2019

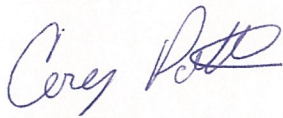
---

The adopted 2019 budget provides funding for the purchase of a replacement shop truck. The vehicle to be replaced is Unit #112, a 2004 Chevy 1-ton chassis truck which will be surplus after the new chassis is delivered.

Sioux Falls Ford of Sioux Falls, South Dakota, has the State Bid Contract which allows the City to purchase the new 1-ton chassis from this dealer. The vehicle to be purchased is a new 2020 Ford 550 4X4 1-ton chassis truck in the amount of \$43,737. There is \$80,000 budgeted for this shop truck purchase. The remaining budget will be used to put a mechanic service body on the chassis.

Therefore, it is recommended the truck be purchased from Sioux Falls Ford of Sioux Falls, South Dakota based on the state bid amount. Delivery of the new vehicle will be approximately 90-120 days.

Respectfully submitted,

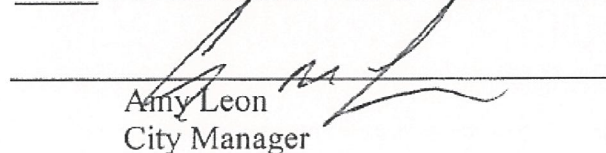


Corey Potts  
Public Works Manager

**Recommendation: It is recommended that the City Commission approve Memorandum #19-250 for the purchase a new 2020 Ford 550 4X4 1-ton chassis truck in the amount of \$43,737 for the Department of Public Works, Central Garage, from Sioux Falls Ford, South Dakota, based on the state bid.**

I concur with the recommendation.

I do not concur with the recommendation.



Amy Leon  
City Manager

\_\_\_\_\_ Roll call

**RESOLUTION #19-72**

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

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

SURPLUS PROPERTY TO BE SOLD OR DESTROYED

2004 Chevy 1-Ton Chassis Truck Serial #1GBJK34214E284747

Adopted:

---

Nathan V Johnson  
Mayor

Attest:

---

Al Viereck  
Finance Officer

**Memorandum #19-251**

**To:** Amy Leon, City Manager  
**From:** Taylor Peters, Communications & IT System Analyst  
**Subject:** Vehicle Purchase from the State Bid List for the Yankton Police Department, Investigation Division, One (1) 2020 Jeep Cherokee  
**Date:** November 14, 2019

The adopted 2020 vehicle replacement budget provides funding for the purchase of one replacement unmarked investigations vehicle. The vehicle to be replaced is a 2011 Jeep Liberty VIN# 1J4PN2GK3BW580177 with 114,420 miles on the odometer. This vehicle meets the mileage requirement according to the vehicle replacement plan of 100,000 or 10 years.

Wegner Auto of Pierre, South Dakota has the state bid contract for the proposed vehicle which allows the city to purchase the new vehicle from Wegner Auto at the state bid price. Broadway Chrysler, Dodge, Jeep, Inc. was contacted and stated they could not match state bid contract pricing. The vehicle to be purchased is a 2020 Jeep Cherokee in the total amount of approximately \$30,000 including parts and installation. The 2020 capital vehicle replacement budget is currently \$150,000.

Therefore, it is recommended the vehicle be purchased from Wegner Auto of Pierre, South Dakota based on the state bid amount. Delivery of the vehicle will be approximately 90-120 days.

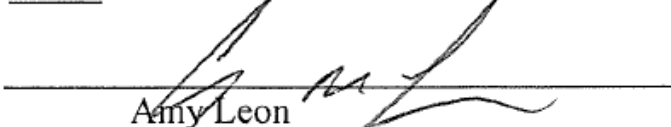
Respectfully submitted,

  
Taylor Peters  
Communications & IT System Analyst

**Recommendation: It is recommended that the City Commission approve Memorandum #19-251 for the purchase of one (1) 2020 Jeep Cherokee plus installation in the amount of approximately \$30,000 for the Yankton Police Department, Investigation Division, from Wegner Auto of Pierre, South Dakota from the state bid contract.**

I concur with the recommendation.

I do not concur with the recommendation.

  
Amy Leon  
City Manager

\_\_\_\_ Roll call



**RESOLUTION #19-73**

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

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

SURPLUS PROPERTY TO BE SOLD OR DESTROYED

2011 Jeep Liberty                      VIN: 1J4PN2GK3BW580177  
2013 Chevrolet Caprice              VIN: 6G1MK5U28DL825238

Adopted:

\_\_\_\_\_  
Nathan V Johnson  
Mayor

Attest:

\_\_\_\_\_  
Al Viereck  
Finance Officer