



CITY OF YANKTON

2022_03_28

**CITY 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, March 28, 2022

City of Yankton Community Meeting Room

Located at the Career Manufacturing Technical Education Academy formerly known as Technical Education Center • **1200 W. 21st Street • Room 114**

If you would like to watch the City Commission meeting you can do so by accessing the City of Yankton's YouTube Live Channel.

<https://www.youtube.com/channel/UCD1a1hf1dIkiLVSXnmdRQg/live>

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

I. ROUTINE BUSINESS

1. Roll Call

2. Approve Minutes of regular meeting of March 14, 2022

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. Notice to Call for City of Yankton Election

Establish 12:00 pm, on Friday, April 15, 2022, as the time and date of a "Notice to Call" a Special City Commission meeting to canvass the election returns of the City of Yankton Election to be held on Tuesday, April 12, 2022

Attachment II-1

2. Motion to Combine 2022 Election

In Consideration of a motion to combine the April 12, 2022 City of Yankton Municipal Election with the April 12, 2022 Yankton School District Election, to share in the cost of said election, and ratify agreement signed by the Yankton School District representative and City of Yankton representative to share in the cost and administration of election.

Attachment II-2

III. OLD BUSINESS

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

1. Public hearing for sale of alcoholic beverages

Consideration of Memorandum #22-51 regarding the request for a Special Events Malt Beverage (on-off sale) License for 1 day, August 5, 2022, from Utica Hall/Rueb, LLC d/b/a Utica Hall, 801 McCarthy Street, Utica, SD at 4-H Fair Grounds, 901 Whiting Drive, Yankton, SD.

Attachment III-1

2. Public hearing for sale of alcoholic beverages

Consideration of Memorandum #22-52 regarding the request for a Special Malt Beverage (on-sale) Retailers License for 2 day, August 19-20, 2022, from Yankton Rodeo Association (Douglas O Hevle, President), Rodeo Grounds, 404 Paddle Wheel Drive, Yankton, S.D.

Attachment III-2

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

IV. NEW BUSINESS

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

1. Agreement for Professional Services with Stockwell Engineers, Inc.

Consideration of Memorandum #22-53 regarding Agreement for Professional Services with Stockwell Engineers, Inc. for 21st & Broadway Development Project

Attachment IV-1

2. Bid Award – Cold Applied Plastic Pavement Marking

Consideration of Memorandum #22-49 regarding Bid Award for the Cold Applied Plastic Pavement Marking Installation Project

Attachment IV-2

3. Downtown Yankton Façade Grant Recommendations

Consideration of Memorandum #22-54 regarding Downtown Yankton Façade Grant Recommendations

Attachment IV-3

4. Additional Deputy City Attorney

Consideration of Memorandum #22-56 regarding Additional Deputy City Attorney
Attachment IV-4

5. Marne Creek Land Acquisition

Consideration of Memorandum #22-50 recommending approval of Resolution #22-11, the acquisition of 8,580 square feet of Marne Creek area property known as the West Sixty-Foot (65') of Lots Sixteen (16), Seventeen (17) and Eighteen (18), Block Forty-three (43), Lower Yankton Addition to the City of Yankton, South Dakota

Attachment IV-5

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 MARCH 28, 2022

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
MARCH 14TH, 2022**

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

Roll Call: Present: Commissioners Benson, Brunick, Johnson, Maibaum, Miner, Schramm, Webber and Villanueva. City Attorney Den Herder and City Manager Leon were also present.

Quorum present.

Action 22-55

Moved by Commissioner Webber, seconded by Commissioner Miner, to approve Minutes of Work Session meeting of February 28, 2022 and regular meeting of February 28, 2022.

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

Motion adopted.

Action 22-56

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

1 Office Solution - Printer Ink - \$123.38; Adobe Creative Cloud - Computer Program - \$85.18; Adobe Stock - Computer Program - \$31.94; AFSCME Council 65 - Employee Deduction - \$947.10; Alfa Laval - GBT Hydraulic Pump - \$1,650.90; Amazon - Membership Dues - \$126.74; Amazon - Membership Dues - \$126.74; Amazon - Medicine Ball - \$20.99; Amazon - Computers-Cad - \$539.96; Amazon - Data Wiring - \$19.98; Amazon - Office Supplies - \$27.47; Amazon - Janitorial Supplies - \$90.77; Amazon - Books - \$125.46; Amazon - Office Supplies - \$12.19; Amazon - Book - \$18.99; Amazon - Book - \$18.98; Amazon - HFAC Merchandise - \$973.88; Amazon - Office Supplies - \$82.00; Amazon - Book - \$22.16; Amazon - Phone Cord - \$4.85; Amazon - Internet Access - \$820.60; Amazon - Plotter Paper - \$204.48; Amazon - Adult Craft Night - \$13.98; Amazon - Mower Blades - \$40.16; Amazon - Merchandise - \$205.99; Amazon - Gator Starter - \$73.95; Amazon - Program Supplies - \$49.98; Amazon - Program Supplies - \$13.98; Amazon - Book - \$11.98; Amazon - Door Lock Repair - \$294.94; Amazon - DVD - \$39.39; Amazon - DVD's - \$259.31; Amazon - Program Prize - \$15.90; Amazon - DVD's - \$35.95; Amazon - Office Supplies - \$163.37; Amazon - DVD's - \$30.95; Amazon - DVD - \$14.96; Amazon - Dumbbell Rack Stand - \$138.43; Amazon - Computers Cad - \$14.99; American Public Works - APWA Dues - \$222.00; Animal Health Clinic - K9 Max Medical Care - \$490.64; A-Ox Welding Supply - Propane - \$85.44; Applied Concepts - Radar - \$8,765.00; Applied Ind Tech - Blower Belts - \$898.50; Arbor Day Foundation - Arbor Day Supplies - \$189.79; AT&T - Mobile Data Services - \$1,099.00; Automatic Systems - Transducer - \$2,417.74; AutoZone - Wiper Blades/Anitfreeze - \$430.61; Avera Health CRP - Officer CPR Cards - \$510.00; Avera Health Plans - Low Deduct ale Premiums - \$91,191.99; Avera McKenna Hospital - Annual EAP - \$6,360.00; Avera Sacred Heart - Testing - \$635.00; Axvoice - Dialer Service - \$21.44; B&H Photo - Computers-Cad - \$4,455.02; Banner Associates - Marne Creek Restoration - \$12,211.08; Beaudin/Jill - Over Pay Utilities - \$38.62; Bomgaar's - HFAC Maintenance - \$850.46; Border States Industries - Bar Screen Limit Switch - \$492.14; Buhl's Cleaners - Contracted Services - \$763.37; Building Sprinkler - Sprinkler Repairs - \$346.85; Casey's - Travel Expense - \$63.00; Cedar Knox Public Power Dist - Electricity - \$1,355.61; CenturyLink - Internet Service - \$208.40; CenturyLink - Phone - \$1,290.44; CHS - Propane - \$237.50; City Of Vermillion - Jt Power Cash Trans - \$59,399.36; City Of Yankton-

Landfill - Waste Disposal - \$21.92; City Of Yankton-Parks - Landfill Charges - \$136.64; City Of Yankton-Solid Waste - Compacted Garbage - \$13,292.51; City Of Yankton-Water - Garbage - \$87.68; City Utilities - Wtr-Ww Charges - \$4,984.00; Collaborative Summer - Summer Reading Supplies - \$325.29; Cons Business Products - Wire Fire System - \$149.10; Core & Main - Water Fittings - \$2,375.94; Cornwell D-P Tools - Tool - \$179.96; Credit Collection Service - Ut Collection - \$67.09; Crescent Electric - Gelamps - \$974.55; Dakota Archery - Parks Supplies - \$196.43; Danko Emergency Equipment - Replacement Hose - \$3,229.77; Delight Donuts - Staff Appreciation - \$14.85; Dept Of Corrections - Doc Work Program - \$102.00; Dept Of Social Services - SD Child Support - \$2,233.00; Dollar Tree - Adult Craft - \$79.00; Donlevy - Selenium Testing - \$275.00; Driftwood Creek Flying - Airport Lease Refund - \$140.80; EBay - Vehicle Keyboard - \$11.69; Echo Electric Supply - Light Control Box - \$1,281.01; Eco Waters - Professional Services - \$108.00; Ehresmann Engineering - Park Supplies - \$100.36; Electrical Engineering & Equip - Serv/Inspect Generator - \$345.00; Eskens/Rebecca - CDL Reimbursement - \$176.00; Facebook - Ad For Fire Chief - \$15.00; Facebook - Ad For Fire Chief - \$5.00; Facebook - Ad For Fire Chief - \$2.00; Facebook - Ad For Fire Chief - \$10.00; Facebook - Ad For Fire Chief - \$2.00; Facebook - Ad For Fire Chief - \$3.00; Facebook - Ad For Fire Chief - \$25.00; Facebook - Ad For Fire Chief - \$2.00; Facebook - Ad For Fire Chief - \$3.00; Facebook - Ad For Fire Chief - \$15.00; Facebook - Ad For Fire Chief - \$7.00; Fastenal - Bolts For Signs - \$746.53; Feld Fire - Maintenance Compressor - \$691.00; Findaway - Wonderbook - \$59.84; First Dakota National Bank - Annual Fee - \$1,000.00; First Dakota Nat'l Bank HSA - HSA Contributions - \$8,044.26; First National Bank FSA - Cafeteria Plan - \$1,360.00; First Responder - 1st Responders Course - \$208.62; Frontier Precision - Repairs - \$828.77; Gerstner Oil - Fuel - \$26,001.09; Girton Adams - Pressure Relief Valve #1 - \$665.24; Gov. Connection - Plotter Supplies - \$631.28; Greatlife Golf & Fitness - Custom Pump Station Prj - \$134,512.70; Groves/Jordan - Boot Reimbursement - \$130.00; Guardian Alliance - Background Check - \$64.00; Hach Company - Reagents - \$1,443.90; Hagemann/Dustin - Boot Reimbursement - \$95.80; Hallock/Hunter - CDL Reimbursement - \$48.00; Hanson Briggs - Recycling Printed Flyers - \$401.68; Hanson Briggs Advertising - Office Supplies - \$206.74; Harding Glass - Glass - \$19.50; Harn Ro Systems - Filters - \$11,405.86; Hawkins - Chemicals - \$22,786.54; Holophane - Poles & Lights - \$3,060.00; Hotel Booking - Training Hotel - \$329.82; Hotelbookingservfee.com - Hotel Booking Fee - \$12.99; Hy-Vee - Retirement - \$199.39; ICMA Retirement Trust - 457 - ICMA Contributions - \$3,775.22; Intek Cleaning & Restoration - Clean Patrol Car - \$106.50; Intl Code Council - Certificate Renewal - \$95.00; J & H Care & Cleaning Company - Janitorial Supplies - \$4,000.00; J2 Metrofax - Fax Service - \$9.95; Jacks Uniforms - 2 Uniform Shirts - \$287.83; JCL Solutions - Cleaning Supplies - \$891.94; Jimmy B's Carpentry - Carpentry Work - \$4,779.60; JJ Benji's - Basketball League - \$574.43; JJ Benji's - League Shirts - \$255.50; JWC Environmental - Fish Station Grinder - \$5,524.00; Kaiser Heating & Cooling - Repair Heater Exchanger - \$1,280.19; Kaiser Refrigeration - Chainsaw Oil - \$773.53; Kendell Doors - Keys - \$340.00; Kinsman Garden - Liners/Plants - \$971.86; KLJ Engineering - Design Services - \$22,000.00; Kopetsky's Ace - Air Compressor - \$753.27; KVHT Radio Station - Ad - \$2,400.00; Language Line - Interp Service - \$51.70; Laserline MFG - Laser Guide - \$1,445.00; League Of Kansas - Classified Ad - \$133.90; Lewis And Clark Ford - Water Pump Replaced - \$1,810.37; List Electric - Install Fire Alarm - \$28,209.23; LLRMI - Investigation Training - \$300.00; Longs Propane Service - Propane - \$14.00; Mark's Machinery - Park Supplies - \$190.21; McGrath North - Professional Services - \$1,617.00; McLeod's Printing - Traffic Citations - \$131.49; McMaster-Carr - Inlet Air Lift Solenoid - \$289.13; Menard's - Shelter Repairs-Siding - \$3,979.29; Merchant/Erica - Mural Restoration - \$5,480.00; Merkel Electric - Rewire Ceiling Lights - \$163.08; MidAmerican Energy - Fuel - \$31,319.89; MidAmerican Energy - Fuel - \$11,883.77; Midwest Alarm Company - Testing Services - \$691.00; Midwest Tape - Av - \$717.76; Midwest Tire And Muffler -

Tires - \$1,659.23; Millennium Recycling - Single Stream - \$4,502.40; Millerbernd Manufacturing - Light Poles - \$8,061.00; Minnesota Life Insurance - Life Insurance - \$593.18; Miracle Recreation Equipment - Westside Park Equipment - \$15,106.16; Morrow/Joseph C. - Design Work - \$4,710.00; Napa Auto Parts - V Belt - \$137.22; Nartec - Drug Field Tests-100 - \$99.49; National Association - School Resource OFC Assc - \$40.00; NBS Calibrations - Balance Calibration - \$329.00; Nebraska DOR - WH Income Tax - Ne Income Tax - \$653.68; Northern Tool - Scaffolding - \$266.35; Northtown Automotive - Service - \$67.55; Northwestern Energy - Electricity - \$89,948.68; Observer - Ad - \$96.00; O'Connor Company - Digester Mau Blower - \$526.67; Officesupply.Com - Evidence Storage Boxes - \$191.49; Olson's Pest Technician - Pest Control - \$90.00; O'Reilly Auto Parts - Alternator/Belt - \$404.80; Overdrive Distribution - Ebooks - \$2,027.24; Overhead Door Co - Repairs - \$149.35; PayPal - Computers Cad - \$256.53; Peace Officers Assn/SD - SDPOA Memberships - \$150.00; Peterka/Kristine - Employee Appreciation - \$252.75; Peterson/Sharlotte - Swimsuit Uniform - \$100.00; PFS Healthworks - CDL Testing - \$201.00; Pitney Bowes PBP - Postage - \$200.00; Police Chiefs' Assn - Professional Services - \$196.00; Press Dakota Mstar Solutions - Ad - \$182.89; Prime Video - Supplies - \$10.64; Principal Life Insurance - Dental Insurance Premium - \$6,726.95; Provantage - Data Wiring - \$1,714.00; Q Appraisals - Professional Services - \$500.00; RDG Planning & Design - Professional Services - \$3,262.56; Retirement, SD - SDRS Contributions - \$85,445.83; Retirement, SD System - 401(A) Special Pay - \$19,123.48; Riverside Hydraulics - Hydraulic Hoses - \$310.27; Robertsharp - Website - \$702.00; Ron's Auto Glass Repair - Replace Windshield - \$430.00; Rothenberger/Monty - Per Diem - \$111.00; Saber Shred Solutions - Tire Disposal - \$15,617.80; Sanitation Products - Parts - \$665.25; Schrecht - TID Reimbursement - \$16,415.21; SD Dept Of Health - Lab Testing - \$10,932.00; SD Police Chief Assoc. - Memberships - \$175.02; SD Water & Wastewater - SDWWA Conference - \$124.00; SDSRP - SD Supplemental Retire - \$13,139.00; SDSU Igrow - Training - \$20.00; Sherwin Williams - Cemetery Tools - \$749.45; Shur-Co - Roll Pipe - \$186.07; Sign Solutions - Signs - \$16,944.28; Slowey Construction - FEMA Demolition - \$35,620.00; Smith Insurance Inc./Mt & RC - Notary Insurance - \$80.00; Southeast SD SHRM - Membership Dues - \$25.00; Sturdivant's - Filters - \$808.15; Suing/Elizabeth - CDL Reimbursement - \$180.00; Termansen/Tanner - CDL Reimbursement - \$130.00; The Collision Center - Truck Repair - \$1,682.60; The Lifeguard Store - Uniforms - \$3,326.82; The Ups Store - Selenium Test Shipping - \$269.19; Third Millennium Association - Utility Billing - \$654.13; Tractor Supply Co - K-9 Carona Dog Food - \$146.47; Traffic Safety Warehou - Event Road Blocks - \$2,637.00; Trittech Forensics - Crime Scene Pros Course - \$599.00; TRK Hosting - Web Hosting - \$7.95; Truck Trailer Sales - Landing Gear - \$2,064.80; U.S. Post Office-Util - Utility Billing Postage - \$2,142.99; Ubersignal.Com - Cell Signal Booster - \$1,554.99; UKG Workforce Ready - Payroll/Hr/Tlm Software - \$2,033.25; United Laboratories - Paint - \$738.10; United States Postal Service - Postage Meter - \$558.48; United States Treasury - Federal Withholding Tax - \$165,851.20; United Way - United Way - \$122.00; University Of St Thomas - Lost Book - \$150.00; Us Bank Equipment Finance - Copier Lease - \$368.09; Us Bank Spa Lockbox Cm9695 - Drinking Water C462038-6 - \$897,256.90; USPS Po - Mail Evidence - \$168.59; Vast broadband - Phone - \$191.51; Vast broadband -Vexus - Internet Service - \$3,533.30; Verizon - Lab Supplies - \$1,034.18; Verizon - Internet Access - \$1,124.47; Viddler Inc. - Video Hosting - \$41.49; Vistaprint - Office Supplies - \$127.77; Wall St Journal - Newspaper Subscription - \$634.88; Wal-Mart - Pens, Batteries - \$112.21; Wal-Mart - Cleaning Supplies - \$311.58; Wasp Barcode Technology - Evidence Labels - \$94.99; Watchguard Video - Body Cam DVR - \$480.00; Watchguard Video - Software Maintenance - \$4,950.00; Xerox Financial Services - Copies - \$1,530.85; Yankton County Auditor - Cost Component - \$15,740.81; Yankton Development Enterprise - TID Reimbursement - \$24,509.64; Yankton Fire & Safety Co - Fire Safety Inspections - \$1,519.25; Yankton Medical Clinic - Pre Employment Physicals - \$1,104.00; Yankton Rexall Drug -

Imaginary Play Area - \$134.06; Yankton Sharp Shooters - Range Membership Dues - \$1,250.00; Yankton Thrive - Retirement - \$300.00; Yankton Thrive - TID Reimbursement - \$282,867.25; Yankton Vol Fire Department - Fire Calls-Jan/Feb - \$1,800.00; Yankton Winnelson Co - Water Fountain Filter - \$131.34; Yanktonmediainc - Ad Publication - \$551.46; Ykt Janitorial & Dt Sc - Janitorial Supplies - \$554.10

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

Salaries by Department: February 2022:

Administration \$51,995.09; Finance \$37,206.68; Community Development \$28,496.55; Police/Dispatch \$212,920.81; Fire \$17,259.76; Engineering / Sr. Citizens \$42,607.33; Streets \$51,097.30; Traffic Control \$3,541.50; Library \$33,188.18; Parks / Sac \$80,040.67; Marne Creek \$4,337.54; Water \$43,568.90; Wastewater \$43,538.30; Cemetery \$4,630.13; Solid Waste \$26,499.61; Landfill / Recycle \$23,915.02; Central Garage \$8,513.08

New Hires: Recreation Dept: Receptionists at \$11 hr; Sophia Lobo Paes, Jaycee Fischer, Jordyn Fischer; Jaycee Fischer, Official, \$25/game. Library: Sarah Hart, Circulation Asst, \$11 hr.

Wage Changes: Police Dept: Jeremy Olson, School Resource Officer \$2288.84 to \$2349.73 bi-weekly.

SAC Seasonal Bonus: Johannah DeVries \$45; Rori Schmidt \$45; Carole Kling \$45; Jana Greenfield \$45.

Mayor Moser read a proclamation of March 2022 as a month celebrating the 50th anniversary of the Older American’s Act Nutrition Program and a proclamation of March 2022 as Social Work Month.

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

There were no public appearances at that time.

Action 22-57

Moved by Commissioner Benson, seconded by Commissioner Miner, to approve the following consent agenda items:

1. Work Session

Setting date of March 28, 2022, at 6:00 pm in Room #114 of the Career Manufacturing Technical Education Academy for the next work session of the Yankton City Commission

2. Establish public hearing for sale of alcoholic beverages

Establish March 28, 2022, as the date for the public hearing on the request for a Special Events Malt Beverage (on-off sale) License for 1 day, August 5, 2022, from Utica Hall/Rueb, LLC d/b/a Utica Hall, 801 McCarthy Street, Utica, SD at 4-H Fair Grounds, 901 Whiting Drive, Yankton, SD.

3. Establish public hearing for sale of alcoholic beverages

Establish March 28, 2022, as the date for the public hearing on the request for a Special Malt Beverage (on-sale) Retailers License for 2 day, August 19-20, 2022, from Yankton Rodeo Association (Douglas O Hevle, President), Rodeo Grounds, 404 Paddle Wheel Drive, Yankton, S.D.

4. Mayor's Appointments to Consolidated Board of Equalization

Consideration of Memorandum #22-48 recommending approval of the Mayor's Appointments to the Consolidated Board of Equalization of Commissioners Benson, Johnson, Maibaum and Villanueva as an alternate.

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

Action 22-58

Todd Larson, Director of Parks and Recreation and City Events, gave a brief description of the changes in the proposed 5 Year Agreement with GreatLife Golf and Fitness. Jason Sudenga, Vice President of GreatLife Golf and Fitness, and Nick Ovenden, President of GreatLife Golf and Fitness, were also present to answer questions and discuss the proposed agreement.

Moved by Commissioner Johnson, seconded by Commissioner Benson, to approve the five-year lease, 2023 -2027, with GreatLIFE Golf and Fitness for golf operations at Fox Run Golf Course.

(Memorandum 22-43)

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

Action 22-59

Moved by Commissioner Villanueva, seconded by Commissioner Webber, to approve the Election Workers and their compensation for the April 12th, 2022 Combined Municipal and School District Election. (Memorandum 22-40)

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

Action 22-60

Moved by Commissioner Benson, seconded by Commissioner Miner, to authorize the City Manager to sign the Memorandum of Understanding Related to a 2013 Sales Tax Reimbursement Agreement.

(Memorandum 22-42)

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

Action 22-61

Moved by Commissioner Villanueva, seconded by Commissioner Benson, to approve Resolution 22-09. (Memorandum 22-41)

RESOLUTION 22-09

WHEREAS, the City of Yankton owns an approximate 1.48 acre parcel in the east industrial area, and

WHEREAS, Brad Rehfeldt representing Harvey Louis, LLC has offered \$37,000 to purchase the site, and

WHEREAS, the Yankton Board of City Commissioners desires to sell the below described land for the long term goal of community and economic development.

NOW, THEREFORE BE IT RESOLVED by the Board of City Commissioners of the City of Yankton, South Dakota, that they hereby agree to transfer the below described property, subject to all provisions of the associated “Real Estate Purchase Agreement” to Yankton Thrive for the purpose of sale to Brad Rehfeldt, Harvey Louis, LLC, and

BE IT FURTHER RESOLVED that the City Manager is authorized to execute all documents associated with the described transfer.

The North One Half (N1/2) of the Southwest Quarter (SW1/4) lying northwesterly of the Railroad all in Section Nine (9), Township Ninety-three (93) North, Range Fifty-five (55) West of the 5th P.M., City and County of Yankton, South Dakota.

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

Action 22-62

Moved by Commissioner Miner, seconded by Commissioner Webber, to approve Resolution 22-10. (Memorandum 22-44)

RESOLUTION 22-10

BRIDGE RE-INSPECTION PROGRAM RESOLUTION FOR USE WITH SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION (SDDOT) RETAINER CONTRACT

WHEREAS, Title 23, Section 151, *United States Code* and Title 23, Part 650, Subpart C, *Code of Federal Regulations*, requires initial inspection of all bridges and re-inspection at intervals not to exceed two years with the exception of reinforced concrete box culverts that meet specific criteria. These culverts are re-inspected at intervals not to exceed four years.

THEREFORE, the City of Yankton is desirous of participating in the Bridge Inspection Program using Bridge Replacement funds.

The City of Yankton requests SDDOT to hire Banner Associates, Inc. (Consulting Engineers) for the inspection work. SDDOT will secure Federal approvals, make payments to the Consulting Engineer for inspection services rendered, and bill the City for 20% of the cost. The City of Yankton will be responsible for the required 20% matching funds.

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

Action 22-63

This was the time and place for the bid opening for the Annual Supply of Liquid Asphalt for the Department of Public Works, Street Division. One bid was received and opened on March 3rd, 2022 at 3:00 p.m. (Memorandum 22-46)

Moved by Commissioner Brunick, seconded by Commissioner Villanueva, to award Jebro, Inc. of Sioux City, Iowa, for the AC Grade Asphalt at \$663.80 ton, MC 70 Grade Asphalt at \$3.73 per gallon, RC800 Grade Asphalt at \$3.86.

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

Motion adopted.

Action 22-64

This was the time and place for the bid opening for the Annual Supply of Bituminous Mix for the Department of Public Works, Street Division. One bid was received and opened on March 3rd, 2022 at 3:00 p.m. (Memorandum 22-47)

Moved by Commissioner Schramm, seconded by Johnson, to award the Annual Supply of Bituminous Mix contract to Concrete Materials of Sioux Falls, South Dakota, Yankton, South Dakota Plant at the price of \$74.00 per ton.

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

Motion adopted.

Action 22-65

Moved by Commissioner Webber, seconded by Commissioner Miner, to approve the purchase of a new Kubota RTV for \$19,263.22 from Marks Machinery of Yankton, South Dakota based on the Sourcewell bid contract. (Memorandum 22-45)

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

Motion adopted.

Moved by Commissioner Villanueva, seconded by Commissioner Johnson, to adjourn into Executive Session at 7:58 p.m. to discuss **contractual, litigation and personnel matters** under SDCL 1-25-2.

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

Motion adopted.

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

Roll Call: Present: Commissioners Benson, Brunick, Johnson, Maibaum, Miner, Schramm, Webber and Villanueva. City Attorney Den Herder and City Manager Leon were also present.

Quorum present.

Action 22-66

Moved by Commissioner Johnson, seconded by Commissioner Villanueva, to adjourn at 9:30 p.m.

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

Motion adopted.

March 14th, 2022

Page 8

Stephanie Moser
Mayor

ATTEST:

Al Viereck
Finance Officer



OFFICE OF THE CITY MANAGER

www.cityofyankton.org

VOL. 57 NUMBER 6

Commission Information Memorandum

The Yankton City Commission meeting on Monday, March 28, 2022 will begin at 7:00 pm.

Non-Agenda Items of Interest

1) Community & Economic Department Update

Conservation work on the City Hall murals has been completed. Staff have heard feedback from visitors that the cleaned and repaired murals are more vivid. A time lapse video of the work is available at: <https://www.youtube.com/embed/4W0FVIFUV6A?vq=hd1080> The artist also captured a closeup video of a section of her work available at: <https://youtu.be/LOv9i3o4NPA>

The annual street and sidewalk tree clearance efforts began last fall, and the overwhelming majority of properties were voluntarily brought into compliance with the 12 foot clearance over streets and 10 foot clearance over sidewalks. Recently, City staff working with a contractor completed street and sidewalk tree trimming at those properties that remained out of compliance after receiving two notices. Those properties will receive an invoice for the cost of the abatement.

2) Parks and Recreation Department Update

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

3) Finance Department Update

As a reminder, the deadline for voter registration for the April 12th combined municipal and school district election is Monday, March 28, 2022. Absentee voting will begin on March 28th and end on April 11th at 5 p.m. Absentee voting will be available at the City Hall gym and the Yankton School Administration Building from 8 a.m. to 5 p.m. during the Monday thru Friday work week. A mail-in absentee ballot may be requested by submitting a South Dakota Absentee Ballot Application Form with a copy of an acceptable ID, such as a driver's license. Please download this application at sdsos.gov/elections-voting/voting/absentee-voting.aspx or stop outside the Finance Office to pick up and turn in this form.

There will be two municipal vote centers for the April 12th election. They will be located at Yankton City Hall and the North Fire Station. Voters will be able to cast their ballot at either one of the designated vote centers between 7 a.m. to 7 p.m.

4) Police Department Update

Our new officers continue to make a great impression on the citizens of Yankton. Officer Marcus Urban recently received a thank you from a citizen who had some items stolen. Officer Urban was able to find a suspect and recover the tools for this citizen. It's always great to see a situation get resolved successfully.

Commander Rothenberger and Brandt took a trip to Pierre to pick up our newest patrol car. This car was ordered last year to replace a vehicle that was damaged in a motor vehicle collision last year. Guardian fleet services will be picking up this vehicle later this week to outfit it with all the police gear.

School Resource Officer Jeremy Olson and Skyler Russenberger attended Teacher In-service training regarding drug and human trafficking, SRO Russenberger and Olson also spoke with the teachers about their roles as School Resource Officers. On 3/21/22 they attended Threat assessment and planning training, at USD.

Commander Rothenberger is working with Central Square on getting the E-Ticket Software installed and a plan for training officers to use the program.

5) Fire Department Update

The Fire Department has submitted a Homeland Security grant application for radios. We should learn whether we were successful, in the near future.

The volunteers remain busy with grass fires and a recent structure fire. Luckily, we haven't had any major equipment or apparatus break to the point that we were without them. The minor issues that we have had were fixed in house and we were able to keep them in service.

John Kraft has been selected to serve as a captain for the volunteers.

6) Information Services Department Update

Scheduled go live date for the updated website is May 2. We are working with Granicus to finalize the sitemap and complete the scripted migration of the current site. The majority of the changes to the site will be cosmetic. We have been working to simplify the navigation menu and weed stale content prior to migration. Attached is a draft copy of the 2023 budget timeline. Budget worksheets will be distributed to departments to begin work on 2023's budget in April.

We completed some preliminary tests with the portable 911 call answering, radio and CAD systems on March 17th. We were able to successfully answer test 911 calls but are still working out a few configuration issues with the contractor. We are the first agency to implement this type of solution among all of their customers.

7) Library Update

We are excited to see increased attendance at in person activities as Covid numbers decrease. We were able to time our annual Oscar movie marathons with new releases and had good audiences. A patron generously donated funds to purchase refreshments so it was also a low cost event – win win! Upcoming events include Soap Making, a Tiny Art Workshop and Show, and Bingo for a Book. We have seen libraries all around the country joining in with the trend of the Tiny Art Show. The library will be supplying 4x4 canvases and paint to create the artwork. Our teen group created tiny easels from popsicle sticks to display the creations during National Library Week, April 3-9 and we will be inviting viewers to vote for their favorite. You can see more info about the Wayne Nebraska Public Library's Mini Art Exhibition here: <https://thewayneherald.com/stories/wayne-public-library-debuts-second-annual-mini-art-exhibition,9873>

The Friends of the Library will host a book sale from March 31-April 3. Their successful sales help fund events and purchases for the library. They recently helped purchase toys for our refurbished dramatic play station and will also be sponsoring all of our summer performers.

Thanks to the Yankton Police Department, library staff and board members will be participating in active shooter training on April 13. This is valuable education and helps to fulfill certification requirements for both library staff and the board.

Victoria Caine, Youth Services Librarian, will be leaving us on April 22. We wish her the best. Victoria has been working hard to have summer plans in place in order to have as smooth of a transition as possible. The hiring process for her replacement is in progress.

8) Public Works Department Update

Street department staff continue to perform winter maintenance projects on equipment and the streets. Crews have also been repairing gravel alleys and addressing potholes in the streets. Due to the mild weather, the street sweeper has also been in operation.

Airport staff recently advertised a request for proposals for aircraft maintenance services at the Chan Gurney Municipal Airport and one proposal was received. Staff have reviewed the proposal with the applicant, as well as the Airport Advisory Board, and are now in process of drafting an agreement. Once the draft agreement is finalized, it will be placed on a future Commission agenda for approval. Engineering has been busy finalizing plan sets for this year's street reconstruction projects and currently have 3 projects advertised for bids: Whiting Drive, 5th Street, and the Summit/21st Street/WCLR project. Bid openings, for each, are scheduled for the end of March and April.

Staff will be completing a survey, on the airport parking lots and east access, to help prepare plans for replacement. KLJ has completed the Rehabilitate and Remark Taxiway A project plan documents. The project is currently being advertised for bids with an April bid opening. The project consists of joint sealant removal and replacement, concrete repairs, crack repair and new pavement marking on Taxiway A.

There are two locations, Summit Street by Westside Park and 19th Street from Walnut to Douglas, that have been designated as Active Transportation Projects. Staff will survey these areas to collect the necessary information to finalize plans.

The Annual Yankton Citywide Cleanup is scheduled to begin on Saturday, March 19, 2022 through Saturday, April 16, 2022. City of Yankton residents, on solid waste collection routes, may dispose of eligible items free of charge at the Transfer Station (1200 W. 23rd Street) during normal operating hours: Monday-Friday 8:00AM-3:45PM and Saturday 8:00AM-11:45 AM.

Curbside collection is scheduled to begin on April 4, 2022. No items may be placed curbside prior to March 26, 2022. Please note that drop off and curbside collection is available only to residential customers on regular city garbage collection routes. As a reminder, items not eligible for disposal include tires, grass clippings, leaves, recyclables, refrigerator, air conditioners, dehumidifiers, paint, chemicals or household hazardous waste, oils, and batteries.

Motor oil may be taken to the transfer station and disposed of free of charge year around. Please place solid waste and recycle roll carts for regular collection at your normal collection point and away from piles. For more information, please visit our website www.cityofyankton.org or call 605-668-5211.

9) Monthly reports

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

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

Sincerely,

Amy Leon
City Manager

FINANCE MONTHLY REPORT

Activity	FEBRUARY 2022	FEBRUARY 2021	FEB 2022 YTD	FEB 2021 YTD
UTILITY BILLING:				
Water				
Water Sold (in gallons per 1,000)	42,209 M	38,614 M	85,509 M	79,121 M
Water Billed	\$495,776.15	\$462,541.18	\$973,643.60	\$943,425.17
Basic Water Fee/Rate per 1000 gal.	\$27.51/6.30	\$27.51/6.30		
Number of Accounts Billed	5,431	5,376	10,862	10,762
Number of Bills Mailed	5,431	5,376	10,862	10,762
Total Meters Read	5,907	5,851	11,811	11,696
Meter Changes/pulled	5	11	10	15
Total Days Meter Reading	1	1	2	2
Misreads found prior to billing	0	0	0	0
Customers requesting Rereads	0	0	0	0
Sewer				
Sewer Billed	\$348,923.76	\$332,397.76	\$685,223.80	\$664,816.75
Basic Sewer Fee/Rate per 1000 gal.	\$11.22/\$6.80	\$11.22/6.80		
Solid Waste				
Solid Waste Billed	\$108,749.23	\$107,435.73	\$217,585.83	\$215,378.34
Basic Solid Waste Fee	\$23.61	\$23.61		
Tax Billed	\$7,028.20	\$6,942.98	\$14,062.20	\$13,918.98
Misc. Billed	\$810.00	\$1,023.00	\$1,320.00	\$1,773.00
Total Utility Billing:	\$961,287.34	\$910,340.65	\$1,891,835.43	\$1,839,312.24
Adjustment Total:	(\$30.00)	\$53.37	(\$70.00)	(\$197.98)
Misread Adjustments	\$0.00	\$0.00	\$0.00	\$0.00
Other Adjustments	\$0.00	\$193.37	\$0.00	\$62.02
Penalty Adjustments OFF	(\$80.00)	(\$140.00)	(\$130.00)	(\$270.00)
Penalty Adjustments ON	\$50.00	\$0.00	\$60.00	\$10.00
New Accounts/Connects	53	52	101	95
Accounts Finaled/Disconnects	38	40	98	113
New Accounts Set up	4	6	7	13
Delinquent Notices	388	374	768	728
Doorknockers	140	120	239	218
Delinquent Call List	47	72	79	122
Notice of Termination Letters	5	18	11	23
Shut-off for Non-payment	4	6	7	10
Delinquent Notice Penalties	\$3,880.00	\$3,740.00	\$7,680.00	\$7,280.00
Doorknocker Penalties	\$1,400.00	\$1,200.00	\$2,390.00	\$2,180.00
Other Office Functions:				
Interest Income	\$9,958.10	\$15,406.81	\$20,842.08	\$32,790.60
Interest Rate-Checking Account	0.40%	0.39%		
Interest Rate-CDs	N/A	N/A		
# of Monthly Vendor Checks	90	123		
Payments Issued to Vendors	\$1,687,633.65	\$ 1,011,747.08	\$4,001,522.79	\$ 3,925,329.87
# of Employees on Payroll	181	177		
Monthly Payroll*	\$486,464.21	\$ 458,057.02	\$1,010,030.61	\$ 945,118.38

SUMMIT ACTIVITIES CENTER and RECREATION PROGRAMS

- SAC member attendance for March 1-15 – 1,785 visits
(2021- 1,074; 2020- closed for Covid; 2019- 3,362 visits; 2018- 3,424 visits)
- New Members Joined– 67
(2021- 31 people; 2020- closed for Covid; 2019- 57 new members; 2018- 62 people)
- **Summit Activities Center Membership Information:**
 - Active & Fit/Renew Active/Silver Sneakers – 55
 - City of Yankton Single – 49
 - Firefighter Single - 26
 - 10 Use Punch card – 51
 - Individual Annual – 266
 - Individual Corporate – 28
 - Individual EFT – 45
 - Individual Monthly – 175
 - Radio Single – 24
 - Total # of Active Members – 719**
- **Total Aquatics Center passes sold for 2022: 618 (408 in 2021).**
- The Recreation Staff have begun working on a digital summer recreation brochure for 2022.
- Women’s volleyball leagues concluded. 19 teams participated.
- Men’s volleyball league concluded. 5 teams participated.
- Co-ed volleyball league concluded. 17 teams participated.
- Men’s basketball league concluded. 11 teams participated.
- Monday, March 7 – Friday, March 18. SAC pool closed for cleaning and maintenance. The new pool boiler is to be installed starting the week of March 21.

- Prime Time Senior Class- 42 participants
- Tabata- 58 participants
- Water Aerobics Class- 47 participants
- Work Out Express- 14 participants
- Zumba- 17 participants
- Birthday party rentals at the SAC- 3 rentals.
- Auxiliary Gym/Main Gym rentals- 0 rentals.
- Theater Rentals- 12 hours.
- Meeting Room Rentals- 8 hours.
- City Hall Rentals- 5 hours.

Capital Building Rentals

- Days Rented – 2 Dates

Park Shelter Rentals

- Riverside- 0 Rentals
- Memorial – 0 Rentals
- Westside – 0 Rentals
- Rotary – 0 Rentals
- Sertoma – 0 Rentals
- Tripp – 0 Rentals
- Meridian Bridge – 0 Rentals

Brittany LaCroix has begun evaluating musical acts for the 2022 season of Music at the Meridian. Brittany is planning Saturdays in the Park for the summer of 2022.

Brittany is working on the fireworks order for July 4. Brittany is planning on having the fireworks display from the upper deck of the Meridian Bridge.

Brittany L. is planning for the Saturday morning event series to take place on the green space south of the play area in Fantle Memorial Park again this summer. The event series will take place in June to avoid the heat that was experienced on Saturday mornings in July in 2021. Times for the Saturday morning events will be 9:30am to 11:30am so it is right before the aquatics facility opens for the day at 11:30am. Brittany is collaborating with the library and some other organizations in the community for this special event series.

Brittany LaCroix and the City's IT Department are working to create an on-line electronic application for special events.

PARKS

Todd is working with Matt Evans on skate park equipment and improvements. There is an Eagle Scout Project in the works for this as well so Todd and Matt will be working with the young man to help plan, fund, and organize a work group to complete projects at the skate park this spring and summer.

Todd and Brian Frick are working with the Friends of Sertoma Park group to re-grade all four agri-lime fields in the month of April prior to this year's playing season. The Friends group is working on fund-raisers to help fund improvements at the four fields in Sertoma Park. There is also an effort to put up shade tarps over the bleachers at each of the four fields. The shade tarps would be similar to what was done on the two north fields at Sertoma Park.

With the nice day time temperatures, we will start to get requests for restrooms to be opened up in the parks system. Forecasted night time temperatures are the determining factor on turning on water in the parks and not day time temperatures. So, we will be monitoring the 10-day forecast and will start to turn on water in the parks system as the forecast allows. The majority of the brick and concrete restroom

buildings in our parks systems do not have any heat in them. Those type of buildings stay cold long into spring and it can easily freeze water pipes if turned on too early.

The Parks Department has applied for a Wellmark Grant to help with the new play structure and walking trails in Westside Park. Funding announcements will be made April 29, 2022.

The Parks Department is beginning to prepare for 2022 Capital purchases.

Joint Powers Solid Waste Authority
Financial Report Thru February 28, 2022

Description	Yankton Transfer	Vermillion Landfill	Total Joint	2 Month Budget	Legal 2022 Budget
Joint Power Transfer/Landfill					
<i>Total Revenue</i>	\$197,621.28	\$126,127.18	\$323,748.46	\$393,896.67	\$2,363,380.00
<i>Expenses:</i>					
Personal Services	47,155.18	54,438.24	101,593.42	132,756.00	796,536.00
Operating Expenses	60,258.25	78,751.43	139,009.68	160,758.83	964,553.00
Depreciation (est)	26,955.08	43,582.20	70,537.28	75,949.33	455,696.00
Trench Depletion	0.00	33,458.39	33,458.39	39,833.33	239,000.00
Closure/Postclosure Resrv	0.00	1,674.26	1,674.26	4,166.67	25,000.00
Amortization of Permit	0.00	269.42	269.42	250.00	1,500.00
<i>Total Operating Expenses</i>	134,368.51	212,173.94	346,542.45	413,714.17	2,482,285.00
<i>Non Operating Expense-Interest</i>	0.00	8,933.51	8,933.51	13,107.67	78,646.00
<i>Landfill Operating Income</i>	63,252.77	(94,980.27)	(31,727.50)	(32,925.17)	(197,551.00)
Joint Recycling Center					
<i>Total Revenue</i>	0.00	34,035.97	34,035.97	16,750.00	100,500.00
<i>Expenses:</i>					
Personal Services	0.00	32,811.35	32,811.35	41,496.33	248,978.00
Operating Expenses	0.00	7,763.85	7,763.85	21,825.00	130,950.00
Depreciation (est)	0.00	4,685.76	4,685.76	6,333.33	38,000.00
<i>Total Operating Expenses</i>	0.00	45,260.96	45,260.96	69,654.67	417,928.00
<i>Non Operating Expense-Interest</i>	0.00	0.00	0.00	0.00	0.00
<i>Recycling Operating Income</i>	0.00	(11,224.99)	(11,224.99)	(52,904.67)	(317,428.00)
<i>Total Operating Income</i>	\$63,252.77	(\$106,205.26)	(\$42,952.49)	(\$85,829.83)	(\$514,979.00)
Tonage in Trench:	<i>2/28/2021</i>	<i>2/28/2022</i>			
Asbestos	110.53	8.41	8.41	8.33	50.00
Centerville	43.75	33.50	33.50	183.33	1,100.00
Beresford	0.00	0.00	0.00	233.33	1,400.00
Clay County Garbage	1,917.92	2,066.31	2,066.31	2,416.67	14,500.00
Elk Point	156.48	150.93	150.93	43.33	260.00
Yankton County Garbage	3,399.88	3,321.72	3,321.72	3,983.33	23,900.00
<i>Total Tonage in Trench</i>	5,628.56	5,580.87	5,580.87	6,868.33	41,210.00
Operating Cost per ton			\$62.09	\$62.14	\$62.14

This report is based on the following:

Revenue accrual thru February 28, 2022

Expenses cash thru February 28, 2022 with March bills

Joint Powers Solid Waste Authority
Financial Report Thru February 28, 2022

Description	Yankton Transfer	Vermillion Landfill	Total Joint	2 Month Budget	Legal 2022 Budget
Source of Funds					
<i>Beginning Balance</i>	(\$472,259.00)	\$2,906,126.00	\$2,433,867.00	\$1,785,196.00	\$1,785,196.00
<i>Operating Revenue:</i>					
Net Income	63,252.77	(106,205.26)	(42,952.49)	(85,829.83)	(514,979.00)
Depreciation	26,955.08	48,267.96	75,223.04	82,282.67	493,696.00
Trench Depletion	0.00	33,458.39	33,458.39	39,833.33	239,000.00
Amortization of Permit	0.00	269.42	269.42	250.00	1,500.00
<i>Non Operating Revenue:</i>					
Grant	0.00	0.00	0.00	0.00	0.00
Loan Proceeds	0.00	0.00	0.00	0.00	0.00
Contributed Capital	0.00	0.00	0.00	833.33	5,000.00
Sale Proceeds	0.00	0.00	0.00	0.00	0.00
Comp. for Loss & Damage	6,724.91	0.00	6,724.91	0.00	0.00
Fire Related Expenses	0.00	0.00	0.00	0.00	0.00
Interest	0.00	562.73	562.73	833.33	5,000.00
<i>Cash Flow Transfer:</i>					
Joint Power Transfer/Landfill	(114,008.12)	114,008.12	0.00	290,000.00	1,740,000.00
Joint Recycling Center	0.00	0.00	0.00	0.00	0.00
<i>Total Funds Available</i>	<u>(489,334.36)</u>	<u>2,996,487.36</u>	<u>2,507,153.00</u>	<u>2,113,398.83</u>	<u>3,754,413.00</u>
Application of Funds Available					
<i>Joint Power Transfer/Landfill</i>					
Equipment	110,067.41	0.00	110,067.41	136,333.33	818,000.00
Trench	0.00	0.00	0.00	0.00	0.00
Closure/Postclosure Cash Res.	0.00	1,674.26	1,674.26	4,166.67	25,000.00
<i>Joint Recycling Center</i>					
Equipment	0.00	0.00	0.00	9,500.00	57,000.00
<i>Payment Principal</i>	0.00	18,385.70	18,385.70	57,123.83	342,743.00
<i>Appropriation to Reserve</i>	0.00	0.00	0.00	0.00	0.00
<i>Total Applied</i>	<u>110,067.41</u>	<u>20,059.96</u>	<u>130,127.37</u>	<u>207,123.83</u>	<u>1,242,743.00</u>
<i>Ending Balance</i>	<u>(\$599,401.77)</u>	<u>\$2,976,427.40</u>	<u>\$2,377,025.63</u>	<u>\$1,906,275.00</u>	<u>\$2,511,670.00</u>

Joint Power Transfer/Landfill	Yankton	Vermillion	Total	2 Month	Legal
Description	Transfer	Landfill	Joint	Budget	2022 Budget
<i>Revenue: (accrual)</i>					
Asbestos	\$0.00	\$546.66	\$546.66	\$1,000.00	\$6,000.00
Elk Point	0.00	7,999.29	7,999.29	10,400.00	\$62,400.00
Centerville	0.00	1,775.50	1,775.50	2,296.67	13,780.00
Beresford	0.00	0.00	0.00	0.00	0.00
Clay County Garbage	0.00	113,154.99	113,154.99	137,500.00	825,000.00
Compost-Yd Waste-Wood	0.00	348.83	348.83	1,583.33	9,500.00
Contaminated Soil	0.00	92.81	92.81	1,250.00	7,500.00
White Goods	0.00	239.50	239.50	1,000.00	6,000.00
Tires	0.00	1,316.00	1,316.00	833.33	5,000.00
Electronics	0.00	653.60	653.60	1,000.00	6,000.00
Other Revenue	0.15	0.00	0.15	2,516.67	15,100.00
Cash long	0.00	0.00	0.00	0.00	0.00
Rubble	3,935.48	0.00	3,935.48	8,666.67	52,000.00
Transfer Fees	192,982.88	0.00	192,982.88	225,000.00	1,350,000.00
Metal	702.77	0.00	702.77	833.33	5,000.00
Other Operational - Solid Waste	0.00	0.00	0.00	16.67	100.00
Total Revenue	197,621.28	126,127.18	323,748.46	393,896.67	2,363,380.00
<i>Expenses: (cash)</i>					
Personal Services	47,155.18	54,438.24	101,593.42	132,756.00	796,536.00
Insurance	0.00	0.00	0.00	5,438.00	32,628.00
Professional Service/Fees	16,463.89	16,693.40	33,157.29	30,000.00	180,000.00
Non Professional Fees	0.00	0.00	0.00	0.00	0.00
Processing- Reduction	0.00	0.00	0.00	1,666.67	10,000.00
State Fees	0.00	5,580.87	5,580.87	7,750.00	46,500.00
Professional - Legal/Audit	0.00	0.00	0.00	458.33	2,750.00
Publishing & Advertising	0.00	0.00	0.00	466.67	2,800.00
Rental	0.00	0.00	0.00	83.33	500.00
Hauling fee	0.00	0.00	0.00	0.00	0.00
Equipment repair	56.35	16,647.35	16,703.70	10,166.67	61,000.00
Motor vehicle repair	0.00	1,555.60	1,555.60	4,000.00	24,000.00
Vehicle fuel & maintenance	24,148.00	4,432.61	28,580.61	35,000.00	210,000.00
Equip, Mat'l & Labor	6,299.86	0.00	6,299.86	10,833.33	65,000.00
Building repair	1,067.54	852.79	1,920.33	4,000.00	24,000.00
Facility repair & maintenance	0.00	9,009.43	9,009.43	5,833.33	35,000.00
Postage	78.31	2.82	81.13	141.67	850.00
Office supplies	16.09	88.19	104.28	583.33	3,500.00
Copy supplies	0.00	1.43	1.43	62.50	375.00
Uniforms	0.00	1,312.44	1,312.44	1,083.33	6,500.00
Small Tools & Hardware	0.00	0.00	0.00	41.67	250.00
Travel & Training	0.00	403.35	403.35	750.00	4,500.00
Operating supply	0.00	14,591.13	14,591.13	30,433.33	182,600.00
Electricity	1,463.48	2,114.15	3,577.63	5,166.67	31,000.00
Heating Fuel - Gas	9,888.25	5,139.23	15,027.48	5,416.67	32,500.00
Water	382.94	95.90	478.84	583.33	3,500.00
WW service	160.48	0.00	160.48	216.67	1,300.00
Landfill	47.22	0.00	47.22	50.00	300.00
Telephone	185.84	230.74	416.58	533.33	3,200.00
Depreciation (est)	26,955.08	43,582.20	70,537.28	75,949.33	455,696.00
Trench Depletion		33,458.39	33,458.39	39,833.33	239,000.00
Closure/Postclosure Resrv		1,674.26	1,674.26	4,166.67	25,000.00
Amortization of Permit		269.42	269.42	250.00	1,500.00
Total Op Expenses	134,368.51	212,173.94	346,542.45	413,714.17	2,482,285.00

Joint Power Transfer/Landfill Description	Yankton Transfer	Vermillion Landfill	Total Joint	2 Month Budget	Legal 2022 Budget
<i>Non Operating Expense-Interest</i>	0.00	8,933.51	8,933.51	13,107.67	78,646.00
<i>Bond Issuance Costs</i>	0.00	0.00	\$0.00	0.00	0.00
<i>Operating Income (Loss)</i>	\$63,252.77	(\$94,980.27)	(\$31,727.50)	(\$32,925.17)	(\$197,551.00)
<i>Capital:</i>					
Capital Outlay	\$110,067.41	\$0.00	\$110,067.41	\$136,333.33	\$818,000.00
Landfill Development	0.00	0.00	0.00	12,333.33	\$74,000.00
Capital Lease	0.00	0.00	0.00	0.00	\$0.00
<i>Total Capital Expenditures</i>	\$110,067.41	\$0.00	\$110,067.41	\$148,666.67	\$892,000.00
<i>Grant Reimbursement</i>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<i>Federal Grant thru State</i>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<i>Equipment Sale Proceeds</i>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<i>Cash Flow Transfer</i>	(\$114,008.12)	\$114,008.12	\$0.00	\$0.00	\$0.00
<i>Tonage in Trench:</i>					
Asbestos		8.41	8.41	8.33	50.00
Beresford		0.00	0.00	233.33	1,400.00
Centerville Garbage		33.50	33.50	183.33	1,100.00
Clay County Garbage		2,066.31	2,066.31	2,416.67	14,500.00
Elk Point		150.93	150.93	43.33	260.00
Yankton County Garbage		3,321.72	3,321.72	3,983.33	23,900.00
<i>Total Tonage in Trench</i>		5,580.87	5,580.87	6,868.33	41,210.00
Operating Cost per ton			\$62.09	\$62.14	\$62.14

Joint Recycling Center	Yankton	Vermillion	Total	2 Month	Legal
Description	Transfer	Center	Joint	Budget	2022 Budget
<i>Revenue:</i>					
Tipping Fees	\$0.00	0.00	\$0.00	0.00	0.00
Metal/Tin	0.00	0.00	0.00	416.67	2,500.00
Plastic	0.00	0.00	0.00	2,500.00	15,000.00
Aluminum	0.00	6,946.50	6,946.50	2,666.67	16,000.00
Newsprint	0.00	3,162.45	3,162.45	1,500.00	9,000.00
Cardboard	0.00	23,882.02	23,882.02	7,500.00	45,000.00
High Grade Paper	0.00	0.00	0.00	833.33	5,000.00
Other Material	0.00	45.00	45.00	1,333.33	8,000.00
Contributions/Operating Grants	0.00	0.00	0.00	0.00	0.00
Total Revenue	0.00	34,035.97	34,035.97	16,750.00	100,500.00
<i>Expenses:</i>					
Personal Services	0.00	32,811.35	32,811.35	41,496.33	248,978.00
Insurance	0.00	58.66	58.66	400.00	2,400.00
Professional Service/Fees	0.00	41.10	41.10	83.33	500.00
Hazardous Waste Collection	0.00	0.00	0.00	8,333.33	50,000.00
Professional-Legal	0.00	0.00	0.00	0.00	0.00
Publishing & Advertising	0.00	169.95	169.95	250.00	1,500.00
Rental	0.00	0.00	0.00	0.00	0.00
Equipment repair	0.00	49.50	49.50	1,583.33	9,500.00
Vehicle repair & maintenance	0.00	19.16	19.16	100.00	600.00
Vehicle fuel	0.00	499.68	499.68	833.33	5,000.00
Building repair & maintenance	0.00	573.85	573.85	466.67	2,800.00
Postage	0.00	0.71	0.71	8.33	50.00
Freight	0.00	1,200.00	1,200.00	2,916.67	17,500.00
Office supplies	0.00	88.20	88.20	166.67	1,000.00
Uniforms	0.00	0.00	0.00	125.00	750.00
Materials Purchases	0.00	651.80	651.80	750.00	4,500.00
Travel & Training	0.00	537.80	537.80	333.33	2,000.00
Operating Supplies	0.00	0.00	0.00	1,666.67	10,000.00
Copy Supply	0.00	88.36	88.36	33.33	200.00
Electricity	0.00	943.14	943.14	1,083.33	6,500.00
Heating Fuel-Gas	0.00	2,158.90	2,158.90	791.67	4,750.00
Water	0.00	58.08	58.08	108.33	650.00
WW service	0.00	521.08	521.08	200.00	1,200.00
Telephone	0.00	103.88	103.88	141.67	850.00
Revenue Sharing	0.00	0.00	0.00	1,450.00	8,700.00
Depreciation (est)	0.00	4,685.76	4,685.76	6,333.33	38,000.00
Total Op Expenses	0.00	45,260.96	45,260.96	69,654.67	417,928.00
<i>Non Operating Expense-Interest</i>	0.00	0.00	0.00	0.00	0.00
Operating Income (Loss)	\$0.00	(\$11,224.99)	(\$11,224.99)	(\$52,904.67)	(\$317,428.00)
Capital Outlay	\$0.00	\$0.00	\$0.00	\$9,500.00	\$57,000.00
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 February 28, 2022

Expenses cash thru February 28, 2022 with March bills

2022 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	42,818.80	(37,653.09)	5,165.71	3,001.98	53.37	0.00	8,540.61	8,540.61	42,818.80	(29,112.48)	13,706.32
February	20,433.97	(48,393.67)	(27,959.70)	2,578.89	71.09	0.00	(19,765.60)	(19,765.60)	20,433.97	(68,159.27)	(47,725.30)
Subtotal	63,252.77	(86,046.76)	(22,793.99)	5,580.87	62.09	0.00	(11,224.99)	(11,224.99)	63,252.77	(97,271.75)	(34,018.98)

3/1/2022

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 2021	236.20	525.19	420.65	82.07	23.66	1,051.57	507.40	1,795.17
February 2021	209.71	469.53	428.60	52.03	28.90	979.06	375.91	1,564.68
March 2021	268.59	625.10	504.42	75.16	27.90	1,232.58	537.56	2,038.73
April 2021	278.20	645.30	524.53	64.28	35.94	1,270.05	884.36	2,432.61
May 2021	253.20	652.38	457.22	76.67	28.49	1,214.76	614.82	2,082.78
June 2021	291.90	749.78	530.93	85.89	33.61	1,400.21	562.06	2,254.17
July 2021	284.89	724.18	561.10	74.00	38.61	1,397.89	578.80	2,261.58
August 2021	292.03	674.93	536.59	77.66	34.27	1,323.45	592.98	2,208.46
September 2021	282.22	689.94	507.29	76.85	32.65	1,306.73	588.08	2,177.03
October 2021	257.29	665.67	491.96	63.53	38.04	1,259.20	555.98	2,072.47
November 2021	279.00	668.48	485.90	68.71	31.24	1,254.33	496.57	2,029.90
December 2021	283.07	570.11	445.12	84.57	38.20	1,138.00	432.06	1,853.13
2021 Total	3,216.30	7,660.59	5,894.31	881.42	391.51	14,827.83	6,726.58	24,770.71
January 2022	258.69	515.97	411.98	59.08	29.31	1,016.34	331.11	1,606.14
February 2022	217.91	548.02	370.93	67.84	29.20	1,015.99	304.16	1,538.06
2022 Total	476.60	1,063.99	782.91	126.92	58.51	2,032.33	635.27	3,144.20

CITY OF VERMILLION
LANDFILL TONS

	2022	Art's Garbage	City of Elk Point	Fischer Disposal	Loren Fischer	Herm's Sanitation	Turner County	Vermillion Garbage	Waste Mgmt of Sioux City	Other	2022 Tons
\$53.00 PER TON	Jan	18.45	77.97	192.36	439.25	25.79	16.64	66.39	199.67	217.79	1254.31
	Feb	32.68	72.96	177.91	353.42	27.01	16.86	58.15	180.46	85.39	1004.84
	Mar										0.00
	April										0.00
	May										0.00
	June										0.00
	July										0.00
	Aug										0.00
	Sept										0.00
	Oct										0.00
	Nov										0.00
	Dec										0.00
			51.13	150.93	370.27	792.67	52.80	33.50	124.54	380.13	303.18

	2021	Art's Garbage	City of Elk Point	Fischer Disposal	Loren Fischer	Herm's Sanitation	Turner County	Vermillion Garbage	Waste Mgmt of Sioux City	Other	2021 Tons
\$51.00 PER TON	Jan	26.78	80.53	177.08	491.69	23.71	20.96	58.58	125.47	110.82	1115.62
	Feb	27.53	75.95	163.93	401.90	21.21	22.79	53.88	167.56	78.31	1013.06
	Mar	12.87	102.80	228.01	605.13	30.59	28.11	64.98	170.23	116.10	1358.82
	April	38.29	95.35	208.06	592.76	48.35	26.63	62.06	211.00	259.65	1542.15
	May	29.03	92.80	240.31	664.31	42.35	35.57	60.34	188.88	190.19	1543.78
	June	10.99	92.29	214.10	770.61	54.73	41.94	51.76	186.03	339.63	1762.08
\$53.00 PER TON	July	22.00	96.64	213.24	528.51	46.06	39.74	46.21	177.70	73.47	1243.57
	Aug	32.62	103.66	247.46	570.97	52.15	32.74	71.74	172.08	205.96	1489.38
	Sept	46.10	99.21	229.47	621.38	36.07	14.75	85.56	180.12	176.37	1489.03
	Oct	-	83.70	220.79	533.32	35.35	35.15	61.13	227.63	111.91	1308.98
	Nov	9.16	96.44	277.77	536.71	45.65	34.48	65.84	224.22	315.73	1606.00
	Dec	9.40	93.61	228.93	519.25	31.98	14.84	72.70	208.72	91.87	1271.30
		264.77	1112.98	2649.15	6836.54	468.20	347.70	754.78	2239.64	2070.01	16743.77



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

MINUTES
YANKTON PARK ADVISORY BOARD
Monday, November 15, 2021, 5:30PM, in the Community Room
CMTEA Building, 1200 W. 21st Street

I. ROUTINE BUSINESS

Roll Call:

Present: Jeannine Economy, Elizabeth Healy and Jason Tellus.

Absent: Tom Bixler, Joey Bryan, Daniel Prendable and Commissioner Bridget Benson.

Also present Director of Parks and Recreation Todd Larson, and Parks Secretary Chasity McHenry.

Public Appearances: None.

Minutes: September 20, 2021 minutes approved. Economy motioned. Tellus second. Motion passed 3-0.

II. OLD BUSINESS

A. No old business.

III. NEW BUSINESS

A. 2022 Capital Projects update.

Due to some private donations we are working on some projects from the Master Plan for Westside Park (design in 2021/2022 and bid/build in 2022). The City did receive approval for the Land, Water, and Conservation Fund Grant for the Westside Park play equipment. The City has removed the play structure from Westside Park. New play equipment will be installed in 2022. The Yankton Territorial Museum is working to have buildings removed in the fall of 2021 and the spring of 2022.

There was a second group meeting to discuss more baseball and softball fields. The group consists of The Yankton Baseball Association, Yankton Sertoma Club, The Yankton Girls Softball Association, Mount Marty University Softball, and Men's Slow-Pitch Softball Association. An update can be given on what this group is discussing for the future. Girls' softball has been added as a sanctioned sport for the high school starting in 2022 and the South Dakota High School Athletic Association is still working to determine when the season will be played (spring or fall). The preliminary plan would be to utilize fields at Sertoma Park until the SAC facility can be updated to the field regulation for high school softball.



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

B. General Discussion.

- i. The garage door in City Hall is sometimes up a ways and pickleballs roll under the door.

IV. OTHER BUSINESS

A. Commission information Memorandums (4 CIM attachments).

B. Next Meeting: January 17, 2022.

V. ADJOURN

Tellus motioned, Healy second. Motion carried 3-0.

City of Yankton
Airport Advisory Board Meeting Minutes
for
December 8th, 2021

The meeting was called to order at 8:00AM by Chairman Jim Cox

ROLL CALL:

Present from the Airport Advisory Board: Jim Cox, Steve Hamilton, Roger Huntley, Jake Hoffner and Dan Specht.

Present from the City of Yankton: Brooke Goeden, Mike Roinstad, Dave Mingo, Adam Haberman and Brad Moser.

Present from KLJ Engineering: Jake Braunagel and Aaron Storm.

Unable to attend: Mark Yonke and City Commission Representative Tony Maibaum

Minutes from October 20th, 2021

21-13 **MOTION** -- It was moved by Huntley and seconded by Hamilton to approve the minutes of the October 20th, 2021 meeting.

VOTE - Voting "Aye" - all members present. Voting "Nay" - none.

MOTION – PASSED

Monthly Fuel Report

Mike Roinstad provided the monthly fuel report for October 2021 and November 2021. In October 2021, there were 80 transactions, totaling 3,901.2 gallons sold. For comparison, in October 2020, there were 3,974.8 gallons sold. Also, for comparison, in October 2019, there were 4,854.6 gallons sold.

In November 2021, there were 52 transactions, totaling 4,298.7 gallons sold. For comparison, in November 2020, there were 1,839.6 gallons sold. Also, for comparison, in November 2019, there were 3,647.3 gallons sold.

Staff Report

Dave Mingo stated we have an ongoing discussion with Dr. James Kerr regarding his outstanding rental payments. Kerr is currently chipping away at the deficit and we hope to resolve this issue soon.

North Taxilane Project and Taxiway Rehab Project Update

Dave Mingo stated the Taxiway Rehab project is tentatively scheduled for 2022. After a

recent discussion with the FAA, it's highly unlikely the full funding will be available in 2022 to cover the North Taxilane project. Therefore, it has been recommended that this project be placed on hold until 2023. Mr. Jake Braunagel, KLJ, stated that there is a meeting between the FAA and SDDOT later this morning and he (Braunagel) will provide an update following this discussion. More information to follow.

Hangar Land Lease and T-Hangar Space Transfer Fee Discussion

Dave Mingo asked if we should consider adding fees to lease transfer requests. In the past, there have been no fees associated with airport lease transfers, but it's something to consider. There are fees associated with similar City transfers, so wouldn't be out of the ordinary to start charging a fee. The Airport Board briefly discussed the possibility. Staff will contact some other airports to see if that type of fee is standard.

Other Business

Roger Huntley commented on how beautiful the airplane out front looks for the Holidays – very festive! Happy Holidays to all!

Adjournment

21-14 **MOTION** –It was moved by Huntley and seconded by Hoffner to adjourn the meeting.
VOTE – Voting “Aye” – all members present. Voting “Nay” – none.

Meeting adjourned at 8:31AM.

AGENDA
NOTICE OF CALL
SPECIAL CITY COMMISSION MEETING

A Special Meeting of the Board of City Commissioners shall be held on Friday, April 15, 2022, at 12:00 noon, in Meeting Room B of City Hall at 416 Walnut Street.

The following item shall be on the Agenda:

1. Canvass of the Election Returns of the City of Yankton Municipal Election held April 12, 2022.

The above mentioned item and no other shall be discussed at said Special Meeting.

By Order of

Stephanie Moser
Mayor

ATTEST:

Al Viereck
Finance Officer

____ Voice vote

Memorandum #22-51

To: City Manager
From: Finance Department
Date: March 21, 2022
Subject: Special Events Malt Beverage License for 4-H Grounds.

We have received an application for a Special Events Malt Beverage (on-off sale) License for 1 day, August 5, 2022, from Utica Hall/Rueb, LLC d/b/a Utica Hall, 801 McCarthy Street, Utica, SD at 4-H Fair Grounds, 901 Whiting Drive, Yankton, SD.

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



Al Viereck
Finance Officer

____ Voice vote

Memorandum #22-52

To: City Manager
From: Finance Department
Date: March 21, 2022
Subject: Special Events Malt Beverage License for Yankton Rodeo Assn.

We have received an application for a Special Malt Beverage (on-sale) Retailers License for 2 days, August 19 & 20, 2022 from Yankton Rodeo Association (Douglas Hevle, President), Rodeo Grounds, 404 Paddle Wheel Drive, Yankton, S.D.

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



Al Viereck
Finance Officer

____ Voice vote

Memorandum #22-53

To: Amy Leon, City Manager
From: Adam Haberman, PE, Public Works Director
Dave Mingo, AICP, Community and Economic Development Director
Subject: Agreement for Professional Services with Stockwell Engineers, Inc. for 31st & Broadway Development Project
Date: March 22, 2022

The City of Yankton owns land northwest of the corner of 31st Street and Broadway Avenue, between 31st Street and future 33rd Street and from Broadway Avenue to approximately two blocks west. The City as the landowner and per the City's commitment with the Yankton Youth Soccer Association, is serving as the developer of the location. With the Yankton Youth Soccer Association project progressing and with proposed private development projects on the City-owned land, the project has reached a point that final development engineering and design needs to be completed. Design considerations include finished streets and site grading.

Attached is an Agreement for Professional Services with Stockwell Engineers Inc. for infrastructure and site work design. The proposal is for survey, design, bidding and construction administration services, which means that upon completion, the identified streets, applicable sidewalks, water lines and sanitary sewer lines will be constructed and in place. The agreement includes the design and construction management of the necessary site grading to provide stormwater management and shovel ready building sites on the City-owned land. It also includes consideration of some potential changes to the turn-lane configuration on Broadway at the 33rd Street intersection that the City will be responsible for making. This contract will be a Tax Increment District (TID) eligible expense so future increment created by private development on the site will reimburse the City if the planned TID process is also approved in the coming months.

The total compensation for the engineering services outlined in the proposal is \$544,000. The project consists of two segments, which may or may not be bid and constructed at the same time, depending on arrangements with the State of South Dakota. The proposed compensation for the completion of all engineering services in the proposal represents an appropriate percentage of the estimated total project cost.

Respectfully submitted,



Adam Haberman, PE
Public Works Director

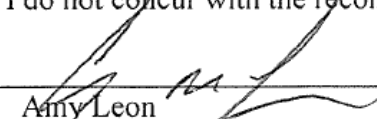


Dave Mingo, AICP
Community and Economic Development Director

Recommendation: It is recommended that the City Commission approve the Agreement for Professional Services with Stockwell Engineers, Inc. and authorize the City Manager to sign and administer the project documents as explained in Memorandum #22-53.

I concur with the recommendation.

I do not concur with the recommendation.

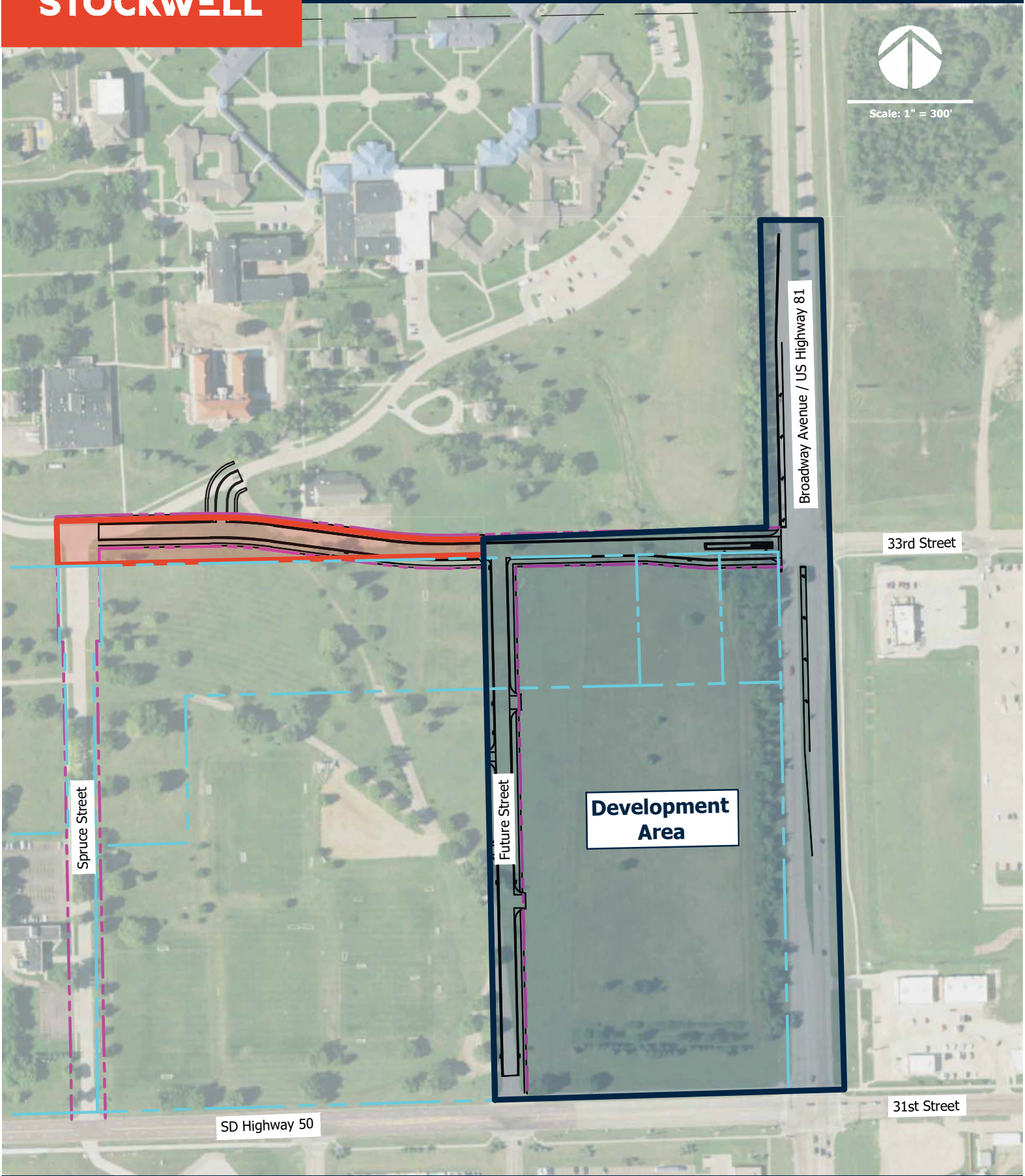


Amy Leon
City Manager

____ Roll Call



Scale: 1" = 300'



HSC City Property
Development Area Exhibit | Yankton, SD

AGREEMENT FOR PROFESSIONAL SERVICES

Project: HSC Roadway Improvements

Stockwell Project No.: 22046

This Agreement for Professional Services (hereinafter "Agreement") is made and entered into by and between **STOCKWELL ENGINEERS, INC.**, 201 Walnut Street, Yankton, SD 57078, (hereinafter "Engineer") and **CITY OF YANKTON**, (hereinafter "Client"), for the services described under the Scope of Services (the "Services").

CLIENT: City of Yankton

ADDRESS: P.O. Box 176 | Yankton, SD 57078

Scope of Services: Client hereby agrees to retain Engineer to perform the Services as outlined in the attached *Proposal for Professional Services* dated March 14, 2022. In general, the Project consists of survey, design, bidding and construction administration services for improvements to sanitary sewer, storm sewer, water main and roadway infrastructure within the project limits.

Compensation: In consideration of these Services, the Client agrees to pay Engineer compensation as follows:

Basic Compensation:	Lump sum	33 rd Street & TBD Street	\$345,000.00
		33 rd Street (west of TBD Street)	\$145,000.00
		Highway 81 Improvements	\$54,000.00
		Total	\$544,000.00

Additional Services Multiplier: 1.0 times the expense incurred by the Engineer

Reimbursable Expense Multiplier: 1.0 times the expense incurred by the Engineer

The attached Proposal for Professional Services and Standard Terms and Conditions are made a part hereof and incorporated into this Agreement.

IN WITNESS WHEREOF, this Agreement is accepted on the date last written below, subject to the terms and conditions above stated and the provisions set forth herein.

CLIENT

STOCKWELL ENGINEERS, INC.

Signed: _____

Signed: _____

Name (printed): _____

Name (printed): Jon Brown, P.E.

Title: _____

Title: President

Date: _____

Date: _____

Proposal for Professional Services

City of Yankton
HSC Roadway Improvements

22046| SEI No.
Project/Survey Limits| Encl

March 14, 2022

Mr. Adam Haberman
City of Yankton
P.O. Box 176
Yankton, SD 57078
AHaberman@cityofyankton.org

Re: Proposal for Professional Services
HSC Roadway Improvements

Dear Mr. Haberman,

Thank you for your consideration of our proposal. Stockwell Engineers, Inc. (Stockwell) proposes to provide professional services for HSC Roadway Improvements (the "Project"). Stockwell's services will be provided in the manner described in this Proposal. The **City of Yankton** is referred to as the "Client."

Acknowledgments

Client: City of Yankton

Project: HSC Roadway Improvements

Description: In general, the Project consists of survey, design, bidding and construction administration services for improvements to sanitary sewer, storm sewer, water main and roadway infrastructure within the project limits. Project limits shall be as identified in the attached illustration.

Scope of Basic Services

The following is a scope of work meant to describe services to be provided to the Client for the abovementioned project. Work listed below will be completed by Stockwell Engineers, Inc. (Stockwell) unless otherwise stated. Work not explicitly listed shall be considered an additional service. The scope is organized into the following tasks.

Phase 1 | Project Initiation

- 1.1 Coordinate and conduct project kickoff meeting with Client's staff.
- 1.2 Review all background information made available to Stockwell by Client.
- 1.3 Establish list of Stakeholders.

Phase 2 | Survey

- 2.1 Notify affected property owners of pending survey.

Proposal for Professional Services

City of Yankton

HSC Roadway Improvements

- 2.2 Request permission to survey on private property. Where denied, Client shall negotiate to provide Site access.
- 2.3 Research existing easements and plats of record at county courthouse for properties within and adjacent to the project. Client to provide title search if necessary.
- 2.4 Locate existing boundary markers at the time of the survey.
- 2.5 Establish benchmarks and control points throughout site.
- 2.6 Locate all existing above ground features within the established survey limits. Take a sufficient frequency of elevation shots to establish reasonable accuracy for contours to be shown on a one foot interval. Provide building floor elevations available at the time of survey through existing exterior doorways made available by Client and/or Owner, as necessary.
- 2.7 Show utilities, above and below ground, located in the field at the time of the survey by the utility companies, Client or other authorized agents of utility companies. Stockwell will contact appropriate One Call System, if available, to arrange for the location of utilities at the time of survey.
- 2.8 Prepare topographic survey utilizing AutoCAD Civil 3D for use in development of plan documents.

Phase 3 | Hydrologic & Hydraulic Modeling

- 3.1 Update existing model to include runoff of HSC property near Highway 81.

Phase 4 | Schematic Design

- 4.1 Assist Client in procuring geotechnical or other exploratory service contracts. Client to contract services separately and provide report to be utilized by Stockwell. Stockwell is not responsible for any impact on Client's Project caused by subsurface conditions. Stockwell is entitled to rely on the accuracy of information and services provided by Client's agents.
- 4.2 Recommend location and extent of exploratory services necessary for the Project.
- 4.3 Notify the following regulatory agencies about the Project and request their review.
 - 4.3.1 SDDANR agencies.
 - 4.3.2 Office of the State Engineer.
- 4.4 Notify State Historical Preservation Office (SHPO) about the project and request their review. Client to provide archeological survey, if required.
- 4.5 Propose general layout and alignment of improvements. Improvements to be designed to local industry accepted standards. Where available, Stockwell shall implement Client's published standards.
- 4.6 Develop preliminary elevations of the roadway and corridor.
- 4.7 Identify rights-of-way (ROW) and easements required for the Project.
- 4.8 Review preliminary layouts with Client's staff.
- 4.9 Review preliminary layouts with stakeholders. Anticipated groups include private utilities, area developers, and neighboring property owners.
- 4.10 Develop preliminary opinion of estimated construction costs for the Project.
- 4.11 Client to develop funding strategy for the Project.
- 4.12 Identify phasing plan for improvements based on Client's funding strategy.
- 4.13 Prepare preliminary plan submittal. Preliminary plan to contain information suitable to convey to the Client the following:
 - 4.13.1 General layout of improvements.
 - 4.13.2 Impacted stakeholders.
 - 4.13.3 Construction phasing.
 - 4.13.4 Land acquisitions necessary to construct the Project.
 - 4.13.5 Preliminary opinion of estimated construction costs.
 - 4.13.6 Client's funding strategy.
- 4.14 Submit one electronic pdf copy of the preliminary plan to Client for review.
- 4.15 Submit one electronic pdf copy of the preliminary plan to the following entities for comment.

Proposal for Professional Services

City of Yankton
HSC Roadway Improvements

4.15.1 Private utility companies.

- 4.16 Address comments to review documents and incorporate into final deliverables.
- 4.17 Deliver electronic pdf copies of the finalized preliminary plan to review entities.
- 4.18 Deliver to Client one electronic pdf copy of the finalized preliminary plan.
- 4.19 Coordinate with Client's legal staff to prepare easements and ROW documents for Client to negotiate and execute.

Deliverables: Preliminary plan, cost estimates, and ROW documents.

Phase 5 | Design Development

- 5.1 Layout and design the project improvements based on Client approved preliminary plan.
- 5.2 Design improvements in coordination with Client's staff.
- 5.3 Design improvements to local industry accepted standards. Where available, Stockwell shall implement Client's published standards.
- 5.4 Design sanitary sewer system within project limits to serve boundary limits approved by Client. Facilities shall be designed to convey wastewater for future land uses as identified by Client.
- 5.5 Design water mains and appurtenances within project limits to Client's standards.
- 5.6 Design drainage facilities to intercept and convey runoff in conformance with Client's standards. Identify watershed boundaries based on best available contour data for the area. Determine runoff potential for minor and major storm events. Evaluate flood conditions and inundation levels. Incorporate adjustments necessary to the existing storm sewer system of HSC and Hwy 81 corridor.
- 5.7 Coordinate roadway design with drainage facilities and underground utilities. Design roadway pavements in conformance with Client's standards. Client's geotechnical firm to perform California Bearing Ratio (CBR) evaluation of existing site and provide recommendations to Stockwell.
- 5.8 Design mass grading for adjacent city property for future development.
- 5.9 Design project to comply with the Americans with Disabilities Act (ADA). Notify Client of conditions which prevent or limit compliance with the ADA. Client to provide Stockwell guidance for proceeding or variances from the ADA.
- 5.10 Design a multiphase traffic control plan to perform construction activities within the SD DOT right-of-way.
- 5.11 Design permanent signage and striping in conformance with Client's standards.
- 5.12 Lighting and electrical adjustment design in conformance of Client's standards by subconsultant.
- 5.13 Determine removal limits for the Project site.
- 5.14 Coordinate and conduct meetings with private utility companies.
- 5.15 If applicable, prepare Notice of Intent (NOI) and deliver to Client to execute. Client to submit NOI to permit authority.

Deliverables: Notice of Intent.

Phase 6 | Construction Documents

- 6.1 Finalize design.
- 6.2 Prepare construction documents. Where applicable, Stockwell shall utilize Client's drafting standards. Construction documents to contain information suitable for contractors to provide construction pricing or bidding. Final construction documents provided by Stockwell will contain the Professional Seal of an Engineer licensed in the State of the project site, and will be suitable for review by permitting agencies with jurisdiction over the project.
- 6.3 Perform Internal Quality Assurance Procedures.
- 6.4 Submit three copies of construction documents and Stockwell's opinion of probable construction cost to Client for review.
- 6.5 Submit construction documents to the following entities for comment.
 - 6.5.1 SD DANR.

Proposal for Professional Services

City of Yankton

HSC Roadway Improvements

- 6.5.2 Private Utility Companies.
- 6.5.3 Office the State Engineer.
- 6.5.4 SD DOT.

- 6.6 Address comments to review documents and incorporate into final deliverables.
- 6.7 Deliver copies of final construction documents to review entities.
- 6.8 Deliver to Client an electronic pdf copy of Stockwell's opinion of probable construction cost and three paper copies of final construction documents for bidding purposes.

Deliverables: Opinion of probable construction cost; and construction documents for bidding purposes.

Phase 7 | Bidding

- 7.1 Provide bidding documents to prospective bidders.
- 7.2 Maintain a list of plan holders.
- 7.3 Answer any questions arising throughout the bidding process and prepare addendums as required.
- 7.4 Attend the bid opening and administer letting.
- 7.5 Deliver to Client tabulation of bids received and letter of recommendation for awarding the construction contract.
- 7.6 Attend council meeting to present recommendation to Client.

Deliverables: Addendums; tabulation of bids received; and recommendation of award.

Phase 8 | Construction Administration

- 8.1 Prepare construction agreement and submit to Contractor for signature.
- 8.2 Review construction agreement and accompaniments provided by the Contractor. Client's legal staff to review Contractor's bonds and insurance for authenticity.
- 8.3 Prepare Contractor's notice to proceed.
- 8.4 Deliver paper copies of contract documents for Client to execute and distribute to Contractor and other respective agents.
- 8.5 Assist Client in procuring material testing services. Material testing agent will be hired directly by Client. Client is responsible for paying the cost of material testing. Stockwell is not responsible for any impact on Client's Project caused by failing tests. Stockwell is entitled to rely on the accuracy of the information and services furnished by Client and its testing firm.
- 8.6 Schedule and conduct preconstruction meeting. Stockwell to notify contractor and private utilities of the meeting time and location, prepare an agenda, and distribute minutes to attendees.
- 8.7 Review and make comment on shop drawings or other product submittals from contractor.
- 8.8 Mark removal limits of appropriate items.
- 8.9 Document conditions of project site prior to construction beginning by means of video.
- 8.10 Observe construction activities when significant work is done to determine generally if the contractor is proceeding in accordance with the contract documents. Based on site visit, Stockwell will keep Client reasonably informed about the progress and quality of the work completed, and report to Client known deficiencies observed in the work and deviations from the contractor's work schedule. Stockwell shall notify Client if it appears the construction activities will exceed the time provisions of the contract and if whether Stockwell's maximum fee will be exceeded as a result.
- 8.11 Maintain site visit reports indicating weather conditions, construction progress, deviations from the contract documents, and other pertinent information.
- 8.12 Prepare biweekly reports documenting general progress on the project and submit to the Client and Contractor.
- 8.13 Attend coordination meetings with Contractor, estimated at biweekly during construction.
- 8.14 Maintain and update the Storm Water Pollution Prevention Plan (SWPPP) as required.
- 8.15 As required under the construction contract, conduct final inspections and deliver to contractor "punch list" of items requiring completion or correction.

Proposal for Professional Services

City of Yankton
HSC Roadway Improvements

- 8.16 Submit to Client certificate of completion, documenting compliance of work with the contract documents and start of Contractor's warranty.
- 8.17 Prepare monthly progress payment request forms for Client and Contractor to execute.
- 8.18 Review change order requests made by Contractor and provide recommendation to Client to approve or deny such claims. Work added to the Contractor's contract resulting in additional effort by Stockwell shall be considered an additional service.
- 8.19 Prepare final change order to reflect as-built quantities and final pay request forms for Client and Contractor to execute.
- 8.20 Prepare Notice of Termination (NOT) for Client to execute. Client to submit NOT to permit authority.

Deliverables: Executed contract documents; contractor's notice to proceed; preconstruction meeting minutes; change orders; pay requests; biweekly progress reports; certificate of completion; punch lists; and notice of termination.

Phase 9 | Construction Staking

- 9.1 Mark proposed improvements and elevations as shown on the plans.
- 9.2 Reset boundary markers found at the time of survey but are removed during construction.

Additional Services

A non-comprehensive outline of additional services and exclusions from Stockwell's proposal are listed below. If authorized in writing by Client, Stockwell will furnish additional services over and above the amount set forth by this agreement. Compensation for additional services will be at Stockwell's current hourly rates or otherwise as mutually agreed upon by both parties.

- Geotechnical or other exploratory services.
- Materials testing.
- Coordinating and negotiating land acquisitions.
- Wetland delineation.
- Archeological survey.
- Title search of properties.
- Private utility locate.
- Review or filing fees.
- Public meetings.
- Change order work.
- Coordination of warranty repairs.

Compensation

Compensation for services provided by Stockwell pursuant to this Proposal will be on a lump sum basis excluding sales or excise tax as outlined below. Client must make payments in accordance with Item B of the Standard Terms and Conditions attached to this Proposal.

▪ 33 rd Street & TBD Street	\$345,000.00
▪ 33 rd Street (west of TBD Street)	\$145,000.00
▪ Highway 81 Improvements	\$54,000.00
▪ Total	\$544,000.00

Where compensation for Basic Services through Lump Sum method of payment is specified, Client shall pay Stockwell for Basic Services as follows:

- 1.1 The Lump Sum includes compensation for Stockwell's services and services of Stockwell's Subcontractors and Subconsultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, and expenses (other than any expressly allowed Reimbursable Expenses). In addition to the Lump Sum, Stockwell is also entitled to reimbursement from Client for Reimbursable Expenses. The portion of the Lump Sum amount billed for Stockwell's services will be

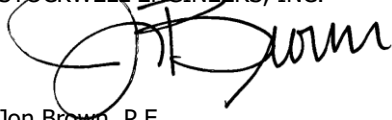
Proposal for Professional Services

City of Yankton
HSC Roadway Improvements

based upon Stockwell's estimate of the percentage of the total services actually completed during the billing period. Stockwell may also bill for any Reimbursable Expenses incurred during the billing period. Compensation will not exceed the total Lump Sum amount unless approved in writing by the Client.

Sincerely,

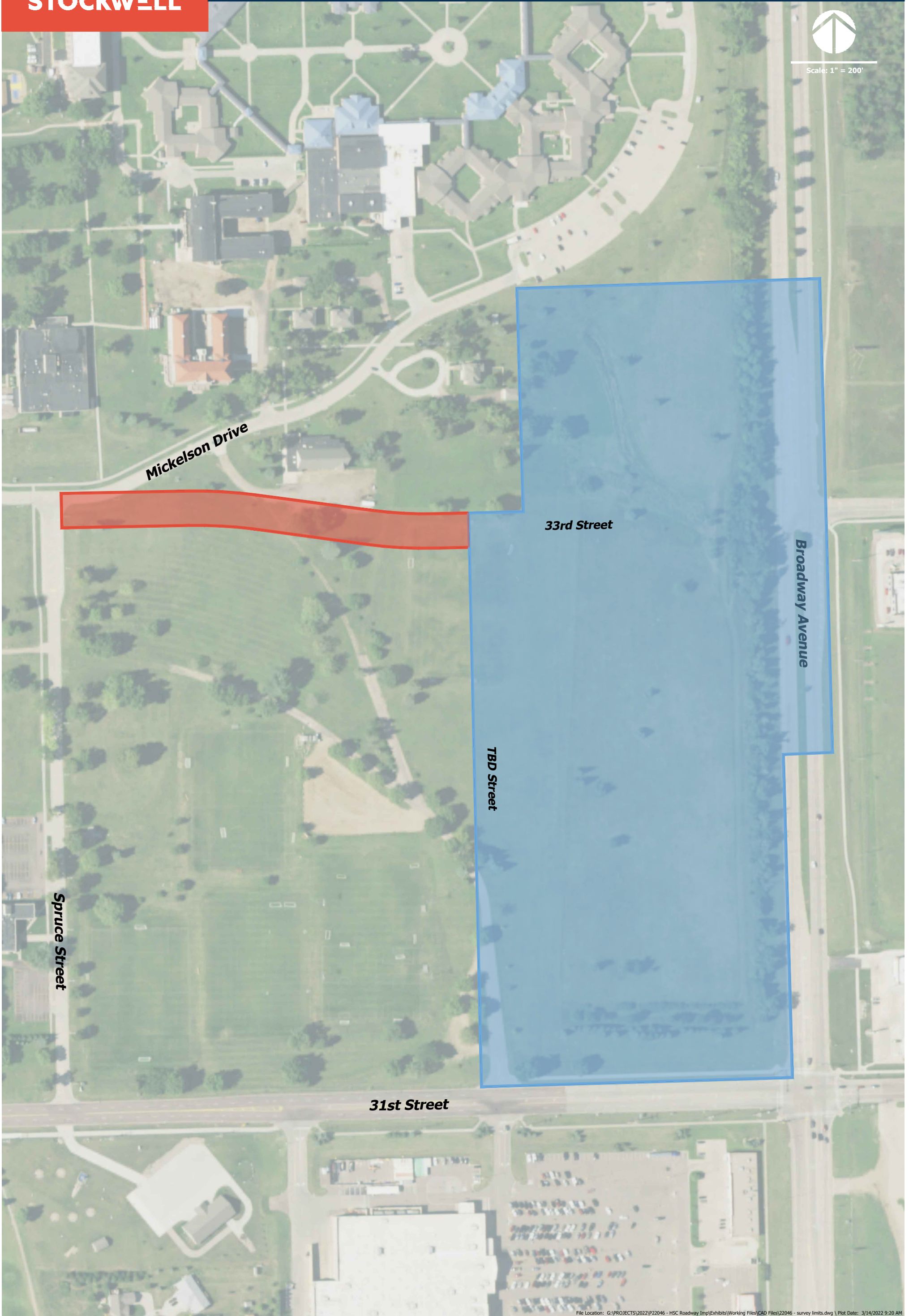
STOCKWELL ENGINEERS, INC.



Jon Brown, P.E.
President



Scale: 1" = 200'



File Location: G:\PROJECTS\2022\22046 - HSC Roadway Imp\Exhibits\Working Files\CAD Files\22046 - survey limits.dwg | Plot Date: 3/14/2022 9:20 AM

STANDARD TERMS AND CONDITIONS

A. Commencement of Services.

The Services will be commenced immediately upon receipt of the signed Proposal (the "Agreement"). If after commencement of the Services, the Project is delayed for any reason beyond Stockwell's control for more than 60 days, the terms and conditions contained herein will be subject to revision by Stockwell. Subsequent modifications to this Agreement must be in writing and signed by the parties to the Agreement.

B. Fees and Payment.

1.0 Invoices. Compensation for Services will be as designated in this Agreement. Services based on Stockwell's standard hourly rates will be those rates currently in effect at the time the Services are rendered. Hourly rates are subject to change upon 30 days' written notice, including during the term of this Agreement. Client must reimburse Stockwell for out-of-pocket expenses directly attributable to the Project, such as: (1) living and traveling expenses of Stockwell's employees when away from the home office on business connected with the Project; and (2) additional contracted third-party services to be charged in accordance with the rates in effect at the time the services are rendered.

2.0 Payment Due. Stockwell will deliver to Client invoices monthly. Payment will be due within 30 days after the date of the invoice.

3.0 Failure to Pay. Client agrees timely payment is a material term of this Agreement and failure to make timely payment as agreed will constitute a breach hereof. In the event payment for Services rendered has not been made within 30 days from the date of the invoice, Stockwell may, after to Client giving 7 days' written notice, and without penalty or liability of any nature, and without waiving any claim against Client, suspend all Services to be performed. Upon receipt of payment in full for Services rendered, plus interest charges, Stockwell will continue with the Services, but all deadlines for Stockwell's performance of services will be extended for a period of time equal to the delay in Stockwell's receipt of payment. Payment of all compensation due Stockwell pursuant to this Agreement will be a condition precedent to Client using any of Stockwell's Services' work product under this Agreement.

4.0 Interest on Late Payments. In order to defray carrying charges resulting from delayed payments, interest at the rate of 1.5% per month will be added to the unpaid balance of each invoice. The interest period will commence 45 days after the date of the original invoice and will terminate upon date of payment. Payments will be first credited to interest and then to principal.

C. Owner's Responsibilities.

1.0 Client to Provide Information. Unless otherwise provided for under this Agreement, Client will provide information in a timely manner regarding requirements for and limitations on the Project, including Client's Program objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from Stockwell, Client must furnish the requested information as necessary and relevant for Stockwell to evaluate, give notice of or enforce lien rights.

2.0 Client to Provide Contractors. Client will furnish the services of a contractor who along with Client will be responsible for creating the overall Project Schedule. Client will adjust the Project Schedule, if necessary, as the Project proceeds.

3.0 Client to Provide Representative. Client will identify a representative authorized to act on Client's behalf with respect to the Project. Client will render decisions and approve Stockwell's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of Stockwell's Services.

4.0 Client to Provide Notice. Client will provide to Stockwell prompt written notice if Client becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in Stockwell's instruments of service.

D. Miscellaneous Provisions.

1.0 Insurance/Indemnification/Risk Allocation

1.1 Insurance/Limitation of Stockwell's Liability. Stockwell will maintain the following insurance coverages.

- (a) Worker's compensation insurance pursuant to state law.

(b) Business automobile insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, non-owned, or hired vehicles, with a combined single limit of \$1,000,000.

(c) Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any covered negligent act or omission of Stockwell with limits of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate.

(d) Professional liability insurance of \$1,000,000 per occurrence and in the aggregate.

1.2 Professional Liability. Stockwell agrees to indemnify and hold Client harmless from and against claims, losses, damages, expenses, costs, including reasonable attorneys' fees and expenses, but only to the proportionate extent caused by the negligence of Stockwell.

1.3 Hazardous Materials – Indemnification by Client. Client understands and agrees Stockwell has not created nor contributed to the creation or existence of any types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at Client's premises, or in connection with or related to the Project with respect to which Stockwell has been retained to provide Services. The compensation to be paid Stockwell for Services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions. Therefore, to the fullest extent permitted by law, Client agrees to defend, indemnify and hold harmless Stockwell, its agents, officers, directors, employees, contractors and consultants, from and against any and all claims, damages, and expenses, whether direct, indirect, consequential or otherwise, including, but not limited to, attorneys' fees and court costs, arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acid, alkaline, toxic chemicals, liquid gases, or other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto upon, in or into the surface or subsurface or soil, water, or water courses, objects, or any tangible or intangible matter, whether sudden or not.

1.4 No Governmental Action Liability. Stockwell will not be liable for damages arising out of or resulting from the actions or inaction of government agencies, including, but not limited to, permit processing, environmental impact reports, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, and building permits. Client agrees to defend, indemnify and hold harmless Stockwell, its agents, officers, directors, employees, contractors, and consultants from any and all such liabilities (including reasonable attorneys' fees and court costs), other than that caused by the negligent acts, errors or omissions of Stockwell, arising out of or resulting from the same.

1.5 No Project Liability. Notwithstanding any provisions in this Agreement to the contrary, if the Project involves construction, as that term is generally understood, and Stockwell does not provide Services during construction, including, but not limited to, observation, site visits, shop drawing review, and design clarifications, Client agrees to defend, indemnify and hold harmless Stockwell, its agents, officers, directors, employees, contractors and consultants from any and all liability (including reasonable attorneys' fees and court costs) arising out of the Project or this Agreement.

1.6 Warranty. Stockwell makes no warranties of any kind, including any implied warranty of merchantability or of fitness for any particular purpose.

2.0 Documents. Notwithstanding the foregoing, all computer programs, work product, inventions, patents, copyrights, software, and other like data developed during the course of the Project, are and will remain Stockwell's sole property.

Stockwell's liability to Client for any errors or omissions is limited solely to the correction of residual errors, minor maintenance, or updates as needed.

2.2 Environmental. Environmental Audit/Site Assessment reports are prepared for Client's use only. Client agrees to defend, indemnify, and hold harmless Stockwell, its agents, officers, directors, employees, contractors and consultants against all damages, claims, expenses, and losses (including reasonable attorneys' fees and court costs) arising out of or



resulting from any reuse of the Environmental Audit/Site Assessment reports without Stockwell's written authorization.

Nothing contained in this Agreement may be construed or interpreted as requiring Stockwell to assume the status of a generator, storer, transporter, treater, or disposal facility as those terms appear within the Resource Conservation and Recovery Act, 42 U.S.C.A., §6901 *et seq.*, as amended, or within any state statute governing the generation, treatment, storage, and disposal of waste.

3.0 Injury to Workers on Project. Client agrees Stockwell will be named an Additional Insured on construction contractors' insurance policy for commercial general liability insurance, and Client agrees to insert into all contracts for construction between Client and construction contractors a provision requiring the construction contractors to defend, indemnify and hold harmless both Client and Stockwell from any and all actions arising out of the construction Project, including, but not limited to, injury to or death of any worker on the job site, not caused by the sole negligence of Client or Stockwell.

4.0 Probable Construction Cost Opinions. Any opinion of probable construction costs for the Project considered and designed under this Agreement will be prepared by Stockwell through the exercise of its experience and judgment in applying presently available cost data, but it is recognized Stockwell has no control over the cost of labor and materials, the construction contractors' methods of determining prices, competitive bidding procedures, market conditions, and unknown field conditions. Stockwell cannot and does not guarantee proposals, bids, or the Project construction costs will not vary from Stockwell's opinion of probable construction costs.

5.0 Site Visits. Visits to the construction site and observations made by Stockwell as part of the Services during construction under this Agreement will not make Stockwell responsible for, nor relieve the construction contractors of the obligation to conduct comprehensive monitoring of the work sufficient to ensure conformance with the intent of the contract documents, will not make Stockwell responsible for, nor relieve the construction contractors of the full responsibility for all construction means, methods, techniques, sequences, and procedures necessary for coordinating and completing portions of the work under the construction contracts, and will not relieve the construction contractors of the obligation to provide all safety precautions incidental thereto. Such visits by Stockwell are not to be construed as part of Stockwell's observation duties of the Project site.

6.0 On-Site Observation. When Stockwell provides on-site observation personnel as part of the Services during construction, the on-site observation personnel will make reasonable efforts to advise Client of observed defects and deficiencies in the contractors' work, and to help determine if the provisions of the Contract Documents are being fulfilled. Their day-to-day observation will not, however, cause Stockwell to be responsible for those duties and responsibilities which belong to the construction contractors, including, but not limited to, full responsibility for the means, methods, techniques, sequences, and progress of construction, and the safety precautions incidental thereto, and for performing the construction work in accordance with the Contract Documents.

7.0 Right of Entry. Client must provide for entry to the Project site for Stockwell's agents, employees, contractors and consultants and for all necessary equipment.

8.0 Termination. Either party may, by thirty (30) days written notice to the other, terminate this agreement in whole or part at any time. Upon receipt of notice, a party shall immediately discontinue all services affected, unless the notice directs otherwise. If the termination is for the convenience of the Client, no amount shall be allowed for Stockwell for unperformed service, but Stockwell shall be compensated for services rendered through the date of termination notice.

9.0 Default and Remedies.

9.1 Client's Default. If Client breaches any of the terms of this Agreement, Stockwell, in addition to other rights set forth in [Section 1.3](#) above, will give Client written notice of default setting forth the default. If Client has not remedied the default within 7 days of the date of default, Stockwell may terminate this Agreement and proceed with any or all remedies provided under applicable law.

9.2 Stockwell's Default. If Stockwell breaches any of the terms of this Agreement, Client will give Stockwell written notice of default setting forth the default. If Stockwell has not remedied the default within 7 days of the date of default, Client may terminate this Agreement and proceed with any or all remedies provided under applicable law.

10.0 Jurisdiction. This Agreement is governed by the laws of the State of South Dakota and any action at law or other judicial proceeding arising from this Agreement must be instituted only in Minnehaha County Circuit Court, Sioux Falls, South Dakota, and may not be removed to federal district court, nor may venue be changed to any other circuit court.

11.0 Waiver. Stockwell's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, will not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

12.0 Entire Agreement. This Agreement, and its attachments, constitutes the entire understanding between Client and Stockwell relating to services to be provided by Stockwell and supersedes any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein. Subsequent modifications or amendments to this Agreement must be in writing and signed by the parties to this Agreement. The foregoing notwithstanding, if Client, its agents, officers, directors, employees, contractors and consultants request Stockwell perform extra Services pursuant to this Agreement, Client must pay for the additional Services even though an additional written agreement is not issued or signed.

13.0 Successors and Assigns. All of the terms, conditions and provisions of this Agreement will include and be for the benefit of and be binding upon the parties and their respective successors and assigns; provided, however, no assignment of this Agreement may be made without written consent of the other party to this Agreement.

14.0 Severability. If any provision of this Agreement is declared invalid, illegal or incapable of being enforced by any court of competent jurisdiction, all of the remaining provisions of this Agreement will nevertheless continue in full force and effect, and no provision will be deemed dependent upon any other provision unless so expressed herein.

15.0 Force Majeure. Stockwell will not be liable to Client for delays in performing its obligations, or for the direct or indirect cost resulting from delays that may result from acts of nature, governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond Stockwell's reasonable control. Each party will take reasonable steps to mitigate the impact of any force majeure event. Stockwell will be entitled to an adjustment to the schedule and its compensation under this Agreement to the extent required by the force majeure event.

16.0 Underground Utilities. If included as a Service under this Agreement, Stockwell or its authorized consultant will conduct research in Stockwell's or the consultant's professional opinion is necessary, and will prepare a plan indicating the locations intended for subsurface penetrations with respect to assumed locations of underground improvements. These Services will be performed in a manner consistent with the ordinary standard of care. Client recognizes the research may not identify all underground improvements or their locations, and the information upon which Stockwell and the consultant rely may contain errors or may not be complete. Client agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless Stockwell and its agents, officers, directors, contractors and consultants from all liability (including reasonable attorneys' fees and court costs) of Client, its contractors or all other persons for delay or additional compensation relating to the identification, removal, relocation, or restoration of utilities, or damages to underground improvements resulting from subsurface penetration locations established by Stockwell.

Memorandum #22-49

To: Amy Leon, City Manager
From: Corey Potts, Public Works Manager
Subject: Bid award for the Cold Applied Plastic Pavement Marking Installation Project #2022-008
Date: March 17, 2022

Two (2) bids were received on March 17, 2022 for the Cold Applied Plastic Pavement Marking Installation Project. The bids received are listed below:

BIDDER NAME	TOTAL COST
Dakota Traffic Services, LLC	\$57,560.00
Traffic Solutions Inc.	\$62,997.20

This “permanent” pavement-marking product has been bid annually so that the City can utilize the plastic pavement markings, which last for many years instead of repainting the markings by hand as much as twice each year. This year’s focus will be to apply pavement marking on West 8th Street from Broadway to Summit Street.

The bid from Dakota Traffic Services meets the specifications. They are an experienced pavement marking company and have completed numerous projects for the SD DOT and the City of Yankton.

The bid total of \$57,560.00 is \$1,415.00 under the engineer’s estimate and considered a competitive bid when compared to previous unit price contracts. It is recommended that the contract be awarded to Dakota Traffic Services, LLC. in the amount of \$57,560.00.

Respectfully submitted,



Corey Potts
Public Works Manager

Recommendation: It is recommended that the City Commission award the contract to Dakota Traffic Services, LLC in the amount of \$57,560.00, as explained in Memorandum #22-49.

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



Amy Leon, City Manager

____ Roll call

Memorandum #21-54

To: Amy Leon, City Manager
From: Brad Bies, Community Development Manager
Date: March 21, 2022
Subject: Downtown Yankton Façade Grant Recommendations 2022

Interest was strong for the seventh year of the downtown façade grant program. Community and Economic Development staff promoted the program through local print media, radio, social media, Meridian District membership, Yankton Thrive, and a direct mailing to downtown property and business owners as well as directly outreach to prior applicants. Staff received numerous calls and inquiries about the program, ultimately receiving 14 applications. Applicants have provided positive feedback that the straightforward application process and guidelines helped encourage participation and we saw that again this year. The quality of applications was very high this year.

The applications were carefully reviewed by representatives from the Yankton County Historical Society, Planning Commission, City Commission, and Meridian District. The City Manager and staff from the Community and Economic Development Department were also involved. I'd like to recognize Crystal Nelson, Deb Specht, Mason Schramm, and Brad Woerner who generously assisted with this review process.

The committee recommends funding four projects utilizing the \$60,000 budgeted for façade grants in 2022. If approved and matched with private dollars, this will represent an investment of at least \$293,245 in the downtown area this year. Many of the projects this year were very ambitious and represent a mix of historical preservation and proactive beautification. Projects recommended:

- 215 Mulberry Street, Cody Richardson & Greg Mueller dba DTMW, LLC: Cleaning and repair of masonry, tuck-pointing, window replacement and addition of windows, lighting, and architectural detail repair/restoration. The applicant is rehabilitating the building previously used as a workshop/warehouse into a mixed use main floor retail/office with five new residential occupancies on the second floor. Total project cost estimate: \$89,640. Grant funding recommendation: \$22,000.
- 401 Capitol Street, Garrett Horn dba Horn Law Office: Replacing deteriorate wood columns on the former Carnegie Library building with replica precast columns. Total project cost estimate: \$33,642. Grant funding recommendation: \$16,800.
- 202 West 2nd Street, Mallory Schulte & Ryan Cwach dba Birmingham & Cwach Law Office, PLLC: Windows and door replacement, canopy reconstruction, repointing brick, removal of planter, and new signage. The applicant is undertaking a significant renovation of a single-story midcentury modern building into professional office space adjacent to the Meridian Bridge Plaza. Total project cost estimate: \$158,436. Grant funding recommendation: \$15,450.

- 328 Walnut Street, Lewis and Clark Theater Company: Repair and restoration of the iconic marquee on the Dakota Theater. This work is a portion of a much larger renovation and restoration project taking place over several years. Total project cost estimate: \$11,500. Grant funding recommendation: \$5,750.

As has been the case in the past, the committee had considerable difficulty selecting the finalists and was impressed with the quality of the applications and the enhancements proposed. As a result, the Committee has asked the Commission to consider funding an additional three projects totally \$27,000, which in turn would represent an additional \$69,000 of investment in the downtown.

- 211 West 3rd Street, Cathy Clatworthy/LilyCrest: The portion of a multi-phase historic preservation project to repair of the lower façade. Tile entrance, add columns and related facade elements to restore the lower storefront façade to its original design. Total project cost estimate: \$20,588. Grant funding recommendation: \$10,000.
- 335 Walnut Street, Althea Higgins dba United Lofts LLC: Replacement of modern entry doors with more period appropriate entry doors, and repair of arch window details on the former Post Office building. The door/glass replacement is part of a larger on-going renovation project. Total project cost estimate: \$31,064. Grant funding recommendation: \$8,000.
- 100 West 4th Street, Scott Blackburn and John Blackburn. Painting and repair of exterior wood windows, masonry cleaning and repair, cleaning of sandstone architectural features, restoration of exiting and replacement of missing lampposts. Significant exterior repair and restoration of a highly visible mixed use main floor professional and second floor residential structure. Total project cost estimate: \$18,225. Grant funding recommendation: \$9,000.

The grant was initially suspended in 2020 due to uncertain revenue during the pandemic. The Commission funded both 2020 and 20221 grantees for a total of \$60,000 in 2021. Some of those expenses have carried over in 2022 because supply chain and logistic issues prevented two of the projects from reaching completion. In 2021 the BBB experienced strong revenues and the fund is up 3.02% for year to date in 2022. The projected 2022 year end fund balance is \$570,000, and staff can explain in more detail how that projection was calculated.

If all seven projects are completed in their entirety the combined public/private investment would top \$360,000. If approved, staff will contact the awarded grantees and make arrangements to begin the projects which will be completed during summer/fall of 2022.

Respectfully submitted,

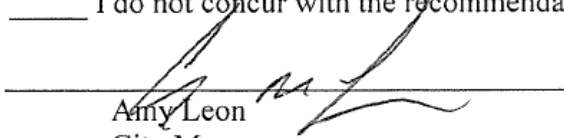


Brad Bies
Community Development Manager

Recommendation: It is recommended that the City Commission approve offering a grant agreement to all seven projects selected by the committee in the amount of \$87,000 from the BBB fund.

I concur with the recommendation.

I do not concur with the recommendation.



Amy Leon
City Manager

____ Roll Call

Memorandum No. 22-56

TO: Mayor and City Commissioners
FROM: Ross DenHerder, City Attorney
RE: Additional Deputy City Attorney
DATE: March 24, 2022

City Attorney has an occasional conflict in his time and clients and needs to rely upon the assistance of staff attorneys that the City Attorney employs or upon outside attorneys aligned with the City's interest. As a result, Attorney has asked the City if it would approve the appointment of Deputy City Attorneys who have authority to appear on behalf of the City in Court or to provide legal services to the City only as directed by the City Attorney consistent with the terms of the Professional Services Agreement as amended by the First and Second Addendums to the Professional Services Agreement.

I would like the Commission to appoint four Deputy City Attorneys: staff attorneys Lindsay Hovden and Beau Barrett, currently employed by the City Attorney, and Debra Lillie, Chief Deputy States Attorney, and Tyler Larsen, Deputy States Attorney.

Recommendation: It is recommended that the Commission approve the Third Addendum to the Professional Services Agreement.

THIRD ADDENDUM TO PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, is made and entered into by and between **Ross K. Den Herder** (“City Attorney”) and the **City of Yankton** (“City”).

RECITALS

1. City Attorney was hired to act as legal counsel for the City.
2. City Attorney has an occasional conflict in his time and clients and needs to rely upon the assistance of staff attorneys that the City Attorney employs or upon outside attorneys aligned with the City’s interest. As a result, Attorney has asked the City if it would approve the appointment of Deputy City Attorneys who have authority to appear on behalf of the City in Court or to provide legal services to the City only as directed by the City Attorney consistent with the terms of the Professional Services Agreement as amended by the First and Second Addendums to the Professional Services Agreement.
3. Many criminal City Ordinance violations arise from facts or circumstances that also give rise to state charges handled by the States Attorney’s Office and their staff Deputy States Attorneys. Convenience and efficiency dictates that the Deputy States Attorneys also be appointed as Deputy City Attorneys granting them legal authority to appear before the Court, file charging or dismissal documents, and speak for the City in such matters in coordination with the City Attorney to wholistically prosecute or dispose of cases as justice demands.
4. The purpose of this Addendum is to provide for the appointment of four Deputy City Attorneys: staff attorneys Lindsay Hovden and Beau Barrett, currently employed by the City Attorney, and Debra Lillie, Chief Deputy States Attorney, and Tyler Larsen, Deputy States Attorney.

NOW, THEREFORE, in consideration of the recitals set forth and the mutual covenants and agreements set forth herein, the parties agree as follows:

The following paragraph replaces paragraph I. of the *Second Addendum to Professional Services Agreement*, and the highlighted and italicized portion thereof is new additional language:

- I. **Appointment.** The City does hereby appoint Ross Den Herder as City Attorney for the City of Yankton on the date first written above. As such, he shall have full authority and responsibility to act on

the City's behalf as required or provided in City Code, State Statute, Federal Law, or as hereinafter provided. In addition, the City also appoints Ross Den Herder's staff attorneys, Lindsay Hovden and Beau Barrett, as Deputy City Attorneys, who shall have such powers and responsibilities as may be delegated to them by the City Attorney for purposes of assisting the City Attorney in the performance of his responsibilities set forth herein. Any compensation owed to staff employees serving as Deputy City Attorney shall be separately and independently contracted for and paid by the City Attorney and not the City. For purposes of assisting with the prosecution of any City ordinance violation, Chief Deputy States Attorney Debra Lillie and Deputy States Attorney Tyler Larsen, are also appointed to serve as Deputy City Attorneys for the limited purpose of assisting with the prosecution of City ordinances violation as coordinated between the Yankton County States Attorney and the City Attorney.

The Parties reaffirm all other provisions of the *Professional Services Agreement* and the *First Addendum to the Professional Services Agreement* not inconsistent with terms set forth herein.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement on the date and year first above written.

Dated this the ____ day of March, 2022.

Ross K. Den Herder

Dated this the ____ day of March, 2022.

CITY OF YANKTON

By: Stephanie Moser
Its: Mayor

Attest:

Al Viereck
City Finance Officer

Memorandum #22-50

To: Amy Leon, City Manager
From: Dave Mingo, AICP, Community and Economic Development Director
Date: March 23, 2022
Subject: Consideration of Acquiring a Marne Creek Area Parcel for Flood Mitigation and Corridor Management Purposes.

We have recently had discussions with Barbara Hansen, owner of the lot shown on the attached air photo. The property includes some area that will be impacted by the current Flood Hazard Mitigation Streambank Restoration Project. We already have the small easement needed on the west side of the creek to complete that project. In those discussions, we asked her if she would be willing to transfer a larger tract to the city as it had been identified for creek area land acquisition in the 1990's. The previous owner was not interested in a transfer to the city. She is receptive to the idea.

Our most recent Marne Creek property acquisition, a few years ago, was for \$0.30 per square foot. Adding a small amount for inflation, \$0.35 per square foot, would equal \$3,003 plus some minor title and recording costs for an acquisition from Ms. Hansen. The language in the transfer documents will allow Ms. Hansen, and future owners, to continue counting the square footage of the creek property in the density calculations for the remaining, developable portion of the parcel.

This acquisition will not be eligible for grant funding programs, but we recommend moving forward with the purchase regardless of grant eligibility. The amount is too small to make it worthy of a separate application and administrative process, and eligibility is questionable because it does not include an occupied structure. The good news is that we are working with a willing seller which is of utmost importance whether it is grant eligible or not.

If approved, it is anticipated that funding for the acquisition would come from the Marne Creek property acquisition line item in the budget. Please remember that the process of the City buying or selling property requires a super majority based on prior City Commission action related to the establishment of rules for property transfers.

Respectfully submitted,



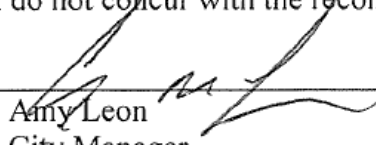
Dave Mingo, AICP
Community and Economic Development Director

_____ Roll Call (requires super majority for approval)

Recommendation: It is recommended that the City Commission approve Resolution #22-11 to move forward with the acquisition of the described property and authorize the City Manager to execute all documents necessary to complete the transaction.

I concur with the recommendation.

I do not concur with the recommendation.



Amy Leon
City Manager

____ Roll Call (requires super majority for approval)

RESOLUTION #22-11

WHEREAS, Barbara Hansen owns property in Block 43 of Lower Yankton Addition that is needed by the City of Yankton for Marne Creek flood mitigation and corridor management purposes, and

WHEREAS, South Dakota Codified Law allows the voluntary transfer of needed property from private landowners to local governmental entities, and

WHEREAS, the City has determined that the Marne Creek area property has a flood mitigation project property value of \$0.35 per square foot commensurate with the value of other similar transfers in the past, and

WHEREAS, the Yankton Board of City Commissioners desires to acquire the land for flood mitigation purposes and the total value of the unsurveyed area, based on the above square footage price, would equal an amount near \$3,003.

NOW, THEREFORE BE IT RESOLVED that the Board of City Commissioners of the City of Yankton, South Dakota, hereby agrees to purchase the below described property from a voluntary seller, Barbara Hansen, for a total of \$3003 with the City also paying all fees over and above that amount associated with the transfer, and

BE IT FURTHER RESOLVED that Ms. Hansen, and future owners and assigns are permitted to continue counting the square footage of the transferred creek property in the density calculations for the remaining, developable portion of the parcel, and

BE IT FURTHER RESOLVED that the City Manager be authorized to execute all documents associated with the described transfer.

The West Sixty-Foot (65') of Lots Sixteen (16), Seventeen (17) and Eighteen (18), Block Forty-three (43), Lower Yankton Addition to the City of Yankton, South Dakota

Adopted:

Stephanie Moser, Mayor

ATTEST:

Al Viereck, Finance Officer



City of Yankton

Marne Creek Property Acquisition Location Map

W 65' of Lots 16 – 18, Block 43, Lower Yankton Addition
to the City of Yankton, South Dakota

REAL ESTATE PURCHASE AGREEMENT

This Real Estate Purchase Agreement is between **Barbara Hansen** (“Seller”), and the **City of Yankton** (“Buyer”).

1. **Identification of Property.** Pursuant to this Agreement Buyer agree to purchase the real property legally described as follows:

The West Sixty-Foot (65') of Lots Sixteen (16), Seventeen (17) and Eighteen (18), Block Forty-three (43), Lower Yankton Addition to the City of Yankton, South Dakota

2. **Purchase Price/Contingency.** Buyers agree to pay for such real property and improvements thereon, the sum of Three Thousand and Three Dollars (\$3,003.00) (8,580 square feet x \$.35 per square foot = \$3,003.00). The purchase price shall be paid at closing.

3. **Title.** At closing Seller shall provide Buyer with a quitclaim deed transferring its interest in the Property to the Buyers. The parties agree that there shall be no title insurance obtained and that the title to the property is being transferred in its “as is” condition. However, the parties agree to obtain an Ownership and Encumbrance report reflecting the state of title to the Property prior to closing, which shall be paid for by the Buyer.

4. **Real Property Taxes and Assessments.** The 2021 real estate taxes and assessments, payable in 2022 for all of Lots 16, 17, and 18 shall be paid in full by Seller prior to or at closing. All taxes or impositions that are assessed against the Property being purchased by the City for 2022 and all subsequent years, if any, shall be the sole responsibility of the Buyer.

5. **Closing Date and Possession.** The closing date shall occur as soon as possible but no later than May 1, 2021. The Buyer shall pay the cost of any fees charged by the closing agent to complete this transaction.

6. **Further Consideration.** As further consideration for the conveyance set forth in this Agreement, the City of Yankton hereby agrees that the portions of Lots 16, 17, and 18 conveyed to the City of Yankton pursuant to this transfer shall continue to be included in all development calculations associated with such lots retained by the Seller. Specifically, the entire square footage of each Lot before this transfer to the City of Yankton shall be considered when calculating allowable construction densities and coverage areas on each lot. This provision shall be included within the Quitclaim Deed transferring the Property to the City.

7. **Disclosures.** Buyer agrees it has been given the opportunity to fully examine the Property and are purchasing the Property in its “as is” condition. Buyer expressly waive any property condition disclosures with respect to the Property as may otherwise be required by applicable law.

8. **Payment of Expenses.** The Buyer shall be responsible for paying the South transfer tax, for the recording fees in connection with recording the Warranty Deed, all fees charged by the closing agent to close the transaction, and the title search.

9. **Legal Fees.** Each party shall be responsible for their own attorney's fees, if any. Sellers acknowledge that she has reviewed this Agreement and have had an opportunity, at their discretion, to contact an attorney of their choice to review this

10. **Personal Property.** There is no personal property included in this sale.

11. **Damage or Destruction of the Property.** In the event the Property is damaged or destroyed prior to closing of this transaction, then this transaction shall be null and void at the Buyer' election. However, parties may renegotiate and enter into a new Purchase Agreement.

12. **Mutual Understanding.** The parties mutually agree that this instrument shall in no way be construed to convey the premises or to create a lien thereon.

13. **Binding Agreement.** The parties to this Agreement hereby bind themselves, their heirs, executors, administrators and assigns to the terms and conditions hereof.

14. **Time is of the Essence.** It is specifically understood by all parties that time is of the essence in the making and performance of this Agreement.

15. **Miscellaneous Provisions.**

- (a) The parties agree that this Purchase Agreement represents the entire contract between them, and that there are no other oral or collateral agreements or understandings of any kind or character except those contained herein.
- (b) All signed copies of this Agreement shall be construed the same as the original hereof, and the Agreement may be signed in counterparts.
- (c) Paragraph captions contained in this Agreement are not intended to either broaden or limit the interpretation or the construction of this Agreement.
- (d) Choice of Law/Venue. 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.
- (e) Severance. 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.

BUYER

Dated this ____ day of
March, 2022.

SELLER

Dated this ____ day of
March, 2022.

CITY OF YANKTON

By: Amy Leon
Its: City Manager

Barbara Hansen