



2023_01_09

**CITY COMMISSION
MEETING**



Mission Statement

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

YANKTON BOARD OF CITY COMMISSIONERS

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

Monday, January 9, 2023

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 December 22, 2022** **Attachment I-2**
- 3. **Schedule of Bills** **Attachment I-3**
- 4. **City Manager’s Report** **Attachment I-4**
- 5. **Public Appearances**

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

II. CONSENT ITEMS

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

- 1. **Work Session**
Setting date of January 23, 2023, at 6:00 pm in Room #114 of the Career Manufacturing Technical Education Academy for the next work session of the Yankton City Commission

2. **Establish Public Hearing for Transfer of Ownership of Retail Liquor License**
Establish January 23, 2023 as the date for the public hearing on the request for transfer of ownership of a Retail (on-sale) Liquor License for January 1, 2023 to December 31, 2023 from W R Capital, LLC (Don Anderson, President), dba Minerva’s Grill & Bar to LLTD1, LLC (Kimberly Ocampo, Owner), dba Boss’ Pizza & Chicken Sports Bar, 1607 E. Hwy 50, Suite 1, PO Box 146, Yankton, SD.

Attachment II-2

3. **Establish Public Hearing for sale of alcoholic beverages**
Establish January 23, 2023 as the date for the public hearing on the request for a Special Events Retail (on-sale) Liquor License for 1 day, February 4, 2023, from BPO Elks Lodge 994 (Lindsay Stotz, Secretary), 504 W 27th Street, NFAA, 800 Archery Lane, Yankton, SD.

Attachment II-3

4. **Establish Public Hearing for sale of alcoholic beverages**
Establish January 23, 2023 as the date for the public hearing on the request for a Special Events Retail (on-sale) Liquor License for 2 days, February 10 and 11, 2023, from BPO Elks Lodge 994 (Lindsay Stotz, Secretary), 504 W 27th Street, NFAA, 800 Archery Lane, Yankton, SD.

Attachment II-4

5. **Establish Public Hearing for sale of alcoholic beverages**
Establish January 23, 2023 as the date for the public hearing on the request for a Special Events Retail (on-sale) Liquor License and a Special (on-sale) Wine Retailers License for 1 day, February 16, 2023, from The Center (Kriss Thury, Executive Director), 900 Whiting Drive, Yankton, SD.

Attachment II-5

6. **Establish Public Hearing for sale of alcoholic beverages**
Establish January 23, 2023 as the date for the public hearing on the request for a Special Events (on-sale) Liquor License for February 18, 2023 from Hanten, Inc., (Ben Hanten, Owner) dba Ben’s Brewing Company, 222 West 3rd Street, NFAA, 800 Archery Lane, Yankton, South Dakota.

Attachment II-6

III. OLD BUSINESS

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

1. **Planning Commission Recommendation – Second Reading & Public Hearing**
Second Reading and Public Hearing - The City Commission acting as the Zoning Board of Adjustment regarding Memorandum #23-06, a public hearing to consider a variance from the City’s maximum front yard fence height in a residential district on Lot 16, Block 2, Mayer’s Addition to the City of Yankton, South Dakota. Address, 203 West 25th Street. Travis Arens and Kelly Arens, owners.

Attachment III-1

2. **Sertoma Park Shade Structures**
Consideration of Memorandum #23-10 regarding shade structures at Sertoma Park.

Attachment III-2

3. Public hearing for sale of alcoholic beverages

Consideration of Memorandum #23-11 regarding the request for a Special Events Retail (on-sale) Liquor License for 1 day, January 21, 2023, from Ben's Brewing Co. (Ben Hanten, Owner), 222 West 3rd Street, NFAA, 800 Archery Lane, Yankton, S.D.

Attachment III-3

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

IV. NEW BUSINESS

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

1. T-Hangar Lease Agreement Chan Gurney Municipal

Consideration of Memorandum #23-01 regarding the lease of Unit #2 of the city-owned T-Hangars at Chan Gurney Municipal Airport to Mr. Scott Olson.

Attachment IV-1

2. Music at the Meridian Concert Series

Consideration of Memorandum #23-02 regarding Music at the Meridian Concert Series.

Attachment IV-2

3. Kids in the Park

Consideration of Memorandum #23-03 regarding Kids in the Park summer event.

Attachment IV-3

4. T-Hangar Lease Agreement Chan Gurney Municipal

Consideration of Memorandum #23-04 regarding the lease of Unit #1 of the city-owned T-Hangars at Chan Gurney Municipal Airport to Mr. Jake Hoffner.

Attachment IV-4

5. Yankton County Abatement Request

Consideration of Memorandum #23-05 regarding the abatement write-off request for the property at 1402 Ash Street located within the City of Yankton jurisdiction.

Attachment IV-5

6. Professional Services Agreement with KLJ

Consideration of Memorandum #23-16 regarding engineering design services for Runway 20 Turnaround at Chan Gurney Airport.

Attachment IV-6

7. Boat House Sidewalk Cafe

Consideration of Memorandum #23-07 regarding 2023 Sidewalk Café permit application at 301 East 3rd Street, dba The Boat House.

Attachment IV-7

8. Mojo's Sidewalk Cafe

Consideration of Memorandum #23-08 regarding 2023 Sidewalk Café permit application at 102 & 104 East 3rd Street, dba Mojo's Third Street Pizza, and adopting Resolution #23-01 declaring the proposed boardwalk extension a portion of public sidewalk.

Attachment IV-8

9. First Reading - Camping Ordinance

Consideration of Memorandum #23-17 regarding Ordinance #1068 restricting camping within Yankton City Limits, and establish a public hearing for second reading of Ordinance #1068 for January 23, 2023.

Attachment IV-9

- 10. Setting Date for Annual Election and Combine with YSD's Possible Election**
Consideration of Memorandum #23-09 setting a date for the proposed annual City Commission Election and agreeing to combine with the Yankton School District should they also have an election.

Attachment IV-10

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 JANUARY 9, 2023

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
DECEMBER 22, 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, Schramm, Webber and Villanueva. City Attorney Den Herder and City Manager Leon were also present. Absent: Commissioner Miner. Quorum present.

Action 22-332

Moved by Commissioner Webber, seconded by Commissioner Brunick, to approve Minutes of regular meeting of December 12, 2022.

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

Action 22-333

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

1st Dak Nat'l Bank - HSA Contrib - \$7,315.70; Acuity Brands Light - Lights - \$6,580.00; Afscome Council 65 - Deductions - \$856.90; American Family - Cancer&Icu Premiums - \$5,768.14; American Ramp - Skate Park Equip - \$8,354.64; Anderson Realty - Facade Grant - \$20,977.08; A-Ox - Propane \$168.37; Argus Leader - Notice - \$52.01; Avera Health Plans - Premiums - \$89,578.25; BBG Const Law - Legal Consult - \$10,000.00; Binder/Tim - Stipend - \$300.00; Broadway Chrysler - Purchase - \$2,000.00; CCC - Ut Collection - \$80.35; Cedar Knox Pub Powr - Electricity - \$1,216.18; Central Salt - Deicing Salt - \$6,841.48; Centurylink - Phone - \$1,165.74; CHS - Grease - \$384.00; City Utilities - Park Water - \$46,831.66; Collective Data - Software - \$2,527.20; Core & Main - Cable - \$25,600.00; Counterfeit Catering - Services - \$5,517.09; Coy-Parks - Landfill Charges - \$68.88; David Stevens Const - Westside Park Play Areas - \$21,500.00; Direct Automation - Replace Hvac Controls - \$26,196.46; DMV - Title & License - \$48.40; Drain Dr - Drain Repairs - \$370.62; DSS - Child Sup - \$2,104.84; Electric Pump - Parts - \$477.09; Emergency Services Marketing - Software - \$300.00; Environmental Strategies - 4th Qtr Testing - \$650.00; Equipment Blades - Cutting Edges - \$21,251.40; Fastenal - Parts - \$964.13; Feimer Const - Const - \$77,732.50; Fire Chief - Dues - \$125.00; FNBO - Cafe Plan - \$1,450.00; Frick/Adam - Stipend - \$330.00; Frick/Brian - Stipend - \$680.00; Gerstners - Fuel - \$33,207.97; Hawkins - Chemicals - \$4,833.96; Heiman Fire Equip - Fire Extinguishers - \$328.11; Hite/George - Boot Reimb - \$143.69; Hults/Nathan - Christmas Party - \$400.00; ICMA Retire Trust - ICMA Contra - \$1,825.78; Interstate Power Systems - Parts - \$303.19; Ivans Boring - Labor - \$1,460.00; JJ Benji's - Uniforms - \$179.00; Johnson Foundation/Chopper - Memorial Path - \$2,063.46; Johnson/Jody - Stipend - \$250.00; Kavanaugh/John - Over Pay/Utilities - \$455.80; Kraft/John - Stipend - \$325.00; Lamb Motor - Explorer - \$35,995.00; Locality Media - Software - \$1,586.50; Lumen - Internet - \$347.36; Mastalir/Brandon - Boot Reimburse - \$116.24; Meridian Venue - Services - \$250.00; Midam Energy - Fuel - \$1,571.74; Midwest Alarm Company - Testing - \$171.00; Minnesota Life - Life Group Ins - \$600.43; MMU - Utility Refund - \$2,375.94; Mojors - Services - \$200.00; Money Movers - Sac Maint Fee - \$11.75; Morrow/Joseph C. - Design Work - \$2,160.00; Moser/Brad - Officer Stipend - \$380.00; Motorola - Camera Clips - \$114.00;

Naturescaping - Labor - \$127.50; NE Dor - Income Tax - \$775.45; Nickles/Mark - Officer Stipend - \$250.00; Northwestern - Electricity - \$79,200.82; Observer - Ad - \$48.00; Olson's - Pest Control - \$509.00; Press Dakota Mstar Solutions - Hfac Ad - \$1,202.90; Principal Life - Dental Ins - \$6,803.99; PSN - Cc Merch Fees - \$69.85; Reg Of Deeds - Copy Fees - \$100.00; Retirement - SD Retirement - \$88,003.13; Riverside Technologies - Microsoft Server - \$2,584.00; Ron's Auto - Repair - \$50.00; Scred Tech - Taxiway Rehab - \$35,158.15; SD Firefighters - Dues - \$1,100.00; SDSRP - SD Suppt Retire Pl - \$31,164.76; Sign Solutions - Signs - \$802.02; Standard Ins - Vision - \$681.32; Stockwell Eng - Plat Survey - \$900.00; UKG - Software - \$3,385.42; United Way - Employee Contrib - \$172.00; US Treasur - Fed Tax Withhold - \$168,599.11; USPS - Postage - \$2,385.80; Voigt/Cameron - Boot Reimbursement - \$150.00; White/Jennifer - Stipend - \$300.00; Woehl/Toby - Stipend - \$380.00; Yankton Baseball - Field Improve - \$87,000.00; Yankton Cnty Auditor - Cost Component - \$15,740.81; Yankton Thrive - Property Tax - \$250.32; Yankton Thrive - Sales Tax Reimb - \$6,244.91; Yankton Vol Fire Department - Fire Premium - \$58,707.58; YMC - Med Exams - \$4,770.00;

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

Motion adopted.

There were no public appearances at that time.

Action 22-334

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

1. **Establish Public Hearing for sale of alcoholic beverages**

Establish January 9, 2023 as the date for the public hearing on the request for a Special Events Retail (on-sale) Liquor License for 1 day, January 21, 2023, from Ben’s Brewing Co. (Ben Hanten, Owner), 222 West 3rd Street, NFAA, 800 Archery Lane, Yankton, S.D.

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

Motion adopted.

Action 22-335

Moved by Commissioner Benson, seconded by Commissioner Villanueva, to adjourn at 12:05 p.m.

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

Motion adopted.

Stephanie Moser
Mayor

ATTEST:

Al Viereck
Finance Officer

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
A & B BUSINESS EQUIPMENT	@FY@ COPIER LEASE	347.66	RENTALS & XEROX SUPPLIES	101.142.212		1004967	023658	P	963	00003
ADVANCED WEIGHING SYSTEM	LANDFILL SUPPORT	4,500.00	PROFESSIONAL SERVICES &	637.637.202		3	021326	P	961	00009
AVENU INSIGHTS & ANALYTI	SOFTWARE SUPPORT	539.61	PROFESSIONAL SERVICES	601.601.202		041383/4	003925	P	961	00001
	SOFTWARE SUPPORT	607.07	PROFESSIONAL SERVICES	611.611.202		041383/4	003925	P	961	00002
	SOFTWARE SUPPORT	202.36	PROFESSIONAL SERVICES	631.631.202		041383/4	003925	P	961	00003
	SOFTWARE SUPPORT	2,258.02	PROFESSIONAL SERVICES -	101.104.202		041383/4	003925	P	961	00004
	SOFTWARE SUPPORT	2,042.03	PROFESSIONAL SERVICES	601.601.202		041383/4	003925	P	961	00005
	SOFTWARE SUPPORT	2,297.28	PROFESSIONAL SERVICES	611.611.202		041383/4	003925	P	961	00006
	SOFTWARE SUPPORT	765.76	PROFESSIONAL SERVICES	631.631.202		041383/4	003925	P	961	00007
	SOFTWARE SUPPORT	8,544.86	PROFESSIONAL SERVICES -	101.104.202		041383/4	003925	P	961	00008
		17,256.99	*VENDOR TOTAL							
A1 AUTOMOTIVE	@FY@ VEHICLE EQUIPMENT	6,909.98	EQUIPMENT	101.114.350		24851	225614	P	959	00001
CENGAGE LEARNING INC/GAL	@FY@ BOOKS	25.59	BOOKS	101.142.340		79724071	023660	P	963	00002
CENTRAL SALT	@FY@ DEICING SALT	1,720.14	CHEMICALS	101.124.240		119-6428	023552	P	959	00002
	@FY@ DEICING SALT	1,763.83	CHEMICALS	101.124.240		119-64762	023552	P	959	00003
		3,483.97	*VENDOR TOTAL							
CORE & MAIN	@FY@ REPAIR CLAMP	473.34	REP. & MAINT. - DISTRIBU	601.601.226		91823	220225	P	959	00004
DEPT OF CORRECTIONS	@FY@ DOC WORK PROGRAM	157.25	REP. & MAINT. - BUILDING	201.201.223		C18D3201	080848	P	959	00005
	@FY@ DOC WORK PROGRAM	157.25	REP. & MAINT. - TRAIL	204.204.223		C18D3201	080848	P	959	00006
	@FY@ DOC WORK PROGRAM	157.25	REP. & MAINT. - BUILDING	621.621.223		C18D3201	080848	P	959	00007
		471.75	*VENDOR TOTAL							
DEPT OF HEALTH	@FY@ WATER SAMPLES	267.00	PROFESSIONAL SERVICES	601.601.202		10607864	220229	P	959	00008
	@FY@ SAC WATER SAMPLES	45.00	PROFESSIONAL SERVICES	203.203.202		10607864	220229	P	959	00009
		312.00	*VENDOR TOTAL							
EHRESMANN ENGINEERING IN	@FY@ TUBES	70.10	GARAGE PARTS	801.801.249		2052	023731	P	959	00010
FASTENAL COMPANY	@FY@ NUTS/BOLTS	1,042.56	GARAGE PARTS	801.801.249		SDYAN180879	023734	P	959	00011
	@FY@ PARTS	261.87	GARAGE PARTS	801.801.249		18084	023735	P	959	00047
		1,304.43	*VENDOR TOTAL							

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
GEOTEK ENG & TESTING SER	@FY@ SOFTBALL FIELD	3,100.00	PROFESSIONAL SERVICES	201.201.202		22K.2510-IN	080845	P	959	00013
GERSTNER OIL CO	@FY@ JET FUEL	29,049.41	GARAGE GASOLINE & LUBRIC	101.127.238		190198	023589	P	959	00012
	@FY@ FUEL	21,758.30	GARAGE GASOLINE & LUBRIC	801.801.238		190251	023732	P	959	00016
		50,807.71	*VENDOR TOTAL							
GROWMARK FS - YANKTON	@FY@ CORN	45.00	REP. & MAINT. - BUILDING	201.201.223		600011323	080844	P	959	00014
GUARDIAN FLEET SAFETY	@FY@ EQUIP INSTALL	20,097.94	EQUIPMENT	101.111.350		22-0986	221549	P	959	00015
HAWKINS INC	@FY@ CHEMICALS	12,842.68	CHEMICALS & GASES	601.601.240		6362940	220227	P	959	00017
	@FY@ CHEMICALS	15,095.39	CHEMICALS & GASES	601.601.240		6365714	220228	P	959	00021
	@FY@ CHEMICALS	660.51	CHEMICALS & GASES	202.202.240		6366359	080790	P	959	00019
	@FY@ CHEMICALS	772.72	CHEMICALS & GASES	203.203.240		6366990	080791	P	959	00020
	@FY@ CHEMICALS	2,950.02	CHEMICALS & GASES	611.611.240		6367887	221029	P	959	00018
		32,321.32	*VENDOR TOTAL							
J & H CARE & CLEANING CO	@FY@ JANITORIAL SUPPLIES	2,900.00	CONTRACTED SERVICES	203.203.204		101121-09	080846	P	959	00022
	JANITORIAL SUPPLIES	1,200.00	CONTRACTED SERVICES	101.142.204		12.30.22	023654	P	962	00001
		4,100.00	*VENDOR TOTAL							
JACK'S UNIFORMS	@FY@ BALLISTIC VESTS	4,154.85	EQUIPMENT	101.111.350		103356A	221534	P	959	00023
	@FY@ NAME TAPE	110.96	REP. & MAINT. - EQUIPMEN	101.111.221		103356A	221534	P	959	00024
		4,265.81	*VENDOR TOTAL							
JANSEN/DEAN	@FY@ REFUND	30.00	METERED SALES	601.3810		12.21.22	023643	P	959	00025
KLJ ENGINEERING LLC	@FY@ DESIGN SERVICES	3,000.00	DESIGN/CONST NORTH TAXIW	502.511.390		10182066	023733	P	959	00026
KNIFE RIVER - SOUTH DAKO	@FY@ WATER FIXTURE	893.66	REP. & MAINT. - BUILDING	201.201.223		588364	080847	P	959	00027
MCCLENNER/RYAN	@FY@ BOOT REIMBURSEMENT	95.84	UNIFORMS & DRY GOODS	611.611.244		12.23.22	202216	P	959	00029
MERKEL ELECTRIC	@FY@ INSTALL BREAKER	724.43	REP. & MAINT. - BUILDING	201.201.223		10178	080853	P	959	00030
MIRACLE RECREATION EQUIP	@FY@ WESTSIDE PLAY EQUIP	76,051.00	EQUIPMENT	201.201.350		850204	021268	P	959	00028

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
PLAN & DEVELOPMENT DIST	CEMETERY MAINTENANCE	1,500.00	PROFESSIONAL SERVICES	621.621.202		4136	023645	P	961	00011
PREMIER PYROTECHNICS	FIREWORKS	27,000.00	FIREWORKS	211.231.556		17993	023761	P	961	00010
RACOM CORPORATION	@FY@ RADIO ACCESS	35.80	PROFESSIONAL SERVICES	101.111.202		RL-220861	210004	P	959	00031
RADIANT HEAT OF SOUTH DA	@FY@ HP MOTOR	1,150.00	REP. & MAINT. - BUILDING	801.801.223		23000	080018	P	961	00012
REDLINGER BROS PLUMBING	@FY@ SUMP PUMP PIPING	1,493.29	REP. & MAINT. - BUILDING	202.202.223		33270	080849	P	959	00033
RIVERSIDE HYDRAULICS INC	@FY@ PARTS	8,227.22	GARAGE PARTS	801.801.249		80497	080017	P	959	00034
RIVERSIDE TECHNOLOGIES I	@FY@ MICROSOFT SERVER	16,500.25	EQUIPMENT	101.105.350		370171-IN	220031	P	959	00032
ROBINSON/DONNIE	@FY@ BOOT REIMBURSEMENT	130.00	UNIFORMS & DRY GOODS	601.601.244		2433046	202216	P	959	00035
SD PUBLIC ASSURANCE ALLI	@FY@ INSURANCE	290.06	INSURANCE POLICIES	637.637.201		29106	023638	P	959	00036
SHI INTERNATIONAL CORP	@FY@ MICROSOFT EDITION	5,141.70	EQUIPMENT	101.105.350		B16212810	220035	P	959	00038
SIOUX FALLS TWO WAY RADI	@FY@ RADIO REPAIR	54.97	REP. & MAINT. - EQUIPMEN	101.114.221		127556	225610	P	959	00037
SMITH INSURANCE INC/MT & FIRE PAK INSURANCE		41,370.00	INSURANCE	101.114.201		603	023637	P	961	00014
SOUTHEAST FIREFIGHTERS A	ANNUAL DUES	50.00	MEMBERSHIP DUES	101.114.261		12.20.22	225613	P	961	00013
THIRD MILLENNIUM ASSO IN	@FY@ UTILITY BILLING	305.22	PROFESSIONAL SERVICES	601.601.202		28517	003880	P	959	00040
	@FY@ UTILITY BILLING	291.65	PROFESSIONAL SERVICES	611.611.202		28517	003880	P	959	00048
	@FY@ UTILITY BILLING	81.38	PROFESSIONAL SERVICES	631.631.202		28517	003880	P	959	00049
		678.25	*VENDOR TOTAL							
TOMS ELECTRIC	@FY@ SERTOMA BATH LIGHT	383.91	REP. & MAINT. - BUILDING	201.201.223		5055	080850	P	959	00041
TRI AIR TESTING INC	@FY@ AIR TESTING EQUIP	573.00	CHEMICALS & GASES	101.114.240		RO124632	225611	P	959	00039

Schedule of Bills

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
WHOLESALE SUPPLY INC @FY@ SUPPLIES	24.05	PROGRAM SUPPLIES	101.142.242		450451	023659	P 963 00001
WILSON/CULLEN & MICHELE @FY@ REFUND	22.93	METERED SALES	601.3810		12.21.22	023642	P 959 00042
WNAX AM WNAX FM @FY@ AD	135.00	SPECIAL EVENTS - ACTIVIT	211.231.575		1221294267	080852	P 959 00043
YANKTON MEDICAL CLINIC @FY@ FFIGHTERS PHYSICALS	378.00	EXAMINATIONS	101.114.205		12.20.22	225612	P 959 00044
YANKTON RIVERBOAT DAYS I 2023 DONATION	10,000.00	RIVERBOAT DAYS	211.231.574		1.1.23	005659	P 961 00015
YANKTON THRIVE @FY@ AD	1,000.00	ADVERTISING	202.202.211		19056	080851	P 959 00046
YANKTON VOL FIRE DEPARTM @FY@ NOV/DEC FIRE CALLS	1,110.00	PROFESSIONAL SERV.-VOLUN	101.114.202		12.20.2022	225609	P 959 00045

Schedule of Bills

VENDOR NAME								
DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID LINE
REPORT TOTALS:	347,936.95							

RECORDS PRINTED - 000068

Schedule of Bills

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
101	GENERAL FUND	141,421.01
201	PARKS AND RECREATION	81,355.25
202	HUETHER FAMILY AQUATICS CTR	3,153.80
203	SUMMIT ACTIVITY CENTER	3,717.72
204	MARNE CREEK	157.25
211	LODGING SALES TAX	37,135.00
502	AIRPORT CAPITAL	3,000.00
601	WATER OPERATION	31,748.20
611	WASTE WATER OPERATION	6,241.86
621	CEMETERY OPERATION	1,657.25
631	SOLID WASTE	1,049.50
637	JOINT POWER	4,790.06
801	CENTRAL GARAGE	32,510.05
TOTAL ALL FUNDS		347,936.95

BANK RECAP:

BANK	NAME	DISBURSEMENTS
1DAK	FIRST DAKOTA NAT'L BANK CORP	347,936.95
TOTAL ALL BANKS		347,936.95

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	428.45	MISC. EMP. DED.	711.2079				949	00082
	AFSCME DEDUCTIONS	426.85	MISC. EMP. DED.	711.2079				949	00094
		855.30	*TOTAL						
AMERICAN FAMILY LIFE COR		00025							
	CANCER & ICU PREMIUMS	5,529.04	CANCER & ICU SUPPLEMENTA	711.2075		001234	P	949	00001
AVERA HEALTH PLANS		05140							
	HEALTH INSURANCE PREMIUM	86,737.71	HEALTH INSURANCE	711.2068		005122	P	949	00002
	RETIREE PREMIUMS	549.62	HEALTH INSURANCE	711.2068		005122	P	949	00003
		87,287.33	*TOTAL						
CITY UTILITIES		00109							
	WTR-WW CHARGES	473.13	WATER SERVICE	101.114.274		002642	P	949	00012
	WTR-WW CHARGES	55.46	SEWER SERVICE	101.114.275		002642	P	949	00013
	WTR-WW CHARGES	148.21	WATER SERVICE	101.125.274		002642	P	949	00007
	WTR-WW CHARGES	58.33	SEWER SERVICE	101.125.275		002642	P	949	00008
	WTR-WW CHARGES	209.50	WATER SERVICE	101.127.274		002642	P	949	00004
	WTR-WW CHARGES	142.05	WASTEWATER SERVICE	101.127.275		002642	P	949	00005
	WTR-WW CHARGES	47.22	LANDFILL	101.127.276		002642	P	949	00006
	WTR-WW CHARGES	236.41	WATER SERVICE	101.141.274		002642	P	949	00026
	WTR-WW CHARGES	153.53	SEWER SERVICE	101.141.275		002642	P	949	00027
	WATER-WW CHARGES	37.80	WATER SERVICE	101.142.274		002793	P	900	00001
	WATER-WW CHARGES	49.06	WATER SERVICE	101.142.274		002793	P	900	00002
	WATER-WW CHARGES	40.80	SEWER SERVICE	101.142.275		002793	P	900	00003
	WATER-WW CHARGES	17.53	SEWER SERVICE	101.142.275		002793	P	900	00004
	WTR-WW CHARGES	6,184.64	WATER SERVICE	201.201.274		002642	P	949	00019
	WTR-WW CHARGES	241.18	SEWER SERVICE	201.201.275		002642	P	949	00020
	WTR-WW CHARGES	3,382.70	WATER SERVICE	202.202.274		002642	P	949	00021
	WTR-WW CHARGES	623.91	WATER SERVICE	203.203.274		002642	P	949	00022
	WTR-WW CHARGES	214.73	SEWER SERVICE	203.203.275		002642	P	949	00023
	WTR-WW CHARGES	739.62	WATER SERVICE	601.601.274		002642	P	949	00024
	WTR-WW CHARGES	845.51	WATER SERVICE	611.611.274		002642	P	949	00025
	WTR-WW CHARGES	49.06	WATER SERVICE	631.631.274		002642	P	949	00017
	WTR-WW CHARGES	17.53	SEWER SERVICE	631.631.275		002642	P	949	00018
	WTR-WW CHARGES	232.42	WATER	637.637.274		002642	P	949	00009
	WTR-WW CHARGES	137.06	WW SERVICE	637.637.275		002642	P	949	00010
	WTR-WW CHARGES	23.61	LANDFILL	637.637.276		002642	P	949	00011
	WTR-WW CHARGES	92.82	WATER PURCHASED	801.801.274		002642	P	949	00014
	WTR-WW CHARGES	75.86	SEWER SERVICE	801.801.275		002642	P	949	00015
	WTR-WW CHARGES	23.61	LANDFILL	801.801.276		002642	P	949	00016
		14,553.29	*TOTAL						
DEPT OF SOCIAL SERVICES		01681							
	STATE OF SD CHILD SUP	917.42	MISC. EMP. DED.	711.2079				949	00077
	SD CHILD SUPPORT	917.42	MISC. EMP. DED.	711.2079				949	00089
		1,834.84	*TOTAL						
FIRST DAKOTA NAT'L BANK		07493							
	HSA CONTRIBUTIONS	1,405.39	HSA EMPLOYER CONTRIBUTIO	711.2052				949	00075
	HSA CONTRIBUTIONS	1,405.31	HSA EMPLOYER CONTRIBUTIO	711.2052				949	00087

CLAIM NUMBER	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	INVOICE	PO#	F/P	ID	LINE
	FIRST DAKOTA NAT'L BANK	07493							
	HSA CONTRIBUTIONS	2,211.27	HSA EMPLOYEE CONTRIBUTIO	711.2053				949	00076
	HSA CONTRIBUTIONS	2,211.27	HSA EMPLOYEE CONTRIBUTIO	711.2053				949	00088
		7,233.24	*TOTAL						
	FIRST NATIONAL BANK FSA	07494							
	CAFETERIA PLAN	387.50	FLEX DAYCARE	711.2054				949	00080
	CAFETERIA PLAN	387.50	FLEX DAYCARE	711.2054				949	00092
	CAFETERIA PLAN	337.50	FLEX MEDICAL	711.2055				949	00081
	CAFETERIA PLAN	337.50	FLEX MEDICAL	711.2055				949	00093
		1,450.00	*TOTAL						
	ICMA RETIREMENT TRUST -	00287							
	ICMA CONTRIBUTIONS	205.00	ICMA DEFERRED COMPENSATI	711.2067				949	00074
	ICMA CONTRIBUTIONS	205.00	ICMA DEFERRED COMPENSATI	711.2067				949	00086
		410.00	*TOTAL						
	LUMEN	07496							
	FIBER INTERNET	347.36	INTERNET ACCESS	101.105.270	616630409	023065	P	949	00028
	MIDAMERICAN ENERGY	00303							
	FUEL	147.83	FUEL-HEATING	101.114.273				949	00032
	FUEL	16.15	FUEL-GENERATOR	101.115.273				949	00031
	FUEL	597.98	ROAD MATERIALS	101.123.239				949	00036
	FUEL	221.18	FUEL-HEATING	101.125.273				949	00033
	FUEL	356.21	FUEL-HEATING	101.127.273				949	00029
	FUEL	177.69	FUEL-HEATING	101.141.273				949	00035
	FUEL	278.21	FUEL-HEATING	201.201.273				949	00034
	FUEL	2,412.59	FUEL-HEATING	601.601.273				949	00038
	FUEL	964.71	HEATING FUEL - GAS	637.637.273				949	00037
	FUEL	102.29	FUEL-HEATING	801.801.273				949	00030
	FUEL	74.99	FUEL-HEATING	101.142.273	11.29.22	002794	P	900	00005
		5,349.83	*TOTAL						
	MONEY MOVERS INC	07676							
	NIHCA FEE	10.75	PROFESSIONAL SERVICES	203.203.202	154417	023072	P	949	00039
	MORROW/JOSEPH C.	03823							
	DESIGN WORK	3,660.00	PROFESSIONAL SERVICES	101.125.202	142 & 143	203537	P	949	00040
	DESIGN WORK	2,100.00	PROFESSIONAL SERVICES	101.125.202	144	203537	P	949	00041
		5,760.00	*TOTAL						
	NEBRASKA DOR - WH INCOME	07502							
	NE INCOME TAX	991.53	NEBRASKA INCOME TAX	711.2057		005222	P	949	00042
	NORTHWESTERN ENERGY	00455							
	ELECTRICITY	526.59	ELECTRICITY	101.114.272				949	00050
	ELECTRICITY	725.56	FUEL-HEATING	101.114.273				949	00099
	ELECTRICITY	73.01	ELECTRICITY	101.115.272				949	00049
	ELECTRICITY	20.32	FUEL-GENERATOR	101.115.273				949	00098
	ELECTRICITY	287.08	ROAD MATERIALS	101.123.239				949	00104
	ELECTRICITY	177.00	ELECTRICITY	101.123.272				949	00055
	ELECTRICITY	1,611.25	ELECTRICITY	101.125.272				949	00048
	ELECTRICITY	847.74	FUEL-HEATING	101.125.273				949	00100
	ELECTRICITY	29,402.19	ELECTRICITY-STREET LIGHT	101.126.272				949	00043

CLAIM NUMBER	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	INVOICE	PO#	F/P	ID	LINE
	NORTHWESTERN ENERGY	00455							
	ELECTRICITY	1,222.85	ELECTRICITY	101.127.272				949	00045
	ELECTRICITY	1,601.18	FUEL-HEATING	101.127.273				949	00096
	ELECTRICITY	1,400.81	ELECTRICITY	101.141.272				949	00054
	ELECTRICITY	466.98	FUEL-HEATING	101.141.273				949	00103
	ELECTRICITY	1,264.60	ELECTRICITY	101.142.272		002795	P	900	00006
	ELECTRICITY	423.56	FUEL-HEATING	101.142.273				949	00101
	ELECTRICITY	2,843.59	ELECTRICITY	201.201.272				949	00044
	ELECTRICITY	1,146.35	FUEL-HEATING	201.201.273				949	00102
	ELECTRICITY	531.79	ELECTRICITY	202.202.272				949	00053
	ELECTRICITY	26,631.98	ELECTRICITY	601.601.272				949	00057
	ELECTRICITY	5,939.42	FUEL-HEATING	601.601.273				949	00106
	ELECTRICITY	10,883.43	ELECTRICITY	611.611.272				949	00058
	ELECTRICITY	135.38	ELECTRICITY	621.621.272				949	00046
	ELECTRICITY	123.09	ELECTRICITY	637.637.272				949	00052
	ELECTRICITY	511.26	ELECTRICITY	637.637.272				949	00056
	ELECTRICITY	2,707.54	HEATING FUEL - GAS	637.637.273				949	00105
	ELECTRICITY	10.93	ELECTRICITY	641.641.272				949	00051
	ELECTRICITY	748.56	ELECTRICITY	801.801.272				949	00047
	ELECTRICITY	883.64	FUEL-HEATING	801.801.273				949	00097
		93,147.68	*TOTAL						
	PAYMENT SERVICES NETWORK	07677							
	CC MERCHANT FEES	69.25	PROFESSIONAL SERVICES	601.601.202	268800/268556	023066	P	949	00059
	CC MERCHANT FEES	66.18	PROFESSIONAL SERVICES	611.611.202	268800/268556	023066	P	949	00060
	CC MERCHANT FEES	18.47	PROFESSIONAL SERVICES	631.631.202	268800/268556	023066	P	949	00061
	CC MERCHANT FEES	4.95	PROFESSIONAL SERVICES &	637.637.202	268800/268556	023066	P	949	00062
		158.85	*TOTAL						
	PRINCIPAL LIFE INSURANCE	07491							
	DENTAL INSURANCE	6,770.69	DENTAL INSURANCE	711.2059		003190	P	949	00108
	RETIREMENT, SD	00519							
	SD RETIREMENT	89,229.35	SD RETIREMENT SYSTEM	711.2066		002809	P	949	00063
	SDSRP	04992							
	SD SUPPLEMENT RETIREMENT	4,869.50	ROTH 457 SDRS-SRP	711.2056				949	00079
	SD SUPPLEMENT RETIREMENT	4,119.50	ROTH 457 SDRS-SRP	711.2056				949	00091
	SD SUPPLEMENT RETIREMENT	3,617.50	SDRS SUPPLEMENTAL RETIRE	711.2058				949	00078
	SD SUPPLEMENT RETIREMENT	3,617.50	SDRS SUPPLEMENTAL RETIRE	711.2058				949	00090
		16,224.00	*TOTAL						
	STANDARD INSURANCE COMPA	05508							
	VISION INSURANCE	703.32	VISION INSURANCE	711.2078		005313	P	949	00107
	U.S. POST OFFICE-UTIL	00642							
	UTILITY BILLING POSTAGE	1,062.24	PROFESSIONAL SERVICES	601.601.202		001855	P	949	00069
	UTILITY BILLING POSTAGE	1,015.02	PROFESSIONAL SERVICES	611.611.202		001855	P	949	00070
	UTILITY BILLING POSTAGE	283.26	PROFESSIONAL SERVICES	631.631.202		001855	P	949	00071
		2,360.52	*TOTAL						
	UKG WORKFORCE READY	07490							
	PAYROLL/HR/TLM SOFTWARE	1,712.73	PROFESSIONAL SERVICES	101.107.202	12005676	203533	P	949	00064
	PAYROLL/HR/TLM SOFTWARE	211.45	PROFESSIONAL SERVICES	601.601.202	12005676	203533	P	949	00065

CLAIM NUMBER	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	INVOICE	PO#	F/P	ID	LINE
	UKG WORKFORCE READY	07490							
	PAYROLL/HR/TLM SOFTWARE	63.44	PROFESSIONAL SERVICES	611.611.202	12005676	203533	P	949	00066
	PAYROLL/HR/TLM SOFTWARE	63.44	PROFESSIONAL SERVICES	631.631.202	12005676	203533	P	949	00067
	PAYROLL/HR/TLM SOFTWARE	63.44	PROFESSIONAL SERVICES &	637.637.202	12005676	203533	P	949	00068
		2,114.50	*TOTAL						
	UNITED STATES TREASURERY	07526							
	FEDERAL WITHHOLDING TAX	32,964.35	WITHHOLDING	711.2064				949	00072
	FEDERAL WITHHOLDING TAX	31,752.05	WITHHOLDING	711.2064				949	00084
	FEDERAL WITHHOLDING TAX	53,454.96	OASI	711.2065				949	00073
	FEDERAL WITHHOLDING TAX	52,480.62	OASI	711.2065				949	00085
		170,651.98	*TOTAL						
	UNITED WAY	00918							
	UNITED WAY	86.00	UNITED FUND	711.2070				949	00083
	UNITED WAY	86.00	UNITED FUND	711.2070				949	00095
		172.00	*TOTAL						
		513,145.40	**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:		513,145.40					

RECORDS PRINTED - 000114

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
101	GENERAL FUND	51,131.87
201	PARKS AND RECREATION	10,693.97
202	HUETHER FAMILY AQUATICS CTR	3,914.49
203	SUMMIT ACTIVITY CENTER	849.39
601	WATER OPERATION	37,066.55
611	WASTE WATER OPERATION	12,873.58
621	CEMETERY OPERATION	135.38
631	SOLID WASTE	431.76
637	JOINT POWER	4,768.08
641	GOLF COURSE	10.93
711	EMPLOYEE BENEFIT	389,342.62
801	CENTRAL GARAGE	1,926.78
TOTAL ALL FUNDS		513,145.40

BANK RECAP:

BANK	NAME	DISBURSEMENTS
1DAK	FIRST DAKOTA NAT'L BANK CORP	513,145.40
TOTAL ALL BANKS		513,145.40

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
	DAKOTA TRAFFIC SERVICES	05858							
	PAVEMENT MARKING	3,500.00	PERMANENT PAVEMENT MARKI	506.574.373	122112	022947	P	932	00002
	PAVEMENT MARKING	14,835.00	PERMANENT PAVEMENT MARKI	506.574.373	122112	022947	P	932	00003
	PAVEMENT MARKING	210.00	PERMANENT PAVEMENT MARKI	506.574.373	122112	022947	P	932	00004
	PAVEMENT MARKING	23,892.00	PERMANENT PAVEMENT MARKI	506.574.373	122112	022947	P	932	00005
	PAVEMENT MARKING	1,250.00	PERMANENT PAVEMENT MARKI	506.574.373	122112	022947	P	932	00006
	PAVEMENT MARKING	4,549.40	PERMANENT PAVEMENT MARKI	506.574.373	122112	022947	P	932	00007
	PAVEMENT MARKING	7,602.00	PERMANENT PAVEMENT MARKI	506.574.373	122112	022947	P	932	00008
	PAVEMENT MARKING	250.00	PERMANENT PAVEMENT MARKI	506.574.373	122112	022947	P	932	00009
	PAVEMENT MARKING	365.60	PERMANENT PAVEMENT MARKI	506.574.373	122112	022947	P	932	00010
	PAVEMENT MARKING	1,056.00	PERMANENT PAVEMENT MARKI	506.574.373	122112	022947	P	932	00011
	PAVEMENT MARKING	50.00	PERMANENT PAVEMENT MARKI	506.574.373	122112	022947	P	932	00012
	PAVEMENT MARKING	173.20	PERMANENT PAVEMENT MARKI	506.574.373	122112	022947	P	932	00013
		57,733.20	*TOTAL						
	DUCKS UNLIMITED INC	07685							
	WETLAND MITIGATION	63,376.00	FEMA 2019	204.204.323	202353	023634	P	932	00017
	FEIMER CONSTRUCTION	00197							
	CONSTRUCTION	129,856.75	TRAIL & DRAINAGE IMPROVE	506.573.391		223030	P	932	00021
	HULTS/NATHAN	07666							
	PROFESSIONAL SERVICES	800.00	EMPLOYEE COMMITTEE	101.107.141		020221	P	932	00001
	MASONRY COMPONENTS INC	02254							
	CONSTRUCTION	26,644.70	BUILDINGS & STRUCTURES	101.123.320		223022	P	932	00016
	MOTOR VEHICLE DEPT, SD	00424							
	TITLE & LISENSE	24.20	EQUIPMENT	637.637.350	2022	023635	P	932	00020
	NORTH CENTRAL INTERNATIO	02281							
	REPLACE SEMI TRACTOR	126,543.00	EQUIPMENT	637.637.350		022772	P	932	00018
	PATHWAYS SHELTER FOR HOM	07200							
	CDBG GRANT	70,834.65	PATHWAYS HOMELESS SHELTE	501.501.394		023077	P	932	00019
	1-800 HANSONS LLC	.19039							
	PERMIT REFUND FEE	20.00	PERMITS	101.3230		021138	P	932	00014
	1-800-HANSONS LLC	.19040							
	REFUND	44.50	PERMITS	101.3230		023011	P	932	00015
		475,877.00	**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:		475,877.00					

RECORDS PRINTED - 000021

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
101	GENERAL FUND	27,509.20
204	MARNE CREEK	63,376.00
501	PUBLIC IMPROVEMENT	70,834.65
506	SPECIAL CAPITAL IMPROV	187,589.95
637	JOINT POWER	126,567.20
TOTAL ALL FUNDS		475,877.00

BANK RECAP:

BANK	NAME	DISBURSEMENTS
1DAK	FIRST DAKOTA NAT'L BANK CORP	475,877.00
TOTAL ALL BANKS		475,877.00

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
ADOBE ACROPRO SUBS	SUBSCRIPTION	14.99	SUBSCRIPTIONS & PUBLICAT	101.106.235		Bies		966 00320
ADOBE CREATIVE CLOUD	COMPUTER PROGRAM	58.56	CONTRACTED SERVICES - OP	201.201.204		McHenry		966 00338
AIRNAV	AIRNAV RENEWAL	90.00	PROFESSIONAL SERVICES -	101.127.202		Roinstad		966 00105
AMAZON.COM O67HO5XV3	AQUATIC DUMBELLS	134.90	RECREATION SUPPLIES	203.203.242		Wattier		966 00233
AMAZON.COM TK7YR5FW3 A	MEDICINE BALLS	105.96	RECREATION SUPPLIES	203.203.242		McHenry		966 00086
AMAZON.COM UW4WB6KZ3	ANNUAL PLANNERS	91.66	OFFICE SUPPLIES	101.122.232		Goeden		966 00209
AMERICAN RED CROSS	LIFEGUARD CERTIFICATION	950.00	RECREATION SUPPLIES	203.203.242		Youmans		966 00319
AMZN MKTP US AMZN.COM/	CREDIT	11.20CR	RECREATION SUPPLIES	203.203.242		Wattier		966 00082
	CREDIT	11.21CR	RECREATION SUPPLIES	203.203.242		Wattier		966 00426
	CREDIT	11.21CR	RECREATION SUPPLIES	203.203.242		Wattier		966 00442
	CREDIT	11.21CR	RECREATION SUPPLIES	203.203.242		Wattier		966 00445
	CREDIT	11.21CR	RECREATION SUPPLIES	203.203.242		Wattier		966 00451
		56.04CR	*VENDOR TOTAL					
AMZN MKTP US AS4XX1DM3	OFFICE SUPPLIES	17.25	OFFICE SUPPLIES	101.142.232		Dobrovolny		966 00446
	JANITORIAL SUPPLIES	62.79	JANITORIAL SUPPLIES	101.142.236		Dobrovolny		966 00447
	BOOKS	81.54	BOOKS	101.142.340		Dobrovolny		966 00448
		161.58	*VENDOR TOTAL					
AMZN MKTP US B80KQ7NP3	LAB DISHWASHER REPAIR	211.94	REP. & MAINT. - PLANT	611.611.221		Hanson		966 00178
AMZN MKTP US HW10E4ZR2	GUN CLEANER, DEGREASER	25.98	REP. & MAINT. - EQUIPMEN	101.111.221		Rothenberger		966 00495
AMZN MKTP US HW39T7IQ2	PORTABLE RADIO BELT CLIP	9.54	REP. & MAINT. - EQUIPMEN	101.114.221		Nickles		966 00489
AMZN MKTP US HW44N8ZP2	GUN CLEANING SUPPLIES	17.98	REP. & MAINT. - EQUIPMEN	101.111.221		Rothenberger		966 00493
AMZN MKTP US HZ38X6C12	TWO-WAY RADIO ANTENNA	9.85	REP. & MAINT. - EQUIPMEN	101.114.221		Nickles		966 00466

Credit Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
AMZN MKTP US HZ8ZO70E1	OFFICE SUPPLIES	9.99	OFFICE SUPPLIES	101.142.232		Dobrovolny		966 00478
	DVD	11.89	AV - CAPITAL	101.142.342		Dobrovolny		966 00479
		21.88	*VENDOR TOTAL					
AMZN MKTP US H34086303	DVD'S	58.81	AV - CAPITAL	101.142.342		Dobrovolny		966 00090
AMZN MKTP US JC2359GY3	BATTERY REPLACEMENT	15.99	REP. & MAINT. - BUILDING	101.125.223		Homstad		966 00110
AMZN MKTP US MC7KE5XD3	EVIDENCE STORAGE DRIVES	268.88	SPECIAL ACCOUNT - DETECT	101.111.266		Rothenberger		966 00117
AMZN MKTP US NA4P86BF3	PROGRAM SUPPLIES	10.97	PROGRAM SUPPLIES	101.142.242		Dobrovolny		966 00060
AMZN MKTP US NM4P40TN3	BOOKS	14.99	BOOKS	101.142.340		Dobrovolny		966 00223
	GIFT BOOK	16.95	BOOKS	701.701.340		Dobrovolny		966 00224
		31.94	*VENDOR TOTAL					
AMZN MKTP US O68M71VJ3	EXERCISE HANDLES	39.98	REP. & MAINT. - EQUIPMEN	203.203.221		McHenry		966 00309
AMZN MKTP US PG6WL09X3	PROGRAM SUPPLIES	51.97	PROGRAM SUPPLIES	101.142.242		Dobrovolny		966 00126
	BOOKS	35.94	BOOKS	101.142.340		Dobrovolny		966 00127
		87.91	*VENDOR TOTAL					
AMZN MKTP US QW1RV4DK3	PROJECT BINDERS/FOLDERS	33.84	OFFICE SUPPLIES	101.122.232		Goeden		966 00037
AMZN MKTP US S40HZ3XS3	PROGRAM SUPPLIES	53.25	PROGRAM SUPPLIES	101.142.242		Dobrovolny		966 00074
	DVD'S	15.98	AV - CAPITAL	101.142.342		Dobrovolny		966 00075
		69.23	*VENDOR TOTAL					
AMZN MKTP US S50VM0XW3	BOOKS	20.84	BOOKS	101.142.340		Dobrovolny		966 00129
AMZN MKTP US YD1OC3GX3	THUMB DRIVES, CHARGERS	330.96	SPECIAL ACCOUNT - DETECT	101.111.266		Rothenberger		966 00143
AMZN MKTP US ZG16A6IE3	PROGRAM SUPPLIES	12.98	PROGRAM SUPPLIES	101.142.242		Dobrovolny		966 00181
AMZN MKTP US 256I96P03	BOOKS	6.38	BOOKS	101.142.340		Dobrovolny		966 00200

Credit Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
AMZN MKTP US 3Z4745SU3	JANITORIAL SUPPLIES	67.98	JANITORIAL SUPPLIES	101.142.236		Dobrovolny		966 00114
	PROGRAM SUPPLIES	13.89	PROGRAM SUPPLIES	101.142.242		Dobrovolny		966 00115
	DVD'S	140.34	AV - CAPITAL	101.142.342		Dobrovolny		966 00116
		222.21	*VENDOR TOTAL					
AMZN MKTP US 4X87N34P3	TEMP/HUMIDITY MONITOR	24.98	REP. & MAINT. - BUILDING	101.125.223		Homstad		966 00136
AMZN MKTP US 5R0LM2P83	PEOPLE COUNTER	139.00	REP. & MAINT. - BUILDING	101.142.223		Homstad		966 00103
AMZN MKTP US 5R3DD03F3	BOOKS	14.97	BOOKS	101.142.340		Dobrovolny		966 00465
AMZN MKTP US 6N0BB3EY3	OFFICE SUPPLIES	19.29	OFFICE SUPPLIES	101.142.232		Dobrovolny		966 00453
	BOOKS	130.81	BOOKS	101.142.340		Dobrovolny		966 00454
	DVD'S	8.80	AV - CAPITAL	101.142.342		Dobrovolny		966 00455
		158.90	*VENDOR TOTAL					
AMZN MKTP US 652Z89I23	BOOKS	28.24	BOOKS	101.142.340		Dobrovolny		966 00100
ASCE PURCHASING	ASCE MEMBERSHIP DUES	270.00	MEMBERSHIP DUES	101.122.261		Haberman		966 00357
ATT BILL PAYMENT	CELL PHONE	80.44	TELEPHONE	201.201.271		Bailey		966 00252
	CELL PHONE	27.75	TELEPHONE	601.601.271		Bailey		966 00253
	MOBILE DATA	95.61	PROFESSIONAL SERVICES -	101.127.202		Peters		966 00242
	MOBILE DATA	40.04	PROFESSIONAL SERVICES	101.122.202		Peters		966 00243
	MOBILE DATA	45.28	PROFESSIONAL SERVICES	101.123.202		Peters		966 00244
	MOBILE DATA	45.28	PROFESSIONAL SERVICES	601.601.202		Peters		966 00245
	MOBILE DATA	913.56	PROFESSIONAL SERVICES	101.111.202		Peters		966 00246
		1,247.96	*VENDOR TOTAL					
AUTOZONE #3795	RETURN	13.77CR	GARAGE PARTS	801.801.249		Kulhavy		966 00154
	RETURN	43.90CR	GARAGE PARTS	801.801.249		Kulhavy		966 00157
	FILTER	39.90	GARAGE PARTS	801.801.249		Kulhavy		966 00180
	FILTER	39.90	GARAGE PARTS	801.801.249		Kulhavy		966 00197
	ANTIFREEZE, WIPER BLADES	137.94	GARAGE PARTS	801.801.249		Kulhavy		966 00211
	AIR FILTERS	27.54	GARAGE PARTS	801.801.249		Kulhavy		966 00221
	RETURN	154.74CR	GARAGE PARTS	801.801.249		Kulhavy		966 00232
	RETURN	13.77CR	GARAGE PARTS	801.801.249		Kulhavy		966 00236
	AIR FILTERS	154.74	GARAGE PARTS	801.801.249		Kulhavy		966 00295
	WIPER BLADES, ANTIFREEZE	408.52	GARAGE PARTS	801.801.249		Kulhavy		966 00304
	FILTERS	159.99	GARAGE PARTS	801.801.249		Kulhavy		966 00463
		742.35	*VENDOR TOTAL					

Credit Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
AXVOICE INC	DIALER SERVICE	21.44	PROFESSIONAL SERVICES	601.601.202		Chytka		966 00390
BADGEANDWALLET.COM	TIE CLIP, COLLAR BRASS	146.00	UNIFORMS	101.111.244		Foote		966 00166
BECKER BODY SHOP LLC	VEHICLE REPAIR	2,806.37	REP. & MAINT. -VEHICLES	101.111.222		Rothenberger		966 00184
BLUEPEAK	PHONE	159.92	TELEPHONE	101.127.271		Yardley		966 00097
	PHONE	39.98	TELEPHONE	101.123.271		Yardley		966 00098
	PHONE	176.21	TELEPHONE	201.201.271		Yardley		966 00230
	PHONE	42.62	TELEPHONE	101.102.271		Yardley		966 00369
	PHONE	113.04	TELEPHONE	101.104.271		Yardley		966 00370
	PHONE	13.81	TELEPHONE	101.105.271		Yardley		966 00371
	PHONE	52.43	TELEPHONE	101.106.271		Yardley		966 00372
	PHONE	13.81	TELEPHONE	101.107.271		Yardley		966 00373
	PHONE	22.01	TELEPHONE	101.111.271		Yardley		966 00374
	PHONE	64.32	TELEPHONE	101.114.271		Yardley		966 00375
	PHONE	105.50	TELEPHONE	101.122.271		Yardley		966 00376
	PHONE	40.52	TELEPHONE	101.123.271		Yardley		966 00377
	PHONE	45.06	TELEPHONE	101.142.271		Yardley		966 00378
	PHONE	156.46	TELEPHONE	201.201.271		Yardley		966 00379
	PHONE	22.67	TELEPHONE	202.202.271		Yardley		966 00380
	PHONE	147.96	TELEPHONE	203.203.271		Yardley		966 00381
	PHONE	92.50	TELEPHONE	601.601.271		Yardley		966 00382
	PHONE	13.81	TELEPHONE	611.611.271		Yardley		966 00383
	PHONE	22.01	TELEPHONE	637.637.271		Yardley		966 00384
	INTERNET SERVICE	701.99	INTERNET ACCESS	101.105.270		Yardley		966 00397
	PHONE	23.33	TELEPHONE	101.102.271		Yardley		966 00400
	PHONE	188.83	TELEPHONE	101.104.271		Yardley		966 00401
	PHONE	21.76	TELEPHONE	101.105.271		Yardley		966 00402
	PHONE	83.08	TELEPHONE	101.106.271		Yardley		966 00403
	PHONE	67.06	TELEPHONE	101.107.271		Yardley		966 00404
	PHONE	32.59	TELEPHONE	101.111.271		Yardley		966 00405
	PHONE	94.97	TELEPHONE	101.114.271		Yardley		966 00406
	PHONE	186.68	TELEPHONE	101.122.271		Yardley		966 00407
	PHONE	62.75	TELEPHONE	101.123.271		Yardley		966 00408
	PHONE	74.40	TELEPHONE	101.142.271		Yardley		966 00409
	PHONE	231.63	TELEPHONE	201.201.271		Yardley		966 00410
	PHONE	33.56	TELEPHONE	202.202.271		Yardley		966 00411
	PHONE	219.05	TELEPHONE	203.203.271		Yardley		966 00412
	PHONE	137.22	TELEPHONE	601.601.271		Yardley		966 00413
	PHONE	21.37	TELEPHONE	611.611.271		Yardley		966 00414
	PHONE	32.93	TELEPHONE	637.637.271		Yardley		966 00415
	PHONE	275.40	TELEPHONE	601.601.271		Yardley		966 00494
		3,833.24	*VENDOR TOTAL					

Credit Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
BOMGAARS #2 YANKTON								
	SAFETY APPAREL	36.98	PROFESSIONAL SERVICES	101.107.202		Bailey		966 00125
	SKATE PARK HARDWARE	8.49	SMALL TOOLS & HARDWARE	201.201.247		Bornitz		966 00091
	HYDRAULIC CYLINDER	109.99	REP. & MAINT. - EQUIPMEN	621.621.221		Bornitz		966 00199
	EQUIPMENT MAINTENANCE	59.97	REP. & MAINT. - EQUIPMEN	621.621.221		Bornitz		966 00459
	MAINTENANCE	13.97	REP. & MAINT. - BUILDING	202.202.223		Eskens		966 00286
	HARDWARE	28.64	SMALL TOOLS & HARDWARE	201.201.247		Frick		966 00054
	SHOP SUPPLIES	24.96	REP. & MAINT. - BUILDING	201.201.223		Groves		966 00032
	SHOP SUPPLIES	8.68	REP. & MAINT. - BUILDING	201.201.223		Groves		966 00077
	SHOP SUPPLIES	5.58	REP. & MAINT. - BUILDING	201.201.223		Groves		966 00311
	HARDWARE	4.14	SMALL TOOLS & HARDWARE	201.201.247		Groves		966 00316
	U BOLTS	11.99	REP. & MAINT. - COLLECTI	611.611.226		Hallock		966 00066
	SMALL TOOLS	45.69	SMALL TOOLS & HARDWARE	611.611.247		Hanson		966 00293
	JANITORIAL SUPPLIES	67.95	JANITORIAL SUPPLIES	611.611.236		Hanson		966 00294
	FASTENERS	8.58	REP. & MAINT. - BUILDING	101.125.223		Homstad		966 00095
	DE-ICER	16.47	REP. & MAINT. - EQUIPMEN	201.201.221		Jensen		966 00141
	SHOP SUPPLIES	219.96	REP. & MAINT. - BUILDING	201.201.223		Jensen		966 00423
	SHOP SUPPLIES	119.98	REP. & MAINT. - BUILDING	201.201.223		Kirchner		966 00492
	CURB STOP REPAIRS	91.90	REP. & MAINT. - DISTRIBU	601.601.226		Kuehler		966 00491
	TOOLS	480.94	SMALL TOOLS & HARDWARE	801.801.247		Kulhavy		966 00002
	GRINDER/DRILL BITS	269.95	SMALL TOOLS & HARDWARE	801.801.247		Kulhavy		966 00182
	PRESSURE GAUGE	7.99	GARAGE PARTS	801.801.249		Nowak		966 00130
	WELDING SHOP SUPPLIES	19.92	GARAGE PARTS	801.801.249		Nowak		966 00441
	HARDWARE	4.99	SMALL TOOLS & HARDWARE	201.201.247		Pavel		966 00162
	HARDWARE	20.98	SMALL TOOLS & HARDWARE	201.201.247		Pavel		966 00312
	HARDWARE	10.49	SMALL TOOLS & HARDWARE	201.201.247		Pavel		966 00315
	CLEANING SUPPLIES	11.38	JANITORIAL SUPPLIES	201.201.236		Pavel		966 00335
	FASTENERS, BIT	31.63	REP. & MAINT. - PLANT	601.601.221		Peterson		966 00191
	SPRING SNAP	15.98	REP. & MAINT. - EQUIPMEN	101.123.221		Potts		966 00106
	ANTIFREEZE, WD-40	124.39	REP. & MAINT. - EQUIPMEN	101.123.221		Potts		966 00107
	TRAILER HITCH FASTNERS	3.56	REP. & MAINT. - EQUIPMEN	101.111.221		Rothenberger		966 00175
	MARKERS	21.98	SMALL TOOLS & HARDWARE	101.126.247		Ryken		966 00460
	SHELTER NUMBERS	4.98	REP. & MAINT. - BUILDING	201.201.223		Schieffer		966 00176
	SHOP SUPPLIES	129.97	REP. & MAINT. - BUILDING	201.201.223		Schieffer		966 00427
	UNIFORM	74.99	UNIFORMS & DRY GOODS	201.201.244		Snyder		966 00137
	EQUIPMENT SPRAY PAINT	25.98	REP. & MAINT. - EQUIPMEN	101.123.221		Ulmer		966 00059
	GARAGE DOOR LUBE	11.98	GARAGE PARTS	801.801.249		Ulmer		966 00080
	SMALL TOOLS	33.96	SMALL TOOLS & HARDWARE	101.123.247		Ulmer		966 00472
	UNIFORM	92.16	UNIFORMS & DRY GOODS	201.201.244		Walsh		966 00186
	FLAG MARKERS	21.98	REP. & MAINT. - TRAIL	204.204.223		Walsh		966 00488
		2,304.10	*VENDOR TOTAL					
C & B YANKTON								
	SNOW BLOWER PARTS	3.57	REP. & MAINT. - PLANT	611.611.221		Hanson		966 00256
CASEYS #2268								
	TRAVEL EXPENSE	80.00	TRAVEL EXPENSE	203.203.263		McHenry		966 00387
CBR NITRO PDF								
	PDF SOFTWARE	125.99	OFFICE SUPPLIES	101.123.232		Johnson		966 00352

Credit Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
CENEX ZIP TRIP09914102	FUEL	78.17	REP. & MAINT. -VEHICLES	101.126.222		Ryken		966 00436
CHEMPURE PRODUCTS CORP	ROOT CUTTER CHAIN	568.12	REP. & MAINT. - COLLECTI	611.611.226		Robinson		966 00026
COFFEE CUP #8	TRAVEL EXPENSE	41.00	TRAVEL EXPENSE	101.111.263		Yankton Police		966 00418
CRESCENT ELECTRIC 029	SHOP SUPPLIES	40.39	REP. & MAINT. - BUILDING	201.201.223		Kirchner		966 00281
	SHOP SUPPLIES	80.78	REP. & MAINT. - BUILDING	201.201.223		Kirchner		966 00354
	ELECTRICAL SUPPLIES	170.64	REP. & MAINT. - EQUIPMEN	101.126.221		Ryken		966 00302
		291.81	*VENDOR TOTAL					
DASH MEDICAL GLOVES	MEDICAL GLOVES	135.84	MEDICAL & SAFETY SUPPLIE	101.111.243		Rothenberger		966 00225
DEPARTMENT OF AGRICULT	DNR FEES	106.25	PROFESSIONAL SERVICES &	637.637.202		Potts		966 00093
	DNR FEES	406.25	PROFESSIONAL SERVICES	101.123.202		Potts		966 00094
	STORMWATER PERMIT	205.00	PROFESSIONAL SERVICES -	101.127.202		Roinstad		966 00087
		717.50	*VENDOR TOTAL					
DEPT OF AG AG SERVICES	MEMBERSHIPS DUES	179.38	MEMBERSHIP DUES	201.201.261		Kortan		966 00161
DLT SOLUTIONS 703-773-	SOFTWARE	1,345.68	SUBSCRIPTIONS & PUBLICAT	101.105.235		Johnson		966 00348
	SOFTWARE	1,345.66	PROFESSIONAL SERVICES	601.601.202		Johnson		966 00349
	SOFTWARE	1,345.66	PROFESSIONAL SERVICES	611.611.202		Johnson		966 00350
		4,037.00	*VENDOR TOTAL					
DOLLAR TREE	PROGRAM SUPPLIES	8.75	PROGRAM SUPPLIES	101.142.242		Schmidt		966 00119
	SUMMER READING SUPPLIES	20.00	RECREATION SUPPLIES	701.701.242		Schmidt		966 00120
	PROGRAM SUPPLIES	23.62	PROGRAM SUPPLIES	101.142.242		Schmidt		966 00351
		52.37	*VENDOR TOTAL					
DUNHAMS 122	PARK SUPPLIES	28.74	REP. & MAINT. - BUILDING	201.201.223		Groves		966 00132
	DARE ESSAY SUPPLY	25.00	PUBLIC EDUCATION EXPENDI	101.111.251		Rothenberger		966 00149
		53.74	*VENDOR TOTAL					
EB 2023 COMMERCIAL AP	MEMBERSHIP	20.00	MEMBERSHIP DUES	201.201.261		Eskens		966 00019
	MEMBERSHIP DUES	20.00	MEMBERSHIP DUES	201.201.261		Kortan		966 00169
		40.00	*VENDOR TOTAL					

Credit Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
ECHO ELECTRIC SUPPLY -	BULBS	8.68	REP. & MAINT. - BUILDING	201.201.223		Frick		966 00288
	SHOP LIGHTS	33.70	REP. & MAINT. - BUILDING	201.201.223		Jensen		966 00241
	SHOP LIGHT BALLAST	65.49	REP. & MAINT. - BUILDING	201.201.223		Jensen		966 00285
	NETWORK TOOL	87.00	REP. & MAINT. - EQUIPMEN	101.105.221		Johnson		966 00048
	ELECTRICAL SUPPLIES	43.99	REP. & MAINT. - EQUIPMEN	101.126.221		Ryken		966 00324
	ELECTRICAL PARTS	232.67	REP. & MAINT. - EQUIPMEN	101.126.221		Ryken		966 00386
		471.53	*VENDOR TOTAL					
ENGINEER SUPPLY LLC	SURVEY EQUIPMENT	1,064.94	EQUIPMENT	101.122.350		Haberman		966 00485
ENVISION WARE	PROFESSIONAL SERVICES	565.81	PROFESSIONAL SERVICES	101.142.202		Schmidt		966 00328
FACEBK AMC63KKFR2	SAC FACEBOOK ADS	95.15	PROMOTIONAL	203.203.210		Larson		966 00457
FAIR MANUFACTURING	SNOW BLOWER BLADES	980.00	REP. & MAINT. - EQUIPMEN	101.123.221		Ulmer		966 00053
FAIRBANK EQUIPMENT	HARDWARE	4.20	SMALL TOOLS & HARDWARE	201.201.247		Jensen		966 00321
FASTENAL COMPANY 01SDY	AIR FILTERS	885.46	REP. & MAINT. - PLANT	601.601.221		Chytka		966 00247
FERGUSON ENTERPRISES28	METERS	2,162.65	REPAIR & MAINT.-WATER ME	601.601.227		Robinson		966 00071
	METERS	2,160.64	REPAIR & MAINT.-WATER ME	611.611.227		Robinson		966 00072
		4,323.29	*VENDOR TOTAL					
FOXIT CORP	PDF EDITOR LICENSE	179.00	SUBSCRIPTIONS & PUBLICAT	101.104.235		Yardley		966 00265
FSP DAKOTAS CHAPTER IS	MEMBERSHIPS DUES	250.00	MEMBERSHIP DUES	201.201.261		Kortan		966 00155
GALLS	TIE REPLACEMENT	17.99	UNIFORMS	101.111.244		Rothenberger		966 00167
	TIE REPLACEMENT	6.00	UNIFORMS	101.111.244		Rothenberger		966 00365
		23.99	*VENDOR TOTAL					
GARYS REPAIR WRECKER	TOWING	300.00	PROFESSIONAL SERVICES	101.111.202		Rothenberger		966 00361
GERSTNER OIL	FUEL HOSE	192.78	REP. & MAINT. - EQUIPMEN	101.127.221		Ryken		966 00013

Credit Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
GRAHAM TIRE #19 YANKTO								
	TIRES	712.00	GARAGE PARTS	801.801.249		Nowak		966 00003
	TIRES	498.00	GARAGE PARTS	801.801.249		Nowak		966 00469
		1,210.00	*VENDOR TOTAL					
GREATLAND CORPORATION								
	ACA TAX FILING SUBSCRIPT	99.00	SUBSCRIPTIONS & PUBLICAT	101.104.235		Yardley		966 00187
HACH COMPANY								
	ORP INSERT	1,010.00	REP. & MAINT. - PLANT	601.601.221		Chytka		966 00055
	REAGENTS	303.82	CHEMICALS & GASES	601.601.240		Chytka		966 00056
	KIT UNION	615.91	REP. & MAINT. - PLANT	601.601.221		Chytka		966 00113
	STANDARDS	64.09	CHEMICALS & GASES	601.601.240		Chytka		966 00229
	DESICCANT CARTRIDGE	281.15	REP. & MAINT. - PLANT	601.601.221		Chytka		966 00467
	REAGENTS	220.00	CHEMICALS & GASES	601.601.240		Chytka		966 00486
		2,494.97	*VENDOR TOTAL					
HARD DRIVE CENTRAL								
	PRINTER RENTAL FEE	62.48	PROFESSIONAL SERVICES	101.111.202		Rothenberger		966 00046
HARDEES 602								
	TRAVEL EXPENSE	6.44	TRAVEL EXPENSE	101.111.263		Foote		966 00268
HY-VEE YANKTON 1899								
	MEETING SUPPLIES	11.98	CONFERENCE & MEETINGS	101.102.265		Leon		966 00214
	HOLIDAY FESTIVAL LIGHTS	429.96	SPECIAL EVENTS - ACTIVIT	211.231.575		McHenry		966 00392
	HOLIDAY FESTIVAL LIGHTS	62.83	SPECIAL EVENTS - ACTIVIT	211.231.575		McHenry		966 00424
	HOLIDAY FESTIVAL LIGHTS	20.19	SPECIAL EVENTS - ACTIVIT	211.231.575		McHenry		966 00425
	FITNESS FRIDAYS	12.88	RECREATION SUPPLIES	203.203.242		Wattier		966 00163
		537.84	*VENDOR TOTAL					
IACP								
	IACP MEMBERSHIP DUES	190.00	MEMBERSHIP DUES	101.111.261		Foote		966 00099
IN ADVANCED GRAPHIX,								
	VEHICLE GRAPHICS	119.50	REP. & MAINT. -VEHICLES	101.111.222		Rothenberger		966 00290
IN GUARDIAN ALLIANCE								
	BACKGROUND SOFTWARE	62.00	PROFESSIONAL SERVICES	101.111.202		Rothenberger		966 00326
IN NARTEC, INC								
	METH TEST KITS	189.31	SPECIAL ACCOUNT - DETECT	101.111.266		Rothenberger		966 00150
INTL CODE COUNCIL INC								
	MEMBERSHIP DUES	39.00	MEMBERSHIP DUES	101.106.261		Homstad		966 00118
	MEMBERSHIP DUES	95.00	MEMBERSHIP DUES	101.106.261		Homstad		966 00146
	MEMBERSHIP DUES	153.00	MEMBERSHIP DUES	101.106.261		Homstad		966 00174
		287.00	*VENDOR TOTAL					

Credit Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
INTOXIMETERS INC	BREATH TESTERS	1,625.00	REP. & MAINT. - EQUIPMEN	101.111.221		Rothenberger		966 00437
JACKS UNIFORMS & EQUI	FLEX BADGE	70.00	UNIFORMS	101.111.244		Rothenberger		966 00038
	PATROL SWEATER	170.94	UNIFORMS	101.111.244		Rothenberger		966 00039
	UNIFORM PANTS	67.95	UNIFORMS	101.111.244		Rothenberger		966 00043
	VEST ATTACHEMENTS	937.99	UNIFORMS	101.111.244		Rothenberger		966 00108
	BADGE	172.99	UNIFORMS	101.111.244		Rothenberger		966 00153
	RETIREMENT BADGE	161.94	UNIFORMS	101.111.244		Rothenberger		966 00327
	UNIFORM SHIRT	90.94	UNIFORMS	101.111.244		Rothenberger		966 00334
	BADGES AND FLEX BADGES	665.99	UNIFORMS	101.111.244		Rothenberger		966 00356
		2,338.74	*VENDOR TOTAL					
JCL SOLUTIONS-SIOUX FA	JANITORIAL SUPPLIES	115.52	JANITORIAL SUPPLIES	201.201.236		Frick		966 00279
	CLEANING SUPPLIES	190.94	JANITORIAL SUPPLIES	203.203.236		McHenry		966 00158
		306.46	*VENDOR TOTAL					
JLC PIANO STUDIO	YOUTH CHOIR PROGRAM	250.00	RECREATION SUPPLIES	203.203.242		McHenry		966 00474
J2 METROFAX	FAX SERVICE	11.95	PROFESSIONAL SERVICES	601.601.202		Chytka		966 00416
KAISER REFRIGERATION I	EQUIPMENT PARTS	43.99	REP. & MAINT. - EQUIPMEN	201.201.221		Frick		966 00278
	SHOP SUPPLIES	77.98	REP. & MAINT. - BUILDING	201.201.223		Kirchner		966 00434
	CHAIN SAW SUPPLIES	688.77	REP. & MAINT. - EQUIPMEN	101.123.221		Ulmer		966 00282
		810.74	*VENDOR TOTAL					
KELLEN & STREIT	BOAT RAMP	349.44	REP. & MAINT. - BUILDING	201.201.223		Kirchner		966 00339
KINDLE SVCS	DIGITAL BOOK REFUND	4.25CR	AV - CAPITAL	101.142.342		Dobrovolny		966 00449
KINDLE SVCS RF1JQ4MX3	DIGITAL BOOK	4.25	AV - CAPITAL	101.142.342		Dobrovolny		966 00430
KOLETZKY IMPLEMENT INC	WIPER BLADES	125.25	GARAGE PARTS	801.801.249		Kulhavy		966 00122
	HEATER	120.00	GARAGE PARTS	801.801.249		Nowak		966 00305
		245.25	*VENDOR TOTAL					
KOPETSKYS ACE HDWE	FILTERS	23.99	REP. & MAINT. - PLANT	601.601.221		Bush		966 00456
	SHOP SUPPLIES	39.98	REP. & MAINT. - BUILDING	201.201.223		Eskens		966 00301
	RESTROOM BULBS	9.99	REP. & MAINT. - BUILDING	201.201.223		Frick		966 00271
	TRUCK SUPPLIES	9.98	REP. & MAINT. -VEHICLES	201.201.222		Frick		966 00477

Credit Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
KOPETSKYS ACE HDWE								
	SUBMARINE FLAG	34.99	REP. & MAINT. - BUILDING	201.201.223		Kirchner		966 00329
	TREE TRIMMER	5.78	AGRICULTURAL SUPPLIES	201.201.241		Kortan		966 00313
	CHRISTMAS LIGHTS	31.17	REP. & MAINT. - BUILDING	201.201.223		Kortan		966 00482
	SMALL TOOLS	22.98	SMALL TOOLS & HARDWARE	801.801.247		Kulhavy		966 00189
	STORAGE BOX	7.99	SMALL TOOLS & HARDWARE	101.114.247		Linke		966 00139
	ICE MELT	67.96	AGRICULTURAL SUPPLIES	601.601.241		Peterson		966 00215
	SANDBLASTER SCREEN	10.99	REP. & MAINT. - DISTRIBUT	601.601.226		Robinson		966 00111
	CO ALARM	24.99	REP. & MAINT. - EQUIPMEN	101.111.221		Rothenberger		966 00270
	FILTER	9.99	REP. & MAINT. - PLANT	601.601.221		Rothermel		966 00419
	SOCKET ADAPTER	9.99	SMALL TOOLS & HARDWARE	601.601.247		Rothermel		966 00422
	PUTTY KNIFE, WIRE BRUSH	21.57	REP. & MAINT. - PLANT	601.601.221		Rothermel		966 00452
	ICE MELT	33.98	AGRICULTURAL SUPPLIES	601.601.241		Rothermel		966 00473
	PIPE INSULATION/BATTERY	18.96	REP. & MAINT. - EQUIPMEN	101.126.221		Ryken		966 00292
	ICE MELT	69.98	REP. & MAINT. - BUILDING	101.127.223		Ryken		966 00389
	RAINX	12.18	REP. & MAINT. - COLLECTI	611.611.226		Tramp		966 00322
	HARDWARE	1.69	SMALL TOOLS & HARDWARE	203.203.247		Youmans		966 00277
		469.13	*VENDOR TOTAL					
LANGUAGE LINE								
	TRANSLATION SERVICES	189.99	PROFESSIONAL SERVICES	101.111.202		Foote		966 00121
LLRMI								
	FTO TRAINING	150.00	LEARNING	101.111.264		Foote		966 00144
LOCATORS & SUPPLIES IN								
	LOCATING PAINT	673.50	REP. & MAINT. - DISTRIBUT	601.601.226		Robinson		966 00355
	LOCATING FLAGS	512.08	REP. & MAINT. - DISTRIBUT	601.601.226		Robinson		966 00421
		1,185.58	*VENDOR TOTAL					
LONE STAR CHALLENGE CO								
	CHALLENGE COINS	513.00	PUBLIC EDUCATION EXPENDI	101.111.251		Foote		966 00124
LOVES #602								
	TRAVEL EXPENSE	79.43	TRAVEL EXPENSE	101.111.263		Foote		966 00259
MARCO S PIZZA #4010								
	TRAVEL EXPENSE	20.42	TRAVEL EXPENSE	101.111.263		Foote		966 00249
MARSHALL BOND PUMPS								
	ODS PUMP ELEMENTS	476.71	REP. & MAINT. - PLANT	611.611.221		Hanson		966 00062
MEAD LUMBER YANKTON								
	ANCHOR FOR POOL	22.55	REP. & MAINT. - BUILDING	203.203.223		Frick		966 00028
	BUILDING SUPPLIES	209.82	REP. & MAINT. - BUILDING	201.201.223		Groves		966 00183
	WASH BAY GRATE REPAIRS	32.67	REP. & MAINT. - BUILDING	101.114.223		Nickles		966 00490
		265.04	*VENDOR TOTAL					
MENARDS YANKTON SD								
	POOL HEATERS	45.92	REP. & MAINT. - BUILDING	203.203.223		Bornitz		966 00017
	SKATE PARK REPAIRS	39.71	REP. & MAINT. - BUILDING	201.201.223		Bornitz		966 00027

Credit Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
MENARDS YANKTON SD								
	SKATE PARK REPAIRS	40.08	REP. & MAINT. - BUILDING	201.201.223		Bornitz		966 00057
	SKATE PARK REPAIRS	190.57	REP. & MAINT. - BUILDING	201.201.223		Bornitz		966 00128
	SHOP SUPPLIES	158.48	REP. & MAINT. - BUILDING	621.621.223		Bornitz		966 00160
	CHRISTMAS DECOR	21.54	RECREATION SUPPLIES - O	201.201.242		Bornitz		966 00395
	SOCKETS	14.94	REP. & MAINT. - PLANT	601.601.221		Bush		966 00358
	OFFICE SUPPLIES	55.20	OFFICE SUPPLIES	601.601.232		Chytka		966 00360
	POOL REPAIRS	232.98	REP. & MAINT. - BUILDING	203.203.223		Eskens		966 00004
	POOL MAINTENANCE	17.99	REP. & MAINT. - BUILDING	202.202.223		Eskens		966 00011
	POOL REPAIRS	269.64	REP. & MAINT. - BUILDING	203.203.223		Eskens		966 00061
	HARDWARE	3.86	SMALL TOOLS & HARDWARE	203.203.247		Eskens		966 00156
	MAINTENANCE	47.76	REP. & MAINT. - BUILDING	202.202.223		Eskens		966 00226
	HARDWARE	7.44	SMALL TOOLS & HARDWARE	201.201.247		Frick		966 00018
	SKATE PARK REPAIRS	34.49	REP. & MAINT. - BUILDING	201.201.223		Frick		966 00022
	SKATE PARK REPAIRS	14.98	REP. & MAINT. - BUILDING	201.201.223		Frick		966 00040
	CHRISTMAS TREE SUPPLIES	29.96	REP. & MAINT. - BUILDING	201.201.223		Frick		966 00333
	CHRISTMAS TREE SUPPLIES	9.98	REP. & MAINT. - BUILDING	201.201.223		Frick		966 00428
	HEX BOLT	5.37	REP. & MAINT. - EQUIPMEN	101.123.221		Gobel		966 00263
	GARBAGE DISPOSAL	139.99	REP. & MAINT. - BUILDING	203.203.223		Groves		966 00031
	FENCE MATERIAL	11.73	REP. & MAINT. - BUILDING	201.201.223		Groves		966 00152
	1" METER SPUDS	53.97	REPAIR & MAINT.-WATER ME	601.601.227		Hallock		966 00331
	1" METER SPUDS	53.97	REPAIR & MAINT.-WATER ME	611.611.227		Hallock		966 00332
	USB CHARGER	4.99	REP. & MAINT. - BUILDING	101.125.223		Homstad		966 00008
	BUG SPRAY	3.94	REP. & MAINT. - BUILDING	101.125.223		Homstad		966 00188
	EQUIPMENT REPAIRS	36.98	REP. & MAINT. - EQUIPMEN	201.201.221		Jensen		966 00009
	SHOP SUPPLIES	129.07	REP. & MAINT. - BUILDING	201.201.223		Kirchner		966 00145
	SHOP SUPPLIES	45.98	REP. & MAINT. - BUILDING	201.201.223		Kirchner		966 00147
	CHRISTMAS DECOR	59.90	RECREATION SUPPLIES - O	201.201.242		Kortan		966 00337
	PARADE FLOAT	13.98	RECREATION SUPPLIES - O	201.201.242		Kortan		966 00388
	SHOP TOOLS	24.97	SMALL TOOLS & HARDWARE	801.801.247		Kulhavy		966 00165
	SMOKE DETECTORS	259.96	PREVENTION	101.114.268		Linke		966 00050
	FENCE POSTS	43.92	REP. & MAINT. - TRAIL	204.204.223		Mastalir		966 00033
	CLEANING SUPPLIES	18.01	JANITORIAL SUPPLIES	101.125.236		Mastalir		966 00034
	IRON HOLD, TAPE	21.96	REP. & MAINT. - BUILDING	101.125.223		Mastalir		966 00135
	BATTERY, STAMPED STEEL	82.90	REP. & MAINT. - BUILDING	101.142.223		Mastalir		966 00220
	COVER	8.88	REP. & MAINT. - BUILDING	101.142.223		Mastalir		966 00222
	ELECTRICAL CONNECTORS	2.95	OFFICE SUPPLIES	101.105.232		Morrow		966 00260
	BUILDING REPAIRS	15.24	REP. & MAINT. - BUILDING	203.203.223		Pavel		966 00044
	BUILDING SUPPLIES	43.44	REP. & MAINT. - BUILDING	201.201.223		Pavel		966 00133
	MISC PLUMBING PARTS	51.18	REP. & MAINT. - DISTRIBU	601.601.226		Robinson		966 00363
	OFFICE SUPPLIES	96.59	OFFICE SUPPLIES	101.127.232		Roinstad		966 00063
	GLOVES	79.66	UNIFORMS & DRY GOODS	101.127.244		Roinstad		966 00064
	PVC FITTINGS	13.94	REP. & MAINT. - PLANT	601.601.221		Rothermel		966 00083
	PVC GLUE, CLEANER	25.98	REP. & MAINT. - PLANT	601.601.221		Rothermel		966 00398
	PVC FITTING	2.49	REP. & MAINT. - PLANT	601.601.221		Rothermel		966 00435
	PVC FITTING	2.49	REP. & MAINT. - PLANT	601.601.221		Rothermel		966 00475
	GARAGE DOOR LUBE	15.02	REP. & MAINT. - BUILDING	101.127.223		Ryken		966 00228
	PLUMBING FITTINGS	55.90	REP. & MAINT. - PLANT	601.601.221		Schantz		966 00067
	REFUND	7.88CR	REP. & MAINT. - BUILDING	201.201.223		Schieffer		966 00030
	PARK SUPPLIES	7.88	REP. & MAINT. - BUILDING	201.201.223		Schieffer		966 00151

Credit Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
MENARDS YANKTON SD								
	STARTING FLUID, NUT DRIVE	32.85	REP. & MAINT. - DISTRIBU	601.601.226		Termansen		966 00306
	DETERGENT	78.18	JANITORIAL SUPPLIES	601.601.236		Tramp		966 00042
	PIPE DOPE,TAPE,FITTINGS	87.04	REP. & MAINT. - DISTRIBU	601.601.226		Tramp		966 00431
	GARAGE DOOR SPRAY	18.59	GARAGE PARTS	801.801.249		Ulmer		966 00084
	VACCUM	378.99	REP. & MAINT. - EQUIPMEN	203.203.221		Wattier		966 00065
	K9 KENNEL MATERIALS	16.92	REP. & MAINT. - EQUIPMEN	101.111.221		Wilson		966 00235
	FITNESS ROOM FLOORING	26.05	REP. & MAINT. - BUILDING	203.203.223		Youmans		966 00172
	FITNESS ROOM FLOORING	1,486.08	REP. & MAINT. - BUILDING	203.203.223		Youmans		966 00269
		4,785.57	*VENDOR TOTAL					
MEXICO VIEJO RESTAURAN								
	TRAVEL EXPENSE	72.84	TRAVEL EXPENSE	611.611.263		Goodmanson		966 00314
	STAFF APPRECIATION	190.12	RECREATION SUPPLIES	701.701.242		Schmidt		966 00123
		262.96	*VENDOR TOTAL					
MIDWEST LABORATORIES I								
	MONTHLY NUTRIENT TESTING	728.68	PROFESSIONAL SERVICES	611.611.202		Hanson		966 00323
MIDWEST RADIATOR								
	PICKUP REPAIRS	210.00	REP. & MAINT. -VEHICLES	201.201.222		Jensen		966 00036
MIDWEST TURF & IRRIGAT								
	EQUIPMENT REPAIRS	734.65	REP. & MAINT. - EQUIPMEN	201.201.221		McHenry		966 00283
MUTT MITT.COM								
	MUTT MITTS	3,523.30	REP. & MAINT. - BUILDING	201.201.223		McHenry		966 00258
NAPA AUTO PARTS								
	CHERRY PICKER CASTER	32.82	REP. & MAINT. - PLANT	611.611.221		Hanson		966 00287
	TRUCK REPAIRS	339.98	REP. & MAINT. -VEHICLES	204.204.222		Jensen		966 00010
	EQUIPMENT REPAIRS	20.93	REP. & MAINT. - EQUIPMEN	201.201.221		Jensen		966 00131
	IGNITION COIL	80.99	GARAGE PARTS	801.801.249		Kulhavy		966 00041
	MARKER LIGHT	7.38	REP. & MAINT. - VEHICLES	101.114.222		Nickles		966 00303
	HEATER HOSE	18.99	GARAGE PARTS	801.801.249		Nowak		966 00190
	EPOXY	9.99	GARAGE PARTS	801.801.249		Nowak		966 00284
	BEARINGS	212.77	GARAGE PARTS	801.801.249		Nowak		966 00481
		723.85	*VENDOR TOTAL					
NBS CALIBRATIONS								
	DOUBLE CHARGE CREDIT	225.00CR	REP. & MAINT. - PLANT	611.611.221		Hanson		966 00450
NEWENGLANDDOORCLOSER,								
	DOOR ARMS	268.55	REP. & MAINT. - BUILDING	101.125.223		Homstad		966 00347
OFFICE DEPOT #1078								
	PLOTTER INK	128.00	EQUIPMENT	101.105.350		Yonke		966 00088
OLSONS PEST TECHNICIAN								
	PEST CONTROL	93.00	PROFESSIONAL SERVICES	101.142.202		Schmidt		966 00307

Credit Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
OREILLY AUTO PARTS 32								
	FILTERS	10.57	GARAGE PARTS	801.801.249		Kulhavy		966 00049
	IGNITION WIRE	120.58	GARAGE PARTS	801.801.249		Kulhavy		966 00052
	SEALED BEAM	39.72	GARAGE PARTS	801.801.249		Kulhavy		966 00179
	DEICER	39.92	GARAGE PARTS	801.801.249		Kulhavy		966 00202
	WIPER BLADE	17.40	GARAGE PARTS	801.801.249		Kulhavy		966 00208
	SEALED BEAM	12.42	GARAGE PARTS	801.801.249		Kulhavy		966 00210
	SYNTHETIC COIL	80.43	GARAGE PARTS	801.801.249		Kulhavy		966 00239
	BATTERY	148.17	GARAGE PARTS	801.801.249		Kulhavy		966 00297
	RETURN	5.00CR	GARAGE PARTS	801.801.249		Kulhavy		966 00366
	BATTERY CHARGER	52.99	GARAGE PARTS	801.801.249		Kulhavy		966 00476
	WINDSHIELD COVER	94.46	SMALL TOOLS & HARDWARE	101.114.247		Linke		966 00464
	POWER INVERTOR	119.99	GARAGE PARTS	801.801.249		Nowak		966 00014
		731.65	*VENDOR TOTAL					
OTC BRANDS INC								
	PROGRAM SUPPLIES	224.42	PROGRAM SUPPLIES	101.142.242		Schmidt		966 00340
OVERDRIVE DIST								
	EBOOKS	1,993.40	E-BOOKS	101.142.209		Schmidt		966 00250
PAINT SPRAYERS UNLIMIT								
	HOSE/PUMP	155.30	REP. & MAINT. - EQUIPMEN	101.123.221		Gobel		966 00096
PAYPAL EBAY US								
	PHONE CLIPS	3.97	REP. & MAINT. - EQUIPMEN	101.105.221		Johnson		966 00069
	HARD DRIVE	17.17	REP. & MAINT. - EQUIPMEN	101.105.221		Johnson		966 00275
	HARD DRIVE	21.50	REP. & MAINT. - EQUIPMEN	101.105.221		Johnson		966 00289
		42.64	*VENDOR TOTAL					
PB LEASING								
	POSTAGE	122.00	POSTAGE	101.142.231		Schmidt		966 00021
PFEIFER IMPLEMENT CO.								
	SNOWBLOWER REPAIRS	569.41	REP. & MAINT. - EQUIPMEN	201.201.221		Jensen		966 00159
PFS HEALTHWORKS								
	CDL TESTING	35.18	PROFESSIONAL SERVICES	601.601.202		Bailey		966 00194
	CDL TESTING	35.18	PROFESSIONAL SERVICES -	101.127.202		Bailey		966 00195
	CDL TESTING	35.18	PROFESSIONAL SERVICES	101.123.202		Bailey		966 00330
		105.54	*VENDOR TOTAL					
PHEASANTLAND INDUSTRIE								
	SAFETY APPAREL	70.78	PROFESSIONAL SERVICES	101.107.202		Bailey		966 00015
PHOTOGRAPHY BY JERRY								
	RETIREMENT PHOTO	123.50	PROFESSIONAL SERVICES	208.208.202		Hussein		966 00341
PIED PIPER FLOWERS								
	MEMORIAL	109.99	PROFESSIONAL SERVICES	101.101.202		Leon		966 00006

Credit Card Schedule of Bills

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
PITNEY BOWES POSTAGE	200.00	POSTAGE	101.142.231		Schmidt		966 00068
PITNEY BOWES PI POSTAGE	80.97	POSTAGE	101.142.231		Schmidt		966 00085
PRESSURE WASHERS DIREC POWER WASHING EQUIPMENT	249.99	EQUIPMENT	801.801.350		Potts		966 00005
POWER WASHING EQUIPMENT	1,905.61	EQUIPMENT	801.801.350		Potts		966 00020
	2,155.60	*VENDOR TOTAL					
PUSH PEDAL PULL-CORPOR EXERCISE MACHINE REPAIRS	4,333.91	REP. & MAINT. - EQUIPMEN	203.203.221		McHenry		966 00296
QUADIENT INC ORACLE POSTAGE MACHINE INK	179.55	OFFICE SUPPLIES	101.104.232		Yardley		966 00227
RESIDENCE INN TRAVEL EXPENSE-FUNERAL	70.96	TRAVEL EXPENSE	101.111.263		Foote		966 00218
RIVERS EDGE MEETING	21.49	CONFERENCE & MEETINGS	101.106.265		Mingo		966 00394
RIVERSIDE HYDRAULICS I ELBOW AND FITTING	20.60	GARAGE PARTS	801.801.249		Nowak		966 00024
HOSE/END/FITTING	62.30	GARAGE PARTS	801.801.249		Nowak		966 00240
CAP/RINGS/SEAL	246.30	GARAGE PARTS	801.801.249		Nowak		966 00310
HYDRAULIC FITTINGS	394.00	REP. & MAINT. - EQUIPMEN	101.127.221		Ryken		966 00308
	723.20	*VENDOR TOTAL					
RODS PIDDLER SHOP ROUTER ENGINE	2,576.08	GARAGE PARTS	801.801.249		Nowak		966 00470
ROYAL SPORT SHOP EMPLOYEE OF THE YEAR	12.80	EMPLOYEE COMMITTEE	101.107.141		Bailey		966 00364
SD DEPT OF HEALTH PUBL BIOSOLIDS TESTING	221.48	PROFESSIONAL SERVICES	611.611.202		Hanson		966 00255
SD DOH LIC AND CERT STATE LICENSE FOR K9	75.00	MEMBERSHIP DUES	101.111.261		Wilson		966 00025
SD FIREFIG INV-685 65 SD FIRE INSTRUCTOR DUES	240.00	MEMBERSHIP DUES	101.114.261		Linke		966 00206
SD FIRINST INV-810 76 SD SOCIETY FIRE SERVICE	60.00	MEMBERSHIP DUES	101.114.261		Linke		966 00023
SD PROPERTY MANAGEMENT FLAGS	241.29	REP. & MAINT. - BUILDING	201.201.223		Kirchner		966 00134

Credit Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
SELECT PARTS INC	EQUIPMENT REPAIRS	190.00	REP. & MAINT. - EQUIPMEN	201.201.221		Jensen		966 00089
SHELL OIL10014594013	TRAVEL EXPENSE-FUNERAL	32.81	TRAVEL EXPENSE	101.111.263		Foote		966 00234
SHERWIN WILLIAMS 70301	SHOP SUPPLIES	57.59	REP. & MAINT. - BUILDING	201.201.223		Eskens		966 00300
	GLOSS PAINT	11.34	REP. & MAINT. - EQUIPMEN	101.123.221		Gobel		966 00070
		68.93	*VENDOR TOTAL					
SOUTH DAKO INV-882	SD FIRE CHIEF MEMBERSHIP	100.00	MEMBERSHIP DUES	101.114.261		Linke		966 00012
SOUTH DAKOTA PLANNERS	MEMBERSHIP DUES	50.00	MEMBERSHIP DUES	101.106.261		Mingo		966 00112
SOUTHEAST SOUTH DAKOTA	MEMBERSHIP DUES	340.00	MEMBERSHIP DUES	101.142.261		Schmidt		966 00101
SQ BUHLS CLEANERS	TOWEL CLEANING	469.44	CONTRACTED SERVICES	203.203.204		McHenry		966 00142
	TOWEL CLEANING	310.08	CONTRACTED SERVICES	203.203.204		McHenry		966 00471
	UNIFORM ALTERATIONS	63.00	UNIFORMS	101.111.244		O'Farrell		966 00432
	ALTERATIONS, FIX ZIPPER	20.00	UNIFORMS	101.111.244		Rothenberger		966 00420
		862.52	*VENDOR TOTAL					
SQ LOS DESIGNS LLC D	CHRISTMAS BANNER	104.00	RECREATION SUPPLIES - O	201.201.242		Kortan		966 00391
SQ 3 STAR INC. DBA MW	VEHICLE EVIDENCE TOW	112.25	PROFESSIONAL SERVICES	101.111.202		Rothenberger		966 00102
STAN HOUSTON EQUIPMENT	SHOVEL	206.80	REP. & MAINT. - EQUIPMEN	201.201.221		Kortan		966 00213
STURDEVANTS-YANKTON #1	HYDRAULIC FILTER	50.03	REP. & MAINT. - EQUIPMEN	621.621.221		Bornitz		966 00396
	EQUIPMENT REPAIRS	19.98	REP. & MAINT. - BUILDING	201.201.223		Jensen		966 00138
	TAIL LIGHT REPAIR	206.50	GARAGE PARTS	801.801.249		Kulhavy		966 00104
	HYDRAULIC FILTER	141.88	GARAGE PARTS	801.801.249		Nowak		966 00047
	HYDRAULIC FILTER	13.11	GARAGE PARTS	801.801.249		Nowak		966 00170
	OIL FILTER	15.42	GARAGE PARTS	801.801.249		Nowak		966 00280
	FILTERS AND PARTS	387.56	GARAGE PARTS	801.801.249		Potts		966 00109
	FILTERS	88.41	GARAGE PARTS	801.801.249		Potts		966 00272
	FILTERS	195.20	GARAGE PARTS	801.801.249		Potts		966 00318
	SANDBLASTING SAND	105.98	REP. & MAINT. - DISTRIBU	601.601.226		Tramp		966 00081
		1,224.07	*VENDOR TOTAL					

Credit Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
TACO BELL #31429	TRAVEL EXPENSE-FUNERAL	8.59	TRAVEL EXPENSE	101.111.263		Foote		966 00216
THE UPS STORE 6716	MAIL EVIDENCE	25.55	POSTAGE	101.111.231		O'Farrell		966 00325
	SHIPPING	13.58	POSTAGE	601.601.231		Robinson		966 00298
	ADVERTIMENTS - PASSES	727.60	ADVERTISING	202.202.211		Wattier		966 00262
	ADVERTISEMENTS	25.50	ADVERTISING	202.202.211		Youmans		966 00148
		792.23	*VENDOR TOTAL					
TITAN MACHINERY-YANKTO	FILTER RETURN	85.05CR	REP. & MAINT. - EQUIPMEN	621.621.221		Bornitz		966 00367
	FILTERS	113.93	REP. & MAINT. - EQUIPMEN	621.621.221		Bornitz		966 00417
	EQUIPMENT REPAIRS	28.88	REP. & MAINT. - EQUIPMEN	201.201.221		Jensen		966 00045
	EQUIPMENT REPAIRS	120.86	REP. & MAINT. - EQUIPMEN	201.201.221		Jensen		966 00051
	FILTERS	131.83	GARAGE PARTS	801.801.249		Nowak		966 00076
	CUTTING EDGE FOR BOBCAT	638.25	REP. & MAINT. -VEHICLES	601.601.222		Robinson		966 00196
		948.70	*VENDOR TOTAL					
TMA YANKTON	SHOP SUPPLIES	68.00	REP. & MAINT. - BUILDING	201.201.223		Jensen		966 00291
	TIRES	449.80	GARAGE PARTS	801.801.249		Kulhavy		966 00168
	TIRES	3,192.75	GARAGE PARTS	801.801.249		Kulhavy		966 00248
		3,710.55	*VENDOR TOTAL					
TRACTOR-SUPPLY-CO #026	DOG FOOD	83.99	K-9 UNIT MEDICAL CARE	101.111.246		Wilson		966 00016
TRK HOSTING	INTERNET ACCESS	7.95	INTERNET ACCESS	101.105.270		Johnson		966 00257
TRUCK TRAILER SALES &	STRAPS/FITTING/TANK	3,020.25	GARAGE PARTS	801.801.249		Nowak		966 00029
	SENSORS	85.12	GARAGE PARTS	801.801.249		Nowak		966 00092
	ACTIVATOR	47.80	GARAGE PARTS	801.801.249		Nowak		966 00173
	BLOWER	150.45	GARAGE PARTS	801.801.249		Nowak		966 00238
	7-WAY CABLE	183.50	GARAGE PARTS	801.801.249		Nowak		966 00261
	CAB RACK	310.58	GARAGE PARTS	801.801.249		Nowak		966 00336
	LOCK NUT,SEAL,TENSIONER	273.86	GARAGE PARTS	801.801.249		Nowak		966 00368
	STRAP KIT	32.51	GARAGE PARTS	801.801.249		Nowak		966 00393
		4,104.07	*VENDOR TOTAL					
ULINE SHIP SUPPLIES	MATS, GRIP STRIPS	335.95	JANITORIAL SUPPLIES	101.125.236		Homstad		966 00346
USPS PO 3040500739	ADVERTISEMENTS	27.30	ADVERTISING	202.202.211		Wattier		966 00217
USPS PO 4685860066	ADVERTISING	92.38	ADVERTISING	202.202.211		Youmans		966 00171

Credit Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
USPS PO 4698100078								
	POSTAGE	11.71	POSTAGE	101.142.231		Dobrovolny		966 00458
	MAIL EVIDENCE	30.15	POSTAGE	101.111.231		O'Farrell		966 00078
	POSTAGE	18.20	POSTAGE	101.111.231		Osborne		966 00273
	POSTAGE	26.20	POSTAGE	101.111.231		Osborne		966 00429
	ADVERTISEMENTS	24.12	ADVERTISING	202.202.211		Wattier		966 00204
		110.38	*VENDOR TOTAL					
USPS.COM EVERY DOOR DT								
	ADVERTISEMENTS	58.16	ADVERTISING	202.202.211		Wattier		966 00201
	ADVERTISEMENTS	21.51	ADVERTISING	202.202.211		Wattier		966 00203
	ADVERTISEMENTS	37.59	ADVERTISING	202.202.211		Wattier		966 00219
	ADVERTISEMENTS	172.98	ADVERTISING	202.202.211		Wattier		966 00251
		290.24	*VENDOR TOTAL					
VCN YANKTONRODCTR								
	PLAT	32.50	PUBLISHING	101.106.211		Bies		966 00001
	PLAT	32.50	PUBLISHING	101.106.211		Bies		966 00237
	RECORDING	62.50	PUBLISHING	101.106.211		Bies		966 00362
		127.50	*VENDOR TOTAL					
VERSAFRAME.COM								
	RETIREMENT PHOTO FRAMES	647.45	OFFICE SUPPLIES	101.111.232		Foote		966 00433
VIDDLER INC								
	VIDEO HOSTING	41.20	PROFESSIONAL SERVICES	101.101.202		Johnson		966 00231
VITALITY MEDICAL INC								
	SHARP CONTAINERS	1,334.15	PROFESSIONAL SERVICES &	637.637.202		Potts		966 00484
VMO VIMEO.COM								
	FIRE TRAINING VIDEO	10.00	LEARNING	101.114.264		Linke		966 00207
VWR INTERNATIONAL INC								
	LAB SUPPLIES	607.21	MEDICAL,SAFETY, & LAB. S	611.611.243		Hoilien		966 00462
VZWRLLS MY VZ VB P								
	INTERNET ACCESS	987.49	INTERNET ACCESS	101.105.270		Johnson		966 00177
	INTERNET ACCESS	80.02	TELEPHONE	101.114.271		Johnson		966 00185
	INTERNET ACCESS	80.02	INTERNET ACCESS	101.105.270		Johnson		966 00192
	INTERNET ACCESS	57.16	INTERNET ACCESS	101.105.270		Johnson		966 00198
		1,204.69	*VENDOR TOTAL					
WAL-MART #1483								
	GRAVE COOKING CHARCOAL	119.28	REP. & MAINT. - BUILDING	621.621.223		Bornitz		966 00073
	OFFICE SUPPLIES	30.83	OFFICE SUPPLIES	101.123.232		Goeden		966 00205
	FRAME, SNOW BRUSH	34.66	REP. & MAINT. - BUILDING	101.125.223		Homstad		966 00468
	CHRISTMAS DECOR	21.74	RECREATION SUPPLIES - O	201.201.242		Kortan		966 00385
	OFFICE SUPPLIES	42.63	OFFICE SUPPLIES	201.201.232		Kortan		966 00439

Credit Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
WAL-MART #1483								
	HOLIDAY FESTIVAL LIGHTS	117.61	SPECIAL EVENTS - ACTIVIT	211.231.575		McHenry		966 00440
	PLANNER	36.57	OFFICE SUPPLIES	101.111.232		O'Farrell		966 00274
	GARBAGE BAGS	14.96	OFFICE SUPPLIES	101.111.232		Rothenberger		966 00140
	FITNESS FRIDAYS	16.34	RECREATION SUPPLIES	203.203.242		Wattier		966 00035
	GATORADE	63.14	MISCELLANEOUS CONCESSION	203.203.728		Wattier		966 00164
	OFFICE SUPPLIES	84.41	OFFICE SUPPLIES	203.203.232		Wattier		966 00266
	FITNESS FRIDAYS	41.38	RECREATION SUPPLIES	203.203.242		Wattier		966 00443
	OFFICE SUPPLIES	103.48	OFFICE SUPPLIES	203.203.232		Wattier		966 00444
	OFFICE SUPPLIES	12.36	OFFICE SUPPLIES	203.203.232		Youmans		966 00264
		739.39	*VENDOR TOTAL					
WALGREENS #9806								
	OFFICE SUPPLIES	50.96	OFFICE SUPPLIES	203.203.232		McHenry		966 00353
WALMART.COM								
	TABLES	596.06	EQUIPMENT	101.141.350		Homstad		966 00359
	ONBOARD BATTERY CHARGER	149.05	REP. & MAINT. - EQUIPMEN	101.114.221		Nickles		966 00058
		745.11	*VENDOR TOTAL					
WEB NETWORKSOLUTIONS								
	DOMAIN REGISTRATION	194.95	INTERNET ACCESS	101.105.270		Johnson		966 00193
WM SUPERCENTER #1483								
	CHRISTMAS LIGHTS	57.66	RECREATION SUPPLIES - O	201.201.242		Kortan		966 00399
	CHRISTMAS LIGHTS	63.10	RECREATION SUPPLIES - O	201.201.242		Kortan		966 00483
	OFFICE SUPPLIES	71.32	OFFICE SUPPLIES	203.203.232		McHenry		966 00342
	PACKAGING TAPE	21.21	SPECIAL ACCOUNT - DETECT	101.111.266		Osborne		966 00438
	EVIDENCE SCALE	16.77	SPECIAL ACCOUNT - DETECT	101.111.266		Rothenberger		966 00480
	SOAP	16.09	JANITORIAL SUPPLIES	601.601.236		Rothermel		966 00267
	PACKING TAPE	21.46	OFFICE SUPPLIES	203.203.232		Wattier		966 00461
		267.61	*VENDOR TOTAL					
YANKTON MEDICAL CLINIC								
	PRE EMPLOYMENT PHYSICALS	272.00	PROFESSIONAL SERVICES	631.631.202		Bailey		966 00343
	PRE EMPLOYMENT PHYSICALS	60.00	PROFESSIONAL SERVICES	101.111.202		Bailey		966 00344
	PRE EMPLOYMENT PHYSICALS	75.00	PROFESSIONAL SERVICES	101.102.202		Bailey		966 00345
		407.00	*VENDOR TOTAL					
YANKTON THRIVE								
	SERVICE AWARDS	350.00	PROFESSIONAL SERVICES	101.107.202		Bailey		966 00487
YANKTON WINNELSON CO								
	RIVERSIDE BATHROOM	24.88	REP. & MAINT. - BUILDING	201.201.223		Kirchner		966 00212
YANKTONMEDIAINC								
	CLASSIFIED AD	190.80	PROFESSIONAL SERVICES	101.111.202		Bailey		966 00007
YKT JANITORIAL & DT SC								
	ICE MELT	59.90	REP. & MAINT. - BUILDING	101.125.223		Mastalir		966 00254
	JANITORIAL SUPPLIES	253.10	JANITORIAL SUPPLIES	101.125.236		Mastalir		966 00317

Credit Card Schedule of Bills

VENDOR NAME	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
DESCRIPTION							
YKT JANITORIAL & DT SC	313.00	*VENDOR TOTAL					
1 OFFICE SOLUTION							
OFFICE SUPPLIES	144.67	OFFICE SUPPLIES	611.611.232		Hanson		966 00299
OFFICE SUPPLIES	4.39	OFFICE SUPPLIES	637.637.232		Ulmer		966 00079
OFFICE SUPPLIES	36.79	OFFICE SUPPLIES	101.111.232		Yankton Police		966 00276
	185.85	*VENDOR TOTAL					

Credit Card Schedule of Bills

VENDOR NAME								
DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID LINE
REPORT TOTALS:	93,003.29							

RECORDS PRINTED - 000495

Credit Card Schedule of Bills

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
101	GENERAL FUND	32,587.42
201	PARKS AND RECREATION	10,185.67
202	HUETHER FAMILY AQUATICS CTR	1,323.09
203	SUMMIT ACTIVITY CENTER	10,372.05
204	MARNE CREEK	405.88
208	911/DISPATCH	123.50
211	LODGING SALES TAX	630.59
601	WATER OPERATION	10,271.10
611	WASTE WATER OPERATION	6,576.30
621	CEMETERY OPERATION	526.63
631	SOLID WASTE	272.00
637	JOINT POWER	1,499.73
701	LIBRARY TRUST	227.07
801	CENTRAL GARAGE	18,002.26
TOTAL ALL FUNDS		93,003.29

BANK RECAP:

BANK	NAME	DISBURSEMENTS
1DAK	FIRST DAKOTA NAT'L BANK CORP	93,003.29
TOTAL ALL BANKS		93,003.29

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

DATE APPROVED BY

.....

.....



OFFICE OF THE CITY MANAGER

www.cityofyankton.org

VOL. 58 NUMBER 1

Commission Information Memorandum

The Yankton City Commission meeting on Monday, January 9, 2023 will begin at 7:00 pm.

Non-Agenda Items of Interest

1) Finance Department Update

Finance recently received documents from the South Dakota Public Assurance Alliance (SDPAA) insurance pool for our March 1, 2023 renewal. Departments annually review the SDPAA property schedule of vehicles, buildings, and mobile equipment along with liability coverages to ensure that all items are listed and we have adequate coverage. Updates are returned to SDPAA in mid-January to give underwriters time to prepare for the March 1 renewal.

The Finance Office is working on end-of-fiscal year tasks. Employee W-2s and 1095 forms for the Affordable Care Act requirements will be calculated and prepared in the coming weeks. Vendor 1099 forms will also be prepared in early January and issued by the end of the month.

2) Human Resources & Employee Engagement Department Update

We continue to accept applications for a permanent Part Time Water Reclamation Plant Operator as well as Part Time Lifeguard and Water Safety Instructors for the Summit Activities Center. We are also accepting application for full time Police Officers. These positions are open until filled.

Yankton Housing continues to have a position open for a Part Time Housing Program Assistant. This position is open until filled.

Preston Crissey has announced his resignation from the City of Yankton effective January 2, 2023 to take on his new role as Yankton County Sheriff.

3) Public Works Department Update

Street department staff continue to clean up streets and equipment from the recent snow storms. Solid waste staff have been busy with the recent holiday collection schedule and increased holiday garbage and recycle volumes. Collection schedules had to be adjusted with the recent snow.

The Engineering Department continues to work on projects for the new year. Construction plans and specification sets are being prepared for bid advertising. 15th Street – Bill Baggs Road to Alcoa Drive, Douglas Avenue – Levee Street to 2nd Street, and Elm Street – 20th Street to 21st Street will be the first projects advertised.

4) Parks and Recreation Department Update

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

5) Library Update

With another year in the books, I am proud of all of the great things the library has accomplished over the last year. The staff continue to provide excellent customer service and are always looking for ways to improve on what we are doing. I have received so many positive comments when I am out and about in the community about the library programs and especially about our wonderful staff members. We will move into 2023 with the same high standards and the goal to improve accessibility and services where we are able. Thank you to the Commissioners for their continued support of the library!

We are in the midst of our Winter Reading Program. This year, we are encouraging participants from PreK-12th grade to read and log 8 hours over the course of 10 weeks. With everyone's busy schedules, we wanted to make this program as simple as possible for participants (and their parents) to keep reading, so there are not a lot of moving parts this time around. Each child received a bag of fun activities at registration and they will receive a bag of goodies once they have completed 8 hours. Reading has so many benefits for those of all ages, from helping to relax after a busy day to learning and exploring new vocabulary, cultures and experiences. Keep reading!

6) Fire Department Update

With high wind coupled with arctic temperatures, we become especially concerned about the public and our firefighters when fighting fires. While there were no fires in the City during the past couple of weeks, five of our volunteers did respond to a mutual aid structure fire in Vermillion right before Christmas. YFD Command Staff ensured that plenty of firefighters remained in our community during the multi-hour operation.

While fires were not an issue during the Holidays, frozen pipes and fire alarms were. The Fire Chief responded by himself to several incidents triggered by water flow alarms after frigid temperatures damaged pipes on the third floor of an apartment building, the Ace Hardware, and the old Yankton Mall. Additionally, volunteers were called to assist with salvage and water removal at the middle school after a burst sprinkler pipe sent thousands of gallons of water into one of the classrooms and the hallway.

The fire alarm calls have provided us with the opportunity use the new reporting system which went live on the 21st of December. The Chief, Fire Marshal, and IT staff are working with the vendor to import data from the old system into the new platform.

7) Environmental Services Department Update

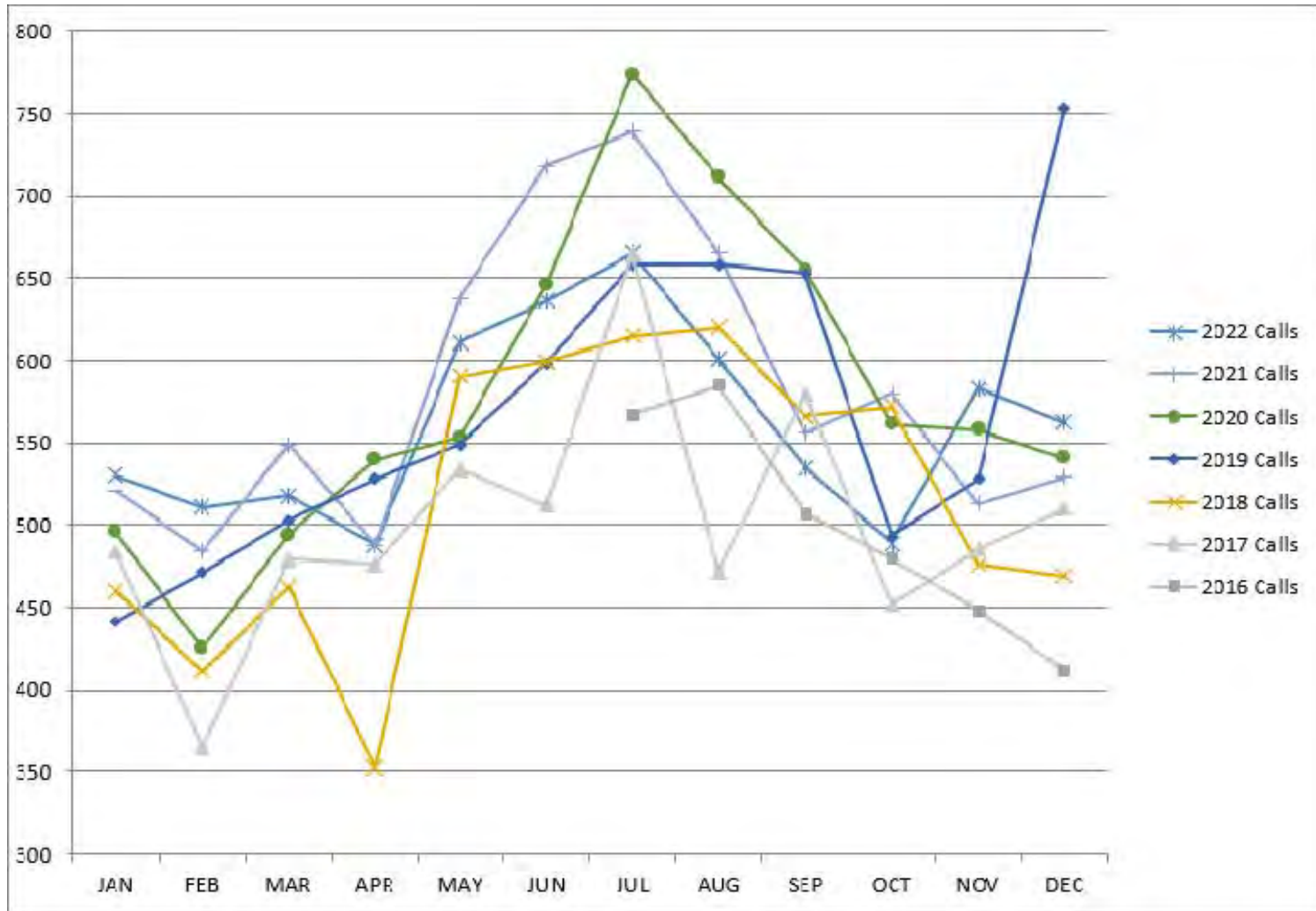
The water distribution staff was called in often during the holiday season. The staff responded to frozen meters and pipes during the cold weather. Staff were out every day shutting water off to homes and businesses that had frozen lines. Staff also responded to a water line break that was the service line to the Safety Center. Staff originally thought the break was on the city main based on the amount of water. Once the line was exposed the break was actually located on a 4-inch service line feeding the Safety Center. Feimer Construction was called in to assist with the excavation. Staff will be sending Yankton County a bill.

Staff continue to work with the attorney and owner representative to finish up the contract with HDR. No major changes to the contract are expected. Staff will be working with the HDR to complete the CMAR procurement documents. Staff estimates it will take 3 to 4 months to procure the CMAR.

The general contractor has demobilized from the wastewater plant. At this time the schedule is dependent on delivery of several pieces of equipment. Some equipment is still 30 weeks out.

8) Information Services Department Update

Dispatch received 6,729 911 calls in 2022. Down about 3.6% from 2021.



9) Community & Economic Department Update

As we shut the door on 2022 it’s time to look back on the past year in building activity. Single family residential construction was relatively strong at 36 units valued at \$6.8M, down only four units from the previous year. Considering price fluctuations, interest rate hikes and continued supply chain issues these are good numbers. Our current 10-year average for single family home starts was 28.7 per year. 2022 saw the permitting of 90 total housing units while the 10-year average was 77.9.

New commercial construction valuation was down about 19 percent from 2021 (\$16.1M vs. \$19.8M). The 10-year average for commercial permits was \$12.6 M.

2022 commercial sector permitted projects include:

Hillcrest Club House	Pizza Hut
EASW	Edward Jones
Runza	Piper St. Shop Condos
Kudera basketball facility	Soccer Assoc. concession building
Westbrook 5-plexes	Mount Marty Locker Room
Hudson Apartments	Hacecky 2 nd & Broadway

Looking ahead to 2023 we should see several good-sized commercial projects breaking ground, including Lewis and Clark Behavioral Health, Clark's Rentals, Paradigm and the Yankton School District Early Childhood Education Center.

10) Police Department Update

We responded to 63 calls for service between 12/31/22 and 1/1/23 keeping us busy during the holiday weekend. We are looking forward to 2023 and increasing our involvement in the community, and getting to full staff at the Yankton Police Department.

On 1/3/23 City and YPD staff attended Sheriff Preston Crissey's swearing-in ceremony. Despite the snow, Preston had a large group to support him as he moved from the Yankton Police Department to the Yankton County Sheriff's Office. We will work hard to strengthen the relationship between the Sheriff's Office and the YPD.

Our WNAX radio host Bill Holst has been out and asked Chief Foote to take over hosting the Service Before Self Tuesday Morning Radio program until he returns. This program highlights all of our area first responders. Each week brings in a different first responder to talk about programs they have going on.

It is that time of year when the snow gets piled around vehicles that do not move as often as they should according to the City Ordinance. In an effort to assist the City Street Department, officers have been out issuing tow tags to vehicles that need to be moved.

11) Monthly reports

Building and Salary monthly reports are included for your review. Also included are the minutes from the Planning Committee December meeting and the Joint Powers Solid Waste monthly report.

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 check-ins for Dec. 1 – 15– 3,347 visits (2,246 SAC & 1,101 GL)
(SAC only= 2021- 1,557)

- **Summit Activities Center Membership Information:**
 - Active & Fit/Renew Active/Silver Sneakers – 81
 - Adult Annual – 11
 - Adult EFT – 40
 - Adult Monthly - 123
 - City of Yankton Single – 41
 - Firefighter Single - 20
 - 10 Use Punch card – 53
 - Individual Annual – 236
 - Individual Corporate – 16
 - Individual EFT – 0
 - Individual Monthly – 65
 - Youth Annual – 6
 - Youth EFT – 15
 - Youth Monthly - 82
 - Total # of Active Members – 792**

- Total Cash Revenue at the SAC 12/1-15/22 – \$24,911.56 compared to \$23,457.45 in 2021
- Great Life Reimbursement Payment:
 - November 2022: \$3,298.50 (\$1,842.00 – November 2021)

- Aquat Zumba- 38 participants
- Power Abs- 22 participants
- Prime Time Senior Class- 50 participants
- Strong Nation- 10 participants
- Tabata- 22 participants
- Trim & Tone- 13 participants
- Turbo Kick- 7 participants
- Water Aerobics- 96 participants
- Work Out Express- 17 participants
- Zumba- 42 participants
- Zumba Gold- 66 participants
- Birthday party rentals at the SAC- 6 rentals.
- Auxiliary Gym/Main Gym rentals- 0 rentals.
- Theater Rentals- 12 hours.
- Meeting Room Rentals- 0 hours.
- City Hall Rentals- 12 hours.

- Pickle ball courts are available at the SAC for morning play. They became available on Wednesday, November 16.
- Luke has begun evaluating musical acts for the 2023 season of Music at the Meridian.
- Todd will coordinate the Dive In Yankton pledge invoices for 2023 and also send the tax receipts letter for the 2022 donations over \$250. 2023 will be the last year for most pledges as they were five year commitments and began in 2019.

Capital Building Rentals

- Days Rented – 0 Dates

Park Shelter Rentals

- Riverside- 0 Rentals
- Memorial – 0 Rentals
- Westside – 0 Rentals
- Meridian Bridge – 0 Rentals

PARKS

The Eagle Scout Project group worked to complete the assembly of the new pyramid at the skate park over the holiday break from school. It was moved in to place. Chris Bornitz built a new “spine” ramp and it was placed at the park. Two new rails were bolted down in the locations that were finalized by the Eagle Scout group.

The parks staff have been removing snow and ice from city properties, sidewalks, and parking lots.

The parks staff have been flooding the Sertoma Park ice rink and the Tripp Park ice skating area so there may be ice over Christmas break at the end of December and beginning of January should temperatures allow.

City of Yankton Building Report

Permits Issued in the month of December, 2022

Issue Date	Permit #	Owner Name & Address	Use	Valuation	Contractor Name & Address	Fees
12/06/2022	BLDG-22-0331	K Construction 503 EAST 13 ST	Single Family Home - New	\$128,066.80	K Construction PO BOX 519 YANKTON, SD 57078	\$380.50
12/09/2022	BLDG-22-0332	List Construction 2910 Wedgewood Drive	Single Family Home - New	\$291,687.54	List Construction 222 Capital St. Yankton, SD 57078	\$625.00
12/14/2022	BLDG-22-0333	RYKEN, LORI 202 ANCHOR DR	Windows	\$3,876.00	1-800-Hansons 977 E. 14 Mile Rd TROY, MI 48083	\$20.00
12/14/2022	BLDG-22-0334	BRANDT, KARI 804 WEST 10 ST	Windows	\$45,297.00	1-800-Hansons 977 E. 14 Mile Rd TROY, MI 48083	\$20.00
12/19/2022	BLDG-22-0335	FINCK, JOEL 409 LOCUST ST	Single Family Home - Alteration/Repair	\$60,000.00	K CONSTRUCTION LLC PO BOX 519 YANKTON, SD 57078	\$237.00

December 2022 Total Valuation: \$528,927.34

Total Fees: \$1,282.50

December 2021 Total Valuation: \$1,673,779.00

2022 to Date Valuation: \$37,503,852.09

2021 to Date Valuation: \$44,779,945.45

Salaries by Department: December 2022

ADMINISTRATION	\$54,370.75
FINANCE	\$35,167.83
COMMUNITY DEVELOPMENT	\$28,037.45
POLICE/DISPATCH	\$203,914.39
FIRE	\$14,005.30
ENGINEERING / SR. CITIZENS	\$43,185.78
STREETS	\$54,552.68
SNOW & ICE	\$0.00
TRAFFIC CONTROL	\$4,552.02
LIBRARY	\$34,014.36
PARKS / SAC	\$78,281.08
HUETHER AQUATICS	\$0.00
MARNE CREEK	\$7,620.77
WATER	\$44,056.87
WASTEWATER	\$43,703.06
CEMETERY	\$4,935.24
SOLID WASTE	\$31,370.25
LANDFILL / RECYCLE	\$24,020.63
CENTRAL GARAGE	\$8,650.52

Personnel Changes

New Hires

Wage Changes

Park, Recreation and City Events Dept: Luke Youmans, Recreation and City Events Manager, \$2,901.35 to \$2937.88 biweekly; Community Development: Brandon Mastalir, Building Maintenance/Custodial Supervisor, \$1,769.35 to \$1,814.23 biweekly; Fire Department: Timothy Linke, Fire Chief, \$3,856.26 to \$3,904.84 biweekly.

Position Changes

CITY of YANKTON
PLANNING COMMISSION MEETING MINUTES
For
December 12, 2022

Chairwoman Specht called the meeting to order at 5:30PM.

ROLL CALL:

Present: Evie Sime, Marc Mooney, Dave Carda, John Kraft, Brad Wenande, City Commission liaison Mason Schramm and Chairwoman Deb Specht.

Unable to attend: Warren Erickson

Steve Pier arrived at the time noted in the minutes.

Chairwoman Specht acknowledged others in attendance and asked them if they wished to address the Planning Commission about any item that is not on the agenda. They did not.

MINUTES – October 10, 2022

22-41 **MOTION** - It was moved by Commissioner Mooney and seconded by Commissioner Sime to approve the minutes from October 10, 2022.

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

MOTION – PASSED

CONSENT ITEMS:

Chairwoman Specht stated the following item on the Consent Agenda establishing a date for a public hearing:

Establish January 9, 2023 as the date for a public hearing to consider a Conditional Use Permit for a school / early childhood development center on the future School Tract 1 of Ridgeway North Subdivision to the City of Yankton, South Dakota (a portion of the NW 1/4 of the NE 1/4 of Section 6, T93N, R55W of the 5th P.M., and Kuchta 3rd Addition, City and County of Yankton, South Dakota).

Planning Commissioner Pier arrived at this time 5:33.

22-42 **MOTION** - It was moved by Commissioner Wenande and seconded by Commissioner Carda to approve the Consent Agenda.

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

MOTION – PASSED

OLD BUSINESS

Chairwoman Specht requested that Vice-Chair Wenande chair the discussion on the Old Business item because she will be abstaining. Vice-Chair Wenande addressed the Planning Commission regarding the Old Business item.

1. Public hearing to consider a Conditional Use Permit for a self-storage facility on the south 10' of the north 1/2 of Lot 9, except Lots C and D, and the south half of Lot 9 except the south 20' and except Lot H1, Block 1 Airport Acres Addition in the City of Yankton, South Dakota. Barney Edwards LLC Applicant. Address, 3000 Piper Street.

Dave Mingo mentioned the location of the facility is similar to another conditional use permit in the area. Approval of the permit would allow any of the planned units to be occupied as a self-storage facility. Storm water management was reviewed, planned setbacks meet the ordinance requirements and the lighting is not to spill over on nearby residential areas. Piper Street will be the only access to the site.

Chairwoman Specht provided a document for review.

22-43 **MOTION** - It was moved by Commissioner Carda and seconded by Commissioner Peterson to recommend approval of the Conditional Use Permit for a self-storage facility.

VOTE - Voting "Aye" - members Pier, Mooney, Kraft, Peterson, Sime, Carda and Wenande. Voting "Nay" - none. "Abstained"- Chairwoman Specht

MOTION – PASSED

NEW BUSINESS:

1. Consideration of a variance from the City's maximum front yard fence height in a residential district on Lot 16, Block 2, Mayer's Addition to the City of Yankton, South Dakota. Travis Arens and Kelly Arens, owners. Address, 203 West 25th Street.

Dave Mingo provided an overview stating the fence is out of compliance, he then explained the city ordinance pertaining to fencing, corner lot property setbacks and the definition of a hardship according to city ordinance and South Dakota Codified Law. A hardship by definition should be met for a variance to be considered. He also referenced what the courts have determined regarding the definition of a land use hardship. Based on those factors, staff is not aware of any land use hardship associated with the fence ordinance and recommends the variance request be denied.

Commissioner Sime asked if the same rules apply with different types of fencing. Mingo responded yes, the same rules apply to all types of fencing. Commissioner Pier asked if there were comments from neighbors. Mingo stated letters were sent, and staff received a comment from the neighbors to the south that they did not want a fence all the way up to the sidewalk. Mingo explained to them that this request does not include the fence going all the way to the sidewalk. Chairwoman Specht asked if the fence was complete. Mingo responded yes it was constructed out of compliance. Sime asked about access to the east backyard from the house. Mingo responded that staff has not been in the east back yard, but that the fence there does meet city ordinance requirements.

Travis and Kelly Arens were present. Kelly Arens provided overview of her day to day challenges with raising autistic children at home and the lifestyle they live in regard to outside safety. Letters from the children's doctors were provided to the Planning Commission. Travis Arens gave an overview of an autism in America study, he did mention he contacted community development department staff about building the fence prior to constructing it.

Chris and Karen Jensen of 201 W 25th addresses the commission and stated they are fine with current fence as is.

Dave Mingo explained the definition of a hardship to the Planning Commission and stated that this situation does not represent a land use hardship. He also stated this issue was discussed with the City Attorney and he agrees that by definition, there is nothing in this request to support a variance. The variance consideration for 203 West 25th Street will go to the City Commission acting as the Zoning Board of Adjustment on January 9, 2023 no matter the outcome of the Planning Commission meeting.

22-44 **MOTION** - It was moved by Commissioner Carda and seconded by Commissioner Wenande to recommend the proposed variance be denied.

VOTE - Voting "Aye" to recommend the variance be denied - all members present. Voting "Nay" - none.

MOTION – DENIED

2. Plat review of Tract 1, Little Addition, in the SW 1/4 of the SE 1/4 of Section 2, T93N, R56 W of the 5th P.M., Yankton County South Dakota. Craig and Danette Little Family Protection Trust, owner. Address, 1800 W. 23rd Street.

Dave Mingo provided an overview; this plat is in the City's ETJ. The surrounding area would be subdivided in the future. The plat will not increase the degree of non-conformity of the existing lot and will be subject to infrastructure design requirements when developed. Chairwoman Specht mentioned it appeared it was just under three acres and is now being increased. Mingo stated the lot size was increased so the trees were included as a buffer for the property the house sits on. City Commission Liaison Schramm asked if the new road ended on that section. Mingo stated it ends on the quarter line.

22-45 **MOTION** - It was moved by Commissioner Wenande and seconded by Commissioner Peterson to recommend approval of the plat of Tract 1, Little Addition

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

MOTION – PASSED

3. Plat review of Kuchta 3rd Addition in the NE 1/4 of the NE 1/4 of Section 6, Township 93 North, Range 55 West of the 5th P.M., City and County of Yankton, South Dakota. Kirby Hofer Construction Company, Inc., owner. Location, south side of the 700 - 900 Blocks of E. 31st Street.

Dave Mingo provided an overview; this plat will create a defined area for the city to annex. Mr. Hofer has already requested the annexation of the property. Chairwoman Specht asked for clarification of the air photo. Mingo provided clarification.

22-46 **MOTION** - It was moved by Commissioner Carda and seconded by Commissioner Mooney to recommend approval of the plat of Kuchta 3rd Addition.

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

MOTION – PASSED

4. Plat review of School Tract 1 of Ridgeway North Subdivision to the City of Yankton, South Dakota. Kirby Hofer Construction Company, Inc., owner. Location, south side of the 600 - 800 Blocks of E. 31st Street.

Dave Mingo stated the school district and Mr. Hofer agreed to transfer the proposed lot to the district. Chairwoman Specht asked where the entrance would be for the proposed school site. Mingo stated the plan is to have access at the northwest corner and secondary access on southeast.

- 22-47 **MOTION** - It was moved by Commissioner Wenande and seconded by Commissioner Peterson to recommend approval of the plat of School Tract 1 of Ridgeway North Subdivision.
VOTE - Voting "Aye"- all members present. Voting "Nay" - none.
MOTION – PASSED

OTHER BUSINESS:

1. November, 2022 Building Permit Report. Dave Mingo mentioned the City had a good year. We were over our 10-year average for both housing unit permits and total permit valuation.

ADJOURNMENT

- 22-48 **MOTION** – It was moved by Commissioner Carda and seconded by Commissioner Wenande to adjourn at the meeting at 6:27 PM.
VOTE - Voting "Aye" – all members present. Voting "Nay" – none.
MOTION – PASSED

Respectfully submitted,



Dave Mingo, Secretary

Joint Powers Solid Waste Authority
Financial Report Thru November 30, 2022

Description	Yankton Transfer	Vermillion Landfill	Total Joint	11 Month Budget	Legal 2022 Budget
Joint Power Transfer/Landfill					
<i>Total Revenue</i>	<u>\$1,569,183.54</u>	<u>\$1,013,455.85</u>	<u>\$2,582,639.39</u>	<u>\$2,166,431.67</u>	<u>\$2,363,380.00</u>
<i>Expenses:</i>					
Personal Services	334,796.21	359,756.86	694,553.07	730,158.00	796,536.00
Operating Expenses	329,365.26	459,685.39	789,050.65	884,173.58	964,553.00
Depreciation (est)	185,922.22	236,156.60	422,078.82	417,721.33	455,696.00
Trench Depletion	0.00	251,083.97	251,083.97	219,083.33	239,000.00
Closure/Postclosure Resrv	0.00	12,096.58	12,096.58	22,916.67	25,000.00
Amortization of Permit	0.00	1,946.55	1,946.55	1,375.00	1,500.00
<i>Total Operating Expenses</i>	<u>850,083.69</u>	<u>1,320,725.95</u>	<u>2,170,809.64</u>	<u>2,275,427.92</u>	<u>2,482,285.00</u>
<i>Non Operating Expense-Interest</i>	<u>7,762.78</u>	<u>36,130.90</u>	<u>43,893.68</u>	<u>72,092.17</u>	<u>78,646.00</u>
<i>Landfill Operating Income</i>	<u>711,337.07</u>	<u>(343,401.00)</u>	<u>367,936.07</u>	<u>(181,088.42)</u>	<u>(197,551.00)</u>
Joint Recycling Center					
<i>Total Revenue</i>	<u>0.00</u>	<u>141,495.23</u>	<u>141,495.23</u>	<u>92,125.00</u>	<u>100,500.00</u>
<i>Expenses:</i>					
Personal Services	0.00	212,552.51	212,552.51	228,229.83	248,978.00
Operating Expenses	0.00	114,642.27	114,642.27	120,037.50	130,950.00
Depreciation (est)	0.00	33,917.28	33,917.28	34,833.33	38,000.00
<i>Total Operating Expenses</i>	<u>0.00</u>	<u>361,112.06</u>	<u>361,112.06</u>	<u>383,100.67</u>	<u>417,928.00</u>
<i>Non Operating Expense-Interest</i>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
<i>Recycling Operating Income</i>	<u>0.00</u>	<u>(219,616.83)</u>	<u>(219,616.83)</u>	<u>(290,975.67)</u>	<u>(317,428.00)</u>
<i>Total Operating Income</i>	<u>\$711,337.07</u>	<u>(\$563,017.83)</u>	<u>\$148,319.24</u>	<u>(\$472,064.08)</u>	<u>(\$514,979.00)</u>
Tonage in Trench:	<u>11/30/2021</u>	<u>11/30/2022</u>			
Asbestos	123.04	109.17	109.17	45.83	50.00
Centerville	332.86	293.55	293.55	1,008.33	1,100.00
Beresford	0.00	0.00	0.00	1,283.33	1,400.00
Clay County Garbage	14,177.31	16,025.19	16,025.19	13,291.67	14,500.00
Elk Point	1,019.37	981.80	981.80	238.33	260.00
Yankton County Garbage	22,821.50	22,911.76	22,911.76	21,908.33	23,900.00
<i>Total Tonage in Trench</i>	<u>38,474.08</u>	<u>40,321.47</u>	<u>40,321.47</u>	<u>37,775.83</u>	<u>41,210.00</u>
Operating Cost per ton			<u>\$53.84</u>	<u>\$62.14</u>	<u>\$62.14</u>

This report is based on the following:

Revenue accrual thru November 30, 2022

Expenses cash thru November 30, 2022 with December's bills

Joint Powers Solid Waste Authority
Financial Report Thru November 30, 2022

Description	Yankton Transfer	Vermillion Landfill	Total Joint	11 Month Budget	Legal 2022 Budget
Source of Funds					
<i>Beginning Balance</i>	(\$472,259.00)	\$2,906,126.00	\$2,433,867.00	\$1,785,196.00	\$1,785,196.00
<i>Operating Revenue:</i>					
Net Income	711,337.07	(563,017.83)	148,319.24	(472,064.08)	(514,979.00)
Depreciation	185,922.22	270,073.88	455,996.10	452,554.67	493,696.00
Trench Depletion	0.00	251,083.97	251,083.97	219,083.33	239,000.00
Amortization of Permit	0.00	1,946.55	1,946.55	1,375.00	1,500.00
<i>Non Operating Revenue:</i>					
Grant	0.00	0.00	0.00	0.00	0.00
Loan Proceeds	0.00	0.00	0.00	0.00	0.00
Contributed Capital	0.00	1,920.00	1,920.00	4,583.33	5,000.00
Sale Proceeds	0.00	0.00	0.00	0.00	0.00
Comp. for Loss & Damage	17,324.91	0.00	17,324.91	0.00	0.00
Fire Related Expenses	0.00	0.00	0.00	0.00	0.00
Interest	0.00	13,798.03	13,798.03	4,583.33	5,000.00
<i>Cash Flow Transfer:</i>					
Joint Power Transfer/Landfill	(179,420.76)	179,420.76	0.00	1,595,000.00	1,740,000.00
Joint Recycling Center	0.00	0.00	0.00	0.00	0.00
Total Funds Available	262,904.44	3,061,351.36	3,324,255.80	3,590,311.58	3,754,413.00
Application of Funds Available					
<i>Joint Power Transfer/Landfill</i>					
Equipment	303,770.41	260,051.33	563,821.74	749,833.33	818,000.00
Trench	0.00	0.00	0.00	0.00	0.00
Closure/Postclosure Cash Res.	0.00	12,096.58	12,096.58	22,916.67	25,000.00
<i>Joint Recycling Center</i>					
Equipment	0.00	31,756.56	31,756.56	52,250.00	57,000.00
<i>Payment Principal</i>	65,212.84	96,216.30	161,429.14	314,181.08	342,743.00
<i>Appropriation to Reserve</i>	0.00	0.00	0.00	0.00	0.00
Total Applied	368,983.25	400,120.77	769,104.02	1,139,181.08	1,242,743.00
Ending Balance	(\$106,078.81)	\$2,661,230.59	\$2,555,151.78	\$2,451,130.50	\$2,511,670.00

Joint Powers Solid Waste Authority
Financial Report Thru November 30, 2022

Joint Power Transfer/Landfill Description	Yankton Transfer	Vermillion Landfill	Total Joint	11 Month Budget	Legal 2022 Budget
<i>Revenue: (accrual)</i>					
Asbestos	\$0.00	\$7,096.11	\$7,096.11	\$5,500.00	\$6,000.00
Elk Point	0.00	52,962.80	52,962.80	57,200.00	\$62,400.00
Centerville	0.00	15,836.45	15,836.45	12,631.67	13,780.00
Beresford	0.00	365.76	365.76	0.00	0.00
Clay County Garbage	0.00	900,601.74	900,601.74	756,250.00	825,000.00
Compost-Yd Waste-Wood	0.00	5,376.69	5,376.69	8,708.33	9,500.00
Contaminated Soil	0.00	5,266.42	5,266.42	6,875.00	7,500.00
White Goods	0.00	3,431.88	3,431.88	5,500.00	6,000.00
Tires	0.00	16,910.22	16,910.22	4,583.33	5,000.00
Electronics	0.00	1,793.43	1,793.43	5,500.00	6,000.00
Other Revenue	262.76	3,814.35	4,077.11	13,841.67	15,100.00
Cash long	(5.51)	0.00	(5.51)	0.00	0.00
Rubble	67,514.22	0.00	67,514.22	47,666.67	52,000.00
Transfer Fees	1,490,834.86	0.00	1,490,834.86	1,237,500.00	1,350,000.00
Metal	10,577.21	0.00	10,577.21	4,583.33	5,000.00
Other Operational - Solid Waste	0.00	0.00	0.00	91.67	100.00
Total Revenue	1,569,183.54	1,013,455.85	2,582,639.39	2,166,431.67	2,363,380.00
<i>Expenses: (cash)</i>					
Personal Services	334,796.21	359,756.86	694,553.07	730,158.00	796,536.00
Insurance	18,851.44	11,382.33	30,233.77	29,909.00	32,628.00
Professional Service/Fees	45,427.37	80,896.46	126,323.83	165,000.00	180,000.00
Non Professional Fees	0.00	0.00	0.00	0.00	0.00
Processing- Reduction	0.00	6,650.25	6,650.25	9,166.67	10,000.00
State Fees	0.00	40,321.47	40,321.47	42,625.00	46,500.00
Professional - Legal/Audit	3,580.15	0.00	3,580.15	2,520.83	2,750.00
Publishing & Advertising	162.62	1,966.01	2,128.63	2,566.67	2,800.00
Rental	0.00	0.00	0.00	458.33	500.00
Hauling fee	0.00	0.00	0.00	0.00	0.00
Equipment repair	892.33	76,689.57	77,581.90	55,916.67	61,000.00
Motor vehicle repair	1,320.77	2,953.32	4,274.09	22,000.00	24,000.00
Vehicle fuel & maintenance	155,205.93	67,142.45	222,348.38	192,500.00	210,000.00
Equip, Mat'l & Labor	43,335.56	0.00	43,335.56	59,583.33	65,000.00
Building repair	29,440.85	2,644.00	32,084.85	22,000.00	24,000.00
Facility repair & maintenance	0.00	21,027.93	21,027.93	32,083.33	35,000.00
Postage	514.16	154.88	669.04	779.17	850.00
Office supplies	545.36	1,169.70	1,715.06	3,208.33	3,500.00
Copy supplies	75.80	189.57	265.37	343.75	375.00
Uniforms	128.00	7,111.68	7,239.68	5,958.33	6,500.00
Small Tools & Hardware	279.99	0.00	279.99	229.17	250.00
Travel & Training	0.00	4,534.81	4,534.81	4,125.00	4,500.00
Operating supply	487.61	105,110.95	105,598.56	167,383.33	182,600.00
Electricity	7,314.02	14,761.44	22,075.46	28,416.67	31,000.00
Heating Fuel - Gas	17,433.34	12,446.23	29,879.57	29,791.67	32,500.00
Water	2,153.42	1,162.45	3,315.87	3,208.33	3,500.00
WW service	946.26	0.00	946.26	1,191.67	1,300.00
Landfill	259.71	0.00	259.71	275.00	300.00
Telephone	1,010.57	1,369.89	2,380.46	2,933.33	3,200.00
Depreciation (est)	185,922.22	236,156.60	422,078.82	417,721.33	455,696.00
Trench Depletion		251,083.97	251,083.97	219,083.33	239,000.00
Closure/Postclosure Resrv		12,096.58	12,096.58	22,916.67	25,000.00
Amortization of Permit		1,946.55	1,946.55	1,375.00	1,500.00
Total Op Expenses	850,083.69	1,320,725.95	2,170,809.64	2,275,427.92	2,482,285.00

Joint Powers Solid Waste Authority
Financial Report Thru November 30, 2022

Joint Power Transfer/Landfill Description	Yankton Transfer	Vermillion Landfill	Total Joint	11 Month Budget	Legal 2022 Budget
<i>Non Operating Expense-Interest</i>	7,762.78	36,130.90	43,893.68	72,092.17	78,646.00
<i>Bond Issuance Costs</i>	0.00	0.00	\$0.00	0.00	0.00
<i>Operating Income (Loss)</i>	\$711,337.07	(\$343,401.00)	\$367,936.07	(\$181,088.42)	(\$197,551.00)
<i>Capital:</i>					
Capital Outlay	\$303,770.41	\$260,051.33	\$563,821.74	\$749,833.33	\$818,000.00
Landfill Development	0.00	0.00	0.00	67,833.33	\$74,000.00
Capital Lease	0.00	0.00	0.00	0.00	\$0.00
<i>Total Capital Expenditures</i>	\$303,770.41	\$260,051.33	\$563,821.74	\$817,666.67	\$892,000.00
<i>Grant Reimbursement</i>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<i>Federal Grant thru State</i>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<i>Equipment Sale Proceeds</i>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<i>Cash Flow Transfer</i>	(\$179,420.76)	\$179,420.76	\$0.00	\$0.00	\$0.00
<i>Tonage in Trench:</i>					
Asbestos		109.17	109.17	45.83	50.00
Beresford		0.00	0.00	1,283.33	1,400.00
Centerville Garbage		293.55	293.55	1,008.33	1,100.00
Clay County Garbage		16,025.19	16,025.19	13,291.67	14,500.00
Elk Point		981.80	981.80	238.33	260.00
Yankton County Garbage		22,911.76	22,911.76	21,908.33	23,900.00
<i>Total Tonage in Trench</i>		40,321.47	40,321.47	37,775.83	41,210.00
Operating Cost per ton			\$53.84	\$62.14	\$62.14

Joint Recycling Center Description	Yankton Transfer	Vermillion Center	Total Joint	11 Month Budget	Legal 2022 Budget
<i>Revenue:</i>					
Tipping Fees	\$0.00	0.00	\$0.00	0.00	0.00
Metal/Tin	0.00	0.00	0.00	2,291.67	2,500.00
Plastic	0.00	13,821.05	13,821.05	13,750.00	15,000.00
Aluminum	0.00	27,167.19	27,167.19	14,666.67	16,000.00
Newsprint	0.00	9,852.55	9,852.55	8,250.00	9,000.00
Cardboard	0.00	89,500.34	89,500.34	41,250.00	45,000.00
High Grade Paper	0.00	0.00	0.00	4,583.33	5,000.00
Other Material	0.00	1,154.10	1,154.10	7,333.33	8,000.00
Contributions/Operating Grants	0.00	0.00	0.00	0.00	0.00
Total Revenue	0.00	141,495.23	141,495.23	92,125.00	100,500.00
<i>Expenses:</i>					
Personal Services	0.00	212,552.51	212,552.51	228,229.83	248,978.00
Insurance	0.00	2,133.85	2,133.85	2,200.00	2,400.00
Professional Service/Fees	0.00	1,110.45	1,110.45	458.33	500.00
Hazardous Waste Collection	0.00	39,611.57	39,611.57	45,833.33	50,000.00
Professional-Legal	0.00	0.00	0.00	0.00	0.00
Publishing & Advertising	0.00	1,096.12	1,096.12	1,375.00	1,500.00
Rental	0.00	0.00	0.00	0.00	0.00
Equipment repair	0.00	8,991.21	8,991.21	8,708.33	9,500.00
Vehicle repair & maintenance	0.00	998.74	998.74	550.00	600.00
Vehicle fuel	0.00	5,164.75	5,164.75	4,583.33	5,000.00
Building repair & maintenance	0.00	6,085.46	6,085.46	2,566.67	2,800.00
Postage	0.00	2.10	2.10	45.83	50.00
Freight	0.00	12,900.00	12,900.00	16,041.67	17,500.00
Office supplies	0.00	580.62	580.62	916.67	1,000.00
Uniforms	0.00	52.20	52.20	687.50	750.00
Materials Purchases	0.00	5,245.35	5,245.35	4,125.00	4,500.00
Travel & Training	0.00	2,538.97	2,538.97	1,833.33	2,000.00
Operating Supplies	0.00	7,389.43	7,389.43	9,166.67	10,000.00
Copy Supply	0.00	101.97	101.97	183.33	200.00
Electricity	0.00	5,353.01	5,353.01	5,958.33	6,500.00
Heating Fuel-Gas	0.00	5,557.62	5,557.62	4,354.17	4,750.00
Water	0.00	315.24	315.24	595.83	650.00
WW service	0.00	853.26	853.26	1,100.00	1,200.00
Telephone	0.00	644.08	644.08	779.17	850.00
Revenue Sharing	0.00	7,916.27	7,916.27	7,975.00	8,700.00
Depreciation (est)	0.00	33,917.28	33,917.28	34,833.33	38,000.00
Total Op Expenses	0.00	361,112.06	361,112.06	383,100.67	417,928.00
<i>Non Operating Expense-Interest</i>	0.00	0.00	0.00	0.00	0.00
Operating Income (Loss)	\$0.00	(\$219,616.83)	(\$219,616.83)	(\$290,975.67)	(\$317,428.00)
Capital Outlay	\$0.00	\$31,756.56	\$31,756.56	\$52,250.00	\$57,000.00
Grant Reimbursement/Donations	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Cash Flow Transfer	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

This report is based on the following:

Revenue accrual thru November 30, 2022

Expenses cash thru November 30, 2022 with December's bills

2022 Joint Powers Total Operations Recap

Month	Yankton Transfer	Vermillion Landfill	Total	Total Tons	\$ per ton	Recycling			Yankton Operations	Vermillion Operations	Total Operations
						Yankton	Vermillion	Total			
January	42,818.80	(37,653.09)	5,165.71	3,001.98	53.37	0.00	8,540.61	8,540.61	42,818.80	(29,112.48)	13,706.32
February	20,433.97	(48,393.67)	(27,959.70)	2,578.89	71.09	0.00	(19,765.60)	(19,765.60)	20,433.97	(68,159.27)	(47,725.30)
Subtotal	63,252.77	(86,046.76)	(22,793.99)	5,580.87	62.09	0.00	(11,224.99)	(11,224.99)	63,252.77	(97,271.75)	(34,018.98)
March	57,675.49	(50,930.75)	6,744.74	3,355.35	62.21	0.00	(8,826.73)	(8,826.73)	57,675.49	(59,757.48)	(2,081.99)
Subtotal	120,928.26	(136,977.51)	(16,049.25)	8,936.22	62.14	0.00	(20,051.72)	(20,051.72)	120,928.26	(157,029.23)	(36,100.97)
April	61,717.12	(53,530.54)	8,186.58	3,441.44	61.19	0.00	(16,693.14)	(16,693.14)	61,717.12	(70,223.68)	(8,506.56)
Subtotal	182,645.38	(190,508.05)	(7,862.67)	12,377.66	61.87	0.00	(36,744.86)	(36,744.86)	182,645.38	(227,252.91)	(44,607.53)
May	88,622.30	(20,745.52)	67,876.78	4,034.28	46.99	0.00	(56,865.99)	(56,865.99)	88,622.30	(77,611.51)	11,010.79
Subtotal	271,267.68	(211,253.57)	60,014.11	16,411.94	58.22	0.00	(93,610.85)	(93,610.85)	271,267.68	(304,864.42)	(33,596.74)
June	100,537.14	(12,787.35)	87,749.79	4,038.44	44.13	0.00	(16,830.21)	(16,830.21)	100,537.14	(29,617.56)	70,919.58
Subtotal	371,804.82	(224,040.92)	147,763.90	20,450.38	55.43	0.00	(110,441.06)	(110,441.06)	371,804.82	(334,481.98)	37,322.84
July	71,817.80	(11,629.42)	60,188.38	3,986.98	48.15	0.00	(20,058.94)	(20,058.94)	71,817.80	(31,688.36)	40,129.44
Subtotal	443,622.62	(235,670.34)	207,952.28	24,437.36	54.24	0.00	(130,500.00)	(130,500.00)	443,622.62	(366,170.34)	77,452.28
August	103,046.66	(1,018.02)	102,028.64	4,350.96	43.14	0.00	(17,748.23)	(17,748.23)	103,046.66	(18,766.25)	84,280.41
Subtotal	546,669.28	(236,688.36)	309,980.92	28,788.32	52.57	0.00	(148,248.23)	(148,248.23)	546,669.28	(384,936.59)	161,732.69
September	55,912.65	(41,286.02)	14,626.63	4,274.96	61.16	0.00	(27,686.14)	(27,686.14)	55,912.65	(68,972.16)	(13,059.51)
Subtotal	602,581.93	(277,974.38)	324,607.55	33,063.28	53.68	0.00	(175,934.37)	(175,934.37)	602,581.93	(453,908.75)	148,673.18
October	58,627.48	(16,122.38)	42,505.10	3,826.06	57.02	0.00	(27,815.26)	(27,815.26)	58,627.48	(43,937.64)	14,689.84
Subtotal	661,209.41	(294,096.76)	367,112.65	36,889.34	54.02	0.00	(203,749.63)	(203,749.63)	661,209.41	(497,846.39)	163,363.02
November	57,633.19	(13,173.34)	44,459.85	3,432.13	51.72	0.00	(15,867.20)	(15,867.20)	57,633.19	(29,040.54)	28,592.65
Subtotal	718,842.60	(307,270.10)	411,572.50	40,321.47	53.84	0.00	(219,616.83)	(219,616.83)	718,842.60	(526,886.93)	191,955.67

12/2/2022

City of Yankton Transfer Station
Landfill Tons

Date	City	Licensed Haulers				Sub-Total	All Other	Total Transfer
	Compactors (577)	Janssen (547)	Arts (586)	Loren Fischer (648)	Kortan (673)			
January 2021	236.20	525.19	420.65	82.07	23.66	1,051.57	507.40	1,795.17
February 2021	209.71	469.53	428.60	52.03	28.90	979.06	375.91	1,564.68
March 2021	268.59	625.10	504.42	75.16	27.90	1,232.58	537.56	2,038.73
April 2021	278.20	645.30	524.53	64.28	35.94	1,270.05	884.36	2,432.61
May 2021	253.20	652.38	457.22	76.67	28.49	1,214.76	614.82	2,082.78
June 2021	291.90	749.78	530.93	85.89	33.61	1,400.21	562.06	2,254.17
July 2021	284.89	724.18	561.10	74.00	38.61	1,397.89	578.80	2,261.58
August 2021	292.03	674.93	536.59	77.66	34.27	1,323.45	592.98	2,208.46
September 2021	282.22	689.94	507.29	76.85	32.65	1,306.73	588.08	2,177.03
October 2021	257.29	665.67	491.96	63.53	38.04	1,259.20	555.98	2,072.47
November 2021	279.00	668.48	485.90	68.71	31.24	1,254.33	496.57	2,029.90
December 2021	283.07	570.11	445.12	84.57	38.20	1,138.00	432.06	1,853.13
2021 Total	3,216.30	7,660.59	5,894.31	881.42	391.51	14,827.83	6,726.58	24,770.71
January 2022	258.69	515.97	411.98	59.08	29.31	1,016.34	331.11	1,606.14
February 2022	217.91	548.02	370.93	67.84	29.20	1,015.99	304.16	1,538.06
March 2022	262.23	665.38	479.74	61.13	35.34	1,241.59	536.56	2,040.38
April 2022	249.31	581.31	446.18	65.70	36.42	1,129.61	682.08	2,061.00
May 2022	279.47	705.94	565.54	64.83	36.49	1,372.80	680.16	2,332.43
June 2022	284.91	790.62	532.96	55.20	45.33	1,424.11	664.58	2,373.60
July 2022	266.85	664.17	513.64	71.59	41.42	1,290.82	685.21	2,242.88
August 2022	299.82	727.50	588.65	62.56	36.52	1,415.23	650.07	2,365.12
September 2022	279.11	666.71	464.24	91.13	43.62	1,265.70	738.06	2,282.87
October 2022	257.32	657.02	481.32	78.30	32.91	1,249.55	571.62	2,078.49
November 2022	270.52	557.40	442.87	65.99	31.40	1,097.66	426.01	1,794.19
2022 Total	2,926.14	7,080.04	5,298.05	743.35	397.96	13,519.40	6,269.62	22,715.16

CITY OF VERMILLION
LANDFILL TONS

	2022	Art's Garbage	City of Elk Point	Fischer Disposal	Loren Fischer	Herm's Sanitation	Turner County	Vermillion Garbage	Waste Mgmt of Sioux City	Other	2022 Tons
\$53.00 PER TON	Jan	18.45	77.97	192.36	439.25	25.79	16.64	66.39	199.67	217.79	1254.31
	Feb	32.68	72.96	177.91	353.42	27.01	16.86	58.15	180.46	85.39	1004.84
	Mar	8.25	98.62	213.95	458.65	35.35	26.46	57.19	224.86	179.16	1302.49
	April	12.47	81.41	215.56	496.52	34.20	31.97	60.88	188.94	327.84	1449.79
	May	29.00	105.65	266.28	711.14	52.88	32.39	70.24	241.82	231.86	1741.26
	June	17.89	91.14	236.58	626.16	34.66	29.54	59.09	201.45	347.74	1644.25
	July	32.06	83.13	216.39	580.54	45.24	28.40	56.90	200.28	520.05	1762.99
	Aug	24.81	99.87	267.81	704.11	53.07	37.82	68.59	234.75	420.31	1911.14
	Sept	-	92.38	238.37	560.29	46.39	11.55	97.32	240.87	695.82	1982.99
	Oct	-	82.67	214.91	566.70	39.94	31.00	63.31	224.39	542.73	1765.65
	Nov	-	96.00	212.88	563.59	44.62	30.92	63.60	218.85	359.54	1590.00
	Dec										
		175.61	981.80	2453.00	6060.37	439.15	293.55	721.66	2356.34	3928.23	17409.71

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

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-sale) Liquor License for January 1, 2023, to December 31, 2023, from W R Capital, LLC (Don Anderson, President), dba Minerva's Grill & Bar to LLTD1, LLC (Kimberly Ocampo, Owner), dba Boss' Pizza & Chicken Sports Bar, 1607 E. Hwy 50, Suite A, PO Box 146, Yankton, S.D.

NOTICE IS FURTHER GIVEN that a Public Hearing upon the application will be held on Monday, January 23rd, 2023 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 January, 2023.



Al Viereck
FINANCE OFFICER

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, February 4, 2023, from BPO Elks Lodge 994 (Lindsay Stotz, Secretary), 504 W 27th Street, NFAA, 800 Archery Lane, Yankton, South Dakota.

NOTICE IS FURTHER GIVEN that a Public Hearing upon the application will be held on Monday, January 23, 2023 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 January, 2023.



Al Viereck
FINANCE OFFICER

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 2 days, February 10 & 11, 2023, from BPO Elks Lodge 994 (Lindsay Stotz, Secretary), 504 W 27th Street, NFAA, 800 Archery Lane, Yankton, South Dakota.

NOTICE IS FURTHER GIVEN that a Public Hearing upon the application will be held on Monday, January 23, 2023 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 January, 2023.



Al Viereck
FINANCE OFFICER

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 Malt Beverage (on-sale) Retailers License and a Special (on-sale) Wine Retailers License for 1 day, February 16th, 2023, from The Center (Kriss Thury, Executive Director), 900 Whiting Drive, Yankton, South Dakota.

NOTICE IS FURTHER GIVEN that a Public Hearing upon the application will be held on Monday, January 23rd, 2023 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 January, 2023.



Al Viereck
FINANCE OFFICER

NOTICE OF HEARING UPON APPLICATION
FOR SALE OF ALCOHOLIC BEVERAGES

NOTICE IS HEREBY GIVEN that an application has been received by the Board of City Commissioners of the City of Yankton, South Dakota, for a Special Events (on-sale) Liquor License for February 18, 2023 from Hanten, Inc., (Ben Hanten, Owner) dba Ben's Brewing Company, 222 West 3rd Street, NFAA, 800 Archery Lane, Yankton, South Dakota.

NOTICE IS FURTHER GIVEN that a Public Hearing upon the application will be held on Monday, January 23rd, 2023 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 January, 2023.



Al Viereck
FINANCE OFFICER

***Zoning Board of Adjustment
Second Reading and Public Hearing
Variance***

Memorandum #23-06

To: Amy Leon, City Manager
From: Dave Mingo, AICP Community and Economic Development Director
Subject: Zoning Board of Adjustment Hearing / Fence Height Variance Request
Date: December 29, 2022

REQUEST FOR VARIANCE TO ZONING REGULATIONS

ACTION NUMBER: 22-44

E.T.J. MEMBER ACTION REQUIRED: No

APPLICANT / OWNER: Travis Arens and Kelly Arens.

ADDRESS / LOCATION: 203 West 25th Street.

PROPERTY DESCRIPTION: Lot 16, Block 2, Mayer's Addition to the City of Yankton, South Dakota.

ZONING DISTRICT: R-2 Single Family Residential.

VARIANCE REQUEST: The applicant is requesting permission to exceed the four-foot maximum fence height on a corner lot in a defined front yard setback. The fence, at an estimated six feet tall, was recently constructed in violation of the ordinance. The situation is unfortunate because the applicant had contact with city officials about the ordinance requirements prior to constructing the fence and decided to proceed anyway. They have subsequently decided to apply for a variance.

PREVIOUS ACTION: None.

COMMENTS: Consideration of a variance request is a quasi-judicial process. Planning Commissioners and City Commissioners should refrain from individual discussions or site visits regarding the issue.

The provisions of the applicable ordinance establish four feet as the maximum height for a fence in a front yard. Corner lots by definition have two front yards.

_____ Roll Call (requires 2/3's for approval)

In the past when the city has considered issues like this, we have discussed whether we should change the ordinance for all like zoned property in the city rather than granting a special privilege for one property owner. There are several instances in the past, like with rear yard decks or corner lot rear yard setbacks, when the Planning Commission and City Commission have amended the ordinance as it applies to all rather than granting variances for individual property owners. Staff does not recommend an ordinance change that would increase fence heights in front yards.

The Arens own a very nice single family dwelling on a corner lot. There is a section of old, existing nonconforming fence on their south property line that by ordinance definition, does not establish cause for the new section of fence to be taller than ordinance provisions.

Proof of hardship is the test that must be passed when considering a variance request. The below Section 27-11-2 of the code describes the parameters under which variances are considered by the city. The applicable section of the code states the reason for granting a variance is:

(2) The board shall be satisfied by the evidence heard before it that the granting of any variance permitted in SDCL will alleviate a hardship approaching confiscation as distinguished from special privileges sought by the owner, and be the minimum variance that will afford relief to the property owner.

The applicable section of South Dakota Codified Law related to granting a variance states:

11-6-25. Board of adjustment to consider variances in hardship cases-- Municipal planning and zoning adjustment provisions apply. The city council may provide for a board of adjustment, or may authorize the planning and zoning commission to serve as a board of adjustment to make special exceptions or grant variances to the regulations adopted under § 11-6-24 in specific cases, in order that unwarranted hardship, which constitutes an unreasonable deprivation of use as distinguished from the mere grant of a privilege, may be avoided.

Courts have determined the following related to a property having a true “hardship.”

Hardship Due to Unique Physical Limitations of the Property Hardship must be due to unique physical limitations of the property, i.e. compliance with ordinance requirements is prevented by limitations (steep slopes, wetlands, etc.) that are not generally shared by other properties. The circumstances of an applicant (growing family, need for larger garage, etc.) are not a factor in deciding variances. Nearby ordinance violations, prior variances or lack of objections from neighbors do not provide a basis for granting a variance. Minor property limitations that prevent ordinance compliance and are common to a number of properties should be addressed by amendment of the ordinance.

_____ Roll Call (requires 2/3's for approval)

The most specific consideration related to this request is that there are no unique physical limitations of the property. Further, the circumstances of an applicant are not a factor in deciding variances. Based on these criteria, staff is not aware of any evidence of a land use hardship on the site.

City staff has been contacted by one adjoining landowner via telephone after sending out the notice for the Planning Commission meeting. That owner had general questions about the nature of the request. There were neighbors in attendance at the Planning Commission meeting. Please see the minutes from the December 12th Planning Commission meeting for further information about the discussion.

Staff recommends that the variance request be denied.

HEARING SCHEDULE:

- | | |
|--------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|
| December 12, 2022: | Planning Commission hears testimony and makes a recommendation to the Zoning Board of Adjustment. |
| December 12, 2022: | Zoning Board of Adjustment sets January 9, 2023 as the date for a public hearing to consider the variance. |
| January 9, 2023: | Zoning Board of Adjustment hears testimony and makes final decision. Granting of a variance requires a vote of at least two-thirds of the Board. |

Planning Commission results: The Planning Commission recommended the proposed variance be denied.

Please reference the minutes from the December 12th Planning Commission meeting for more information about the discussion.

_____ Roll Call (requires 2/3's for approval)

Yankton Municipal
Cemetery



W 25TH ST

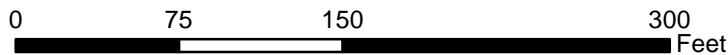
CEDAR TIER

WALNUT ST

City of Yankton

Variance Request Location Map

203 W 25th St
City of Yankton, Yankton County, South Dakota.





203 W. 25th

City of Yankton
Planning Commission and Zoning Board of Adjustment
Yankton, SD 57078

Re: **Variance to Zoning Regulations**

Dear Board Members:

This letter, pursuant to the City of Yankton's Zoning Ordinance, is an application hereby made for a variation in the regulations of said ordinance for the property herein described.

On the 23 November, 2022, the undersigned applied for a building permit to :
Description of permit desired: Construct a six foot tall fence in a defined front yard setback.
The permit was refused because: The maximum fence height allowed in a front yard setback is four feet.

The address of the property is: 203 West 25th Street

Lot Number: Lot 16
Block Number: 2
Addition: Mayer's Addition
Zoning District: R-2 Single Family
of which I/we own.

I/We have included a set of drawings or site plan, to scale, showing all conditions as to lot dimensions, building dimensions (proposed and existing), proposed uses of buildings (proposed, existing and future), location of off street parking, dimensions and number of spaces, the location of landscaping and/or screening that is proposed, and any easements that might exist or are proposed.


I/We have included a receipt for Seventy-Five dollars (\$75.00), from the City Finance Department for processing this request.

I hereby depose and say that all the above statements and statements contained in this application and related attachments are true.

Thank you for your consideration,

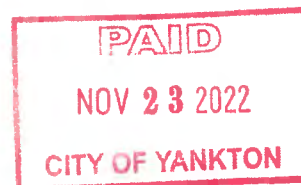
Dated this 23 day of November, 2022

Travis or Kelly Arens
printed / typed name and title if applicable


signature

203 W. 25th Street
Yankton, SD 57078

City Receipt Account Number 101.3231







W 25th St

STOP

PLEASE CLEAN UP & PUT
OFF UNTIL DAY

Around town there are many fences and bushes that are 6 foot and located beyond the building set back line. If these fences are allowed, you will be discriminating against our special needs children if a variance is not granted for our children.

Think of your children as 1-2 year olds. That is where our children are developmentally currently. Now imagine you children the height and strength of a 6 year old, while still at the dangerous unpredictable stage of a toddler. Owen is already tall and heavy enough to overpower his mom

Both kids do not respond to or understand commands. These include: 'Come back', 'Stop', 'Slow down', 'Come here'. It's as if they are deaf from an understanding perspective.

Both kids routinely pick opposite routes/paths when one caregiver is present. Extra room is needed for their development.

Owen often trips and falls since his version of autism affects his body awareness. A simple fall for normal kids results in just skinned knees. Owen however, does not catch his body with his hands, and more lawn space helps to keep him safe as he goes his usual speed.....always a full run.

Due to our son's epilepsy, we need quick access to go into the house for his rescue medicine, while also keeping his sister in view for her safety as well. Otherwise we would be running almost completely around the house to get in. A 4 ft fence would be too easy for either child to climb over while their Mom's focus is on the other child, especially in an emergency situation.

We have letters from our pediatrician and Owen's child psychologist. There are copies here for each of you.

In 1970, 1 in 10,000 children had autism. In 2000, 1 in 150 children had autism. In 2020 in 54 children had autism. In 2021, 1 in 44 children have autism. With the current rate of autism skyrocketing, there will be an increasing need for more safety measures for families throughout the city. We may need to look at repealing some SD codified laws or use common sense and grant variances for safety reasons.

No one has made a decision. The decision was made by an attorney who drew up these zoning plans for a city and it was adopted by all cities. These ordinances are now outdated. We need to make our own ordinances and change our ordinances for the safety of our children. I don't want one of our special needs children climbing a 4 foot fence and getting hit by a car. The current ordinance applied to our fence is not a safety issue for the public and does not obstruct the views for traffic to navigate safely. In our case a 4' sounds more like a cosmetic preference of the city. We need a 6' fence to keep our children safe.

The Community and Economic Director Dave Mingo said City Commissioners have the power to approve this and make the final decision on our fence variance regardless of their recommendation. Did the planning and zoning board not want to stand up and try to help us. Did the planning and zoning board pass this onto you? When it was proposed to close down part of the Summit Activities Center, the people said 'No' and you listened.

City commissioners are elected to serve the people. I am looking for someone to speak up and support this 2' taller fence.. Your job is to represent the people.

There are 2 letters that we provided from Owen's child psychologist and pediatrician Dr. Willman. Not only are you not listening to me if you don't pass this variance, you are not listening to them.

Are you going to serve the people?

Are you going to grant the variance?

Are you going to review and change the ordinance to protect the safety of Special Needs Children?

Travis Arens
402 358 0020



YANKTON MEDICAL CLINIC, P.C.
 1104 West Eighth Street, Yankton, S.D., 57078
 605-665-7841

VERMILLION MEDICAL CLINIC®
 101 South Plum Street, Vermillion, S.D., 57069
 605-624-8643

YANKTON MEDICAL CLINIC, P.C. - Ear, Nose & Throat
 2525 Fox Run Parkway, Suite 101, Yankton, S.D., 57078
 605-665-0062

YANKTON MEDICAL CLINIC, P.C. - Norfolk
 3901 West Norfolk Avenue, Norfolk, NE, 68701
 Internal Med: 402-316-4606 or ENT: 402-844-8110

09/23/2022

Owen and Raegan Arens
 203 W 25Th St
 Yankton, SD 57078-1319

To whom it may concern:

Owen and Raegan both carry a diagnosis of Autism (F84.0), which poses certain cognitive challenges and safety risks. Wandering from safe environments, including climbing fences, is a common occurrence among children with autism. According to Centers for Disease Control, wandering places children and adults with autism spectrum disorders in harmful and potentially life-threatening situations - making this an important safety issue for individuals affected and their families and caregivers.

If given the opportunity, Owen and Raegan will wander from safe environments, and there are well described wandering tendencies including goal-directed elopement, which means they will seek out items of interest, specifically roads and bodies of water. Owen has already proven to be a very good climber and could certainly climb over a 4 foot tall fence if he desired. I am certain that as Raegan grows, she will likely be able to do this as well. To protect these children, proper safeguards must be in place. Safeguards may include architectural barriers, such as the 6 foot fence their parents have installed.

Owen and Raegan will benefit from a safe outdoor environment in which to play. Due to their diagnosis of autism and wandering tendencies, as well as their ability to climb, and strong level of determination (as typically found in autistic children), their outdoor environment will require the 6 foot tall fence in order to ensure their safety.

Sincerely,

Provider

Willman, April Kay 09/23/2022 11:58 AM

Document generated by:

April W (480)

9/23/2022 11:58:22 AM

Letter Details (Owen)



Children's Behavioral Health

10/3/2022

RE: Owen G Arens
DOB: 1/12/2017

To whom it may concern,

I have had the privilege of serving as the treating psychiatrist for Owen Arens. Briefly, Owen has a diagnosis of autism spectrum disorder and I recently diagnosed him with an unspecified anxiety disorder. Owen's diagnoses making very impulsive, and he is a significant risk who accidentally get hurt if not put in a very safe environment. His family is working hard to try and establish a safe place for him, including one that is outdoors. Owen is a very agile young man who likes to climb and explore. The family would like to keep in place a fence that is high enough (current fence dimensions are appropriate, lowering it would lead to increased risk) to allow Owen to play outside without the risk that he gets out of his safe area and potentially gets injured. I would ask that the family be given consideration to be allowed to continue to have their current fence that is high enough so that he can play outside without the risk of injury.

If you have any further questions, please feel free to contact me at (402) 955-3900.

Sincerely,

John A. Pesavento, MD

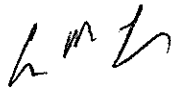
John Pesavento, MD

1000 N. 90th Street Suite 200 Omaha, NE 68114 Phone: 402-955-3900
Fax: 402-955-3920

This letter was initially viewed by Kelly M Arens at 10/13/2022 8:52 AM.

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Memorandum #23-10

TO: Yankton City Commission 
 FROM: Amy Leon, City Manager
 RE: Sertoma Shade Structures
 DATE: January 4, 2023

Friends of Sertoma have changed what they would like to see happen at Sertoma Park in terms of shade structures. As you are aware, on December 12, 2022 the City Commission approved \$50,000 from the BBB for the purchase and installation of four permanent commercial grade shade structures. The cost of these shade structures is \$32,000. The quote to install them, however, came back higher than expected at \$27,000. (Total \$59,000). These shade structures are 16'x 16'.

Having looked into the Kool Cow shade structures, Friends of Sertoma are able to purchase four larger Kool Cow structures 32'x 32' each for approximately \$18,000 total. These are "portable" so would not require installation but would be set in place and remain there for the entire season. Due to the size, these structures would throw more shade than the four commercial grade playground structures. The base would not have the tractor tire on the outside but be just solid concrete. They will also make these with extra height so they can easily accommodate bleachers underneath them.

Images of the quote and the two types of structures are attached. There is also a Kool Cow shade structure that sits by the two softball fields at the Summit Activities Center.

Staff are only authorized to move forward with what the Commission approved which was \$50,000 for commercial grade playground shade structures.

My opinion and recommendation to the City Commission is that for something in our park system the cattle shade type structure, while functional, may not uphold the image of providing exemplary spaces. I would suggest we either expend the additional \$9,000 to purchase and install the structures that you approved or ask for a quote for two larger commercial grade permanent shade structures.

While both alternatives I suggested offer less shade, I do think the community would be happier with the final product. My opinion ties back to this. When we commit to a project we commit wholeheartedly - how it looks, how it functions, how it feels with the goal of trying to ensure that every service, product, and project is reflective of the community that paid for it. When we can't do this, I would rather we scale back or wait until we can tick all those boxes. Beauty is in the eye of the beholder and, perhaps, you may feel the look of the Kool Cow Structures are okay. This is just my opinion and you are the decision makers.

In visiting with staff there is also a thought that perhaps the bases of the Kool Cows could be wrapped or painted to make them look a little better. In addition, there is the opportunity to do

two of the nicer looking structures this year and budget for two more in an out-year in Parks Capital.

Additionally, there may be other alternatives/options the City Commission comes up with that you would like to discuss.

Kool Cow shade structure data:

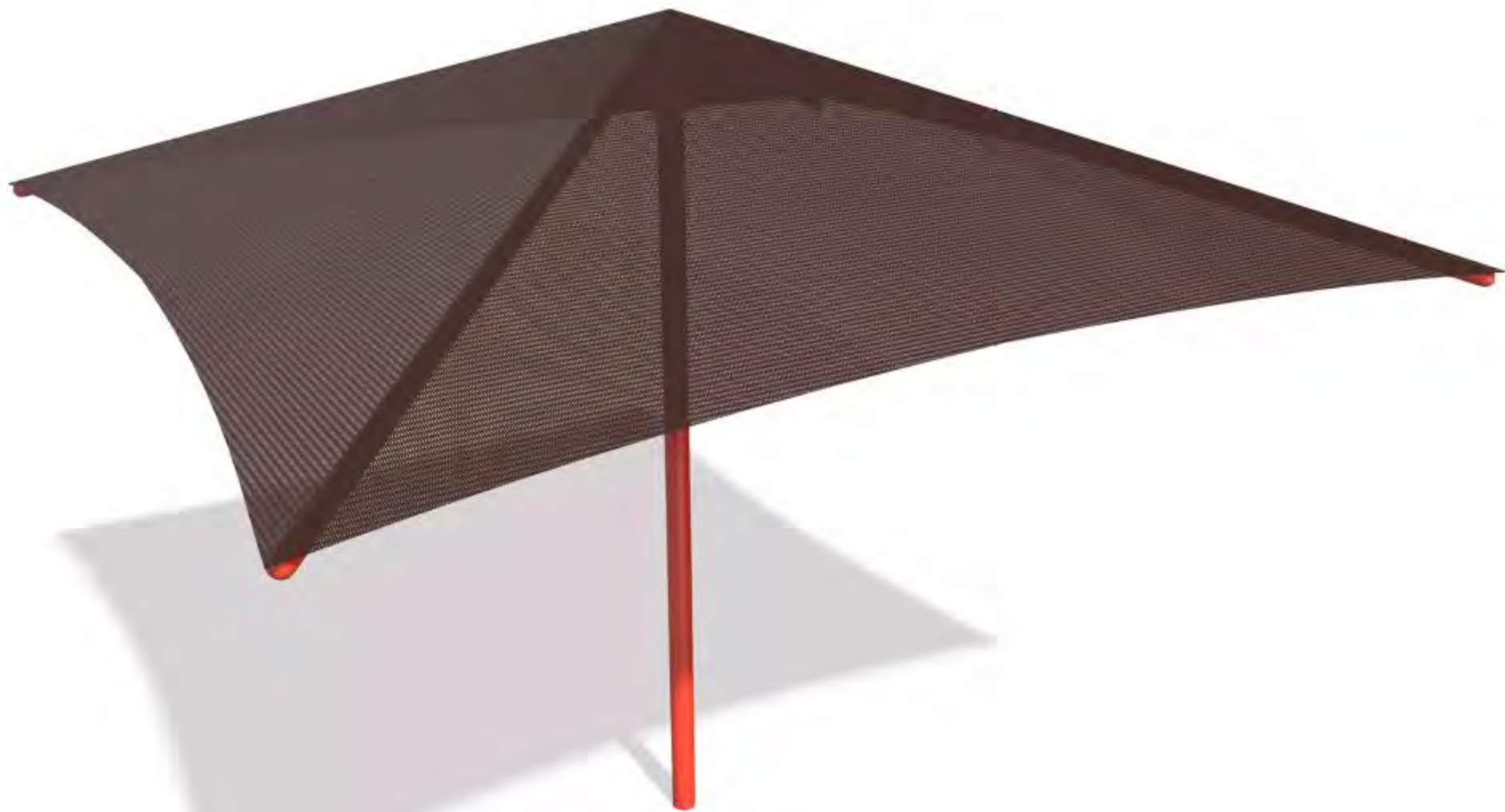
 KOOL COW SHADE
 THE BASE- 6,000 POUNDS
 CHAINS ON EACH SIDE
 MOVEABLE BY PULLING, PUSHING, OR LIFTING
 MAIN FRAME- ABOUT 12' CLEARANCE
 8" MAIN POST
 32'X32'
 FOUR ARMS OF 3 X 3 X 3/16
 TARP- 88% SHADE
 MAKES ABOUT A 20 DEGREE TEMPERATURE DIFFERENCE
 REINFORCED CORNERS
 24,000 POUND TRUCK RATCHET STRAP AROUND PERIMETER

RECOMMENDATION:

Discuss the options associated with shade structures and provide direction to staff. If additional funding is required, a motion and roll call will be required.

SkyWays® Single Post Pyramid (16'x16') Shade

Model #237671





Memorandum #23-11

To: City Manager
From: Finance Department
Date: December 27, 2022
Subject: Special Events Liquor License-Ben's Brewing Co.

We have received an application for a Special Events Retail (on-sale) Liquor License for 1 day, January 21, 2023, from Ben's Brewing Co. (Ben Hanten, Owner), 222 West 3rd Street, NFAA, 800 Archery Lane, Yankton, S.D.

The above applicant is in compliance with the City Code of Ordinances, as checked by the Department of Finance. A police check on the applicant revealed no felony convictions or wants. The applicant is in compliance with all building and fire codes.



Al Viereck
Finance Officer

Memorandum #23-01

To: Amy Leon, City Manager
From: Mike Roinstad, Airport Supervisor
Subject: T-Hangar Lease Agreement Chan Gurney Municipal Airport
Date: December 7, 2022

Mr. Scott Olson has agreed to lease Unit #2 of the city-owned T-Hangars at Chan Gurney Municipal Airport. This is a 12-month lease (January 1, 2023 to December 31, 2023) and is renewed annually after that.

The terms and cost are explained in the attached lease agreement.

City Staff recommends to approve the lease agreement of the T-Hangar Unit #2 to Scott Olson.

Respectfully submitted,



Mike Roinstad
Airport Supervisor

Recommendation: It is recommended that the City Commission approve the lease agreement of Unit #2 of the city-owned T-Hangars at Chan Gurney Municipal Airport to Mr. Scott Olson as explained in Memorandum #23-01.

I concur with this recommendation

I do not concur with this recommendation



Amy Leon, City Manager

CHAN GURNEY AIRPORT T-HANGAR LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into this 1st day of January, 2023 by and between the CITY OF YANKTON, SOUTH DAKOTA, a municipal corporation, "LESSOR", and **Scott Olson**. Hereinafter referred to as the "LESSEE".

WITNESSETH:

WHEREAS, the LESSOR is the owner of the Chan Gurney Airport, and the LESSOR deems it proper to enter into a lease with the LESSEE and the LESSEE desires to lease Unit # 2 in the T-Hangar under the terms and conditions set forth herein.

NOW, THEREFORE, it is agreed between the LESSOR and the LESSEE herein as follows:

1. PREMISES: The LESSEE shall be privileged to lease Unit # 2 in the T-Hangar facility. The LESSEE shall be solely responsible for any and all expense, liability, insurance and personal taxes pertaining thereto for any and all contents. The LESSEE further agrees to maintain the premises in good appearance and repair.

2. LEASE TERM: The term of the lease shall be for twelve months from the date of January 1, 2023 through December 31, 2023. The lease shall be renewable annually after that at the option of the LESSOR. The LESSEE shall give notice to the LESSOR at least ninety (90) days in advance of the expiration of the option period of the intention of the LESSEE not to renew the lease for an additional one year period. Rental payment for the renewable lease is to be paid yearly in advance with the first yearly payment to be adjusted to cover the period from the execution date of this lease until the first day of the following year and thereafter, the yearly rental shall be due and payable on the first day of January.

3. RENTAL: The rental to be paid by the LESSEE to the LESSOR for the use of said premises is \$1929.56 annually, which rental shall be adjusted annually based on the actual CPI, or with at least a 2% minimum CPI if the actual CPI is less than 2%.

4. ALTERATIONS: Under no circumstances shall the terms and specifications of this lease be altered without the express written permission of the LESSOR, and the LESSEE may not alter or remodel the hangar at any time without the written permission of the LESSOR.

5. TRANSFER OF LEASE: This lease shall be assignable by LESSEE, provided that the LESSEE shall not be reimbursed by the LESSOR for any unused portion of the lease. It will be up to the LESSEE to acquire any payment from the assignee of the lease at the current rental rate established in the lease. A list of individuals desiring to lease a T-Hangar unit will be maintained by the LESSOR. These names will be kept in the order of "first come first served" and the LESSEE must use this list in the proper order to find an assignee. It is understood that the assigned lease shall be governed by the terms of this agreement and the transfer shall be subject to approval by the City of Yankton.

6. RULES AND REGULATIONS: The LESSEE further agrees to abide by the following rules and regulations:

A. Federal, State and Local Laws: The LESSEE agrees to comply with all Federal, State and Municipal laws, rules, ordinances and regulations that are applicable to the operation of this airport, and upon notice to amend the terms of this lease, to comply with any changes in said laws, rules or regulations including ordinances of the City of Yankton which are adopted for the

safety, operation, and maintenance of this airport facility. This shall include any rules set by the U. S. Environmental Protection Agency and the Federal Aviation Administration.

B. Use of Premises: It is understood that the purpose of this lease is to allow the LESSEE to store and maintain his/her own aircraft and under no circumstances may the LESSEE conduct any business or sub-lease the premises being leased herein without prior approval of the LESSOR. The LESSEE shall not store gasoline or other combustible material on the premises except in the tank of any housed airplane. No commercial painting work shall be performed in said hangar.

C. Non-Discrimination Covenants: The LESSEE, in the use of the leased premises, shall not on the grounds of race, color, or national origin discriminate or permit discrimination against any person or group of persons in any manner prohibited by Part XV of the Federal Aviation Regulations, and LESSEE further agrees to comply with any requirement made to enforce the foregoing which may be demanded of the LESSOR by the United States Government under the authority of said Part XV.

D. Hold Harmless Clause: The LESSEE herewith agrees to hold the LESSOR harmless by reason of destruction by fire, wind, storm, tornado, or other cause, of any property the LESSEE keeps within said premises. The LESSOR shall not, to any degree or extent or manner whatsoever, be considered as having any liability arising from the use of said premises. All liability arising from the use of said premises shall be that of the LESSEE.

E. Insurance: At all times during the term of this lease and any extension renewal term thereof, the LESSEE shall be obligated to carry liability insurance for a minimum amount of one million dollars (\$1,000,000), for any personal injury or property damage for which the LESSEE might become liable due to the possession or operation of the aircraft hangar. Proof of compliance by filing a certificate of insurance certifying that said insurance is in full force and effect shall be filed with the City Finance Office on January 1 of each year. The LESSEE shall also hold the LESSOR harmless from any and all damage, injury and property damage at the hangar. The LESSEE is responsible for insuring his/her own airplane and any other personal hangar contents.

F. LESSOR Insurance: The LESSOR shall maintain insurance for the hangar structure but not for the contents thereof.

G. Utilities: The LESSOR will provide electrical service to the hangar with a meter for the leased Unit. The LESSEE will get electrical service directly from the local electrical company.

7. LOCATION CHANGE: If the LESSOR is ordered to make a substantial change at the airport so as to necessitate a change in location of aircraft hangars, the LESSOR shall have the right to require the LESSEE to move the aircraft at the LESSEE'S expense to another location provided for privately owned aircraft. The LESSEE shall have a reasonable time in which to complete the removal.

8. INGRESS AND EGRESS: This lease does not give the LESSEE any license or right to use any part of the airport premises other than the leased hangar, but LESSEE shall be able to use said hangar in the usual and ordinary manner and shall have right of ingress and egress therefrom. LESSEE further agrees to abide by all rules, laws and ordinances pertaining to the operation of the Yankton Airport facilities.

9. ARBITRATION: The LESSOR agrees to forward written notice to LESSEE by registered or certified mail, requiring an admission of service thereof, notifying Lessee of any alleged breach of the terms hereof; and further notifying the LESSEE that if the alleged breach is not cured or disposed of within that time the lease shall be in jeopardy, cancelled according to the terms

hereof or modified as the parties may agree in writing; however, any and all disputes arising under the terms of the Agreement and not settled between the parties hereto shall be subjected to Arbitration of Agreements as provided by South Dakota Compiled Laws, Chapter 21-25A, except the parties reject the second sentence of Section 14 thereof and agree that any hearing by arbitrators requires the presence of all arbitrators. The parties further agree that each party shall choose one arbitrator of its choice and those chosen arbitrators shall choose a third arbitrator.

10. CANCELLATION: The LESSEE agrees that the LESSOR may cause the above premises to be inspected for violations of these standards and if deficiencies are noted, LESSEE shall be given written notice thereof and shall be permitted thirty (30) days from the date of said notice in which to correct the deficiencies. In the event LESSEE shall fail to correct the deficiencies cited within thirty (30) days from the date of notice thereof, the LESSOR shall, subject to arbitration, have authority to cancel and forfeit this lease and the LESSEE shall be given thirty (30) days' time to remove his property from the premises or to forfeit same. LESSEE agrees that in the event he fails to remove his property from the premises within thirty (30) days after termination of this agreement, said property shall be forfeited to the LESSOR and LESSEE shall lose all right, title and interest therein.

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

LESSOR
CITY OF YANKTON, SOUTH DAKOTA
A Municipal Corporation

By: _____
Stephanie Moser, Mayor

ATTEST:

Al Viereck, Finance Officer

LESSEE

By: Scott Olson
Scott Olson

Memorandum #23-02

To: Amy Leon, City Manager
From: Luke Youmans (Aquatics, Recreation, City Events Manager)
Subject: Music at the Meridian Concert Series
Date: December 15, 2022

Music at the Meridian will be back for its 7th season. Music at the Meridian is a summer concert series organized by the Parks and Recreation Department and City Events Department on Thursday nights at The Lawn at the Meridian Plaza. The 2023 series dates are as follows: 7/6, 7/13, 7/20, 7/27, 8/3, 8/10, and 8/17.

Music at the Meridian acts feature different genres each week. Local openers will play from 5:30-6:15 pm with the headlining acts on stage from 6:30 pm-8:00 pm. 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, and patrons looking for a pleasant outdoor social experience. This free event showcases the Missouri River National Recreation Area and is centralized for Meridian Bridge and Meridian Plaza use. Attendees will be encouraged to bring their own lawn chairs or blankets for seating.

The Meridian Mural will continue again this year along with services provided by local food trucks and local breweries at The Lawn.

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,



Luke Youmans
 Aquatics, Recreation, City Events Manager

I concur with this recommendation.

I do not concur with this recommendation.



 Amy Leon, City Manager

____ Roll Call

Memorandum #23-03

To: Amy Leon, City Manager
From: Luke Youmans (Aquatics, Recreation, City Events Manager)
Subject: Kids in the Park
Date: December 15, 2022

Kids in the Park will be back for the 3rd year. This event is organized by the Parks and Recreation Department and City Events Department. This event will be held every Saturday morning during the month of June from 9:30 am-11:30 am in Fantle Memorial Park. Each week will feature different entertainment designed for young kids and their families.

During the summer of 2022, this free family event attracted regular attendance numbers of 500 and up on a weekly basis. The use of Memorial Park allowed for easy parking and walking access through the utilization of the Huether Family Aquatics Center parking lot. The 2023 series dates are as follows: 6/3, 6/10, 6/17, and 6/24.

Kids in the Park will consists of 3 main segments to the event.
 9:30-10:00 am – Move n Groove
 10:00-10:45 am – LIVE!
 10:45-11:30 am – Explore More

Community partnerships are important to the Parks and Recreation and City Events Department. For the Move n Groove and Explore More segments of the event, we will again partner with local organizations to lead or set up stations. Local business and organizations have been very supportive of this event and happy to help support and make their organization known in the community.

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

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,



Luke Youmans
 Aquatics, Recreation, City Events Manager

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



 Amy Leon, City Manager

____ Roll call

Memorandum #23-04

To: Amy Leon, City Manager
From: Mike Roinstad, Airport Supervisor
Subject: T-Hangar Lease Agreement Chan Gurney Municipal Airport
Date: December 6, 2022

Mr. Jake Hoffner, President of Hoffner Flying Inc., has agreed to lease Unit #1 of the city-owned T-Hangars at Chan Gurney Municipal Airport. This is a 12-month lease (January 1, 2023 to December 31, 2023) and is renewed annually after that.

The terms and cost are explained in the attached lease agreement.

City Staff recommends to approve the lease agreement of the T-Hangar Unit #1 to Hoffner Flying Inc., Jake Hoffner, President.

Respectfully submitted,



Mike Roinstad
Airport Supervisor

Recommendation: It is recommended that the City Commission approve the lease agreement of Unit #1 of the city-owned T-Hangars at Chan Gurney Municipal Airport to Hoffner Flying Inc., Jake Hoffner, President, as explained in Memorandum #23-04.

I concur with this recommendation

I do not concur with this recommendation



Amy Leon, City Manager

CHAN GURNEY AIRPORT T-HANGAR LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into this 1st day of January, 2023 by and between the CITY OF YANKTON, SOUTH DAKOTA, a municipal corporation, "LESSOR", and Hoffner Flying Inc., Jake Hoffner President. Hereinafter referred to as the "LESSEE".

WITNESSETH:

WHEREAS, the LESSOR is the owner of the Chan Gurney Airport, and the LESSOR deems it proper to enter into a lease with the LESSEE and the LESSEE desires to lease Unit # 1 in the T-Hangar under the terms and conditions set forth herein.

NOW, THEREFORE, it is agreed between the LESSOR and the LESSEE herein as follows:

1. PREMISES: The LESSEE shall be privileged to lease Unit # 1 in the T-Hangar facility. The LESSEE shall be solely responsible for any and all expense, liability, insurance and personal taxes pertaining thereto for any and all contents. The LESSEE further agrees to maintain the premises in good appearance and repair.

2. LEASE TERM: The term of the lease shall be for twelve months from the date of January 1, 2023 through December 31, 2023. The lease shall be renewable annually after that at the option of the LESSOR. The LESSEE shall give notice to the LESSOR at least ninety (90) days in advance of the expiration of the option period of the intention of the LESSEE not to renew the lease for an additional one year period. Rental payment for the renewable lease is to be paid yearly in advance with the first yearly payment to be adjusted to cover the period from the execution date of this lease until the first day of the following year and thereafter, the yearly rental shall be due and payable on the first day of January.

3. RENTAL: The rental to be paid by the LESSEE to the LESSOR for the use of said premises is \$1929.56 annually, which rental shall be adjusted annually based on the actual CPI, or with at least a 2% minimum CPI if the actual CPI is less than 2%.

4. ALTERATIONS: Under no circumstances shall the terms and specifications of this lease be altered without the express written permission of the LESSOR, and the LESSEE may not alter or remodel the hangar at any time without the written permission of the LESSOR.

5. TRANSFER OF LEASE: This lease shall be assignable by LESSEE, provided that the LESSEE shall not be reimbursed by the LESSOR for any unused portion of the lease. It will be up to the LESSEE to acquire any payment from the assignee of the lease at the current rental rate established in the lease. A list of individuals desiring to lease a T-Hangar unit will be maintained by the LESSOR. These names will be kept in the order of "first come first served" and the LESSEE must use this list in the proper order to find an assignee. It is understood that the assigned lease shall be governed by the terms of this agreement and the transfer shall be subject to approval by the City of Yankton.

6. RULES AND REGULATIONS: The LESSEE further agrees to abide by the following rules and regulations:

A. Federal, State and Local Laws: The LESSEE agrees to comply with all Federal, State and Municipal laws, rules, ordinances and regulations that are applicable to the operation of this airport, and upon notice to amend the terms of this lease, to comply with any changes in said laws, rules or regulations including ordinances of the City of Yankton which are adopted for the

safety, operation, and maintenance of this airport facility. This shall include any rules set by the U. S. Environmental Protection Agency and the Federal Aviation Administration.

B. Use of Premises: It is understood that the purpose of this lease is to allow the LESSEE to store and maintain his/her own aircraft and under no circumstances may the LESSEE conduct any business or sub-lease the premises being leased herein without prior approval of the LESSOR. The LESSEE shall not store gasoline or other combustible material on the premises except in the tank of any housed airplane. No commercial painting work shall be performed in said hangar.

C. Non-Discrimination Covenants: The LESSEE, in the use of the leased premises, shall not on the grounds of race, color, or national origin discriminate or permit discrimination against any person or group of persons in any manner prohibited by Part XV of the Federal Aviation Regulations, and LESSEE further agrees to comply with any requirement made to enforce the foregoing which may be demanded of the LESSOR by the United States Government under the authority of said Part XV.

D. Hold Harmless Clause: The LESSEE herewith agrees to hold the LESSOR harmless by reason of destruction by fire, wind, storm, tornado, or other cause, of any property the LESSEE keeps within said premises. The LESSOR shall not, to any degree or extent or manner whatsoever, be considered as having any liability arising from the use of said premises. All liability arising from the use of said premises shall be that of the LESSEE.

E. Insurance: At all times during the term of this lease and any extension renewal term thereof, the LESSEE shall be obligated to carry liability insurance for a minimum amount of one million dollars (\$1,000,000), for any personal injury or property damage for which the LESSEE might become liable due to the possession or operation of the aircraft hangar. Proof of compliance by filing a certificate of insurance certifying that said insurance is in full force and effect shall be filed with the City Finance Office on January 1 of each year. The LESSEE shall also hold the LESSOR harmless from any and all damage, injury and property damage at the hangar. The LESSEE is responsible for insuring his/her own airplane and any other personal hangar contents.

F. LESSOR Insurance: The LESSOR shall maintain insurance for the hangar structure but not for the contents thereof.

G. Utilities: The LESSOR will provide electrical service to the hangar with a meter for the leased Unit. The LESSEE will get electrical service directly from the local electrical company.

7. LOCATION CHANGE: If the LESSOR is ordered to make a substantial change at the airport so as to necessitate a change in location of aircraft hangars, the LESSOR shall have the right to require the LESSEE to move the aircraft at the LESSEE'S expense to another location provided for privately owned aircraft. The LESSEE shall have a reasonable time in which to complete the removal.

8. INGRESS AND EGRESS: This lease does not give the LESSEE any license or right to use any part of the airport premises other than the leased hangar, but LESSEE shall be able to use said hangar in the usual and ordinary manner and shall have right of ingress and egress therefrom. LESSEE further agrees to abide by all rules, laws and ordinances pertaining to the operation of the Yankton Airport facilities.

9. ARBITRATION: The LESSOR agrees to forward written notice to LESSEE by registered or certified mail, requiring an admission of service thereof, notifying Lessee of any alleged breach of the terms hereof; and further notifying the LESSEE that if the alleged breach is not cured or disposed of within that time the lease shall be in jeopardy, cancelled according to the terms

hereof or modified as the parties may agree in writing; however, any and all disputes arising under the terms of the Agreement and not settled between the parties hereto shall be subjected to Arbitration of Agreements as provided by South Dakota Compiled Laws, Chapter 21-25A, except the parties reject the second sentence of Section 14 thereof and agree that any hearing by arbitrators requires the presence of all arbitrators. The parties further agree that each party shall choose one arbitrator of its choice and those chosen arbitrators shall choose a third arbitrator.

10. CANCELLATION: The LESSEE agrees that the LESSOR may cause the above premises to be inspected for violations of these standards and if deficiencies are noted, LESSEE shall be given written notice thereof and shall be permitted thirty (30) days from the date of said notice in which to correct the deficiencies. In the event LESSEE shall fail to correct the deficiencies cited within thirty (30) days from the date of notice thereof, the LESSOR shall, subject to arbitration, have authority to cancel and forfeit this lease and the LESSEE shall be given thirty (30) days' time to remove his property from the premises or to forfeit same. LESSEE agrees that in the event he fails to remove his property from the premises within thirty (30) days after termination of this agreement, said property shall be forfeited to the LESSOR and LESSEE shall lose all right, title and interest therein.

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

LESSOR
CITY OF YANKTON, SOUTH DAKOTA
A Municipal Corporation

By: _____
Stephanie Moser, Mayor

ATTEST:

Al Viereck, Finance Officer

LESSEE

By: _____
Hoffner Flying Inc.
Jake Hoffner, President

Memorandum #23-05

To: Amy Leon, City Manager & Al Viereck, Chief Finance Officer
From: Lisa Yardley, Deputy Finance Officer
Date: December 22, 2022
Subject: Yankton County Abatement Request

Yankton County has initiated a tax deed on the property at 1402 Ash Street located within the City of Yankton jurisdiction. This property has not seen any tax revenue since 2009 and has several liens against the property. At the end of 2022, the City of Yankton Finance Office showed the following outstanding balance associated with this parcel:

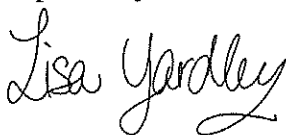
•	Weeds	\$ 68.68
•	Nuisances	\$ 1,569.95
•	Yankton Road Tax	<u>\$ 402.00</u>
	Total:	\$ 2,040.63

To remove a City Special Assessment & Road Tax lien, the Yankton County Auditor's office completed an Application for Abatement or Refund of Taxes form (see attachment) and submitted to the City Finance Office. Upon this approval, the City Finance Office and County Auditor's Office are mutually in agreement to write off the outstanding Special Assessment. Therefore, I request the Board of City Commissioners to write off the uncollectible accounts as authorized by SDCL 9-22-4 (see below).

SDCL 9-22-4. Assignment of delinquent accounts receivable--Disposition of uncollectible accounts. Every municipality may assign for collection any or all delinquent accounts receivable. After reasonable collection efforts the governing body may determine that an account is uncollectible, and by formal action direct that the uncollectible amount be removed from the records and disclosed on that year's financial report. Evidence of the debt removed from the records by the formal action of the governing body shall be retained by the municipality to support possible subsequent collection of that debt. Source: SDC Supp 1960, § 45.0201-1 (23) as added by SL 1964, ch 138; SL 1974, ch 74; SL 1979, ch 57.

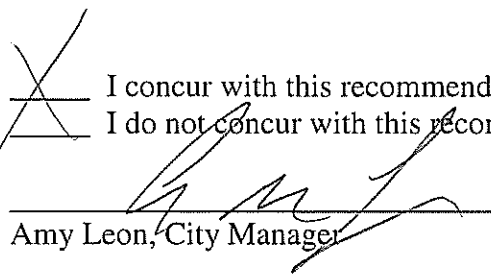
It is recommended that the City authorize the write-off of \$2,040.63 as uncollectible per SDCL 9-22-4 and take favorable action on the attached Application for Abatement or Refund of Taxes.

Respectfully Submitted,



Lisa Yardley
Deputy Finance Officer

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


 Amy Leon, City Manager

Application for Abatement and/or Refund of Property Taxes

Board of County Commissioner's of Yankton County, South Dakota

Tax Year (payable following year) _____ Parcel# 78-330.001.110 Phone# 605-260-4436
First Name Yankton County Last Name _____ Zip Code 57078
Street Address 321 W. 3rd St, Suite 100 City Yankton State SD Email Address Patty@co.yankton.sd.us

Application for an abatement/refund of taxes is being presented due to the following reason (s):

<input type="checkbox"/>	An error has been made in any identifying entry or description of the real property, in entering the valuation of the real property or in extension of the tax, to the injury of the complainant. SDCL 10-18-1 (1)
<input type="checkbox"/>	Improvements on any real property were considered or included in the valuation of the real property, which did not exist on the real property at the time fixed by law for making the assessment. SDCL 10-18-1 (2)
<input type="checkbox"/>	The property is exempt from taxes. SDCL 10-18-1 (3)
<input type="checkbox"/>	The complainant had no taxable interest in the property assessed against the complainant at the time fixed by law for making the assessment. SDCL 10-18-1 (4)
<input type="checkbox"/>	Taxes have been erroneously paid or error made in noting payment or issuing receipt for the taxes paid. SDCL 10-18-1 (5)
<input type="checkbox"/>	The same property has been assessed against the complainant more than once in the same year, and the complainant produced satisfactory evidence that the taxes for the year have been paid. SDCL 10-18-1 (6)
<input type="checkbox"/>	A loss occurred because of flood damage, fire, storm or other unavoidable casualty. SDCL 10-18-2 (4) Date and Time of Loss: _____
<input type="checkbox"/>	Structures have been removed after the assessment date (upon verification by the Director of Equalization). SDCL 10-18-2 (7) Date Structures Removed: _____
<input type="checkbox"/>	Applicant, having otherwise qualified for the Assessment Freeze for the Elderly and Disabled, but missed the deadline prescribed in § 10-6A-4. SDCL 10-18-2 (8)
<input type="checkbox"/>	Applicant, having otherwise qualified for classification of owner-occupied single family dwelling, but missed the deadline as prescribed by law due to a temporary duty assignment for the military. SDCL 10-18-2 (9)
<input type="checkbox"/>	Applicant is a veteran who would otherwise qualify for an exemption under SDCL 10-4-40, but failed to comply with the application deadline for either owner occupied classification or the disabled veteran's exemption. SDCL 10-18-2 (10)
	Other/Comments: <u>Yankton County has taken tax deed and will abate taxes. would like to abate specials to place property back on the tax rolls.</u>

(No tax may be abated on any real property which has been sold for taxes, while the tax certificate is outstanding. Any abatement on property within corporate limits of a municipality must be first approved by the governing body of the municipality.)

*I hereby apply for an abatement/refund of property taxes for the above reason (s)

*Subscribed and sworn to, before me on this 14 day of December, 2022

Patty Hojeman

Notary/Auditor/Deputy Auditor

*Date Received by Yankton County: _____

*Date Received by Auditor's Office: _____

Received By: _____

Received By: _____

**Total Valuation: _____

Auditor/Deputy Auditor

**Valuation Abated: _____

**Amount of Abatement or Refund _____

City Approval (if applicable) _____

Tax District _____

City Name _____

The contents of the within petition, having been before the governing body of the above named municipality, and having been considered by same, the undersigned hereby certifies that

_____ FAVORABLE _____ UNFAVORABLE action was taken thereon at its meeting the _____ day of _____, 20____

Town Clerk/City Finance Officer

78.330.001.110
 78.330.001.110
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YANKTON COUNTY

2009	RE	78633	009457.0	\$476.60
2010	RE	78633	039734.0	\$547.12
2011	RE	78633	064773.0	\$473.20
2012	RE	78633	259812.0	\$2,015.27
2013	RE	78633	019862.0	\$575.86
2014	RE	78633	034820.0	\$563.54
2015	RE	78633	050951.0	\$687.68
2016	RE	78633	067211.0	\$636.36
2017	RE	78633	082274.0	\$616.50
2018	RE	78633	020281.0	\$619.08
2019	RE	78633	010329.0	\$641.38
2020	RE	78633	025362.0	\$701.22
2021	RE	78633	010437.0	\$855.54

9,409.35

YRT 342.00 2022
 60.00 - 402.00
 weed 68.68
 Public
 Nuisance 1,569.95
 ~~1,980.63~~
 2,040.63 TAXES 7,428.72



Overview



Legend

-  Townships
-  Parcels
-  City Limits
-  Streets and Roads

Parcel ID - 78.330.001.110
Address - 1402 ASH ST
Owner - YANKTON COUNTY (D)

Disclaimer: Yankton County digital cadastral data are a representation of recorded plats and surveys for use within the Geographic Information System for purposes of data access and analysis. These and other digital data do not replace or modify land surveys, deeds, and/or other legal instruments defining land ownership or use.

Date created: 8/10/2022
Last Data Uploaded: 8/9/2022 10:10:50 PM

Developed by  Schneider
GEO SPATIAL

NOTICE OF TAKING TAX DEED BY
YANKTON COUNTY, SOUTH DAKOTA

To: **Samuel Bliss; Henry C Johnson (CFD)**, the owner of record of the hereinafter described real property; to **Samuel Bliss; Henry C Johnson (CFD), or Unknown Residents**, the persons in possession of said property; to **Samuel Bliss; Henry C Johnson (CFD)**, the person in whose name said property is taxed; to **Doris Knudson; Personal Representative**; to **City of Yankton**.

NOTICE IS HEREBY GIVEN that Yankton County, South Dakota is the lawful holder of Certificate of Tax Sale # 100300 on the real properties described as **Lt 11 Blk 1 Haneys Addn; Yankton County, South Dakota**, said property having been sold to Yankton County, South Dakota, by County Treasurer's Certificate of Tax Sale on December 20, 2010. The right of redemption will expire and a tax deed for the above described property will be made and issued by the County Treasurer of the County of Yankton, State of South Dakota, to said County of Yankton, State of South Dakota upon the expiration of sixty (60) days from the completed service of this notice, unless the property is redeemed as permitted by law.



Dated this 14th day of July, 2014

Holder of Tax Sale Certificate

City of Yankton

Item #381	2009	Weeds	\$60.00 principal + interest
Item #437	2011	Trash Cleanup + mowing	\$1,371.71 principal + interest

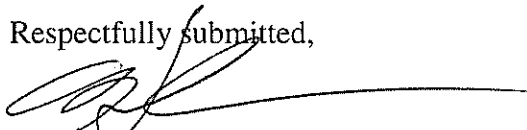
Memorandum #23-16

To: Amy Leon, City Manager
 From: Adam Haberman, PE, Public Works Director
 Subject: Professional Services Agreement for Runway 20 Turnaround Design at Chan Gurney Municipal Airport
 Date: December 29, 2022

The City's 2023 Capital Improvement Plan includes the Chan Gurney Municipal Airport Runway 20 Turnaround Construction Project. This project will construct a turnaround for airplanes at the north end of Runway 20, which will greatly enhance the safety for air traffic utilizing it, as there currently is no turnaround. The Runway 20 End Turnaround was originally designed as an add alternate to the Runway 2-20 Reconstruction Project in 2020, but there was not enough available funding to award the alternate at the time of bidding. Since that time, the Federal Aviation Administration (FAA) stance on runway turnaround design has changed and a new FAA Airport Design Advisory Circular has been released. Therefore, prior to bidding for construction again, the proposed turnaround will have to be redesigned to meet current FAA design standards. This redesign work has been deemed ineligible for federal funding by the FAA and will be performed with City of Yankton funding only.

Attached is a Professional Services Agreement with KLJ Engineering LLC for the redesign of the Runway 20 Turnaround. The project will be bid as either an add alternate to the 2023 Hangar Taxilanes Project, or a standalone project, dependent upon the availability of funding at the time of bidding. For the purpose of this Agreement, it will be assumed that the project will be bid as an add alternate and no additional bidding services will be required above and beyond the services already incorporated in the Hangar Taxilanes Project. The fee for services outlined in the Professional Services Agreement is \$17,898.17. The estimated cost of the Runway 20 Turnaround project is \$200,000.

Respectfully submitted,

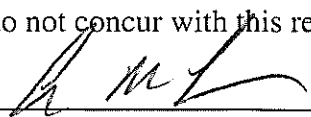


Adam Haberman, PE
 Public Works Director

Recommendation: It is recommended that the City Commission approve Memorandum #23-16 authorizing the City Manager to sign and execute the Professional Services Agreement with KLJ Engineering LLC for the Runway 20 End Turnaround Project.

I concur with this recommendation.

I do not concur with this recommendation.



Amy Leon, City Manager

Roll Call



Miscellaneous Professional Services Agreement

KLJ Project # 2205-01926 Effective Date 12/22/2022

Client Information

Name City of Yankton Home #
Billing Address 416 Walnut Street Cell #
City, State, Zip Yankton, SD 57078 Business # 605-668-5200

Authorized By

Name Amy Leon Home #
Title City Manager Cell #
Business # 605-668-5221

Project Description Design Phase for Runway 20 End Turnaround Construction.

Detailed Description of Services
See Attachment A - Detailed Scope of Services.

Project Location

Township T94N Range R55W Section 31
City of Yankton County Yankton State South Dakota

Estimated Completion Date of Services Within 90 calendar days of contract execution and delivery to KLJ.

Estimated Fees for Services \$17,898.17 Type Lump Sum

Special Conditions to be considered
NA

Other Items

Attachment A - Detailed Scope of Services
Attachment B - Hourly Rate and Cost Breakdown
Attachment C - Federal Contract Provisions

TERMS AND CONDITIONS

1. Payment for services is due and payable when billed. Any amount not paid within 30 days will be subject to a late payment charge of 1½% per month. If payment is based upon Hourly Rates plus Expenses and it will be an amount equal to KLJ’s Direct Labor Costs times a designated factor for labor, overhead and profit for the services of all KLJ’s personnel engaged on the Project, plus Reimbursable Expenses and KLJ’s Consultant charges times a factor.
2. Payment for services does not include any agency review fees, submittal fees, filing fees, permit fees, or other such fees. Client will pay all such fees directly.

3. To the fullest extent permitted by law, Client and KLJ (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that KLJ's total liability to Client under this Agreement shall be limited to the total amount of compensation received by KLJ.
4. KLJ agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees (collectively, Client) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the KLJ's negligent performance of professional services under this Agreement and that of its consultants or anyone for whom KLJ is legally liable. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless KLJ, its officers, directors, employees and consultants (collectively, KLJ) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or anyone for whom the Client is legally liable. Neither the Client nor the KLJ shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.
5. Neither Party shall be considered to be in default of this Agreement if delays in or failure of performance are due to forces beyond the reasonable control of the nonperforming Party, the effect of which the nonperforming Party could not avoid by the exercise of reasonable diligence. Such forces include, but are not limited to: fire, acts of God, flood, earthquake, storm, lightning, tornados, epidemic, war, riot, civil disturbance, sabotage, strike, work slowdown, or other labor disturbances, judicial restraint, action or inaction of any Government entity in either its sovereign or contractual capacity, quarantine restrictions, freight embargoes, delays in long lead time items and severe weather. Any changes to the terms of this agreement impacted by a Force Majeure event shall be documented in an Amendment to the Agreement.
6. The project schedule is dependent upon Client and or agency reviews and comments being received in a timely manner. An initial schedule will be submitted when written notice to proceed is received from the Client. The schedule will be updated during the progression of the services as needed.
7. Any files or data provided by KLJ to Client for use on the project are the intellectual property of KLJ. Client agrees that nothing in this Agreement allows Client to modify or reuse KLJ's intellectual property on any other project or for any other use or purpose without written permission from KLJ. Any such use, reuse or modification of KLJ's intellectual property will be at Consultant's sole risk and without liability or legal exposure to KLJ or its officers, directors, or employees. Client shall defend, indemnify and hold KLJ, its officers, directors and employees harmless from any and all damages, liabilities, claims, demands, and causes of action of every kind and character, including costs of litigation and reasonable attorneys' fees, arising out of or resulting from any use, reuse or modification of KLJ's intellectual property.
8. The standard of care for all services performed or furnished by KLJ under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. KLJ makes no warranties, express or implied, under this Agreement or otherwise, in connection with KLJ's services.
9. The parties to this Agreement agree to attempt to resolve any and all unsettled claims, counterclaims, disputes, and other matters in question arising out of or relating to this Agreement or the breach thereof ("Dispute") through direct negotiations between the appropriate representatives of each party. If, within 30 days, such negotiations are not fully successful the parties agree to submit any outstanding issue to nonbinding mediation conducted in accordance with rules and procedures agreed to by the parties. If the Dispute remains unresolved after the mediation, either party may seek to have the Dispute resolved by a court of competent jurisdiction in the county and state where the project is located. The non-prevailing party in any Dispute shall pay all reasonable expenses, including mediator fees, administrative fees, travel expenses, out-of-pocket expenses such as copying, court costs, witness fess and reasonable attorneys' fees.
10. Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement without the prior written consent of the other party.
11. The parties hereto shall comply with applicable laws and regulations.

12. Any notice required to be given hereunder shall be given in writing and either hand-delivered, electronically mailed, or mailed with proper postage, prepaid, certified, and return receipt requested. If hand-delivered or electronically mailed any notice shall be effective upon delivery. If mailed, such notice shall be effective on the third business day following mailing. Notices shall be to the attention of the Consultant Contact and KLJ Project Manager listed above.
13. The laws of the state in which the Project is located shall govern this Agreement including the interpretation, and construction thereof. The parties agree that the jurisdiction and venue for any controversy arising out of or relating to this Agreement shall be in the state or federal courts located in the county and state where the project is located.
14. Affirmative Action: KLJ shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.
15. Client acknowledges that KLJ is performing professional services for Client and that KLJ is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, or of materials or wastes containing constituents of concern as defined below, which are or may be encountered at or near the Site in connection with KLJ's activities under this Agreement.
16. *Constituents of Concern* can include asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
17. This Agreement and all attachments hereto constitute the entire agreement of the parties and supersedes any and all prior negotiations or understandings, whether written or oral. No subsequent amendment or modification of this Agreement shall be binding on the parties unless it is in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this agreement and the Client hereby authorizes the above-described services to be performed by KLJ Engineering LLC under the above terms and conditions set forth.

Client City of Yankton

Signature _____

Date _____

Printed Name _____

Title _____

KLJ Engineering LLC

Signature 

Date 12/22/2022

Printed Name Jake Braunagel

Title Group Leader



Attachment A
Detailed Scope of Services
Chan Gurney Municipal Airport, Yankton, SD
KLJ #2205-01926

PROJECT DESCRIPTION

General

The work is to occur at Chan Gurney Municipal Airport in Yankton, SD, under the terms and conditions of the Standard Agreement for Professional Services (Agreement) between the City of Yankton (Owner) and KLJ (Engineer).

The Runway 20 End Turnaround was originally designed as an add alternate in the Runway 2-20 project but there was not enough available funding to award the alternate at the time of bidding. Since that time, the FAA stance on turnaround design has changed and a new FAA Airport Design Advisory Circular has been released. Therefore, prior to bidding for construction again, the turnaround will have to be redesigned to meet current FAA design standards. This redesign work has been deemed ineligible for federal funding by the FAA and will be performed with City of Yankton funding only.

This Detailed Scope of Services has been prepared for the Runway 20 End Turnaround redesign which will be bid as either an add alternate to the Hangar Taxilanes or a standalone project, dependent upon the availability of funding at the time of bidding. For the purpose of this Detailed Scope of Services, it will be assumed that the project will be bid as an add alternate and no additional bidding services will be required above and beyond the services already incorporated in the Hangar Taxilanes project. The work will be completed under the following task:

- Task 2 - Design Services

The Engineer shall perform the work under this Agreement with FAA Advisory Circulars and regulations that are current as of the effective date of the Agreement. Changes to the FAA Advisory Circulars and regulations after the date of this Agreement shall be addressed per Section V, Item P, of the Agreement.

Completion Time

The Engineer shall complete the Design Services (minus the Bidding Services) within 90 calendar days of the Owner issuance of the Notice to Proceed. The Bidding Services shall be completed within the timeframe set forth by the Owner's requirements to bid and state law bidding practice (under Hangar Taxilanes agreement). Schedule and fee are based on FAA funding for the project being approved for construction in 2023. If funding does not become available for 2023 construction, timelines may be revised accordingly.

PROJECT ADMINISTRATION

Prepare Project Detailed Scope of Services and Schedule. The Engineer shall prepare a Detailed Scope of Services and schedule. Engineer shall submit the Detailed Scope of Services and schedule to the Owner for review and make applicable modifications as agreed upon.

Engineering Detailed Scope of Services and Hour Negotiations. Upon Detailed Scope of Services approval from the Owner, the Engineer shall prepare a detailed hour breakdown with the associated fees for review by the Owner.

Agreement for Professional Services. The Engineer shall compile the Agreement for Professional Services (Agreement), complete an internal review and execution of the Agreement for approval by the Owner.

PROJECT MANAGEMENT

Overall Project Management. The Engineer shall provide project management services to manage the completion of the project within the conditions of this Agreement. Project management is crucial to the success of all projects; specifically, it is crucial to this project. The Engineer has Aaron Storm, PE identified as the

project manager for the project. Project management is the discipline of planning, organizing, and managing resources to successfully meet this project's objectives and goals. It is the project manager's responsibility to notify the Owner of any issues, problems, or concerns regarding the project; the delegation of all activities to the project team; and handling all subconsultant coordination. In addition, if any items arise during the duration of the project that are outside this Detailed Scope of Services of work, the project manager shall address them with the Owner.

Project Startup Meeting. The Engineer shall conduct an internal kickoff meeting with the design staff consisting of all design team members.

Project Budget Setup. The Project Manager shall coordinate with the internal accounting staff to establish the internal budgets.

Monthly Budget Review / Projections. The Project Manager shall review budgets and budget projections on a monthly basis and coordinate any known issues with the Owner.

Monthly Invoicing. The Project Manager and internal accounting staff shall prepare monthly billings of project accounting.

Develop Quality Control Plan. The Engineer shall develop a Quality Control Plan for the project. The plan shall include project instructions, milestone checking, and peer review procedures at each phase of the project.

Monthly Status Reports. The Engineer shall prepare and submit monthly status reports to the Owner noting project progress, issues encountered and action requirements by the Owner.

PROJECT PRE-DESIGN

Base Map Preparation. The Engineer shall prepare the base map for the project area and review the previously conducted survey.

Develop Project Justification. The Engineer shall develop the appropriate project justification to obtain federal funding based on the applicable FAA Advisory Circulars and AIP Handbook.

Analysis of FAA Standards. The Engineer shall review the current applicable FAA standards and prepare a list of deficiencies to be addressed by the project design.

Complete Pavement Design. The Engineer shall prepare the pavement design in conformance with FAA Advisory Circular (AC) 150/5300-13B, Airport Design and FAA AC 150/5320-6G Airport Pavement Design and Evaluation. Local material suppliers, sources and Contractors shall be contacted regarding any local areas of material concerns.

The Engineer shall complete pavement design section alternatives for the proposed section to include an initial cost analysis. A recommendation of preferred pavement section shall be included.

Engineering Design Report. The Engineer shall complete and submit to the FAA an Engineering Design Report in accordance with FAA criteria. The report shall include a summary of the project, photographs of the site, life-cycle cost analysis, design standards, environmental protection, soils and grading, drainage, pavement design, material availability, pavement marking, electrical design analysis, non-AIP work, Engineer's construction cost estimate, modifications to FAA standards as applicable, airport operational safety, and associated work items.

Prepare Preliminary Opinion of Cost and Update Airport Capital Improvement Plan (ACIP). The Engineer shall prepare a preliminary estimate of construction costs. Construction costs shall be developed based on historical local bid documentation, local suppliers and material availability. Updates shall be made to the ACIP as necessary.

Update Airport Layout Plan (ALP) Drawings. The Engineer shall update the ALP drawings to include pen & ink updates to Sheet A-1 based on project impacts and submit to the Owner and FAA.

PLANS AND SPECIFICATIONS

Complete Pavement Design. The Engineer shall complete the final pavement design once FAA comments have been received and addressed.

Develop Project Geometrics. The Engineer shall develop the horizontal and vertical geometry evaluations for the airfield improvements. The evaluation shall consider applicable airfield critical areas and aircraft movement operations. The evaluation shall consider all known future airfield improvement projects.

Prepare Subsurface Drainage Design. The Engineer shall evaluate subsurface drainage options and incorporate them into the design as applicable.

Develop Site Grading Plan. The Engineer shall develop the site grading plan and evaluate borrow or waste source locations as applicable.

Prepare Storm Drainage Design. The Engineer shall review existing drainage studies developed for the Airport and surrounding area to evaluate existing drainage patterns and systems. The Engineer shall conduct required analysis for the design of drainage improvements associated with the project in accordance with FAA AC 150/5320-5D, Airport Drainage Design and applicable local drainage design requirements.

Prepare Erosion Control Plan. The Engineer shall prepare an erosion control plan for the proposed construction. The Engineer shall investigate the requirements and include applicable local permitting requirements.

Prepare Airfield Lighting and Signage Design. The Engineer shall complete the airfield electrical layout and design.

Prepare Utility Plan. The Engineer shall evaluate existing utility information and identify utilities which require relocation or lowering as a result of the proposed project. Utility ownership identification and coordination with utility owners shall be completed to discuss project specific details.

Plan Sheets. The Engineer shall prepare a plan set to address the necessary improvements and to depict the design elements. The plan set to include the following drawings:

- Cover Sheet
- Sheet Index
- Project Work Description and Basis of Estimate
- Construction Safety and Phasing Plan
- Construction Safety and Phasing Plan Details and Notes
- Erosion Control Plan and Details
- Existing Utility Plan
- General Project and Construction Notes
- Removal Plan and Notes
- Typical Pavement Sections
- Plan and Profile
- Grading and Drainage Plan
- Storm Sewer Layouts and Details
- Underdrain Layouts and Details
- Paving Layouts and Details
- Pavement Marking Plan - Permanent
- Pavement Marking Details - Permanent
- Electrical Removal Plan
- Electrical Lighting Plan
- Electrical Signing Plan
- Electrical Details
- Electrical Notes

~~**Prepare Contract Documents.** At this time, it is anticipated that the project will be bid as an add alternate to the Hangar Taxilanes Project. If the project proceeds as a standalone project, an amendment to the Detailed Project Scope of Work and compensation to the Engineer will be required for **Contract Documents**, as shown in the strikethrough text below.~~

~~The Engineer shall prepare contract documents. The Owner shall provide a legal review of the Agreement Between Owner and Contractor template that is provided by the Engineer to make sure that it complies with local, state, and federal law. The Engineer shall use contract provisions prepared for the Owner and modify as applicable for this project. Documents to include consist of the following:~~

- ~~• Advertisement for Bids~~
- ~~• Instruction to Bidders~~
- ~~• Bid Proposal~~
- ~~• DBE Guidance and Forms~~
- ~~• Construction Contract Notification~~
- ~~• Buy American Guidance~~
- ~~• Wage Rate Determinations~~
- ~~• Agreement between Owner and Contractor~~
- ~~• Contractual Requirements~~
- ~~• Safety Plan Compliance Document~~
- ~~• Final Review and Acceptance Document~~
- ~~• Environmental Permitting Documents~~
- ~~• Notice of Award~~
- ~~• FAA General Provisions~~
- ~~• Local and State Special Provisions~~

~~**Prepare Technical Specifications.** At this time, it is anticipated that the project will be bid as an add alternate to the Hangar Taxilanes Project. If the project proceeds as a standalone project, an amendment to the Detailed Project Scope of Work and compensation to the Engineer will be required for **Technical Specifications**, as shown in the strikethrough text below.~~

~~The Engineer shall prepare technical specifications for the identified items of work. Specifications to be used shall reference FAA Advisory Circular 150/5370-10H, Standards for Specifying Construction of Airports and any applicable FAA Regional Guidance.~~

Prepare Final Construction Safety and Phasing Plan. The Engineer shall finalize the Construction Safety Phasing Plan (CSPP) to include airside traffic control plan and submit the plan to the FAA for review and approval.

Prepare Estimate of Construction Cost. The Engineer shall prepare an estimate of construction costs. Construction costs shall be developed based on research of local suppliers and material availability and recent bid tabulations for similar work in the region.

Prepare Engineering Design Report Supplement. The Engineer shall prepare a supplement to the Engineering Design report as applicable for modifications made during the final design process for submittal to the FAA for approval.

Prepare Construction Schedule. The Engineer shall prepare a schedule of construction activities based on the phasing plan with construction durations based on average production rates for completion of the major project work elements.

Final Internal Plans and Specifications Review. The Engineer shall conduct an internal final plans and specifications review of the design completed in the Final Engineering Phase of the project.

FAA Plans and Specifications Review. The Engineer will submit and coordinate with the FAA ADO on a review of the 90% plans and specifications.

Final Plans and Specifications Revisions. The Engineer shall complete the development of the drawings to 100% completion, which is intended to be a complete set in pending final review and approval by the Owner.

Final Design Review Meeting with Owner. The Engineer shall conduct a final design review at the 90% design completion stage with the Owner to obtain comments on the final design. The Engineer shall attempt to include appropriate Federal and State agency representatives either in person or by teleconference, depending on the project Detailed Scope of Services. The Engineer shall schedule an inspection of the project site with the Owner to review elements of the design. It is anticipated the following staff members shall attend the final review meeting:

- Project Manager (Associate Project Manager)

BIDDING SERVICES

At this time, it is anticipated that the project will be bid as an add alternate to the Hangar Taxilanes Project. If the project proceeds as a standalone project, an amendment to the Detailed Project Scope of Work and compensation to the Engineer will be required for bidding services.

~~CONSTRUCTION ADMINISTRATION / CONSTRUCTION OBSERVATION~~

Not included in this scope of services.

~~AERONAUTICAL SURVEY SERVICES~~

Not included in this scope of services.

~~FAA PROJECT CLOSEOUT REPORT~~

Not included in this scope of services.

OWNER'S RESPONSIBILITIES

Project Representative. The Owner shall designate a Project Representative with authority to administer the Engineer's consultant contract. All requests for information or a decision by the Owner on any aspect of the work shall be directed to the Owner's Project Representative.

Submittal Reviews. The Owner shall review submittals by the Engineer and provide prompt decisions and responses to questions in order to minimize delay in the progress of the Engineer's work.

Historical Information. The Owner shall furnish the Engineer one copy of As-Built drawings, maps, records, surveys, reports, preliminary designs, etc. that are pertinent to the project.

Agreement Between Owner and Contractor. The Owner shall provide a legal review of the Agreement Between Owner and Contractor template that is provided by the Engineer to make sure that it complies with local, state, and federal law.



PHASE: Design Services
 Design Runway 20 End Turnaround

KLJ Title	Associate Project Manager	Engineer in Training I	Project Controls Specialist I	Project Manager	Environmental Planner IV	Senior Engineer	Senior Engineer	Contract Administrator	Project Assistant I	Task Direct Labor Cost
Project Administration										
Prepare Project Detailed Scope of Services and Schedule	2			0.5						\$ 135.50
Engineering Detailed Scope of Services and Hour Negotiations Agreement for Professional Services	1									\$ 52.00
Agreement for Professional Services	2							0.5		\$ 120.50
Subtotal										\$ 308.00
Project Management										
Overall Project Management	6					1				\$ 365.00
Project Startup Meeting	1		1							\$ 83.00
Project Budget Setup	1			1						\$ 80.00
Monthly Budget Review / Projections	1			1						\$ 80.00
Monthly Invoicing	1			1						\$ 80.00
Develop Quality Control Plan	1									\$ 52.00
Monthly Status Reports	1								1	\$ 72.00
Subtotal										\$ 812.00
Project Pre-Design										
Base Map Preparation			1							\$ 31.00
Develop Project Justification	1									\$ 52.00
Analysis of FAA Standards	0.5		1							\$ 57.00
Complete Pavement Design	0.5		1							\$ 57.00
Engineering Design Report	1		6							\$ 238.00
Prepare Preliminary Opinion of Cost and Update Airport Capital Improvement Plan (ACIP)	1		2							\$ 114.00
Update Airport Layout Plan (ALP) Drawings	1		2							\$ 114.00
Subtotal										\$ 663.00
Plan & Specifications										
Complete Pavement Design	0.5		0.5							\$ 41.50
Develop Project Geometrics	1		4							\$ 176.00
Prepare Subsurface Drainage Design	0.5		2							\$ 88.00
Develop Site Grading Plan	2		8							\$ 352.00
Prepare Storm Drainage Design	1		2				4			\$ 374.00
Prepare Erosion Control Plan	1		1							\$ 31.00
Prepare Airfield Lighting and Signage Design	1		2						1	\$ 179.00
Prepare Utility Plan	1		0.5							\$ 15.50
Plan Sheets:										
Cover Sheet			0.5							\$ 15.50
Sheet Index			0.5							\$ 15.50
Project Work Description and Basis of Estimate			1							\$ 31.00
Construction Safety and Phasing Plan			2							\$ 88.00
Construction Safety and Phasing Plan Details and Notes	0.5		1							\$ 31.00
Erosion Control Plan and Details			1							\$ 31.00
Existing Utility Plan			0.5							\$ 15.50
General Project and Construction Notes			1							\$ 57.00
Removal Plan and Notes	0.5		0.5							\$ 15.50
Typical Pavement Sections			0.5							\$ 15.50
Plan and Profile			2							\$ 62.00



Attachment B
 Chan Gurney Municipal Airport
 Yankton, South Dakota
 KLU #2205-01926
 Hourly Rate and Cost Breakdown

PHASE: Design Services
 Design Runway 20 End Turnaround

KU Title	Associate Project Manager	Engineer in Training I	Project Controls Specialist I	Project Manager	Environmental Planner IV	Senior Engineer	Senior Engineer	Contract Administrator	Project Assistant I	Task Direct Labor Cost
Grading and Drainage Plan	0.5	4								\$ 150.00
Storm Sewer Layouts and Details	0.5	2								\$ 88.00
Underdrain Layouts and Details	0.5	2								\$ 88.00
Paving Layouts and Details	0.5	2								\$ 88.00
Pavement Marking Plan - Permanent										\$ 31.00
Pavement Marking Details - Permanent	0.5	1								\$ 15.50
Electrical Removal Plan										\$ 31.00
Electrical Lighting Plan	0.5	2								\$ 153.00
Electrical Signing Plan	0.5	1								\$ 122.00
Electrical Details										\$ 96.00
Electrical Notes										\$ 96.00
Prepare Contract Documents										\$ -
Prepare Technical Specifications										\$ -
Prepare Final Construction Safety and Phasing Plan	0.5	1								\$ 57.00
Prepare Estimate of Construction Cost	1	2								\$ 114.00
Prepare Engineering Design Report Supplement	1	2								\$ 114.00
Prepare Construction Schedule	1	1								\$ 81.00
Final Internal Plans and Specifications Review	2	2								\$ 292.00
FAA Plans and Specifications Review	1	1								\$ 52.00
Final Plans and Specifications Revisions	1	4								\$ 176.00
Final Design Review Meeting with Owner Meeting Preparation										\$ 52.00
Participate in Meeting (via video conference)	1									\$ 52.00
Subtotal										\$ 3,585.00

Bidding Services										
Subtotal										\$ -
Total Hours	41.5	74	3	2.5	1	4	5	0.5	1	0
Hourly Rate	\$52.00	\$31.00	\$28.00	\$63.00	\$53.00	\$65.00	\$65.00	\$33.00	\$20.00	\$0.00

Indirect Labor Total (1.8969 Overhead Rate)	\$ 5,368.00
Direct and Indirect Labor Total	\$ 10,182.56
Fixed Fee (15%)	\$ 15,550.56
Cost of Facilities (0.28%)	\$ 2,332.58
Subtotal	\$ 17,898.17

Expenses	per trip @	trips
Air Charter	per day @	days
Materials and Supplies		
Other Expenses		
Expenses Total	\$	

Design Services Total Cost \$ 17,898.17

Federal Contract Provisions

A1 CIVIL RIGHTS - GENERAL

49 USC § 47123

GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

A2 CIVIL RIGHTS – TITLE VI ASSURANCE

49 USC § 47123

FAA Order 1400.11

COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS:

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the

contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

Memorandum #23-07

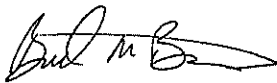
To: Amy Leon, City Manager
From: Brad Bies, Community Development Manager
Subject: 2023 Sidewalk Cafe Permit Application - 301 East 3rd Street dba The Boat House
Date: January 3, 2023

Attached is a Sidewalk Cafe Permit Application for 301 East 3rd Street doing business as The Boat House. 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 #23-07 granting a Sidewalk Cafe Permit to 301 East 3rd Street doing business as The Boat House.

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: 2023

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 <u>301 E 3rd St Yankton SD 57020</u>		
Owner	Mailing Address	Phone Number
<u>Chris Hummer</u>	<u>301 E 3rd St Yankton SD 57020</u>	<u>605-760-1222</u>
Operator/Contact Person	Mailing Address	Phone Number
<u>Same</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...

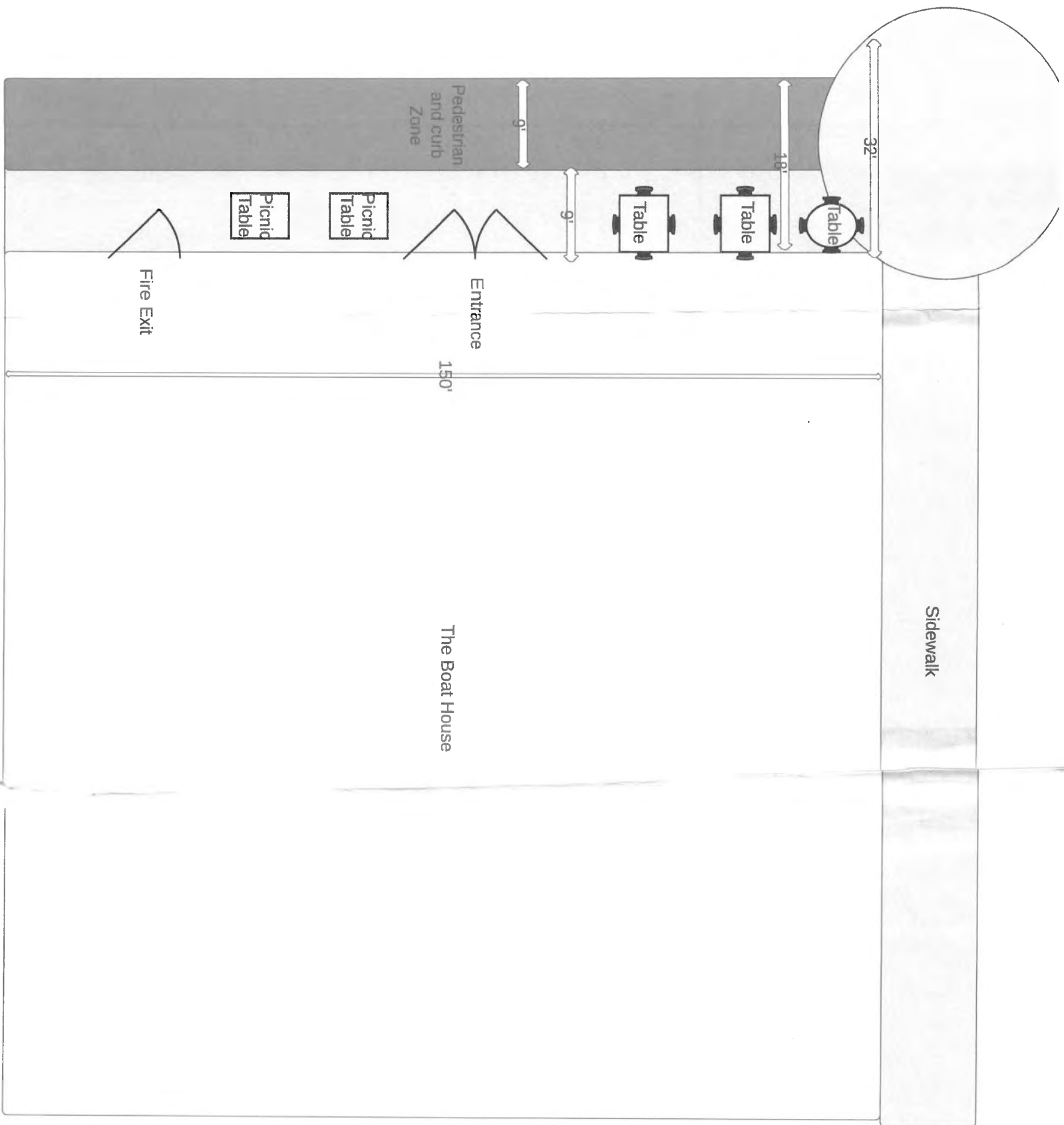
Additional comments (Please describe the items to be placed on the sidewalk and the how they will be stored/secured)

See attached

CA JLU 12-21-22
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.



Memorandum #23-08

To: Amy Leon, City Manager
From: Brad Bies, Community Development Manager
Subject: 2023 Sidewalk Cafe Permit Application - 102 & 104 East 3rd Street dba Mojo's Third Street Pizza
Date: January 3, 2023

Attached is a Sidewalk Cafe Permit Application for 102 & 104 East 3rd Street doing business as Mojo's Third Street Pizza. The applicant is requesting a sidewalk cafe to be located in an adjacent boardwalk extension to the existing sidewalk. A major benefit of this approach is that the entire existing sidewalk remains open for pedestrian travel with all seating and service areas located in the boardwalk extension.

City Attorney Ross Den Herder recommends that if the Commission approves the Sidewalk Cafe application that Resolution 23-01 also be adopted clearly identifying the boardwalk extension as a portion of the public sidewalk during the period of time it is in use. The boardwalk extension will be installed seasonally and removed by the applicant on or before October 31, 2023.

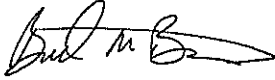
If approved, the sidewalk cafe would again occupy five on-street parking spots. The boardwalk extension approach was logistically successful in prior years from a staff perspective and staff did not receive negative feedback about the functionality of the design from neighboring property owners. Public Works staff and the Building Official have previously reviewed and approved the plans and installation.

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 #23-08 granting a Sidewalk Cafe Permit to 102 & 104 East 3rd Street doing business as Mojo's Third Street Pizza, and adopt Resolution #23-01 declaring the proposed boardwalk extension a portion of public sidewalk.

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: 2023

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 <u>E 2 W 3 L T S 8 & 9 B I K 3 Lower Yankton</u>		
Address <u>102-104 E 3rd Street Yankton SD 57078 605-260-2134</u>		
Owner	Mailing Address	Phone Number
<u>Jeff Dayhoff</u>	<u>113 E 3rd Street Yankton</u>	<u>260-2134</u>
Operator/Contact Person	Mailing Address	Phone Number
<u>Tara Leonard</u>	<u>113 E 3rd Street Yankton</u>	<u>605-660-3144</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...

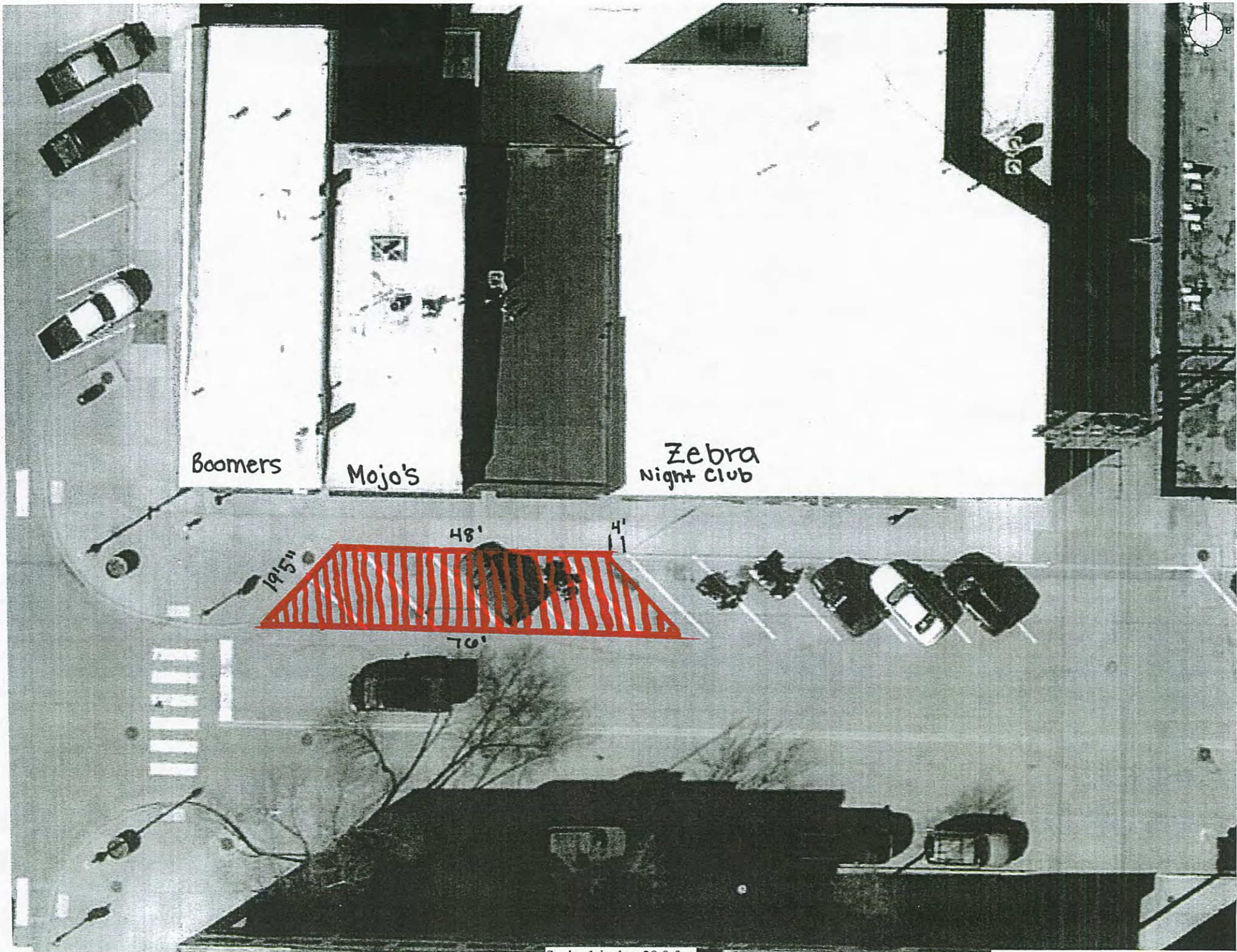
Additional comments (Please describe the items to be placed on the sidewalk and the how they will be stored/secured)

Majo's deck is 70ft by 14ft across 5 parking spaces in front of Majo's 3rd Street Pizza. The deck will be level with sidewalk and held together by joists to be removed in the winter months.

Tara Leonard 12-9-22
 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.



Boomers

Mojo's

Zebra
Night Club

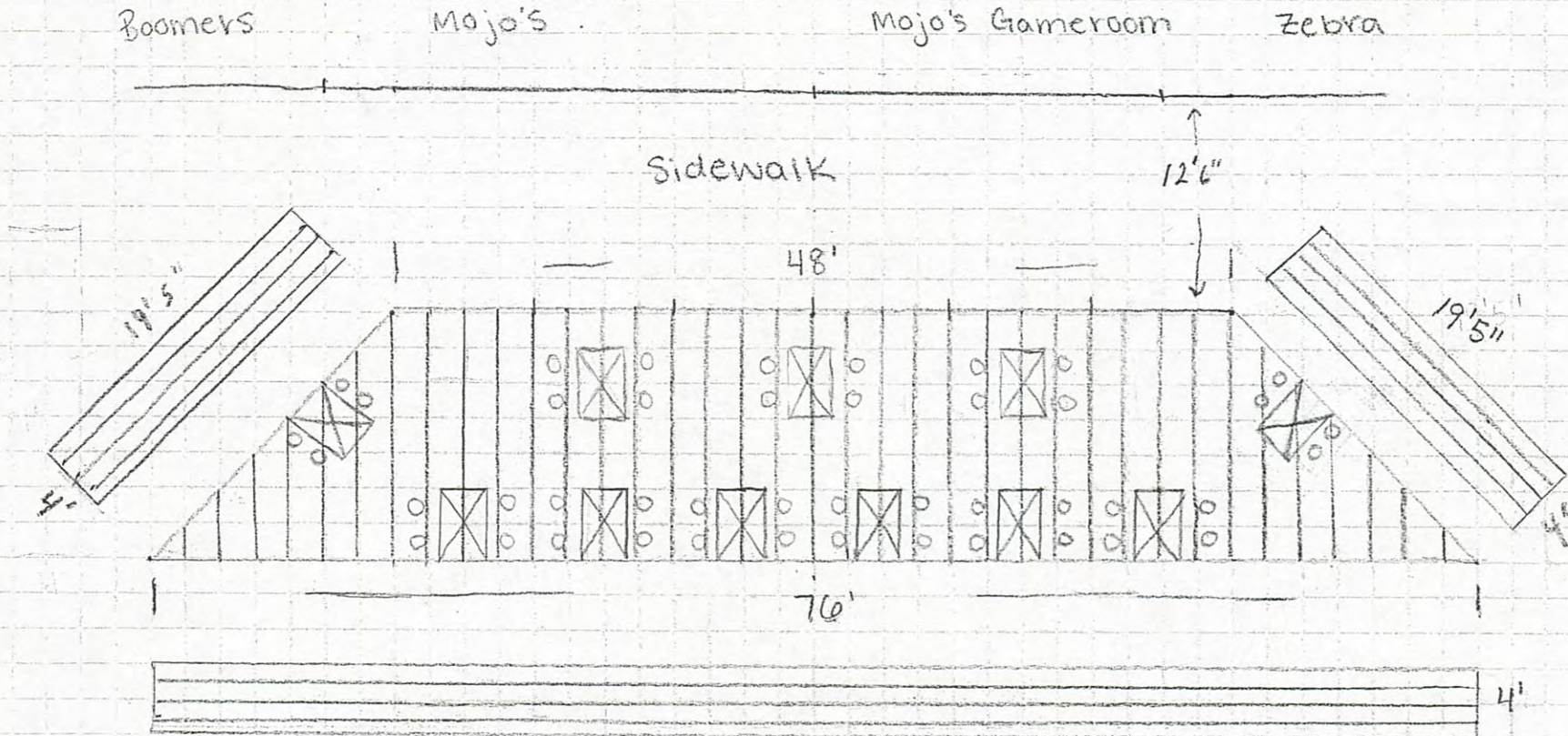


X = Bar Height Tables - 48" x 30"

O = Barstools

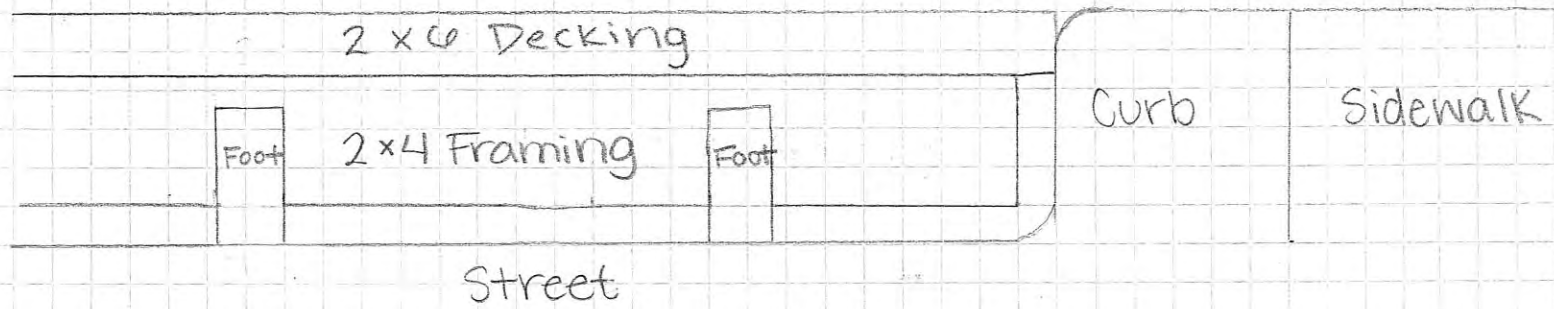
Tables along the walls will be built in.

The deck will be level with the sidewalk.



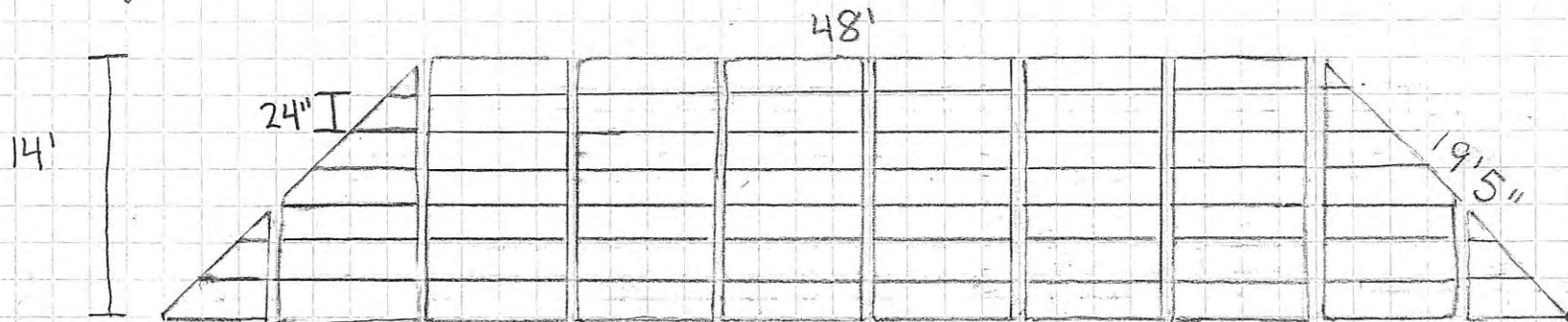
Under View of Deck Base

1 Square = 1 in



Feet will be attached to framing to support $\frac{1}{4}$ level deck.

1 Square = 24 in



Base structure Under Decking 8'

24in on center crossboards

All 2x4 construction

RESOLUTION #23-01

RESOLUTION OF SIDEWALK EXTENSION

WHEREAS, the City of Yankton, permits sidewalk cafes to operate on public sidewalks in the B-3 Central Business District, and

WHEREAS, the owner/operator of 102 & 104 East 3rd Street has requested a sidewalk cafe permit in a boardwalk extension to the existing public sidewalk, and

WHEREAS, the applicant has provided a detailed set of plans for a boardwalk extension to the public sidewalk, and

WHEREAS, the City of Yankton, South Dakota, after due review and consideration, has determined that applicant has met the minimum sidewalk cafe requirements, and

WHEREAS, the design:SD planning process and other redevelopment efforts in the Meridian District emphasize the creative use of public spaces, and

WHEREAS, the applicant has requested the boardwalk extension be formally recognized by the City Commission as a portion of the public sidewalk.

NOW THEREFORE BE IT RESOLVED, that boardwalk extension as shown in the 2023 sidewalk cafe application of 102 & 104 East 3rd Street be recognized as a portion of the public sidewalk during the time period during which it is installed.

Adopted:

Stephanie Moser, Mayor

ATTEST:

Al Viereck, Finance Officer

Memorandum #23-17

To: Yankton City Commission
From: Ross Den Herder, City Attorney
Subject: Ordinance #1068 restricting camping within Yankton City Limits
Date: January 3, 2023

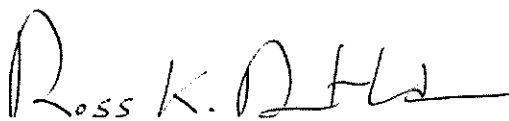
The Problem: During the summer months of 2022, the Yankton Police Department (YPD), the Parks Department, and the Water Department took complaints from the public and also had to directly contend with the problem of people unlawfully camping on City-owned property (i.e. the bike trail, water department land, parks, etc.). There were times when staff found camping gear unattended. There were also times when campers were present and confrontation occurred between campers and City staff or the YPD. Presently, Yankton's Code of Municipal Ordinances does not directly address camping which has made resolution more challenging. It is expected this problem will resume when spring and summer weather return in 2023. As a result, Staff has requested that an ordinance be drafted to address the issue.

Authorized Camping: In the past, when City Hall has received reasonable requests for camping (on City property), the matter has been presented to the Yankton City Commission for temporary approval (i.e. Lewis and Clark expedition reenactors, canoeing expeditions along the Missouri River, etc.). This approach has worked okay, but it also seems excessively formal. Also, it has not been governed by any applicable law which also justifies an ordinance.

For these reasons, our office has crafted an ordinance that simply prohibits camping (outside of a properly zoned and licensed campground) without simple consent of the City Manager or her designee. This approach prevents camping but allows a simple process for approval of reasonable camping requests by the public. We think this approach provides the right balance between simplicity and flexibility. The proposed ordinance also allows the YPD to collect and remove the privately owned camping gear/materials of an unauthorized camp, which is particularly helpful when unauthorized camps are found unattended.

While the Ordinance as drafted does apply to the entirety of the City limits, the YPD will be instructed to take a very "hands-off" approach to enforcement in residential neighborhoods. However, the ordinance can be an effective tool to resolve conflict if "backyard camping" were to draw neighborhood complaints. Similar to noise or parking violations, typical complaints would first be met with warnings and compliance education before citations would be issued.

Thanks,


 Ross K. Den Herder
 City Attorney

_____ Establish Public Hearing

Recommendation: It is recommended that the Board of Commissioners introduce and hold the first reading of Ordinance #1068 restricting camping within Yankton City Limits, and set January 23, 2023 as the second reading and public hearing of said Ordinance.

I concur with the recommendation

I do not concur with the recommendation



Amy Leon
City Manager

_____ Establish Public Hearing

ORDINANCE NO. 1068

AN ORDINANCE RESTRICTING CAMPING WITHIN CITY LIMITS.

WHEREAS, the City of Yankton has received numerous complaints about people camping without permission upon City-owned land, upon the City's bicycle trail system, and in various other locations that are bothersome to members of the public.

WHEREAS, the City Commission deems it in the best interests of the City to create some general limitations and restrictions on camping within the jurisdictional limits of the City of Yankton to alleviate citizen complaints.

NOW THEREFORE, BE IT ORDAINED, by the Board of City Commissioners of the City of Yankton that:

A new Section 16-27 is hereby added to read as follows:

Section 16-27. Camping Outside Approved Campgrounds Prohibited Without Permission of City Manager

- (a) No person shall be permitted to camp outside of a properly zoned and licensed campground within the jurisdictional limits of the City of Yankton without consent of the City Manager or the City Manager's designee. The consent shall be in writing and shall limit the location and duration of the approved camp. For purposes of this Ordinance, to "camp" shall mean to utilize a tent, camper, tarp, cardboard, or other material or device for shelter or lodging of persons or property. A violation of this Ordinance shall be a class two misdemeanor.
- (b) The Yankton Police Department shall be permitted to remove, impound as evidence for prosecution, and store for safe keeping all personal property associated with an unauthorized campsite.

Dated this ____ day of January, 2023.

CITY OF YANKTON

ATTEST:

Stephanie Moser, Mayor

Al Viereck, Finance Officer
(SEAL)

First Reading:
Second Reading:
Published:
Effective:

Memorandum #23-09

To: City Commission
 From: Finance Officer
 Date: January 3, 2023
 Subject: Memorandum Proposing Joint Yankton City / Yankton School District Election
 Tuesday, April 11th, 2023


Attached to this memorandum are the SDCL codes that apply to the annual municipal election and also the annual school election should the governing bodies choose to combine the elections. City Commissioners whose terms are up for election are Stephanie Moser, Tony Maibaum, and Ben Brunick. The lone School Board member whose term is expiring is Frani Kieffer.

SDCL 9-13-1 states that the annual municipal election shall be held on the second Tuesday of April of each year and that if the governing body chooses a different day, that day shall be set by January fourteenth of the election year. In reviewing past combined City / YSD elections we found a resolution adopted in 1981 for the 1982 election and we have adopted this philosophy of combining with the School District every year since that the School District has also had an election. (The lone exception to the second Tuesday in April was the 2020 election that was postponed until June 2, 2020 because of the COVID outbreak.)

SDCL 9-13-40 does allow the municipal elections to be set on the first Tuesday after the first Monday in June; however, we have not previously used that date. In conversations with the Yankton School District Administration, they would prefer to use the traditional April date and combine with the Municipal election should we each actually have one. That will be their recommendation to the Yankton School Board.

It is recommended that the City Commission set April 11, 2023 as the annual Municipal Election and direct Finance staff to work with the Yankton School District for a combined election if both entities have elections. It is also recommended that Finance staff be directed to work with YSD administration on an agreement sharing expenses and responsibilities for said election.

Thank you,


 Al Viereck, Finance Officer

I concur with the above recommendation

I do not concur with the above recommendation



 Amy Leon, City Manager

_____ Roll Call

SDCL Annual Municipal / School District Elections

9-13-1. Date of annual municipal election--Hours of voting.

In each municipality an annual election for the election of officers shall be held on the second Tuesday of April of each year, at a place in each ward of the municipality as the governing body shall designate. If the governing body of the municipality chooses a different election day as provided in this chapter, the governing body shall establish such election day by January fourteenth of the election year. The polls at the election shall be kept open continuously from seven a.m. until seven p.m.

Source: SDC 1939, § 45.1301; SL 1941, ch 196; SL 1955, ch 203; SL 1961, ch 249; SL 1971, ch 56, § 1; SL 1977, ch 68, § 1; SL 1999, ch 39, § 1; SL 2002, ch 45, § 1; SL 2009, ch 69, § 8.

9-13-1.1. Joint municipal and school district elections authorized--Date--Sharing costs and responsibilities.

Any other provision of this chapter notwithstanding, the members of the governing body of a municipality may choose to hold a general municipal election in conjunction with a regular school district election. The combined election is subject to approval by the governing body of the school district. The combined election shall be held on the regular date set for either the general municipal election or the school district election and all dates associated with either election pursuant to chapters 9-13 and 13-7 shall be adjusted accordingly. Expenses of a combined election shall be shared in a manner agreed upon by the governing bodies of the municipality and the school district. All other governmental responsibilities associated with holding elections under the provisions of chapters 9-13 and 13-7 shall be shared as agreed upon by the governing bodies.

Source: SL 1981, ch 66, § 1.

9-13-1.2. Dates associated with joint election.

If the joint election provided for in §§ 9-13-1.1 and 13-7-10.1 is scheduled for a date other than the second Tuesday in April, all dates associated with the election are those provided in chapter 13-7.

Source: SL 1985, ch 119, § 11; SL 1986, ch 67, § 1; SL 2004, ch 75, § 1.

9-13-37. Municipal elections held in conjunction with June primary elections.

Any other provision of this chapter notwithstanding, the members of the governing body of a municipality may choose to hold a municipal election in conjunction with the regular June primary election. The combined election is subject to approval by the county commissions of the counties in which the municipality is located. Expenses of a combined election shall be shared in a manner agreed upon by the governing body of the municipality and the county commissions involved. All other governmental responsibilities associated with holding elections under the provisions of chapters 9-13 and Title 12 shall be shared as agreed upon by the governing bodies. The finance officer shall publish the notice required in § 9-13-6 between February fifteenth and March first. No nominating petition may be circulated for signatures until March first. Nominating petitions shall be filed under the provisions of § 9-13-7 by the last Tuesday in March. The finance officer shall certify to the appropriate county auditor the candidate names and ballot language to be voted on by the first Thursday after the last Tuesday in March.

Source: SL 1996, ch 60, § 1; SL 2007, ch 81, § 1

9-13-38, 9-13-39. Transferred to §§ 12-2-5, 12-2-6.

12-2-5. Elections of governmental subdivision held in conjunction with June primary election.

Any other provision of law notwithstanding, the members of the governing body of any governmental subdivision may choose to hold their elections in conjunction with the regular June primary election. The combined election is subject to approval by the county commissions of the counties in which the governmental subdivision is located. Expenses of a combined election shall be shared in a manner agreed upon by the governing body of the subdivision and the county commissions involved. All other governmental responsibilities associated with holding elections under the provisions for that subdivision and Title 12 shall be shared as agreed upon by the governing bodies. The governmental subdivision clerk shall publish the notice of vacancy between February fifteenth and March first. No nominating petition may be circulated for signatures until March first. Nominating petitions shall be filed under the provisions required for that subdivision by the last Tuesday in March. The clerk shall certify to the appropriate county auditor the candidate names and ballot language to be voted on by the first Thursday after the last Tuesday in March.

Source: SL 1996, ch 60, § 6; SDCL [9-13-38](#); SL 2007, ch 81, § 4.

12-2-6. Combined elections of governmental subdivisions.

The members of the governing body of any governmental subdivision may choose to hold their election in conjunction with any other governmental subdivision's election if the statutory dates for the election coincide. The combined election is subject to approval by all of the governing bodies involved in the combined election. Expenses of a combined election shall be shared in a manner agreed upon by the governing bodies involved in the combined election. All other governmental statutory responsibilities associated with the election shall be shared as agreed upon by the governing bodies.

Source: SL 1996, ch 60, § 7; SDCL [9-13-39](#).

9-13-40. Municipal elections held on first Tuesday after first Monday in June--Notice--Nominating petitions.

Any other provision of this chapter notwithstanding, the members of the governing body of a municipality may choose to hold a municipal election on the first Tuesday after the first Monday in June. The finance officer shall publish the notice required in § [9-13-6](#) between February fifteenth and March first. No nominating petition may be circulated for signature until March first. Nominating petitions shall be filed under the provisions of § [9-13-7](#) by the last Tuesday in March. All other governmental responsibilities associated with holding elections under the provisions of chapter [9-13](#) shall be met by the municipality.

Source: SL 1996, ch 60, § 8; SL 2005, ch 87, § 4; SL 2007, ch 81, § 2

13-7-10. Date and hours of annual school elections--Procedure for absentee voting, voter registration, and counting ballots.

The annual election for school districts shall be held between the second Tuesday in April and the third Tuesday in June between the hours of seven a.m. and seven p.m. of the day of the election. The school board shall select the date of the election by resolution no later than the first regular meeting after January first of each year. Voter registration, absentee voting, and procedures used in counting ballots shall be in accordance with Title 12 except as specifically provided in chapter 13-7.

Source: SDC 1939, §§ 15.2309, 15.2509; SL 1945, ch 55, § 1; SL 1951, ch 63, § 1; SL 1955, ch 41, ch 9, § 12; SL 1955, ch 44; SL 1957, ch 64, § 4; SL 1959, ch 65, § 1; SDC Supp 1960, § 15.2312; SL 1975, ch 128, § 37; SL 1985, ch 119, § 5; SL 1995, ch 90, § 1; SL 1997, ch 85, § 1; SL 1999, ch 39, § 2; SL 2002, ch 45, § 4.

13-7-10.1. Joint school district and municipal elections authorized--Date--Sharing costs and responsibilities.

The members of the governing body of a school district may choose to hold a general school district election in conjunction with a regular municipal election. The combined election is subject to approval by the governing body of the municipality. The combined election shall be held on the regular date set for either the school district election or the general municipal election. Expenses of a combined election shall be shared in a manner agreed upon by the governing bodies of the municipality and the school district. All other governmental responsibilities associated with holding elections under the provisions of chapters 9-13 and 13-7 shall be shared as agreed upon by the governing bodies.

Source: SL 1981, ch 66, § 2; SL 1985, ch 119, § 6.

DRAFT

January 2023

SUN	MON	TUE	WED	THU	FRI	SAT
1	2	3	4	5	6	7
8	9 Commission Meeting	10	11	12 Send Notice of Vacancy to P&D	13	14
15	16 Publish 1st Notice of Vacancy 9-13-6	17 Setup Synergy Graphics	18	19	20	21
22	23 Commission Meeting	24 Publish 2nd Notice of Vacancy 9-13-6	25	26	27 1st day to circulate Nominating Petitions 9-13-9	28
29	30	31				


February 2023

SUN	MON	TUE	WED	THU	FRI	SAT
			1	2	3	4
5	6	7	8	9	10	11
12	13 Commission Meeting	14	15	16	17	18
19	20	21 Call Election Workers this week.	22	23	24 Petitions & Candidate Financial Interest Statements Due 12-25-30 9-13-7	25
26	27 Commission Meeting	28				
	<i>Holiday—Closed</i>					
	Draw for Candidate ballot order at noon. 9-13-21					

March 2023

SUN	MON	TUE	WED	THU	FRI	SAT
			1 Send Notice of Voter Registration to P&D	2	3 Mail Notice to Election Officials	4
5	6	7 1st Notice of Voter Registration 12-4-5.2	8	9	10	11
12	13 Commission Meeting	14 2nd Notice of Voter Registration 12-4-5.2	15	16	17	18
19	20	21 Send Notice of Election w//Facsimile of ballot & test tab. Equipment to P & D	22	23	24	25
26	27 Commission Meeting *Deadline for Voter Registration 12-4-5 *Absentee Voting Begins 9-13-21	28 1st Notice of Election w//Facsimile of ballot & test tab. equipment 9-13-13 & 12-17 B-5	29	30	31	

April 2023

SUN	MON	TUE	WED	THU	FRI	SAT
						1
2	3	4 2nd Notice of Election w/Facsimile of ballot & test tab. 9-13-13 & 12-17 B-5	5	6	7 Ballot equipment testing with County Auditor	8
9	10 Commission Meeting Last day of Absentee Voting.	11 Election Day: Polls Open 7am-7pm 3 PM deadline to Absentee vote. 9-13-1  12-9-2.1	12	13	14	15
16	17	18 Deadline for Canvass	19	20	21	22
23 /30	24 Commission Meeting	25	26	27	28	29

CITY OF YANKTON

Resolution No. 81-41

WHEREAS, the Yankton School District has requested a joint city/school district election in the spring of 1982 in accordance with House Bill No. 240, and

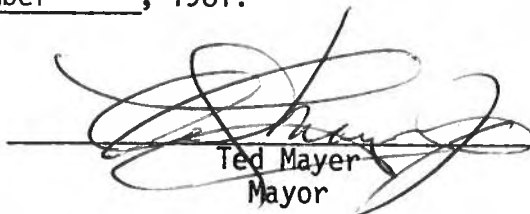
WHEREAS, the date will be the same as the regular city date, and

WHEREAS, the combined election is urged by the League of Women Voters and approved by the Yankton County Auditor, now

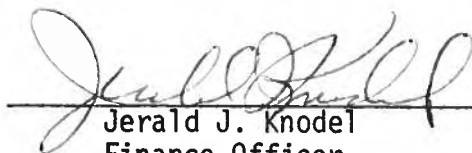
BE IT RESOLVED by the City Commission of the City of Yankton, that:

1. A joint city/school election in the spring of 1982 is hereby approved in accordance with Chapter 9-13-1.1 of the General Statute of South Dakota.
2. Expenses and duties will be shared in a manner to be agreed upon by both governing bodies.
3. This resolution is effective upon approval of the School Board.

Adopted this 23rd day of November, 1981.


Ted Mayer
Mayor

ATTEST:


Jerald J. Knodel
Finance Officer