



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, May 9, 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 April 25, 2022 and Work Session meeting of April 25, 2022**
Attachment I-2
3. **Schedule of Bills**
Attachment I-3
4. **Proclamation – Police Week**
Attachment I-4
5. **City Manager’s Report**
Attachment I-5
6. **Public Appearances**

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

II. CONSENT ITEMS

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

1. Establishing public hearing for transfer of ownership

Establish May 23, 2022, as the date for the public hearing on the request for a transfer of ownership of a Retail (on-off-sale) Wine & Cider for January 1, 2022 to December 31, 2022, from TST, Inc. d/b/a Phinneys Pub & Casino (John Tuttle, President), to Phinney's, LLC., d/b/a Phinney's Pub & Casino (Deb Palmer, President), 2101 Broadway Tenancy Location 40 & 50, Yankton, S.D.

Attachment II-1

2. Establishing public hearing for transfer of ownership

Establish May 23, 2022, as the date for the public hearing on the request for a transfer of ownership of a Retail (on-off-sale) Malt Beverage & SD Farm Wine for July 1, 2022, to June 30, 2023, from TST, Inc. d/b/a Phinneys Pub & Casino (John Tuttle, President), to Phinney's, LLC., d/b/a Phinney's Pub & Casino (Deb Palmer, President), 2101 Broadway Tenancy Location 40 & 50, Yankton, S.D.

Attachment II-2

3. Budget Meeting Date

Setting date of June 13, 2022, with a second date of June 14, 2022 (to be used if necessary) at 5:30 pm in CMTEA Room #114 for Budget Meetings to discuss CIP

4. Work Session

Setting date of May 23, 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

5. Establish public hearing for sale of alcoholic beverages

Establish May 23, 2022, as the date for the public hearing on the request for a Special Events Retail (on-sale) Liquor License for 1 day, June 4, 2022, from Stripes, Inc d/b/a Mojo's 3rd Street, 106 E 3rd St, Yankton, SD at The Meridian Venue, 101 E. 3rd Street, Yankton, SD.

Attachment II-5

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.

NONE

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. OTHER BUSINESS

None

V. ADJOURN SINE DIE

YANKTON BOARD OF CITY COMMISSIONERS

-Regular City Commission Meeting beginning at 7:30 P.M.-

Monday, May 9, 2022

City of Yankton Community Meeting Room

Located at the Career Manufacturing Technical Education Academy

- I. Oath of office administered to re-elected and newly-elected City Commissioners
- II. Roll Call
- III. Selection of Mayor for the 2022-23 Term

IV. **NEW BUSINESS**

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

1. **Renewal of Malt Beverage Licenses**

Consideration of Memorandum #22-73 regarding the renewal of Malt Beverage Licenses for the 2022-23 licensing period

Attachment IV-1

2. **Purchase Agreement**

Consideration of Memorandum #22-85 regarding Resolution #22-17, an offer to purchase approximately 8 acres of city-owned land northwest of the intersection of Broadway Avenue and 31st Street.

Attachment IV-2

3. **Agreement with Stockwell for Westside Park Meditative Garden**

Consideration of Memorandum #22-75 regarding Agreement with Stockwell for Westside Park Meditative Garden

Attachment IV-3

4. **Funding Agreements for Westside Park Meditative Garden, Sundial & Labyrinth**

Consideration of Memorandum #22-76 regarding Funding Agreement for Westside Park Meditative Garden, Sundial & Labyrinth

- (a) Meditative Garden; and
- (b) Sundial & Labyrinth

Attachment IV-4

5. **Funding Request for Riverside Baseball Stadium Turf Replacement**

Consideration of Memorandum #22-77 regarding request for funding for Riverside Baseball Stadium Turf Replacement

Attachment IV-5

6. **Funding Request for Skate Park Equipment**

Consideration of Memorandum #22-78 regarding request for funding for Skate Park Equipment

Attachment IV-6

- 7. Tractor Backhoe Equipment Purchase**
Consideration of Memorandum #22-74 and Resolution #22-16 regarding equipment purchase from Sourcewell Contract for new Tractor Backhoe to be shared with Water, Wastewater and Street Departments
Attachment IV-7
- 8. Contract Award – Yankton Geographic Information System Mapping Project**
Consideration of Memorandum #22-79 regarding Contract Award for Yankton Geographic Information System Mapping Project
Attachment IV-8
- 9. Sidewalk Café License**
Consideration of Memorandum #22-80 regarding Sidewalk Cafe Permit Application-100 East 3rd Street d/b/a Walnut Tavern
Attachment IV-9
- 10. Music at the Meridian Concert Series**
Consideration of Memorandum #22-82 regarding Music at the Meridian Concert Series
Attachment IV-10
- 11. Kids in the Park**
Consideration of Memorandum #22-83 regarding Music at the Meridian Concert Series
Attachment IV-11
- 12. Fireworks Public Display**
Consideration of Memorandum #22-81 regarding Request by the City of Yankton Parks and Recreation Department for a Fireworks Public Display on July 4, 2022
Attachment IV-12
- 13. Resolution – Bond Issuance CW (Clean Water)**
Consideration of Memorandum #22-84 and Resolution #22-18 giving approval to certain sewer facilities improvements; giving approval to the issuance and sale of a revenue bond to finance, directly or indirectly, the improvements to the facilities; approving the form of the loan agreement and the revenue bond and pledging revenues and collateral to secure the payment of the revenue bond; and creating special funds and accounts for the administration of funds for operation of the system and retirement of the revenue bond
Attachment IV-13
- 14. Resolution – Bond Issuance CW (Clean Water)**
Consideration of Memorandum #22-86 and Resolution #22-19 giving approval to certain sewer facilities improvements; giving approval to the issuance and sale of a revenue bond to finance, directly or indirectly, the improvements to the facilities; approving the form of the loan agreement and the revenue bond and pledging revenues and collateral to secure the payment of the revenue bond; and creating special funds and accounts for the administration of funds for operation of the system and retirement of the revenue bond
Attachment IV-14

15. Resolution – Bond Issuance (DW) Drinking Water)

Consideration of Memorandum #22-87 and Resolution #22-20 giving approval to certain sewer facilities improvements; giving approval to the issuance and sale of a revenue bond to finance, directly or indirectly, the improvements to the facilities; approving the form of the loan agreement and the revenue bond and pledging revenues and collateral to secure the payment of the revenue bond; and creating special funds and accounts for the administration of funds for operation of the system and retirement of the revenue bond

Attachment IV-15

16. Sidewalk Café License

Consideration of Memorandum #22-88 regarding Sidewalk Cafe Permit Application-301 East 3rd Street d/b/a The Boat House

Attachment IV-16

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 MAY 9, 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
CITY COMMISSION WORK SESSION, 6:00 P.M.
APRIL 25, 2022**

Work Session of the 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.

There were no public appearances at this time.

Amy Leon, City Manager, introduced the subject of Tax Increment Financing District (TIF) 101 and welcomed Dave Mingo and Toby Morris.

Dave Mingo, Community & Economic Development Director, gave a brief history of Yankton's Tax Increment Districts. Toby Morris, Senior Vice President of Colliers Securities LLC, gave a PowerPoint presentation of the legal formation of TIDS and explained codified law changes that have occurred that make school districts property tax revenue neutral for the duration of TIDS. Commissioners had questions for Dave and Toby, discussion was held about tax increment financing. No official Commission action occurred at this work session.

Action 22-91

Moved by Commissioner Johnson, seconded by Commissioner Villanueva, to adjourn at 6:53 p.m.

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

Motion adopted.

Stephanie Moser
Mayor

ATTEST:

Al Viereck
Finance Officer

**CHAMBER OF THE BOARD OF CITY COMMISSIONERS
YANKTON, SOUTH DAKOTA
APRIL 25, 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 22-92

Moved by Commissioner Webber, seconded by Commissioner Villanueva, to approve Minutes of regular meeting of April 11, 2022 and Special Meeting of April 15, 2022.

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

Motion adopted.

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

Amy introduced Scott Knudson, Representative of Community Partners Research Inc., presented a Power Point Presentation and gave an executive summary of the recent housing survey contracted by Thrive.

Action 22-93

Moved by Commissioner Maibaum, seconded by Commissioner Johnson, to approve the following consent agenda items:

1. **Transient Merchant License – Meridian District**
Consideration of Memorandum #22-64 recommending approval of the application from Meridian District for:
 - A) Transient Merchant License for May 1 – October 31, 2022.
2. **Establish public hearing for sale of alcoholic beverages**
Establish May 9, 2022, as the date for the public hearing on the request for a Special Events Retail (on-sale) Liquor License for 1 day, August 27, 2022, from Utica Hall/Rueb, LLC d/b/a Utica Hall, 801 McCarthy Street, Utica, SD at The Meridian Venue, 101 E. 3rd Street, Yankton, SD.
3. **Special Events Dance License**
Consideration of Memorandum #22-65 recommending approval of the application from 3rd on 3rd:
 - A) Special Events Dance License for July 3, 2022
4. **Special Events Dance License**
Consideration of Memorandum #22-66 recommending approval of the application from Mojo’s 3rd Street Pizza:
 - A) Special Events Dance License for June 4, 2022

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

Action 22-94

Moved by Commissioner Miner, seconded by Commissioner Benson, to approve Resolution 22-15.
(Memorandum 22-72)

RESOLUTION 22-15

Resolution of Local Commitment

WHEREAS, the City of Yankton has identified the need to construct infrastructure in a new development located northwest of the intersection of Highway 50 and Highway 81 as depicted in the associated exhibits, and

WHEREAS, the City of Yankton is eligible for Local Infrastructure Improvement Program funding from the Governor’s Office of Economic Development, and

NOW, THEREFORE, BE IT RESOLVED that the City of Yankton will seek assistance through the Governor’s Office of Economic Development Local Infrastructure Improvement Program in accordance with all program requirements, and

BE IT FURTHER RESOLVED that the City of Yankton will be responsible for all required match associated with the project, and

BE IT FURTHER RESOLVED that the City of Yankton will be responsible for all maintenance and repairs of the infrastructure after the construction of the project, and

BE IT FURTHER RESOLVED that the Mayor of the City of Yankton be authorized to execute this Local Infrastructure Improvement Program application and if approved, the City Manager be authorized to execute all administrative documents associated with application and administration of said grant requirements.

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

Action 22-95

This was the time and place for the bid opening for the West City Limits Road (WCLR)/Summit Street/21st Street Reconstruction Project. The following bids were received and opened on April 14th, 2022 at 3:00 p.m.: Masonry Components, Inc., Yankton, SD for \$1,011,689.58; D&G Concrete Construction, Inc., Sioux Falls, SD for \$1,019,046.50; Feimer Construction, Inc., Yankton, SD for \$1,122,113.10; Hulstein Excavating, Inc., Edgerton, MN for \$1,304,493.25. (Memorandum 22-69)
Moved by Commissioner Brunick, seconded by Commissioner Benson, to award the bid to Masonry Components, Inc., in the amount of \$1,011,689.58.

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

Action 22-96

This was the time and place for the bid opening for the 5th Street from Spruce Street to Green Street Project. The following bids were received and opened on April 14th, 2022 at 3:00 p.m.: Masonry Components, Inc., Yankton, SD for \$566,650.25; Feimer Construction, Inc., Yankton, SD for \$570,300.55; D&G Concrete Construction, Inc., Sioux Falls, SD for \$599,794.95; Slowey Construction, Inc., Yankton, SD for \$662,247.50; Hulstein Excavating, Inc. Edgerton, MN for \$822,533.40. (Memorandum 22-70)

Moved by Commissioner Benson, seconded by Commissioner Villanueva, to award the contract to Masonry Components, Inc., in the amount of \$566,650.25.

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

Motion adopted.

Action 22-97

This was the time and place for the bid opening for the Taxiway “A” Rehabilitation Project at Chan Gurney Municipal Airport. Only one bid was received and opened on April 14th, 2022 at 3:00 p.m. from Screed Tech of Fairbury, Nebraska. (Memorandum 22-63)

Moved by Commissioner Johnson, seconded by Commissioner Maibaum, to award the contract to Screed Tech of Fairbury, Nebraska for the bid amount of \$226,217.50 and authorize the City Manager to execute the bid award, Change Order #1, and FAA AIP Grant Application for the Taxiway “A” Rehabilitation Project.

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

Motion adopted.

Action 22-98

Moved by Commissioner Webber, seconded by Commissioner Miner, to approve the agreement with Roger Wilco Aviation Services, LLC to provide mechanic service at Chan Gurney Municipal Airport. (Memorandum 22-62)

Roll Call: Commissioners voting “Aye” were Benson, Brunick, Johnson, Miner, Schramm, Webber, Villanueva and Mayor Moser; voting “Nay:” None. Abstain: Commissioner Maibaum.

Motion adopted.

Action 22-99

This was the time and place for the bid opening for the Westside Park Improvements Project. The following bids were received and opened on April 14th, 2022 at 3:00 p.m.: Feimer Construction, Inc., Yankton, SD for \$1,443,325.00 and LT Companies, Tea, SD for \$1,162,110.00. (Memorandum 22-68)

Moved by Commissioner Miner, seconded by Commissioner Webber, to award the Westside Park Improvements contract, to LT Companies, Tea, SD in the amount of \$1,162,110.00.

Before voting, Commissioners had a discussion about the qualifications of the low bidder.

After further discussion, moved by Commissioner Webber, seconded by Commissioner Miner, to ‘Call the Question.’

Roll Call: Commissioners voting “Aye” were Benson, Johnson, Miner, Webber, Villanueva and Mayor Moser; Commissioners voting “Nay” were Brunick, Maibaum and Schramm. Motion adopted.

Then the original motion was voted on.

Roll Call: Commissioners voting “Aye” were Benson, Johnson, Miner, Webber, Villanueva and Mayor Moser; Commissioners voting “Nay” were Brunick, Maibaum and Schramm. Motion adopted.

Action 22-100

This was the time and place for the bid opening for the Yankton Infrastructure Recovery and Critical Capacity WWTP EDA Improvements. One bid was received and opened on March 30th, 2022 at 3:00 p.m. (Memorandum 22-67)

Moved by Commissioner Schramm, seconded by Commissioner Maibaum, to award the bid for the Yankton Infrastructure Recovery and Critical Capacity WWTP EDA Improvements to John T. Jones, in the total amount of \$9,894,000.00.

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

Action 22-101

Moved by Commissioner Johnson, seconded by Commissioner Villanueva, to formally adopt the 2022-2025 City of Yankton Strategic Plan with cyber security included in both the immediate and long range project lists. (Memorandum 22-71)

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

Action 22-102

Moved by Commissioner Miner, seconded by Commissioner Villanueva, to adjourn at 8:12 p.m.

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

Stephanie Moser
Mayor

ATTEST:

Al Viereck
Finance Officer

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
A-OX WELDING SUPPLY CO I	PROPANE	164.30	CHEMICALS & GASES	801.801.240		298-602	022969	P	565	00003
AUCH/DAWN	SHELTER REFUND	75.00	RENTALS - PARK	201.3620		3.24.22	080658	P	565	00002
AUTOMATIC BUILDING CONTR	INSPECTION	2,680.00	PROFESSIONAL SERVICES	601.601.202		231032	220123	P	565	00001
BANNER ASSOCIATES INC	PROFESSIONAL SERVICES	43,406.76	BUILDINGS & STRUCTURES	204.204.320		36921	020857	P	571	00001
BB&T GOVERNMENTAL FINANC	HFAC BOND	277,672.95	PRINCIPAL	202.202.441		4.14.22	021701	P	565	00004
	HFAC BOND	189,392.73	INTEREST	202.202.411		4.14.22	021701	P	565	00005
	SALES TAX BOND	18,433.72	INTEREST	323.323.411		4.14.22	021702	P	565	00006
		485,499.40	*VENDOR TOTAL							
BLACKSTRAP INC	ROAD SALT	1,609.65	CHEMICALS	101.124.240		132058	022965	P	565	00008
	ROAD SALT	3,397.11	CHEMICALS	101.124.240		132110	022966	P	565	00007
	ROAD SALT	1,652.94	CHEMICALS	101.124.240		132193	022964	P	565	00009
		6,659.70	*VENDOR TOTAL							
BRENT MIELKE	SUMMER PROGRAM	350.00	RECREATION SUPPLIES	701.701.242		3.28.22	022671	P	573	00004
CAMPBELL/STU	LARGE PRINT BOOK	15.16	BOOKS	101.142.340		4.25.22	022676	P	573	00001
CEDAR KNOX PUBLIC POWER	ELECTRICITY	718.37	ELECTRICITY	601.601.272		350022554	005176	P	565	00021
	ELECTRICITY	425.30	ELECTRICITY	201.201.272		350035355	005243	P	565	00022
		1,143.67	*VENDOR TOTAL							
CENTURYLINK	PHONE	83.20	TELEPHONE	601.601.271		4.18.22	002828	P	565	00010
	PHONE	166.40	TELEPHONE	611.611.271		4.18.22	002828	P	565	00011
	PHONE	581.26	TELEPHONE	101.111.271		4.18.22	002829	P	565	00012
	PHONE	168.48	TELEPHONE	101.123.271		4.18.22	002829	P	565	00013
	PHONE	83.20	TELEPHONE	601.601.271		4.18.22	003059	P	565	00014
	PHONE	83.20	TELEPHONE	611.611.271		4.18.22	003059	P	565	00015
	PHONE	5.06	TELEPHONE	101.102.271		4.28.22	002262	P	575	00017
	PHONE	9.10	TELEPHONE	101.104.271		4.28.22	002262	P	575	00018
	PHONE	4.15	TELEPHONE	101.122.271		4.28.22	002262	P	575	00019
	PHONE	22.16	TELEPHONE	101.111.271		4.28.22	002262	P	575	00020
	PHONE	11.70	TELEPHONE	101.114.271		4.28.22	002262	P	575	00021
	PHONE	0.30	TELEPHONE	101.115.271		4.28.22	002262	P	575	00022
	PHONE	1.26	TELEPHONE	101.123.271		4.28.22	002262	P	575	00023
	PHONE	1.92	TELEPHONE	101.127.271		4.28.22	002262	P	575	00024
	PHONE	4.89	TELEPHONE	201.201.271		4.28.22	002262	P	575	00025

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
CENTURYLINK								
	PHONE	5.26	TELEPHONE	601.601.271		4.28.22	002262 P	575 00026
	PHONE	2.66	TELEPHONE	611.611.271		4.28.22	002262 P	575 00027
	PHONE	1.78	TELEPHONE	637.637.271		4.28.22	002262 P	575 00028
	PHONE	3.78	TELEPHONE	801.801.271		4.28.22	002262 P	575 00029
	PHONE	57.43	TELEPHONE	611.611.271		4.28.22	003065 P	575 00030
		1,297.19	*VENDOR TOTAL					
CHS								
	PROPANE	247.50	GARAGE GASOLINE & LUBRIC	801.801.238		125900	022962 P	565 00019
CHUCKS SANITARY SERVICE								
	SEWER CLEANING	125.00	REP. & MAINT. - BUILDING	101.141.223		8169	022906 P	575 00001
CITY OF VERMILLION								
	JT POWERS CASH TRANSFER	70,074.00	COST OF SERVICE PROVIDED	637.637.206		APRIL 2022	003067 F	575 00044
CITY OF YANKTON-CITY CLE								
	CITY WIDE CLEAN UP	19,125.66	CLEAN-UP WEEK TIPPING FE	631.631.218		14545	005525 F	575 00045
CITY OF YANKTON-PARKS								
	LANDFILL CHARGES	98.82	LANDFILL	201.201.276		4.6.22	003889 P	565 00020
CITY OF YANKTON-SOLID WA								
	COMPACTED GARBAGE	15,207.91	LANDFILL TIPPING FEE	631.631.219		14475	005524 F	575 00046
CITY OF YANKTON-WATER								
	GARBAGE	13.70	LANDFILL	601.601.276		366851	220136 P	575 00002
CONSTRUCTION & AGGREGATE								
	STRAPS	487.61	OPERATING SUPPLIES & MAT	637.637.240		0351278-IN	022776 P	565 00023
CORNHUSKER INTL TRUCK IN								
	FUEL WATER	128.11	GARAGE PARTS	801.801.249		4175189	022737 P	565 00024
CREDIT COLLECTION SERVIC								
	UT COLLECTION	154.82	PROFESSIONAL SERVICES	601.601.202		4.14.22	001858 P	565 00016
	UT COLLECTION	68.48	PROFESSIONAL SERVICES	611.611.202		4.14.22	001858 P	565 00017
	UT COLLECTION	70.33	PROFESSIONAL SERVICES	631.631.202		4.14.22	001858 P	565 00018
		293.63	*VENDOR TOTAL					
DANKO EMERGENCY EQUIPMEN								
	SPANNER WRENCH	34.06	REP. & MAINT. - EQUIPMEN	101.114.221		122642	225514 P	575 00003
DEN HERDER LAW OFFICE, P								
	LEGAL SERVICES	1,380.66	PROFESSIONAL SERVICES	101.103.202		8079	022305 P	565 00025
DEPT OF ENVIRONMENT								
	2017-REC-403 SW	23,215.64	SWMP PRINCIPAL	631.631.441		4.14.22	021576 P	565 00026
	2017-REC-403 SW	3,470.14	INTEREST EXPENSE	631.631.411		4.14.22	021576 P	565 00027
	2016L-SW-301	21,643.21	BUILDING ADDITION PRINCI	637.637.441		4.14.22	021575 P	565 00028

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
DEPT OF ENVIRONMENT								
	2016L-SW-301	2,834.21	INTEREST EXPENSE	637.637.411		4.14.22	021575 P	565 00029
	2005L-RLA-106-2	2,015.78	BUILDING ADDITION PRINCI	637.637.441		4.14.22	021858 P	565 00030
	2005L-RLA-106-2	289.04	INTEREST EXPENSE	637.637.411		4.14.22	021858 P	565 00031
	2005L-RLA-106	8,744.98	BUILDING ADDITION PRINCI	637.637.441		4.14.22	021859 P	565 00032
	2005L-RLA-106	960.59	INTEREST EXPENSE	637.637.411		4.14.22	021859 P	565 00033
		63,173.59	*VENDOR TOTAL					
DIAMOND VOGEL INC								
	ROAD PAINT	69.90	ROAD MATERIALS	101.123.239		287308172	022970 P	565 00035
	ROAD PAINT	1,667.60	ROAD MATERIALS	101.123.239		349-657	022978 P	565 00034
		1,737.50	*VENDOR TOTAL					
ELECTAIR INC								
	SERVICE CALL	232.14	REP. & MAINT. - PLANT	601.601.221		S-66924	220128 P	565 00036
ELECTRONIC FROG ADVERTIS								
	BILLBOARDS ADS	9,920.00	ADVERTISING	202.202.211		1060	080657 P	565 00037
FIRST DAKOTA NAT'L BANK								
	FIRE STATION DEBT SERV	14,127.50	INTEREST	101.114.411		4.14.22	021567 P	565 00038
FISHER/BRUCE								
	OVER PAYMENT UTILITIES	89.26	METERED SALES	601.3810		5.19.22	023012 P	565 00041
FREY/BRANDON								
	PER DIEM	90.00	TRAVEL EXPENSE	101.111.263		2.3.22	022004 P	565 00040
FRONTIER MILLS INC								
	LAWN SEED	90.76	ROAD MATERIALS	101.123.239		115209	022975 P	565 00039
GENERAL TRAFFIC CONTROLS								
	TRAFFIC SIGNALS	18,466.00	EQUIPMENT	101.126.350		21930	022977 P	565 00042
GEOTEK ENG & TESTING SER								
	WESTSIDE PARK TESTING	4,397.00	WESTSIDE PARK IMPROVEMEN	503.545.320		2207010-N	022721 P	565 00047
GERSTNER OIL CO								
	FUEL	29,530.64	GARAGE GASOLINE & LUBRIC	801.801.238		185344	022961 P	565 00043
	FUEL	3,560.40	MOTOR VEHICLE FUEL & SUP	637.637.224		39196	022945 P	565 00046
	OIL	6,939.25	GARAGE GASOLINE & LUBRIC	801.801.238		64837	022959 P	565 00045
	OIL	1,611.50	GARAGE GASOLINE & LUBRIC	801.801.238		64840	022960 P	565 00044
		41,641.79	*VENDOR TOTAL					
GRAYMONT WI LLC								
	CHEMICALS	5,084.10	CHEMICALS & GASES	601.601.240		170855RI	220135 P	571 00002
HALVORSON/TERRY								
	PERMIT REIMBURSEMENT	355.50	PROFESSIONAL SERVICES	101.106.202		BLDG-22-0064	022640 P	565 00052

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
HANSON BRIGGS ADVERTISIN	RECEIPT BOOK	208.38	PRINTING & BINDING	101.111.233		28824	221510	P	565	00051
	ENVELOPES	168.63	OFFICE SUPPLIES	601.601.232		29826	022644	P	565	00048
	ENVELOPES	189.71	OFFICE SUPPLIES	611.611.232		29826	022644	P	565	00049
	ENVELOPES	63.24	OFFICE SUPPLIES	631.631.232		29826	022644	P	565	00050
		629.96	*VENDOR TOTAL							
HARN RO SYSTEMS INC	FILTERS	11,480.86	REP. & MAINT. - PLANT	601.601.221		1935	220124	P	565	00054
HAWKINS INC	CHEMICALS	820.13	CHEMICALS & GASES	203.203.240		6158474-8536	080204	P	565	00055
	CHEMICALS	884.50	CHEMICALS & GASES	202.202.240		6158474-8536	080204	P	565	00056
	CHEMICALS	1,044.42	CHEMICALS & GASES	611.611.240		6158490	221007	P	565	00053
	CHEMICALS	6,293.23	CHEMICALS & GASES	601.601.240		6158491	220126	P	565	00096
	CHEMICALS	11,873.16	CHEMICALS & GASES	601.601.240		6166785	220134	P	571	00003
	CHEMICALS	30.32	CHEMICALS & GASES	202.202.240		6168969	080205	P	571	00007
	CHEMICALS	1,044.42	CHEMICALS & GASES	611.611.240		6170904	221009	P	575	00004
	CHEMICALS	4,345.10	CHEMICALS & GASES	601.601.240		6170905	220137	P	575	00013
		26,335.28	*VENDOR TOTAL							
HDR ENGINEERING INC	WWTP EDA IMPROVEMENTS	41,037.69	2019 WW IMPROVEMENTS PHA	611.611.332		1200421202	021019	P	571	00006
	W-WW COLLECTION PLAN	22,402.65	GIS MODELING	602.602.318		1200422404	022801	P	571	00004
	W-WW COLLECTION PLAN	22,402.65	COLLECTION MODEL/MASTER	611.611.318		1200422404	022801	P	571	00005
		85,842.99	*VENDOR TOTAL							
HEIMAN FIRE EQUIPMENT IN	PROTECTIVE EQUIPMENT	27,271.00	EQUIPMENT	101.114.350		303-304	225515	P	575	00005
HERITAGE HOMES INC.	1/2 SP APPROPRIATION	1,250.00	CRAMER-KENYON HOUSE	211.231.558		4.13.22	022613	P	565	00057
HORN/GARRETT	SIDEWALK REIMBURSEMENT	416.75	BUILDINGS & STRUCTURES	101.123.320		4.26.22	022905	P	575	00014
J & H CARE & CLEANING CO	JANITORIAL SUPPLIES	2,900.00	CONTRACTED SERVICES	203.203.204		100918	080659	P	571	00008
	JANITORIAL SERVICES	1,200.00	CONTRACTED SERVICES	101.142.204		100919	022677	P	573	00002
		4,100.00	*VENDOR TOTAL							
JJ BENJI'S	EMPLOYEE UNIFORMS	2,404.00	UNIFORMS & DRY GOODS	202.202.244		20160	080660	P	571	00009
KC ENTERTAINMENT SERVICE	SUMMER PROGRAM	375.00	RECREATION SUPPLIES	701.701.242		3.28.22	022673	P	573	00003
KLEINS TREE SERVICE	TREE TRIMMING	3,150.00	ABATEMENT	101.106.204		1839	022902	P	565	00060

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
KLEINS TREE SERVICE	STUMP REMOVAL	11,400.00	EMERALD ASH BORE STUMPS	201.201.250		1840	080661	P	571	00013
	TREE REMOVAL	2,100.00	EMERALD ASH BORE STUMPS	201.201.250		1841	080662	P	571	00012
		16,650.00	*VENDOR TOTAL							
KLJ ENGINEERING LLC	BIDDING & DESIGN SERVICE	23,737.09	TAXIWAY A REHAB	502.511.386		10167081	022941	P	565	00059
	EASEMENT ASSISTANCE	2,000.00	PROFESSIONAL SERVICES	502.511.202		10167606	022981	P	565	00061
		25,737.09	*VENDOR TOTAL							
KNIFE RIVER - SOUTH DAKO	23RD AND GREEN ST	1,573.00	REP. & MAINT. - DISTRIBU	601.601.226		19517	220125	P	571	00010
	ROAD MATERIALS	365.00	ROAD MATERIALS	101.123.239		317710	022986	P	571	00014
		1,938.00	*VENDOR TOTAL							
LEWIS & CLARK BHS	1/2 SP APPROPRIATION	10,000.00	LEWIS & CLARK MENTAL HEA	101.131.552		4.13.22	022606	P	565	00063
LEWIS & CLARK THEATRE CO	1/2 SP APPROPRIATION	1,250.00	LEWIS AND CLARK THEATRE	211.231.563		4.13.22	022614	P	565	00062
LIFESPAN FITNESS	UNDER DESK TREADMILL	1,599.00	EQUIPMENT	208.208.350		60908	220010	P	575	00006
MCLEODS PRINTING	ELECTION SUPPLIES	429.53	ELECTION	101.104.204		57273	023003	P	565	00065
MIDAMERICAN ENERGY	FUEL	10,954.11	FUEL-HEATING	611.611.273		4.4.22	002904	P	565	00066
MIDWEST TAPE	AV	523.87	AV - CAPITAL	101.142.342		371-228-062	022678	P	573	00005
MILLENIUUM RECYCLING	SINGLE STREAM RECYCLING	1,870.05	CONTRACTED SERVICE-MILLE	631.631.204		478420	022973	P	565	00064
	SINGLE STREAM RECYCLING	3,052.70	CONTRACTED SERVICE-MILLE	631.631.204		478597	022984	P	571	00015
		4,922.75	*VENDOR TOTAL							
NORTHLAND TRUST SERVICES	FIRE STATION AGENT FEE	495.00	OTHER DEBT SERVICE	101.114.431		4.15.22	021532	P	565	00067
OBSERVER	ADS	48.00	ADVERTISING	203.203.211		4.6.22	080656	P	565	00082
OLSON'S PEST TECHNICIANS	PEST CONTROL	140.00	REP. & MAINT. - BUILDING	101.125.223		244178	022900	P	565	00070
	PEST CONTROL	420.00	REP. & MAINT. - BUILDING	101.114.223		485-486-253-25	225517	P	575	00007
		560.00	*VENDOR TOTAL							

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
ONE OFFICE SOLUTION	OFFICE SUPPLIES	140.25	OFFICE SUPPLIES	101.104.232		458989	022641	P	565	00068
	ELECTION SUPPLIES	46.15	ELECTION	101.104.204		458989	022641	P	565	00069
		186.40	*VENDOR TOTAL							
PEACE OFFICERS ASSN/SD	DUES	150.00	MEMBERSHIP DUES	101.111.261		4.21.22	221511	P	571	00016
PEDERSEN/BRANDI	REFUND	40.00	SAC PROGRAMS	203.3746		4.6.22	080250	P	565	00071
	SALES TAX	2.60	SALES TAX PAYABLE	203.2073		4.6.22	080250	P	565	00072
		42.60	*VENDOR TOTAL							
PRESS DAKOTA MSTAR SOLUT	BIDS	53.28	PRINTING & BINDING	101.123.233		128113	022774	P	565	00080
	BIDS	60.48	PUBLISHING	101.122.211		128440	022782	P	565	00076
	BIDS	135.64	PUBLISHING	101.122.211		128840	022942	P	565	00075
	BIDS	59.61	PUBLISHING	101.122.211		128842	022943	P	565	00074
	NOTICES	25.92	PUBLISHING	101.101.211		2504	022657	P	565	00077
	COMMISSION MINUTES	93.12	PUBLISHING	101.101.211		2504	022659	P	565	00079
	ORDINANCES 1059 & 1060	80.32	PUBLISHING	101.101.211		2504	022658	P	565	00081
	COMMISSION MINUTES	225.28	PUBLISHING	101.101.211		3.31.22	022662	P	565	00073
	VOTER REGISTRATION	25.63	ELECTION	101.104.204		3.31.22	022654	P	565	00078
		759.28	*VENDOR TOTAL							
QUADIENNT LEASING USA INC	POSTAGE	33.90	POSTAGE	101.102.231		9372969	012407	P	571	00017
	POSTAGE	33.90	POSTAGE	101.104.231		9372969	012407	P	571	00018
	POSTAGE	61.02	POSTAGE	101.111.231		9372969	012407	P	571	00019
	POSTAGE	162.72	POSTAGE	101.122.231		9372969	012407	P	571	00020
	POSTAGE	183.06	POSTAGE	601.601.231		9372969	012407	P	571	00021
	POSTAGE	115.26	POSTAGE	611.611.231		9372969	012407	P	571	00022
	POSTAGE	67.80	POSTAGE	631.631.231		9372969	012407	P	571	00023
	POSTAGE	20.34	POSTAGE	637.637.231		9372969	012407	P	571	00024
		678.00	*VENDOR TOTAL							
RACOM CORPORATION	RADIO ACCESS	35.80	PROFESSIONAL SERVICES	101.111.202		220320	210004	P	575	00008
RDO EQUIPMENT COMPANY	PARTS	791.07	GARAGE PARTS	801.801.249		5434405	022963	P	571	00026
RON'S AUTO GLASS REPAIR	PARTS	240.00	GARAGE PARTS	801.801.249		099209	022983	P	571	00025
ROTHERMEL/JONAH	BOOT REIMBURSEMENT	130.00	UNIFORMS & DRY GOODS	601.601.244		2295820	202206	P	565	00083
SANITATION PRODUCTS INC	PARTS	3,250.00	GARAGE PARTS	801.801.249		82001	022968	P	565	00086

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
SANITATION PRODUCTS INC	DIRT SHOES	513.00	GARAGE PARTS	801.801.249		82027	022958	P	565	00087
		3,763.00	*VENDOR TOTAL							
SIGN SOLUTIONS	SIGNS	198.27	ROAD MATERIALS	101.123.239		400831	022974	P	565	00084
	SIGNS	307.71	ROAD MATERIALS	101.123.239		400895	022967	P	565	00085
		505.98	*VENDOR TOTAL							
SOUTH DAKOTA 811	LOCATE FEE	92.40	LOCATES	601.601.208		22-00515	022803	P	571	00027
	LOCATE FEE	92.40	LOCATES	611.611.208		22-00515	022803	P	571	00028
		184.80	*VENDOR TOTAL							
SPENCER QUARRIES INC	TYPE 2A CHIPS	2,053.94	ROAD MATERIALS	101.123.239		45766	022976	P	565	00088
TENNEBOE/ZACHARY D	SUMMER PROGRAM	225.00	RECREATION SUPPLIES	701.701.242		3.28.22	022672	P	573	00006
THIRD MILLENNIUM ASSO IN	UTILITY BILLING	261.98	PROFESSIONAL SERVICES	601.601.202		27615	003880	P	575	00009
	UTILITY BILLING	294.72	PROFESSIONAL SERVICES	611.611.202		27615	003880	P	575	00010
	UTILITY BILLING	98.23	PROFESSIONAL SERVICES	631.631.202		27615	003880	P	575	00011
		654.93	*VENDOR TOTAL							
TRUCK TRAILER SALES INC	DOT INSPECTION	4,296.71	GARAGE PARTS	801.801.249		17424-222	022972	P	565	00089
	DOT INSPECTION	2,864.62	GARAGE PARTS	801.801.249		1763-225	022971	P	565	00090
		7,161.33	*VENDOR TOTAL							
UNITED STATES POSTAL SER	POSTAGE METER	129.22	POSTAGE	101.122.231		4.28.22	002989	P	575	00031
	POSTAGE METER	124.32	POSTAGE	101.104.231		4.28.22	002989	P	575	00032
	POSTAGE METER	2.65	POSTAGE	101.111.231		4.28.22	002989	P	575	00033
	POSTAGE METER	22.51	POSTAGE	101.122.231		4.28.22	002989	P	575	00034
	POSTAGE METER	37.63	POSTAGE	637.637.231		4.28.22	002989	P	575	00035
	POSTAGE METER	9.01	POSTAGE	101.102.231		4.28.22	002989	P	575	00036
	POSTAGE METER	41.41	POSTAGE	101.106.231		4.28.22	002989	P	575	00037
	POSTAGE METER	13.78	POSTAGE	101.107.231		4.28.22	002989	P	575	00038
	POSTAGE METER	7.42	POSTAGE	203.203.231		4.28.22	002989	P	575	00039
	POSTAGE METER	79.92	POSTAGE	601.601.231		4.28.22	002989	P	575	00040
	POSTAGE METER	89.91	POSTAGE	611.611.231		4.28.22	002989	P	575	00041
	POSTAGE METER	29.97	POSTAGE	631.631.231		4.28.22	002989	P	575	00042
	POSTAGE METER	23.85	POSTAGE	101.142.231		4.28.22	002989	P	575	00043
		611.60	*VENDOR TOTAL							
UNITED WAY	1/4 SP APPROPRIATION	9,831.25	COLLECTIVE IMPACT-UNITED	101.131.569		4101	022610	P	565	00091

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
US BANK EQUIPMENT FINANC	COPIER LEASE	473.86	RENTALS & XEROX SUPPLIES	101.142.212		47082117	022679	P	573	00007
UTILITY EQUIPMENT COMPAN	RADIO DETECTION LOCATOR	10,046.00	EQUIPMENT	602.602.350		450054605-00	220132	P	575	00015
VESSCO, INC.	PARTS	3,869.78	REP. & MAINT. - PLANT	601.601.221		086-001-759	220138	P	575	00016
WATCHGUARD VIDEO	DVR	480.00	REP. & MAINT. - EQUIPMEN	101.111.221		225342	221508	P	565	00092
WESTERN IOWA TECH COMM C	TRAINING	475.00	LEARNING	101.114.264		4.25.22	225516	P	575	00012
WILSON/DYLAN	PER DIEM	160.00	TRAVEL EXPENSE	101.111.263		1.28.22	022002	P	565	00097
WINCKLER/DANICKA	LIFEGUARD CLASS REFUND	200.00	SAC PROGRAMS	203.3746		4.4.22	080203	P	565	00093
	SALES TAX	13.00	SALES TAX PAYABLE	203.2073		4.4.22	080203	P	565	00094
		213.00	*VENDOR TOTAL							
WINN-911 SOFTWARE	TECH SUPPORT	660.00	PROFESSIONAL SERVICES	601.601.202		226-427	220127	P	565	00095
WOEHL/TOBY	REFUND LICENSING FEE	3,000.00	OTHER LICENSES	101.3220		4.25.22	023014	P	571	00031
XEROX FINANCIAL SERVICES	COPIER LEASE	410.99	COPIES	101.105.234		3196438	021748	P	565	00098
	COPIES	336.02	COPIES	101.105.234		3196438	021748	P	565	00099
	COPIER LEASE	141.94	CONTRACTED SERVICES	203.203.204		3196438	021748	P	565	00100
	COPIES	174.44	COPIES	203.203.234		3196438	021748	P	565	00101
	COPIER LEASE	141.94	COPIES	101.111.234		3196438	021748	P	565	00102
	COPIES	39.94	COPIES	101.111.234		3196438	021748	P	565	00103
	COPIER LEASE	141.94	COPIES	101.104.234		3196438	021748	P	565	00104
	COPIES	106.98	COPIES	101.104.234		3196438	021748	P	565	00105
		1,494.19	*VENDOR TOTAL							
XTREME CAR WASH	PATROL CAR WASHES	286.80	REP. & MAINT. -VEHICLES	101.111.222		4.19.22	221511	P	565	00115
YANKTON AREA ARTS ASSN	1/2 SP APPROPRIATION	2,500.00	YANKTON AREA ARTS	211.231.578		4.13.22	022615	P	565	00108
YANKTON COUNTY DIRECTOR	PICTOMETRY PAYMENT	9,521.57	SUBSCRIPTIONS & PUBLICAT	101.105.235		221	220009	P	565	00109

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
YANKTON FIRE & SAFETY CO	FIRE EXT INSPECTION	233.50	REP. & MAINT. - BUILDING	101.141.223		27191	022899	P	565	00111
	FIRE EXT INSPECTION	184.75	REP. & MAINT. - EQUIPMEN	101.111.221		27214	221507	P	565	00110
	REPAIR FIRE EXTINGUISHER	41.00	REP. & MAINT. - EQUIPMEN	101.111.221		27282	221512	P	571	00032
		459.25	*VENDOR TOTAL							
YANKTON POLICE DEPARTMEN	PETTY CASH	18.00	REP. & MAINT. - EQUIPMEN	101.111.221		4.1.22	021106	P	565	00112
	PETTY CASH	63.00	TRAVEL EXPENSE	101.111.263		4.1.22	021106	P	565	00113
		81.00	*VENDOR TOTAL							
YANKTON REDI MIX INC	ROAD MATERIALS	557.00	ROAD MATERIALS	101.123.239		57861	022985	P	571	00033
YANKTON SCHOOL DISTRICT	1ST QTR SHARED EXPENSES	45,931.11	COST OF SERVICE PROVIDED	203.203.206		3.31.22	022381	P	571	00034
	ROOF & DOOR REPAIRS	4,338.06	COMMON BLDG EQUIPMENT	506.571.350		4.21.22	022381	P	571	00035
		50,269.17	*VENDOR TOTAL							
YANKTON THRIVE	1/4 SP APPROPRIATION	52,430.75	CONVENTION VISITORS BURE	211.231.550		134	022611	P	565	00106
	1/4 SP APPROPRIATION	57,500.00	YANKTON AREA PROGRESSIVE	211.231.551		134	022611	P	565	00107
		109,930.75	*VENDOR TOTAL							
1-800-HANSONS LLC	PERMIT OVERPAYMENT	44.50	PERMITS	101.3230		PERM22012	023011	P	565	00114

Schedule of Bills

VENDOR NAME								
DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID LINE
REPORT TOTALS:	1,265,653.02							

RECORDS PRINTED - 000199

Schedule of Bills

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
101	GENERAL FUND	119,404.49
201	PARKS AND RECREATION	14,104.01
202	HUETHER FAMILY AQUATICS CTR	480,304.50
203	SUMMIT ACTIVITY CENTER	50,278.64
204	MARNE CREEK	43,406.76
208	911/DISPATCH	1,599.00
211	LODGING SALES TAX	114,930.75
323	REVENUE REFUNDING BONDS 2019	18,433.72
502	AIRPORT CAPITAL	25,737.09
503	PARK CAPITAL	4,397.00
506	SPECIAL CAPITAL IMPROV	4,338.06
601	WATER OPERATION	50,155.17
602	WATER RENEWAL/REPLACEMENT	32,448.65
611	WASTE WATER OPERATION	77,643.46
631	SOLID WASTE	66,271.67
637	JOINT POWER	110,669.57
701	LIBRARY TRUST	950.00
801	CENTRAL GARAGE	50,580.48
TOTAL ALL FUNDS		1,265,653.02

BANK RECAP:

BANK	NAME	DISBURSEMENTS
1DAK	FIRST DAKOTA NAT'L BANK CORP	1,265,653.02
TOTAL ALL BANKS		1,265,653.02

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

DATE APPROVED BY

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CLAIM NUMBER	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	INVOICE	PO#	F/P	ID	LINE
AFSCME COUNCIL 65		06454							
	AFSCME DEDUCTIONS	451.00	MISC. EMP. DED.	711.2079				549	00015
	AFSCME DEDUCTIONS	451.00	MISC. EMP. DED.	711.2079				549	00028
	AFSCME DEDUCTIONS	451.00	MISC. EMP. DED.	711.2079				549	00098
		1,353.00	*TOTAL						
AMERICAN FAMILY LIFE COR		00025							
	CANCER & ICU PREMIUMS	5,876.94	CANCER & ICU SUPPLEMENTA	711.2075	4.26.22	001234	P	549	00088
AVERA HEALTH PLANS		05140							
	HSA PREMIUMS	32,989.74	HSA PREMIUMS	711.2063		005122	P	549	00001
	LOW DEDUCTABLE PREMIUMS	52,601.19	HEALTH INSURANCE	711.2068		005122	P	549	00002
	RETIREE PREMIUMS	549.62	HEALTH INSURANCE	711.2068		005122	P	549	00003
		86,140.55	*TOTAL						
CITY UTILITIES		00109							
	WTR-WW CHARGES	172.07	WATER SERVICE	101.114.274				549	00038
	WTR-WW CHARGES	36.04	SEWER SERVICE	101.114.275				549	00039
	WTR-WW CHARGES	141.91	WATER SERVICE	101.125.274				549	00033
	WTR-WW CHARGES	45.22	SEWER SERVICE	101.125.275				549	00034
	WTR-WW CHARGES	178.00	WATER SERVICE	101.127.274				549	00030
	WTR-WW CHARGES	76.50	WASTEWATER SERVICE	101.127.275				549	00031
	WTR-WW CHARGES	47.22	LANDFILL	101.127.276				549	00032
	WTR-WW CHARGES	211.21	WATER SERVICE	101.141.274				549	00051
	WTR-WW CHARGES	120.02	SEWER SERVICE	101.141.275				549	00052
	WATER-WW CHARGES	69.30	WATER SERVICE	101.142.274		002793	P	541	00001
	WATER-WW CHARGES	49.06	WATER SERVICE	101.142.274		002793	P	541	00002
	WATER-WW CHARGES	74.80	SEWER SERVICE	101.142.275		002793	P	541	00003
	WATER-WW CHARGES	11.22	SEWER SERVICE	101.142.275		002793	P	541	00004
	WTR-WW CHARGES	359.23	WATER SERVICE	201.201.274				549	00045
	WTR-WW CHARGES	88.98	SEWER SERVICE	201.201.275				549	00046
	WTR-WW CHARGES	674.31	WATER SERVICE	203.203.274				549	00047
	WTR-WW CHARGES	262.82	SEWER SERVICE	203.203.275				549	00048
	WTR-WW CHARGES	739.62	WATER SERVICE	601.601.274				549	00049
	WTR-WW CHARGES	877.01	WATER SERVICE	611.611.274				549	00050
	WTR-WW CHARGES	49.06	WATER SERVICE	631.631.274				549	00043
	WTR-WW CHARGES	11.22	SEWER SERVICE	631.631.275				549	00044
	WTR-WW CHARGES	182.02	WATER	637.637.274				549	00035
	WTR-WW CHARGES	70.04	WW SERVICE	637.637.275				549	00036
	WTR-WW CHARGES	23.61	LANDFILL	637.637.276				549	00037
	WTR-WW CHARGES	80.22	WATER PURCHASED	801.801.274				549	00040
	WTR-WW CHARGES	49.64	SEWER SERVICE	801.801.275				549	00041
	WTR-WW CHARGES	23.61	LANDFILL	801.801.276				549	00042
		4,723.96	*TOTAL						
DEPT OF SOCIAL SERVICES		01681							
	STATE OF SD CHILD SUPP	1,117.42	MISC. EMP. DED.	711.2079				549	00010
	SD CHILD SUPPORT	1,117.42	MISC. EMP. DED.	711.2079				549	00023
		2,234.84	*TOTAL						
FIRST DAKOTA NAT'L BANK		07493							
	HSA CONTRIBUTIONS	1,426.22	HSA EMPLOYER CONTRIBUTIO	711.2052				549	00008
	HSA CONTRIBUTIONS	1,426.22	HSA EMPLOYER CONTRIBUTIO	711.2052				549	00021

CLAIM NUMBER	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	INVOICE	PO#	F/P	ID	LINE
	FIRST DAKOTA NAT'L BANK	07493							
	HSA CONTRIBUTIONS	3,725.08	HSA EMPLOYEE CONTRIBUTIO	711.2053				549	00009
	HSA CONTRIBUTIONS	2,553.70	HSA EMPLOYEE CONTRIBUTIO	711.2053				549	00022
		9,131.22	*TOTAL						
	FIRST NATIONAL BANK FSA	07494							
	CAFETERIA PLAN	387.50	FLEX DAYCARE	711.2054				549	00013
	CAFETERIA PLAN	387.50	FLEX DAYCARE	711.2054				549	00026
	CAFETERIA PLAN	317.50	FLEX MEDICAL	711.2055				549	00014
	CAFETERIA PLAN	317.50	FLEX MEDICAL	711.2055				549	00027
		1,410.00	*TOTAL						
	ICMA RETIREMENT TRUST -	00287							
	ICMA CONTRIBUTIONS	1,612.61	ICMA DEFERRED COMPENSATI	711.2067				549	00007
	ICMA CONTRIBUTIONS	1,612.61	ICMA DEFERRED COMPENSATI	711.2067				549	00020
	ICMA CONTRIBUTIONS	1,612.61	ICMA DEFERRED COMPENSATI	711.2067				549	00095
		4,837.83	*TOTAL						
	MIDAMERICAN ENERGY	00303							
	FUEL	1,235.11	FUEL-HEATING	101.114.273				549	00056
	FUEL	19.87	FUEL-GENERATOR	101.115.273				549	00055
	FUEL	277.26	ROAD MATERIALS	101.123.239				549	00061
	FUEL	2,035.31	FUEL-HEATING	101.125.273				549	00057
	FUEL	2,336.21	FUEL-HEATING	101.127.273				549	00053
	FUEL	1,811.24	FUEL-HEATING	101.141.273				549	00060
	FUEL	1,018.42	FUEL-HEATING	101.142.273		002794	P	541	00005
	FUEL	1,417.46	FUEL-HEATING	201.201.273				549	00059
	FUEL	15.00	FUEL-HEATING	202.202.273				549	00058
	FUEL	7,299.22	FUEL-HEATING	601.601.273				549	00063
	FUEL	3,650.40	HEATING FUEL - GAS	637.637.273				549	00062
	FUEL	1,234.59	FUEL-HEATING	801.801.273				549	00054
		22,350.09	*TOTAL						
	MORROW/JOSEPH C.	03823							
	DESIGN WORK	1,920.00	PROFESSIONAL SERVICES	101.125.202	121	203537	P	549	00004
	DESIGN WORK	2,280.00	PROFESSIONAL SERVICES	101.125.202	121			549	00017
	DESIGN WORK	1,680.00	PROFESSIONAL SERVICES	101.125.202	127	203537	P	549	00091
		5,880.00	*TOTAL						
	NORTHWESTERN ENERGY	00455							
	ELECTRICITY	728.32	ELECTRICITY	101.114.272				549	00071
	ELECTRICITY	84.60	ELECTRICITY	101.115.272				549	00070
	ELECTRICITY	175.63	ELECTRICITY	101.123.272				549	00076
	ELECTRICITY	1,729.96	ELECTRICITY	101.125.272				549	00069
	ELECTRICITY	27,923.07	ELECTRICITY-STREET LIGHT	101.126.272				549	00064
	ELECTRICITY	1,693.32	ELECTRICITY	101.127.272				549	00066
	ELECTRICITY	1,511.50	ELECTRICITY	101.141.272				549	00075
	ELECTRICITY	1,329.43	ELECTRICITY	101.142.272		002795	P	541	00006
	ELECTRICITY	4,333.14	ELECTRICITY	201.201.272				549	00065
	ELECTRICITY	919.09	ELECTRICITY	202.202.272				549	00074
	ELECTRICITY	32,597.32	ELECTRICITY	601.601.272				549	00078
	ELECTRICITY	15,109.07	ELECTRICITY	611.611.272				549	00079

CLAIM NUMBER	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	INVOICE	PO#	F/P	ID	LINE
	NORTHWESTERN ENERGY	00455							
	ELECTRICITY	241.04	ELECTRICITY	621.621.272				549	00067
	ELECTRICITY	258.86	ELECTRICITY	637.637.272				549	00073
	ELECTRICITY	551.65	ELECTRICITY	637.637.272				549	00077
	ELECTRICITY	10.65	ELECTRICITY	641.641.272				549	00072
	ELECTRICITY	1,230.95	ELECTRICITY	801.801.272				549	00068
		90,427.60	*TOTAL						
	PRINCIPAL LIFE INSURANCE	07491							
	DENTAL INSURANCE	6,714.82	DENTAL INSURANCE	711.2059		003190	P	549	00089
	RETIREMENT, SD	00519							
	SD RETIREMENT	124,272.14	SD RETIREMENT SYSTEM	711.2066		002809	P	549	00092
	SDSRP	04992							
	SD RETIREMENT PLAN	4,404.50	ROTH 457 SDRS-SRP	711.2056				549	00012
	SD SUPPLEMENTAL RETIRE	4,429.50	ROTH 457 SDRS-SRP	711.2056				549	00025
	SD RETIREMENT PLAN	4,479.50	ROTH 457 SDRS-SRP	711.2056				549	00097
	SD RETIREMENT PLAN	2,640.00	SDRS SUPPLEMENTAL RETIRE	711.2058				549	00011
	SD SUPPLEMENTAL RETIRE	2,635.00	SDRS SUPPLEMENTAL RETIRE	711.2058				549	00024
	SD RETIREMENT PLAN	2,635.00	SDRS SUPPLEMENTAL RETIRE	711.2058				549	00096
		21,223.50	*TOTAL						
	STANDARD INSURANCE COMPA	05508							
	VISION INSURANCE	680.81	VISION INSURANCE	711.2078		005313	P	549	00090
	U.S. POST OFFICE-UTIL	00642							
	UTILITY BILLING POSTAGE	856.59	PROFESSIONAL SERVICES	601.601.202		001855	P	549	00080
	UTILITY BILLING POSTAGE	963.66	PROFESSIONAL SERVICES	611.611.202		001855	P	549	00081
	UTILITY BILLING POSTAGE	321.22	PROFESSIONAL SERVICES	631.631.202		001855	P	549	00082
		2,141.47	*TOTAL						
	UKG WORKFORCE READY	07490							
	PAYROLL/HR/TLM SOFTWARE	1,637.82	PROFESSIONAL SERVICES	101.107.202	11887099	203533	P	549	00083
	PAYROLL/HR/TLM SOFTWARE	202.20	PROFESSIONAL SERVICES	601.601.202	11887099	203533	P	549	00084
	PAYROLL/HR/TLM SOFTWARE	60.66	PROFESSIONAL SERVICES	611.611.202	11887099	203533	P	549	00085
	PAYROLL/HR/TLM SOFTWARE	60.66	PROFESSIONAL SERVICES	631.631.202	11887099	203533	P	549	00086
	PAYROLL/HR/TLM SOFTWARE	60.66	PROFESSIONAL SERVICES &	637.637.202	11887099	203533	P	549	00087
		2,022.00	*TOTAL						
	UNITED STATES TREASURY	07526							
	FEDERAL WITHHOLDING TAX	29,043.58	WITHHOLDING	711.2064				549	00005
	FEDERAL TAX WITHHOLDING	29,572.49	WITHHOLDING	711.2064				549	00018
	FEDERAL WITHHOLDING TAX	30,869.79	WITHHOLDING	711.2064				549	00093
	FEDERAL WITHHOLDING TAX	48,337.38	OASI	711.2065				549	00006
	FEDERAL TAX WITHHOLDING	49,267.60	OASI	711.2065				549	00019
	FEDERAL WITHHOLDING TAX	50,899.90	OASI	711.2065				549	00094
		237,990.74	*TOTAL						
	UNITED WAY	00918							
	UNITED WAY CONTRIBUTIONS	61.00	UNITED FUND	711.2070				549	00016
	UNITED WAY	61.00	UNITED FUND	711.2070				549	00029
	UNITED WAY	61.00	UNITED FUND	711.2070				549	00099
		183.00	*TOTAL						
		629,594.51	**CLAIMS TOTAL						

ACH Payment Register
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CLAIM NUMBER	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	INVOICE	PO#	F/P ID LINE
REPORT TOTALS:		629,594.51					

RECORDS PRINTED - 000105

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
101	GENERAL FUND	52,659.64
201	PARKS AND RECREATION	6,198.81
202	HUETHER FAMILY AQUATICS CTR	934.09
203	SUMMIT ACTIVITY CENTER	937.13
601	WATER OPERATION	41,694.95
611	WASTE WATER OPERATION	17,010.40
621	CEMETERY OPERATION	241.04
631	SOLID WASTE	442.16
637	JOINT POWER	4,797.24
641	GOLF COURSE	10.65
711	EMPLOYEE BENEFIT	502,049.39
801	CENTRAL GARAGE	2,619.01
TOTAL ALL FUNDS		629,594.51

BANK RECAP:

BANK	NAME	DISBURSEMENTS
1DAK	FIRST DAKOTA NAT'L BANK CORP	629,594.51
TOTAL ALL BANKS		629,594.51

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

DATE APPROVED BY

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CLAIM NUMBER	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	INVOICE	PO#	F/P	ID	LINE
07324	FAERBER/KAREN ELECTION WORKER	112.73	ELECTION	101.104.204	4-12-22	023008	F	560	00006
03436	FINANCE, DEPT OF ELECTION WORKERS	2,820.00	ELECTION	101.104.204	4-12-22	023005	F	560	00003
07488	GREGG/JUDY ELECTION WORKER	25.00	ELECTION	101.104.204		023007	F	560	00005
07338	HANSON/TANNER TRAVEL EXPENSE	47.00	LEARNING	611.611.264	4/19/2022	022063	F	560	00009
07297	JACKSON/BROOKE TRAVEL EXPENSE	160.00	TRAVEL EXPENSE	101.111.263		220071	F	560	00012
07504	KNOWINK ELECTION POLLBOOKS	3,600.00	ELECTION	101.104.204	9346	022642	F	560	00002
05549	LAMB MOTOR COMPANY VEHICLE PURCHASE	42,506.00	EQUIPMENT	101.105.350		210030	F	560	00014
00424	MOTOR VEHICLE DEPT, SD TITLE & LICENSE	21.20	EQUIPMENT	602.602.350	2022 RAM	020879	F	560	00011
07300	OSBORNE/JERICHO TRAVEL EXPENSE	225.00	TRAVEL EXPENSE	101.111.263		220073	F	560	00016
07597	POOLER SR/JOHN ELECTION WORKER	75.00	ELECTION	101.104.204		023006	F	560	00004
05569	SD PUBLIC ASSURANCE ALLI PROPERTY INSURANCE	29.99	INSURANCE	101.111.201		022638	F	560	00007
04954	WEGNER AUTO CO INC 2022 DODGE PICKUP	36,125.00	EQUIPMENT	201.201.350		022382	F	560	00013
	VEHICLE PURCHASE	28,907.00	EQUIPMENT	602.602.350		220129	F	560	00008
		65,032.00	*TOTAL						
00939	YANKTON AREA PROG. GROWT @FY@ SALES TAX REIMB	4,910.76	PROFESSIONAL SERVICES	506.572.202		023004	F	560	00001
	SALES TAX REIMB 1ST QTR	88,488.85	PROFESSIONAL SERVICES	506.572.202		023015	F	560	00015
		93,399.61	*TOTAL						
00874	YANKTON TITLE CO. CREEK LAND PURCHASE	3,675.50	LAND	204.204.310	1648440	022903	F	560	00010
		211,729.03	**CLAIMS TOTAL						

Manual Check Register
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CLAIM NUMBER	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	INVOICE	PO#	F/P ID LINE
REPORT TOTALS:		211,729.03					

RECORDS PRINTED - 000016

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
101	GENERAL FUND	49,553.72
201	PARKS AND RECREATION	36,125.00
204	MARNE CREEK	3,675.50
506	SPECIAL CAPITAL IMPROV	93,399.61
602	WATER RENEWAL/REPLACEMENT	28,928.20
611	WASTE WATER OPERATION	47.00
TOTAL ALL FUNDS		211,729.03

BANK RECAP:

BANK	NAME	DISBURSEMENTS
1DAK	FIRST DAKOTA NAT'L BANK CORP	211,729.03
TOTAL ALL BANKS		211,729.03

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

DATE APPROVED BY
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Credit Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
A OX WELDING SUPPLY	PROPANE	144.70	CHEMICALS & GASES	801.801.240		Kulhavy		587 00353
ADOBE CREATIVE CLOUD	COMPUTER PROGRAM	53.24	CONTRACTED SERVICES - OP	201.201.204		Lacroix		587 00366
	COMPUTER PROGRAM	31.94	CONTRACTED SERVICES - OP	201.201.204		McHenry		587 00375
		85.18	*VENDOR TOTAL					
ADOBE STOCK	COMPUTER PROGRAM	31.94	CONTRACTED SERVICES - OP	201.201.204		Lacroix		587 00493
AGGRESSIVE IND INT DYN	DOCK REPAIRS	3,390.92	REP. & MAINT. - BUILDING	201.201.223		McHenry		587 00436
ALLEGNT A BTVK4W	CONFERENCE TRAVEL	324.00	TRAVEL EXPENSE	601.601.263		Goodmanson		587 00034
	CONFERENCE TRAVEL	324.00	TRAVEL EXPENSE	611.611.263		Goodmanson		587 00504
		648.00	*VENDOR TOTAL					
ALS OASIS	TRAVEL EXPENSE	51.20	CONFERENCE & MEETINGS	101.127.265		Roinstad		587 00257
ALS TECHNOLOGIES INC	TRAINING ROUNDS	968.68	AMMUNITION	101.111.267		Rothenberger		587 00370
AMAZON.COM 1A7RP31K0 A	OFFICE SUPPLY	9.86	OFFICE SUPPLIES	101.104.232		Yardley		587 00201
AMAZON.COM 1H4L81WH2	VACUUM CLEANER	159.99	JANITORIAL SUPPLIES	101.142.236		Dobrovolny		587 00227
AMAZON.COM 1O4SU51X0	POOL BASKETBALLS	70.54	RECREATION SUPPLIES	202.202.242		Wattier		587 00048
AMAZON.COM 1Q2R19TL1	SUNSCREEN	39.11	MEDICAL,SAFETY, & LAB. S	202.202.243		Wattier		587 00037
AMAZON.COM 161J53QG1	DVD	7.49	AV - CAPITAL	101.142.342		Dobrovolny		587 00496
AMERICAN RED CROSS	WATER SAFETY INSTRUCTOR	297.32	RECREATION SUPPLIES	203.203.242		McHenry		587 00440
	LIFEGUARD REGISTRATIONS	369.00	RECREATION SUPPLIES	203.203.242		Wattier		587 00090
	LIFEGUARD REGISTRATIONS	492.00	RECREATION SUPPLIES	203.203.242		Wattier		587 00109
		1,158.32	*VENDOR TOTAL					
AMZN MKTP US	DVD REFUND	19.96CR	AV - CAPITAL	101.142.342		Dobrovolny		587 00221

Credit Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
AMZN MKTP US 1A3KE65E0	JANITORIAL SUPPLIES	88.97	JANITORIAL SUPPLIES	101.142.236		Dobrovolny		587 00158
AMZN MKTP US 1A30H6GU2	DVD	13.99	AV - CAPITAL	101.142.342		Dobrovolny		587 00163
AMZN MKTP US 1A47K4U31	DVD	17.96	AV - CAPITAL	101.142.342		Dobrovolny		587 00224
AMZN MKTP US 1A9WB1C71	JANITORIAL SUPPLIES	59.88	JANITORIAL SUPPLIES	101.142.236		Dobrovolny		587 00304
	BOOKS	9.99	BOOKS	101.142.340		Dobrovolny		587 00305
		69.87	*VENDOR TOTAL					
AMZN MKTP US 1H1CY7RH2	OFFICE SUPPLIES	11.59	OFFICE SUPPLIES	101.142.232		Dobrovolny		587 00229
	PROGRAM SUPPLIES	215.42	PROGRAM SUPPLIES	101.142.242		Dobrovolny		587 00230
	BOOKS	38.67	BOOKS	101.142.340		Dobrovolny		587 00231
	DVD	12.96	AV - CAPITAL	101.142.342		Dobrovolny		587 00232
	ADULT CRAFT NIGHT SUPPLY	93.69	RECREATION SUPPLIES	701.701.242		Dobrovolny		587 00233
		372.33	*VENDOR TOTAL					
AMZN MKTP US 1H3DN71B1	ADULT CRAFT NIGHT SUPPLY	15.18	RECREATION SUPPLIES	701.701.242		Dobrovolny		587 00362
AMZN MKTP US 1H51842A2	OFFICE SUPPLIES	37.19	OFFICE SUPPLIES	101.142.232		Dobrovolny		587 00246
AMZN MKTP US 1H6P15V10	BOOK	15.95	BOOKS	101.142.340		Dobrovolny		587 00328
AMZN MKTP US 1H68D8KA0	CONCESSION SUPPLIES	374.75	MISCELLANEOUS CONCESSION	202.202.728		Wattier		587 00253
AMZN MKTP US 1H70L1YR1	LATERAL FILING CABINET	185.99	EQUIPMENT	101.104.350		Yardley		587 00345
AMZN MKTP US 1H8DI04J2	POSTAGE MACHINE SUPPLY	14.95	OFFICE SUPPLIES	101.104.232		Yardley		587 00316
AMZN MKTP US 1N4P58DQ2	OFFICE SUPPLIES	34.62	OFFICE SUPPLIES	201.201.232		McHenry		587 00490
AMZN MKTP US 1O0TF8810	OFFICE SUPPLIES	7.92	OFFICE SUPPLIES	101.142.232		Dobrovolny		587 00035
AMZN MKTP US 1O2OX6P01	SUMMER PROGRAM SUPPLIES	14.98	RECREATION SUPPLIES	701.701.242		Dobrovolny		587 00162

Credit Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
AMZN MKTP US 102Q879L0	PROGRAM SUPPLIES	6.99	PROGRAM SUPPLIES	101.142.242		Dobrovolny		587 00003
	BOOKS	87.02	BOOKS	101.142.340		Dobrovolny		587 00004
	SUMMER PROGRAM SUPPLIES	131.42	RECREATION SUPPLIES	701.701.242		Dobrovolny		587 00005
		225.43	*VENDOR TOTAL					
AMZN MKTP US 102T02V60	COMPUTER MONITOR	214.96	REP. & MAINT. - EQUIPMEN	101.105.221		Johnson		587 00074
AMZN MKTP US 104Y11701	OFFICE SUPPLIES	13.49	OFFICE SUPPLIES	101.142.232		Dobrovolny		587 00124
	BOOKS	58.63	BOOKS	101.142.340		Dobrovolny		587 00125
	DVD'S	101.82	AV - CAPITAL	101.142.342		Dobrovolny		587 00126
	SUMMER PROGRAM SUPPLIES	126.87	RECREATION SUPPLIES	701.701.242		Dobrovolny		587 00127
		300.81	*VENDOR TOTAL					
AMZN MKTP US 105IF9ZJ1	BASEBALL GROUND ANCHORS	60.90	REP. & MAINT. - BUILDING	201.201.223		McHenry		587 00186
AMZN MKTP US 105S479T0	PROGRAM SUPPLIES	7.59	PROGRAM SUPPLIES	101.142.242		Dobrovolny		587 00013
	SUMMER PROGRAM SUPPLIES	15.98	RECREATION SUPPLIES	701.701.242		Dobrovolny		587 00014
		23.57	*VENDOR TOTAL					
AMZN MKTP US 105101M71	BOOK	9.99	BOOKS	101.142.340		Dobrovolny		587 00167
	SUMMER PROGRAM SUPPLIES	128.87	RECREATION SUPPLIES	701.701.242		Dobrovolny		587 00168
		138.86	*VENDOR TOTAL					
AMZN MKTP US 109HW69G1	FOAM BAGS	53.99	REP. & MAINT. - BUILDING	101.125.223		Homstad		587 00139
AMZN MKTP US 1Q5319L41	CHLORINE TEST KITS	162.66	RECREATION SUPPLIES	202.202.242		Wattier		587 00077
AMZN MKTP US 1Q6JK5M21	SUMMER PROGRAM SUPPLIES	84.56	RECREATION SUPPLIES	701.701.242		Dobrovolny		587 00066
AMZN MKTP US 163RZ7GC2	SRT CONNECTION	97.37	REP. & MAINT. - EQUIPMEN	101.111.221		Rothenberger		587 00434
AMZN MKTP US 166FF3U90	ADULT CRAFT NIGHT SUPPLY	9.28	RECREATION SUPPLIES	701.701.242		Dobrovolny		587 00405
AMZN MKTP US 1667X2WA2	DVD'S	53.91	AV - CAPITAL	101.142.342		Dobrovolny		587 00356
AMZN MKTP US 168DG8X12	BOOK	36.57	BOOKS	101.142.340		Dobrovolny		587 00427

Credit Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
ASSOCIATED SUPPLY	CRATES FOR POOL	1,067.36	REP. & MAINT. - BUILDING	203.203.223		McHenry		587 00480
ATT BILL PAYMENT	CELL PHONE	25.70	TELEPHONE	601.601.271		Bailey		587 00264
	CELL PHONE	28.53	TELEPHONE	201.201.271		Bailey		587 00265
	CELL PHONE	25.54	TELEPHONE	601.601.271		Bailey		587 00266
	MOBILE DATA	95.66	PROFESSIONAL SERVICES -	101.127.202		Peters		587 00270
	MOBILE DATA	45.31	PROFESSIONAL SERVICES	101.123.202		Peters		587 00271
	MOBILE DATA	45.31	PROFESSIONAL SERVICES	601.601.202		Peters		587 00272
	MOBILE DATA	912.72	PROFESSIONAL SERVICES	101.111.202		Peters		587 00273
		1,178.77	*VENDOR TOTAL					
AURORA TRAINING ADVANT	HR LIVE TRAININGS	599.00	LEARNING	101.107.264		Orr		587 00312
AVERA HEALTH	CRP INSTRUCTOR TRAINING	45.00	PROFESSIONAL SERVICES	208.208.202		Bailey		587 00348
AVERA SACRED HEART	PROFESSIONAL SERVICES	371.00	PROFESSIONAL SERVICES &	637.637.202		Bailey		587 00213
	PROFESSIONAL SERVICES	37.00	PROFESSIONAL SERVICES	601.601.202		Bailey		587 00214
		408.00	*VENDOR TOTAL					
AXVOICE INC	DIALER SERVICE	21.44	PROFESSIONAL SERVICES	601.601.202		Chytka		587 00363
BATTERYSPACE.COMAA POR	BATTERY REPLACEMENT	148.46	REP. & MAINT. - EQUIPMEN	101.111.221		Rothenberger		587 00117
BLUE ROCK BAR AND GRIL	TRAVEL EXPENSE	38.86	TRAVEL EXPENSE	201.201.263		Eskens		587 00098
BOMGAARS #2 YANKTON	POLY ROPE	14.49	AGRICULTURAL SUPPLIES	621.621.241		Bornitz		587 00208
	SHOP SUPPLIES	21.96	REP. & MAINT. - BUILDING	621.621.223		Bornitz		587 00500
	GLOVES	6.29	UNIFORMS & DRY GOODS	202.202.244		Eskens		587 00131
	CABLE TIES	20.93	REP. & MAINT. - BUILDING	202.202.223		Eskens		587 00235
	GRASS SEED	272.00	AGRICULTURAL SUPPLIES	204.204.241		Frick		587 00103
	MARNE CREEK SUPPLIES	62.98	REP. & MAINT. - TRAIL	204.204.223		Frick		587 00118
	UNIFORMS	205.97	UNIFORMS & DRY GOODS	201.201.244		Frick		587 00141
	TRUCK SUPPLIES	30.95	REP. & MAINT. -VEHICLES	201.201.222		Frick		587 00187
	UNIFORMS	56.99	UNIFORMS & DRY GOODS	201.201.244		Frick		587 00274
	HARDWARE	24.04	SMALL TOOLS & HARDWARE	201.201.247		Frick		587 00303
	SMALL TOOLS	52.47	SMALL TOOLS & HARDWARE	611.611.247		Hanson		587 00218
	AGRICULTURAL SUPPLY	51.97	AGRICULTURAL SUPPLIES	611.611.241		Hanson		587 00219
	HARDWARE	17.24	SMALL TOOLS & HARDWARE	201.201.247		Jensen		587 00029
	GAS PUMP NOZZLE	32.99	REP. & MAINT. - BUILDING	201.201.223		Jensen		587 00236
	SHOP SUPPLIES	35.12	REP. & MAINT. - BUILDING	201.201.223		Jensen		587 00471

Credit Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
BOMGAARS #2 YANKTON								
	HARDWARE	7.98	SMALL TOOLS & HARDWARE	201.201.247		Kirchner		587 00228
	SHOP SUPPLIES	11.96	REP. & MAINT. - BUILDING	201.201.223		Kirchner		587 00254
	SHOP SUPPLIES	17.16	REP. & MAINT. - BUILDING	201.201.223		Kirchner		587 00292
	NOZZLE/SWIVEL	117.98	GARAGE PARTS	801.801.249		Kulhavy		587 00217
	BOX/COUPLER	408.97	GARAGE PARTS	801.801.249		Kulhavy		587 00284
	FLOOR DRY	1,198.50	GARAGE PARTS	801.801.249		Kulhavy		587 00300
	SHOP TOWELS	199.80	GARAGE PARTS	801.801.249		Kulhavy		587 00301
	SAFETY GLASSES	191.52	MEDICAL & SAFETY SUPPLIE	101.123.243		Kulhavy		587 00302
	SPRAY PAINT/FAUCET	39.47	GARAGE PARTS	801.801.249		Kulhavy		587 00409
	GREASE GUN	279.99	SMALL TOOLS & HARDWARE	637.637.247		Kulhavy		587 00447
	SPARK PLUG	3.29	REP. & MAINT. - BUILDING	101.125.223		Miles		587 00152
	BATTERY	49.99	REP. & MAINT. - EQUIPMEN	101.125.221		Miles		587 00298
	WRENCH/FLASHLIGHTS	62.57	SMALL TOOLS & HARDWARE	801.801.247		Nowak		587 00192
	WATER PUMP/SPRAYERS	220.97	GARAGE PARTS	801.801.249		Nowak		587 00210
	BATTERY/HOSE MENDERS	230.48	GARAGE PARTS	801.801.249		Nowak		587 00244
	TIRE GAUGE	21.98	SMALL TOOLS & HARDWARE	801.801.247		Nowak		587 00308
	BOLTS	49.80	ROAD MATERIALS	101.123.239		Potts		587 00407
	BIKE RACK PINS	2.25	REP. & MAINT. - EQUIPMEN	101.111.221		Rothenberger		587 00008
	BASEBALL DIAMOND SUPPLY	101.94	REP. & MAINT. - BUILDING	201.201.223		Snyder		587 00169
	PTO PIN	6.98	SMALL TOOLS & HARDWARE	201.201.247		Snyder		587 00197
	BROME SEED	594.00	ROAD MATERIALS	101.123.239		Ulmer		587 00095
	CUTOFF RISER, COUPLING	4.72	REP. & MAINT. - EQUIPMEN	101.123.221		Ulmer		587 00105
		4,728.69	*VENDOR TOTAL					
BURGER KING #6426 Q07								
	TRAVEL EXPENSE	12.13	TRAVEL EXPENSE	601.601.263		Bush		587 00115
	TRAVEL EXPENSE	5.67	TRAVEL EXPENSE	101.111.263		Yankton Police		587 00062
		17.80	*VENDOR TOTAL					
C & B YANKTON								
	MOWER SUPPLIES	38.41	REP. & MAINT. - BUILDING	101.125.223		Miles		587 00285
CASEYS #2268								
	TRAVEL EXPENSE	86.03	TRAVEL EXPENSE	203.203.263		McHenry		587 00376
CASEYS #3785								
	EMPLOYEE APPRECIATION	66.71	PROFESSIONAL SERVICES	101.111.202		Yankton Police		587 00002
CENEX GATEWAY 09888769								
	FUEL	48.83	LEARNING	101.126.264		Ryken		587 00079
CENEX TOTAL ST09909862								
	FUEL	100.53	TRAVEL EXPENSE	601.601.263		Bush		587 00113
CENTER POINT LARGE PRI								
	LARGE PRINT BOOKS	137.22	BOOKS	101.142.340		Schmidt		587 00147
CHARLIES PIZZA								
	EMPLOYEE APPRECIATION	58.50	PROFESSIONAL SERVICES	101.111.202		Foote		587 00012
	EMPLOYEE APPRECIATION	58.50	PROFESSIONAL SERVICES	101.111.202		Foote		587 00059

Credit Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
CHARLIES PIZZA		117.00	*VENDOR TOTAL					
CLARKS RENTALS CUSTOM	TREE SPADE RENTAL	286.00	AGRICULTURAL SUPPLIES	621.621.241		Bornitz		587 00241
	EQUIPMENT RENTAL	220.00	REP. & MAINT. - EQUIPMEN	201.201.221		Kirchner		587 00474
		506.00	*VENDOR TOTAL					
CLUBHOUSE HOTEL & SUIT	FEEES	21.96	TRAVEL EXPENSE	611.611.263		Hanson		587 00046
COFFEE CUP #8	FUEL	117.75	TRAVEL EXPENSE	101.111.263		Foote		587 00067
	FUEL	64.00	CONFERENCE & MEETINGS	101.127.265		Haberman		587 00275
	FUEL	35.00	TRAVEL EXPENSE	101.111.263		O'Farrell		587 00044
		216.75	*VENDOR TOTAL					
CPI ENVIRONMENTALEXPRS	LAB TESTING	91.63	MEDICAL,SAFETY, & LAB. S	611.611.243		Hanson		587 00226
	LAB TESTING	84.33	MEDICAL,SAFETY, & LAB. S	611.611.243		Hanson		587 00234
		175.96	*VENDOR TOTAL					
CRESCENT ELECTRIC 029	LIGHTING SUPPLIES	5.09	REP. & MAINT. - BUILDING	201.201.223		Frick		587 00386
	CAMERA TRAILER PLUGIN	54.27	REP. & MAINT. - COLLECTI	611.611.226		Robinson		587 00351
	LIGHTS	280.92	REP. & MAINT. - EQUIPMEN	101.126.221		Ryken		587 00073
	LIGHTS	130.01	REP. & MAINT. - EQUIPMEN	101.126.221		Ryken		587 00357
	EASY-SPLICE GEL	255.17	REP. & MAINT. - EQUIPMEN	101.126.221		Ryken		587 00358
		725.46	*VENDOR TOTAL					
DAKOTAMART GAS	FUEL	75.00	TRAVEL EXPENSE	601.601.263		Bush		587 00136
DEFENSIVE EDGE TRAININ	AR ARMORER COURSE	450.00	LEARNING	101.111.264		Brandt		587 00278
DELTA 00677274545780	PROFESSIONAL SERVICES	528.60	PROFESSIONAL SERV.-VOLUN	101.114.202		Bailey		587 00204
DEMCO INC	BAGS	538.00	RECREATION SUPPLIES	701.701.242		Schmidt		587 00322
	OFFICE SUPPLIES	127.92	OFFICE SUPPLIES	101.142.232		Schmidt		587 00323
	SUMMER READING	38.97	RECREATION SUPPLIES	701.701.242		Schmidt		587 00324
	POSTAGE	77.54	POSTAGE	101.142.231		Schmidt		587 00325
		782.43	*VENDOR TOTAL					
DEPT OF AG AG SERVICES	MEMBERSHIP DUES	35.88	MEMBERSHIP DUES	201.201.261		Kirchner		587 00453

Credit Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
DESERT SNOW 1	DRUG INTERDICTION COURSE	649.00	CONFERENCE & MEETINGS	101.111.265		Brandt		587 00097
DITTYS	FUEL FOR CHIEF'S CONF.	100.92	TRAVEL EXPENSE	101.111.263		Foote		587 00149
DOLLAR TREE	SUMMER READING PROGRAM	76.25	RECREATION SUPPLIES	701.701.242		Schmidt		587 00053
	OFFICE SUPPLIES	7.50	OFFICE SUPPLIES	101.142.232		Schmidt		587 00054
		83.75	*VENDOR TOTAL					
DOLLAR TREE, INC.	SUMMER READING PROGRAM	67.80	RECREATION SUPPLIES	701.701.242		Schmidt		587 00173
	SUMMER READING PROGRAM	47.81	RECREATION SUPPLIES	701.701.242		Schmidt		587 00198
	POSTAGE	19.99	POSTAGE	101.142.231		Schmidt		587 00199
	SUMMER READING PROGRAM	38.14	RECREATION SUPPLIES	701.701.242		Schmidt		587 00202
		173.74	*VENDOR TOTAL					
DRI PRINTPLACE	POSTAGE	15.45	POSTAGE	101.142.231		Schmidt		587 00242
	OFFICE SUPPLIES	69.00	OFFICE SUPPLIES	101.142.232		Schmidt		587 00243
		84.45	*VENDOR TOTAL					
ECHO ELECTRIC SUPPLY -	AMPHITHEATER LIGHTS	386.32	REP. & MAINT. - BUILDING	201.201.223		Frick		587 00135
	BASEBALL LIGHT	65.26	REP. & MAINT. - BUILDING	201.201.223		Frick		587 00469
	STREET LIGHT	10.15	REP. & MAINT. - EQUIPMEN	101.126.221		Ryken		587 00070
		461.73	*VENDOR TOTAL					
ESRI	ESRI - CREDITS	200.00	SUBSCRIPTIONS & PUBLICAT	101.105.235		Yonke		587 00290
EVENT 2022 NEPTUNE CO	CONFERENCE	195.00	LEARNING	601.601.264		Bailey		587 00021
	CONFERENCE	195.00	LEARNING	611.611.264		Bailey		587 00031
	CONFERENCE	97.50	LEARNING	601.601.264		Bailey		587 00032
	CONFERENCE	97.50	LEARNING	611.611.264		Bailey		587 00503
		585.00	*VENDOR TOTAL					
EVOLUTION POWER TOOLS	CHOP SAW	399.00	SMALL TOOLS & HARDWARE	601.601.247		Robinson		587 00269
EXXONMOBIL 45948429	FUEL	86.01	TRAVEL EXPENSE	101.111.263		Larson		587 00166
FASTENAL COMPANY 01SDY	PUMP FITTINGS	130.50	REP. & MAINT. - PLANT	601.601.221		Chytka		587 00306
	BOLTS/WASHERS/NUTS	191.63	GARAGE PARTS	801.801.249		Potts		587 00310
	BOLTS/WASHERS	115.24	ROAD MATERIALS	101.123.239		Potts		587 00426
		437.37	*VENDOR TOTAL					

Credit Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
FEDEX 99440731	MAIL EVIDENCE	26.61	POSTAGE	101.111.231		Brandt		587 00368
FERGUSON ENTERPRISES28	3" METER	1,411.21	REPAIR & MAINT.-WATER ME	601.601.227		Robinson		587 00022
	3" METER	1,411.20	REPAIR & MAINT.-WATER ME	611.611.227		Robinson		587 00023
	3" FLANGE KITS	449.74	REPAIR & MAINT.-WATER ME	601.601.227		Robinson		587 00024
	3" FLANGE KITS	449.73	REPAIR & MAINT.-WATER ME	611.611.227		Robinson		587 00025
	2" FLANGE KITS	262.85	REPAIR & MAINT.-WATER ME	601.601.227		Robinson		587 00027
	2" FLANGE KITS	262.85	REPAIR & MAINT.-WATER ME	611.611.227		Robinson		587 00028
	ANNUAL NEPTUNE SOFTWARE	775.00	REPAIR & MAINT.-WATER ME	601.601.227		Robinson		587 00319
	ANNUAL NEPTUNE SOFTWARE	775.00	REPAIR & MAINT.-WATER ME	611.611.227		Robinson		587 00320
	2" FLANGE KITS	161.08	REPAIR & MAINT.-WATER ME	601.601.227		Robinson		587 00329
	2" FLANGE KITS	161.09	REPAIR & MAINT.-WATER ME	611.611.227		Robinson		587 00330
	MISC METER PARTS	404.25	REPAIR & MAINT.-WATER ME	601.601.227		Robinson		587 00335
	MISC METER PARTS	404.24	REPAIR & MAINT.-WATER ME	611.611.227		Robinson		587 00336
	1.5" METERS	808.77	REPAIR & MAINT.-WATER ME	601.601.227		Robinson		587 00340
	1.5" METERS	808.77	REPAIR & MAINT.-WATER ME	611.611.227		Robinson		587 00341
		8,545.78	*VENDOR TOTAL					
FINDAWAY	WONDERBOOKS	512.88	AV - CAPITAL	101.142.342		Schmidt		587 00494
FIREHOUSE SUBS 1484 QS	TRAVEL EXPENSE	25.12	LEARNING	101.126.264		Ryken		587 00140
FRONTIER MILLS	GRASS SEED	90.76	AGRICULTURAL SUPPLIES	201.201.241		Frick		587 00248
	GRASS SEED	181.52	AGRICULTURAL SUPPLIES	201.201.241		Frick		587 00359
		272.28	*VENDOR TOTAL					
GARYS REPAIR WRECKER S	POLICE TOW	150.00	SPECIAL ACCOUNT - DETECT	101.111.266		Yankton Police		587 00093
GERSTNER OIL	MOTOR OIL	98.60	REP. & MAINT. - EQUIPMEN	201.201.221		Jensen		587 00091
	MOTOR OIL	98.60	REP. & MAINT. - EQUIPMEN	201.201.221		Jensen		587 00428
	OIL FOR TAHOES	109.62	REP. & MAINT. -VEHICLES	101.111.222		Rothenberger		587 00133
		306.82	*VENDOR TOTAL					
GIRTON ADAMS CO	SLUDGE HEATER SOLENOID	1,311.16	REP. & MAINT. - PLANT	611.611.221		Hanson		587 00337
GREAT SHOTS FOOD AND B	TRAVEL EXPENSE	21.80	CONFERENCE & MEETINGS	101.106.265		Homstad		587 00293
GRIMMS PUMP & INDUSTRI	MOTOR	151.92	REP. & MAINT. - PLANT	601.601.221		Rothermel		587 00456

Credit Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
HACH COMPANY								
	REAGENTS	93.52	CHEMICALS & GASES	601.601.240		Chytka		587 00159
	REAGENTS	682.11	CHEMICALS & GASES	601.601.240		Chytka		587 00181
	SALT BRIDGE	222.32	MEDICAL,SAFETY, & LAB. S	601.601.243		Chytka		587 00381
	SALT BRIDGE	666.96	MEDICAL,SAFETY, & LAB. S	601.601.243		Chytka		587 00433
	REAGENTS	205.40	CHEMICALS & GASES	601.601.240		Chytka		587 00487
	LAB SUPPLIES	355.04	MEDICAL,SAFETY, & LAB. S	611.611.243		Hoilien		587 00160
	LAB SUPPLIES	226.24	MEDICAL,SAFETY, & LAB. S	611.611.243		Hoilien		587 00171
	LAB PROBE	1,084.19	REP. & MAINT. - PLANT	611.611.221		Hoilien		587 00373
		3,535.78	*VENDOR TOTAL					
HARDING GLASS								
	REPLACE WINDOW SCREEN	22.90	REP. & MAINT. - BUILDING	101.125.223		Miles		587 00462
HOMEDPOT.COM								
	CORDLESS DRILLS	1,047.00	SMALL TOOLS & HARDWARE	801.801.247		Potts		587 00495
HOTEL RESERVATIONS.COM								
	TRAVEL/TRAINING	390.58	TRAVEL EXPENSE	611.611.263		Hanson		587 00313
HU HOT FARGO								
	TRAVEL EXPENSE	42.59	LEARNING	101.126.264		Ryken		587 00148
HY-VEE YANKTON 1899								
	STAFF APPRECIATION	17.93	RECREATION SUPPLIES	701.701.242		Dobrovolny		587 00287
	POSTAGE	28.45	POSTAGE	101.142.231		Dobrovolny		587 00502
	CERTIFIED MAIL	4.91	POSTAGE	101.106.231		Homstad		587 00056
	COFFEE	10.58	REP. & MAINT. - BUILDING	101.125.223		Miles		587 00150
	ELECTION WORKER TRAINING	13.83	ELECTION	101.104.204		Yardley		587 00240
		75.70	*VENDOR TOTAL					
IN GUARDIAN ALLIANCE								
	BACKGROUND INVESTIGATION	470.00	PROFESSIONAL SERVICES	101.111.202		Rothenberger		587 00383
IN MAIN ACCESS, LLC								
	SUNWALK DECKING - DOCK	671.00	REP. & MAINT. - BUILDING	201.201.223		McHenry		587 00466
IN POWERS PORT A POT								
	SERTOMA FIELD PORT A POT	150.00	CONTRACTED SERVICES - OP	201.201.204		McHenry		587 00289
INDELCO PLASTICS CORP								
	HYPOCHLORITE PUMP	1,272.68	REP. & MAINT. - PLANT	611.611.221		Hanson		587 00001
INTL CODE COUNCIL INC								
	MEMBERSHIP DUES	145.00	MEMBERSHIP DUES	101.106.261		Homstad		587 00263
	CODE BOOKS	100.70	SUBSCRIPTIONS & PUBLICAT	101.106.235		Homstad		587 00463
		245.70	*VENDOR TOTAL					
IR INDUSTRIAL								
	MAINTENANCE KIT	1,021.49	REP. & MAINT. - PLANT	601.601.221		Rothermel		587 00043

Credit Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
ISA	MEMBERSHIP DUES	170.00	MEMBERSHIP DUES	201.201.261		Kortan		587 00339
JACKS UNIFORMS & EQUI	UNIFORM SHIRTS	134.89	UNIFORMS	101.111.244		Brandt		587 00175
	UNIFORM SHIRTS	144.89	UNIFORMS	101.111.244		Brandt		587 00176
		279.78	*VENDOR TOTAL					
JCL SOLUTIONS-SIOUX FA	CLEANING SUPPLIES	51.80	JANITORIAL SUPPLIES	201.201.236		Frick		587 00096
	CLEANING SUPPLIES	857.48	JANITORIAL SUPPLIES	201.201.236		Frick		587 00449
		909.28	*VENDOR TOTAL					
JIMMY JOHNS - 3631 - E	STAFF APPRECIATION	178.94	RECREATION SUPPLIES	701.701.242		Schmidt		587 00317
JLC PIANO STUDIO	SINGERS CHOIR PROGRAM	250.00	RECREATION SUPPLIES	203.203.242		McHenry		587 00085
JOHNSON CONTROLS SS	LAB AHU REPAIRS	173.60	REP. & MAINT. - PLANT	611.611.221		Hanson		587 00191
J2 METROFAX	FAX SERVICE	9.95	PROFESSIONAL SERVICES	601.601.202		Chytka		587 00372
KAISER REFRIGERATION I	WEDEATER REPAIRS	45.98	REP. & MAINT. - EQUIPMEN	201.201.221		Jensen		587 00007
	BLOWER FILTER	14.99	REP. & MAINT. -VEHICLES	201.201.222		Schieffer		587 00470
	AIR FILTERS	20.98	REP. & MAINT. - EQUIPMEN	101.123.221		Ulmer		587 00445
		81.95	*VENDOR TOTAL					
KOLETZKY IMPLEMENT INC	HOLLAND TRACTOR REPAIRS	32.50	REP. & MAINT. - EQUIPMEN	201.201.221		Jensen		587 00404
	FILTERS	168.00	GARAGE PARTS	801.801.249		Nowak		587 00482
		200.50	*VENDOR TOTAL					
KOPETSKYS ACE HDWE	SHOP SUPPLIES	29.99	REP. & MAINT. - BUILDING	201.201.223		Frick		587 00174
	SHOP SUPPLIES	33.98	REP. & MAINT. - BUILDING	201.201.223		Frick		587 00182
	TRUCK SUPPLIES	42.44	REP. & MAINT. -VEHICLES	201.201.222		Frick		587 00194
	BUILDING SUPPLIES	32.56	REP. & MAINT. - BUILDING	201.201.223		Frick		587 00377
	WEIGHT ROOM REPAIRS	2.95	REP. & MAINT. - BUILDING	203.203.223		Jensen		587 00180
	DOG PARK REPAIRS	47.95	REP. & MAINT. - BUILDING	201.201.223		Kirchner		587 00015
	PLANT SUPPLIES	24.35	AGRICULTURAL SUPPLIES	201.201.241		Kortan		587 00178
	FLOWER SUPPLIES	44.77	AGRICULTURAL SUPPLIES	201.201.241		Kortan		587 00299
	FILTER	21.99	REP. & MAINT. - BUILDING	101.125.223		Miles		587 00099
	AIR FILTER	22.98	REP. & MAINT. - BUILDING	101.125.223		Miles		587 00151
	PROGRAM SUPPLIES	44.97	PROGRAM SUPPLIES	101.142.242		Schmidt		587 00484
	SUMMER READING PROGRAM	124.86	RECREATION SUPPLIES	701.701.242		Schmidt		587 00485

Credit Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
KOPETSKYS ACE HDWE	CLEANING SUPPLIES	25.98	JANITORIAL SUPPLIES	201.201.236		Snyder		587 00350
		499.77	*VENDOR TOTAL					
LEWIS AND CLARK FORD L	REPLACE TORQUE CONVERTER	2,060.78	GARAGE PARTS	801.801.249		Kulhavy		587 00384
LOCATORS & SUPPLIES IN	LOCATE PAINT	885.96	REP. & MAINT. - DISTRIBU	601.601.226		Robinson		587 00011
MARATHON PETRO272195	FUEL	54.81	LEARNING	101.126.264		Ryken		587 00146
MARK S MACHINERY INC	BOBCAT REPAIRS	29.72	REP. & MAINT. - EQUIPMEN	201.201.221		Jensen		587 00450
MCARTHUR SHEET METAL	SUCTION PIPE	172.29	REP. & MAINT. - COLLECTI	611.611.226		Robinson		587 00446
MCLEODS PRINTING	PRINTING OF CITATIONS	50.87	PRINTING & BINDING	101.111.233		Rothenberger		587 00020
MCMMASTER-CARR	LAGOON ELECTRICAL	125.88	REP. & MAINT. - PLANT	611.611.221		Hanson		587 00452
MENARDS YANKTON SD	AG SUPPLIES	3.98	AGRICULTURAL SUPPLIES	621.621.241		Bornitz		587 00157
	AG SUPPLIES	66.75	AGRICULTURAL SUPPLIES	621.621.241		Bornitz		587 00183
	BUILDING MAINTENANCE	201.99	REP. & MAINT. - BUILDING	621.621.223		Bornitz		587 00406
	PLUMBING SUPPLIES	48.02	REP. & MAINT. - PLANT	601.601.221		Bush		587 00441
	PVC RISER	6.95	REP. & MAINT. - PLANT	601.601.221		Dietsch		587 00429
	PLUMBING PARTS	48.75	REP. & MAINT. - PLANT	601.601.221		Dietsch		587 00454
	PLUMBING PARTS	7.98	REP. & MAINT. - PLANT	601.601.221		Dietsch		587 00455
	PLUMBING PARTS	2.93	REP. & MAINT. - PLANT	601.601.221		Dietsch		587 00460
	PALLET JACK	369.99	REP. & MAINT. - BUILDING	201.201.223		Eskens		587 00371
	BAG CONCRETE	38.64	ROAD MATERIALS	101.123.239		Gobel		587 00468
	SMALL TOOLS	69.97	SMALL TOOLS & HARDWARE	611.611.247		Hanson		587 00121
	CLEANER	22.38	JANITORIAL SUPPLIES	611.611.236		Hanson		587 00122
	LAB WINDOW SILL REPAIR	50.55	REP. & MAINT. - BUILDING	611.611.223		Hanson		587 00297
	LAB BUILDING CAULK	43.21	REP. & MAINT. - BUILDING	611.611.223		Hanson		587 00338
	TOOLS	52.71	SMALL TOOLS & HARDWARE	611.611.247		Hanson		587 00385
	PLUMBING	8.46	REP. & MAINT. - PLANT	611.611.221		Hanson		587 00443
	MOUSE GLUE	7.44	REP. & MAINT. - BUILDING	101.125.223		Homstad		587 00016
	MAG-GLOW VIEW	15.98	OFFICE SUPPLIES	101.106.232		Homstad		587 00092
	BOATDOCK REPAIRS	47.74	REP. & MAINT. - BUILDING	201.201.223		Kirchner		587 00106
	CABLE TIES	59.98	REP. & MAINT. - BUILDING	201.201.223		Kirchner		587 00222
	SHOP SUPPLIES	20.00	REP. & MAINT. - BUILDING	201.201.223		Kirchner		587 00492
	FLOWER SUPPLIES	32.68	AGRICULTURAL SUPPLIES	201.201.241		Kortan		587 00295
	FAUCET	8.58	REP. & MAINT. - BUILDING	101.142.223		Miles		587 00155
	CRABGRASS PREVENTER	21.95	REP. & MAINT. - BUILDING	101.125.223		Miles		587 00315
	RAKE	25.96	REP. & MAINT. - EQUIPMEN	101.106.221		Miles		587 00457

Credit Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
MENARDS YANKTON SD								
	SUPPLIES	4.49	REP. & MAINT. - BUILDING	101.125.223		Miles		587 00481
	FILTERS	35.94	REP. & MAINT. - BUILDING	101.142.223		Miles		587 00486
	FILTER	35.94	REP. & MAINT. - BUILDING	101.141.223		Miles		587 00489
	TOTE AND COVER PLATES	15.53	OFFICE SUPPLIES	208.208.232		Morrow		587 00057
	PAVING STONE-TOWER SITE	3.36	OFFICE SUPPLIES	208.208.232		Morrow		587 00071
	DROP CLOTH	43.45	EQUIPMENT	101.125.350		Morrow		587 00084
	PAINT	9.92	REP. & MAINT. - PLANT	601.601.221		Peterson		587 00110
	TRASH BAGS, CLEANER	39.96	JANITORIAL SUPPLIES	601.601.236		Peterson		587 00280
	TOOLS, TOOL BOX, HANDLE	22.85	REP. & MAINT. - EQUIPMEN	101.111.221		Rothenberger		587 00006
	PVC PLUG	5.98	REP. & MAINT. - PLANT	601.601.221		Rothermel		587 00069
	GRAFFITI REMOVER	9.47	REP. & MAINT. - BUILDING	601.601.223		Rothermel		587 00327
	PLUMBING SUPPLIES	51.33	REP. & MAINT. - PLANT	601.601.221		Rothermel		587 00491
	ELECTRICAL SUPPLIES	8.75	REP. & MAINT. - BUILDING	101.127.223		Ryken		587 00205
	JANITORIAL SUPPLIES	18.02	JANITORIAL SUPPLIES	101.127.236		Ryken		587 00262
	IRRIGATION REPAIRS	108.92	REP. & MAINT. - PLANT	601.601.221		Schantz		587 00055
	PVC FITTING	3.87	REP. & MAINT. - PLANT	601.601.221		Schantz		587 00072
	PLUMBING FITTINGS	31.22	REP. & MAINT. - PLANT	601.601.221		Schantz		587 00195
	PVC RISER	1.73	REP. & MAINT. - PLANT	601.601.221		Schantz		587 00501
	SPOTLIGHTS FOR TRUCKS	110.92	REP. & MAINT. - DISTRIBU	601.601.226		Tramp		587 00378
	SPRINKLER HEAD	12.97	ROAD MATERIALS	101.123.239		Ulmer		587 00045
		1,858.19	*VENDOR TOTAL					
MERIDIAN EYE CARE								
	PRE-EMPLOYMENT PHYSICAL	50.00	PROFESSIONAL SERVICES	101.111.202		Bailey		587 00444
MIDAMERICA BOOKS								
	POSTAGE	76.71	POSTAGE	101.142.231		Schmidt		587 00476
	BOOKS	767.10	BOOKS	101.142.340		Schmidt		587 00477
		843.81	*VENDOR TOTAL					
MIDWEST LABORATORIES I								
	MONTHLY WASTEWATER TESTS	129.84	PROFESSIONAL SERVICES	611.611.202		Hanson		587 00344
MIDWEST TIRE AND MUFFL								
	WHEELBARROW TIRE	29.66	REP. & MAINT. - EQUIPMEN	201.201.221		Jensen		587 00188
	WHEELS	60.40	REP. & MAINT. - EQUIPMEN	201.201.221		Jensen		587 00209
	TIRES	2,419.20	GARAGE PARTS	801.801.249		Kulhavy		587 00143
	TIRE DISPOSAL FEE REFUND	7.00CR	REP. & MAINT. - BUILDING	101.125.223		Miles		587 00294
	TIRES	116.00	REP. & MAINT. - BUILDING	101.125.223		Miles		587 00311
		2,618.26	*VENDOR TOTAL					
MUTT MITT.COM								
	MUTT MITTS	3,523.30	REP. & MAINT. - BUILDING	201.201.223		McHenry		587 00475
NAPA AUTO PARTS								
	V-BELT	45.98	REP. & MAINT. - PLANT	601.601.221		Dietsch		587 00467
	KUBOTA REPAIRS	144.99	REP. & MAINT. - EQUIPMEN	201.201.221		Jensen		587 00123
	CHUCKS AND GAUGES	74.96	SMALL TOOLS & HARDWARE	801.801.247		Kulhavy		587 00129

Credit Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
NAPA AUTO PARTS	WHEEL FLAP/BEARING	33.50	GARAGE PARTS	801.801.249		Nowak		587 00465
	FILTER	38.58	REP. & MAINT. - PLANT	601.601.221		Peterson		587 00104
		338.01	*VENDOR TOTAL					
NARTEC, INC.	COCAINE FIELD TEST KITS	24.40	REP. & MAINT. - EQUIPMEN	101.111.221		Brandt		587 00120
NATIONAL HR ASSOC.	MEMBERSHIP TO HR ASSN.	110.00	MEMBERSHIP DUES	101.107.261		Orr		587 00252
NORTHTOWN AUTOMOTIVE	FUEL PUMP	864.91	GARAGE PARTS	801.801.249		Kulhavy		587 00473
OLSONS PEST TECHNICIAN	PEST CONTROL	185.00	PROFESSIONAL SERVICES	202.202.202		McHenry		587 00061
	PEST CONTROL	93.00	PROFESSIONAL SERVICES	101.142.202		Schmidt		587 00288
		278.00	*VENDOR TOTAL					
OREILLY AUTO PARTS 32	TRAILER WIRE	31.99	GARAGE PARTS	801.801.249		Kulhavy		587 00026
	HEX KEY SET	14.99	GARAGE PARTS	801.801.249		Kulhavy		587 00130
	SOCKET	13.99	GARAGE PARTS	801.801.249		Kulhavy		587 00134
	BATTERY	259.90	GARAGE PARTS	801.801.249		Kulhavy		587 00196
	OIL PLUG	2.99	GARAGE PARTS	801.801.249		Kulhavy		587 00212
	QSTABILIZER	25.98	GARAGE PARTS	801.801.249		Kulhavy		587 00220
	DOOR LATCH	48.42	GARAGE PARTS	801.801.249		Kulhavy		587 00237
	MECHANIC WIRE	312.26	GARAGE PARTS	801.801.249		Kulhavy		587 00439
	SOAP/POWER WASHER	97.90	GARAGE PARTS	801.801.249		Kulhavy		587 00479
		808.42	*VENDOR TOTAL					
OTC BRANDS INC	PROGRAMMING	94.77	PROGRAM SUPPLIES	101.142.242		Schmidt		587 00164
	SUMMER READING PROGRAM	89.90	RECREATION SUPPLIES	701.701.242		Schmidt		587 00165
		184.67	*VENDOR TOTAL					
OVERDRIVE DIST	EBOOKS	138.00	E-BOOKS	101.142.209		Schmidt		587 00435
PACK AND SHIP	TOTAL STATION SHIPPING	78.20	REP. & MAINT. - EQUIPMEN	101.122.221		Haberman		587 00499
PAYPAL EBAY US	PEG EQUIPMENT	45.59	REP. & MAINT. - EQUIPMEN	101.105.221		Johnson		587 00083
	PEG EQUIPMENT	49.88	REP. & MAINT. - EQUIPMEN	101.105.221		Johnson		587 00089
		95.47	*VENDOR TOTAL					
PHOTOGRAPHY BY JERRY	NOLZ RETIREMENT PHOTO	113.50	PROFESSIONAL SERVICES	101.111.202		Rothenberger		587 00459

Credit Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
PITNEY BOWES PBP	POSTAGE	200.00	POSTAGE	101.142.231		Schmidt		587 00177
PIZZA HUT 002791	EMPLOYEE APPRECIATION	37.60	PROFESSIONAL SERVICES	101.111.202		Brandt		587 00082
PIZZA RANCH - YANKTON	TRAINING-STAFF AND BOARD	131.63	CONFERENCE & MEETINGS	101.142.265		Schmidt		587 00206
PP SDCODEENFOR	CONFERENCE	51.95	CONFERENCE & MEETINGS	101.106.265		Bies		587 00189
PRIME VIDEO 1637F64S0	STREAMED VIDEO	10.64	PROFESSIONAL SERVICES	101.142.202		Dobrovolny		587 00498
PUSH PEDAL PULL-CORPOR	WORKOUT EQUIPMENT REPAIR	1,502.98	REP. & MAINT. - BUILDING	203.203.223		McHenry		587 00321
QUADIANT INC ORACLE	POSTAGE MACHINE INK	139.73	OFFICE SUPPLIES	101.104.232		Yardley		587 00075
RADISSON BLU FARGO	HOTEL	625.45	LEARNING	101.126.264		Ryken		587 00040
	HOTEL	604.45	LEARNING	101.126.264		Ryken		587 00047
		1,229.90	*VENDOR TOTAL					
RAMKOTA HOTEL & CONFER	HOTEL ROOM	213.28	CONFERENCE & MEETINGS	101.127.265		Haberman		587 00258
	HOTEL ROOM	213.28	CONFERENCE & MEETINGS	101.127.265		Haberman		587 00277
	HOTEL 2 NIGHTS TRAINING	154.00	TRAVEL EXPENSE	101.111.263		O'Farrell		587 00042
	HOTEL ROOM	213.28	CONFERENCE & MEETINGS	101.127.265		Roinstad		587 00276
		793.84	*VENDOR TOTAL					
RAMKOTA HOTEL PIERRE /	TRAVEL EXPENSE	22.21	CONFERENCE & MEETINGS	101.127.265		Roinstad		587 00307
RAYALLEN.COM ! JJDOG.C	K9 CORONA HARNESS	127.77	REP. & MAINT. - EQUIPMEN	101.111.221		Wilson		587 00102
	K9 HARNESS-RETURNING	117.12	REP. & MAINT. - EQUIPMEN	101.111.221		Wilson		587 00119
		244.89	*VENDOR TOTAL					
RIVERSIDE HYDRAULICS I	FILTER CAPS, HOSES	318.49	GARAGE PARTS	801.801.249		Nowak		587 00094
	PULSE HOSE, HYDRAULIC END	69.04	GARAGE PARTS	801.801.249		Nowak		587 00172
	HYDRAULIC HOSE	61.86	GARAGE PARTS	801.801.249		Nowak		587 00247
	REPAIR CYLINDER	379.53	GARAGE PARTS	801.801.249		Nowak		587 00318
	HYDRAULIC HOSE	151.79	GARAGE PARTS	801.801.249		Nowak		587 00355
	FILTER CAP STRAINER	49.54	GARAGE PARTS	801.801.249		Nowak		587 00432
	HYDRAULIC HOSE	53.14	GARAGE PARTS	801.801.249		Nowak		587 00437
	HYDRAULIC LINE	138.44	GARAGE PARTS	801.801.249		Nowak		587 00461
		1,221.83	*VENDOR TOTAL					

Credit Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
ROAD KING TRAILERS	TREATED WOOD FOR TRAILER	424.60	GARAGE PARTS	801.801.249		Kulhavy		587 00050
RONS AUTO GLASS	VAN WINDSHIELD REPAIR	40.00	REP. & MAINT. - EQUIPMEN	101.125.221		Miles		587 00225
ROYAL SPORT SHOP	TROPHY PLAQUES	44.00	EMPLOYEE COMMITTEE	101.107.141		Yardley		587 00112
SHELL OIL 57444720205	FUEL	38.46	TRAVEL EXPENSE	611.611.263		Hanson		587 00039
SHOPLET.COM	EVIDENCE BOXES	208.10	OFFICE SUPPLIES	101.111.232		O'Farrell		587 00483
SHUR-CO	TARP REPLACEMENT	1,365.47	GARAGE PARTS	801.801.249		Kulhavy		587 00179
SICKIES GARAGE SIOUX F	TRAVEL EXPENSE	42.15	TRAVEL EXPENSE	201.201.263		Eskens		587 00038
SMARTSIGN	SIGNS	551.66	BUILDING REPAIR & MAINT.	637.637.223		Potts		587 00282
	LOCKER ROOM SIGN	26.42	REP. & MAINT. - BUILDING	203.203.223		Wattier		587 00064
		578.08	*VENDOR TOTAL					
SOUTH DAKOTA STATE HIS	MICROFILM	10.00	PROFESSIONAL SERVICES	101.142.202		Schmidt		587 00472
SQ BUHLS CLEANERS	UNIFORM ALTERATIONS	20.00	UNIFORMS	101.111.244		Brandt		587 00408
	CLEANING TOWELS	375.60	CONTRACTED SERVICES	203.203.204		McHenry		587 00314
		395.60	*VENDOR TOTAL					
SQ HANSON BRIGGS INC.	BUSINESS CARDS	144.87	OFFICE SUPPLIES	601.601.232		Robinson		587 00138
SQ LOS DESIGNS LLC D	DOG PARK SIGNS	500.00	REP. & MAINT. - BUILDING	201.201.223		Frick		587 00080
SQ SD WATER & WASTEWA	PERMIT FEES	103.00	WESTSIDE PARK IMPROVEMEN	503.545.320		Bailey		587 00245
SQ TINTING PROS	TINT MOWER TRACTOR	800.00	GARAGE PARTS	801.801.249		Kulhavy		587 00369
STATE SUPPLY	AIR VENT	124.16	REP. & MAINT. - BUILDING	101.125.223		Homstad		587 00349

Credit Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
STURDEVANTS-YANKTON #1								
	GOLF CART REPAIRS	6.09	REP. & MAINT. - EQUIPMEN	201.201.221		Jensen		587 00100
	MOWER REPAIRS	78.24	REP. & MAINT. - EQUIPMEN	201.201.221		Jensen		587 00153
	SEEDER REPAIR	11.69	REP. & MAINT. - EQUIPMEN	201.201.221		Jensen		587 00190
	SPARK PLUG	8.23	REP. & MAINT. - EQUIPMEN	201.201.221		Jensen		587 00216
	EQUIPMENT SUPPLIES	15.57	REP. & MAINT. - EQUIPMEN	201.201.221		Jensen		587 00342
	FILTERS	8.57	GARAGE PARTS	801.801.249		Nowak		587 00215
	FILTERS	56.68	GARAGE PARTS	801.801.249		Nowak		587 00286
	FILTERS	45.85	GARAGE PARTS	801.801.249		Nowak		587 00361
	FILTERS	11.74	GARAGE PARTS	801.801.249		Nowak		587 00374
	FILTERS	25.14	GARAGE PARTS	801.801.249		Nowak		587 00379
	FILTERS	225.39	GARAGE PARTS	801.801.249		Nowak		587 00478
	FILTERS	4.99	GARAGE PARTS	801.801.249		Potts		587 00030
	FILTERS	488.43	GARAGE PARTS	801.801.249		Potts		587 00154
	FILTERS	53.59	GARAGE PARTS	801.801.249		Potts		587 00251
	FILTERS	211.98	GARAGE PARTS	801.801.249		Potts		587 00352
	FILTERS	41.58	GARAGE PARTS	801.801.249		Potts		587 00448
		1,293.76	*VENDOR TOTAL					
SUBWAY 10257								
	INVESTIGATION EXPENSE	12.77	TRAVEL EXPENSE	101.111.263		Larson		587 00184
SUPPLYHOUSE.COM								
	WATER DOUBLE CHECK VALVE	579.51	REP. & MAINT. - PLANT	611.611.221		Hanson		587 00261
TARGET 00000760								
	SUMMER READING PROGRAM	21.30	RECREATION SUPPLIES	701.701.242		Schmidt		587 00116
TESSMAN COMPANY SIOUX								
	CHEMICALS	6,319.00	CHEMICALS & GASES	201.201.240		McHenry		587 00200
TEXAS ROADHOUSE FR #22								
	TRAVEL EXPENSE	47.75	LEARNING	101.126.264		Ryken		587 00101
THE LODGE AT DEADWOOD								
	HOTEL FOR CONFERENCE	89.01	TRAVEL EXPENSE	101.111.263		Larson		587 00107
THE UPS STORE 6716								
	WET SHIPPING	347.58	PROFESSIONAL SERVICES	611.611.202		Hanson		587 00063
	EASTER EGG EVENT	70.00	SPECIAL EVENTS - ACTIVIT	211.231.575		Lacroix		587 00268
	EASTER EGG EVENT	56.00	SPECIAL EVENTS - ACTIVIT	211.231.575		Lacroix		587 00360
	EASTER EGG EVENT	28.00	SPECIAL EVENTS - ACTIVIT	211.231.575		Lacroix		587 00364
	SHIPPING	13.12	REP. & MAINT. - EQUIPMEN	101.114.221		Nickles		587 00087
	SAMPLES SHIPPING	29.63	POSTAGE	601.601.231		Peterson		587 00326
		544.33	*VENDOR TOTAL					
TITAN MACHINERY-YANKTO								
	FILTERS	99.52	GARAGE PARTS	801.801.249		Nowak		587 00170
	KUBOTA ACCESSORIES	2,423.35	EQUIPMENT	101.127.350		Roinstad		587 00058
		2,522.87	*VENDOR TOTAL					

Credit Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
TRACTOR SUPPLY CO #550	TAILGATE LIFT	266.24	GARAGE PARTS	801.801.249		Potts		587 00267
TRACTOR-SUPPLY-CO #026	HEAVY DUTY SURFACE MOUNT	73.93	GARAGE PARTS	801.801.249		Kulhavy		587 00081
	BOLTS CUTTERS	67.98	SMALL TOOLS & HARDWARE	611.611.247		Robinson		587 00403
	K9 CORONA DOG FOOD	75.49	K-9 UNIT MEDICAL CARE	101.111.246		Wilson		587 00380
		217.40	*VENDOR TOTAL					
TRAVELOCITY 7228486774	PROFESSIONAL SERVICES	10.78	PROFESSIONAL SERV.-VOLUN	101.114.202		Bailey		587 00223
TRK HOSTING	INTERNET ACCESS	7.95	TELEPHONE	101.105.271		Johnson		587 00283
TRUCK TRAILER SALES & PIGTAILS		16.50	GARAGE PARTS	801.801.249		Kulhavy		587 00009
	BRAKE CAM	103.75	GARAGE PARTS	801.801.249		Nowak		587 00086
	VALVE	355.65	GARAGE PARTS	801.801.249		Nowak		587 00088
	LANDING GEAR KIT	1,155.00	GARAGE PARTS	801.801.249		Nowak		587 00347
		1,630.90	*VENDOR TOTAL					
TURFWERKS - DAVIS EQUI	BRUSH	157.40	REP. & MAINT. - BUILDING	201.201.223		Jensen		587 00438
U.S. PLASTIC CORPORATI	RETURNED FITTINGS	979.18CR	REP. & MAINT. - PLANT	601.601.221		Chytka		587 00203
ULINE SHIP SUPPLIES	ALINE BOARD	176.35	MISCELLANEOUS CONCESSION	202.202.728		Wattier		587 00430
UNITED LABORATORIES IN	SLIDE GATE LUBRICANT	356.28	REP. & MAINT. - PLANT	611.611.221		Hanson		587 00346
UNITED 01677274545774	PROFESSIONAL SERVICES	677.60	PROFESSIONAL SERV.-VOLUN	101.114.202		Bailey		587 00211
USA BLUE BOOK	MAIN BREAK BOOTS	432.78	MEDICAL,SAFETY, & LAB. S	601.601.243		Robinson		587 00076
	MAIN BREAK BOOTS	161.87	MEDICAL,SAFETY, & LAB. S	601.601.243		Robinson		587 00193
	3/4-METER GASKETS	49.69	REPAIR & MAINT.-WATER ME	601.601.227		Robinson		587 00249
	3/4-METER GASKETS	49.69	REPAIR & MAINT.-WATER ME	611.611.227		Robinson		587 00250
		694.03	*VENDOR TOTAL					
USPS PO 4698100078	POSTAGE	13.23	POSTAGE	101.142.231		Dobrovolny		587 00343
	CERTIFIED MAIL	7.96	POSTAGE	101.106.231		Homstad		587 00010
	MAIL EVIDENCE	41.25	POSTAGE	101.111.231		O'Farrell		587 00451
	MAIL EVIDENCE	29.95	POSTAGE	101.111.231		Osborne		587 00128
	MAIL EVIDENCE	32.10	POSTAGE	101.111.231		Osborne		587 00255

Credit Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
USPS PO 4698100078	POSTAGE	26.44	POSTAGE	101.142.231		Schmidt		587 00017
		150.93	*VENDOR TOTAL					
VASTBROADBAND	PHONE	272.90	TELEPHONE	601.601.271		Yardley		587 00036
	PHONE	153.58	TELEPHONE	101.127.271		Yardley		587 00144
	PHONE	38.39	TELEPHONE	101.123.271		Yardley		587 00145
	PHONE	176.21	TELEPHONE	202.202.271		Yardley		587 00281
	PHONE	42.62	TELEPHONE	101.102.271		Yardley		587 00387
	PHONE	113.04	TELEPHONE	101.104.271		Yardley		587 00388
	PHONE	13.81	TELEPHONE	101.105.271		Yardley		587 00389
	PHONE	52.43	TELEPHONE	101.106.271		Yardley		587 00390
	PHONE	13.81	TELEPHONE	101.107.271		Yardley		587 00391
	PHONE	22.01	TELEPHONE	101.111.271		Yardley		587 00392
	PHONE	67.08	TELEPHONE	101.114.271		Yardley		587 00393
	PHONE	105.50	TELEPHONE	101.122.271		Yardley		587 00394
	PHONE	40.52	TELEPHONE	101.123.271		Yardley		587 00395
	PHONE	45.06	TELEPHONE	101.142.271		Yardley		587 00396
	PHONE	156.46	TELEPHONE	201.201.271		Yardley		587 00397
	PHONE	22.67	TELEPHONE	202.202.271		Yardley		587 00398
	PHONE	147.96	TELEPHONE	203.203.271		Yardley		587 00399
	PHONE	92.50	TELEPHONE	601.601.271		Yardley		587 00400
	PHONE	13.81	TELEPHONE	611.611.271		Yardley		587 00401
	PHONE	22.01	TELEPHONE	637.637.271		Yardley		587 00402
	PHONE	32.37	TELEPHONE	101.102.271		Yardley		587 00410
	PHONE	172.32	TELEPHONE	101.104.271		Yardley		587 00411
	PHONE	25.12	TELEPHONE	101.105.271		Yardley		587 00412
	PHONE	79.93	TELEPHONE	101.106.271		Yardley		587 00413
	PHONE	64.28	TELEPHONE	101.107.271		Yardley		587 00414
	PHONE	32.46	TELEPHONE	101.111.271		Yardley		587 00415
	PHONE	94.61	TELEPHONE	101.114.271		Yardley		587 00416
	PHONE	176.73	TELEPHONE	101.122.271		Yardley		587 00417
	PHONE	65.47	TELEPHONE	101.123.271		Yardley		587 00418
	PHONE	77.82	TELEPHONE	101.142.271		Yardley		587 00419
	PHONE	230.75	TELEPHONE	201.201.271		Yardley		587 00420
	PHONE	33.43	TELEPHONE	202.202.271		Yardley		587 00421
	PHONE	218.22	TELEPHONE	203.203.271		Yardley		587 00422
	PHONE	136.43	TELEPHONE	601.601.271		Yardley		587 00423
	PHONE	23.86	TELEPHONE	611.611.271		Yardley		587 00424
	PHONE	32.54	TELEPHONE	637.637.271		Yardley		587 00425
	INTERNET SERVICE	868.99	INTERNET ACCESS	101.105.270		Yardley		587 00431
	PHONE	271.99	TELEPHONE	601.601.271		Yardley		587 00497
		4,249.69	*VENDOR TOTAL					
VCN YANKTONRODCTR	REGISTER OF DEEDS	32.50	PUBLISHING	101.106.211		Bies		587 00051
	RECORDING FEES	62.50	PUBLISHING	101.106.211		Bies		587 00256
		95.00	*VENDOR TOTAL					

Credit Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
VIDDLER INC	VIDEO HOSTING	41.49	PROFESSIONAL SERVICES	101.125.202		Johnson		587 00259
VISTAPRINT	POSTAGE	12.49	POSTAGE	101.142.231		Schmidt		587 00238
	SUMMER READING PROGRAM	295.56	RECREATION SUPPLIES	701.701.242		Schmidt		587 00239
		308.05	*VENDOR TOTAL					
VZWRLLS MY VZ VB P	INTERNET ACCESS	907.35	INTERNET ACCESS	101.105.270		Johnson		587 00108
	INTERNET ACCESS	56.74	INTERNET ACCESS	101.105.270		Johnson		587 00111
	INTERNET ACCESS	80.02	TELEPHONE	101.105.271		Johnson		587 00114
	INTERNET ACCESS	80.02	TELEPHONE	101.105.271		Johnson		587 00132
		1,124.13	*VENDOR TOTAL					
WAL-MART #1483	OFFICE SUPPLIES	115.06	OFFICE SUPPLIES	101.102.232		Bailey		587 00260
	OFFICE SUPPLIES	23.01	OFFICE SUPPLIES	201.201.232		Kortan		587 00382
	EASTER EGG EVENT	29.96	SPECIAL EVENTS - ACTIVIT	211.231.575		Lacroix		587 00367
	OFFICE SUPPLIES	125.93	OFFICE SUPPLIES	201.201.232		McHenry		587 00207
	PATROL BAG	40.16	REP. & MAINT. - EQUIPMEN	101.111.221		Rothenberger		587 00033
	EASTER EGG EVENT	27.54	SPECIAL EVENTS - ACTIVIT	211.231.575		Wattier		587 00185
	RESIST TUBE	140.20	RECREATION SUPPLIES	203.203.242		Wattier		587 00458
	OFFICE SUPPLIES	50.83	OFFICE SUPPLIES	101.111.232		Yankton Police		587 00052
		552.69	*VENDOR TOTAL					
WALGREENS #9806	TRASH BAGS	11.99	OFFICE SUPPLIES	631.631.232		Goeden		587 00019
WALMART.COM AA	OFFICE SUPPLIES	56.48	OFFICE SUPPLIES	101.104.232		Yardley		587 00065
WEF MAIN	WEF MEMBERSHIP	82.50	MEMBERSHIP DUES	611.611.261		Hoilien		587 00049
WM SUPERCENTER #1483	OFFICE SUPPLIES	23.90	OFFICE SUPPLIES	601.601.232		Dietsch		587 00464
	CONCESSIONS - GATORADE	61.01	MISCELLANEOUS CONCESSION	203.203.728		Wattier		587 00078
		84.91	*VENDOR TOTAL					
WWW.RESERVATIONS.COM	HOTEL RESERVATION	19.99	REP. & MAINT. - PLANT	611.611.221		Hanson		587 00291
YANKTON WINNELSON CO	PRESSURE RELIEF VALVE	28.94	REP. & MAINT. - PLANT	611.611.221		Hanson		587 00137
	PARK SUPPLIES	12.21	REP. & MAINT. - BUILDING	201.201.223		Kirchner		587 00142
	PARK SUPPLIES	11.95	REP. & MAINT. - BUILDING	201.201.223		Kirchner		587 00156
	FAUCET	155.00	REP. & MAINT. - BUILDING	101.142.223		Miles		587 00279
	FILTER	103.66	REP. & MAINT. - BUILDING	101.125.223		Miles		587 00354
		311.76	*VENDOR TOTAL					

Credit Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
YANKTONMEDIAINC								
	ADVERTISEMENT	66.68	PROFESSIONAL SERVICES	101.142.202		Bailey		587 00331
	ADVERTISEMENT	66.68	PROFESSIONAL SERVICES	101.111.202		Bailey		587 00332
	ADVERTISEMENT	66.68	PROFESSIONAL SERVICES	201.201.202		Bailey		587 00333
	ADVERTISEMENT	66.69	PROFESSIONAL SERVICES	631.631.202		Bailey		587 00334
		266.73	*VENDOR TOTAL					
YKT JANITORIAL & DT SC								
	JANITORIAL SUPPLIES	213.10	JANITORIAL SUPPLIES	101.125.236		Miles		587 00041
	FLOOR FINISH AND PADS	299.35	REP. & MAINT. - BUILDING	101.141.223		Miles		587 00068
	FLOOR BUFF SPRAY	6.70	JANITORIAL SUPPLIES	101.125.236		Miles		587 00365
	FLOOR STRIPPING PADS	170.35	REP. & MAINT. - BUILDING	101.114.223		Miles		587 00488
		689.50	*VENDOR TOTAL					
ZORO TOOLS INC								
	LOCK LEVER	1,139.98	REP. & MAINT. - BUILDING	101.127.223		Homstad		587 00161
	FLOOR PADS	17.99	JANITORIAL SUPPLIES	101.125.236		Homstad		587 00309
	SANDBLASTING CABINET	2,699.99	EQUIPMENT	602.602.350		Robinson		587 00060
		3,857.96	*VENDOR TOTAL					
1 OFFICE SOLUTION								
	LAMINATE REZONE SIGN	3.75	PUBLISHING	101.106.211		Kuenzli		587 00018
	PROFESSIONAL SERVICES	46.45	PROFESSIONAL SERVICES	208.208.202		Yardley		587 00442
		50.20	*VENDOR TOTAL					
238 HARDEES SIOUX FALL								
	TRAVEL EXPENSE	8.05	TRAVEL EXPENSE	101.111.263		Rothenberger		587 00296

Credit Card Schedule of Bills

VENDOR NAME								
DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID LINE
REPORT TOTALS:	100,575.25							

RECORDS PRINTED - 000504

Credit Card Schedule of Bills

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
101	GENERAL FUND	26,336.51
201	PARKS AND RECREATION	19,761.89
202	HUETHER FAMILY AQUATICS CTR	1,267.94
203	SUMMIT ACTIVITY CENTER	5,037.05
204	MARNE CREEK	334.98
208	911/DISPATCH	110.34
211	LODGING SALES TAX	211.50
503	PARK CAPITAL	103.00
601	WATER OPERATION	10,911.07
602	WATER RENEWAL/REPLACEMENT	2,699.99
611	WASTE WATER OPERATION	12,343.39
621	CEMETERY OPERATION	595.17
631	SOLID WASTE	78.68
637	JOINT POWER	1,257.20
701	LIBRARY TRUST	2,156.29
801	CENTRAL GARAGE	17,370.25
TOTAL ALL FUNDS		100,575.25

BANK RECAP:

BANK	NAME	DISBURSEMENTS
1DAK	FIRST DAKOTA NAT'L BANK CORP	100,575.25
TOTAL ALL BANKS		100,575.25

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

DATE APPROVED BY

.....

.....

Proclamation - National Police Week 2022

WHEREAS, in 1962, President John F. Kennedy signed the first proclamation recognizing May 15th as Peace Officers Memorial Day and the week in which it falls as National Police Week; and

WHEREAS, police officers throughout the City of Yankton work diligently to safeguard the City of Yankton, by enforcing laws, and keeping our schools, neighborhoods, and families safe; and building community relationships; and

WHEREAS, our police officers continue to report for duty, in the midst of uncertainty, fully aware of the risks that they may have to take to safeguard the public; and

WHEREAS, we commemorate law enforcement officers both past and present who have rendered a dedication to service to the Yankton community; and

WHEREAS, we reflect on the bravery of our men and women of the Yankton Police Department and express our gratitude for the selfless dedication to upholding the freedoms provided by our Constitution and protecting the lives and property of the citizens of our community;

NOW, THEREFORE, I, Stephanie Moser, Mayor of Yankton, do hereby proclaim May 15-21, 2022, as National Police Week in the City of Yankton. I further call upon all citizens of the City of Yankton to observe Sunday, May 15, 2022, as Peace Officers' Memorial Day in honor of those law enforcement officers who, through their courageous deeds, have made the ultimate sacrifice in service to their community or have become disabled in the performance of duty, and let us recognize and pay respect to the survivors of our fallen heroes.

IN WITNESS THEREOF, I have hereunto set my hand and caused the Seal of the City of Yankton to be affixed.

Stephanie Moser, Mayor

May 9, 2022

Al Viereck, Finance Officer

May 9, 2022



OFFICE OF THE CITY MANAGER

www.cityofyankton.org

VOL. 57 NUMBER 9

Commission Information Memorandum

The Yankton City Commission meeting on Monday, May 9, 2022 will begin at 7:00 pm.

Non-Agenda Items of Interest

1) Community & Economic Development Department Update

It's still early in the year but plan submittals and the issuance of building permits continue at a brisk pace. We are even trending slightly ahead of 2021 which was a very good year for the private sector. We are approximately \$2.5 million ahead of last year's pace year to date. A mid-year recap will be provided at the beginning of July.

2) Library Update

The Summer Reading Program is just around the corner! This summer's theme is Oceans of Possibilities and we are going to start the summer off with a splash! Registration will open on May 16 and participants will be able to start tracking their reading on June 1 for a chance to win some great prizes. Our family kick-off event will be on Monday, June 6 and will feature visitors from Gavin's Point Fish Hatchery and lots of fun activities in and around the library. The Friends of the Library are sponsoring a beautiful fish tank from Tropical Creations for the summer to go with the theme and to add a little extra fun to every library visit! Thank you to the Friends and Tropical Creations for this fun attraction!

On Wednesday, June 8, we will have our 9th annual Historic Cemetery Walk. This event is a partnership between the Mead Cultural Education Center, the Yankton Community Library and the Library Foundation. There will be 5 gravesites that each tour will visit with reenactors telling participants how they were a part of Yankton's history. This is a very popular, educational and unique event. I would strongly encourage you to check it out if you never have before! Tickets go on sale at the library on Monday, May 23.

3) Parks and Recreation Department Update

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

4) Public Works Department Update

Street Department crews have been de-winterizing the asphalt plant in preparation for street patching. Crews have also been working on curb and gutter replacement at various locations throughout the city.

2022 City Projects:

Whiting Drive: Work has commenced on the Whiting Drive Street Project. Letters went out to the adjacent properties, notifying them of the project start date. The contractor will be concentrating on removals for the first week. As per the schedule provided, they look to have everything done in a month and a half.

21st/WCLR/Summit Project & 5th Street: Since the successful bidder for these two projects is the same contractor as Whiting Drive, scheduling and tracking of all of the projects should be more manageable for staff. The Notices of Award have been issued for both of these projects. The contractor, Masonry Components, has already returned the executed documents. Staff will be scheduling a preconstruction meeting for each project prior to issuing the Notices to Proceed.

Airport Parking and Access Road: Staff has completed the survey and has a preliminary plan for pavement and curb & gutter replacement. We will be finalizing the plan and preparing a Request for Quotes (RFQ) to distribute to interested contractors.

5) Fire Department Update

The burn ban that was implemented at the last County Commission meeting, has since been lifted. Residents should contact the dispatch center to notify them of any burning that they have scheduled. Doing so prevents unnecessary responses, whether emergency or non-emergency, from the various agencies.

We had a siren within the City that did not function properly during the recent test. This department will be scheduling the repairs needed to get it operational, again.

Work continues on implementing a policy for captains to take on-call time and be incident command, at emergency events. The response from the captains was very positive, so I would hope that we can get something that is acceptable for everyone.

6) Human Resources Department Update

We are now accepting applications for the full-time position of Building Maintenance/Custodial Supervisor position which is open until May 13.

Ten applications were received for the Youth Services Librarian positions and interviews have been completed. Cassi Pietz has accepted the offer to be the next Youth Services Librarian at the Yankton Community Library. Cassi has experience as a high school English educator as well as experience and a passion for working with kids of all ages.

We are accepting applications for full time Police Officers which are open until filled.

We are accepting application for full time Sanitation Truck Operator which is open until filled.

Summer Applications continue to be distributed, as they are received, to departments for review and interviews to be scheduled. Applications can still be submitted for lifeguards at the Huether Family Aquatics Center being open until filled. Part Time Water Plant Operator and Engineering Aide summer help positions are open until

Kelly Skrzypek began her work on April 25, as a full time Communication Dispatcher.

Applications closed on April 26 for the Recreation and City Events Manager positions receiving 10 applications. Interviews are scheduled for the week of May 2. A recommendation for hire will be forthcoming.

Connie Miles, our Building Maintenance and Custodial Supervisor, has announced she will be retiring in June. We are working through a thorough but expedited hiring process with the hope that our new hire will be able to work with Connie for a week or two before her retirement date.

7) Information Services Department Update

The newly redesigned website went live on May 2nd. We are still working to fix a number of smaller issues and make some additional refinements. The new site has a few new features, like the ability to have a video for a background on the landing page, streamlined navigation and a new service finder feature. We also have held training sessions with departments on working with the content management system to make updates to the site content. The updated navigation will generate a few more broken links until the search engines have crawled the new site.

8) Police Department Update

All recruits that were hired and started in August 2021 have completed training and are on their own as City of Yankton Police Officers. These Officers will continue to gain experience as they are guided by senior officers and their supervisors. We congratulate Jon Todd, Marcus Urban, and Dillon Bollinger.

Our staff has been busy with recruiting efforts speaking with criminal justice classes in Vermillion, Sioux Falls, and Norfolk. We have also participated in job fairs at Mt. Marty, the Yankton Middle School, and Wynot Public Schools recruiting future law enforcement officers.

On May 1st, VFW Post 791 and Auxiliary invited area First Responders to their Loyalty Day presentation. Officer Bollinger attended for the Yankton Police Department. VFW Post 791 presented the Yankton Police Department with a Loyalty Day Certificate.

Sacred Heart 5th grade students had a DARE Graduation on May 2. The 5th-grade students were taught subjects on how to deal with peer pressure, bullying, social media, and many other issues they may encounter as they grow into great individuals. This class was taught by Officer Jen Keitel.

We continue looking for good individuals to work at the City of Yankton Police department. In the last five months, we have offered 6 people conditional offers. 3 went to other agencies, 2 we let go for integrity issues, and 1 withdrew based on pay and insurance. We will continue our recruiting efforts and work on retention efforts.

9) Environmental Services Department Update

Service techs from Harn Reverse Osmosis Systems Inc were onsite to complete the first chemical clean in place (CIP) of the water plant membranes. A series of cleaning chemicals at high and low ph and temperatures were flushed through the membranes to remove any materials built up on the membrane. Harn believes some oxidation of materials may be occurring on the membranes. Staff is waiting for a final report from Harn detailing the data recorded during the cleaning process. Staff is considering sending a membrane unit to the manufacture for further analyze. Staff is also working with HDR to analyses the data.

8 flow meters have been installed in the sewer collection system. The data being collected will be used to verify model results and capacity within the system. Data will also be used to determine the amount of infiltration.

John T. Jones (JTJ) was onsite for several days at the wastewater treatment plant. JTJ is in the process of planning the project workflow and initial timeline. The long lead time of 40 to 50 weeks on several pieces of equipment will affect the project workflow. JTJ has already submitted equipment submittals for approval to begin ordering equipment and supplies as soon as possible. A preconstruction meeting is scheduled for May 18th.

10) Finance Department Update

The Finance Office has received all malt beverage license renewal applications that were due April 29th. The public hearing date for the renewals is set for the next commission meeting. Also, restaurant license applications were mailed out and will be due by May 31st. Renewals are effective July 1, 2022.

A late bill for the programming of the tabulation machine was received, which added \$1,093.15 to our election costs. See the cost breakdown below:

2022 Combined Election Expenses

<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Expense</u>
1/18/2022	Press & Dakotan	Notice of Vacancy - Pub 1/20 & 1/27	\$17.57
2/28/2022	Press & Dakotan	Notice of Voter Registration - Pub 3/8 & 3/16	\$25.63
3/15/2022	HyVee	Training School Condiments/sugar/etc	\$14.07
3/11/2022	Press & Dakotan	Notice of Election - Pub 3/29 & 4/5	\$37.44
3/31/2022	Election Systems & Software Vndr #2960	Ballots - 2 Styles - Combined and School Only	\$2,641.83
3/31/2022	Press & Dakotan	Notice of Tabulation - Pub 4/5	\$10.08
3/31/2022	Press & Dakotan	Sample Ballot Publication - Pub 4/5 & 4/8	\$1,872.00
4/5/2022	McLeod's Printing & Office	Absentee Application Envelopes	\$429.53
4/11/2022	KnowInk, LLC	Poll Books and Support	\$3,600.00
4/12/2022	Finance Dept - Vendor #3436	Election Worker Pay	\$2,920.00
4/13/2022	Karen Faerber - Vndr #7324	County Employee - Resolution Board	\$112.73
4/13/2022	Postage (charged to Finance)	Postage for Mail Outs (20 x \$1.56)	\$31.20
5/2/2022	Election Systems & Software Vndr #2960	Programming for the tabulation machine/USBs	\$1,093.15
			\$12,805.23
		Publications	\$1,962.72
		Workers	\$3,032.73
		Ballots and Supplies	\$7,809.78
			\$12,805.23
		Less: Yankton School District	\$5,588.88
		Final Cost for City	\$7,216.35
2433	Cost per City Voter		\$2.97
2893	Cost per Total Voters		\$4.43

11) Monthly reports

Building, Salary and Yankton Police Department monthly reports are included for your review.

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

Sincerely,

Amy Leon
City Manager

SUMMIT ACTIVITIES CENTER and RECREATION PROGRAMS

- SAC member attendance for April 15-30 – 1,600 visits
(2021- 1,034; 2020- closed for Covid; 2019- 2,517 visits; 2018- 2,804 visits)
- New Members Joined–68
(2021- 19 people; 2020- closed for Covid; 2019- 24 new members; 2018- 31 people)
- **Summit Activities Center Membership Information:**
 - Active & Fit/Renew Active/Silver Sneakers – 65
 - City of Yankton Single – 50
 - Firefighter Single - 21
 - 10 Use Punch card – 52
 - Individual Annual – 294
 - Individual Corporate – 24
 - Individual EFT – 44
 - Individual Monthly – 137
 - Radio Single – 24
 - Total # of Active Members – 705**
- **Total Aquatics Center passes sold: 734 (543 in 2021).**
- **Total Cash Revenue in April 2022-** \$75,918.43 (\$31,011.27 in 2021).
- **GreatLIFE Reimbursement Payment March:** \$2,610.00 (\$1,188- March 2021)
- The 2022 digital summer recreation brochure is available on the City’s website. Registration is open on-line.
- Tuesday, April 7- SAC Red Cross Adult Swim Lessons began. 4 participants.
- Friday, April 29- Adult Coed Softball Registration ended- 13 teams (20 teams in 2021).
 - Adult Coed Sand Volleyball registration ended- 11 teams (14 teams in 2021).
 - Adult Women’s Sand Volleyball registration ended- 7 teams (11 teams in 2021).
- Prime Time Senior Class- 41 participants
- Tabata- 52 participants
- Water Aerobics Class- 93 participants
- Work Out Express- 16 participants
- Zumba- 18 participants
- Birthday party rentals at the SAC- 10 rentals.

- Auxiliary Gym/Main Gym rentals- 2 rentals.
- Theater Rentals- 0 hours.
- Meeting Room Rentals- 9 hours.
- City Hall Rentals- 5 hours.

Capital Building Rentals

- Days Rented – 2 Date

Park Shelter Rentals

- Riverside- 2 Rentals
- Memorial – 0 Rentals
- Westside – 0 Rentals
- Rotary – 0 Rentals
- Sertoma – 0 Rentals
- Tripp – 0 Rentals
- Meridian Bridge – 0 Rentals

The Recreation and Special Events Manager position interviews will take place the week of May 3. Five candidates are being interviewed.

The Recreation staff have been hiring staff for this summer at The Huether Family Aquatics Center. Positions still needing more employees is Lifeguards.

PARKS

The Parks Department has started to prepare The Huether Family Aquatics Center for the 2022 summer season.

The water has been turned on in the restrooms throughout the parks system. Drinking fountains have not been turned yet due to the nighttime temperatures we are still experiencing.

On Saturday, April 23, parks staff helped volunteers at Sertoma Park place back the bases on Field D. Parks also helped to install Jox Boxes around home plate on the NE field and the SE field in the south complex. The other two fields had Jox Boxes installed last spring.

On Saturday, April 23, Brian Frick brought the flusher truck out to the First Dakota Soccer Complex and watered down the driveway, parking lot and some other dirt areas to help with dust control during the large soccer tournament.

On Saturday, April 23, parks staff secured the “L” dock at Riverside Park as the wind caused it to break free.

On Saturday, April 23, parks staff responded to wind damage and the wind causing the outfield fence at Riverside Baseball Stadium to fall over.

The Parks Department had an Arbor Day celebration on Friday, April 29, at Fantle Memorial Park. The Department, along with Keep Yankton Beautiful, planted an American Buckeye tree to the west of the play area in the park.

A contractor is working in Fantle Memorial Park to replace asphalt trails that were breaking up and installing concrete in its place.

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

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

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

City of Yankton Building Report

Permits Issued in the month of April, 2022

Issue Date	Permit #	Owner Name & Address	Use	Valuation	Contractor Name & Address	Fees
04/01/2022	BLDG-22-0056	LIST CONTRACTING INC 2913 WEDGEWOOD	Single Family Home - New	\$253,174.40	LIST CONTRACTING INC 222 CAPITAL ST YANKTON, SD 57078	\$568.00
04/01/2022	BLDG-22-0057	LIST CONTRACTING INC 2915 WEDGEWOOD	Single Family Home - New	\$197,525.00	LIST CONTRACTING INC 222 CAPITAL ST YANKTON, SD 57078	\$568.00
04/05/2022	BLDG-22-0058	Vision Real Estate Services 2822 MARY ST	Roofing	\$8,000.00	MART BROTHERS CONSTRUCTION 623 SHARPE VERMILLION, SD 57069	\$20.00
04/05/2022	BLDG-22-0059	Konrad, Evan 804 PINE ST	Single Family Home - Accessory Structure, Shed	\$3,000.00	Konrad, Evan 804 Pine St YANKTON, SD 57078	\$36.50
04/05/2022	BLDG-22-0060	BAUMAN, KEITH A 1301 GREEN ST	Single Family Home - Deck Addition	\$4,000.00	BAUMAN, KEITH A 1301 GREEN ST YANKTON, SD 57078	\$40.50
04/06/2022	BLDG-22-0061	Focken, Erik 2200 DOUGLAS AVE #55	Roofing	\$8,100.00	H & H Roofing 1600 Whiting Drive YANKTON, SD 57078	\$20.00
04/06/2022	BLDG-22-0062	KUCA, ELIZABETH J 1505 DOUGLAS AVE	Roofing	\$7,400.00	H & H Roofing 1600 Whiting Drive YANKTON, SD 57078	\$20.00
	BLDG-22-0063	VOID				
04/06/2022	BLDG-22-0064	HALVORSON, TERRY 1107 EAST 39 ST	Extra Territorial Jurisdiction- Accessory Structure	\$120,000.00	James Steel 3608 East Hwy 50 YANKTON, SD 57078	\$25.00
04/06/2022	BLDG-22-0065	GERSTNER, RUDY A TRUST 1606 BROADWAY AVE	Commercial - Roofing	\$27,300.00	H & H Roofing 1600 Whiting Drive YANKTON, SD 57078	\$135.00
04/06/2022	BLDG-22-0066	GERSTNER, RUDY A TRUST 308 WEST 15 ST	Commercial - Roofing	\$3,500.00	H & H Roofing 1600 Whiting Drive YANKTON, SD 57078	\$40.50
04/06/2022	BLDG-22-0067	BECKER ENTERPRISES LLC 1006 BROADWAY AVE	Roofing	\$9,300.00	H & H Roofing 1600 Whiting Drive YANKTON, SD 57078	\$20.00
04/06/2022	BLDG-22-0068	CARDA, BRIAN R 2804 LAKEVIEW DR	Roofing	\$11,785.00	H & H Roofing 1600 Whiting Drive YANKTON, SD 57078	\$20.00
04/08/2022	BLDG-22-0069	HEINE, RONALD B REVOCABLE TR 617 APPLEWOOD DR	Single Family Home - Deck Addition	\$32,000.00	Rothluebber Construction P.O. Box 105 Fordyce, NE 68736	\$149.00

04/08/2022	BLDG-22-0070	STOTZ, LINDSAY 1605 PEARL ST	Siding	\$5,500.00	STOTZ, LINDSAY 1605 PEARL ST YANKTON, SD 57078	\$20.00
04/08/2022	BLDG-22-0071	ANDERSONVILLE LLC 108 W 31	Commercial - New	\$400,000.00	Dan Johanneson 224 Deerfield Drive YANKTON, SD 57078	\$787.00
04/11/2022	BLDG-22-0072	Fisher, Meredith 3015 FRANCIS ST	Single Family Home - Deck Replacement	\$15,000.00	LUKEN CONSTRUCTION LLC 605 DOUGLAS AVE YANKTON, SD 57078	\$84.50
04/11/2022	BLDG-22-0073	FIRST DAKOTA NATIONAL BANK 1520 SUMMIT ST	Demolition	\$0.00	Slowey Construction, Inc. P.O. Box 113 Yankton, SD 57078	\$20.00
04/11/2022	BLDG-22-0074	KIRBY HOFER CONST CO INC 2814 WOODBINE AVE	Single Family Home - New	\$295,237.20	KIRBY HOFER CONST CO INC 30992 430 AVE TABOR, SD 57063	\$631.00
04/12/2022	BLDG-22-0075	MENG, COREY 1801 BURLEIGH ST	Windows	\$2,000.00	NESJE, BLAKE 29862 432nd Ave. LESTERVILLE, SD 57040	\$20.00
04/13/2022	BLDG-22-0076	KUEHLER, RICHARD J 703 EAST 21 ST	Windows	\$7,600.70	The Window Shop Inc. 124 S. Main Street MITCHELL, SD 57301	\$20.00
04/14/2022	BLDG-22-0077	SHELBURG, HEIDI A 1309 NATIONAL ST	Single Family Home - Accessory Structure	\$1,400.00	SHELBURG, HEIDI A 1309 NATIONAL ST YANKTON, SD 57078	\$28.50
04/15/2022	BLDG-22-0078	DOOLITTLE, KELLY J 2701 ARLINGTON AVE	Single Family Home - Alteration/Repair	\$38,000.00	K CONSTRUCTION LLC PO BOX 519 YANKTON, SD 57078	\$170.00
04/15/2022	BLDG-22-0079	Fisher, Meredith 3015 FRANCIS ST	Windows	\$5,700.00	Your Home Improvement 23823 67TH AVENUE SAINT CLOUD, MN 56301	\$20.00
04/18/2022	BLDG-22-0080	YANKTON DVLPMNT ENTRPRISES LLC 2512 TREVOR AVE	Single Family Home - New	\$112,760.40	Nielson Construction 27297 WETLAND RD HARRISBURG, SD 57032	\$356.50
04/18/2022	BLDG-22-0081	YANKTON DVLPMNT ENTRPRISES LLC 2517 TREVOR AVE	Single Family Home - New	\$118,910.40	Nielson Construction 27297 WETLAND RD HARRISBURG, SD 57032	\$365.50
04/18/2022	BLDG-22-0082	YANKTON DVLPMNT ENTRPRISES LLC 2513 TREVOR AVE	Single Family Home - New	\$118,597.60	Nielson Construction 27297 WETLAND RD HARRISBURG, SD 57032	\$365.50
04/18/2022	BLDG-22-0083	YANKTON DVLPMNT ENTRPRISES LLC 2515 TREVOR AVE	Single Family Home - New	\$118,949.20	Nielson Construction 27297 WETLAND RD HARRISBURG, SD 57032	\$365.50
04/18/2022	BLDG-22-0084	BJERGAARD, JENNIFER K 301 JAMES PL	Single Family Home - Deck Replacement	\$480.00	QUALITY HOME IMPROVEMENTS LLC. 2200 DOUGLAS #57 YANKTON, SD 57078	\$10.00
	BLDG-22-0085	VOID				
04/19/2022	BLDG-22-0086	DEJEAN, ANTHONY W 803 WEST 12 ST	Egress Window	\$2,000.00	Walsh Construction 1107 East 19th Street YANKTON, SD 57078	\$20.00

04/19/2022	BLDG-22-0087	HORA, ROGER (LE) 211 WEST 15 ST	Egress Window	\$2,000.00	Walsh Construction 1107 East 19th Street YANKTON, SD 57078	\$20.00
04/20/2022	BLDG-22-0088	MOORE, GARRY A 635 AUGUSTA CIR	Single Family Home - Porch Addition	\$34,500.00	MOORE, GARRY A 635 AUGUSTA CIR YANKTON, SD 57078	\$159.50
04/21/2022	BLDG-22-0089	JW TRAMP CONSTRUCTION INC 1906 West Street	Single Family Home - New	\$240,296.00	JW TRAMP CONSTRUCTION INC 2400 BURLEIGH ST YANKTON, SD 57078	\$548.50
04/25/2022	BLDG-22-0090	TRAMP, RANDY A 318 EAST 6 ST	Roofing/Siding	\$6,000.00	Kidney, John 112 wye lane Yankton, SD 57078	\$20.00
04/25/2022	BLDG-22-0091	NOVOTNY, ROBERT 411 Mulberry	Windows	\$5,000.00	Bristol Windows inc 4840 Doris Blair Circle LINCOLN, NE 68504	\$20.00
04/25/2022	BLDG-22-0092	HEGGE, ROBERT GENE 805 LOCUST ST	Windows	\$6,500.00	Bristol Windows inc 4840 Doris Blair Circle LINCOLN, NE 68504	\$20.00
04/26/2022	BLDG-22-0093	MAGGIED, LEON TRUST 300 EAST 25 ST	Windows	\$800.00	EVANS, LUKE ROBERT 600 EAST 18 ST YANKTON, SD 57078	\$20.00
04/26/2022	BLDG-22-0094	CRANDALL, TERRENCE L 809 EAST 19 ST	Single Family Home - Alteration/Repair	\$3,000.00	HARRIS, BENJAMIN 618 WEST 3 ST YANKTON, SD 57078	\$36.50
04/26/2022	BLDG-22-0095	LAFRENTZ, JOHN DAVID 716 DOUGLAS AVE	Siding	\$5,000.00	LAFRENTZ, JOHN DAVID 716 DOUGLAS AVE YANKTON, SD 57078	\$20.00
04/27/2022	BLDG-22-0096	CJS PROPERTIES LLC 1220 PEARL ST	Roofing	\$3,100.00	G & G Handyman 602 Burgess YANKTON, SD 57078	\$20.00
04/27/2022	BLDG-22-0097	KUDERA, STEVEN JAMES 905 EAST 17 ST	Single Family Home - Porch Addition	\$100,000.00	K CONSTRUCTION LLC PO BOX 519 YANKTON, SD 57078	\$337.00

April 2022 Total Valuation: \$2,333,415.90

Total Fees: \$6,168.00

April 2021 Total Valuation: \$1,243,668.40

2022 to Date Valuation: \$6,997,451.70

2021 to Date Valuation: \$4,284,653.06

Salaries by Department: April 2022

ADMINISTRATION	\$79,286.45
FINANCE	\$54,442.08
COMMUNITY DEVELOPMENT	\$42,444.82
POLICE/DISPATCH	\$269,911.98
FIRE	\$24,087.41
ENGINEERING / SR. CITIZENS	\$59,555.27
STREETS	\$75,518.96
SNOW & ICE	\$0.00
TRAFFIC CONTROL	\$6,605.83
LIBRARY	\$52,001.79
PARKS / SAC	\$111,892.15
HUETHER AQUATIC CENTER	\$0.00
MARNE CREEK	\$7,997.07
WATER	\$61,939.37
WASTEWATER	\$66,484.71
CEMETERY	\$6,891.99
SOLID WASTE	\$32,545.27
LANDFILL / RECYCLE	\$36,825.94
CENTRAL GARAGE	\$12,480.53

Personnel Changes

New Hires

Recreation Dept - Lifeguard: Aubrey Herbolsheimer \$13 hr; Jackson Slowey \$13 hr. Aerobics Instr; Barb Law \$14 hr. Parks Dept – Grounds Maintenance: Rockie Wampol \$22 hr; John Gleich \$22 hr; Jay Walsh \$1,543.38 bi-weekly; Brandon Pavel \$1,543.38 bi-weekly. Communications Dept – Dispatcher: Kelly Skrzypek \$1,620.30 bi-weekly. Police Dept – Police Officer: Kyler Pekarek \$26.36 hr; Crossing Guard: Madeline Hauser \$10 hr.

Wage Changes

Recreation Dept – WSI/WSI Instr: Dawn Bergeson \$12/\$20 to \$13/\$25 hr. Library – Library Asst: Tahlia Reynolds \$1,450.19 to \$1,468.46 bi-weekly. Police Dept – Police Officer: Dillon Bollinger \$2,007.30 to \$2,060.69 bi-weekly; Jon Todd \$2,007.30 to \$2,060.69 bi-weekly; Marcus Urban \$2,007.30 to \$2,060.69 bi-weekly.

Position Changes

Jordan Groves, Sanitation Truck Driver to Grounds Maintenance in Parks, \$1,601.30 to \$1,602.46 bi-weekly.

April 2022	
YPD	
Calls For Service	
911 HANG UP	5
911 OPEN	1
ALARM	15
ALCOHOL	5
AMBULANCE	24
ANIMAL	45
ASSAULT	5
ASSIST	2
BANK ALARM	2
BOND VIOLATION	1
BURGLARY BUSINESS	3
BURGLARY RESIDENTIAL	8
CHILD ABUSE	2
CHILD CUSTODY	5
CIVIL DISPUTE	19
DEATH	1
DISORDERLY CONDUCT	17
DOMESTIC VIOLENCE	16
DRIVING COMPLAINT	18
DRIVING COMPLAINT 911	10
DRUG	22
ELDER ABUSE	1
ESCORT	3
EVENT STANDBY	1
EX PATRL	8
FAMILY OFFENSE	6
FIGHT	6
FIRE ALL CALL	3
FIRE DRILL	5
FOREIGN AID	19
FRAUD	16
HARASS	22
HAZMAT	8
HIT&RUN	12
INFORMATION	28
INSPECT	1
JUV	21
LITTER	4
LOCK DOWN DRILL	2
LOST & FOUND	5
MENTAL ILLNESS	21
MISSING PERSON	3
MOTOR ASSIST	15
NOISE COMPLAINT	13
OPN DOOR	4
PARKING	23
PAROLE/PROBATION	6
PROPERTY	4
PROTECTION ORDER	3
PUBLIC INTOX	1
PURSUIT	2
REQUEST	1
RUNAWAY	1
SAFETY TALK	5
SEX CRIME	6
SIG 2	24
SIGNAL 1 INJURY	4
SUICIDE	8
SUSP ACTIVITY	19
SUSPICIOUS PERSON/VEHICLE	50
THEFT	31
THREAT	4
TRAFFIC CONTROL	6
TRAFFIC HAZARD	1
TRAFFIC STOP	206
TRESPASS	17
TRUANCY	5
VANDALISM	10
VEHICLE/ROAD COMPLAINT	11
WARRANT	4
WEAPONS	8
WELFARE CHECK	45
Total	958

Adult Arrest
Individuals Arrested: 66
Of Charges: 100

Juvenile Arrest
Individuals Arrested: 2
Of Charges: 2

Total Citations: 136

April 2022
 YPD
 Activity Report

	GENERAL SUMMARY			
	THIS MONTH		Year To Date	
	This Year	Last Year	This Year	Last Year
POLICE INCIDENTS	958	1006	3497	3862
SHERIFF INCIDENTS	194	151	643	590
AMBULANCE CALLS (YPD)	24	25	87	82
FIRE / HAZMAT CALLS	11	3	32	20
FOREIGN AID CALLS	19	13	61	72
ALARMS	15	11	50	44
ANIMAL CALLS / COMPLAINTS	45	32	186	143
ANIMALS CLAIMED OR IMPOUNDED (HHS)	8	9	36	48
ANIMALS DISPOSED	0	0	0	0

	ACCIDENT SUMMARY			
	THIS MONTH		Year To Date	
	This Year	Last Year	This Year	Last Year
STATE REPORTABLE	18	12	70	59
NON REPORTABLE AND HIT & RUN	22	19	81	101
SIGNAL 1 INJURY	4	1	13	14
# PERSONS INJURED	1	0	10	10
FATALITIES	0	0	0	0
PEDESTRIAN ACCIDENT	0	0	0	2

April 2022

YPD

Citations

			THIS MONTH		YEAR TO DATE	
	This Month Juv / Adult		Total This Year	Total Last Year	Total This Year	Total Last Year
SUSPENDED, EXPIRED OR UNLICENSED DRIVER		20	20	15	87	66
CARELESS DRIVING			0	1	4	4
EXHIBITION DRIVING		1	1	1	5	7
SPEEDING	1	18	19	23	97	110
STOP SIGN, RED LIGHT VIOLATION	2	7	9	6	19	17
ANIMALS AT LARGE		1	1	0	1	0
MAINTENANCE OF FINANCIAL RESPONSIBILITY		8	8	13	42	35
OPEN CONTAINER		1	1	4	15	4
CONSUMPTION UNDERAGE (18-20 yoa)		12	12	1	13	5
LIQUOR VIOLATIONS / FURNISHING ALCOHOL TO A MINOR		2	2	0	4	5
MISDEAMEANOR DRUG VIOLATIONS (POSS. OF DRUG PARAPH)	2	16	18	20	85	72
TOBACCO VIOLATIONS	5	3	8	9	25	33
PETTY THEFT UNDER \$400		3	3	1	20	11
INTENTIONAL DAMAGE TO PROPERTY			0	0	1	1
OTHER VIOLATIONS	2	17	19	22	98	84
TOTAL TRAFFIC CITATIONS	12	109	121	116	516	454

April 2022
 YPD
 Adult Arrest

	THIS MONTH		YEAR TO DATE	
	This Year	Last Year	This Year	Last Year
MURDER	0	0	0	0
RAPE	0	0	0	0
ROBBERY	0	0	0	0
DUI	17	9	55	43
DRIVING UNDER REVOCATION	4	7	12	20
BURGLARY	0	0	1	0
ASSAULT AGGRAVATED	1	0	2	4
ASSAULT SIMPLE	2	0	7	7
CRIMES AGAINST FAMILY / DOMESTIC VIOLENCE	8	9	19	23
DISORDERLY CONDUCT	0	0	2	2
SEXUAL CONTACT/SEX OFFENSES	0	0	0	0
THEFT PETTY	0	3	6	11
THEFT GRAND	1	3	4	3
THEFT AUTO	0	0	0	2
FORGERY & COUNTERFEITING	0	0	3	0
FRAUD	0	0	0	0
EMBEZZLEMENT	0	0	0	0
INTENTIONAL DAMAGE	1	0	4	2
NARCOTIC DRUG CHARGES	19	11	70	63
LIQUOR ARRESTS	0	0	2	2
WEAPONS VIOLATION	0	0	4	3
WARRANTS	16	28	71	101
PROTECTIVE CUSTODY	0	0	0	0
ALL OTHER OFFENSES	26	26	144	95
TOTAL ARRESTS	95	96	406	381

April 2022
YPD
Juvenile Arrests

	THIS MONTH		YEAR TO DATE	
	This Year	Last Year	This Year	Last Year
CURFEW	1	0	4	2
RUNAWAY	1	1	2	5
MIC	11	1	12	5
MURDER	0	0	0	0
RAPE	0	0	0	0
ROBBERY	0	0	0	0
BURGLARY	0	0	0	0
ASSAULT AGGRAVATED	0	0	0	1
ASSAULT SIMPLE	0	0	1	0
CRIMES AGAINST FAMILY/ DOMESTIC VIOLENCE	0	0	0	0
DISORDERLY CONDUCT DISTURBANCE OF SCHOOL	3	0	15	1
SEXUAL CONTACT / SEX OFFENSES	0	0	0	0
THEFT PETTY	0	0	0	0
THEFT GRAND	0	0	0	0
THEFT AUTO	0	0	0	0
FORGERY & COUNTERFEITING	0	0	0	0
FRAUD	0	0	0	0
EMBEZZLEMENT	0	0	0	0
INTENTIONAL DAMAGE	0	0	0	0
NARCOTIC DRUG CHARGES	6	0	6	0
LIQUOR ARRESTS	0	0	0	0
DUI	0	0	1	0
WEAPONS VIOLATIONS	0	0	0	0
ALL OTHER OFFENSES	0	1	0	2
TOTAL ARRESTS	22	3	41	16

NOTICE OF HEARING UPON APPLICATION
FOR SALE OF ALCOHOLIC BEVERAGES

NOTICE IS HEREBY GIVEN that an application has been received by the Board of City Commissioners of the City of Yankton, South Dakota, for a transfer of ownership of a Retail (on-off-sale) Wine & Cider for January 1, 2022 to December 31, 2022, from TST, Inc. d/b/a Phinneys Pub & Casino (John Tuttle, President), to Phinney's, LLC., d/b/a Phinney's Pub & Casino (Deb Palmer, President), 2101 Broadway Tenancy Location 40 & 50, Yankton, S.D.

NOTICE IS FURTHER GIVEN that a Public Hearing upon the application will be held on Monday, May 23, 2022 at 7:00 p.m. in the City of Yankton Community Meeting Room at the Career Manufacturing Technical Education Academy, 1200 West 21st Street, Yankton, South Dakota, where any person or persons interested in the approval or rejection of the above application may appear and be heard.

Dated at Yankton, South Dakota,
this 9th day of May, 2022.



Al Viereck
FINANCE OFFICER

____ Voice vote

NOTICE OF HEARING UPON APPLICATION
FOR SALE OF ALCOHOLIC BEVERAGES

NOTICE IS HEREBY GIVEN that an application has been received by the Board of City Commissioners of the City of Yankton, South Dakota, for a transfer of ownership of a Retail (on-off-sale) Malt Beverage & SD Farm Wine for July 1, 2022, to June 30, 2023, from TST, Inc. d/b/a Phinneys Pub & Casino (John Tuttle, President), to Phinney's, LLC., d/b/a Phinney's Pub & Casino (Deb Palmer, President), 2101 Broadway Tenancy Location 40 & 50, Yankton, S.D.

NOTICE IS FURTHER GIVEN that a Public Hearing upon the application will be held on Monday, May 23, 2022 at 7:00 p.m. in the City of Yankton Community Meeting Room at the Career Manufacturing Technical Education Academy, 1200 West 21st Street, Yankton, South Dakota, where any person or persons interested in the approval or rejection of the above application may appear and be heard.

Dated at Yankton, South Dakota,
this 9th day of May, 2022.



Al Viereck
FINANCE OFFICER

____ Voice vote

NOTICE OF HEARING UPON APPLICATION
FOR SALE OF ALCOHOLIC BEVERAGES

NOTICE IS HEREBY GIVEN that an application has been received by the Board of City Commissioners of the City of Yankton, South Dakota, for a Special Events Retail (on-sale) Liquor License for 1 day, June 4, 2022, from Stripes, Inc d/b/a Mojo's 3rd Street, 106 E 3rd St, Yankton, SD at The Meridian Venue, 101 E. 3rd Street, Yankton, SD.

NOTICE IS FURTHER GIVEN that a Public Hearing upon the application will be held on Monday, May 23, 2022 at 7:00 p.m. in the City of Yankton Community Meeting Room at the Career Manufacturing Technical Education Academy, 1200 West 21st Street, Yankton, South Dakota, where any person or persons interested in the approval or rejection of the above application may appear and be heard.

Dated at Yankton, South Dakota
this 3rd day of May, 2022.



Al Viereck
FINANCE OFFICER

____ Voice vote

OATH OF OFFICE

STATE OF SOUTH DAKOTA)

)

COUNTY OF YANKTON)

I, Jerry L. Webber, having been duly elected to the office of Commissioner of the City of Yankton, South Dakota, do hereby swear that I will support the Constitution of the State of South Dakota, and faithfully discharge the duties of my office as City Commissioner.

Jerry L. Webber

*Subscribed and sworn
to before me this 9th
day of May, 2022*

*Al Viereck
Finance Officer
City of Yankton*

OATH OF OFFICE

STATE OF SOUTH DAKOTA)

)

COUNTY OF YANKTON)

I, Mason Schramm, having been duly elected to the office of Commissioner of the City of Yankton, South Dakota, do hereby swear that I will support the Constitution of the State of South Dakota, and faithfully discharge the duties of my office as City Commissioner.

Mason Schramm

*Subscribed and sworn
to before me this 9th
day of May, 2022*

*Al Viereck
Finance Officer
City of Yankton*

OATH OF OFFICE

STATE OF SOUTH DAKOTA)

)

COUNTY OF YANKTON)

I, Amy Miner, having been duly elected to the office of Commissioner of the City of Yankton, South Dakota, do hereby swear that I will support the Constitution of the State of South Dakota, and faithfully discharge the duties of my office as City Commissioner.

Amy Miner

*Subscribed and sworn
to before me this 9th
day of May, 2022*

*Al Viereck,
Finance Officer
City of Yankton*

MEMORANDUM 22-73

To: City Manager
From: Finance Officer
Date: April 22, 2022
Subject: Renewal of Malt Beverage Licenses for the 2022-2023 Licensing period.

We have received the following applications for the renewal of Malt Beverage & SD Farm Wine Licenses for July 1, 2022 through June 30, 2023 licensing period.

RETAIL (ON-OFF SALE) MALT BEVERAGE & SD FARM WINE:

Angelas La Mexicana, LLC dba Angelas La Mexicana, 401 Picotte St.
Backspace Brewing Co., LLC dba Backspace Brewing Co., 200 Walnut St., Suite 103
Hanten, Inc. dba Ben's Brewing Company, 222 W. 3rd St.
Hanten, Inc. dba Ben's Brewing Company, 719 Walnut St.
IHAH, LLC dba Big River Burrito Company, 100 Douglas Ave.
Boomers, Inc. dba Boomers Lounge, 100 E. 3rd St.
B RAD, LLC dba Bro Burger Bar, 304 W. 3rd St.
Casey's Retail Company dba Casey's General Store #2268, 1000 Broadway
Casey's Retail Company dba Casey's General Store #2260, 608 E. 8th St.
Casey's Retail Company dba Casey's General Store #3855, 2300 Broadway
Isreal Montalvo dba Chaparros Tacos, 100 E. 4th St.
Chuck Stop, LLC dba Charlie's Pizza, 804 Summit St.
Hayes Enterprises, LLC dba Cheers-Pizza Plus, 310 Walnut St.
Chuck Stop, LLC dba Chuck Stop, 800 Summit St.
Lady Bird, Inc. dba The Cockatoo Bar & Zebra Club, 100 E. 3rd St.
Cork 'N Bottle, Inc. dba Cork 'N Bottle, 1500 Broadway
Czeckers, Inc. dba Czeckers, Inc., 407 Walnut St.
Diggers Inc. dba Diggers Casino, 2020 Elm St. #7
East Eight, LLC dba Econo Lodge, 611 W. 23rd St.
El Tapatio Family Mexican Restaurant, Inc. dba El Tapatio Family Mexican Restaurant, 2502 Fox Run Parkway
GL Management, LLC dba Fox Run Golf Course, 600 W. 27th St.
The Fox Stop, Inc. dba The Fox Stop, 1316 W. 30th St.
Diggers, Inc. dba Goldrush, 2020 Elm St. Suite 7B
Allison A. Gullikson dba Happy Hourz, 311 Douglas Ave.
SYMS, LLC dba Holiday Inn Express Hotel & Suites, 2607 Broadway
Hy-Vee Inc. dba Hy-Vee Gas, 2110 Broadway
TC Corner, LLC dba JR's Oasis, 2404 E. Hwy 50
JoDean Corp. dba JoDean Corp., 2809 Broadway
King Buffet Mongolian Grill Restaurant, Inc. dba King Buffet Mongolian Grill, 3013 N. Broadway, Suite 5
SAN JOSE, INC. dba Mexico Viejo, 1809 Broadway
WR Capital I, LLC dba Minerva's Grill & Bar, 1607 E. Hwy 50, Suite A
Mint Yankton, LLC dba Mint Yankton, LLC, 318 Douglas
South Dakota Publishing, LLC dba Muddy Mo's Coffee House, 233 Broadway
P & P Lottery Enterprises, LLC dba P & P Lottery Enterprises, LLC, 3010 Broadway, Room 2
P & P Lottery Enterprises, LLC dba P & P Lottery Enterprises, LLC, 3010 Broadway, Room 3

P & P Lottery Enterprises, LLC, dba P & P Lottery Enterprises, LLC, 3010 Broadway, Room 4
P & P Lottery Enterprises, LLC dba Pin-ups Casino & Gaming Lounge #5, 3010 Broadway, Room 5
Annis Properties, Inc. dba Patriot Express, 2217 Broadway
Annis Properties, Inc. dba Patriot Express 02, 100 E. 4th St., Suite A

RETAIL (ON-OFF SALE) MALT BEVERAGE & SD FARM WINE:

TST, Inc. dba Phinney's Pub & Casino, Yankton Mall
Annis Properties, Inc. dba Prairie Pumper, 909 Broadway
Pump-N-Stuff Yankton, Inc. dba Pump-N-Stuff, 215 W. 2nd St.
Pump-N-Stuff Yankton, Inc. dba Pump-N-Stuff, 215 W. 2nd St., Suite 2
Pure Ice Partners, LLC dba Pure Ice Company, 101 Capital St.
Zaccon, Inc. dba Roadrunner Convenience Mart, 300 W. 23rd St.
Zaccon, Inc. dba Roadrunner Convenience Mart, 300 W. 23rd St., Suite 2
Kathy J. Shelburg dba Shelburg Concessions, Sertoma Park, 15th & Ferdig St.
SHREE, LLC dba SHREE, 821 Broadway, Suite 3
Diggers Inc. dba Smokey Hollow, 2020 Elm St., Suite 7A
Morgen, LLC dba South Point, 1101 Broadway, Suite 107A
Morgen, LLC dba South Point, 1101 Broadway, Suite 109
Morgen, LLC dba South Point Gaming Lounge, 1101 Broadway, Suite 111A
Morgen, LLC dba South Point Gaming Lounge, 1101 Broadway, Suite 111C
Five Futures, LLC dba The Boat House, 301 E. 3rd St.
Flusswerks, LLC dba The Landing, 104 Capital St.
Tokyo Japanese Cuisine of Yankton, Inc. dba Tokyo Japanese Cuisine of Yankton, Inc., 2007
Broadway, Suite J
Yankton Convenience, Inc. dba Total Stop Convenience Store #6112, 700 E. 4th St.
Gerstner Oil Company, Inc. dba Triple Time Rudy's, 1606 Broadway
Dave Tunge dba Mule Train, 901 Broadway, Suite A
Dave Tunge dba Kankota's, 901 Broadway, Suite C
Dave Tunge dba Sportsman's, 901 Broadway, Suite B
Upper Deck, Inc. dba Upper Deck, 311-315 Broadway
Walgreen Co. dba Walgreens #09806, 2020 Broadway
Walnut Tavern, Inc. dba Walnut Tavern, 100 W. 3rd St.
WILLA B's, LLC dba WILLA B's, LLC, 114 Douglas Ave., Suite 2
Yankton Missouri River Kampground, LLC dba Yankton Missouri River KOA, 807 Bill Baggs Rd.
Yankton Morning Optimist, Inc. dba Yankton Morning Optimist, Inc., Riverside Park, 200 Levee St.

The above applications are in compliance with City Code of Ordinances, as checked by the Department of Finance.

A police check has been done on all the above applicants by the Yankton Police Department.

The applicants are in compliance with all Building and Fire Codes.



Al Viereck
Finance Officer

Memorandum #22-85

To: Amy Leon, City Manager
 From: Dave Mingo, AICP Community Development Director
 Subject: Offer to Purchase Eight Acres of Property NW of the Intersection of Broadway Avenue and 31st Street.
 Date: May 3, 2022

Attached is an offer to purchase approximately eight acres of city-owned property NW of the Intersection of Broadway Avenue and 31st Street. The offer, which would transfer through Yankton Thrive if approved, is from Dr. Kyle Kenfield, Paradigm Technologies, Inc. The offer is for the incented price of \$25,000 per acre (\$200,000). Paradigm Technologies Inc. is a high tech, light manufacturer and retailer of custom sporting arms. Yankton is fortunate that Dr. Kenfield chose South Dakota, and more specifically Yankton to relocate and expand his business. He was previously from the state of Washington.

If the land sale is approved, Dr. Kenfield plans to construct a 40,000 + square foot building that would be home to his business. His projected initial facility investment of \$4.2 - \$5 million would be situated on the northwest corner of one of Yankton's most prominent intersections. The aesthetics of the structure and other property improvements would be subject to a thorough review and approval process, as defined in the agreement and covenants, to ensure the development fits with the community's vision for improvements at the site.

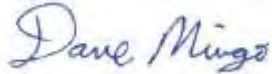
The size of the site is purposely larger than what is necessary for the initial facility being planned. Dr. Kenfield envisions the project including multiple future phases of construction to the north of the first structure. The automated, high tech processes have the potential to rapidly expand, not only in the world of firearms production but also into other products.

You may remember that the City Commission previously approved an engineering contract for subdivision design, and the submittal of an application for Local Infrastructure Improvement Program grant funds. The public infrastructure project costs associated with development of the area are ideally suited for consideration of creating a Tax Increment District (TID) as a source of project specific revenue. This development is different than many the city considers because the city is serving as the landowner / developer and is also a permanent landowner adjacent to the new infrastructure being planned. We will continue to work through the creation of the final financial package. We anticipate the local match and non-grant eligible expenses will be funded through the Capital Improvement Plan budget and TID proceeds. Since a substantial amount of the property in the development is non-taxable (the Soccer Park) it is also recommended that the proceeds from the land sale be used for infrastructure development costs.

_____ Roll Call (requires super majority for approval)

SDCL provides for the transfer of land for the purposes of economic development from a city to a local development corporation. Yankton Thrive has assisted us with these types of transfers in the past. The agreement includes the standard claw-back provision if development of the initial phase, or future phases do not occur. The eventual process will include a mirror-image document between Yankton Thrive and Paradigm Technologies, Inc.. City ordinance requires a vote of two-thirds of the City Commission to approve a land sale of this nature.

Respectfully submitted,

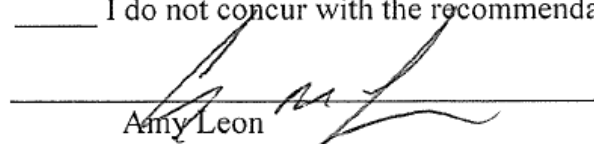


Dave Mingo, AICP
Community Development Director

Recommendation: It is recommended that the City Commission approve Resolution #22-17 agreeing to the transfer of the described property and authorizing the City Manager to execute all associated documents. It is further recommended that the proceeds from the land sale be dedicated to the cost of public infrastructure needed in the development.

I concur with the recommendation.

I do not concur with the recommendation.



Amy Leon
City Manager

_____ Roll Call (requires super majority for approval)

RESOLUTION #22-17

WHEREAS, the City of Yankton owns an approximate eight (8) acre parcel northwest of the Intersection of Broadway Avenue and 31st Street., and

WHEREAS, Dr. Kyle Kenfield, Paradigm Technologies, Inc. has offered \$200,000 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 Dr. Kyle Kenfield, Paradigm Technologies, Inc, and

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

The South Six Hundred Twenty-Two Feet (S 622’) of the East Five Hundred Sixty Feet (E 560’) of Tract 1, Lot A, in the Southeast Quarter (SE 1/4) of Section Thirty-Six (36), Township Ninety-Four North (94N), Range Fifty-Six West (56W) of the 5th P.M., City and County of Yankton, South Dakota, measuring approximately eight (8) acres, more or less (“the Property”). To be plated and named.

Adopted:

Mayor

ATTEST:

Al Viereck, Finance Officer



City of Yankton

Proposed Land Sale Location Map

Approximately 8 Acres to be platted as part of the subdivision engineering process

REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT, made and entered into as of the 9th day of May, 2022 by and between Yankton Thrive, Inc., a South Dakota nonprofit development corporation (“Buyer”), and the City of Yankton, a South Dakota municipal corporation (“Seller”).

WITNESSETH:

WHEREAS, Seller is currently the owner of approximately 348,480 square feet of real property located in Yankton, South Dakota described as:

The South Six Hundred Twenty-Two Feet (S 622’) of the East Five Hundred Sixty Feet (E 560’) of Tract 1, Lot A, in the Southeast Quarter (SE ¼) of Section Thirty-Six (36), Township Ninety-Four North (94N), Range Fifty-Six West (56W) of the 5th P.M., City and County of Yankton, South Dakota, measuring approximately eight (8) acres, more or less (“the Property”). 8 acre lot to be platted and named.

WHEREAS, Seller desires to sell and transfer the Property to Buyer, and Buyer desires to purchase the Property from Seller so that the Property may be used for development purposes.

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

1. **Conveyance.** Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase from Seller, the Property, in fee simple, free and clear of all encumbrances except easements, covenants, and restrictions of record as of the date hereof, by good and sufficient warranty deed. Specifically, Buyer acknowledges that the Property is subject to the Covenants attached hereto as Exhibit A, as well any other covenants of record.
2. **Personal Property.** No personal property is included in the sale contemplated by this Agreement.
3. **Purchase Price.** In consideration of the conveyance of the Property by Seller, Buyer agrees to pay to the Seller Two Hundred Thousand Dollars (\$200,000.00). If a survey reveals that the actual area to be purchased is greater or less than the approximately eight (8) acres so calculated, the purchase price shall **NOT** be subject to change. The purchase price shall be paid at closing.

4. ***Real Estate Taxes.*** Due to the City's exempt status, no real property taxes must be paid or prorated through the date of closing. All real property taxes assessed for 2022 (payable in 2023) on and after the date of closing shall be paid by Buyer or its successors in interest as the same become due. The Property is planned to be part of a Tax Increment District. The Buyer and its third-party developer shall consent to the formation of the District and agrees to cooperate with the City of Yankton in the formation of the District, and agrees to waive the property tax discretionary formula.

5. ***As-Is.*** Buyer acknowledges that the Property is currently an unimproved vacant lot. Buyer has had an opportunity to inspect the Property and agrees to purchase the Property in its “as-is” condition with no representations or warranties as to the condition of the Property from Seller. Buyer’s third-party purchaser shall be responsible for all expenses necessary to bring utility services to the Property, if any, except as follows:

The city shall be responsible for the installation of sidewalk, sewer main, water main (the area is in B-Y Water Service Territory so B-Y may choose to serve or the City will coordinate an agreement as needed for water service), and storm sewer infrastructure in the right of way of the future north - south street to be installed along the west side of the parcel. The City agrees to provide a private sewer line stub-out to the Property at the sewer line’s lowest location along such new north-south street. The City further agrees to make reasonable efforts to work with the Buyer’s end-purchaser developer to stub out a private water service line in a size and at a location deemed suitable to such developer at the time of installation by the City. The size of the private water line stub may not exceed the size of the water main pipe, presently estimated to be six inches (6”). The Buyer agrees to contractually obligate its end-purchaser developer to install sidewalk along the east side of the parcel in the Broadway Avenue right of way as a condition of development and construction upon the Property. As with all development in the city, the Buyer’s end purchaser developer is responsible for the installation of all private water and sewer service lines connecting to the stubs installed by the City.

6. ***Conditions Precedent.*** Closing is contingent upon the following events:

- (a) ***Closing.*** Closing shall occur as soon as possible and ideally prior to or on June 30, 2022. However, if the closing agent cannot close this transaction on or before June 30, 2022, then the parties may extend the closing only if they both agree to do so in writing.

- (b) *Sale to Third Party.* Buyer has represented that it intends to resell to a developer to develop the Property in accordance with paragraph 10 below. This Agreement shall be contingent upon the Buyer entering into a Purchase Agreement with a third-party purchaser for the Property and the successful closing of such Agreement contemporaneously with this Agreement. Failure of this condition shall result in the termination of this Agreement.

- (c) *Title Insurance.* Prior to closing, Seller shall deliver to Buyer evidence of title in the form of a current commitment for an Owner's Policy of Title Insurance (the "Title Commitment") setting forth the state of title to the Real Property, the cost of which will be divided equally between Buyer and Seller. Buyer shall give Seller written notice of Buyer's receipt of the Title Commitment of any objections to the condition of the title as reflected by the Title Commitment. If Seller fails to resolve all objections within 14 days following Seller's receipt of the objection, Buyer shall have the option to terminate this agreement.

7. ***Warranties of Seller.*** Seller covenants, warrants and represents as follows:

- (a) At the time of closing, Seller shall be the owner of all right, title and interest in and to the Property and shall have the legal right and ability to transfer and convey all such right, title and interest in and to the Property; and

- (b) Seller shall, at closing, convey the Property to Buyer in fee simple as by good and sufficient Warranty Deed, free and clear of all encumbrances except easements, covenants, and restrictions of record.

8. ***Possession.*** Unless otherwise provided for herein, Buyer shall have possession of the Property at closing and upon payment of the full purchase price.

9. ***Allocation of Transaction Expenses.*** All fees associated with recording any deed or mortgage shall be paid by the Buyer. All transfer fees shall be paid by the Seller. All fees charged by the closing agent shall be split equally between the parties. All transaction expenses allocated to Buyer herein or to the Seller in any Purchase Agreement entered into with a third-party purchaser for the Property shall be paid by the Buyer and the third-party purchaser pursuant to the terms of the Purchase Agreement with the third-party purchaser. The parties agree and

acknowledge that there are no brokers commission due and owing pursuant to this Agreement.

10. *Development Plan, Construction, and Use.* Buyer intends to develop the Property in two or more phases. Phase 1 shall commence in the Southern 5 acres of the Property, and shall be developed for purposes of light manufacturing (along with retail sales of the products and/or components herein manufactured) (hereafter the “Active Use and Occupancy”) with the site layout, exterior design, aesthetics, and character of construction to be set forth in site layout and architect elevations drawings of the exterior of the structure(s) drawn to scale, which shall be subject to approval by Yankton’s City Manager in her sole discretion as a condition of closing. Each subsequent phase of construction shall connect, as an addition or extension, to the initial primary structure constructed during Phase 1 and shall be constructed and used as an extension of the light manufacturing and commercial sales operation previously occurring upon the Property. Each structural addition in each phase of construction shall retain the same style of exterior design, aesthetics, and character of construction to the development in Phase 1, each of which shall require site layout and architect elevation drawings of the addition drawn to scale which shall be subject to final approval by the Yankton City Manager in his or her sole discretion as a condition of obtaining a building permit and commencement of construction.

The Buyer and its successors in interest are bound to adhere to the Active Use and Occupancy upon the Property until May 1, 2032. No development plan or use materially different than the Active Use and Occupancy or structures materially different than the concept drawings attached as Exhibit A may be made of the Property without the written consent of the Yankton City Manager or her designee.

11. *Development Timeline and Option to Repurchase.* As set forth herein, as a condition of sale, the City of Yankton shall have an option to repurchase all or a portion of the Property in accordance with the following:

- (a) Construction of the Phase 1 improvements shall begin within one year of the closing date, and shall be substantially completed within thirty (30) months thereafter. If Buyer’s third-party purchaser fails to commence or complete construction of Phase 1 improvements as set forth herein, then all or any portion of the Property may be repurchased by the City of Yankton as set forth herein. If conditions outside of the third-party purchaser’s reasonable control prevent the third-party purchaser from meeting the construction deadlines for Phase 1 of development, including, but not limited to circumstances caused by a pandemic, war, or acts of

God, the third-party purchaser may request an extension, which shall not be unreasonably denied by the City of Yankton. Unless the construction deadline is extended, if the Phase 1 development deadline is not met, the City of Yankton shall have the option to purchase any portion of the Property upon which the construction set forth in paragraph 10 is not substantially completed.

- (b) At any time requested by the Buyer's third-party developer or its assigns, or any time after May 1, 2028, the City of Yankton may repurchase all or any undeveloped portion of the Property defined as including that portion of the Property not essential for zoning compliance for the developed portion of the Property.
- (c) If the development plan or use of the Property should become materially different than the Active Use and Occupancy prior to May 1, 2032, or without the written consent of the Yankton City Manager or her designee, or if any structure is constructed upon the property materially different than the concept drawings attached as Exhibit A without the written consent of the Yankton City Manager or her designee, then then all or any portion of the Property may be repurchased by the City of Yankton as set forth herein.

The purchase price shall be equal to \$25,000.00 per acre, adjusted *pro rata* for the portion reacquired by the City of Yankton, plus only those expenses incurred by the third-party purchaser to improve or install underground services, utilities, or other site preparation infrastructure within the Property being repurchased, if any. If the option is exercised, all improvements and landscaping upon the portion of the Property being repurchased shall become the property of the City of Yankton. To allow for enforcement of these rights, the Warranty Deed issued to Buyer shall include an irrevocable option containing the foregoing terms exercisable by the City of Yankton, which shall be recorded with the Register of Deeds as a property right granted to the City.

12. ***Time of the Essence.*** It is expressly understood and agreed by the parties that time is of the essence in this Agreement.

13. ***Benefit.*** This Agreement shall inure to the benefit of and be binding upon the parties and also upon their respective heirs, representatives, successors and assigns.

14. **Governing Law.** This Agreement and all obligations created hereunder or required to be created hereby shall be governed by and construed and enforced in accordance with the laws of the State of South Dakota.

15. **Execution of Additional Documents.** The parties hereto agree to execute any and all additional documents necessary to effectuate the terms and conditions of this Agreement.

16. **Integration.** Both parties agree that this agreement contains the entire understanding between and among the parties, both written and oral, and supersedes any prior understanding and agreements among them, both written and oral, respecting the subject matter of this agreement.

17. **Modification.** This agreement shall not be modified, amended or supplemented without an authorized, written agreement between the parties.

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

19. **Counterparts.** This agreement may be executed in several counterparts, which taken together shall be deemed an original, and said counterparts constitute but one and the same instrument, Photocopies and facsimile reproductions of the executed original and/or counterparts thereof shall be treated the same as an original.

20. **Warranty of Authority.** City Manager Amy Leon warrants she is authorized to execute all documents necessary to effectuate this Agreement on behalf of the City of Yankton. Chief Executive Officer Brian Steward warrants he is authorized to execute all documents necessary to effectuate this Agreement on behalf of Yankton Thrive, Inc.

The remainder of this page left blank intentionally.

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

BUYER

Yankton Thrive, Inc.

SELLER

City of Yankton

By: Brian Steward
Its:

By: Amy Leon
Its: City Manager

These covenants created by:
The City of Yankton
PO Box 176, Yankton, SD 57078
(605) 668-5221

Exhibit A

DECLARATION OF COVENANTS

This Declaration of Covenants is made as of the ___ of _____, 2022,
by the **CITY OF YANKTON**, a South Dakota municipal corporation (“City”).

WITNESSETH

WHEREAS, the City is the owner of those certain tracts or parcels of land situated in the City of Yankton, County of Yankton, South Dakota, identified as the following legally described “Real Property”:

The South Six Hundred Twenty-Two Feet (S 622’) of the East Five Hundred Sixty Feet (E 560’) of Tract 1, Lot A, in the Southeast Quarter (SE ¼) of Section Thirty-Six (36), Township Ninety-Four North (94N), Range Fifty-Six West (56W) of the 5th P.M., City and County of Yankton, South Dakota, measuring approximately eight (8) acres, more or less (“the Property”). 8 acre lot to be platted and named.

Said property to be platted with all appropriate right-of way exceptions and dedications.

WHEREAS, because the City desires to establish a general plan for improvement and development of its “Real Property,” it hereby makes the following restrictive covenants running with the land as set forth herein. Said restrictive Covenants are applicable to all the “Real Property” and each conveyance hereafter made shall be subject thereto, and each Grantee, its successors, and assigns, if any, therein shall agree thereto as follows:

NOW THEREFORE, the City hereby declares the following covenants on the “Real Property”:

1. **Zoning and Tax increment District** The site is zoned B-2 Highway Business and shall be developed in accordance with the applicable requirements of such designation. The possible creation of a Tax Increment District by the City also requires proper process and action by the Planning Commission and City Commission.
2. **Uses Specifically Not Allowed on the Site.**
 - Self-Storage Facilities.
 - Marijuana Dispensaries or Facilities of any kind.
 - Type A Dance Licenses.
 - Gas Stations / Convenience Stores.
 - Truck Stops.
 - Low Density Residential Occupancies.
 - Non-taxable entities including but not limited to churches, governmental agencies and some schools.
3. **Construction Time Limits** The party who purchases the “Real Property” from the City shall conform to all development timing commence construction of structure(s) as described in the associated purchase agreement.
4. **Site Improvements and Active Use** All site improvements shall be made in accordance with the subject to the following:
 - a. Buyer intends to develop the Property in two or more phases. Phase 1 shall commence in the Southern 5 acres of the Property, and shall be developed for purposes of light manufacturing (along with retail sales of the products and/or components herein manufactured) (hereafter the “Active Use and Occupancy”) with the site layout, exterior design, aesthetics, and character of construction to be set forth in site layout and architect elevations drawings of the exterior of the structure(s) drawn to scale, which shall be subject to approval by Yankton’s City Manager in their sole discretion as a condition of closing. Each subsequent phase of construction shall connect, as an addition or extension, to the initial primary structure constructed during Phase 1 and shall be constructed and used as an extension of the light manufacturing and commercial

sales operation previously occurring upon the Property. Each structural addition in each phase of construction shall retain the same style of exterior design, landscaping, aesthetics, and character of construction to the development in Phase 1, each of which shall require site layout and architect elevation drawings of the addition drawn to scale which shall be subject to final approval by the Yankton City Manager in their sole discretion as a condition of obtaining a building permit and commencement of construction.

- b. The Buyer and its successors in interest are bound to adhere to the Active Use and Occupancy upon the Property until May 1, 2032. No development plan or use materially different than the Active Use and Occupancy or structures materially different than the concept drawings attached as Exhibit A may be made of the Property without the written consent of the Yankton City Manager or her designee.
 - c. A landscaping plan shall be submitted to the City Manager's Office for approval prior to the issuance of a building permit for any construction within the area described. The intent of the City Manager's landscape review is to ensure the inclusion of appropriate green space in any development plans. All areas of the lot not utilized for buildings and structures, parking lots or entrance roads shall be landscaped and shall be maintained in good condition as a lawn or other vegetation.
 - d. No outside storage of goods and materials shall be permitted except as allowed by the Zoning Ordinance of the City of Yankton. No materials shall be stored in trailers or temporary structures for a period longer than necessary to transfer the materials into a permanent structure.
5. **Right to Repurchase** The party who purchases the "Real Property" from the City shall conform to all repurchase provisions described in the associated purchase agreement
6. **Right of First Refusal** The party who purchases the "Real Property" from the City shall conform to all right of first refusal provisions described in the associated purchase agreement."

7. **Successors** The agreements contained herein, and the rights granted hereby, shall run with the land to the “Real Property” and shall bind and inure to the benefit of the parties hereto and their respective heirs, successor, and assigns. The party who purchases the “Real Property,” and its successors and assigns shall not have the right to repeal or amend the covenants or restrictions contained herein, and in any event waives the right to do so, without first obtaining written consent from the City.
8. **Effective Date & Duration** This instrument shall become effective on the date of the full execution by the City. The Covenants and Construction Time Limits established herein shall expire of their own force by operation of law on January 1, 2032.
9. **Headings** The headings of the paragraphs contained herein are intended for reference purposes only and shall not be used to interpret the agreements contained herein or the rights granted hereby.
10. **Severability** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.
11. **Enforcement** Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction. Failure by the City to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
12. **Law Governing** This agreement shall be governed by and construed in accordance with the laws of the State of South Dakota, without regard to conflicts of law principles.
13. **Covenants** Any purchaser of the real property may record any covenants that do not conflict with any found herein.
14. **Authority** Any questions regarding the application of these restrictions shall be resolved by the City Manager of the City of Yankton with the right of any party to appeal the decision to the Board of City Commissioners of the City of Yankton, South Dakota.

Memorandum #22-75

To: Mayor and City Commission
From: Amy Leon, City Manager
Date: April 27, 2022
Subject: Agreement with Stockwell-Meditative Garden and Labyrinth Project (Westside Park)

Following the creation of the Westside Park Master Plan, City staff was presented with the idea of a meditative garden and labyrinth project. The labyrinth portion of the project will be a gift from the Benedictine Sisters. For those not familiar with a labyrinth, it may be helpful to know that labyrinth walking is an ancient practice used by many different faith and cultural practices for spiritual centering and contemplation. Entering this type of serpentine path or maze like structure requires the user to walk more slowly, encouraging deep thought and concentration.

At the center of the labyrinth will be a sundial, a gift from the McVay family. The sundial will be a working feature used both for education and introspection about the passage of time. The sundial area will also include a bench and plantings providing a meditative garden as part of the feature. This is also a gift from the McVay Family.

Included in the packet is a visual of the concept of the garden.

Attached is an agreement with Stockwell Engineering for design and construction administration of the project. The total project amount is estimated to be \$266,536.07.

The contract with Stockwell Engineering for the design and construction administration is \$34,800.00.

The agreement with the donors is that the City of Yankton will pay for the project costs upfront and the gifts will be contributed upon final completion of the project or as stated in the agreements which will be considered later in the agenda.

Should project costs come in less than the estimated amount, arrangements with the donors will be made and the gift amount will be adjusted.

Recommendation: It is recommended that the City Commission vote to approve the contract for professional services with Stockwell Engineers in the amount of \$34,800.00 for design and construction administration of the labyrinth and sundial/meditative garden feature.

AGREEMENT FOR PROFESSIONAL SERVICES

Project: McVay Family Sundial & Reflection Garden

Stockwell Project No.: 22199

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 May 2, 2022. In general, the Project consists of design, bidding and construction observation services for site improvements within the project limits.

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

Basic Compensation: Lump sum \$34,800.00 excluding sales tax

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
McVay Family Sundial & Reflection Garden

22199 | SEI No.
Meditation Garden | Encl

May 2, 2022

Mr. Todd Larson
City of Yankton
P.O. Box 176
Yankton, SD 57078
TLarson@cityofyankton.org

Re: Proposal for Professional Services
McVay Family Sundial & Reflection Garden

Dear Todd,

Thank you for your consideration of our proposal. Stockwell Engineers, Inc. (Stockwell) proposes to provide professional services for the McVay Family Sundial & Reflection Garden (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: McVay Family Sundial & Reflection Garden

Description: In general, the Project consists of design, bidding and construction observation services for site improvements 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 | Design Development

- 1.1 Layout and design the site improvements based on parameters established by Client.
 - 1.1.1 Labyrinth.
 - 1.1.2 Accent path lighting by sub-consultant.
 - 1.1.3 Sundial plaza.
 - 1.1.4 Pergola over bench.
- 1.2 Design improvements to local industry accepted standards. Where available, Stockwell shall implement **Client's published standards.**
- 1.3 Coordinate sidewalk with drainage facilities. Design pavements **in conformance with Client's standards.**

Proposal for Professional Services

City of Yankton

McVay Family Sundial & Reflection Garden

- 1.4 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.
- 1.5 Design general site grading and drainage patterns in accordance with minimum industry standards, unless Client requires other design standards.
- 1.6 **Design landscape features complying with Client's minimum design requirements and/or standards.**
- 1.7 Determine removal limits for the Project site.
- 1.8 Prepare Project plan submittal documents.
- 1.1 Submit electronic pdf copy of design development documents to Client for review.

Deliverables: Design development submittal documents.

Phase 2 | Construction Documents

- 2.1 Attend with Client design development submittal review meeting, if necessary.
- 2.2 Finalize design.
- 2.3 **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.
- 2.4 Perform Internal Quality Assurance Procedures
- 2.5 Submit electronic pdf copy of construction documents to Client for review.
- 2.6 Submit construction documents to the following entities for comment.
 - 2.6.1 Local governing body.
- 2.7 Address comments to review documents and incorporate into final deliverables.
- 2.8 Deliver to Client an electronic pdf copy of final construction documents for bidding purposes.

Deliverables: Construction documents for bidding purposes.

Phase 3 | Bidding

- 3.1 Answer any questions arising throughout the bidding process and prepare addendums as required.
- 3.2 Attend the bid opening.
- 3.3 Deliver to Client tabulation of bids received and letter of recommendation for awarding the construction contract.
- 3.4 Attend council meeting to present recommendation to Client.

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

Phase 4 | Construction Administration

- 4.1 Prepare construction agreement and submit to Contractor for signature.
- 4.2 Review construction agreement and accompaniments **provided by the Contractor. Client's legal staff to review Contractor's bonds and insurance for authenticity.**
- 4.3 **Prepare Contractor's notice to proceed.**
- 4.4 Deliver paper copies of contract documents for Client to execute and distribute to Contractor and other respective agents.
- 4.5 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.

Proposal for Professional Services

City of Yankton

McVay Family Sundial & Reflection Garden

- 4.6 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.
- 4.7 Review and make comment on shop drawings or other product submittals from contractor.
- 4.8 Mark removal limits of appropriate items.
- 4.9 Document conditions of project site prior to construction beginning by means of video.
- 4.10 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.**
- 4.11 Maintain site visit reports indicating weather conditions, construction progress, deviations from the contract documents, and other pertinent information.
- 4.12 Prepare biweekly reports documenting general progress on the project and submit to the Client and Contractor.
- 4.13 Attend coordination meetings with Contractor, estimated at biweekly during construction.
- 4.14 As required under the construction contract, **conduct final inspections and deliver to contractor "punch list" of items requiring completion or correction.**
- 4.15 Submit to Client certificate of completion, documenting compliance of work with the contract documents **and start of Contractor's warranty.**
- 4.16 Review monthly Contractor progress payment request forms for Client and Contractor to execute.
- 4.17 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.
- 4.18 Prepare final change order, if applicable, and final pay request forms for Client and Contractor to execute.
- 4.19 Prepare and deliver record drawings to Client. Record drawings to convey significant changes to the construction documents. Utility linework shall be redrafted to reflect as-built survey data and field measurements. Design text will not be updated. Pavement sheets shall not be updated except for significant design changes.

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 record drawings.

Phase 5 | Construction Staking

- 5.1 Mark proposed improvements and elevations as shown on the plans.
- 5.2 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.
- Private utility locate.
- Review or filling fees.
- Public meetings.
- Topographic survey.
- Change order work.
- Coordination of warranty repairs.

Proposal for Professional Services

City of Yankton

McVay Family Sundial & Reflection Garden

Compensation

Compensation for services provided by Stockwell pursuant to this Proposal will be on a lump sum basis, in an amount of \$34,800.00 excluding sales or excise tax. Client must make payments in accordance with Item B of the Standard Terms and Conditions attached to this Proposal.

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

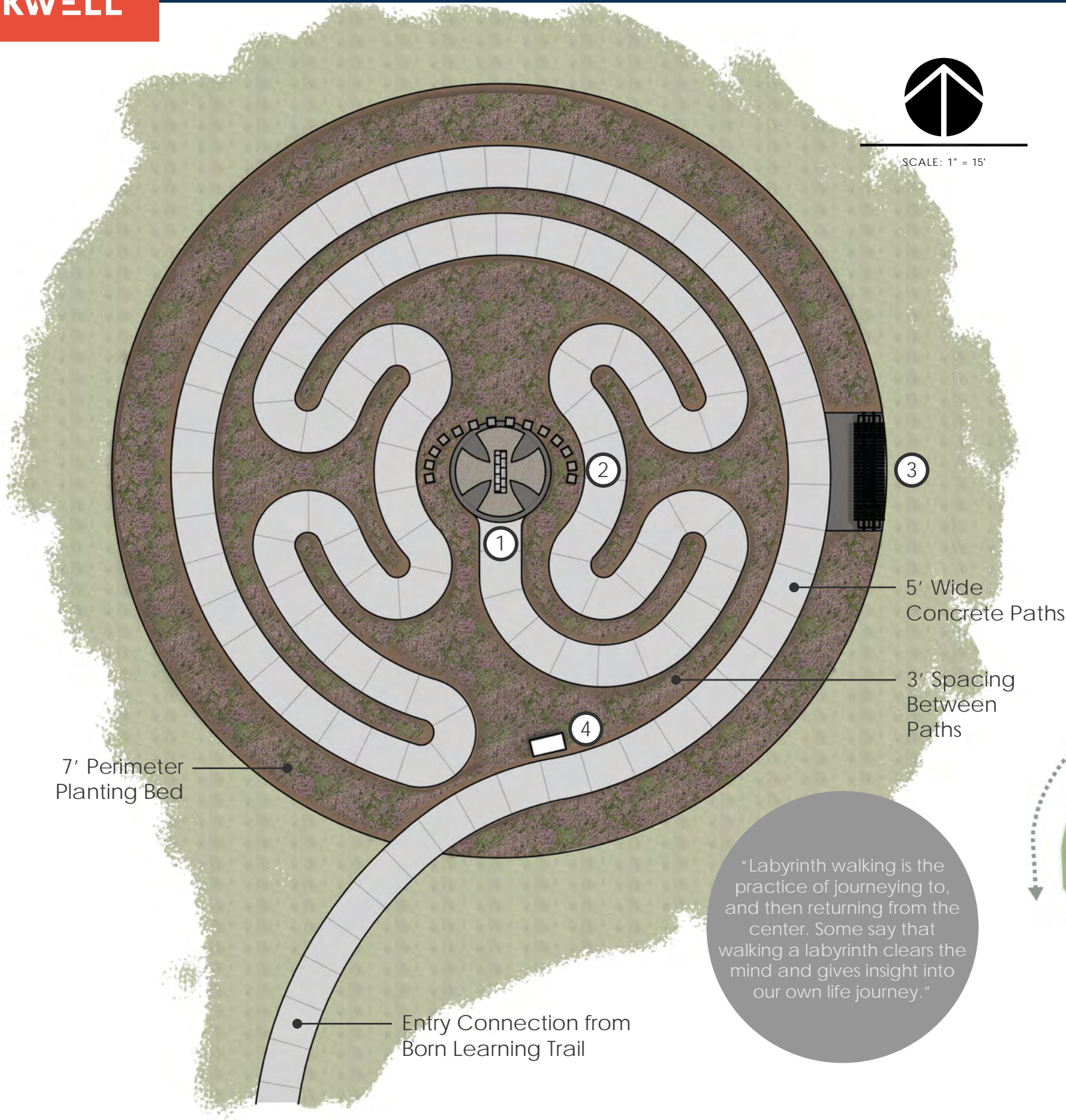
- 1.1 The Lump Sum includes compensation for Stockwell's services and services of Stockwell's Subcontractors and Subconsultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, and expenses (other than any expressly allowed Reimbursable 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 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



"Labyrinth walking is the practice of journeying to, and then returning from the center. Some say that walking a labyrinth clears the mind and gives insight into our own life journey."

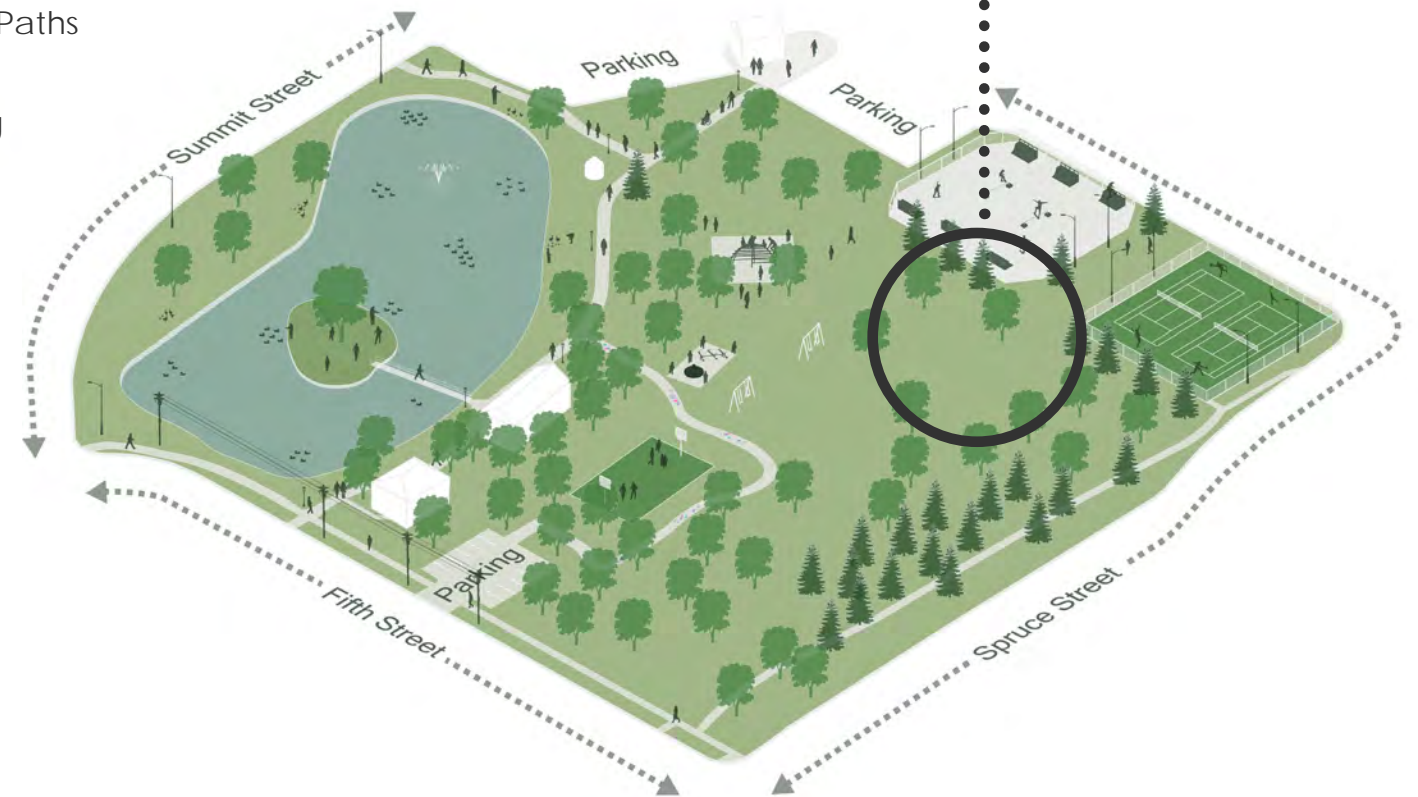
Keynotes:

- ① 12' Diameter Iron Cross Center
- ② 16' Analematic Sundial
- ③ Bench with Pergola on Colored Concrete Pad
- ④ Educational / Donor Signage

Sundial Elements:

- 16' Analematic Sundial
 - 6 am - 7 pm (Standard Time)
 - 14 Pavers (1' x 1')
- 12' Diameter Iron Cross Center
 - Iron Cross - Pavers
 - Iron Cross Pockets - Colored Concrete
 - Perimeter of Circle - Colored Concrete

Project Location





Labyrinth



Analemmatic Sundial with Pavers (1' x 1') Flush to the Ground



Pergola and Bench



Customized Donor Plaque for Bench

WESTSIDE PARK

Meditation Garden (Labyrinth) Site Amenities | Yankton, SD

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 attorney's 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, attorney's 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 attorney's 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 attorney's 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 attorney's 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 #22-76

To: Mayor and City Commission
From: Amy Leon, City Manager
Date: April 27, 2022
Subject: Funding Agreements for Westside Park Meditative Garden, Sundial, and Labyrinth

City staff have been working with some individuals and an organization in creating some new amenities for Westside Park. With the City's adoption of the Westside Park Master Plan, and then the announcement of a financial gift from Avera Sacred Heart Hospital to replace the bridge at the Westside Park pond, the individuals and organization brought forward an idea for a meditative garden, sundial, and labyrinth to complement the upgrades being performed at the park and to show their gratitude to the community of Yankton.

The total estimated cost of the project is currently \$266,526.07.

Mr. Michael R. McVay, will donate \$85,000.00, to be paid over 10 years, to cover expenses related to the Meditative Garden.

Mr. John G. McVay, will donate \$40,000.00, to be paid over 10 years, to cover expenses related to the Meditative Garden and Sundial.

The Benedictine Sisters of Sacred Heart Monastery will donate \$150,000, in a one-time donation, to cover expenses related to the Meditative Garden and Labyrinth.

City Staff recommends the City Commission accept the funding agreements to cover the expenses for the Westside Park Meditative Garden, Sundial, and Labyrinth. The name of the amenities will be: The McVay Family Sundial and Reflection Garden. The Commission can accept and move forward with the projects, or if it rejects this recommendation for the new amenities then the project would not move forward.

Recommendation: It is recommended that the City Commission Approve the Funding Agreements for Westside Park Meditative Garden, Sundial and Labyrinth.



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

Donation and Naming Agreement

Westside Park
600 Summit Street, Yankton, South Dakota

This agreement made this first day of June 2022, between Donor Dr. Michael R. McVay, herein after called the "Contributor," and the City of Yankton, a municipal corporation of the State of South Dakota, located in Yankton County, hereinafter called the "City" all mutually being referred to hereinafter as "Parties."

WHEREAS, Contributor and the City have been working to develop a reflection area and sundial in Westside Park herein call the "Sundial Reflection Area" in the public park currently known as Westside Park, and

WHEREAS, said Sundial Reflection Area location can be more specifically described as residing within the park at 600 Summit Street, Yankton, South Dakota on property legally described as the 5 ACRES & W181.5' S2 NW4 SW4 NE4 13-93-56 & S128' LTS 4 & 5 Gurney Addition, City and County of Yankton, South Dakota.

WHEREAS, the Contributor desires to assist the City with funding the construction of the Sundial Reflection Area and hereby agrees to provide the below stated level of funding, and

WHEREAS, in exchange for said funding, the City agrees to construct and maintain the Sundial Reflection Area and the City's Naming Rights Committee, agrees to name the Sundial Reflection Area as stated below and utilize said name in print, media and other methods of communication from this point forward for the useful life of the Sundial Reflection Area as constructed.

NOW, THEREFORE, be it agreed by all Parties that the following terms of agreement shall be created to facilitate the funding and official naming of the Sundial Reflection Area.

1. The Parties agree the name of the Facility will be: The Mcvay Family Sundial and Reflection Garden

2. The Parties Agree the City will pay for the entire project upfront with public dollars.
3. The Contributor shall provide an amount of funding no less than \$85,000.00 (eighty-five thousand dollars) for the Sundial Reflection Area (this amount known as the "Pledge"). Funding will be provided to the City of Yankton noted as an obligation to the City for the Sundial Reflection Area project.
4. The contribution shall be paid in annual minimum payments of no less than \$8,500 (eight thousand five-hundred dollars) paid over a period not to exceed 10 years. Each annual payment shall be due to the City of Yankton, and made payable to the City of Yankton, no later than January 31 of each calendar year beginning no later than 2023. However, annual payments exceeding the minimum or additional payments may be made at any time to fulfill the Pledge obligation in a period of time less than 10 years.
5. The Parties agree that in the event of the untimely demise of Dr. Michael R. McVay, the remaining unpaid portion of the Pledge shall be due in full. However, in lieu thereof, the City shall have discretion to authorize (in writing) the Estate of Dr. Michael R. McVay (or that of his trust estate) to assign its obligation to pay the remaining unpaid portion of the Pledge due herein to one or more heirs, successors, and assigns. Any authorized assignment must be conveyed in writing and the assignee(s) must accept the assignment in writing. In the event of an assignment authorized by the City, the City will provide a one year grace period from the date of Dr. McVay's death, during which no payment is due from the assignee(s), in order for the affairs of the Dr. McVay estate or trust to be settled.
6. The Parties agree the naming right will be established for the useful life of the Sundial Reflection Area and it shall be the City's obligation to maintain the condition of all name markers for the useful life of the Sundial Reflection Area. The City has sole discretion to determine the useful life of the Sundial Reflection Area; however, the parties agree it shall not be less than 100 years.
7. The Parties agree that all announcements, media coverage, and presentations will be coordinated and approved by the City of Yankton.
8. While the Pledge is a pre-condition of the City's construction of the Sundial Reflection Area, this agreement is specific to the naming rights of the Sundial Reflection Area only and is of no consequence to the design, construction, operation and maintenance of the feature except as set forth in paragraph 12 herein.
9. The Sundial Reflection Area will be on City of Yankton owned property and will be owned by the City. The agreement does not convey any ownership to the Contributor or any party other than the City.

10. The Parties agree the naming rights will be for the Sundial Reflection Area only and that the name of the park will remain Westside Park.
11. The Parties agree that other features within the park may bear other names and hold similar naming rights agreements between other contributors and the City of Yankton.
12. The Parties agree that the City will consult with the Contributor in the design of the Sundial Reflection Area; however, final design, construction, operation, and maintenance shall be as determined by the City.
13. The Parties agree that any costs assigned to the project outside of the scope of the agreed design such as trails leading to the facility or other park improvements included in the bid package are the sole responsibility of the City of Yankton.
14. The Parties agree that if cost of the Sundial Reflection Area project are less than estimated (the amount of the Pledge – \$85,000) the Contributor has the option to adjust total Pledge amount down to the project total and correspondingly reduce the annual minimum payments so that the new minimum payment is one-tenth of the Pledge total each year. Alternatively, the Contributor may elect to donate and apply the difference to defray any additional costs above and beyond the project to another project or area of the City.
15. The Parties agree that the City has the right to reject the bids for the project if they are not acceptable. If the Sundial Reflection Area is not constructed, this agreement shall terminate and all payments made herein shall be returned to Contributor.
16. The Parties agree that the responsibility of the Contributor is a “not to exceed” amount of \$85,000 for design and construction costs for the Sundial Reflection Area, and that project costs above and beyond the “not to exceed” amount are the responsibility of the City and do not increase the total amount of the Pledge. The City may elect not to move forward with the project if the costs exceed current budgeting capacity.
17. The Parties agree that a marker will be posted and maintained near the Sundial Reflection Area. Verbiage of said marker will be agreed upon by both Parties. The cost of the marker will be the responsibility of the City.
18. The parties agree that the City will maintain the Sundial Reflection area as long as is reasonably possible. Should the Sundial Reflection Area require adjustment, relocation, or removal those decisions will be the sole discretion of the City.
19. Saving Clause. Should any section, clause, or provision of this agreement be declared by the Courts to be invalid, the same shall not affect the validity of the agreement as a whole or any part thereof, other than the part so declared to be invalid.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed this _____ day of May 2022.

CONTRIBUTOR

Dr. Michael R. McVay

ss: State of South Dakota
County of Yankton

Be it remembered that on this ____ day of _____ 2022, before me the undersigned, a notary public within and for the County and State aforesaid, personally appeared Dr. Michael R. McVay known to me to be the person(s) described in and who executed the within and foregoing instrument and certificate and acknowledged to me that they executed the same.

Notary Public seal

Yankton County, South Dakota
My commission expires on:

Accepted pursuant to Resolution # ____ - ____ adopted by the Board of City Commissioners of the City of Yankton this _____ day of _____ 2022.

Stephanie K. Moser, Mayor

ATTEST:

Al Viereck, Finance Officer



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

Donation and Naming Agreement

Westside Park
600 Summit Street, Yankton, South Dakota

This agreement made this first day of June 2022, between Donor John G. McVay, herein after called the "Contributor," and the City of Yankton, a municipal corporation of the State of South Dakota, located in Yankton County, hereinafter called the "City" all mutually being referred to hereinafter as "Parties."

WHEREAS, Contributor and the City have been working to develop a reflection area and sundial in Westside Park herein call the "Sundial Reflection Area" in the public park currently known as Westside Park, and

WHEREAS, said Sundial Reflection Area location can be more specifically described as residing within the park at 600 Summit Street, Yankton, South Dakota on property legally described as the 5 ACRES & W181.5' S2 NW4 SW4 NE4 13-93-56 & S128' LTS 4 & 5 Gurney Addition, City and County of Yankton, South Dakota.

WHEREAS, the Contributor desires to assist the City with funding the construction of the Sundial Reflection Area and hereby agrees to provide the below stated level of funding, and

WHEREAS, in exchange for said funding, the City agrees to construct and maintain the Sundial Reflection Area and the City's Naming Rights Committee, agrees to name the Sundial Reflection Area as stated below and utilize said name in print, media and other methods of communication from this point forward for the useful life of the Sundial Reflection Area as constructed.

NOW, THEREFORE, be it agreed by all Parties that the following terms of agreement shall be created to facilitate the funding and official naming of the Sundial Reflection Area.

1. The Parties agree the name of the Facility will be: The Mcvay Family Sundial and Reflection Garden

2. The Parties Agree the City will pay for the entire project upfront with public dollars.
3. The Contributor shall provide an amount of funding no less than \$40,000.00 (forty thousand dollars) for the Sundial Reflection Area (this amount known as the "Pledge"). Funding will be provided to the City of Yankton noted as an obligation to the City for the Sundial Reflection Area project.
4. The contribution shall be paid in annual minimum payments of no less than \$4,000 (four thousand dollars) paid over a period not to exceed 10 years. Each annual payment shall be due to the City of Yankton, and made payable to the City of Yankton, no later than January 31 of each calendar year beginning no later than 2023. However, annual payments exceeding the minimum or additional payments may be made at any time to fulfill the Pledge obligation in a period of time less than 10 years.
5. The Parties agree that in the event of the untimely demise of John G. McVay, the remaining unpaid portion of the Pledge shall be due in full. However, in lieu thereof, the City shall have discretion to authorize (in writing) the Estate of John G. McVay (or that of his trust estate) to assign its obligation to pay the remaining unpaid portion of the Pledge due herein to one or more heirs, successors, and assigns. Any authorized assignment must be conveyed in writing and the assignee(s) must accept the assignment in writing. In the event of an assignment authorized by the City, the City will provide a one year grace period from the date of John G. McVay's death, during which no payment is due from the assignee(s), in order for the affairs of the John G. McVay estate or trust to be settled.
6. The Parties agree the naming right will be established for the useful life of the Sundial Reflection Area and it shall be the City's obligation to maintain the condition of all name markers for the useful life of the Sundial Reflection Area. The City has sole discretion to determine the useful life of the Sundial Reflection Area; however, the parties agree it shall not be less than 100 years.
7. The Parties agree that all announcements, media coverage, and presentations will be coordinated and approved by the City of Yankton.
8. While the Pledge is a pre-condition of the City's construction of the Sundial Reflection Area, this agreement is specific to the naming rights of the Sundial Reflection Area only and is of no consequence to the design, construction, operation and maintenance of the feature except as set forth in paragraph 12 herein.
9. The Sundial Reflection Area will be on City of Yankton owned property and will be owned by the City. The agreement does not convey any ownership to the Contributor or any party other than the City.

10. The Parties agree the naming rights will be for the Sundial Reflection Area only and that the name of the park will remain Westside Park.
11. The Parties agree that other features within the park may bear other names and hold similar naming rights agreements between other contributors and the City of Yankton.
12. The Parties agree that the City will consult with the Contributor in the design of the Sundial Reflection Area; however, final design, construction, operation, and maintenance shall be as determined by the City.
13. The Parties agree that any costs assigned to the project outside of the scope of the agreed design such as trails leading to the facility or other park improvements included in the bid package are the sole responsibility of the City of Yankton.
14. The Parties agree that if cost of the Sundial Reflection Area project are less than estimated (the amount of the Pledge – \$40,000) the Contributor has the option to adjust total Pledge amount down to the project total and correspondingly reduce the annual minimum payments so that the new minimum payment is one-tenth of the Pledge total each year. Alternatively, the Contributor may elect to donate and apply the difference to defray any additional costs above and beyond the project to another project or area of the City.
15. The Parties agree that the City has the right to reject the bids for the project if they are not acceptable. If the Sundial Reflection Area is not constructed, this agreement shall terminate and all payments made herein shall be returned to Contributor.
16. The Parties agree that the responsibility of the Contributor is a “not to exceed” amount of \$40,000 for design and construction costs for the Sundial Reflection Area, and that project costs above and beyond the “not to exceed” amount are the responsibility of the City and do not increase the total amount of the Pledge. The City may elect not to move forward with the project if the costs exceed current budgeting capacity.
17. The Parties agree that a marker will be posted and maintained near the Sundial Reflection Area. Verbiage of said marker will be agreed upon by both Parties. The cost of the marker will be the responsibility of the City.
18. The parties agree that the City will maintain the Sundial Reflection area as long as is reasonably possible. Should the Sundial Reflection Area require adjustment, relocation, or removal those decisions will be the sole discretion of the City.
19. Saving Clause. Should any section, clause, or provision of this agreement be declared by the Courts to be invalid, the same shall not affect the validity of the agreement as a whole or any part thereof, other than the part so declared to be invalid.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed this _____ day of May 2022.

CONTRIBUTOR

John G. McVay

ss: State of South Dakota
County of Yankton

Be it remembered that on this ____ day of _____ 2022, before me the undersigned, a notary public within and for the County and State aforesaid, personally appeared John G. McVay known to me to be the person(s) described in and who executed the within and foregoing instrument and certificate and acknowledged to me that they executed the same.

Notary Public seal

Yankton County, South Dakota
My commission expires on:

Accepted pursuant to Resolution # ____ - ____ adopted by the Board of City Commissioners of the City of Yankton this _____ day of _____ 2022.

Stephanie K. Moser, Mayor

ATTEST:

Al Viereck, Finance Officer

Project Cost Estimate

Westside Park Improvements - Meditation Garden
 Yankton, South Dakota
 SEI No. 21289



March 22, 2022

ITEM NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	PRICE
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General

1	Mobilization	LS	1	\$30,000.00	\$30,000.00
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Subtotal	\$30,000.00
Contingencies (15%)	\$4,500.00
Total Estimated Construction Costs	\$34,500.00

Traffic Control

2	Traffic Control, Miscellaneous	LS	1	\$1,500.00	\$1,500.00
3	Orange Plastic Safety Fence	Ft	800	\$1.75	\$1,400.00

Subtotal	\$2,900.00
Contingencies (15%)	\$435.00
Total Estimated Construction Costs	\$3,335.00

Erosion Control

4	Quality Green Turf Mix	Lb	210	\$11.00	\$2,310.00
5	Fertilizing	Lb	275	\$3.00	\$825.00
6	Weed Control - Project	LS	1	\$500.00	\$500.00
7	12" Diameter Erosion Control Wattle	Ft	400	\$4.00	\$1,600.00
8	Fiber Mulch	Ton	1.5	\$1,100.00	\$1,650.00
9	Sweeping	Hour	15	\$50.00	\$750.00
10	Temporary Vehicle Tracking Control	Each	1	\$1,500.00	\$1,500.00
11	Concrete Washout Area	Each	1	\$1,000.00	\$1,000.00

Subtotal	\$10,135.00
Contingencies (15%)	\$1,520.25
Total Estimated Construction Costs	\$11,655.25

Removals & Grading

12	Clearing	LS	1	\$2,500.00	\$2,500.00
13	Unclassified Excavation	CuYd	520	\$8.00	\$4,160.00
14	Salvage Topsoil	CuYd	235	\$5.00	\$1,175.00
15	Placing Topsoil	CuYd	235	\$5.00	\$1,175.00
16	Incidental Work, Grading	LS	1	\$1,000.00	\$1,000.00
17	Locating Utility	Each	1	\$1,000.00	\$1,000.00
18	Verify Utility	Each	1	\$500.00	\$500.00

Subtotal	\$11,510.00
Contingencies (15%)	\$1,726.50
Total Estimated Construction Costs	\$13,236.50

Project Cost Estimate

Westside Park Improvements - Meditation Garden
 Yankton, South Dakota
 SEI No. 21289



March 22, 2022

Electrical

19	Incidental Work, Lighting	LS	1	\$2,500.00	\$2,500.00
20	Light Bollard	Each	15	\$2,500.00	\$37,500.00
21	Electrical Incidental Work	LS	1	\$3,750.00	\$3,750.00
22	Raceways, Conduit, Boring	LS	1	\$9,000.00	\$9,000.00

Subtotal	\$52,750.00
Contingencies (15%)	\$7,912.50
Total Estimated Construction Costs	\$60,662.50

Garden Improvements

23	Aggregate Base Course	Ton	110	\$25.00	\$2,750.00
24	4" Concrete Sidewalk	SqFt	3582	\$6.00	\$21,492.00
25	4" Colored Concrete Sidewalk	SqFt	150	\$10.00	\$1,500.00
26	Pavers	SqFt	65	\$35.00	\$2,275.00
27	Hour Pavers	Each	14	\$1,000.00	\$14,000.00

Subtotal	\$42,017.00
Contingencies (15%)	\$6,302.55
Total Estimated Construction Costs	\$48,319.55

Site Amenities

28	Bench with Pergola	Each	1	\$25,000.00	\$25,000.00
29	Education / Donor Signage	Each	1	\$5,000.00	\$5,000.00

Subtotal	\$30,000.00
Contingencies (15%)	\$4,500.00
Total Estimated Construction Costs	\$34,500.00

Planting

30	Landscape Bed	SqYd	404	\$55.00	\$22,220.00
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Subtotal	\$22,220.00
Contingencies (15%)	\$3,333.00
Total Estimated Construction Costs	\$25,553.00

Subtotal Estimated Construction Costs	\$201,532.00
Contingencies (15%)	\$30,229.80
Total Estimated Construction Costs	\$231,761.80
Design & Construction Administration	\$34,764.27
Total Estimated Project Costs	\$266,526.07

Memorandum #22-77

To: Amy Leon, City Manager
From: Todd R. Larson, Director of Parks, Recreation, & City Events
Subject: Request for funding for Riverside Baseball Stadium Turf Replacement
Date: April 27, 2022

Mount Marty University Baseball and Yankton Baseball Association brought forward a request for City funds to help with the Riverside Baseball Field Artificial Turf Replacement for areas that are very worn. These areas include patching at Riverside Field. The contracted company will replace the turf in the home plate area, pitching mound area, and patches at first base, and potentially second base. Tony Gourlay of Enviro-Green Synthetic Turf will also do some other maintenance work on the turf. The groups are planning to proceed with the project in the spring of 2022. This is an unbudgeted request.

At this time, the baseball groups would like to request the City to participate in the Riverside Baseball Field Artificial Turf Replacement by funding one-third of the project costs. Mount Marty University and the Yankton Baseball Association would each fund one-third also. Total project costs are estimated at \$10,000 to \$14,000.

The City of Yankton, Mount Marty University, and the Yankton Baseball Association have a use, maintenance, and naming rights agreement that was put into place in 2015 and the term is through the year 2034.

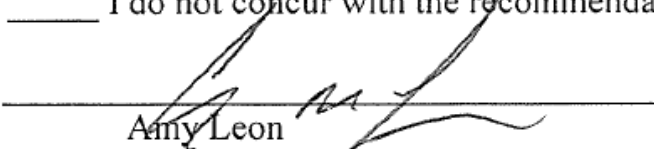
Recommendation: Staff recommends approval of 1/3 of the total cost, not to exceed \$4,666.00 utilizing the BBB fund.

Respectfully submitted,



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

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


 Amy Leon
 City Manager

____ Roll call

Memorandum #22-78

To: Amy Leon, City Manager
From: Todd R. Larson, Director of Parks, Recreation, & Events
Subject: Request for funding Skate Park Equipment
Date: April 27, 2022

Close to twenty-five years ago, a group of parents and a group of kids embarked on a project to bring a skate park facility to Yankton. Together with the City of Yankton and the Parks and Recreation Department, it was recognized that a need was not being served in the community. The opportunity to utilize some of the tennis courts at Westside Park because of on-going maintenance concerns was seized and a skate park became a reality.

There are some skate park ramps that were made of wood, that have been a part of the skate park for the past two decades, and have been slowly rotting away. The ramps have been removed due to how dangerous the ramps have become because of the rotted wood.

The City used a company, Rampage, for the last equipment purchases a decade ago and Rampage's equipment are metal framed ramps with composite wood sheeting for a skate surface to make the ramps very durable and great to ride at the same time. These ramps have held up well over the last decade. These ramps are expensive due to the metal and quality of the product.

Colton Griffin is interested in an Eagle Scout Project that involved some maintenance of the current equipment, purchasing some new equipment, and utilizing American Ramp Company, based out of Kansas City, to update the skate park master plan. The skate park supporters believe Yankton youth deserve to have a great skate park with fun and safe ramps.

In 2019, local resident Matt Evans asked the City of Yankton to match \$10,000 in fund-raising that he would do for the skate board park project. At that time, the City Commission did approve a \$10,000 match for the skate park to be funded out of the BBB. Matt is now ready to provide the \$10,000 to the City and Matt, along with Colton, would like to confirm the City Commission commitment on the match.

Recommendation: It is recommended that the Commission confirm the matching funds for the skate park users to a maximum of \$10,000. This funding would come from the BBB.

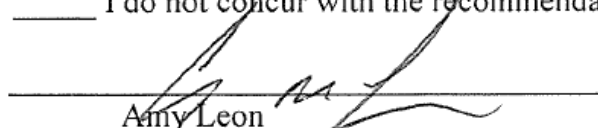
Respectfully submitted,



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

I concur with the recommendation.

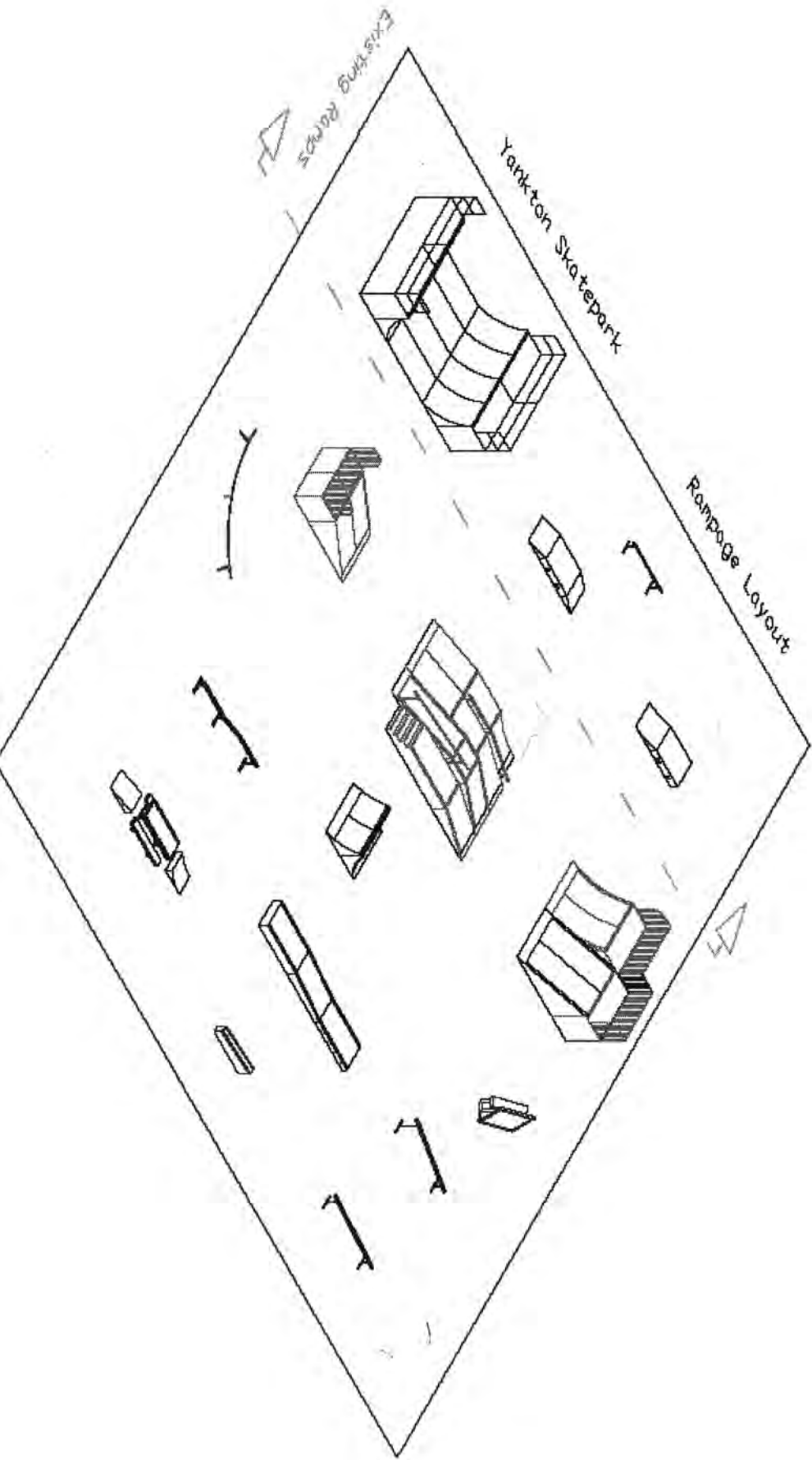
I do not concur with the recommendation.



Amy Leon
City Manager

____ Roll Call

YANKTON, SD PROPOSED SKATEPARK ADDITIONS



Memorandum # 22-74

To: Amy Leon, City Manager
From: Corey Potts, Public Works Manager
Subject: Equipment purchase from Sourcewell Contract for a new Tractor Backhoe to be shared with Water Utilities, Wastewater & Street Departments.
Date: May 3, 2022

The 2022 adopted budget provides funding for the purchase of a replacement Tractor Backhoe to be shared with Water Utilities, Wastewater and Street Departments. The equipment that is scheduled to be replaced is Unit #31 a 2005 Caterpillar 420 Backhoe. This existing Tractor Backhoe is 17 years old and has been used extensively in all three Departments, for general use, snow removal, and emergency water main breaks around the City.

A bid contract through the Sourcewell Contract allows the City to purchase a new Tractor Backhoe through Butler Cat. The new Tractor Backhoe to be purchased is a new 2023 Caterpillar 420 XE Auto for \$137,205.20, with delivery estimated at 60-120 days. There is \$140,000 budgeted for this Tractor Backhoe purchase, \$70,000 from the Street Department, \$35,000 coming from each Water Utilities, and Wastewater Departments. Unit #31 will be surplus at a future auction.

City Staff recommends the purchase of a new 2023 Caterpillar 420 XE Auto in the amount of \$137,205.20 from Butler Cat of Sioux Falls, South Dakota based on the Sourcewell Contract.

Respectfully submitted,

Corey Potts
Public Works Manager

Recommendation: It is recommended the City Commission approve Memorandum #22-74 for the purchase of a new 2023 Caterpillar 420 XE Auto in the amount of \$137,205.20 to be shared between Water Utilities, Wastewater, and Street Departments, from Butler Cat of Sioux Falls, South Dakota based on the Sourcewell Contract and to approve Resolution #22-16 to surplus the 2005 Caterpillar 420 Tractor Backhoe VIN#CAT0420DLFD23133.

I concur with this recommendation.

I do not concur with this recommendation.

Amy Leon, City Manager

____ Roll call

RESOLUTION # 22-16

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

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

PROPERTY TO BE SURPLUS

2005 Caterpillar 420 Backhoe CAT0420DLFD23133

Dated this ____ day of May, 2022.

Stephanie Moser
Mayor

ATTEST:

Al Viereck
Finance Officer

Memorandum #22-79

To: Amy Leon, City Manager
From: Kyle Goodmanson, Environmental Services Director
Subject: Contract Award for Yankton Geographic Information System Mapping Project
Date: May 9, 2022

Submittals for the Yankton Geographic Information System Mapping Project were received in February 2022. This project includes:

1. Data Compiling and Migration- City Data
2. Identify data Attributes and Mapping Symbology
3. Attribute Data and Validate Topology
4. Field Data Collection-
 - Sanitary Sewer Mapping:
 - Utilize survey grade GPS equipment to provide a northing, easting, and elevation on the center of the manhole rim.
 - Utilize a level rod instrument to determine the diameter and invert elevation of all incoming and outgoing pipes greater than 6-inches in diameter (not including private services).
 - Record mapping measurements on a standard manhole mapping form.
 - Visually observe the interior of the manhole for significant structural or hydraulic issues and record issues on standard manhole mapping form.
 - Full manhole inspection not included.
 - Take and catalogue one photograph showing the general manhole interior.
 - Provide survey mapping information in a GIS-compatible format.
 - Water System Mapping
 - Utilize survey grade GPS equipment to provide a northing, easting, and elevation on the center of valve boxes and hydrants
 - Horizontal and Vertical Accuracy
 - Horizontal data collection accuracy shall be sub-meter.
 - Vertical data collection accuracy shall be survey grade.
5. Develop Tools for GIS to CAD Transfer
6. Develop GIS Protocol document and training sessions.

Surveying and Mapping, LLC(SAM) is located in Maryville, Missouri and has been selected as the most qualified. SAM has completed numerous municipal Water and Wastewater projects of similar scope. SAM has completed over 500+ GPS and GIS inventory and mapping projects for municipalities. The GPS and GIS data will be used for the system modeling. The GIS system will also be utilized for ongoing asset management.

This project was estimated at \$250,000 in our original EDA project preliminary engineering report. This project is required to be completed as part of our EDA funding award. City staff recommends the contract be approved with Surveying and Mapping, LLC for the total amount of \$176,380.00.

Recommendation: It is recommended that the City Commission approve Memorandum #22-84 approving City Manager Amy Leon to sign attached contract with Surveying and Mapping, LLC, of Maryville, MO in the total amount of \$176,380.00.

Respectfully Submitted,



Kyle Goodmanson
Director of Environmental Services

Attachments

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

Amy Leon
City Manager

Roll call

SAM, LLC.
PROFESSIONAL SERVICES AGREEMENT

For

YANKTON, SD

PROJECT NAME

Utility GIS Mapping and Data Collection

Prepared for:

Kyle Goodmanson
Director, Environmental Services
City of Yankton
103 W Riverside Dr.
Yankton, SD 57078-0176

By:

Kirk Larson, Director of GIS Operations
SAM, LLC.
501 N Market Street
Maryville, MO 64468
(660)562-0050

Submittal Date:
March 23, 2022

PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT made and entered into by and between the City of Yankton, SD (hereafter referred to as “CLIENT”) and SAM, LLC, whose principal place of business is located at 501 North Market, Maryville, Missouri, (hereafter referred to as the “COMPANY”).

PURPOSE AND INTENT

This agreement covers the data collection, creation and construction of a sewer and water utility GIS program for The City of Yankton, SD including the development of utility features in accordance with the attached Scope of Services in ATTACHMENT A for a GIS Implementation Program.

WITNESSETH

WHEREAS, the COMPANY shall provide all qualified personnel and materials as required for the implementation of a utility GIS program for the CLIENT, and;

WHEREAS, the COMPANY has prior experience in this and/or other related mapping projects and therefore has a complete understanding of the needs and purpose of this utility GIS program and;

WHEREAS, the CLIENT desires to utilize the GIS services of the COMPANY;

NOW HEREWITH, the COMPANY agrees to execute this program and provide the services as outlined in the attached specifications known as ATTACHMENT A, herein made a part of this agreement.

SECTION ONE- GENERAL PROVISIONS

- I.1 Whenever the term “CLIENT” is used, it shall mean The City of Yankton, South Dakota.
- I.2 Whenever the term “COMPANY” is used, it shall mean SAM, LLC.
- I.3 Whenever the term “GIS” is used, it shall mean Geographic Information System.
- I.4 Whenever the term “ATTACHMENT A” is used, it shall mean the ATTACHMENT A – Scope of Services Document dated February 23, 2022 presented to Yankton by SAM, LLC.
- I.5 This contract between The City of Yankton and SAM, LLC shall be deemed a South Dakota contract and shall be governed by the Laws of the State of South Dakota. It is specifically understood by the parties that this contract is not a contract with the State of South Dakota. The COMPANY shall not assign, transfer, convey, sublet, or otherwise dispose of this contract, or any resulting agreement or its rights, title, or interest therein, or its power to execute such agreement, to any other person, COMPANY, or corporation, without the previous written approval of the CLIENT.
- I.6 At the conclusion of this contract or in the event this agreement terminates, all work products of any kind and description shall become the property of the CLIENT.

- 1.7 Whenever the term “AGREEMENT”, is used, it shall mean this document and all attachments and addendum and shall constitute the full agreement and complete contract between the parties except as amended according to Section 10.
- 1.8 COMPANY agrees to save and hold harmless the CLIENT and its agents, servants, and employees of, and from, any and all liabilities, expenses, causes of action, damages and attorney’s fees resulting, or to result, from any of the COMPANY’s business or operations resulting from any act or omission of the COMPANY’s agents, servants or employees.
- 1.9 COMPANY shall comply with all applicable laws, ordinances, codes, and regulations, including all applicable OSHA regulations, in the performance of this contract. If the COMPANY is contacted by any federal, state, county, or CLIENT agency, or any private agency, regarding any aspect of this AGREEMENT, the COMPANY shall promptly contact the CLIENT and shall not respond to the agency without being expressly authorized by the CLIENT to do so.

SECTION TWO - ADDITIONAL PROVISIONS

- 2.1 The Director of Environmental Services shall designate the employees to be trained on the GIS program. Training provided by the COMPANY shall be sufficient to familiarize the CLIENT’S designated employees to operate and work within the GIS program.
- 2.2 The COMPANY shall, at the request of the CLIENT, prepare and present to the CLIENT, a progress report for each phase of the project.
- 2.3 During the term of this agreement and at all times COMPANY provides services to CLIENT, COMPANY shall have in effect commercial general liability insurance, automobile liability insurance and workers compensation and employers' liability insurance in those amounts set forth on the Certificate of Liability Insurance attached hereto.
- 2.4 COMPANY shall provide to the CLIENT, as Certificate Holder, a current certificate of insurance reflecting those coverage's set forth on the attached certificate that will remain in effect at all times COMPANY provides services to the CLIENT under this AGREEMENT.

SECTION THREE - SCOPE OF SERVICES

- 3.1 COMPANY agrees to perform the Scope of Services outlined in Attachment A of this AGREEMENT. Attachment A is hereby incorporated into this AGREEMENT.

SECTION FOUR - PROSECUTION OF WORK AND COMPLETION

- 4.1 The COMPANY shall commence the work to be performed under ATTACHMENT A of this AGREEMENT after acceptance and project schedule approval by the CLIENT and COMPANY.
- 4.2 The COMPANY shall carry on the GIS Implementation program without interruption and shall make available to the CLIENT all work that has been completed and approved by the CLIENT to be used by the CLIENT during and at the completion of this contract agreement.
- 4.3 Final delivery of all approved items for each phase as identified in ATTACHMENT A shall be made to the CLIENT by the COMPANY within five (5) months from the commencement date defined in the project schedule.

- 4.4 No extension time shall be granted to the COMPANY unless the request for an extension is made in writing fifteen (15) days prior to the expiration date of this contract. The request must be approved by the CLIENT and must be based on one or more of the following:
 - 4.4.1 Acts of nature that directly affects the COMPANY's ability to perform.
 - 4.4.2 Acts of government agencies that may affect the COMPANY'S performance.
 - 4.4.3 Circumstances beyond the control of the COMPANY and not due to any negligence on the part of the COMPANY or its employees (fire, floods, emergencies, or delay brought about by others, etc.)

SECTION FIVE – FEES FOR SERVICE AND METHOD OF PAYMENT

- 5.1 For the performance of the AGREEMENT by the COMPANY, the CLIENT shall pay the COMPANY the sum of \$176,380.00 for the scope of work and deliverables in ATTACHMENT A of the AGREEMENT. Fee Schedule will be itemized as follows:

5.1.1	Water Network	\$59,410.00
5.1.2	Sewer Network	\$116,970.00
- 5.2 CLIENT reserves the right to request additional work and changes where unforeseen conditions require changes and work beyond the scope of services in ATTACHMENT A. Additional work requested by CLIENT or recommended by the COMPANY, that is not part of ATTACHMENT A of the AGREEMENT shall require a supplemental agreement and must be approved by both the CLIENT and COMPANY prior to performing any additional work or changes, or incurring any additional costs therefore.
- 5.3 Any change in compensation shall be covered in the supplement agreement. COMPANY shall not be compensated for additional work beyond ATTACHMENT A when the CLIENT has not given prior written approval to the COMPANY.
- 5.4 All work performed under this AGREEMENT will be invoice by the COMPANY to the CLIENT on a monthly basis throughout the duration of the project. The CLIENT shall remit payment on invoices submitted by the COMPANY within 30 calendar days.
- 5.5 Invoices unpaid after 45 days may be subject to a monthly service charge of 1.5% on the unpaid balance. In the event any portion of an account remains unpaid 120 days after the invoice date, COMPANY may institute collection action and CLIENT shall pay all costs of collection, including reasonable attorney's fees.

SECTION SIX - OWNERSHIP AND DISTRIBUTION OF MATERIAL

- 6.1 Ownership of all data and materials created for the performance of this agreement as identified in ATTACHMENT A involved herein shall belong to the CLIENT.
- 6.2 No copyright of any nature shall be granted to the COMPANY by the CLIENT relative to any material or product resulting from this agreement and GIS Implementation program.
- 6.3 One-Time or subsequent requests for electronic data files and/or web-based GIS access will not be provided or distributed to any third party without the CLIENT'S written consent. COMPANY reserves the right to charge any third party for time and materials associated with preparation and

delivery of the CLIENT'S data.

SECTION SEVEN - CLIENT RESPONSIBILITIES

- 7.1 CLIENT will be responsible for public communication to citizens within the project's geographical boundaries. Prior to commencement of the project, CLIENT will provide to the COMPANY with a document signed by an authorized CLIENT agent briefly explaining the project and stating the appropriate contact method for the CLIENT.
- 7.2 CLIENT will be responsible for ensuring all desired employees are present for the project kick-off meeting when the COMPANY'S Project Manager comes on-site for the Kick-Off Meeting. It is the CLIENT'S responsibility to communicate to any employees not present at the Kick-Off meeting.
- 7.3 CLIENT will designate the employees who will receive training on the GIS program and will ensure they are present for the four (4) hours of training provided by the COMPANY. Additional or Subsequent training requests are considered supplemental services.
- 7.4 CLIENT will be responsible for any and all costs associated with obtaining GIS data from 3rd parties for the purpose of integrating into the GIS program developed by the COMPANY.
- 7.5 CLIENT shall, at the request of the COMPANY, uncover and provide access to features documented in the report provided by the COMPANY within 90 days of notification by the COMPANY. In the event the CLIENT does not uncover or make accessible those features within 90 days of notification by the COMPANY, the COMPANY reserves the right to treat additional field work as it pertains to the features listed in the report provided by the COMPANY, as supplemental services complying with the guidelines in Section 5 of this agreement. COMPANY reserves the right to adjust the final deliverable date as defined in Section 4 in accordance with any delays on the part of the CLIENT in excess of 90 days.
- 7.6 CLIENT will be responsible for completing and returning draft and check plot maps to the COMPANY within 45 days of receipt. COMPANY reserves the right to adjust the final deliverable date as defined in Section 4 in accordance with any delays on the part of the CLIENT in returning draft and check plot maps to the COMPANY.
- 7.7 CLIENT will be responsible for hardware and software updates and set-up to CLIENT-end personal computers, tablets, and smart phones as COMPANY'S maintenance and development responsibilities to the CLIENT only apply to server-end (COMPANY-end) software and systems. CLIENT responsibilities include making necessary web browser updates and general device maintenance to maximize the performance of the CLIENT'S web-based GIS program.
- 7.8 CLIENT designates the Director of Environmental Services as the internal staff member who will serve as the main project contact for the COMPANY, oversee and accept the completed work by the COMPANY for the CLIENT as work proceeds and is completed under this AGREEMENT.

SECTION EIGHT – COMPANY PERSONNEL AND RESPONSIBILITIES

- 8.1 The COMPANY shall use competent employees in the performance of this contract. All employees must have sufficient skill and experience to properly perform the work assigned.
- 8.2 COMPANY Employees with the responsibility of carrying out highly technical portions of this contract shall have sufficient education, training or experience in such work to perform it properly and satisfactorily in the manner outlined in these specifications.
- 8.3 It is understood and agreed that all personnel, except as provided elsewhere in this agreement, shall be employees of the COMPANY. It is understood and agreed that the CLIENT may require the COMPANY to remove from the project any person the CLIENT considers being incompetent or negligent in the performance of his or her duties or who is guilty of misconduct, and such person shall not be re-employed on the project.
- 8.4 The COMPANY assigns Ethan Herbek, as the project manager for this project. The project manager will administer the scope of services as defined in ATTACHMENT A, schedule the installation of the GIS for the CLIENT, confirm that the utility GIS mapping system is operational, and provide training.

SECTION NINE - TERMINATION OF CONTRACT

- 9.1 If, for any reason, the COMPANY shall fail to fulfill its obligation in a timely and proper manner under this contract, or, if the COMPANY shall violate any of the covenants, agreements, or stipulations of this contract, or, if a petition in bankruptcy or for reorganization under the Bankruptcy Code is filed by or against the COMPANY, or an order is entered adjudicating the COMPANY bankrupt or insolvent, or a trustee, receiver or custodian is appointed for the COMPANY, or an assignment for the benefit of creditors of the COMPANY is made, the CLIENT shall thereupon have the right to terminate this agreement on ten (10) days written notice by the CLIENT.

SECTION TEN - CONTRACT AMENDMENTS OR ADDITIONS

- 10.1 No amendments or additions shall be made to these technical specifications without a written and signed agreement by both the CLIENT and the principal or principals of the COMPANY under this AGREEMENT.
- 10.2 Matt Sorensen and Kirk Larson are the appointed individuals with the COMPANY that have the authority to make amendments or additions to the AGREEMENT.
- 10.3 The Director of Environmental Services will oversee and accept the completed work by the COMPANY for the CLIENT as work proceeds under this AGREEMENT.

**SAM, LLC AND YANKTON, SOUTH DAKOTA PROFESSIONAL SERVICE
AGREEMENT**

This **AGREEMENT** is approved and accepted by the **CLIENT** and **COMPANY** upon both parties signing and dating the **AGREEMENT**. The effective date of the **AGREEMENT** shall be the last date entered below.

THE CITY OF YANKTON, SOUTH DAKOTA

APPROVED BY: _____

Printed/Typed Name: _____

Title: _____ Date: _____

Attest: _____

Printed/Typed Name: _____

Title: _____ Date: _____

SAM, LLC

APPROVED BY: _____ 

Printed/Typed Name: _____ Kirk Larson

Title: _____ Director of GIS Operations Date: _____ March 23, 2022



SAM, LLC: Attachment A
March 23, 2022



Proposal Contact: Erin Allen | 660.215.7091 | erin.allen@sam.biz

Surveying And Mapping, LLC

RFQ RESPONSE FOR:

Geographic Information System (GIS)
Mapping Project

SUBMITTED TO:

The City of Yankton, South Dakota

February 23, 2022

SUBMITTED BY:
Surveying And Mapping, LLC
501 N. Market St.
Maryville, MO 64468
660.562.0050 | gis@sam.biz

SAM, LLC: Attachment A

501 North Market Street | Maryville, MO 64468
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February 23, 2022

Al Viereck
Finance Officer
City of Yankton
416 Walnut Street
Yankton, SD 57078-0176

Dear Al,

Surveying And Mapping, LLC (SAM) respectfully submits our qualifications to the City of Yankton, South Dakota in response to the Request for Qualifications and Proposal for the Geographic Information System (GIS) Mapping Projects. SAM is ready to assist in your efforts to develop an accurate GIS program for the city's utilities and better prepare the city for future infrastructure project and operational tools in utility maintenance.

With over 1,100 personnel, and 270 GPS field data collection crews, SAM has the specialized expertise and resources to handle projects anywhere in the nation with unparalleled accuracy and under strict time schedules. SAM has implemented the best in technology to serve our clients. As an Esri business partner, our comprehensive approach ensures we have the tools required to meet your specific needs, while our experience provides us with the requisite skills to manage and execute projects of any scale. The following characteristics make SAM's team uniquely positioned to execute this GIS project for Yankton:

- SAM has completed 500+ GPS and GIS specific field inventory and mapping projects for municipalities. We have integrated with countless asset management applications to support cities, utilities, counties, industrial clients as well as state and federal government agencies.
- Our dedicated GIS field crews have GPS located and inventoried millions of infrastructure assets, including storm water, water distribution, sanitary sewer, electric and gas. Our proposed leadership team for this project has over 100 years of combined GIS and utility mapping experience.
- SAM's develops accurate, connected and comprehensive data that enables cities to utilize their GIS in utility maintenance, daily operations, and engineering design and construction.
- A Commitment to Quality – At SAM, Quality Control (QC) is fundamental to our everyday work activities and a rigorous system of Quality Assurance (QA) procedures is routinely implemented in the final review of our work products. Every piece of data is connected and designed for seamless GIS integration within our clients' data architecture.
- SAM has implemented more GIS programs in the region than all other firms combined. Our unique combination of RTK survey-grade GPS field services, program design and implementation are why more than 70% of our annual GIS revenue comes from repeat and referral customers.

We appreciate your committee reviewing our submission and considering SAM for this Yankton's GIS program. We are hopeful for an opportunity to interview with your committee and further showcase our expertise. As SAM's direct contact for this response, please reach out to me with any questions or additional information you would like from our firm. I can be reached at kirk.larson@sam.biz or (660) 215-8971.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'Kirk Larson', written over a white background.

Kirk Larson
Director of GIS Operations

PROJECT KICK-OFF

SAM will provide an on-site kick-off meeting and geodatabase design workshop with the City of Yankton to start the project. The kick-off meeting is essential to developing open communication with the client and will help establish the guidelines and procedures of SAM for coordinating the project. The following important topics will be discussed and determined at the kick-off meeting:

COLLECT EXISTING DATA

SAM will acquire copies of existing and available mapping records, such as relevant GIS data, AutoCAD drawings, hard-copy utility maps, as-built information and historical utility drawings for use as reference during the project. All hard-copy maps will be scanned and returned to the city in a timely manner.

SAFETY AND PROCEDURES

SAM will review safety and field procedures during the kick-off meeting to ensure the safety of field staff, city staff and the citizens of Yankton throughout the data collection phase of the project. SAM follows a strict safety and procedures manual and requires all SAM employees to attend internal quarterly safety meetings to review procedures and concerns.

At all times, field staff will be wearing the required Class II traffic safety vests and all field vehicles will be clearly marked with company information and have the required safety lights for operation while in public right-of-way. GPS field personnel have acquired OSHA training and certification for "Traffic Control for Field Engineering & Surveyors" and "Confined Spaces". Proper traffic control signage will be utilized when necessary while operating in public right-of-way. If required, due to traffic concerns, SAM will operate during non-peak hours to obtain field locates and inspections. If SAM staff has concerns about their safety, the appropriate city staff or local law enforcement will be contacted.

PROJECT TIMELINE AND MILESTONES

SAM will review and discuss the anticipated project timeline and milestones with the City of Yankton during the kick-off meeting. Any level of responsibility required of the city (i.e. providing existing data, pre-locating utilities, etc.) will be discussed and taken into consideration when finalizing the overall project timeline. Internal and external cost controls, along with any modifications to the proposed project schedule at the request of the city will be discussed during the kick-off meeting.

WORK SECTOR DEFINITION

SAM will work with city staff to define a grid and identify work sectors for the entire project area. The creation of these work sectors serves two very distinct and important roles during the project. First, the project sectors will be utilized by SAM field staff as a quality control measure. Field staff will work within each sector and complete all locates and inspections required prior to moving on to the next sector. This allows for an efficient method of data collection and translates into cost savings and overall project quality.

Another benefit of working within project sectors is to provide city staff with an effective method to track progress and know exactly what part of the city SAM field staff is working in. The work sectors also facilitate preplanning during morning meetings for traffic control, city staff assistance and project reports to Yankton.

PUBLIC NOTIFICATION

SAM will work with city staff to ensure proper citizen notification. It has been our experience on similar projects that informing citizens about the field work will help to alleviate any concerns local residents may have. Notifications at City Hall, utility billing offices and the local newspaper or public access channel (if available) is highly recommended. SAM field staff will carry an informational letter on letterhead from the City of Yankton describing the project and the proper contact information in the event there are concerns from the public. It is also recommended that local law enforcement be notified about the project and that SAM field staff will be working in the area.

GEODATABASE DESIGN WORKSHOP

The most critical aspect of developing a functional GIS program is the development of the geodatabase. A geodatabase is a logical single-file format for organizing spatial data and corresponding datasets.

When creating the overall design of the geodatabase for Yankton, SAM will take into consideration the best model and structure to meet the needs of the city. The geodatabase will also be based on previous models from SAM, the published Esri utility model and future GIS needs, as identified by Yankton. Developing an accurate and functional geodatabase will enable users to:

- Store all GIS-related data in a centralized location
- Apply rules and relationships to the data
- Create a consistent and accurate spatial database
- Define relationship classes
- Define topological enforcement rules
- Ensure multi-user access and editing capabilities

Custom domains (pre-defined menus) will be built for each layer during the geodatabase design. These domains will be added to the custom field inspection application from SAM to ensure that field staff will collect clean and consistent data throughout the utility project. These domains will also be utilized by city staff for future management of the geodatabase to help simplify the editing and data management processes.

The upfront design process by SAM enables field personnel to collect data in a rule-based environment. This minimizes field coding errors by predefining attribute tables used in the field and maintains consistency in the data collection process.

GPS DATA COLLECTION

For this project, SAM will utilize RTK survey-grade GPS methods to locate the city's sanitary sewer and water utility networks contained in the defined project limits. GPS surveys will be referenced to the South Dakota State Plane Coordinate System and cross referenced to the Yankton coordinate system to allow for direct insertion into the GIS program developed for Yankton. Horizontal (x,y) and vertical (z) coordinates will be obtained in the

SAM, LLC: Attachment A

field for all utility features. Captured features through GPS surveys will include all features designated by Yankton during the planning phase of the project.

After thorough investigation by SAM field staff, a report containing all utility features to be located that were not found, or determined to be inaccessible, will be submitted to the City of Yankton. SAM will work with city staff to locate utility features during the clean-up phase of the project. This will allow SAM to collect features in a quicker and more efficient manner, translating into cost savings for Yankton and minimizing the impact on city staff.

SANITARY SEWER FIELD ATTRIBUTE COLLECTION

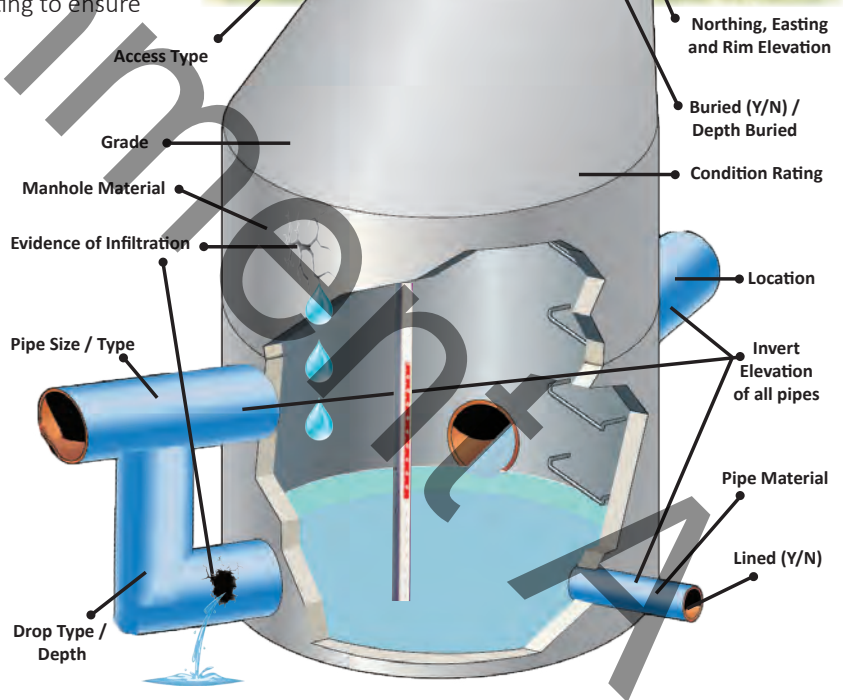
All sewer feature attribute data will be collected and SAM will perform top-side manhole field inspections to collect manhole attribute data during this phase of the project. Manholes will be opened, inspected, attribute data collected, and the interior photographed.

Utilizing traditional survey measurement methods, SAM will obtain invert elevations for all incoming and outgoing mainlines, manhole depth and pipe size. This information will be collected by measuring down from the center rim location where the GPS elevation was acquired. Flow direction will be noted during the field inspection process. If during the inspection process SAM discovers any manholes that need immediate attention (back-ups, cave-ins, major obstructions or overflows), the appropriate staff will be immediately contacted.

All field data will be predefined during the kick-off meeting to ensure accurate and consistent attribute collection. Field staff will run a custom application on the GPS data collector to allow for quick and easy inspection and data entry for each utility feature.

WATER SYSTEM FIELD ATTRIBUTE COLLECTION

All water feature attribute data will be collected utilizing RTK survey-grade technology to provide a northing, easting and elevation on the center of all valve boxes and hydrants. This technology will result in centimeter-level accuracy on both x,y and z coordinates. Photographs will also be taken to show the hydrant model. SAM field crews are also trained to collect a number of feature attributes including barrel color, nozzle configuration, bonnet color, manufacturer, manufactured year for hydrants; pipe diameter and pipe material for waterlines; and valve type and x,y,z coordinates for water valves. As with the sewer network, all field data will be predefined during the kick-off meeting to ensure the most accurate and consistent data are collected.



Hydrant attributes

- Barrel color
- Steamer (Y/N)
- Bonnet Color
- Storz Connection (Y/N)
- Manufacturer
- Manufactured year
- X, Y, Z coordinates



Waterline attributes

- Pipe diameter
- Pipe material

Valve attributes

- Type
- X, Y, Z coordinates

SAM, LLC: Attachment A

GPS REDUNDANCY CHECK

SAM will GPS locate five (5) percent of the features previously shot during the project. This process is part of the SAM standard field protocol and will be employed during the Yankton project. SAM will compile and process the results against the original dataset and verify the required accuracy tolerance is being met.

An essential step in the process of implementing a utility GIS program is integrating field data into a GIS mapping program and properly drawing the utility system to show network connectivity and a high-level overview of the city's infrastructure. SAM specializes in this "field to finish" approach for utility network development.

BASE MAP AND THIRD-PARTY DATA LAYERS

SAM will integrate the most current and available digital aerial photography of the project area, provided by the City of Yankton, into the GIS program. The raster datasets will be viewed as a continuous, seamless image across the entire project area and adjusted for color and contrast to meet the city specifications.

SAM will incorporate all available cadastral map data layers from Yankton County, South Dakota into the GIS program upon request. The City of Yankton is responsible for any cost associated with acquiring the GIS data from Yankton County. Incorporating these data layers will establish a base map for the GIS program.

MAP AND DATA DEVELOPMENT

Sanitary sewer line segments will be created utilizing custom, in-house editing tools developed by the SAM development team. These tools will incorporate inspection data collected by field staff and will auto-generate sanitary sewer line segments illustrating flow direction, slope and exact length measurements. Quality assurance warnings have been built into these tools to verify positive slopes and to check for inconsistencies with pipe material and diameter.

Water distribution mains will be developed by combining exact GPS locations of above ground features with as-built/AutoCAD drawings to determine the best representation of those networks. Individual water main segments will have diameter and material attributes associated with them. All lines will be checked in a quality assurance process to ensure a clean network.

The completion of all data collected and mapped by SAM personnel will not be final until approved by the City of Yankton.

QUALITY ASSURANCE / QUALITY CONTROL

Effective Quality Assurance and Quality Control (QA/QC) procedures are crucial to the success and overall integrity of every project. Through the combined efforts of our project team, an emphasis on QA/QC is always a priority and each task executed has a system of checks and balances established for all personnel to follow. Elements of QA/QC can range from data collection checklists and GPS tolerance controls to analyzing network connectivity within the software environment.

Check plots are a crucial and unique step required in all SAM

projects. Although every effort is made to investigate, locate and properly map each asset, the input and feedback of the utility personnel is imperative to the approval of final data. Our project management team works with client staff to ensure we handle each piece of data properly and clients have the final say in how data is represented. Our efforts to ensure the highest quality products and services include:

- Custom QA/QC ArcGIS tools
- "Heads-up" QA/QC against base data or aerial photography
- Digital and hard-copy checks against field notes and as-built drawings
- Five (5)% redundancy check of all GPS collected data
- Printed check plots for review by the city
- Assurance that end product shows complete connectivity

TECHNOLOGY

Since 2005, SAM has been an Esri Silver Business Partner. This partnership ensures that our staff is trained and experienced in the latest GIS software available. Esri is the worldwide leader in GIS software and we are proud to employ these technologies to develop every GIS program with the SAM name on it. Our professional staff specializes in a wide-range of GIS technologies, Esri software and integration with third-party applications.

GPS field crews at SAM are experts in data collectors and Global Positioning Systems (GPS), both Real-Time Kinematic (RTK) survey-grade and mapping-grade technologies. Our GPS data collection division boasts a fleet of state-of-the-art, reliable technologies to support the efforts of our crews.

Our programmers and technicians are skilled in numerous programming languages specific to spatial data and asset management functionality. SAM personnel routinely take advantage of the latest training opportunities for GIS software and GPS technology, all significant steps toward efficiency in GIS data collection and development. This commitment to providing the very best in GIS has earned SAM the trust of countless organizations, and an extensive list of references and supporters around the country. This diverse technology expertise additionally ensures our team can consult on compatibility and integration issues with third-party software platforms and external data sources.

WEB SERVICE INFRASTRUCTURE

Above and beyond the in-house technology for GIS development and GPS data collection, SAM has a significant back-end server infrastructure at our GIS office. This system is designed to support the maintenance of hundreds of web-based and mobile GIS mapping programs. The GIS team at SAM securely maintains hundreds of independent web-based GIS and asset management programs for clients across the country.

SAM maintains a secured, climate-controlled server room with a dedicated fiber connection. Websites consume ArcGIS Online services and hosts data in a virtual VMware ESXi environment run on a cluster of Dell PowerEdge R640 web servers and a Dell SAN SC4020 storage array. The server room is connected to a gas-powered generator to keep web servers up and running in case

SAM, LLC: Attachment A

RFQ - Geographic Information System (GIS) Mapping Project

Project Understanding & Approach

of a power outage. Our top priority is to ensure 24/7/365 access to the GIS system.

COST CONTROL & TIME MANAGEMENT

With over 500 successful data collection projects, the management team at SAM takes pride in our ability to consistently set costs and project schedules for our clients. Additionally, every project has been delivered to our clients by the negotiated deadlines. This is only possible with leadership that has decades of combined experience and a strong team of professionals who routinely develop and deploy state-of-the-art GIS programs.

With the extensive capacity of data our team consistently processes, efficiency is paramount. Our professionals constantly weigh the benefits of building automated programs to improve and streamline GIS development tasks, while avoiding those automated pitfalls that reduce or hinder our staff's ability to effectively recognize issues in the construction of good, clean spatial data.

Cost control issues are very important to our clients and SAM has a unique understanding of the skill set, technology and level of effort necessary to provide our clients with successful solutions. The use of the latest in GPS technology and software programs, research, development efforts, field standards and protocols enables SAM to deliver everything GIS, done right the first time.

SAM GIS BY THE NUMBERS

25,000 +

Miles of utility infrastructure
GPS located and mapped

Utility assets
accurately mapped

2 Million +

300 +

Web-based GIS sites

Acres of field data
collection experience

4 Million +

1 Million +

Land parcels
mapped

Annual division revenue
through referral or repeat business

70%



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The “client-focused” approach and experience in project management has been the cornerstone of success for SAM in a market that does not expect, but rather demands, a high level of service. Therefore, the proposed team members for this project have a unique combination of utility infrastructure knowledge and experience in project management, data collection, QA/QC procedures and GIS mapping. All project requirements and specifications will be met by the key personnel identified in this section.

PROJECT MANAGEMENT

The completion of hundreds of utility GIS projects by SAM across the country proves the firm’s dedication to information exchange and open communication throughout the project to reach a successful outcome. At the foundation of this approach is our proactive management philosophy, which anticipates challenges, revolves around listening and is committed to partnering. On every project, SAM utilizes a team approach and encourages open communication channels with the client and their stakeholders to reach a successful outcome.

Project Manager, Ethan Herbek, will oversee all aspects of this data collection and GIS mapping project. This includes the kick-off meeting and geodatabase design, establishing cost controls and providing final deliverables and training. Internal metrics and procedures are in place for projects of all sizes and complexities to ensure that timelines and budgets are met.

The organizational chart represents SAM’s proposed team for the City of Lawrenceville project and these professionals draw on over 100 years of combined experience in GIS program development, implementation and customization.

Beyond the proposed team, SAM has over 1,100 employees and can deploy additional resources, staff and technology necessary to ensure that our work for the City of Lawrenceville meets and exceeds all schedules, budgets and expectations. Our staff resources include 165 CADD Technicians, 36 Civil Engineers, 67 Construction Inspectors, seven (7) Construction Managers, three (3) Geodetic Surveyors, 12 GIS Specialists, 92 Professional Land Surveyors, 10 Photogrammetrists, 82 Project Managers, three (3) Remote Sensing Specialists, 11 Contract Compliance Specialists, 33 Geospatial Technicians, 13 Pilots, eight (8) SUE Field Specialists, 87 SUE Field Technicians, 12 SUE Technicians, 157 Survey Crew Chiefs, 176 Survey Field Technicians, seven (7) Utility Construction Inspectors and 22 Utility Coordinators.



Kirk Larson • Project Director • KIRK.LARSON@SAM.BIZ

EXPERIENCE

- SAM: 17 years
- Professional: 29 years

EDUCATION

B.S. Geography, NWMSU -
Maryville, MO

PROJECT MANAGEMENT

- 200+ municipal & utility GPS projects
- Coordinates resources & project schedules
- Administers cost controls
- Serves as contract administrator

Kirk Larson is a Director of GIS Operations at SAM. Since 2005, Kirk has overseen the development and implementation of more than 200 municipal and utility GPS projects. His experience includes working in local government as a GIS Coordinator and in the private sector in various project management roles.

As Project Director, Kirk is responsible for working closely with various levels of client personnel and stakeholders to solidify the scope of work and contractual obligations. On a daily basis, Kirk assists with project management tasks and ensures that project staff, technical planning, project schedules, budgeting, client communication and quality control expectations are being met and/or exceeded.

Kirk's unique understanding and knowledge of utility asset management and GPS field collection positions him as an expert in those fields. To share this expertise and successful approach to similar projects, Kirk attends and presents at numerous industry events on an annual basis that focus on sustaining and growing municipalities and utility companies throughout the Country.

Ethan Herbek, GISP • Project Manager • ETHAN.HERBEK@SAM.BIZ

EXPERIENCE

- SAM: 18 years
- Professional: 18 years

EDUCATION

B.S. Geography/GIS Minor,
NWMSU- Maryville, MO

CERTIFICATIONS

- GIS Professional (GISP) #71950
- National Association of Sewer Service Companies (NASSCO) – Completed Pipeline, Lateral and Manhole Assessment Certification Programs
- OSHA Certified in Occupational Safety and Health Training & Confined Spaces and Traffic Control for Field Engineering & Surveying

Ethan Herbek is experienced in GIS data development and GPS field data collection, serving in multiple management roles that include Municipal Project Supervisor, Field Supervisor, Utility GIS Specialist and Quality Control Manager. Ethan is capable of supervising and conducting all aspects of municipal GIS projects, from geodatabase design and GPS field data collection to GIS data integration and training.

On a daily basis, Ethan coordinates and manages GPS field personnel and GIS technicians. Ethan is also responsible for final geodatabase design to ensure that all aspects of GPS data and attribute collection are synchronized with the overall project plan. Ethan oversees and monitors all safety procedures and supervises day-to-day quality control during the GIS data creation portion of each data collection and asset inventory project.

As Project Manager, Ethan is responsible for the overall daily management of field data collection and GPS field personnel. Ethan ensures that all aspects of GPS data and attribute collection are synchronized with the overall project plan. He leads or attends all on-site project meetings, integrates new data within the existing geodatabase and ensures that any web services are updated as well.

Ryan Schieber • Sr. GIS Specialist • RYAN.SCHIEBER@SAM.BIZ

EXPERIENCE

- SAM: 20 years
- Professional: 20 years

EDUCATION

B.S. Geography & GIS, NWMSU-
Maryville, MO

TECHNICAL EXPERTISE

- Esri ArcGIS Desktop, Pro, Enterprise
- Parcel fabric
- Geocortex®
- E911 addressing
- Geodatabase design
- Software installation and training
- Manages on-site & off-site backups

Ryan Schieber has more than 20 years of experience at SAM and provides a wide range of GIS development and conversion services. As Sr. GIS Specialist, Ryan manages the geodatabase design and coordinates the data development of all projects, oversees and assists with quality control procedures and provides technical support to clients on a daily basis. He is trained in the latest ArcGIS software and applications.

Ryan will use his vast experience in GIS data integration and development in overseeing the GIS program development portion of the project while assisting with any technical support issues, not providing technical support issues.

Chase Young • GIS Solution Analyst • CHASE.YOUNG@SAM.BIZ

EXPERIENCE

- SAM: 8 years
- Professional: 8 years

EDUCATION

B.S. GIS, NWMSU - Maryville, MO

TECHNICAL EXPERTISE

- GPS hardware and software knowledge and support
- Quality control / technical support protocols
- Geodatabase design / maintenance
- Esri ArcGIS Desktop and Pro

Chase Young serves as the GIS Solution Analyst on data development of secondary municipal layers and utility data. Chase has served in multiple capacities since joining SAM including GPS field technician, crew chief and Phase Manager. Chase is responsible for GIS mapping assets and utilities, data conversion and integration, quality control and quality assurance and provides technical support to clients on a daily basis.

Throughout every project, Chase works with the GIS Project Manager and GPS field staff to accurately map field collected data and attribute information into the city's GIS mapping program.

Mitchell Bradshaw • GPS Field Crew Chief

EXPERIENCE

- SAM: 8 years
- Professional: 8 years

TECHNICAL EXPERTISE

- RTK survey-grade GPS- Sokkia GRX1 and GRX 2, Topcon HiPer SR
- Mapping-grade GPS – Trimble Geo7X and R2
- Carlson SurvCE & PC, Collector, ArcPAD

Mitchell Bradshaw has more than eight (8) years of GPS field data collection and utility inspection experience with SAM. His knowledge in GPS data collection procedures and quality control measures ensures accuracy and efficiency on every project. As GPS Field Crew Chief, Mitchell trains all GPS Field Technicians in utilizing RTK survey-grade and mapping-grade GPS equipment. He is knowledgeable at identifying key components of all utility networks. Knowing critical asset types is essential in developing a clean and accurate geodatabase.

Mitchell will lead a GPS field crew to collect utility infrastructure data for the project. He will oversee data collection and inspections and field check all collected data prior to processing that information in the office. Mitchell will maintain communication with city staff when providing on-site GPS and GIS services.

NATIONWIDE GEOSPATIAL EXPERIENCE

Founded in 1994, SAM has grown to become one of the largest providers of geospatial data solutions and construction phase services in the United States. The company offers a complete suite of geospatial services including professional land surveying, airborne/mobile/ terrestrial LiDAR, Geographic Information Systems (GIS), Subsurface Utility Engineering (SUE), Utility Coordination (UC), Building Information Modeling (BIM), aerial mapping, and photogrammetry. SAM also provides construction phase services through its wholly owned subsidiary, SAM-Construction Services, LLC (SAM-CS).

Headquartered in Austin, Texas, and employing more than 1,000 professionals, SAM has the capacity to field more than 200 crews with the ability to mobilize quickly, perform reliably, and consistently provide quality deliverables. Combined with a senior leadership team that has more than 450 years of collective professional experience, SAM is uniquely positioned as a highly capable service provider that is continuously prepared to mobilize quickly, perform reliably, and consistently provide quality deliverables.

SAM's complete geospatial approach gives us the tools and skills to develop efficient and customized solutions for projects of any scale. This gives our clients the benefit of a single point of contact for a comprehensive set of GIS, surveying and mapping products. The size of our available workforce means we are able to use these tools effectively to accomplish even large-scale projects on accelerated schedules. With our focus on quality and timely delivery, we are proud to have a high rate of repeat business and positive client referrals.

SAM specializes in geospatial services for water, sewer, electric utilities and transportation infrastructure. With specialized teams of full-time, trained GPS field technicians, utilizing precision-accurate GPS equipment and cutting-edge Esri software, our staff is dedicated to accurately locating assets and completing inspections and condition assessments for the sole purpose of GIS data integration. Our geospatial services include:

- GPS utility data collection & GIS Mapping
- Aerial Photography Acquisition & Integration
- Geodatabase Design & Maintenance
- Enterprise Implementation & Support
- Utility Inspection & Condition Assessment
- Asset Management Programs
- GIS Data Development
- Data Conversion
- Consulting
- SL-RAT Sewer Acoustic Inspection
- Custom Programming
- Web-Based, Mobile GIS Programs
- Maintenance & Support / Specialized Training
- Safety and procedures
- Establishing work sectors and timelines
- Quality assurance and quality control

For over 20 years, SAM has designed reliable GIS programs on a foundation of the highest accuracy possible and our philosophy of **"Everything GIS. Done Right."** This ensures every project is uniquely designed to accommodate individual client needs and future plans. SAM is consistently hired by clients based on qualifications, as demonstrated by our long-standing experience.

CAPACITY TO ACCOMPLISH WORK

SAM has teams of full-time, trained GPS field technicians, each led by a GPS field crew chief, dedicated to accurately locating utilities and completing inspections for the sole purpose of GIS data integration. GPS field crews at SAM travel throughout the Country providing GPS utility collection services on a daily basis. With crews stationed across the country, mobilization can be done quickly to meet any project budget and schedule.

All GPS field and technical staff at SAM are highly trained in all areas of GPS field collection and utility inspections and utilize precision-accurate GPS equipment and cutting-edge Esri software. Additionally, field staff have completed OSHA and Federal Traffic Safety training.

In addition to our knowledgeable field staff, SAM also maintains the professional staff and capacity to provide technical support to more than 100 clients on an annual basis. We provide service and support to our clients long after the implementation of their GIS data and software solutions. Municipal and utility clients also rely on SAM to periodically maintain their utility GIS program with GPS field updates. We are confident in our ability to provide exceptional GIS data collection services on projects of all sizes and complexities, while providing timely and outstanding technical support to each and every client.

SPECIALIZED EXPERIENCE

In the last five (5) years alone, the expert field crews of SAM have GPS mapped more than **822,000 assets**. This includes over **11,000 miles** of utility infrastructure across **2.4 million acres of land**. We have also built more than **300 web-based asset management and GIS programs**.

As a full-service professional GIS firm, SAM provides a solid geospatial foundation for all of our clients to ensure the accuracy, integrity and longevity of their GIS programs. We provide exceptional GPS data collection on all projects, completing them on schedule. SAM is unsurpassed for project quality and meeting aggressive deadlines.

For utility data collection projects, our skilled technicians integrate county parcel and ownership data, planning and zoning information, state layers and much more.

The successful outcome of any GIS project requires a "field to finish" approach that starts with accurately collecting field data and leads to a GIS program that provides long-term solutions.

Webster City, Iowa

Matt Alcazar | Engineering Tech / Project Coordinator
malcazar@webstercity.com | 515.832.9151

After several years of attempting in-house GPS locating utility features and hosting their own GIS, Webster City, Iowa got to a point where they needed professional GIS services. City staff was unable to update the GIS as fast as was needed for departments to successfully operate. Unhappy with the lack of progress made in-house, Webster City sought out SAM in 2018 to locate and map storm water, sanitary sewer and electric utility networks and incorporate the data into a GIS database.

SAM utilized RTK survey-grade and mapping-grade technology to map all features in the utility networks, conducting in-field inspections of all attributes resulting in asset management capabilities for the city. When the data collection was complete, SAM built the GIS database in Integrity™, a web-based asset management and GIS solution for municipalities and utility companies developed and hosted by SAM.

Integrity's web-based framework allows a multi-user environment across any platform, including mobile devices. Any authorized user can access the geodatabase from anywhere, both online and offline. Those same authorized users can view, edit, manage and analyze the mapping data that is seamlessly updated for all users.

Today, Webster City has a complete geodatabase with built-in features that allow the city to run custom queries, add and edit features within their utility data layers, conduct hydrant flow tests or valve exercises, run water main or hydrant reports all with pinpoint GPS accuracy and the most up-to-date aerial photography available to the city.

Key staff involved included Kirk Larson, Ethan Herbek, Ryan Schieber, Chase Young and Mitchell Bradshaw.

Detroit Lakes PU

Vernell Roberts | General Manager
vroberts@lakesnet.net | 218.847.7609

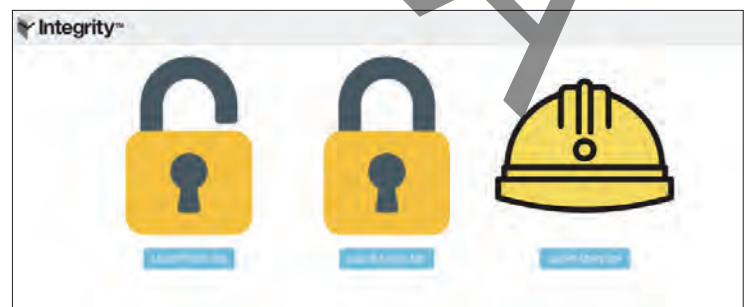
Prior to selecting SAM to develop the city's utility GIS program, the City of Detroit Lakes, Minnesota was in the process of determining the best way to migrate their existing CAD data into an accurate GIS program for multiple users to manage and maintain the city's utility infrastructure. The lake community of approximately 8,600 full-time residents recognized the benefits of GPS locating their utility features and incorporating this data into a GIS program, but internal efforts were tedious and time consuming for their staff.

In 2015, Detroit Lakes Public Utilities selected SAM to collect and develop their GIS information. Over the course of several months, SAM was able to GPS locate and attribute all of the utility features associated with the sanitary sewer, water and primary electric networks throughout the city. The professional field staff at SAM also conducted thorough inspections of the city's sanitary sewer network and incorporated this data into the GIS program. SAM utilized RTK survey-grade GPS technology and custom data collection software to ensure data was collected accurately and in a standardized format.

An Integrity GIS website was created with mobile capabilities for the city to easily view, analyze and edit/update utility data within the GIS program. This project allowed the city to complete several years of their GIS plan in a matter of months. City officials in this thriving community now have the ability to analyze and query utility features and attributes, forecast short and long term maintenance activities and provide accurate data to engineers, while improving efficiencies in responding to sewer overflows, water main breaks and other maintenance needs.

Detroit Lakes wanted portions of their site available to the public, with certain data layers and any editing features left for secure login users only. The Secure site is set up for any edits and workflow items to be created, and the Utility site is for simply viewing the data within the GIS. Both the secure and utility sites are accessible only to staff with login. Integrity provides unlimited user logins at no additional cost.

Key staff involved included Kirk Larson, Ethan Herbek, Ryan Schieber, Chase Young and Mitchell Bradshaw.



Moberly, Missouri

Brian Crane | City Manager
bcrane@cityofmoberly.com | 660.269.8705 ext. 2062

After years of GIS services from a firm that lacked customer service, the City of Moberly, MO selected SAM in 2013 as their new GIS provider and SAM converted all of the city's existing GIS data into Integrity, a web-based GIS program. SAM's unrivaled support and maintenance provides entities such as Moberly access to GIS professionals without long-term contracts.

Over the years SAM has worked with Moberly staff to correct inaccuracies and update the GIS through annual projects or on an as-needed basis. SAM's ongoing GIS projects service the city's utility, zoning, cemetery and sidewalk replacement program data layers. SAM incorporated other layers in the city's GIS include roads and snow routes, county data layers, jurisdictional boundary data, scanned tax map overlays, city cadastral overlays, planimetrics and a number of aerial photography layers dating back to 1997.

In 2014 SAM set up a cemetery GIS website with a public-facing feature Moberly continues to use on-site for visitors to utilize as a database to locate cemetery site locations by occupant name. SAM continues to provide annual updates to the site.

Updates to the zoning and sidewalk replacement data layers continue to be provided by SAM on an as-needed basis. As city ordinances change or construction projects are completed, SAM references the documented changes from Moberly staff to update the GIS accordingly.

Ongoing utility data layer changes provided by SAM added inspection and repair data to Moberly's GIS to supply the Public Works Department with ongoing asset management support.

SAM also consults the City of Moberly on other applications regarding city utilities, including a workorder program that was incorporated into the city's daily workflow.

Key staff involved included Kirk Larson, Ethan Herbek, Ryan Schieber, Chase Young and Mitchell Bradshaw.

Bellevue, Nebraska

Dean Dunn | City Engineer
dean.dunn@bellevue.net | 402.293.3144

The City of Bellevue, Nebraska was in need of GIS services for their storm water infrastructure as well as inventory and inspection services. The job would have taken large amounts of staff time and administration didn't want other duties to slip through the cracks. The city is Nebraska's third-most populated in the state, and a southern suburb of Omaha. This project was critical for Bellevue in order to plan for major infrastructure projects.

Through qualification-based selection, SAM was chosen to conduct GPS field data collection and inventory and inspection of Bellevue's storm water network. First, a geodatabase was developed for the utility infrastructure. The City of Bellevue's infrastructure includes over 3,400 assets over the span of approximately 5,500 acres.

SAM utilized RTK survey-grade GPS technology (+/- 2 cm) to locate the storm water network. Top-side inspections were performed in order to gather all attribute information. All of the utility features, with associated attributes, were mapped into the city's geodatabase and integrated into city's GIS program.

Key staff involved included Kirk Larson, Ethan Herbek, Ryan Schieber, Chase Young and Mitchell Bradshaw.

Listed below are additional clients SAM has provided similar GIS maintenance services to in the last five (5) years. This list does not include every project completed by SAM, but some of the municipality projects relevant to the services expected for Yankton.

Client	Project Description	Contact	Contact Information
City of Abilene, KS	GPS and GIS Data Development for Utilities, Web-based GIS Implementation and Support	John Steiner	(785) 280-2054 john@abilenecityhall.com
City of Adel, IA	GPS and GIS Data Development for Utilities	Kip Overton	(515) 993-4525 koverton@adeliowa.org
City of Algona, IA	GPS and GIS Data Development for Utilities, Web-based GIS Implementation and Support	Curt Wiseman	(515) 295-2411 cwiseman@ci.algona.ia.us
City of Augusta, KS	GPS and GIS Data Development for Utilities, Web-based GIS Implementation and Support	Josh Shaw	(316) 775-4510 jshaw@augustagov.org
City of Basehor, KS	GPS and GIS Data Development for Utilities, Web-based GIS Implementation and Support	Gene Myracle	(913) 724-2000 citysuper@cityofbasehor.org
City of Beeville, KS	GPS and GIS Data Development for Utilities, Web-based GIS Implementation and Support	John Benson	(361) 358-4641 john.benson@beevilletx.org
City of Bondurant, IA	GPS and GIS Data Development for Utilities, Web-based GIS Implementation and Support	John Horton	(515) 971-6856 jhorton@cityofbondurant.com

SAM, LLC: Attachment A

City of Brookfield, MO	GPS and GIS Data Development for Utilities & Cemetery	Burnie Hicks	(660) 258-3377 bhicks@brookfieldcity.com
City of Burlington, IA	GPS and GIS Data Development for Utilities	Jesse Howe	(319) 753-8124 howej@burlingtoniowa.org
City of Cameron, MO	GPS and GIS Data Development for Utilities	Paul Rinehart	(816) 632-2177 h20plant@cameronmo.com
City of Lumberton, NC	GIS Data Development and Updates	Brandon Love	(910) 671-3976 blove@ci.lumberton.nc.us
City of Marshfield, MO	GPS and GIS Data Development and Updates, Web-based GIS Implementation & Support	Richard Nevills	(417) 943-0008 rnevills@marshfieldmo.gov
City of Marysville, KS	GPS and GIS Data Development and Updates, Web-based GIS Implementation & Support	Austin St. John	(785) 562-5331 cityadm@bluevalley.net
City of Memphis, MO	GPS and GIS Data Development and Updates, Web-based GIS Implementation & Support	Stacy Alexander	(660) 465-2013 delcobose@yahoo.com
City of North KC, MO	GPS and GIS Data Updates for Utilities	John Sponsler	(816) 274-6022 jsponsler@nkc.org
City of Onawa, IA	GIS Data Development & Updates for Utilities, Web-based GIS Implementation & Support	John Casady	(712) 433-1236 jcasady@onawa.com
City of Osage, IA	GIS Data Development & Updates for Utilities, Web-based GIS Implementation & Support	Jerry Dunlay	(641) 732-3709 jdunlay@osage.net
City of Osceola, IA	GPS and GIS Data Updates for Utilities	Ty Wheeler	(641) 342-2377 oscadmin@iowatelecom.net
City of Ottawa, KS	GPS and GIS Data Updates for Utilities	Dennis Tharp	(785) 214-4260 dtharp@ottawaks.gov
City of Ozark, MO	Master Service Agreement for GPS and GIS Development and Updates for municipal data	John McCart	(417) 581-2407 jmccart@ozarkmissouri.org
City of Perry, IA	GIS Data Development and Updates for Utilities	Jack Butler	(515) 465-2481 jack.butler@perryia.org
City of Pratt, KS	GIS Data Development & Updates for Utilities, Web-based GIS Implementation & Support	Jamie Huber	(620) 672-6446 jhuber@cityofprattks.com
City of Richmond, MO	GIS Data Development for Cemetery	Lisa Hastings	(816) 776-5304 lhastings@cityofrichmondmo.org
City of Rock Rapids, IA	GIS Data Development & Updates for Utilities, Web-based GIS Implementation & Support	Jim Hoye	(712) 472-2511 jhoye@rockrapids.net
City of Rose Hill, KS	GPS and GIS Data Development & Updates, Web-based GIS Implementation and Support	Kelly Mendoza	(316) 776-2712 kmendoza@cityofrosehill.com
City of Sedalia, MO	GPS and GIS Data Updates for Utilities	Devin Lake	(660) 827-3000 dlake@cityofsedalia.com
City of Sgt. Bluff, IA	GPS and GIS Data Updates for Utilities	Mark Huntley	(712) 943-9615 mark@cityofsergeantbluff.com
City of Sibley, IA	GPS and GIS Data Development & Updates, Web-based GIS Implementation and Support	Cory Dykstra	(712) 754-2541 sibleywater@premieronline.net
City of Sioux Center, IA	GPS and GIS Data Development & Updates, Web-based GIS Implementation and Support	Randy Haarsma	(712) 722-0761 locator@siouxcenter.org
City of St. Joseph, MO	GPS and GIS Data Development & Updates	Andy Clements	(816) 271-5324 aclements@stjoemo.org
City of Superior, NE	GPS and GIS Data Development & Updates, Web-based GIS Implementation and Support	Andrew Brittenham	(402) 879-4711 abrittenham@cityofsuperior.net
City of Tiffin, IA	GPS and GIS Data Development & Updates, Web-based GIS Implementation and Support	Doug Boldt	(319) 545-2572 dboldt@tiffin-iowa.org
City of Trenton, MO	GPS and GIS Data Development and Updates	Rosetta Marsh	(660) 359-2013 rmarsh@trentonmo.com
City of Vandalia, MO	GPS and GIS Data Development for Utilities & Transportation	Darren Berry	(573) 473-5822 dberry@vandaliamo.net
City of Wellington, KS	GPS and GIS Data Development and Updates, Web-based GIS Implementation and Support	Jason Newberry	(620) 326-3631 jasonnewberry@cityofwellington.net

SAM, LLC: Attachment A

The pricing listed below is itemized and presented as lump sum per utility network to complete the scope of work requested in the Request for Qualifications for the Geographic Information System (GIS) Mapping Project.

GPS DATA COLLECTION & GIS DEVELOPMENT

Water Utility Network	\$59,410.00
Sanitary Sewer Utility Network	\$116,970.00

Attachment A

Memorandum #22-80

To: Amy Leon, City Manager
From: Brad Bies, Community Development Manager
Subject: 2022 Sidewalk Cafe Permit Application-100 East 3rd Street DBA Walnut Tavern
Date: April 28, 2022

Attached is a Sidewalk Cafe Permit Application for 100 West 3rd Street doing business as Walnut Tavern. The application as submitted meets the minimum ordinance requirements. A permit is valid for a calendar year. The cafe design is the same as the previous year.

Sidewalk Cafes are permitted in specifically identified areas of a B-3 Central Business District. Several considerations included in the approval of permits are:

- Outdoor food or beverage sales and dining may only occur on the sidewalks that are adjacent to the building or structure in which the business is located.
- A five-foot wide pedestrian zone must be maintained, not including the curb zone, the two-foot area nearest the curb. The pedestrian zone shall be kept easily navigable. Once approved, the location of the pedestrian zone cannot change without City Commission action in the form of an amendment to the existing permit, or as part of the annual renewal process.
- The City Commission may adjust the location of the requested pedestrian zone as a part of their action on the application.
- No food or beverage service devices can be attached to the sidewalk or other public areas without approval.
- All equipment must be moved indoors during non-business hours, unless the tables and chairs are secured in an approved manner or constructed of such material and placed so that they cannot be inadvertently moved or blown by the wind. Residential style plastic chairs and tables are not permitted.
- All garbage and cigarette refuse containers must be specifically manufactured for their intended use. The outdoor cafe area must be monitored and cleared of empty cans, bottles and other refuse during business hours and at closing time. Sidewalk areas shall be swept and cleaned as needed.

Respectfully Submitted,



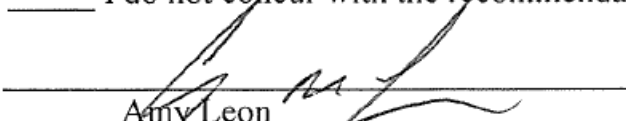
Brad Bies
Community Development Manager

Recommendation: It is recommended that the City Commission approve Memorandum #22-80 granting a Sidewalk Cafe Permit to 100 West 3rd Street doing business as Walnut Tavern.

Attachments

I concur with the recommendation.

I do not concur with the recommendation.



Amy Leon
City Manager

____ Roll Call

CITY OF YANKTON

Sidewalk Cafe Permit Application

Annual permit for calendar year: 2022

Permit No. _____

Permit Fee: \$25.00

Please note: the application must be reviewed and approved by the City Commission before sidewalk cafe activities may begin.

Legal Description

Address 100 W 3rd St Yankton S.D. 57478

Owner	Mailing Address	Phone Number
<u>Gerald Koster</u>	<u>100 W 3rd</u>	<u>605-665-5943</u>

Operator/Contact Person	Mailing Address	Phone Number
<u>Tina Koster</u>	<u>100 W 3rd</u>	<u>605-760-4489</u>

Sidewalk cafe activities are only allowed in the **sidewalk cafe zone** as described in the City of Yankton's Sidewalk Cafe Ordinance.

- Public Sidewalk Use Zones* shall be defined as:
1. Curb zone: Two feet from the face of the curb toward the private property line.
 2. Pedestrian zone: A five foot wide corridor on the sidewalk not including the curb zone.
 3. Sidewalk cafe permit zone: Remaining area of the public sidewalk not included in the curb zone or pedestrian zone. Sidewalk cafes may be located in this zone.

Site Plan Requirement

Please note this permit application must be accompanied by a site plan to scale showing the above described use zones and proposed sidewalk cafe request. The plan should also indicate all items to be placed on the sidewalk: tables, chairs, decorations, serving equipment, etc...

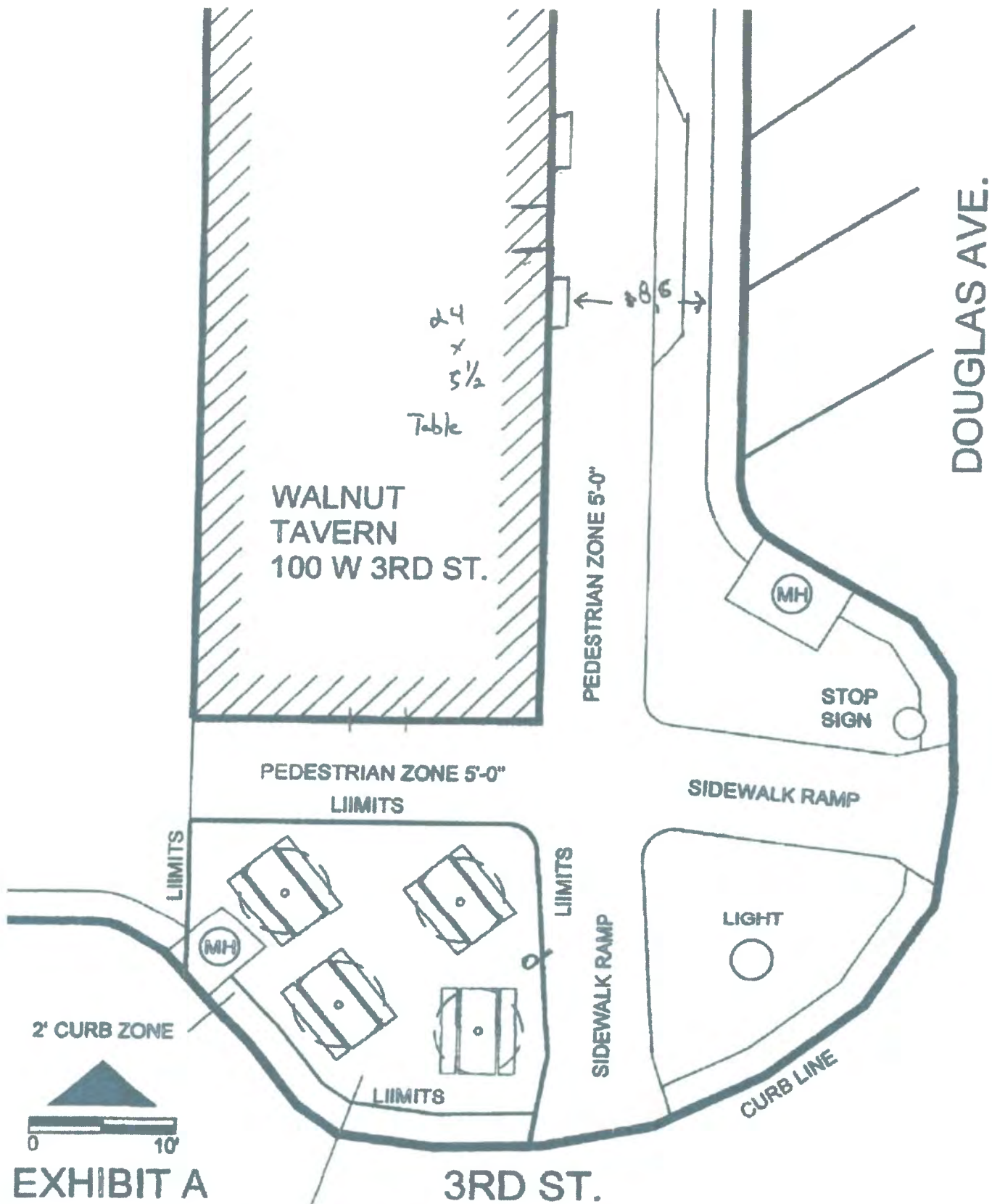
Additional comments (Please describe the items to be placed on the sidewalk and the how they will be stored/secured)

there will be the three tables in the front of the building with chairs, a garbage can next, two tables by the back door with a garbage can in each table. umbrellas will be removed nightly.

Gerald Koster 4/22/22
 Signature of Owner or Authorized Agent (Date)

 City of Yankton Authorized Agent (Date)

I certify that I am aware of the terms and conditions of the Sidewalk Cafe Permit and I agree to comply with all requirements of the associated City of Yankton Sidewalk Cafe Ordinance. Any person who violates any of the provisions of this ordinance may have their permit revoked and is further subject to the penalties described in Section 1-8 in the Code of Ordinances for the City of Yankton, South Dakota.



(4) 6' X 5' TABLES WITH UMBRELLAS, PLACED AS SHOWN

EXHIBIT A

Memorandum #22-82

To: Amy Leon, City Manager
From: Brittany LaCroix, Events and Promotions Coordinator
Subject: Music at the Meridian Concert Series
Date: April 13, 2022

Music at the Meridian is back for its 6th season. Music at the Meridian is a summer concert series organized by the Parks, Recreation and City Events Department on Thursday nights at The Lawn at the Meridian Plaza. The series dates are as followed: 7/7, 7/14, 7/21, 7/28, 8/4, 8/11, 8/18 and 8/25.

Music at the Meridian acts feature different genres each week. Local openers will play from 5:00-6:00pm with the headlining act on stage from 6:30pm-8:30pm. The public parking lot west of the Meridian Bridge and Riverside Drive from the driveway of the water treatment plant parking lot to the east of the alley along The Lawn will be closed during the day for set up and throughout the entire event.

The event is designed to attract the after-work crowd, Meridian Bridge enthusiasts, families with kids who can run and play in the green spaces or enjoy the spray jets at the plaza, and citizens who want a pleasant social experience on the banks of the beautiful Missouri River. Attendees will be encouraged to bring their own lawn chairs or blankets for seating.

The Meridian Mural will continue again this year and local food trucks and local breweries will also be set up at The Lawn. Bens Brewing Co and Backspace Brewery will be splitting the summer at Music at the Meridian.

The Department is asking for the City Manager to be granted the ability to sign all documents/contracts for the event.

Recommendation: It is recommended that the Commission approve the Music at the Meridian Concert Series and grant the City Manager the ability to sign all documents/contracts for the event.

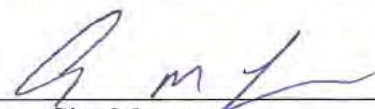
Respectfully submitted,



Brittany LaCroix
 Events and Promotions Coordinator

I concur with the recommendation.

I do not concur with the recommendation.



 Amy Leon, City Manager

_____ Roll call

Memorandum #22-83

To: *Amy Leon, City Manager*
From: *Brittany LaCroix, Events and Promotions Coordinator*
Subject: *Kids in the Park*
Date: *May 5, 2022*

Kids in the Park is a 2nd year event organized by the Parks, Recreation and City Events Department. This reoccurring event will be held on Saturday mornings in June from 9:30am-11:30am in Fantle Memorial Park near disc golf hole #14, just south of the playground. Each week will feature different entertainment designed for young kids and their families.

In 2021, the first 3 weeks of Kids in the Park had over 500 people in attendance, but the last 2 weeks the attendance barely hit 100. We put out a survey on the Yankton Parks and Rec Facebook page to get feedback of the event and find out what was causing such a big difference. The majority had voted to change the event from Saturdays in July to June due to family vacations or other sporting obligations.

Kids in the Park consists of 3 main segments to the event.

9:30-10:00am – Move n Groove

10:00-10:45am – LIVE!

10:45-11:30am – Explore More

Kids in the Park 2022 Schedule:

June 4th – Mad Science

June 11th – Koo Koo KangaRoo

June 18th – Omaha Street Percussion

June 25th – charActors performance and meet + greet

July 2nd – The Zoo Man

Parks, Recreation and City Events will utilize the stage purchased for events for the entertainers and will also utilize local sound production. Attendees are encouraged to bring their own chair or blankets for seating in the grassy areas.

Community partnerships are important to the Parks, Recreation and City Events Department. For the Move n Groove and Explore More segments of the event, we partner with local organizations to lead or set up stations. It is a fun way to showcase what Yankton has to offer while also allowing the organizations to gain a little more exposure. We will continue to work with outside organizations and businesses to bring a fun and unique atmosphere to the Kids in the Park event.

The Department is asking for the City Manager to be granted the ability to sign all documents/contracts needed for the event.

_____ Roll call

Recommendation: It is recommended that the Commission approve the Kids in the Park event series and allow for the City Manager to be granted the ability to sign all documents/contracts needed for the event.

Respectfully submitted,



Brittany LaCroix
Events and Promotions Coordinator

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



Amy Leon, City Manager

____ Roll call

Memorandum #22-81

To: Amy Leon, City Manager
From: Brittany LaCroix, Events and Promotions Coordinator
Subject: Request by the Parks and Recreation Department for a Fireworks Public Display on July 4, 2022
Date: May 3, 2022

The City of Yankton Parks and Recreation Department is requesting the approval of a public fireworks display within the city limits on July 4, 2022 located on the top level of the Meridian Bridge. Staff will follow city procedure of closing the bridge to pedestrian traffic. The bridge will close no earlier than 8:00am for set-up by Premier Pyrotechnics staff on July 4, 2022 and will remain closed during the day. The bridge will open back up for pedestrian use by 6:00am on July 5, 2022. Per municipal code, this request needs to be approved by the City Commission. The fire department has reviewed the request and is comfortable with the request being approved.

Recommendation: It is recommended that the Commission approve the request for a public firework display hosted by Parks and Recreation on July 4, 2022.

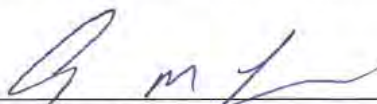
Respectfully submitted,



Brittany LaCroix
Events & Promotions Coordinator

I concur with the recommendation.

I do not concur with the recommendation.



Amy Leon, City Manager

____ Roll call

FIREWORKS PUBLIC DISPLAY PERMIT FOR YANKTON COUNTY

PERMIT # 41322
(USE APPLICATION PICKUP DATE FOR PERMIT #)

NAME OF APPLICANT Yankton Parks + Recreation

ADDRESS 1900 Ferdig St CITY Yankton STATE SD ZIP 57078

PHONE _____ CELL _____ OTHER _____

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

NAME Premier ^{Pyro-}technics ADDRESS _____ CITY _____ STATE _____ ZIP _____

NAME _____ ADDRESS _____ CITY _____ STATE _____ ZIP _____

DATE/TIME DISPLAY TO DISCHARGED July 4, 2022 @ 10 pm

LOCATION DISPLAY WILL BE DISCHARGED Top level of Meridian Bridge

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

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

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

DATED THIS 13 DAY OF April, 2022. Brittany LaChoir
Signature of applicant

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

FIRE DEPARTMENT SIGNATURE /TITLE Lay E. Niple DATE _____

LAW ENFORCEMENT SIGNATURE/TITLE Paul C. Vlahakis Sheriff DATE _____

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

MEMORANDUM #22-84

To: Amy Leon, City Manager
From: Al Viereck, Finance Officer
Date: May 3, 2022
Subject: Resolution 22-18 for CW / Wastewater Improvements

In continuing action related to wastewater improvements, the City of Yankton was approved for a \$23,318,450.00 Clean Water State Revolving Fund (SRF) Loan. The attached Authorizing Resolution #22-18 identifies a funding source for the wastewater improvements and authorizes issuance and sale of revenue bonds. The loan terms are 2 percent for 20 years.

The City has identified the need to make substantial improvements to our wastewater system treatment facility including a new grit removal system with grit chambers, washers, and classifiers, new UV equipment, installation of a mixing system, and other structural repairs and electrical improvements. This project also received a \$16,681,550 ARPA grant, and a \$2,000,000 Consolidated Water Facilities Construction Program grant for improvements at the wastewater treatment facility.

It is recommended that the City Commission consider the adoption of Authorizing Resolution #22-18.

Respectfully submitted,

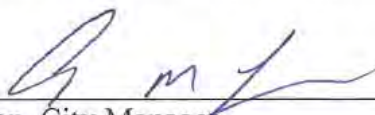


Al Viereck
Finance Officer

It is recommended that the City Commission consider the adoption of Authorizing Resolution #22-18.

I concur with the recommendation.

I do not concur with the recommendation.



Amy Leon, City Manager

____ Roll call



**DEPARTMENT of AGRICULTURE
and NATURAL RESOURCES**

JOE FOSS BUILDING
523 E CAPITOL AVE
PIERRE SD 57501-3182
danr.sd.gov

April 26, 2022

Ms. Amy Leon, City Manager
City of Yankton
PO Box 176
Yankton, SD 57078

Dear Ms. Leon:

Congratulations! It is my pleasure to inform you that on April 13, 2022, the Board of Water and Natural Resources approved a \$23,318,450 Clean Water State Revolving Fund loan, a \$2,000,000 Consolidated Grant, and a \$16,681,550 American Rescue Plan Act Grant to the city of Yankton for its wastewater treatment plant improvements project. The term of the Clean Water loan is 2.00 percent for 20 years. The Board of Water and Natural Resources also approved a \$7,200,000 Clean Water State Revolving fund loan for the wastewater collection improvements project. The term of the Clean Water loan is 2.00 percent for 20 years. The Board of Water and Natural Resources also approved a \$8,202,000 Drinking Water State Revolving Fund Loan for the distribution and storage improvements project. The term of the Drinking Water loan is 1.875 percent for 20 years

The city is to be commended for its efforts to upgrade its water system and wastewater system. Yankton's applications through the state water planning process made this financial assistance possible.

Your projects have been assigned to Drew Huisken who will serve as the department's point of contact. Drew is a Natural Resources Engineer who will assist you with the loan, so please contact him at 605-773-5092 or Drew.Huisken@state.sd.us if you have any questions.

Congratulations again, and we look forward to the successful completion of your projects.

Sincerely,

Hunter Roberts
Secretary

cc: Brian McGinnis, Planning & Development District III, Yankton
Eric Ambrosion, Planning & Development District III
DelRon Peters, P.E., HDR, Sioux Falls
Gabe Laber, P.E., HDR, Sioux Falls
Todd Meierhenry, Meierhenry Sargent LLP, Sioux Falls

RESOLUTION NO. 22-18

RESOLUTION GIVING APPROVAL TO CERTAIN SEWER FACILITIES IMPROVEMENTS; GIVING APPROVAL TO THE ISSUANCE AND SALE OF A REVENUE BOND TO FINANCE, DIRECTLY OR INDIRECTLY, THE IMPROVEMENTS TO THE FACILITIES; APPROVING THE FORM OF THE LOAN AGREEMENT AND THE REVENUE BOND AND PLEDGING PROJECT REVENUES AND COLLATERAL TO SECURE THE PAYMENT OF THE REVENUE BOND; AND CREATING SPECIAL FUNDS AND ACCOUNTS FOR THE ADMINISTRATION OF FUNDS FOR OPERATION OF THE SYSTEM AND RETIREMENT OF THE REVENUE BOND AND PROVIDING FOR A SEGREGATED SPECIAL CHARGE OR SURCHARGE FOR THE PAYMENT OF THE BONDS.

WHEREAS, one of the purposes of SDCL Chapter 9-40 (the “Act”) as found and determined by the Legislature is to provide for financing the acquisition, maintenance, operation, extension or improvement of any system or part of any system for the collection, treatment and disposal of sewage and other domestic, commercial and industrial wastes; or any system for the control of floods and drainage; or any combination thereof, together with extensions, additions, and necessary appurtenances; and,

WHEREAS, a municipality is authorized by Section 6 of the Act to issue revenue bonds to defray the cost of extensions, additions and improvements to any utility previously owned without pledging its credit and is authorized to pledge the net income or revenues from the Project in accordance with Section 15 of the Act; and,

WHEREAS, the City of Yankton (the “City”) currently operates a sewer system for the collection, treatment and disposal of sewage and other domestic, commercial and industrial wastes; and for the control of floods and drainage and has determined that improvements to the sewer facilities are necessary for the conduct of its governmental programs and qualifies as an improvement, extension or addition to its sewer system; and,

WHEREAS, the City has determined to issue its revenue bonds to finance the improvements to its sewer system for the purpose of collecting, treating and disposing of sewage and other domestic, commercial and industrial wastes (the “System”) and has applied to the South Dakota Conservancy District (the “District”) for a Clean Water State Revolving Fund Loan to finance the improvements;

WHEREAS, the City shall adopt special rates or surcharges for the improvements to be pledged, segregated and used for the payment of the Bonds.

NOW THEREFORE BE IT RESOLVED by the City as follows:

SECTION 1. Definitions. The terms when used in this Resolution shall have the following meanings set forth in this section unless the context clearly requires otherwise. All terms used in

this Resolution which are not defined herein shall have the meanings assigned to them in the Loan Agreement unless the context clearly otherwise requires.

“**Act**” means South Dakota Codified Laws Chapter 9-40.

“**Loan**” means the Loan made by the South Dakota Conservancy District to the City pursuant to the terms of the Loan Agreement and as evidenced by the Revenue Bond.

“**Project**” means the City of Yankton Treatment Plant Improvements.

“**Revenue Bond**” means the revenue bond or bonds issued the date of the Loan Agreement by the City to the South Dakota Conservancy District to evidence the City’s obligation to repay the principal of and pay interest and Administrative Expense Surcharge on the Loan.

“**System**” means the City’s system of collecting, treating and disposing of sewage and other domestic, commercial and industrial wastes.

SECTION 2. Declaration of Necessity and Findings.

2.1.1. Declaration of Necessity. The City hereby determines and declares it is necessary to construct and finance improvements to its System described as the Project.

2.2. Findings. The City does hereby find as follows:

2.2.1. The City hereby expressly finds that if the Project is not undertaken, the System will pose a health hazard to the City and its inhabitants and will make the City unable to comply with state and federal law.

2.2.2. Because of the functional interdependence of the various portions of the System, the fact that the System may not lawfully operate unless it complies with State and federal laws, including SDCL Chapter 34A-2, and the federal Clean Water Act, and the nature of the improvements financed, the City hereby finds and determines that the Project will substantially benefit the entire System and all of its users within the meaning of Sections 15 and 17 of the Act.

2.2.3. The City hereby determines and finds that for the purposes of the Act, including, in particular, Sections 15 and 17 of the Act, only the net income from the Project financed by the Revenue Bond be pledged for its payment.

SECTION 3. Authorization of Loan, Pledge of Revenue and Security.

3.1. Authorization of Loan. The City hereby determines and declares it necessary to finance up to \$23,318,450 of the costs of the Project through the issuance of bonds payable from the revenue of the Project and other funds secured by the City. The City hereby determines that

because the Revenue Bond is issued in connection with a financing agreement described in SDCL 46A-1-49, pursuant to Section 15 of the Act no election is required to issue the Revenue Bond.

3.2. Approval of Loan Agreement. The execution and delivery of the Revenue Obligation Loan Agreement (the “Loan Agreement”), the form of which is on file with the Finance Officer (the “Finance Officer”) and open to public inspection, between the City as Borrower and the District, is hereby in all respects authorized, approved and confirmed, and the Mayor and Finance Officer are hereby authorized and directed to execute and deliver the Loan Agreement in the form and content attached hereto, with such changes as the Attorney for the City deems appropriate and approves, for and on behalf of the City. The Mayor and Finance Officer are hereby further authorized and directed to implement and perform the covenants and obligations of the City set forth in or required by the Loan Agreement. The Loan Agreement herein referred to and made a part of this Resolution is on file in the office of the Finance Officer and is available for inspection by any interested party.

3.3. Approval of Revenue Bond. The issuance of a revenue bond in a principal amount not to exceed \$23,318,450 as determined according to the Loan Agreement in the form and content set forth in Appendix B attached to the form of Loan Agreement (the “Revenue Bond”) shall be and the same is, in all respects, hereby authorized, approved, and confirmed and the Mayor, Finance Officer, and other appropriate officials shall be and are hereby authorized and directed to execute and seal the Revenue Bond and deliver the Revenue Bond to the District, for and on behalf of the City, upon receipt of the purchase price, and to use the proceeds thereof in the manner set forth in the Loan Agreement. The Mayor and Finance Officer are hereby authorized to approve the final terms of the Revenue Bond and their execution and delivery thereof shall evidence that approval. The Revenue Bond shall be issued under the authority of SDCL Chapter 9-40 and SDCL Chapter 6-8B, and the provisions of the Act are hereby expressly incorporated herein as provided in Section 19 of the Act.

3.4. Pledge of Revenues. The Revenue Bond together with the interest thereon, shall not constitute a charge against the City's general credit or taxing power, but shall be a limited obligation of the City payable solely out of the Project Debt Service Account, which payments, revenues and receipts are hereby and in the Loan Agreement pledged and assigned for the equal and ratable payments of the Revenue Bond and shall be used for no other purpose than to pay the principal of, interest and Administrative Surcharge on the Revenue Bond, except as may be otherwise expressly authorized in the Loan Agreement (including the purpose of securing Additional Bonds issued as permitted by the terms thereof). The City covenants and agrees to charge rates for all services from the Project or establish special charges or surcharges which will be sufficient to provide for the payments upon the Revenue Bond issued hereunder as and when the same become due, and as may be necessary to provide for the operation and maintenance and repairs of the Project, and depreciation, and the Rate Resolution shall be revised from time to time so as to produce these amounts. The City hereby reserves the right to determine on a periodic basis the appropriate allocation of operation and maintenance expenses, depreciation, repair and reserves associated with the facilities financed with the Revenue Bond, provided that such determination of allocable operation and maintenance expenses shall in no event abrogate,

abridge or otherwise contravene the covenant of the City set forth in this Section 3 or any other covenant or agreement in the Loan Agreement.

SECTION 4. Special Charge or Surcharge for Revenue Bond.

4.1. The City does hereby create the Revenue Bond Special-Surcharge District (the “Surcharge District”) which shall include all users which benefit from the Project. There shall be charged a special charge or surcharge pursuant to Section 15 of the Act for the services provided by Project financed by the Revenue Bond. The special charge or surcharge shall be segregated from other revenues of the System and shall be used for the payment of the Revenue Bond. The special charge or surcharge shall create net income, remaining from time to time after first paying all reasonable and current expenses of maintenance, repairs, replacements and operation, sufficient to fund interest, reserve and debt service fund annual requirements and shall be 110% of the debt service requirements on the Revenue Bond.

4.2. Rates and collection. The rate herein specific will be collected as a special charge or surcharge for the Project. This special charge or surcharge shall remain in effect until such time as the Revenue Bond is defeased or paid in full.

4.3. Initial Surcharge. The initial special charge or surcharge shall be set by resolution and collected at the same time as other charges of the utility. All users within the Surcharge District which benefit from the Project, current and future, shall be charged the special charge or surcharge. The special charge or surcharge is found to be equitable for the services provided by the Project. The special charge or surcharge shall begin at such time as will produce sufficient revenue to pay principal of, interest and Administrative Surcharge on the Revenue Bond when due.

4.4. Segregation. The Finance Officer shall set up bookkeeping accounts in accordance with South Dakota Legislative Audit guidelines for the segregation of the revenue, special charges and surcharges.

4.5. Periodic review. The amount of the surcharge shall be reviewed from time to time, not less than yearly, and shall be modified in order to produce such funds as are necessary and required to comply with the Loan Agreement’s rate covenant and to pay principal of, interest and Administrative Surcharge on the Revenue Bond when due. The surcharge may be set by resolution in accordance with this Section. The rate resolution shall be necessary for the support of government and shall be effective upon passage.

SECTION 5. Additional Bonds. As permitted by Sections 8 and 9 of the Act, Additional Bonds payable from revenues and income of the System or Project may be issued, as permitted in the Loan Agreement, and no provision of this Resolution shall have the effect of restricting the issuance of, or impairing the lien of, such additional parity bonds with respect to the net revenues or income from the extensions, additions or improvements. The City shall have the right to issue additional bonds secured by a lien subordinate to the lien from the Revenue Bond pursuant to the Loan Agreement.

SECTION 6. Project Fund Accounts. For the purpose of application and proper allocation of the income of the Project and to secure the payment of principal, Administrative Surcharge and interest on the Revenue Bond, the following mandatory asset segregations shall be included in the sewer system account of the City and shall be used solely for the following respective purposes until payment in full of the principal of and interest on the Revenue Bond:

6.1. Project Revenue Account. There shall be deposited periodically into the Project Revenue Account the net revenues as defined in Section 17 of the Act derived from the operation of the Project collected pursuant to the resolutions and ordinances of the City of Yankton, South Dakota (collectively the “Rate Resolution”). Moneys from the Project Revenue Account shall be transferred periodically into separate funds and accounts as provided below.

6.2. Project Debt Service Account. Out of the revenues in the Project Revenue Account, there shall be set aside no later than the 25th day of each month into the account designated Project Debt Service Account, a sum sufficient to provide for the payment as the same become due of the next maturing principal of, interest and Administrative Surcharge on the Revenue Bonds and any reserve determined by the City’s governing body to be necessary. The amount set aside monthly shall be not less than one-third of the total principal, interest, and Administrative Surcharge payable on the following February 15, May 15, August 15 or November 15 and if there shall be any deficiency in the amount previously set aside, then the amount of such deficiency shall be added to the current requirement.

6.3. Depreciation Account. There shall be established a General Depreciation Account. Out of the revenues of the Project Revenue Account there shall be set aside each month into the General Depreciation Account an amount determined by the Common Council to be a proper and adequate amount for repair and depreciation of the Project.

6.4. Project Surplus Account. There shall be established the Project Surplus Account. Revenues remaining in the Project Revenue Account at the end of any fiscal year after all periodic transfers have been made therefrom as above required, shall be deemed to be surplus and shall be transferred to the Project Surplus Account. If at any time there shall exist any default in making any periodic transfer to the Project Debt Service Account, the Common Council shall authorize the Finance Officer to rectify such default so far as possible by the transfer of money from the Project Surplus Account. If any such default shall exist as to more than one account or fund at any time, then such transfer shall be made in the order such funds and accounts are listed above.

When not required to restore a current deficiency in the Project Debt Service Account, moneys in the Project Surplus Account from time to time may be used for any of the following purposes and not otherwise:

- (a) To redeem and prepay the Revenue Bond when and as such Revenue Bond becomes prepayable according to its terms;

(b) To pay for repairs of or for the construction and installation of improvements or additions to the System; and, if the balances in the Project Debt Service Account and the Project Depreciation Account are sufficient to meet all payments required or reasonably anticipated to be made there from prior to the end of the then current fiscal year, then:

(c) To be held as a reserve for redemption and prepayment of any bonds of the System which are not then but will later be prepayable according to their terms; or

(d) To be used for any other authorized municipal purpose designated by the Common Council.

(e) No moneys shall at any time be transferred from the Project Surplus Account or any other account of the Fund to any other fund of the City, nor shall such moneys at any time be loaned to other municipal funds or invested in warrants, special improvements bonds or other obligations payable from other funds, except as provided in this Section.

SECTION 7. Approval of Paying Agent/Registrar. The Revenue Bond shall be payable at the office of U.S. Bank National Association, St. Paul, Minnesota, hereby designated as paying agent and registrar.

SECTION 8. Approval of Bond Counsel. Meierhenry Sargent LLP is hereby retained as Bond Counsel with respect to the Revenue Bond.

SECTION 9. Tax Matters. The Interest on the Revenue Bond shall be excludable from gross income for federal income tax purposes under the Internal Revenue Code of 1986, as amended (“the Code”) and applicable Treasury Regulations (the “Regulations”).

SECTION 10. Covenants. The City hereby covenants and agrees with the District and other owners of the Revenue Bond as follows:

10.1. The City will punctually perform all duties with reference to the Project, the System and the Revenue Bond required by the constitution and laws of the State of South Dakota and by this Resolution.

10.2. The City agrees and covenants that it will promptly construct the improvements included in the Project.

10.3. The City covenants and agrees that pursuant to Sections 25 through 27 of the Act, the lawful holders of the Revenue Bond shall have a statutory mortgage lien upon the Project and the extensions, additions and improvements thereto acquired pursuant to the Act, until the payment in full of the principal and interest on the Revenue Bond, and the City agrees not to sell or otherwise dispose of the System, the Project, or any substantial part thereof, except as provided in the Loan Agreement and shall not establish, authorize or grant a franchise for the operation of any other utility supplying like products or

services in competition therewith, or permit any person, firm or corporation to compete with it in the distribution of water for municipal, industrial, and domestic purposes within the City.

10.4. The City covenants and agrees with the District and other owners of the Revenue Bond that it will maintain the System in good condition and operate the same in an efficient manner and at a reasonable cost, so long as any portion of the Revenue Bond remains outstanding; that it will maintain insurance on the System for the benefit of the holders of the Revenue Bond in an amount which usually would be carried by private companies in a similar type of business; that it will prepare, keep and file records, statements and accounts as provided for in this Resolution and the Loan Agreement. The Revenue Bond shall refer expressly to this Resolution and the Act and shall state that it is subject to all provisions and limitations thereof pursuant to Section 19 of the Act.

SECTION 11. Depositories. The Finance Officer shall cause all moneys pertaining to the Funds and Accounts to be deposited as received with one or more banks which are duly qualified public depositories under the provisions of SDCL Ch. 4-6A, in a deposit account or accounts, which shall be maintained separate and apart from all other accounts of the City, so long as any of the Bonds and the interest thereon shall remain unpaid. Any of such moneys not necessary for immediate use may be deposited with such depository banks in savings or time deposits. No money shall at any time be withdrawn from such deposit accounts except for the purposes of the Funds and Accounts as authorized in this Resolution; except that moneys from time to time on hand in the Funds and Accounts may at any time, in the discretion of the City's governing body, be invested in securities permitted by the provisions of SDCL 4-5-6; provided, however, that the Depreciation Fund may be invested in such securities maturing not later than ten years from the date of the investment. Income received from the deposit or investment of moneys shall be credited to the Fund or Account from whose moneys the deposit was made or the investment was purchased, and handled and accounted for in the same manner as other moneys therein.

SECTION 12. Consent to Appointment. In the event of mismanagement of the Project, a default in the payment of the principal or interest of the Revenue Bond, or in any other condition thereof materially affecting the lawful holder of the Revenue Bond, or if the revenues of the Project are dissipated, wasted or diverted from their proper application as set forth in the Loan Agreement, Revenue Bond, or herein, the City hereby consents to the appointment of a receiver pursuant to Section 33 of the Act, and agrees that the receiver will have the powers set forth therein, and in Sections 34 and 35 of the Act to operate and administer the Project, and charge and collect rates as described therein.

SECTION 13. Severability. If any section, paragraph, clause or provision of this Resolution, the Loan Agreement, the Revenue Bond, or any other Loan Document shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Resolution or said Loan Agreement, Revenue Bond, or any other Loan Document.

SECTION 14. Repeal of Resolution. At such time as the Revenue Bond is defeased or paid in full, this Resolution and the special charge or surcharge shall automatically be repealed without any further action of the City.

SECTION 15. Authorization of City Officials. The Mayor, Finance Officer, City Attorney and City officials shall be and they are hereby authorized to execute and deliver for and on behalf of the City any and all other certificates, documents or other papers and to perform such other acts as they may deem necessary or appropriate in order to implement and carry out the actions authorized herein.

SECTION 16. Effective Date. This Resolution shall take effect on the 20th day following its publication, unless suspended by a referendum.

Adopted at Yankton, South Dakota, this 9th day of May, 2022.

APPROVED:

Mayor

(SEAL)

Attest: _____
Al Viereck, Finance Officer

First reading: May 9, 2022

Published: _____

Effective: _____

MEMORANDUM #22-86

To: Amy Leon, City Manager
From: Al Viereck, Finance Officer
Date: May 23, 2022
Subject: Resolution #22-19 for CW / Wastewater Improvements

In continuing action related to wastewater improvements, City of Yankton was approved for a \$7,200,000.00 Clean Water State Revolving Fund (SRF) Loan. The attached Authorizing Resolution #22-19 identifies a funding source for the wastewater improvements and authorizes issuance and sale of revenue bonds. The loan terms are 2 percent for 20 years.

The City has identified the need to make substantial improvements to our wastewater collection system by replacing existing sewer lines or extending sewer lines to undeveloped areas.

It is recommended that the City Commission consider the adoption of Authorizing Resolution #22-19.

Respectfully submitted,

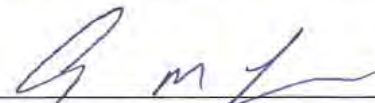


Al Viereck
Finance Officer

It is recommended that the City Commission consider the adoption of Authorizing Resolution #22-19.

I concur with the recommendation.

I do not concur with the recommendation.



Amy Leon, City Manager

____ Roll call



**DEPARTMENT of AGRICULTURE
and NATURAL RESOURCES**

JOE FOSS BUILDING
523 E CAPITOL AVE
PIERRE SD 57501-3182
danr.sd.gov

April 26, 2022

Ms. Amy Leon, City Manager
City of Yankton
PO Box 176
Yankton, SD 57078

Dear Ms. Leon:

Congratulations! It is my pleasure to inform you that on April 13, 2022, the Board of Water and Natural Resources approved a \$23,318,450 Clean Water State Revolving Fund loan, a \$2,000,000 Consolidated Grant, and a \$16,681,550 American Rescue Plan Act Grant to the city of Yankton for its wastewater treatment plant improvements project. The term of the Clean Water loan is 2.00 percent for 20 years. **The Board of Water and Natural Resources also approved a \$7,200,000 Clean Water State Revolving fund loan for the wastewater collection improvements project. The term of the Clean Water loan is 2.00 percent for 20 years.** The Board of Water and Natural Resources also approved a \$8,202,000 Drinking Water State Revolving Fund Loan for the distribution and storage improvements project. The term of the Drinking Water loan is 1.875 percent for 20 years

The city is to be commended for its efforts to upgrade its water system and wastewater system. Yankton's applications through the state water planning process made this financial assistance possible.

Your projects have been assigned to Drew Huisken who will serve as the department's point of contact. Drew is a Natural Resources Engineer who will assist you with the loan, so please contact him at 605-773-5092 or Drew.Huisken@state.sd.us if you have any questions.

Congratulations again, and we look forward to the successful completion of your projects.

Sincerely,

Hunter Roberts
Secretary

cc: Brian McGinnis, Planning & Development District III, Yankton
Eric Ambroson, Planning & Development District III
DelRon Peters, P.E., HDR, Sioux Falls
Gabe Laber, P.E., HDR, Sioux Falls
Todd Meierhenry, Meierhenry Sargent LLP, Sioux Falls

RESOLUTION NO. 22-19

RESOLUTION GIVING APPROVAL TO CERTAIN SEWER FACILITIES IMPROVEMENTS; GIVING APPROVAL TO THE ISSUANCE AND SALE OF A REVENUE BOND TO FINANCE, DIRECTLY OR INDIRECTLY, THE IMPROVEMENTS TO THE FACILITIES; APPROVING THE FORM OF THE LOAN AGREEMENT AND THE REVENUE BOND AND PLEDGING PROJECT REVENUES AND COLLATERAL TO SECURE THE PAYMENT OF THE REVENUE BOND; AND CREATING SPECIAL FUNDS AND ACCOUNTS FOR THE ADMINISTRATION OF FUNDS FOR OPERATION OF THE SYSTEM AND RETIREMENT OF THE REVENUE BOND AND PROVIDING FOR A SEGREGATED SPECIAL CHARGE OR SURCHARGE FOR THE PAYMENT OF THE BONDS.

WHEREAS, one of the purposes of SDCL Chapter 9-40 (the “Act”) as found and determined by the Legislature is to provide for financing the acquisition, maintenance, operation, extension or improvement of any system or part of any system for the collection, treatment and disposal of sewage and other domestic, commercial and industrial wastes; or any system for the control of floods and drainage; or any combination thereof, together with extensions, additions, and necessary appurtenances; and,

WHEREAS, a municipality is authorized by Section 6 of the Act to issue revenue bonds to defray the cost of extensions, additions and improvements to any utility previously owned without pledging its credit and is authorized to pledge the net income or revenues from the Project in accordance with Section 15 of the Act; and,

WHEREAS, the City of Yankton (the “City”) currently operates a sewer system for the collection, treatment and disposal of sewage and other domestic, commercial and industrial wastes; and for the control of floods and drainage and has determined that improvements to the sewer facilities are necessary for the conduct of its governmental programs and qualifies as an improvement, extension or addition to its sewer system; and,

WHEREAS, the City has determined to issue its revenue bonds to finance the improvements to its sewer system for the purpose of collecting, treating and disposing of sewage and other domestic, commercial and industrial wastes (the “System”) and has applied to the South Dakota Conservancy District (the “District”) for a Clean Water State Revolving Fund Loan to finance the improvements;

WHEREAS, the City shall adopt special rates or surcharges for the improvements to be pledged, segregated and used for the payment of the Bonds.

NOW THEREFORE BE IT RESOLVED by the City as follows:

SECTION 1. Definitions. The terms when used in this Resolution shall have the following meanings set forth in this section unless the context clearly requires otherwise. All terms used in

this Resolution which are not defined herein shall have the meanings assigned to them in the Loan Agreement unless the context clearly otherwise requires.

“**Act**” means South Dakota Codified Laws Chapter 9-40.

“**Loan**” means the Loan made by the South Dakota Conservancy District to the City pursuant to the terms of the Loan Agreement and as evidenced by the Revenue Bond.

“**Project**” means the City of Yankton Wastewater Collection Improvements.

“**Revenue Bond**” means the revenue bond or bonds issued the date of the Loan Agreement by the City to the South Dakota Conservancy District to evidence the City’s obligation to repay the principal of and pay interest and Administrative Expense Surcharge on the Loan.

“**System**” means the City’s system of collecting, treating and disposing of sewage and other domestic, commercial and industrial wastes.

SECTION 2. Declaration of Necessity and Findings.

2.1.1. Declaration of Necessity. The City hereby determines and declares it is necessary to construct and finance improvements to its System described as the Project.

2.2. Findings. The City does hereby find as follows:

2.2.1. The City hereby expressly finds that if the Project is not undertaken, the System will pose a health hazard to the City and its inhabitants and will make the City unable to comply with state and federal law.

2.2.2. Because of the functional interdependence of the various portions of the System, the fact that the System may not lawfully operate unless it complies with State and federal laws, including SDCL Chapter 34A-2, and the federal Clean Water Act, and the nature of the improvements financed, the City hereby finds and determines that the Project will substantially benefit the entire System and all of its users within the meaning of Sections 15 and 17 of the Act.

2.2.3. The City hereby determines and finds that for the purposes of the Act, including, in particular, Sections 15 and 17 of the Act, only the net income from the Project financed by the Revenue Bond be pledged for its payment.

SECTION 3. Authorization of Loan, Pledge of Revenue and Security.

3.1. Authorization of Loan. The City hereby determines and declares it necessary to finance up to \$7,200,000 of the costs of the Project through the issuance of bonds payable from the revenue of the Project and other funds secured by the City. The City hereby determines that

because the Revenue Bond is issued in connection with a financing agreement described in SDCL 46A-1-49, pursuant to Section 15 of the Act no election is required to issue the Revenue Bond.

3.2. Approval of Loan Agreement. The execution and delivery of the Revenue Obligation Loan Agreement (the “Loan Agreement”), the form of which is on file with the Finance Officer (the “Finance Officer”) and open to public inspection, between the City as Borrower and the District, is hereby in all respects authorized, approved and confirmed, and the Mayor and Finance Officer are hereby authorized and directed to execute and deliver the Loan Agreement in the form and content attached hereto, with such changes as the Attorney for the City deems appropriate and approves, for and on behalf of the City. The Mayor and Finance Officer are hereby further authorized and directed to implement and perform the covenants and obligations of the City set forth in or required by the Loan Agreement. The Loan Agreement herein referred to and made a part of this Resolution is on file in the office of the Finance Officer and is available for inspection by any interested party.

3.3. Approval of Revenue Bond. The issuance of a revenue bond in a principal amount not to exceed \$7,200,000 as determined according to the Loan Agreement in the form and content set forth in Appendix B attached to the form of Loan Agreement (the “Revenue Bond”) shall be and the same is, in all respects, hereby authorized, approved, and confirmed and the Mayor, Finance Officer, and other appropriate officials shall be and are hereby authorized and directed to execute and seal the Revenue Bond and deliver the Revenue Bond to the District, for and on behalf of the City, upon receipt of the purchase price, and to use the proceeds thereof in the manner set forth in the Loan Agreement. The Mayor and Finance Officer are hereby authorized to approve the final terms of the Revenue Bond and their execution and delivery thereof shall evidence that approval. The Revenue Bond shall be issued under the authority of SDCL Chapter 9-40 and SDCL Chapter 6-8B, and the provisions of the Act are hereby expressly incorporated herein as provided in Section 19 of the Act.

3.4. Pledge of Revenues. The Revenue Bond together with the interest thereon, shall not constitute a charge against the City's general credit or taxing power, but shall be a limited obligation of the City payable solely out of the Project Debt Service Account, which payments, revenues and receipts are hereby and in the Loan Agreement pledged and assigned for the equal and ratable payments of the Revenue Bond and shall be used for no other purpose than to pay the principal of, interest and Administrative Surcharge on the Revenue Bond, except as may be otherwise expressly authorized in the Loan Agreement (including the purpose of securing Additional Bonds issued as permitted by the terms thereof). The City covenants and agrees to charge rates for all services from the Project or establish special charges or surcharges which will be sufficient to provide for the payments upon the Revenue Bond issued hereunder as and when the same become due, and as may be necessary to provide for the operation and maintenance and repairs of the Project, and depreciation, and the Rate Resolution shall be revised from time to time so as to produce these amounts. The City hereby reserves the right to determine on a periodic basis the appropriate allocation of operation and maintenance expenses, depreciation, repair and reserves associated with the facilities financed with the Revenue Bond, provided that such determination of allocable operation and maintenance expenses shall in no event abrogate,

abridge or otherwise contravene the covenant of the City set forth in this Section 3 or any other covenant or agreement in the Loan Agreement.

SECTION 4. Special Charge or Surcharge for Revenue Bond.

4.1. The City does hereby create the Revenue Bond Special-Surcharge District (the “Surcharge District”) which shall include all users which benefit from the Project. There shall be charged a special charge or surcharge pursuant to Section 15 of the Act for the services provided by Project financed by the Revenue Bond. The special charge or surcharge shall be segregated from other revenues of the System and shall be used for the payment of the Revenue Bond. The special charge or surcharge shall create net income, remaining from time to time after first paying all reasonable and current expenses of maintenance, repairs, replacements and operation, sufficient to fund interest, reserve and debt service fund annual requirements and shall be 110% of the debt service requirements on the Revenue Bond.

4.2. Rates and collection. The rate herein specific will be collected as a special charge or surcharge for the Project. This special charge or surcharge shall remain in effect until such time as the Revenue Bond is defeased or paid in full.

4.3. Initial Surcharge. The initial special charge or surcharge shall be set by resolution and collected at the same time as other charges of the utility. All users within the Surcharge District which benefit from the Project, current and future, shall be charged the special charge or surcharge. The special charge or surcharge is found to be equitable for the services provided by the Project. The special charge or surcharge shall begin at such time as will produce sufficient revenue to pay principal of, interest and Administrative Surcharge on the Revenue Bond when due.

4.4. Segregation. The Finance Officer shall set up bookkeeping accounts in accordance with South Dakota Legislative Audit guidelines for the segregation of the revenue, special charges and surcharges.

4.5. Periodic review. The amount of the surcharge shall be reviewed from time to time, not less than yearly, and shall be modified in order to produce such funds as are necessary and required to comply with the Loan Agreement’s rate covenant and to pay principal of, interest and Administrative Surcharge on the Revenue Bond when due. The surcharge may be set by resolution in accordance with this Section. The rate resolution shall be necessary for the support of government and shall be effective upon passage.

SECTION 5. Additional Bonds. As permitted by Sections 8 and 9 of the Act, Additional Bonds payable from revenues and income of the System or Project may be issued, as permitted in the Loan Agreement, and no provision of this Resolution shall have the effect of restricting the issuance of, or impairing the lien of, such additional parity bonds with respect to the net revenues or income from the extensions, additions or improvements. The City shall have the right to issue additional bonds secured by a lien subordinate to the lien from the Revenue Bond pursuant to the Loan Agreement.

SECTION 6. Project Fund Accounts. For the purpose of application and proper allocation of the income of the Project and to secure the payment of principal, Administrative Surcharge and interest on the Revenue Bond, the following mandatory asset segregations shall be included in the sewer system account of the City and shall be used solely for the following respective purposes until payment in full of the principal of and interest on the Revenue Bond:

6.1. Project Revenue Account. There shall be deposited periodically into the Project Revenue Account the net revenues as defined in Section 17 of the Act derived from the operation of the Project collected pursuant to the resolutions and ordinances of the City of Yankton, South Dakota (collectively the “Rate Resolution”). Moneys from the Project Revenue Account shall be transferred periodically into separate funds and accounts as provided below.

6.2. Project Debt Service Account. Out of the revenues in the Project Revenue Account, there shall be set aside no later than the 25th day of each month into the account designated Project Debt Service Account, a sum sufficient to provide for the payment as the same become due of the next maturing principal of, interest and Administrative Surcharge on the Revenue Bonds and any reserve determined by the City’s governing body to be necessary. The amount set aside monthly shall be not less than one-third of the total principal, interest, and Administrative Surcharge payable on the following February 15, May 15, August 15 or November 15 and if there shall be any deficiency in the amount previously set aside, then the amount of such deficiency shall be added to the current requirement.

6.3. Depreciation Account. There shall be established a General Depreciation Account. Out of the revenues of the Project Revenue Account there shall be set aside each month into the General Depreciation Account an amount determined by the Common Council to be a proper and adequate amount for repair and depreciation of the Project.

6.4. Project Surplus Account. There shall be established the Project Surplus Account. Revenues remaining in the Project Revenue Account at the end of any fiscal year after all periodic transfers have been made therefrom as above required, shall be deemed to be surplus and shall be transferred to the Project Surplus Account. If at any time there shall exist any default in making any periodic transfer to the Project Debt Service Account, the Common Council shall authorize the Finance Officer to rectify such default so far as possible by the transfer of money from the Project Surplus Account. If any such default shall exist as to more than one account or fund at any time, then such transfer shall be made in the order such funds and accounts are listed above.

When not required to restore a current deficiency in the Project Debt Service Account, moneys in the Project Surplus Account from time to time may be used for any of the following purposes and not otherwise:

- (a) To redeem and prepay the Revenue Bond when and as such Revenue Bond becomes prepayable according to its terms;

(b) To pay for repairs of or for the construction and installation of improvements or additions to the System; and, if the balances in the Project Debt Service Account and the Project Depreciation Account are sufficient to meet all payments required or reasonably anticipated to be made there from prior to the end of the then current fiscal year, then:

(c) To be held as a reserve for redemption and prepayment of any bonds of the System which are not then but will later be prepayable according to their terms; or

(d) To be used for any other authorized municipal purpose designated by the Common Council.

(e) No moneys shall at any time be transferred from the Project Surplus Account or any other account of the Fund to any other fund of the City, nor shall such moneys at any time be loaned to other municipal funds or invested in warrants, special improvements bonds or other obligations payable from other funds, except as provided in this Section.

SECTION 7. Approval of Paying Agent/Registrar. The Revenue Bond shall be payable at the office of U.S. Bank National Association, St. Paul, Minnesota, hereby designated as paying agent and registrar.

SECTION 8. Approval of Bond Counsel. Meierhenry Sargent LLP is hereby retained as Bond Counsel with respect to the Revenue Bond.

SECTION 9. Tax Matters. The Interest on the Revenue Bond shall be excludable from gross income for federal income tax purposes under the Internal Revenue Code of 1986, as amended (“the Code”) and applicable Treasury Regulations (the “Regulations”).

SECTION 10. Covenants. The City hereby covenants and agrees with the District and other owners of the Revenue Bond as follows:

10.1. The City will punctually perform all duties with reference to the Project, the System and the Revenue Bond required by the constitution and laws of the State of South Dakota and by this Resolution.

10.2. The City agrees and covenants that it will promptly construct the improvements included in the Project.

10.3. The City covenants and agrees that pursuant to Sections 25 through 27 of the Act, the lawful holders of the Revenue Bond shall have a statutory mortgage lien upon the Project and the extensions, additions and improvements thereto acquired pursuant to the Act, until the payment in full of the principal and interest on the Revenue Bond, and the City agrees not to sell or otherwise dispose of the System, the Project, or any substantial part thereof, except as provided in the Loan Agreement and shall not establish, authorize or grant a franchise for the operation of any other utility supplying like products or

services in competition therewith, or permit any person, firm or corporation to compete with it in the distribution of water for municipal, industrial, and domestic purposes within the City.

10.4. The City covenants and agrees with the District and other owners of the Revenue Bond that it will maintain the System in good condition and operate the same in an efficient manner and at a reasonable cost, so long as any portion of the Revenue Bond remains outstanding; that it will maintain insurance on the System for the benefit of the holders of the Revenue Bond in an amount which usually would be carried by private companies in a similar type of business; that it will prepare, keep and file records, statements and accounts as provided for in this Resolution and the Loan Agreement. The Revenue Bond shall refer expressly to this Resolution and the Act and shall state that it is subject to all provisions and limitations thereof pursuant to Section 19 of the Act.

SECTION 11. Depositories. The Finance Officer shall cause all moneys pertaining to the Funds and Accounts to be deposited as received with one or more banks which are duly qualified public depositories under the provisions of SDCL Ch. 4-6A, in a deposit account or accounts, which shall be maintained separate and apart from all other accounts of the City, so long as any of the Bonds and the interest thereon shall remain unpaid. Any of such moneys not necessary for immediate use may be deposited with such depository banks in savings or time deposits. No money shall at any time be withdrawn from such deposit accounts except for the purposes of the Funds and Accounts as authorized in this Resolution; except that moneys from time to time on hand in the Funds and Accounts may at any time, in the discretion of the City's governing body, be invested in securities permitted by the provisions of SDCL 4-5-6; provided, however, that the Depreciation Fund may be invested in such securities maturing not later than ten years from the date of the investment. Income received from the deposit or investment of moneys shall be credited to the Fund or Account from whose moneys the deposit was made or the investment was purchased, and handled and accounted for in the same manner as other moneys therein.

SECTION 12. Consent to Appointment. In the event of mismanagement of the Project, a default in the payment of the principal or interest of the Revenue Bond, or in any other condition thereof materially affecting the lawful holder of the Revenue Bond, or if the revenues of the Project are dissipated, wasted or diverted from their proper application as set forth in the Loan Agreement, Revenue Bond, or herein, the City hereby consents to the appointment of a receiver pursuant to Section 33 of the Act, and agrees that the receiver will have the powers set forth therein, and in Sections 34 and 35 of the Act to operate and administer the Project, and charge and collect rates as described therein.

SECTION 13. Severability. If any section, paragraph, clause or provision of this Resolution, the Loan Agreement, the Revenue Bond, or any other Loan Document shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Resolution or said Loan Agreement, Revenue Bond, or any other Loan Document.

SECTION 14. Repeal of Resolution. At such time as the Revenue Bond is defeased or paid in full, this Resolution and the special charge or surcharge shall automatically be repealed without any further action of the City.

SECTION 15. Authorization of City Officials. The Mayor, Finance Officer, City Attorney and City officials shall be and they are hereby authorized to execute and deliver for and on behalf of the City any and all other certificates, documents or other papers and to perform such other acts as they may deem necessary or appropriate in order to implement and carry out the actions authorized herein.

SECTION 16. Effective Date. This Resolution shall take effect on the 20th day following its publication, unless suspended by a referendum.

Adopted at Yankton, South Dakota, this 9th day of May, 2022.

APPROVED:

Mayor

(SEAL)

Attest: _____
Al Viereck, Finance Officer

First reading: May 9, 2022

Published: _____

Effective: _____

MEMORANDUM #22-87

To: Amy Leon, City Manager
From: Al Viereck, Finance Officer
Date: May 3, 2022
Subject: Resolution #22-20 for Water Improvements

In continuing action related to water improvements, City of Yankton was approved for a \$8,202,000.00 Drinking Water State Revolving Fund (SRF) Loan. The attached Authorizing Resolution #22-20 identifies a funding source for the water improvements and authorizes issuance and sale of revenue bonds. The loan terms are 1.875 percent for 30 years.

The City has identified the need to make substantial improvements to our water system including installing approximately 50 blocks of new PVC water main, replace all meters older than 5 years with new automatic readers, and recoat the water tower. It is recommended that the City Commission consider the adoption of Authorizing Resolution #22-20.

Respectfully submitted,




Al Viereck
Finance Officer

It is recommended that the City Commission consider the adoption of Authorizing Resolution #22-20.

I concur with the recommendation.

I do not concur with the recommendation.



Amy Leon, City Manager

____ Roll call



**DEPARTMENT of AGRICULTURE
and NATURAL RESOURCES**

JOE FOSS BUILDING
523 E CAPITOL AVE
PIERRE SD 57501-3182
danr.sd.gov

April 26, 2022

Ms. Amy Leon, City Manager
City of Yankton
PO Box 176
Yankton, SD 57078

Dear Ms. Leon:

Congratulations! It is my pleasure to inform you that on April 13, 2022, the Board of Water and Natural Resources approved a \$23,318,450 Clean Water State Revolving Fund loan, a \$2,000,000 Consolidated Grant, and a \$16,681,550 American Rescue Plan Act Grant to the city of Yankton for its wastewater treatment plant improvements project. The term of the Clean Water loan is 2.00 percent for 20 years. The Board of Water and Natural Resources also approved a \$7,200,000 Clean Water State Revolving fund loan for the wastewater collection improvements project. The term of the Clean Water loan is 2.00 percent for 20 years. **The Board of Water and Natural Resources also approved a \$8,202,000 Drinking Water State Revolving Fund Loan for the distribution and storage improvements project. The term of the Drinking Water loan is 1.875 percent for 20 years**

The city is to be commended for its efforts to upgrade its water system and wastewater system. Yankton's applications through the state water planning process made this financial assistance possible.

Your projects have been assigned to Drew Huisken who will serve as the department's point of contact. Drew is a Natural Resources Engineer who will assist you with the loan, so please contact him at 605-773-5092 or Drew.Huisken@state.sd.us if you have any questions.

Congratulations again, and we look forward to the successful completion of your projects.

Sincerely,

Hunter Roberts
Secretary

cc: Brian McGinnis, Planning & Development District III, Yankton
Eric Ambrosion, Planning & Development District III
DelRon Peters, P.E., HDR, Sioux Falls
Gabe Laber, P.E., HDR, Sioux Falls
Todd Meierhenry, Meierhenry Sargent LLP, Sioux Falls

RESOLUTION NO. 22-20

RESOLUTION GIVING APPROVAL TO CERTAIN DRINKING WATER FACILITIES IMPROVEMENTS; GIVING APPROVAL TO THE ISSUANCE AND SALE OF A REVENUE BOND TO FINANCE, DIRECTLY OR INDIRECTLY, THE IMPROVEMENTS TO THE FACILITIES; APPROVING THE FORM OF THE LOAN AGREEMENT AND THE REVENUE BOND AND PLEDGING PROJECT REVENUES AND COLLATERAL TO SECURE THE PAYMENT OF THE REVENUE BOND; AND CREATING SPECIAL FUNDS AND ACCOUNTS FOR THE ADMINISTRATION OF FUNDS FOR OPERATION OF THE SYSTEM AND RETIREMENT OF THE REVENUE BOND AND PROVIDING FOR A SEGREGATED SPECIAL CHARGE OR SURCHARGE FOR THE PAYMENT OF THE BONDS.

WHEREAS, one of the purposes of SDCL Chapter 9-40 (the “Act”) as found and determined by the Legislature is to provide for financing the acquisition, maintenance, operation, extension or improvement of any system or part of any system of waterworks for the purpose of providing water and water supply for domestic, municipal, together with extensions, additions, and necessary appurtenances; and,

WHEREAS, a municipality is authorized by Section 6 of the Act to issue revenue bonds to defray the cost of extensions, additions and improvements to any utility previously owned without pledging its credit and is authorized to pledge the net income or revenues from the Project in accordance with Section 15 of the Act; and,

WHEREAS, the City of Yankton (the “City”) currently operates a water distribution system to supply municipal, industrial and domestic water to its inhabitants and has determined that improvements to the drinking water facilities are necessary for the conduct of its governmental programs and qualifies as an improvement, extension or addition to its drinking water system; and,

WHEREAS, the City has determined to issue its revenue bonds to finance the improvements to its system of waterworks for the purpose of providing water and water supply for domestic, municipal, and industrial purposes (the “System”) and has applied to the South Dakota Conservancy District (the “District”) for a Drinking Water State Revolving Fund Loan to finance the improvements;

WHEREAS, the City shall adopt special rates or surcharges for the improvements to be pledged, segregated and used for the payment of the Bonds.

NOW THEREFORE BE IT RESOLVED by the City as follows:

SECTION 1. Definitions. The terms when used in this Resolution shall have the following meanings set forth in this section unless the context clearly requires otherwise. All terms used in this Resolution which are not defined herein shall have the meanings assigned to them in the Loan Agreement unless the context clearly otherwise requires.

“**Act**” means South Dakota Codified Laws Chapter 9-40.

“**Loan**” means the Loan made by the South Dakota Conservancy District to the City pursuant to the terms of the Loan Agreement and as evidenced by the Revenue Bond.

“**Project**” means the City of Yankton Water Distribution and Storage Improvements.

“**Revenue Bond**” means the revenue bond or bonds issued the date of the Loan Agreement by the City to the South Dakota Conservancy District to evidence the City’s obligation to repay the principal of and pay interest and Administrative Expense Surcharge on the Loan.

“**System**” means the City’s system of waterworks used for the purpose of providing water and water supply for domestic, municipal, and industrial purposes.

SECTION 2. Declaration of Necessity and Findings.

2.1. Declaration of Necessity. The City hereby declares and determines it is necessary to construct and finance improvements to its drinking water facilities within its System described as the Project.

2.2. Findings. The City does hereby find as follows:

2.2.1. The City hereby expressly finds that if the Project is not undertaken, the System will pose a health hazard to the City and its inhabitants, and will make the City unable to comply with state and federal law.

2.2.2. Because of the functional interdependence of the various portions of the System, the fact that the System may not lawfully operate unless it complies with State and federal laws, including SDCL Chapter 34A-3A, and the federal Safe Drinking Water Act, and the nature of the improvements financed, the City hereby finds and determines that the Project will substantially benefit the entire System and all of its users within the meaning of Sections 15 and 17 of the Act.

2.2.3. The City hereby determines and finds that for the purposes of the Act, including, in particular, Sections 15 and 17 of the Act, that only the net income from the Project financed by the Revenue Bond be pledged for its payment.

SECTION 3. Authorization of Loan, Pledge of Revenue and Security.

3.1. Authorization of Loan. The City hereby determines and declares it necessary to finance up to \$8,202,000 of the costs of the Project through the issuance of bonds payable from the revenue of the Project and other funds secured by the City. The City hereby determines that because the Revenue Bond is issued in connection with a financing agreement described in SDCL 46A-1-49, pursuant to Section 15 of the Act no election is required to issue the Revenue Bond.

3.2. Approval of Loan Agreement. The execution and delivery of the Revenue Obligation Loan Agreement (the “Loan Agreement”), the form of which is on file with the City Finance Officer (the “Finance Officer”) and open to public inspection, between the City as Borrower and the District, is hereby in all respects authorized, approved and confirmed, and the Mayor and Finance Officer are hereby authorized and directed to execute and deliver the Loan Agreement in the form and content attached hereto, with such changes as the Attorney for the City deems appropriate and approves, for and on behalf of the City. The Mayor and Finance Officer are hereby further authorized and directed to implement and perform the covenants and obligations of the City set forth in or required by the Loan Agreement. The Loan Agreement herein referred to and made a part of this Resolution is on file in the office of the Finance Officer and is available for inspection by any interested party.

3.3. Approval of Revenue Bond. The issuance of a revenue bond in a principal amount not to exceed \$8,202,000 as determined according to the Loan Agreement in the form and content set forth in Appendix B attached to the form of Loan Agreement (the “Revenue Bond”) shall be and the same is, in all respects, hereby authorized, approved, and confirmed and the Mayor, Finance Officer, and other appropriate officials shall be and are hereby authorized and directed to execute and seal the Revenue Bond and deliver the Revenue Bond to the District, for and on behalf of the City, upon receipt of the purchase price, and to use the proceeds thereof in the manner set forth in the Loan Agreement. The Mayor and Finance Officer are hereby authorized to approve the final terms of the Revenue Bond and their execution and delivery thereof shall evidence that approval. The Revenue Bond shall be issued under the authority of SDCL Chapter 9-40 and SDCL Chapter 6-8B, and the provisions of the Act are hereby expressly incorporated herein as provided in Section 19 of the Act.

3.4. Pledge of Revenues. The Revenue Bond together with the interest thereon, shall not constitute a charge against the City's general credit or taxing power, but shall be a limited obligation of the City payable solely out of the Project Debt Service Account, which payments, revenues and receipts are hereby and in the Loan Agreement pledged and assigned for the equal and ratable payments of the Revenue Bond and shall be used for no other purpose than to pay the principal, interest and Administrative Surcharge on the Revenue Bond, except as may be otherwise expressly authorized in the Loan Agreement (including the purpose of securing Additional Bonds issued as permitted by

the terms thereof). The City covenants and agrees to charge rates for all services from the Project or establish special charges or surcharges which will be sufficient to provide for the payments upon the Revenue Bond issued hereunder as and when the same become due, and as may be necessary to provide for the operation and maintenance and repairs of the Project, and depreciation, and the Rate Resolution shall be revised from time to time so as to produce these amounts. The City hereby reserves the right to determine on a periodic basis the appropriate allocation of operation and maintenance expenses, depreciation, repair and reserves associated with the facilities financed with the Revenue Bond, provided that such determination of allocable operation and maintenance expenses shall in no event abrogate, abridge or otherwise contravene the covenant of the City set forth in this Section 3 or any other covenant or agreement in the Loan Agreement.

SECTION 4. Special Charge or Surcharge for Revenue Bond. The City does hereby create the Revenue Bond Special-Surcharge District (the “Surcharge District”) which shall include all users which benefit from the Project. There shall be charged a special charge or surcharge pursuant to Section 15 of the Act for the services provided by Project financed by the Revenue Bond. The special charge or surcharge shall be segregated from other revenues of the System and shall be used for the payment of the Revenue Bond. The special charge or surcharge shall create net income, remaining from time to time after first paying all reasonable and current expenses of maintenance, repairs, replacements and operation, sufficient to fund interest, reserve and debt service fund annual requirements and shall be 110% of the debt service requirements on the Revenue Bond.

4.1. Rates and collection. The rate herein specific will be collected as a special charge or surcharge for the Project. This special charge or surcharge shall remain in effect until such time as the Revenue Bond is defeased or paid in full.

4.2. Initial Surcharge. The initial special charge or surcharge shall be set by resolution and collected at the same time as other charges of the utility. All users within the Surcharge District which benefit from the Project, current and future, shall be charged the special charge or surcharge. The special charge or surcharge is found to be equitable for the services provided by the Project. The special charge or surcharge shall begin at such time as will produce sufficient revenue to pay principal, interest and Administrative Surcharge on the Revenue Bond when due.

4.3. Segregation. The Finance Officer shall set up bookkeeping accounts in accordance with South Dakota Legislative Audit guidelines for the segregation of the revenue, special charges and surcharges.

4.4. Periodic review. The amount of the surcharge shall be reviewed from time to time, not less than yearly, and shall be modified in order to produce such funds as are necessary and required to comply with the Loan Agreement’s rate covenant and to pay principal of, interest and Administrative Surcharge on the Revenue Bond when due. The

surcharge may be set by resolution in accordance with this Section. The rate resolution shall be necessary for the support of government and shall be effective upon passage.

SECTION 5. Additional Bonds. As permitted by Sections 8 and 9 of the Act, Additional Bonds payable from revenues and income of the System or Project may be issued, as permitted in the Loan Agreement, and no provision of this Resolution shall have the effect of restricting the issuance of, or impairing the lien of, such additional parity bonds with respect to the net revenues or income from the extensions, additions or improvements. The City shall have the right to issue additional bonds secured by a lien subordinate to the lien from the Revenue Bond pursuant to the Loan Agreement.

SECTION 6. Project Fund Accounts. For the purpose of application and proper allocation of the income of the Project and to secure the payment of principal, Administrative Surcharge and interest on the Revenue Bond, the following mandatory asset segregations shall be included in the water system account of the City and shall be used solely for the following respective purposes until payment in full of the principal, interest and Administrative Surcharge on the Revenue Bond:

6.1. Project Revenue Account. There shall be deposited periodically into the Project Revenue Account the net revenues as defined in Section 17 of the Act derived from the operation of the Project collected pursuant to the resolutions and ordinances of the City of Yankton, South Dakota (collectively the “Rate Resolution”). Moneys from the Project Revenue Account shall be transferred periodically into separate funds and accounts as provided below.

6.2. Project Debt Service Account. Out of the revenues in the Project Revenue Account, there shall be set aside no later than the 25th day of each month into the account designated Project Debt Service Account, a sum sufficient to provide for the payment as the same become due of the next maturing principal of, interest and Administrative Surcharge on the Revenue Bonds and any reserve determined by the City’s governing body to be necessary. The amount set aside monthly shall be not less than one-third of the total principal, interest, and Administrative Surcharge payable on the following February 15, May 15, August 15 or November 15 and if there shall be any deficiency in the amount previously set aside, then the amount of such deficiency shall be added to the current requirement.

6.3. Depreciation Account. There shall be established a General Depreciation Account. Out of the revenues of the Project Revenue Account there shall be set aside each month into the General Depreciation Account an amount determined by the Common Council to be a proper and adequate amount for repair and depreciation of the Project.

6.4. Project Surplus Account. There shall be established the Project Surplus Account. Revenues remaining in the Project Revenue Account at the end of any fiscal year after all periodic transfers have been made therefrom as above required, shall be deemed to be surplus and shall be transferred to the Project Surplus Account. If at any time there shall exist any default in making any periodic transfer to the Project Debt Service Account, the Common Council shall authorize the City Finance Officer to rectify such default so far as possible by the transfer of money from the Project Surplus Account. If any such default shall exist as to more than one account or fund at any time, then such transfer shall be made in the order such funds and accounts are listed above.

When not required to restore a current deficiency in the Project Debt Service Account, moneys in the Project Surplus Account from time to time may be used for any of the following purposes and not otherwise:

- (a) To redeem and prepay the Revenue Bond when and as such Revenue Bond becomes prepayable according to its terms;
- (b) To pay for repairs of or for the construction and installation of improvements or additions to the System; and, if the balances in the Project Debt Service Account and the Project Depreciation Account are sufficient to meet all payments required or reasonably anticipated to be made there from prior to the end of the then current fiscal year, then:
- (c) To be held as a reserve for redemption and prepayment of any bonds of the System which are not then but will later be prepayable according to their terms; or
- (d) To be used for any other authorized municipal purpose designated by the Common Council.
- (e) No moneys shall at any time be transferred from the Project Surplus Account or any other account of the Fund to any other fund of the City, nor shall such moneys at any time be loaned to other municipal funds or invested in warrants, special improvements bonds or other obligations payable from other funds, except as provided in this Section.

SECTION 7. Approval of Paying Agent/Registrar. The Revenue Bond shall be payable at the office of U.S. Bank National Association, St. Paul, Minnesota, hereby designated as paying agent and registrar.

SECTION 8. Approval of Bond Counsel. Meierhenry Sargent LLP is hereby retained as Bond Counsel with respect to the Revenue Bond.

SECTION 9. Tax Matters. The Interest on the Revenue Bond shall be excludable from gross income for federal income tax purposes under the Internal Revenue Code of 1986, as amended (“the Code”) and applicable Treasury Regulations (the “Regulations”).

SECTION 10. Covenants. The City hereby covenants and agrees with the District and other owners of the Revenue Bond as follows:

10.1. The City will punctually perform all duties with reference to the Project, the System and the Revenue Bond required by the constitution and laws of the State of South Dakota and by this Resolution.

10.2. The City agrees and covenants that it will promptly construct the improvements included in the Project.

10.3. The City covenants and agrees that pursuant to Sections 25 through 27 of the Act, the lawful holders of the Revenue Bond shall have a statutory mortgage lien upon the Project and the extensions, additions and improvements thereto acquired pursuant to the Act, until the payment in full of the principal, interest and Administrative Surcharge on the Revenue Bond, and the City agrees not to sell or otherwise dispose of the System, the Project, or any substantial part thereof, except as provided in the Loan Agreement and shall not establish, authorize or grant a franchise for the operation of any other utility supplying like products or services in competition therewith, or permit any person, firm or corporation to compete with it in the distribution of water for municipal, industrial, and domestic purposes within the City.

10.4. The City covenants and agrees with the District and other owners of the Revenue Bond that it will maintain the System in good condition and operate the same in an efficient manner and at a reasonable cost, so long as any portion of the Revenue Bond remains outstanding; that it will maintain insurance on the System for the benefit of the holders of the Revenue Bond in an amount which usually would be carried by private companies in a similar type of business; that it will prepare, keep and file records, statements and accounts as provided for in this Resolution and the Loan Agreement. The Revenue Bond shall refer expressly to this Resolution and the Act and shall state that it is subject to all provisions and limitations thereof pursuant to Section 19 of the Act.

SECTION 11. Depositories. The Finance Officer shall cause all moneys pertaining to the Funds and Accounts to be deposited as received with one or more banks which are duly qualified public depositories under the provisions of SDCL Ch. 4-6A, in a deposit account or accounts, which shall be maintained separate and apart from all other accounts of the City, so long as any of the Bonds and the interest thereon shall remain unpaid. Any of such moneys not necessary for immediate use may be deposited with such depository banks in savings or time deposits. No

money shall at any time be withdrawn from such deposit accounts except for the purposes of the Funds and Accounts as authorized in this Resolution; except that moneys from time to time on hand in the Funds and Accounts may at any time, in the discretion of the City's governing body, be invested in securities permitted by the provisions of SDCL 4-5-6; provided, however, that the Depreciation Fund may be invested in such securities maturing not later than ten years from the date of the investment. Income received from the deposit or investment of moneys shall be credited to the Fund or Account from whose moneys the deposit was made or the investment was purchased, and handled and accounted for in the same manner as other moneys therein.

SECTION 12. Consent to Appointment. In the event of mismanagement of the Project, a default in the payment of the principal or interest of the Revenue Bond, or in any other condition thereof materially affecting the lawful holder of the Revenue Bond, or if the revenues of the Project are dissipated, wasted or diverted from their proper application as set forth in the Loan Agreement, Revenue Bond, or herein, the City hereby consents to the appointment of a receiver pursuant to Section 33 of the Act, and agrees that the receiver will have the powers set forth therein, and in Sections 34 and 35 of the Act to operate and administer the Project, and charge and collect rates as described therein.

SECTION 13. Severability. If any section, paragraph, clause or provision of this Resolution, the Loan Agreement, the Revenue Bond, or any other Loan Document shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Resolution or said Loan Agreement, Revenue Bond, or any other Loan Document.

SECTION 14. Repeal of Resolution. At such time as the Project Revenue Bond is defeased or paid in full, this Resolution and the special charge or surcharge shall automatically be repealed without any further action of the City.

SECTION 15. Authorization of City Officials. The Mayor, Finance Officer, City Attorney and City officials shall be and they are hereby authorized to execute and deliver for and on behalf of the City any and all other certificates, documents or other papers and to perform such other acts as they may deem necessary or appropriate in order to implement and carry out the actions authorized herein.

SECTION 16. Effective Date. This Resolution shall take effect on the 20th day following its publication, unless suspended by a referendum.

Adopted at Yankton, South Dakota, this 9th day of May, 2022.

APPROVED:

Mayor

(SEAL)

Attest: _____
Al Viereck, City Finance Officer

Adopted: May 9, 2022

Published: _____

Effective: _____

Memorandum #22-88

To: Amy Leon, City Manager
From: Brad Bies, Community Development Manager
Subject: 2022 Sidewalk Cafe Permit Application-301 East 3rd Street dba The Boat House
Date: May 5, 2022

Attached is a Sidewalk Cafe Permit Application for 301 East 3rd Street doing business as The Boathouse. The application as submitted meets the minimum ordinance requirements.

Sidewalk Cafes are permitted in specifically identified areas of a B-3 Central Business District. Several considerations included in the approval of permits are:

- Outdoor food or beverage sales and dining may only occur on the sidewalks that are adjacent to the building or structure in which the business is located.
- A five-foot wide pedestrian zone must be maintained, not including the curb zone, the two-foot area nearest the curb. The pedestrian zone shall be kept easily navigable. Once approved, the location of the pedestrian zone cannot change without City Commission action in the form of an amendment to the existing permit, or as part of the annual renewal process.
- The City Commission may adjust the location of the requested pedestrian zone as a part of their action on the application.
- No food or beverage service devices can be attached to the sidewalk or other public areas without approval.
- All equipment must be moved indoors during non-business hours unless the tables and chairs are secured in an approved manner or constructed of such material and placed so that they cannot be inadvertently moved or blown by the wind. Residential style plastic chairs and tables are not permitted.
- All garbage and cigarette refuse containers must be specifically manufactured for their intended use. The outdoor cafe area must be monitored and cleared of empty cans, bottles and other refuse during business hours and at closing time. Sidewalk areas shall be swept and cleaned as needed.

Respectfully Submitted,

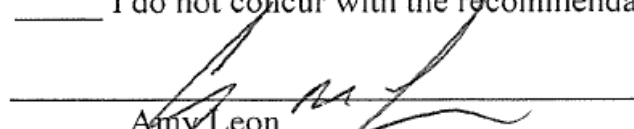


Brad Bies
Community Development Manager

Recommendation: It is recommended that the City Commission approve Memorandum #22-88 granting a Sidewalk Cafe Permit to 301 East 3rd Street doing business as The Boat House.

Attachments

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



Amy Leon
City Manager

____ Roll Call

CITY OF YANKTON

Sidewalk Cafe Permit Application

Annual permit for calendar year: 2022

Permit No. _____

Permit Fee: \$25.00

Please note: the application must be reviewed and approved by the City Commission before sidewalk cafe activities may begin.

Legal Description		
Address 301 E 3rd St		
Owner	Mailing Address	Phone Number
Five Futures, LLC	301 E 3rd St	605-760-1222
Operator/Contact Person	Mailing Address	Phone Number
Christian Hunhoff	301 E 3rd St	605-760-1222

Sidewalk cafe activities are only allowed in the **sidewalk cafe zone** as described in the City of Yankton's Sidewalk Cafe Ordinance.

Public Sidewalk Use Zones shall be defined as:

1. Curb zone: Two feet from the face of the curb toward the private property line.
2. Pedestrian zone: A five foot wide corridor on the sidewalk not including the curb zone.
3. Sidewalk cafe permit zone: Remaining area of the public sidewalk not included in the curb zone or pedestrian zone. Sidewalk cafes may be located in this zone.

Site Plan Requirement

Please note this permit application must be accompanied by a site plan to scale showing the above described use zones and proposed sidewalk cafe request . The plan should also indicate all items to be placed on the sidewalk: tables, chairs, decorations, serving equipment, etc...

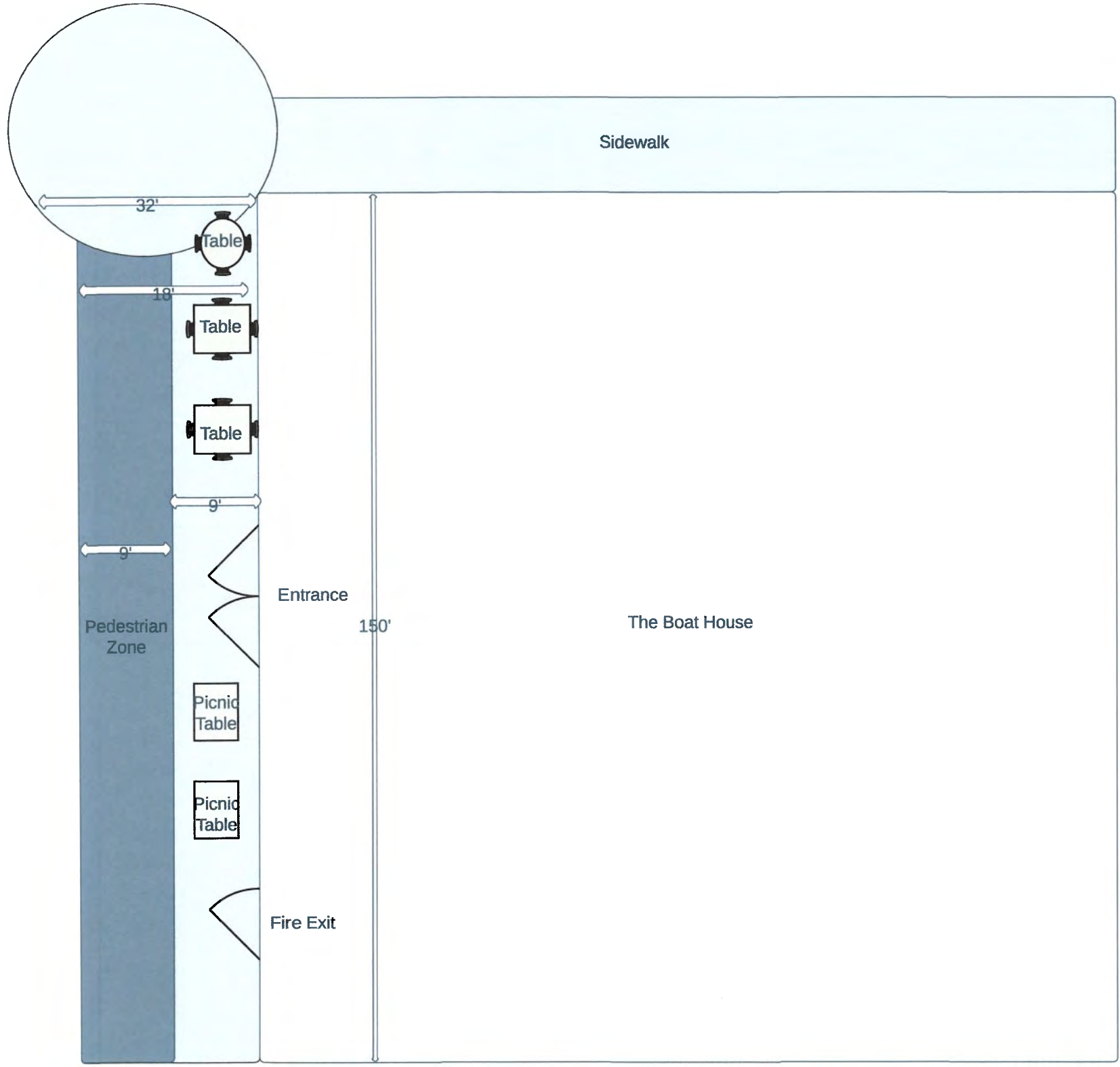
Additional comments (Please describe the items to be placed on the sidewalk and the how they will be stored/secured)

Tables, chairs and picnic tables secured to existing anchors in sidewalk.


5-5-22

 Signature of Owner or Authorized Agent (Date) City of Yankton Authorized Agent (Date)

I certify that I am aware of the terms and conditions of the Sidewalk Cafe Permit and I agree to comply with all requirements of the associated City of Yankton Sidewalk Cafe Ordinance. Any person who violates any of the provisions of this ordinance may have their permit revoked and is further subject to the penalties described in Section 1-8 in the Code of Ordinances for the City of Yankton, South Dakota.



Sidewalk

32'

Table

18'

Table

Table

9'

9'

Pedestrian Zone

Entrance

150'

The Boat House

Picnic Table

Picnic Table

Fire Exit