



2023_03_27

**CITY COMMISSION
MEETING**



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

YANKTON BOARD OF CITY COMMISSIONERS

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

Monday, March 27, 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 following meeting at 1:00 p.m. and Monday following meeting at 7:03 p.m. on Midco Channel 3 and Bluepeak Channel 98.

I. ROUTINE BUSINESS

1. Roll Call

2. Approve Minutes of Regular Meeting of March 13, 2023

Attachment I-2

**3. Proclamation – National March for Meals Month
– Yankton Bucks Basketball State Champions**

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. Notice to Call for City of Yankton Election

Establish 12:00 PM on Friday, April 14, 2023, as the time and date of a “Notice to Call” a Special City Commission meeting to canvass the election returns of the City of Yankton Election to be held on Tuesday, April 11, 2023.

Attachment II-1

2. Budget Meeting Date

Setting date of June 12, 2023 with a second date of June 13, 2023 (to be used if necessary) at 5:30 PM in CMTEA Room #114 for Budget Meetings to discuss the Capital Improvement Plan.

3. Establishing public hearing for sale of alcoholic beverages

Establish April 10, 2023 as the date for the public hearing on the request for a Special Events Retail (on-sale) Malt Beverage and a Special Retail (on-sale) Wine dealers License for 1 day, April 19th, 2023, from Mount Marty University-Aladdin, Mount Marty University Campus, 1105 W. 8th Street, Yankton, S.D.

Attachment II-3

4. Establishing public hearing for transfer of alcoholic beverages license

Establish April 10, 2023 as the date for the public hearing on the request for the transfer of ownership of a Retail (on-off sale) Malt Beverage & SD Farm Wine License for June 30, 2022, to July 1, 2023, from B-Rad, LLC d/b/a Bro Burger Bar (Lauren Soukup, Owner), to DBC, LLC d/b/a Bro Burger Bar (Lauren Soukup, Owner), 304 W. 3rd Street, Yankton, S.D.

Attachment II-4

5. Establishing public hearing for sale of alcoholic beverages

Establish April 10, 2023 as the date for the public hearing on the request for a Special Malt Beverage (on-sale) Retailers License for 1 day, August 19, 2023, from Yankton Rodeo Association (Douglas O. Hevle, President), Rodeo Grounds, 404 Paddle Wheel Drive, Yankton, S.D.

Attachment II-5

III. OLD BUSINESS

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

1. Public Hearing for sale of alcoholic beverages

Consideration of Memorandum #23-48 regarding the request for a Special Events Retail (on-sale) Liquor License for 1 day, April 1, 2023, from Ben's Brewing Co. (Ben Hanten, Owner), 222 West 3rd Street, Sacred Heart Gala, St. Benedict Church Dining Room, 1500 Saint Benedict Drive, Yankton, SD 57078.

Attachment III-1

2. Public hearing for transfer of alcoholic beverages license

Consideration of Memorandum #23-49 regarding the request for the transfer of ownership and location for a Retail (on-off sale) Malt Beverage & SD Farm Wine License for July 1, 2022, to June 30, 2023, from Zaccon, Inc. (Robert A Zacher, President), d/b/a Roadrunner Convenience Mart, 300 West 23rd Street, Suite II, to Diggers, Inc. (Larry Olson, Partner) d/b/a Diggers 2.0, 511 West 4th Street, Suite B, Yankton, SD 57078.

Attachment III-2

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

IV. NEW BUSINESS

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

1. Introduction, First Reading and Establish Public Hearing

Introduction, First Reading and Establish April 10th as the date for a Public Hearing for a Building Code Ordinance Amendment - Consideration of Memorandum #23-46 regarding Ordinance #1071, an amendment to the shelter design wind speed.

Attachment IV-1

2. Downtown Yankton Façade Grant Recommendations

Consideration of Memorandum #23-50 regarding Downtown Yankton Façade Grant Recommendations.

Attachment IV-2

3. Bid Award – Liquid Asphalt

Consideration of Memorandum #23-51 regarding Bid Award for Liquid Asphalt.

Attachment IV-3

4. Bid Award – Bituminious Mix

Consideration of Memorandum #23-52 regarding Bid Award for Bituminious Mix.

Attachment IV-4

5. Douglas Avenue Reconstruction Bid Acceptance

Consideration of Memorandum #23-53 regarding Bid Acceptance for Douglas Avenue Reconstruction from Levee Street to 2nd Street.

Attachment IV-5

6. Land Sale

Consideration of Memorandum #23-47 regarding Resolution #23-09, an offer to purchase an option on Lot 3 except the +- 2.39 Acre Drainage Easement in Block 1 of Mead's Addition to the City of Yankton.

Attachment IV-6

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 THE MEETING OF MARCH 27, 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
MARCH 13TH, 2023**

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

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

Action 23-058

Moved by Commissioner Webber, seconded by Commissioner Brunick, to approve Minutes of Work Session meeting of February 27, 2023 and Minutes of regular City Commission meeting of February 27, 2023.

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

Motion adopted.

Action 23-059

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

1 OFC-Stampers-\$19.25; A Kids Book-Books-\$201.70; AB Business Equip-Copier Lease-\$355.30; Action Targets-Ammunition-\$194.30; Adobe-Acrobat Software-\$14.99; Adobe Creative Cloud-Computer Program- \$58.56; AFSCME Council-AFSCME Deduction-\$ 883.88; Amazon-Membership -\$148.04; Amazon-Leadership Book-\$199.90; Amazon-Display Rail-\$44.95; Amazon-Hockey Net-\$31.06; Amazon-Exercise Equip-\$107.99; Amazon-Employee Appreciation-\$207.77; Amazon-Flashlight Holders-\$79.62; Amazon-Toner-\$409.00; Amazon-Janitorial Supplies-\$73.31; Amazon-DVDs-\$72.98; Amazon-Medical Kit Tourniquets-\$158.55; Amazon-Specialty Pens-\$24.66; Amazon-Handcuffs-\$112.48; Amazon-DVD-\$18.97; Amazon-Fitness Room Steps; \$248.60; Amazon-IPad Cases- \$85.98; Amazon-Ofc Supplies-\$70.50; Amazon-DVD-\$19.96; Amazon-Book-\$12.44; Amazon-Handcuffs-\$148.97; Amazon-Summer Reading-\$377.76; Amazon-Ofc Supplies-\$11.99; Amazon-DVD-\$21.98; Amazon-Chalkboard Adhesive-\$31.79; Amazon-Program Supplies-\$216.00; Amazon-Employee Appreciation- \$58.00; Amazon-Baby Changing Table-\$189.90; Amazon-DVD- \$25.70; Amazon-Eye Wash Station- \$37.47; Amazon-DVDs-\$194.88; Amazon-First Aid Kits- \$112.26; American Family-Premiums-\$5,929.40; A-Ox Welding Supply-Propane-\$79.42; Applied Ind-Annual Oil-\$613.81; APWA-APWA Renewal-\$229.00; Aqua Environment-SCBA Repairs-\$88.00; Arnolds-Kubota Repairs-\$463.25; ASFPM-Membership Dues-\$175.00; ATT-Mobile Data-\$1,249.66; AutoZone-Brake Pads & Rotors-\$2,262.07; Avera Health-CPR Class-\$100.00; Avera Health Plans - Health Insurance-\$87,250.77; AxVoice-Dialer Service-\$21.44; Baker-Taylor-Books-\$3,498.99; Banner Assoc-Prof Serv-\$6,105.54; Battery Universe-Radio Battery-\$145.42; BatterySharks-UPS Batteries-\$94.07; BBG Construction Law-Atty Fees-\$1,742.40; Blackburn Housing-Facade Grant-\$9,000.00; Blarneys Sports Bar-Travel-\$39.56; Bluebeam-Bluebeam Software-\$1,200.00; Bluepeak-Internet Charges-\$2,481.38; Bomgaars-Impact Driver, Drill Bit- \$2,780.77; Bow Creek Metal-Survey-\$650.00; Buhls Cleaners-Cleaning Service-\$549.40; C & B-Snow Blower Sheer Pins-\$43.43; Caseys-Employee Appreciation-\$43.66; Caseys-Fuel-\$65.68; Caseys-FLSA Training Class-\$115.54-CCI Hotel- NDPRA Training Course-\$394.32-Cedar Knox Power Dist-Electricity-\$1,316.26-Center Point -Books-\$140.82; Central Salt-Deicing Salt-\$8,733.76; CenturyLink-Phone-\$1,668.22; Christensen

Radiator-Ram Assy-\$667.76;CHS-Fuel-\$258.75; City Of Vermillion-Jt Power Cash Trans-\$54,018.18; City Of Yankton-Parks-Landfill-\$89.08; City Of Yankton-Solid Waste-Garbage-\$14,132.49; City Of Yankton-Water-Landfill-\$106.58; City Utilities-Wtr-Ww Charges-\$7,655.04; Clean Sweep Industries-Brooms-\$335.00; Cleaner Floors-Supplies-\$24.21; Collaborative Summer-Reading Supplies-\$579.33; Corona Village-Travel-\$54.77; Credit Collection Service-Utility Collection-\$144.50; Crescent Electric -Electrical Supplies-\$346.51; Cricut-Ofc Supplies-\$279.99; Cutratebatteries-Motorola Battery-\$197.50; Days Inn-Lodging-\$740.00; Delight Donuts-Employee Appreciation-\$94.60; Dept Of Ag-Spraying Certification-\$107.64; Dept Of Health-Water Samples-\$282.00; Derrick Zock-Pull Start-\$21.80; DOC-Work Program-\$71.40; Dollar Tree-Program Supplies-\$7.99; Dominos-Employee Appreciation-\$135.37; Douglas Industries-Tennis Wind Screen-\$1,750.80; Dri Printplace-Ofc Supplies -\$86.95; DSS-SD Child Support-\$1,316.84; Dunhams-Pickleball Supplies-\$62.94; EBay-Spraying Certification-\$70.00; EBay-UPS Battery-\$37.50; EBay-Toner-\$99.98; EBay-USB Tuner-\$19.99;. Echo Electric-Led Panel-\$548.01; Ehresmann Eng-4X4 Angle-\$124.96; El Columpio-Travel-\$50.65; Eldt- CDL Training-\$25.00; Equip Blades-Double Bevel-\$5,114.32; ESRI-Drone2map-\$1,352.05; Fair Manufacturing-Snow Blower Parts-\$730.00; Fastenal-Screws/Nuts-\$370.23; Fejfar Plumbing-Laundry Box-\$455.00; Fenton Const-Marne Creek Restoration-\$91,435.50; Ferguson Enterprises-5/8 Mach Meters-\$10,274.15; Findaway-Wonderbooks-\$47.49; First Dakota-HSA Contributions-\$11,076.64; First National-Cafeteria Plan-\$1,759.16; First Watch-SDPRA Conference-\$150.43; Flexible Pipe Tool -Flusher Truck-\$155.95; Floor Tec-Clubhouse Repairs-\$13,642.43; Fluitek-Annual Blower Filters-\$1,130.56; Foote/Jason-Travel-\$92.00; Frey/Brandon-Per Diem-\$175.00; FSP-SESD Shrm Dues-\$250.00; Galls-Belt And Tie-\$86.58; Garys Repair-Towing-\$150.00; Geotek Eng & Testing-Testing-\$190.00; Gerstner Oil-Fuel-\$29,500.83; Grainger-Electric Actuator-\$537.84; Graymont WI-Lime-\$6,564.92; GreatLife-Lease Overpayment-\$3,332.34; Groves/Jordan-Travel-\$214.00; Hach-Lab-Supplies-\$1,928.02; Hansen Locksmithing-Keys-\$15.00; Hansen/Brooke-Boot Reimbursement-\$150.00; Hanson Briggs Advertising-Tow Stickers-\$298.50; Hardees-Travel-\$21.05; Hauppauge Computer- USB Tuner-\$100.00; Hawkins-Chemicals-\$1,853.07; HDR Engineering-WW Master Plan-\$29,526.25; Heartland Humane Society-Fees-\$25,000.00; Hofer/Michael-Boot Reimbursement-\$150.00; Hotel Reservation-NDPRA Training-\$443.88; Hotelbooking- NDPRA Training-\$15.99; Hy-Vee-Supplies-\$60.00; IHop-SDPRA Conference-\$54.00; IACP-Wellness Training-\$200.00; ICMA Retirement-ICMA Contributions-\$3,314.52; In Guardian Alliance-Background Checks-\$204.00; In Niche Academy-Prof Serv-\$1,400.00; INA Store-Kubota Repairs-\$177.15; Institute For Envir-Testing -\$275.00-IPY Midwest Alarm-Alarm Monitoring-\$70.50; IR Industrial-Service Kit-\$947.82; J&H Care & Cleaning-Janitorial-\$4,100.00; J2 Metrofax-Fax Service-\$11.95-Jacks Uniforms-Carrier Name Tag-\$506.32; JCL Solutions-Supplies-\$577.90; Jimmy Johns- SDPRA Conference-\$46.29; JJ Benji's-League Shirts-\$2,335.00; Johns Service-Tires-\$230.00; Johnson/Cynthia-Capital Bldg-\$100.00; Johnson/Rebecca-Capital Bldg-\$100.00; Jones Const-WWTP EDA Const-\$124,346.70; KConstr-Repairs-\$35,204.15; Kaiser Heating & Cooling-Repairs-\$1,541.46; Kaiser Refrigeration-Washer And Dryer-\$1,080.99; Keitel/Jennifer-Boot Reimbursement-\$150.00; Kirchner/Les-Travel-\$214.00; KLJ Engineering-Design Serv-\$20,000.00; Knife River-Concrete-\$221.00; Koletzky Implement-Hardware -\$1.36; Kopetskys Ace-Torch Kit-\$217.72; Kum&Go-SDPRA Conference-\$72.00; Lamb Motor-2002 Ford Explorer-\$35,025.00; Language Line-Translation Services-\$141.89; Lewis & Clark BHS-Evaluation-\$504.00; Lewis & Clark Ford-Mirror Assembly-\$933.32; LLRMI-Conference-\$1,275.00-Locators & Supplies-Locate Flags-\$1,659.39; Longs Propane-Propane Tank Refills-\$28.00; Lumen-Fiber Internet-\$347.36; Marriott-Travel-\$291.78; Marriott-Travel-\$60.16; Mayer Signs-Vehicle Lettering-\$188.78; McGrath North-Prof Serv-\$155.00; Mead Lumber-Amphitheater Repairs-\$142.99; Menards-Shop Shelving-\$3,511.83; Meridian Eye Care-New Hire Exam-\$50.00; Meridian Venue-Prof Serv-\$500.00; Merkel Electric-Repairs-\$1,245.81; MG Scientific-Heating Element-\$755.36;

Midam Energy-Fuel-\$27,621.60; Midwest Alarm-Fire Alarm Testing-\$691.00; Midwest Laboratories -Shipping-\$13.00; Midwest Radiator-Angling Cylinder-\$869.90; Midwest Tape-AV-\$631.84; Millenium Recycling-Single Stream Recycling-\$1,866.90; Minnesota Life - Life Group Insurance-\$666.52; Money Movers-SAC Maint Fee-\$11.25; Monson/Joshua-Boot Reimbursement-\$139.99; Morrow/Joseph-Design Work-\$4,320.00; Motor Vehicle-Title And License-\$110.20-Motorola - Software Renewal-\$5,330.00; Napa Auto-Annual Belts-\$1,477.36; National Association-Nasro Membership-\$40.00; NDRPA-CPSI Course-\$1,635.00; NE DOR-NE State Income Tax-\$1,010.19; Newenglanddoorcloser-Door Repair-\$280.50; Northern Truck Equip-Parts-\$748.44; Northtown Auto-Seal, Slinger, Bearing-\$987.69; NW Energy-Electricity-\$81,425.53; Observer-Ads-\$48.00; Ofarrell/Sarah-Travel-\$64.00; Olive Garden -SDPRA Conference-\$60.37; Olson/Jeremy-Boot Reimbursement-\$150.00; Olson's Pest-Pest Control-\$198.00; Olsons Pest-Pest Control-\$93.00; Oreilly Auto-Battery, Starter-\$1,276.71; OTC Brands-Supplies-\$33.98; Overdrive Dist-E-Books-\$1,529.49; Paddleintofitness-Postage-\$44.67; Pavel/Brandon-Travel-\$214.00; Paymentcanvasonsale-Office Photo -\$134.61; PB&J Catering-SDPRA Conference-\$66.33; Peace Officer Assn-Membership-\$100.00; Pfeifer Implement-Equip Repairs-\$652.33; Pfeifers-Marne Creek Mower-\$24,982.16; PG Plumbing Heating-Labor-\$6,579.92; Pheasantland Ind-Safety Apparel-\$1,074.27; Pitney Bowes-Postage-\$200.00; Power Source Electric-Repairs-\$2,201.24; Press Dakotan-Commission Minutes-\$721.96; Pressure Washers- Hose Reel-\$265.98; Principal Ins-Dental Ins-\$6,963.11; PSN-CC Merchant Fees-\$69.85; Push Pedal Pull-Equipment Repairs-\$964.76; QT-SDPRA Conference-\$61.00; Quiznos-Travel-\$54.18; Racom Corp-Radio Access-\$35.80; Retirement SD-SD Retirement-\$94,657.97; Richie Brickhouse-Travel-\$49.60; Riverside Hydraulics-Hose, Fittings, Couplers-\$1,452.38; Riverside Technologies-HP Computer-\$12,435.00; Rons Auto Glass-Windshields-\$1,248.00; Royal Sport Shop-Prof Serv -\$32.40; Saber Shred Solutions-Tires-\$9,664.60; Sanitation Products- Parts-\$4,850.04; SCBAS-Gauge-\$86.43; SD State Treasurer -Undelivered UT Deposits-\$400.86; SDbuilding-Conference-\$175.02; SDmuncileag-SDML Dist Mtg-\$154.43; SDpolice-Written Police Tests-\$252.23; SDSRP-SD Retirement-\$17,004.76; Shell Oil-Fuel-\$72.27; Sheraton-SDPRA Conference-\$70.91; Sheraton-SDPRA Conference- \$1,999.89; Sherwin Williams-Supplies-\$207.76; Sign Solutions-Signs-\$18,477.74; Slowey Const-Mead Property Develop-\$148,898.37; Societyforhumanresource-Dues-\$473.00; South Dakota Nurse-Agricultural Supplies-\$95.00; SoutheastSD-Advertising-\$2,875.00; State Supply Company I-Boiler Pump And Parts-\$723.02; Stockwell Engineers-Mead Property Develop-\$16,320.00; Sturdevants-Filters-\$1,924.94; Subway-Meeting-\$51.60; Sytech Inc-Reporter Service-\$600.00; Tag Firearms-Ballistic Shield-\$16,406.00; The Collision Ctr-Fender Repair-\$390.00; The International Soc-NFPA Class-\$50.00; Third Millennium-Utility Billing-\$707.97; Tinting Pros-Patrol Car Tinting-\$349.00; Titan Machinery-Garage Parts-\$660.07; Titan Machinery-Bobcat Repairs-\$546.71; TMA-Truck Tires-\$920.00; Toms Electric-Repairs-\$1,698.46; Transource-Parts-\$1,659.26; TRK Hosting-Internet Access-\$7.95; Truck Trailer-Parts-\$4,241.50; TSC-Dog Food- \$83.99; UKG-Payroll Software-\$2,039.50; United Way-United Way - \$172.00; UPS-Shipping-\$610.48; US Bank-Drinking Wtr-\$751,946.39; US Treasury-Federal WH Tax-\$ 180,437.26; UScutter-Vinyl Cutter-\$ 468.47; USPS-Postage Meter-\$838.53; USPS- Utility Billing Postage-\$2,388.07; USPS-Postage-\$57.30; Verizon-Internet Access-\$1,204.79; Viddler-Video Hosting-\$41.49; Walgreens-Program Supplies-\$9.58; Walmart-Exercise Equip-\$418.86; Walmart-Desk Parts-\$206.35; Walmart-Reading Program-\$812.41; Water Technologies-HFAC Maintenance Plan-\$2,650.00; WPY Firenuggets-Fire Conference-\$325.00; YAA-Summer Band-\$3,600.00; Yankton Co Auditor-Cost Component-\$15,740.81; Yankton Fire & Safety-Fire Safety-\$632.75; Yankton Janitorial-Supplies-\$283.15; Yankton Rexall Drug-Lab Equipment Shipping-\$18.02; Yankton Vol Fire Dept-Fire Drill/Calls-\$630.00; Yankton Winnelson-Garage Heater Fan-\$351.65; Yanktonmedia-

CMAR Notice-\$48.68; Yearli- ACA Filing-\$589.68-Yesway-Fuel-\$56.95; YMC-Firefighter Physicals -\$1,988.00; YMC-New Hires/Random Testing-\$599.00

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

February 2023 Salaries By Department: Administration \$58,465.78; Finance;\$38,115.61; Community Development \$30,162.80; Police/Dispatch \$204,725.60; Fire \$15,049.46; Engineering / Sr. Citizens \$47,144.29; Streets \$65,810.95; Snow & Ice \$0.00; Traffic Control \$5,264.39; Library \$36,881.73; Parks / Sac \$84,417.50; Huether Aquatics \$0.00; Marne Creek \$7,897.69; Water \$47,286.07; Wastewater \$45,897.16; Cemetery \$5,293.54; Solid Waste \$35,317.41; Landfill / Recycle \$25,590.80; Central Garage \$9,781.05

New Hires

Police Department: Jorge Ledezma, Officer, \$2,072.62 biweekly; Brett Craig, Officer, \$2,072.62 biweekly.

Wage Changes

Finance Department: Sara VanderTuig, Finance Generalist, \$1,850.23 to \$1,873.57 biweekly. Parks and Recreation Dept: Carole Kling, Water Safety Instructor, \$11.00 to \$14.00/hour.

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

Public Appearances: Citizen Pat Grant expressed concerns about rental housing conditions and mistreatment of renters. She also presented Commissioners a handout of Vermillion’s rental housing code.

Action 23-060

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

1. Work Session

Setting date of March 27, 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. Establishing public hearing for sale of alcoholic beverages

Establish March 27, 2023 as the date for the public hearing on the request for a Special Events Retail (on-sale) Liquor License for 1 day, April 1, 2023, from Ben’s Brewing Co. (Ben Hanten, Owner), 222 West 3rd Street, Sacred Heart Gala, St. Benedict Church Dining Room, 1500 Saint Benedict Drive, Yankton, SD 57078.

3. Establishing public hearing for transfer of alcoholic beverages license

Establish March 27, 2023 as the date for the public hearing on the request for the transfer of ownership and location for a Retail (on-off sale) Malt Beverage & SD Farm Wine License for July 1, 2022, to June 30, 2023, from Zaccon, Inc. (Robert A Zacher, President), d/b/a Roadrunner Convenience Mart, 300 West 23rd Street, Suite II, to Diggers, Inc. (Larry Olson, Partner) d/b/a Diggers 2.0, 511 West 4th Street, Suite B, Yankton, SD 57078.

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

Action 23-061

This was the time and place for the public hearing on the application regarding the request for a Special Events retail (on-sale) Liquor License for 3 days, April 14-16, 2023 from SDJCI Senate, (Cindy Crooks, President) dba SDJCI Senate, NFAA, 800 Archery Lane, Yankton, South Dakota. (Memorandum 23-40) No one was present to speak for or against the application. Moved by Commissioner Webber, seconded by Commissioner Benson, to approve the license.

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

Action 23-062

Moved by Commissioner Johnson, seconded by Commissioner Webber, to approve the Ninth Amendment to the Joint Powers Agreement. (Memorandum (23-39).

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

Action 23-063

Moved by Commissioner Benson, seconded by Commissioner Miner, to approve Resolution 23-07 (Memorandum 23-41)

RESOLUTION 23-07

A RESOLUTION APPROVING THE REVISED PERSONNEL MANUAL FILED BY THE CITY MANAGER WITH THE CITY FINANCE OFFICER WHICH PROVIDES RULES AND REGULATIONS RELATIVE TO ALL OFFICERS AND EMPLOYEES OF THE CITY OF YANKTON, SOUTH DAKOTA

WHEREAS, it is recognized that a sound personnel program is a major element in securing and retaining qualified employees who will perform the municipal services most efficiently for the citizens of Yankton, and,

WHEREAS, the City Manager has determined that it is desirable that uniform policies and procedures concerning personnel matters are made applicable to all employees of the City of Yankton; and,

WHEREAS, under the provision of the Commission-Manager form of government of the State of South Dakota, SDCL 9-10-13 and the Yankton Code of Ordinances, the City Manager has the responsibility to provide rules and regulations in regard to their employment;

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

Section 1. That the Personnel Manual filed with the City Finance Officer and the Board of City Commissioners is hereby approved, subject however to its further amendments as may from time to time be necessary or required.

Section 2. That the City Manager shall have the right to amend said Personnel Manual from time to time as may be required; said amendments shall be forwarded to an employee advisory committee for comment; and, that said amendment shall require the approval of the Board of City Commissioners. Provided, however, that nothing contained therein shall relieve the City Manager of her duty and obligation to administer the affairs of the various departments of the city and to make such administrative decisions as may be necessary for the proper administration of each department which are consistent and do not conflict with the Yankton Code of Ordinances, state statute, or federal law.

Section 3. That in the event any rules and regulations set forth in said Personnel Manual are in conflict with any federal or state laws or ordinances of the City of Yankton, South Dakota, such federal or state laws or ordinance of the City of Yankton, SD, shall be controlling.

Section 4. This resolution shall be in full force and effect from and after its adoption, repealing any previous resolutions adopted for same or similar purpose.

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

Action 23-064

Moved by Commissioner Webber, seconded by Commissioner Johnson, to approve the election workers outlined in Memorandum 23-42 and approve compensation for said election workers as follows: \$200.00 for the Superintendents, \$180.00 for the Deputies, and \$60.00 for Absentee Ballot Counters. Payment for the E-Poll book refresher training will be \$35.00 for attending. (Memorandum 23-42)

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

Action 23-065

Moved by Commissioner Schramm, seconded by Commissioner Miner, to authorize the Mayor to appoint three commissioners (Villanueva, Brunick, Webber) to serve on the Consolidated Board of Equation and one commissioner (Benson) to serve as an alternate. (Memorandum 23-38)

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

Action 23-066

Moved by Commissioner Villanueva, seconded by Commissioner Brunick, to approve Resolution #23-08. (Memorandum 23-43)

RESOLUTION #23-08

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

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

SURPLUS PROPERTY TO BE TRADE-IN

| Year | Description | Division |
|-------------|--|-----------------|
| 2020 | Hustler mower serial number ending: 0339 | Cemetery |
| 2020 | Hustler mower serial number ending: 0341 | Cemetery |

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

Action 23-067

Moved by Commissioner Schramm, seconded by Commissioner Benson, to approve the purchase of a 2023 Ford F350 truck and upgrades for the Parks Department at a cost of \$56,194. (Memorandum 23-44)

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

Action 23-068

Moved by Commissioner Johnson, seconded by Commissioner Schramm, to authorize the City Manager to execute the contract for professional services with HDR in an amount not to exceed \$5,822,372.00 (Memorandum 23-45)

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

Action 23-069

Moved by Commissioner Villanueva, seconded by Commissioner Benson, to adjourn into Executive Session at 7:37 p.m. to discuss contractual, litigation and personnel matters under SDCL 1-25-2.

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

Regular meeting of the Board of City Commissioners of the City of Yankton was reconvened by Mayor Moser. Roll Call: Present: Commissioners Benson, Brunick, Johnson, Maibaum, Miner, Schramm, Villanueva and Webber. City Attorney Den Herder and City Manager Leon were also present. Quorum present.

Action 23-070

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

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

March 13, 2023

Page 8

Stephanie Moser
Mayor

ATTEST:

Al Viereck
Finance Officer

Published on March 22, 2023



OFFICE OF THE CITY MANAGER

www.cityofyankton.org

VOL. 58 NUMBER 6

Commission Information Memorandum

The Yankton City Commission meeting on Monday, March 27, 2023 will begin at 7:00 pm.

Non-Agenda Items of Interest

1) Community & Economic Department Update

April is National Safe Digging Month. Warmer weather brings the start of yard and garden projects. It's a good time to remember that people should call 811 before starting a home project that involves digging no matter how small it may be. The service is free and important to keeping everyone safe and utilities functioning. Staff works with those planning a building project to be aware of the importance of calling 811 first, but even small projects that don't require a building permit must call for locates before digging. Keep yourself and your community safe by contacting 811 to have the approximate location of buried utilities marked with paint or flags before breaking ground.

2) Finance Department Update

As a reminder, the deadline for voter registration for the April 11th municipal election is Monday, March 27, 2023. Absentee voting will begin on March 27 and end on April 10 at 5:00 p.m. Absentee voting at the City Hall gym will operate 8:00 a.m. to 5:00 p.m. during the Monday-Friday work week. A mail-in absentee ballot may be requested by submitting a South Dakota Absentee Ballot Application Form with a copy of an acceptable ID such as a driver's license. Please download this application at sdsos.gov/elections-voting/voting/absentee-voting.aspx or stop outside the Finance Office to pick up the application.

There will be two municipal vote centers for the April 11th election. They will be located at Yankton City Hall and the North Fire Station. Voters will be able to cast their ballot at either one of the designated vote centers between 7:00 a.m. to 7:00 p.m.

The City of Yankton Finance Office joined Connecting Cultures on March 23rd for a presentation on utility billing.

Please see the Finance Monthly Report for February enclosed in your packet.

3) Human Resources & Employee Engagement Department Update

Interviews for Yankton Police Detective were held on March 7. Officer Brooke Hanson has accepted this position.

With the upcoming retirement of Brian Frick, the position of Grounds Maintenance Worker in the Parks and Recreation Department is now open. Deadline to submit applications is Friday, April 7.

Summer seasonal positions have been opened. We are accepting applications for a variety of positions. Preference will be given to applications received by April 1. Positions will be then be filled as needed during the season from applications on file. Interested applicants can visit cityofyankton.org. There is a link to our employment application under “Employment”. If this option is not available to an applicant, please contact the HR office (668-5222) and an application will be mailed out.

Departmental meetings are underway with all staff to discuss the changes with the recently adopted personnel manual.

The City of Yankton Health Fair has been scheduled for Wednesday, April 12 in the City Hall Gym. The City of Yankton has partnered with Well 365 out of Sioux Falls to offer monthly wellness presentations. These will be held on the third Wednesday of each month via Zoom. Employees can watch live or a recording will be sent out for employees to watch at their convenience.

4) Parks and Recreation Department Update

An update on the various activities in the Parks & Recreation Department is included in this packet.

5) Fire Department Update

Yankton volunteer firefighters responded to a few vehicle accidents during the past two weeks, mostly due to icy road conditions.

Chief Linke met with Emergency Management, 911 Dispatch, EMS, YPD and the Sheriff to begin refining joint response to significant incidents. The intent is to use Unified Command principles where prioritization of communication is needed on incident scenes. Unified command improves supervision by ensuring that these departments are working together and not independently on joint scenes.

6) Environmental Services Department Update

The RFQ/P advertisement is out for the CMAR procurement. Staff has received confirmation from five potential CMAR contractors that will be proposing on the project. Staff has completed the FRQ/P required site visits with all five potential CMAR contractors. Site visits have lasted from 2 to 3 hours. Contractors toured the site with wastewater plant staff to gain a better understanding of the facility and project scope. The contractors are from South Dakota, North Dakota, and Minnesota. Proposals are due to the City by March 31. Staff will review the proposals and conduct interviews the week of April 17-21.

Distribution staff repaired a water main failure along east Highway 50 near the Yankton Inn. The leak was found the morning of March 20. Based on the location of the leak, both the Yankton Inn and the Kelly Inn would be out of water during the repair. It was determined that the water loss from the leak was manageable and staff would complete the repair overnight to limit disruptions for the customers. Distribution staff came in at midnight and repaired the water main. Water service was restored by 3:30 am.

7) Information Services Department Update

Staff has started work on the 2024 budget. Worksheets will be distributed to departments the first week of April. Staff is also working with the SAC group on a survey and some marketing tools.

8) Public Works Department Update

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

15th Street – Bill Baggs Rd to Alumax Dr: A preconstruction meeting for the 15th Street reconstruction project is scheduled for April 10. D&G Construction will attend and discuss the phasing of the project with city staff. A tentative start date of construction is April 11.

Marne Creek Bank Stabilization: Work in the lower reach of the Marne Creek Bank Stabilization project continues. The contractor has made great strides in grading, fabric installation and some riprap installation. There are many items yet to get accomplished but it has been a great start to a much needed project. The contractor, Fenton Construction, remains confident they will be done by the construction deadline.

Elm Street – 20th St to 21st St: The Elm Street reconstruction plans are currently in the review process. Once done, staff will make the needed corrections/adjustments, assemble the standard specifications and get the project advertised for bids.

This time of year is when developers start gearing up for the upcoming construction season. The Engineering Office has received 3-4 submittals that will need to go through the review process.

Yankton Citywide Cleanup is scheduled to begin curbside pickup April 3, 2023. Placing items curbside before March 25 is not permitted. Items placed curbside before March 25 may be removed at the property owner's expense. Residents on City solid waste collection routes may participate, at no additional cost, by placing items into sorted piles, by type, at their homes. Please have items placed curbside by your regular collection day. Piles should be located directly in front of your property, not in the street, alley, or neighboring property. The Transfer Station will be accepting no charge drop-off from regular collection route customers March 11 through April 8 during the normal operating hours of Monday-Friday 8:00 am – 3:45 pm, and Saturday 8:00 am – 11:45 am. Items not eligible for disposal include tires, grass clippings, leaves, recyclables, refrigerator, air conditioners, dehumidifiers, paint, chemicals or household hazardous waste, oils, and batteries. Motor oil may be taken to the transfer station and disposed of free of charge year around. Please place solid waste and recycle roll carts for regular collection at your normal collection point and away from piles. For more information on citywide cleanup and Transfer Station hours, visit <http://www.cityofyankton.org> or call (605) 668-5211.

Enclosed in this packet is an informational flyer for the Household Hazardous Waste Collection Event scheduled for Saturday, April 15, 2023.

9) Police Department Update

With all of the new departmental staff and position changes, the Police Department has been searching out advance training in areas such as interviewing techniques, supervision, legal liability and risk management. Staff will be submitting training requests in these areas as they become available.

Chief Foote, Fire Chief Linke, and Sheriff Crissey participated in the Rock-A-Thon at The Center to help raise money for Meals on Wheels. Even though the event had to be rescheduled due to the weather they all had a good time for a good cause. Besides working together on fundraising, they are also working together to learn how to establish unified command at scenes when multiple agencies respond to an emergency.

On March 21 the department responded to a situation at the Yankton Middle School. Police Department staff were dealing with other situations in the area but the YPD was able to get immediate assistance from the Yankton County Sheriff's Department, South Dakota Highway Patrol, and the South Dakota Division of Criminal Investigation. Due to this quick response for assistance and working together to properly investigate the incident, it was quickly determined that there was no danger to the students and staff.

Commander Rothenberger and Sergeant O'Farrell attended Central Square's South Dakota's User Group meeting in Sioux Falls. This meeting brought together all departments in the state that use Central Square as a law enforcement tracking software, helping to gain insight on how other agencies use the software.

The Police Department is participating in a "National Driving under the Influence" campaign. Federal dollars for highway safety will be used to put extra officers on patrol, watching for impaired drivers and making the roads safer for the general public. YPD will be participating in several mobilizations during the year focusing on driving under the influence, speeding, seatbelt, and distracted driving in an effort to help make the roads safer for the community.

Commander Rothenberger recently attended a meeting about Highway Safety laws for the 2024 fiscal year.

10) Library Update

We were thrilled to host our Ninth Annual Weekends at the Oscars on March 11-12 and March 18-19. We showed seven Oscar nominated titles along with "Till" which was not nominated for Best Picture. 107 attendees joined us and enjoyed popcorn prepared by the Lewis & Clark Theater and paid for by our wonderful Friends of YCL.

We are partnering with Southeast CASA to offer discussion of the book entitled "What Happened To You" by Dr. Bruce Perry and Oprah Winfrey. The book addresses the effects of childhood trauma. The initial sessions were held on March 21 and the follow up sessions will be on April 18.

We are fortunate to have a staff connection with Greg Nedved, a historian from the Center for Cryptologic History at Ford Meade, Maryland. He will be in Yankton to present "1985: The Year of the Spy" on March 26 at 2:00 pm.

Check our Facebook page for the latest info on more fun events, book recommendations, and all things library related!

11) Monthly reports

The Joint Powers Solid Waste Authority monthly report is included for your review as well as minutes from the Airport Advisory Board Meeting.

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

Sincerely,

Amy Leon, City Manager

FINANCE MONTHLY REPORT

| ACTIVITY | FEBRUARY 2023 | FEBRUARY 2022 | FEBRUARY 2023 YTD | FEBRUARY 2022 YTD |
|-----------------------------------|-----------------------|---------------------|-----------------------|-----------------------|
| UTILITY BILLING: | | | | |
| Water | | | | |
| Water Sold (in gallons per 1,000) | 44,583 M | 42,920 M | 88,819 M | 85,509 M |
| Water Billed | \$508,745.64 | \$495,776.15 | \$1,013,807.94 | \$973,643.60 |
| Basic Water Fee/Rate per 1000 g | \$27.51/6.30 | \$27.51/6.30 | | |
| Number of Accounts Billed | 5,473 | 5,431 | 10,964 | 10,862 |
| Number of Bills Mailed | 5,473 | 5,431 | 10,964 | 10,862 |
| Total Meters Read | 5,968 | 5,907 | 11,935 | 11,811 |
| Meter Changes/pulled | 5 | 5 | 9 | 10 |
| Total Days Meter Reading | 1 | 1 | 2 | 2 |
| Misreads found prior to billing | 0 | 0 | 0 | 0 |
| Customers requesting Rereads | 0 | 0 | 0 | 0 |
| Sewer | | | | |
| Sewer Billed | \$387,141.16 | \$348,923.76 | \$766,322.18 | \$685,223.80 |
| Basic Sewer Fee/Rate per 1000 g | \$17.53/\$6.80 | \$11.22/\$6.80 | | |
| Solid Waste | | | | |
| Solid Waste Billed | \$109,714.89 | \$108,749.23 | \$219,516.33 | \$217,585.83 |
| Basic Solid Waste Fee | \$23.61 | \$23.61 | | |
| Tax Billed | \$7,095.35 | \$7,028.20 | \$14,196.37 | \$14,062.20 |
| Misc. Billed | \$300.00 | \$810.00 | \$1,145.00 | \$1,320.00 |
| Total Utility Billing: | \$1,012,997.04 | \$961,287.34 | \$2,014,987.82 | \$1,891,835.43 |
| Adjustment Total: | (\$20.00) | (\$30.00) | (\$349.70) | (\$70.00) |
| Misread Adjustments | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Other Adjustments | \$0.00 | \$0.00 | (\$309.70) | \$0.00 |
| Penalty Adjustments OFF | (\$60.00) | (\$80.00) | (\$130.00) | (\$130.00) |
| Penalty Adjustments ON | \$40.00 | \$50.00 | \$90.00 | \$60.00 |
| New Accounts/Connects | 35 | 53 | 100 | 101 |
| Accounts Finaled/Disconnects | 38 | 38 | 90 | 98 |
| New Accounts Set up | 0 | 4 | 8 | 7 |
| Delinquent Notices | 328 | 388 | 764 | 768 |
| Doorknockers | 126 | 140 | 259 | 239 |
| Delinquent Call List | 91 | 47 | 179 | 79 |
| Notice of Termination Letters | 9 | 5 | 22 | 11 |
| Shut-off for Non-payment | 5 | 4 | 10 | 7 |
| Delinquent Notice Penalties | \$3,280.00 | \$3,880.00 | \$7,640.00 | \$7,680.00 |
| Doorknocker Penalties | \$1,260.00 | \$1,400.00 | \$2,590.00 | \$2,390.00 |
| Other Office Functions: | | | | |
| Interest Income | \$194,048.88 | \$9,958.10 | \$400,060.99 | \$20,842.08 |
| Interest Rate-Checking Account | 4.93% | 0.40% | | |
| Interest Rate-CDs | N/A | N/A | | |
| # of Monthly Vendor Checks | 104 | 90 | | |
| Payments Issued to Vendors | \$1,718,318.61 | \$1,687,633.65 | \$4,608,387.16 | \$4,001,522.79 |
| # of Employees on Payroll | 191 | 181 | | |
| Monthly Payroll | \$545,984.17 | \$486,464.21 | \$1,115,752.91 | \$1,010,030.61 |

Commission Information Memorandum

PARKS AND RECREATION DEPARTMENT

SUMMIT ACTIVITIES CENTER and RECREATION PROGRAMS

Summit Activities Center Membership Information:

| | Current | Last | Change |
|---|------------|------------|------------|
| ○ Active & Fit/Renew Active/Silver Sneakers | 114 | 109 | 5 |
| ○ Adult Annual | 41 | 35 | 6 |
| ○ Adult EFT | 41 | 40 | 1 |
| ○ Adult Monthly | 182 | 172 | 10 |
| ○ City of Yankton Single | 46 | 45 | 1 |
| ○ Firefighter Single | 17 | 21 | -4 |
| ○ 10 Use Punch card | 55 | 55 | 0 |
| ○ Individual Annual | 155 | 175 | -20 |
| ○ Individual Corporate | 0 | 0 | 0 |
| ○ Individual Monthly | 32 | 38 | -6 |
| ○ Youth Annual | 24 | 23 | 1 |
| ○ Youth EFT | 16 | 16 | 0 |
| ○ Youth Monthly | 111 | 125 | -14 |
| Total # of Active Members | 834 | 854 | -20 |

- Attendance – 3,697 (2,555 SAC, 1,142 GL) compared to 1,785 (SAC only) in 2022
- Total Cash Revenue at the SAC 3/1-15/23 – \$23,820.18 compared to \$12,111.24 in 2022
- Great Life Reimbursement Payment:
 - February 2023: \$3,472.50 (\$2,532.00– February 2022)
- Aqua Zumba
 - Participation – 24 Participants
- H2O Sculpt
 - Participation – 0 Participants
- Power Abs
 - Participation – 40 Participants
- Prime Time Senior Class
 - Participation – 52 Participants
- Strength & Flexibility
 - Participation – 23 Participants

- **STRONG Nation**
 - Participation – 6 Participants
- **Tabata**
 - Participation – 43 Participants
- **Trim & Tone**
 - Participation – 28 Participants
- **Turbo Kick**
 - Participation – 22 Participants
- **Water Aerobics Classes**
 - Participation – 23 Participants
- **Work Out Express Class**
 - Participation – 15 Participants
- **Yoga**
 - Participation – 22 Participants
- **Zumba**
 - Participation – 48 Participants
- **Zumba Gold**
 - Participation – 60 Participants
- **Birthday Party Rentals**
 - Participation – 4 Birthday Parties
- **Auxiliary/Main Gym Rentals**
 - Hours Rented – 33 Hours
- **Theater Rentals**
 - Hours Rented – 8 Hours
- **Meeting Rooms**
 - Hours Rented – 0 Hours
- **City Hall Rentals**
 - Hours Rented – 5 Hours
- **Capital Building Rentals**
 - Days Rented – 1

- **Park Shelters**
 - Riverside - 0 Rentals
 - Memorial – 0 Rentals
 - Westside – 0 Rental
 - Meridian Bridge – 0 Rental
- Men's Basketball League Concluded
 - 9 Teams (11 Teams in 2022)
- Monday, March 6- SAC Pool water dumped for cleaning and maintenance.
- Thursday, March 16- SAC Pool opened back up.
- Pickle ball courts are available at the SAC for morning play. A third court has been added.
- Luke has begun evaluating musical acts for the 2023 season of Music at the Meridian.
- Luke is working on the fireworks order for July 4. Luke is planning on having the fireworks display from the upper deck of the Meridian Bridge.
- The Recreation Staff have begun working on a digital summer recreation brochure for 2023.

PARKS

The Parks Department will be dismantling two sets of bleachers at Riverside Baseball Stadium and removing them from the facility. The bleachers no longer meet safety standards. Replacement sets of bleachers have been ordered.

The Parks Department is utilizing Planning and Development District III staff to write and apply for grants to help with conversion of the tennis courts to pickle ball courts at Westside Park. An Avera Community Partnership Grant, an AARP Grant, and a Land, Water, and Conservation Fund Grant are all being submitted this spring.

The Parks, Trails, and Cemetery staff have been removing snow and ice as needed from City properties, trails, parking lots and public right-of-ways.

Staff is examining the 2023 Capital Budget and planning to make purchases for budgeted items.

The Parks Department is working with the Street Department to take down dead, diseased, or hazardous trees on City property and in street ROW's. Parks staff are trimming trees in parks and green spaces maintained by the City. The Street Department helps in this effort with large limbs. Ash trees are being removed also as a part of the Emerald Ash Borer Mitigation Plan for ROW's, boulevards, and City owned property. The goal is to take approximately 100 Ash trees each year for six years to avoid having to take down an overwhelming number of Ash trees once the EAB is in our area.

2023 Household Hazardous Waste Collection Event

The City of Yankton will be holding its annual Household Hazardous Waste (HHW) Collection Event on Saturday, April 15th, 2023 from 9:00AM-1:00PM at the Yankton Transfer Station. This event is offered to residents as an opportunity to safely and easily dispose of common household hazardous materials that could potentially cause environmental and public health hazards if disposed of improperly.

Event Details:

When: Saturday, April 15th, 2023; 9:00AM-1:00PM

Collection Location:

Yankton Transfer Station
1200 West 23rd Street

Cost: \$15 per vehicle. Please bring exact change to help lines move faster. Make checks payable to City of Vermillion. Sorry, no credit/debit cards accepted.

This event is for Household Waste and will not accept Business, School or Commercial Waste.

Examples of Household Hazardous Waste Include:

Household Products & Garden

Button batteries, rechargeable batteries; dry-cleaning solvent; mercury switches and thermometers; bug sprays, flea collars; peroxide; pesticides, herbicides; room deodorizers, disinfectants; oven cleaner, sanitizers, drain cleaners, toilet bowl cleaners; NiCad batteries; floor polish, floor wax; silver and metal polishes; nail polish; furniture polish; mothballs, powdered bleach.

Garage & Workshop

Florescent bulbs; latex paint, oil-based paint; paint thinners, paint strippers; used automobile oil, antifreeze, transmission fluid, brake fluid, fuel additives; kerosene, gasoline/oil mixtures, gasoline and other fuels; oil filters; parts cleaner; lead acid batteries, battery acid; and containers with unknown substances. Dry hardened paint may be disposed of with regular garbage.

Please do NOT bring:

Ammunition, compressed gas cylinders, propane cylinders; car batteries; microwaves, refrigerators, washing machines, clothes dryers, other large household appliances; computers, stereos, televisions; explosives, fireworks; medical waste, prescription drugs, sharps/needles; radioactive wastes; tires of any type.

For more information, please visit our website www.cityofyankton.org or call 605-668-5211.

416 Walnut St
PO Box 176
Yankton, SD 57078-0176
Phone (605) 668-5251
www.cityofyankton.org



EQUAL OPPORTUNITY EMPLOYER

| Description | Yankton Transfer | Vermillion Landfill | Total Joint | 2 Month Budget | Legal 2023 Budget |
|---------------------------------------|---------------------|------------------------|----------------|-------------------|----------------------|
| Joint Power Transfer/Landfill | | | | | |
| <i>Total Revenue</i> | \$223,779.49 | \$142,480.38 | \$366,259.87 | \$393,100.00 | \$2,358,600.00 |
| <i>Expenses:</i> | | | | | |
| Personal Services | 48,667.62 | 60,760.07 | 109,427.69 | 140,004.67 | 840,028.00 |
| Operating Expenses | 52,437.06 | 110,432.55 | 162,869.61 | 176,975.50 | 1,061,853.00 |
| Depreciation (est) | 45,789.72 | 42,164.00 | 87,953.72 | 75,949.33 | 455,696.00 |
| Trench Depletion | 0.00 | 35,809.00 | 35,809.00 | 38,333.33 | 230,000.00 |
| Closure/Postclosure Resrv | 0.00 | 1,700.90 | 1,700.90 | 4,333.33 | 26,000.00 |
| Amortization of Permit | 0.00 | 273.71 | 273.71 | 250.00 | 1,500.00 |
| <i>Total Operating Expenses</i> | 146,894.40 | 251,140.23 | 398,034.63 | 435,846.17 | 2,615,077.00 |
| <i>Non Operating Expense-Interest</i> | 0.00 | 8,375.70 | 8,375.70 | 12,243.50 | 73,461.00 |
| <i>Landfill Operating Income</i> | 76,885.09 | (117,035.55) | (40,150.46) | (54,989.67) | (329,938.00) |
| Joint Recycling Center | | | | | |
| <i>Total Revenue</i> | 0.00 | 9,482.80 | 9,482.80 | 17,583.33 | 105,500.00 |
| <i>Expenses:</i> | | | | | |
| Personal Services | 0.00 | 28,758.16 | 28,758.16 | 43,682.17 | 262,093.00 |
| Operating Expenses | 0.00 | 7,225.21 | 7,225.21 | 22,250.00 | 133,500.00 |
| Depreciation (est) | 0.00 | 7,944.00 | 7,944.00 | 6,333.33 | 38,000.00 |
| <i>Total Operating Expenses</i> | 0.00 | 43,927.37 | 43,927.37 | 72,265.50 | 433,593.00 |
| <i>Non Operating Expense-Interest</i> | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| <i>Recycling Operating Income</i> | 0.00 | (34,444.57) | (34,444.57) | (54,682.17) | (328,093.00) |
| <i>Total Operating Income</i> | \$76,885.09 | (\$151,480.12) | (\$74,595.03) | (\$109,671.83) | (\$658,031.00) |
| Tonage in Trench: | <u>2/28/2022</u> | <u>2/28/2023</u> | | | |
| Asbestos | 8.41 | 5.74 | 5.74 | 8.33 | 50.00 |
| Centerville | 33.50 | 57.97 | 57.97 | 183.33 | 1,100.00 |
| Beresford | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Clay County Garbage | 2,066.31 | 2,180.87 | 2,180.87 | 2,416.67 | 14,500.00 |
| Elk Point | 150.93 | 173.46 | 173.46 | 43.33 | 260.00 |
| Yankton County Garbage | 3,321.72 | 3,251.23 | 3,251.23 | 3,983.33 | 23,900.00 |
| <i>Total Tonage in Trench</i> | 5,580.87 | 5,669.27 | 5,669.27 | 6,635.00 | 39,810.00 |
| Operating Cost per ton | | | \$70.21 | \$67.53 | \$67.53 |

This report is based on the following:

Revenue accrual thru February 28, 2023

Expenses cash thru February 28, 2023 with March bills

Joint Powers Solid Waste Authority
Financial Report Thru February 28, 2023

| Description | Yankton Transfer | Vermillion Landfill | Total Joint | 2 Month Budget | Legal 2023 Budget |
|---------------------------------------|---------------------|------------------------|-----------------------|-----------------------|-----------------------|
| Source of Funds | | | | | |
| <i>Beginning Balance</i> | \$262,149.47 | \$2,536,832.00 | \$2,798,981.47 | \$2,798,981.47 | \$2,798,981.47 |
| <i>Operating Revenue:</i> | | | | | |
| Net Income | 76,885.09 | (151,480.12) | (74,595.03) | (109,671.83) | (658,031.00) |
| Depreciation | 45,789.72 | 50,108.00 | 95,897.72 | 82,282.67 | 493,696.00 |
| Trench Depletion | 0.00 | 35,809.00 | 35,809.00 | 38,333.33 | 230,000.00 |
| Amortization of Permit | 0.00 | 273.71 | 273.71 | 250.00 | 1,500.00 |
| <i>Non Operating Revenue:</i> | | | | | |
| Grant | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Loan Proceeds | 0.00 | 0.00 | 0.00 | 250,000.00 | 1,500,000.00 |
| Contributed Capital | 0.00 | 0.00 | 0.00 | 833.33 | 5,000.00 |
| Sale Proceeds | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Comp. for Loss & Damage | 1,973.69 | 0.00 | 1,973.69 | 0.00 | 0.00 |
| Fire Related Expenses | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Interest | 0.00 | 7,594.62 | 7,594.62 | 833.33 | 5,000.00 |
| <i>Cash Flow Transfer:</i> | | | | | |
| Joint Power Transfer/Landfill | (112,710.00) | 112,710.00 | 0.00 | 290,000.00 | 1,740,000.00 |
| Joint Recycling Center | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Total Funds Available | 274,087.97 | 2,591,847.21 | 2,865,935.18 | 3,351,842.30 | 6,116,146.47 |
| Application of Funds Available | | | | | |
| <i>Joint Power Transfer/Landfill</i> | | | | | |
| Equipment | 0.00 | 0.00 | 0.00 | 93,666.67 | 562,000.00 |
| Trench | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Closure/Postclosure Cash Res. | 0.00 | 1,700.90 | 1,700.90 | 4,333.33 | 26,000.00 |
| <i>Joint Recycling Center</i> | | | | | |
| Equipment | 0.00 | 0.00 | 0.00 | 15,666.67 | 94,000.00 |
| <i>Payment Principal</i> | 0.00 | 18,943.51 | 18,943.51 | 57,988.17 | 347,929.00 |
| <i>Appropriation to Reserve</i> | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Total Applied | 0.00 | 20,644.41 | 20,644.41 | 171,654.83 | 1,029,929.00 |
| Ending Balance | \$274,087.97 | \$2,571,202.80 | \$2,845,290.77 | \$3,180,187.47 | \$5,086,217.47 |

| Joint Power Transfer/Landfill Description | Yankton Transfer | Vermillion Landfill | Total Joint | 2 Month Budget | Legal 2023 Budget |
|--|-----------------------------|--------------------------------|------------------------|---------------------------|------------------------------|
| <i>Revenue: (accrual)</i> | | | | | |
| Asbestos | \$0.00 | \$373.13 | \$373.13 | \$1,000.00 | \$6,000.00 |
| Elk Point | 0.00 | 9,627.07 | 9,627.07 | 10,400.00 | \$62,400.00 |
| Centerville | 0.00 | 3,217.37 | 3,217.37 | 2,333.33 | 14,000.00 |
| Beresford | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Clay County Garbage | 0.00 | 125,062.82 | 125,062.82 | 137,500.00 | 825,000.00 |
| Compost-Yd Waste-Wood | 0.00 | 336.67 | 336.67 | 1,583.33 | 9,500.00 |
| Contaminated Soil | 0.00 | 2,939.12 | 2,939.12 | 1,250.00 | 7,500.00 |
| White Goods | 0.00 | 77.50 | 77.50 | 1,000.00 | 6,000.00 |
| Tires | 0.00 | 806.70 | 806.70 | 1,666.67 | 10,000.00 |
| Electronics | 0.00 | 40.00 | 40.00 | 1,000.00 | 6,000.00 |
| Other Revenue | 0.00 | 0.00 | 0.00 | 850.00 | 5,100.00 |
| Cash long | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Rubble | 3,274.22 | 0.00 | 3,274.22 | 8,666.67 | 52,000.00 |
| Transfer Fees | 219,967.37 | 0.00 | 219,967.37 | 225,000.00 | 1,350,000.00 |
| Metal | 537.90 | 0.00 | 537.90 | 833.33 | 5,000.00 |
| Other Operational - Solid Waste | 0.00 | 0.00 | 0.00 | 16.67 | 100.00 |
| Total Revenue | 223,779.49 | 142,480.38 | 366,259.87 | 393,100.00 | 2,358,600.00 |
| <i>Expenses: (cash)</i> | | | | | |
| Personal Services | 48,667.62 | 60,760.07 | 109,427.69 | 140,004.67 | 840,028.00 |
| Insurance | 0.00 | 0.00 | 0.00 | 5,554.67 | 33,328.00 |
| Professional Service/Fees | 14,370.98 | 5,655.42 | 20,026.40 | 31,666.67 | 190,000.00 |
| Non Professional Fees | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Processing- Reduction | 0.00 | 0.00 | 0.00 | 2,000.00 | 12,000.00 |
| State Fees | 0.00 | 5,669.27 | 5,669.27 | 7,750.00 | 46,500.00 |
| Professional - Legal/Audit | 0.00 | 0.00 | 0.00 | 458.33 | 2,750.00 |
| Publishing & Advertising | 0.00 | 0.00 | 0.00 | 466.67 | 2,800.00 |
| Rental | 0.00 | 0.00 | 0.00 | 83.33 | 500.00 |
| Hauling fee | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Equipment repair | 0.00 | 34,341.87 | 34,341.87 | 11,000.00 | 66,000.00 |
| Motor vehicle repair | 0.00 | 1,352.23 | 1,352.23 | 4,083.33 | 24,500.00 |
| Vehicle fuel & maintenance | 21,876.58 | 6,742.20 | 28,618.78 | 45,833.33 | 275,000.00 |
| Equip, Mat'l & Labor | 2,804.75 | 0.00 | 2,804.75 | 10,833.33 | 65,000.00 |
| Building repair | 1,004.00 | 5,103.54 | 6,107.54 | 4,000.00 | 24,000.00 |
| Facility repair & maintenance | 0.00 | 462.67 | 462.67 | 5,833.33 | 35,000.00 |
| Postage | 76.74 | 2.14 | 78.88 | 141.67 | 850.00 |
| Office supplies | 47.88 | 0.00 | 47.88 | 583.33 | 3,500.00 |
| Copy supplies | 0.00 | 0.00 | 0.00 | 62.50 | 375.00 |
| Uniforms | 176.95 | 682.36 | 859.31 | 1,250.00 | 7,500.00 |
| Small Tools & Hardware | 384.99 | 0.00 | 384.99 | 41.67 | 250.00 |
| Travel & Training | 0.00 | 475.95 | 475.95 | 750.00 | 4,500.00 |
| Operating supply | 0.00 | 42,437.71 | 42,437.71 | 30,433.33 | 182,600.00 |
| Electricity | 1,885.42 | 1,762.35 | 3,647.77 | 5,166.67 | 31,000.00 |
| Heating Fuel - Gas | 9,146.93 | 4,800.68 | 13,947.61 | 7,583.33 | 45,500.00 |
| Water | 301.72 | 55.30 | 357.02 | 600.00 | 3,600.00 |
| WW service | 211.86 | 0.00 | 211.86 | 216.67 | 1,300.00 |
| Landfill | 23.61 | 0.00 | 23.61 | 50.00 | 300.00 |
| Telephone | 124.65 | 888.86 | 1,013.51 | 533.33 | 3,200.00 |
| Depreciation (est) | 45,789.72 | 42,164.00 | 87,953.72 | 75,949.33 | 455,696.00 |
| Trench Depletion | | 35,809.00 | 35,809.00 | 38,333.33 | 230,000.00 |
| Closure/Postclosure Resrv | | 1,700.90 | 1,700.90 | 4,333.33 | 26,000.00 |
| Amortization of Permit | | 273.71 | 273.71 | 250.00 | 1,500.00 |
| Total Op Expenses | 146,894.40 | 251,140.23 | 398,034.63 | 435,846.17 | 2,615,077.00 |

| Joint Power Transfer/Landfill Description | Yankton Transfer | Vermillion Landfill | Total Joint | 2 Month Budget | Legal 2023 Budget |
|--|---------------------|------------------------|----------------|-------------------|----------------------|
| <i>Non Operating Expense-Interest</i> | 0.00 | 8,375.70 | 8,375.70 | 12,243.50 | 73,461.00 |
| <i>Bond Issuance Costs</i> | 0.00 | 0.00 | \$0.00 | 0.00 | 10,000.00 |
| <i>Operating Income (Loss)</i> | \$76,885.09 | (\$117,035.55) | (\$40,150.46) | (\$54,989.67) | (\$339,938.00) |
| <i>Capital:</i> | | | | | |
| Capital Outlay | \$0.00 | \$0.00 | \$0.00 | \$93,666.67 | \$562,000.00 |
| Landfill Development | 0.00 | 52,550.75 | 52,550.75 | 262,333.33 | \$1,574,000.00 |
| Capital Lease | 0.00 | 0.00 | 0.00 | 0.00 | \$0.00 |
| <i>Total Capital Expenditures</i> | \$0.00 | \$52,550.75 | \$52,550.75 | \$356,000.00 | \$2,136,000.00 |
| <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> | (\$112,710.00) | \$112,710.00 | \$0.00 | \$0.00 | \$0.00 |
| <i>Tonage in Trench:</i> | | | | | |
| Asbestos | | 5.74 | 5.74 | 8.33 | 50.00 |
| Beresford | | 0.00 | 0.00 | 0.00 | 0.00 |
| Centerville Garbage | | 57.97 | 57.97 | 183.33 | 1,100.00 |
| Clay County Garbage | | 2,180.87 | 2,180.87 | 2,416.67 | 14,500.00 |
| Elk Point | | 173.46 | 173.46 | 43.33 | 260.00 |
| Yankton County Garbage | | 3,251.23 | 3,251.23 | 3,983.33 | 23,900.00 |
| <i>Total Tonage in Trench</i> | | 5,669.27 | 5,669.27 | 6,635.00 | 39,810.00 |
| Operating Cost per ton | | | \$70.21 | \$67.53 | \$67.53 |

| Joint Recycling Center Description | Yankton Transfer | Vermillion Center | Total Joint | 2 Month Budget | Legal 2023 Budget |
|---------------------------------------|---------------------|----------------------|----------------------|----------------------|-----------------------|
| <i>Revenue:</i> | | | | | |
| Tipping Fees | \$0.00 | 0.00 | \$0.00 | 0.00 | 0.00 |
| Metal/Tin | 0.00 | 3,160.50 | 3,160.50 | 416.67 | 2,500.00 |
| Plastic | 0.00 | 3,182.50 | 3,182.50 | 2,500.00 | 15,000.00 |
| Aluminum | 0.00 | 0.00 | 0.00 | 2,666.67 | 16,000.00 |
| Newsprint | 0.00 | 902.25 | 902.25 | 1,500.00 | 9,000.00 |
| Cardboard | 0.00 | 2,237.55 | 2,237.55 | 8,333.33 | 50,000.00 |
| High Grade Paper | 0.00 | 0.00 | 0.00 | 833.33 | 5,000.00 |
| Other Material | 0.00 | 0.00 | 0.00 | 1,333.33 | 8,000.00 |
| Contributions/Operating Grants | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Total Revenue | 0.00 | 9,482.80 | 9,482.80 | 17,583.33 | 105,500.00 |
| <i>Expenses:</i> | | | | | |
| Personal Services | 0.00 | 28,758.16 | 28,758.16 | 43,682.17 | 262,093.00 |
| Insurance | 0.00 | 0.00 | 0.00 | 400.00 | 2,400.00 |
| Professional Service/Fees | 0.00 | 160.95 | 160.95 | 83.33 | 500.00 |
| Hazardous Waste Collection | 0.00 | 0.00 | 0.00 | 8,333.33 | 50,000.00 |
| Professional-Legal | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Publishing & Advertising | 0.00 | 169.95 | 169.95 | 250.00 | 1,500.00 |
| Rental | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Equipment repair | 0.00 | 0.00 | 0.00 | 1,583.33 | 9,500.00 |
| Vehicle repair & maintenance | 0.00 | 0.00 | 0.00 | 116.67 | 700.00 |
| Vehicle fuel | 0.00 | 837.80 | 837.80 | 1,000.00 | 6,000.00 |
| Building repair & maintenance | 0.00 | 520.97 | 520.97 | 500.00 | 3,000.00 |
| Postage | 0.00 | 0.53 | 0.53 | 8.33 | 50.00 |
| Freight | 0.00 | 1,200.00 | 1,200.00 | 3,083.33 | 18,500.00 |
| Office supplies | 0.00 | 0.00 | 0.00 | 166.67 | 1,000.00 |
| Uniforms | 0.00 | 0.00 | 0.00 | 125.00 | 750.00 |
| Materials Purchases | 0.00 | 278.75 | 278.75 | 750.00 | 4,500.00 |
| Travel & Training | 0.00 | 634.60 | 634.60 | 333.33 | 2,000.00 |
| Operating Supplies | 0.00 | 29.97 | 29.97 | 1,666.67 | 10,000.00 |
| Copy Supply | 0.00 | 0.00 | 0.00 | 33.33 | 200.00 |
| Electricity | 0.00 | 947.63 | 947.63 | 1,083.33 | 6,500.00 |
| Heating Fuel-Gas | 0.00 | 1,764.93 | 1,764.93 | 833.33 | 5,000.00 |
| Water | 0.00 | 59.29 | 59.29 | 108.33 | 650.00 |
| WW service | 0.00 | 73.96 | 73.96 | 200.00 | 1,200.00 |
| Telephone | 0.00 | 545.88 | 545.88 | 141.67 | 850.00 |
| Revenue Sharing | 0.00 | 0.00 | 0.00 | 1,450.00 | 8,700.00 |
| Depreciation (est) | 0.00 | 7,944.00 | 7,944.00 | 6,333.33 | 38,000.00 |
| Total Op Expenses | 0.00 | 43,927.37 | 43,927.37 | 72,265.50 | 433,593.00 |
| <i>Non Operating Expense-Interest</i> | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Operating Income (Loss) | \$0.00 | (\$34,444.57) | (\$34,444.57) | (\$54,682.17) | (\$328,093.00) |
| Capital Outlay | \$0.00 | \$0.00 | \$0.00 | \$15,666.67 | \$94,000.00 |
| Grant Reimbursement/Donations | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Cash Flow Transfer | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |

This report is based on the following:

Revenue accrual thru February 28, 2023

Expenses cash thru February 28, 2023 with March bills

2023 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 | 54,907.34 | (28,596.35) | 26,310.99 | 3,011.44 | 52.79 | 0.00 | (15,156.68) | (15,156.68) | 54,907.34 | (43,753.03) | 11,154.31 |
| February | 21,977.75 | (80,063.90) | (58,086.15) | 2,658.23 | 89.93 | 0.00 | (19,287.89) | (19,287.89) | 21,977.75 | (99,351.79) | (77,374.04) |
| Subtotal | 76,885.09 | (108,660.25) | (31,775.16) | 5,669.67 | 70.21 | 0.00 | (34,444.57) | (34,444.57) | 76,885.09 | (143,104.82) | (66,219.73) |

3/6/2023

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 2023 | 254.54 | 529.24 | 417.71 | 71.17 | 30.29 | 1,048.41 | 423.28 | 1,726.23 |
| February 2023 | 215.76 | 507.35 | 405.54 | 55.01 | 29.26 | 997.16 | 375.85 | 1,588.77 |
| 2023 Total | 470.30 | 1,036.59 | 823.25 | 126.18 | 59.55 | 2,045.57 | 22,013.94 | 24,529.81 |
| 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 |
| December 2022 | 246.35 | 517.11 | 401.13 | 63.76 | 37.87 | 1,019.87 | 377.63 | 1,643.85 |
| 2022 Total | 3,172.49 | 7,597.15 | 5,699.18 | 807.11 | 435.83 | 14,539.27 | 6,647.25 | 24,359.01 |

CITY OF VERMILLION
LANDFILL TONS

| | 2023 | Art's Garbage | City of Elk Point | Fischer Disposal | Loren Fischer | Herm's Sanitation | Turner County | Vermillion Garbage | Waste Mgmt of Sioux City | Other | 2023 Tons |
|-----------------|-------|------------------|----------------------|---------------------|------------------|----------------------|------------------|-----------------------|-----------------------------|----------|--------------|
| \$55.50 PER TON | Jan | - | 94.06 | 208.46 | 477.13 | 49.46 | 38.28 | 58.77 | 225.10 | 104.42 | 1255.68 |
| | Feb | - | 79.40 | 181.63 | 355.54 | 30.66 | 19.69 | 60.18 | 210.63 | 224.63 | 1162.36 |
| | Mar | | | | | | | | | | 0.00 |
| | April | | | | | | | | | | 0.00 |
| | May | | | | | | | | | | 0.00 |
| | June | | | | | | | | | | 0.00 |
| | July | | | | | | | | | | 0.00 |
| | Aug | | | | | | | | | | 0.00 |
| | Sept | | | | | | | | | | 0.00 |
| | Oct | | | | | | | | | | 0.00 |
| | Nov | | | | | | | | | | 0.00 |
| | Dec | | | | | | | | | | 0.00 |
| | | | 0.00 | 173.46 | 390.09 | 832.67 | 80.12 | 57.97 | 118.95 | 435.73 | 329.05 |
| \$53.00 PER TON | 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 |
| | 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 | - | 93.88 | 191.19 | 385.16 | 43.76 | 32.11 | 56.55 | 226.55 | 1,348.93 | 2378.13 |
| | | 175.61 | 1075.68 | 2644.19 | 6445.53 | 482.91 | 325.66 | 778.21 | 2582.89 | 5277.16 | 19787.84 |

City of Yankton
2023 Joint Powers

| Description | January | February | Year To Date |
|--|-------------------|-------------------|-------------------|
| Revenue: (accrual) | | | |
| Cash long | 0.00 | 0.00 | 0.00 |
| Yard Waste | 0.00 | 0.00 | 0.00 |
| Misc. - Non Taxable | 0.00 | 0.00 | 0.00 |
| Rubble | 1,477.45 | 1,796.77 | 3,274.22 |
| Transfer Fees | 112,199.18 | 107,768.19 | 219,967.37 |
| Metal | 170.50 | 367.40 | 537.90 |
| Other Operational - Solid Waste | 0.00 | 0.00 | 0.00 |
| Total Revenue | 113,847.13 | 109,932.36 | 223,779.49 |
| Expenses: (cash) | | | |
| Personal Services | 17,422.23 | 31,245.39 | 48,667.62 |
| Insurance | 0.00 | 0.00 | 0.00 |
| Professional fees | 4,571.41 | 9,799.57 | 14,370.98 |
| Audit | 0.00 | 0.00 | 0.00 |
| Publishing & Advertising | 0.00 | 0.00 | 0.00 |
| Rental | 0.00 | 0.00 | 0.00 |
| Hauling fee | 0.00 | 0.00 | 0.00 |
| Equip repair | 0.00 | 0.00 | 0.00 |
| Motor vehicle repair | 0.00 | 0.00 | 0.00 |
| Vehicle fuel & Maint. | 6,803.27 | 15,073.31 | 21,876.58 |
| Labor, Equip, & Mat'l | 619.33 | 2,185.42 | 2,804.75 |
| Building repair | 1,004.00 | 0.00 | 1,004.00 |
| Postage | 48.45 | 28.29 | 76.74 |
| Office supplies | 47.88 | 0.00 | 47.88 |
| Copy supplies | 0.00 | 0.00 | 0.00 |
| Sml Tools & Hardware | 0.00 | 384.99 | 384.99 |
| Travel & Learning | 0.00 | 0.00 | 0.00 |
| Operating Supplies | 0.00 | 0.00 | 0.00 |
| Agricultural Supplies | 0.00 | 0.00 | 0.00 |
| Uniforms | 0.00 | 176.95 | 176.95 |
| Electricity | 932.74 | 952.68 | 1,885.42 |
| Heating Fuel - Gas | 4,539.13 | 4,607.80 | 9,146.93 |
| Water | 0.00 | 301.72 | 301.72 |
| WW service | 0.00 | 211.86 | 211.86 |
| Landfill | 0.00 | 23.61 | 23.61 |
| Telephone | 56.49 | 68.16 | 124.65 |
| Depreciation (est) | 22,894.86 | 22,894.86 | 45,789.72 |
| Total Op Expenses | 58,939.79 | 87,954.61 | 146,894.40 |
| Difference | 54,907.34 | 21,977.75 | 76,885.09 |
| Capital outlay | 0.00 | 0.00 | 0.00 |
| Non Operating Revenue (Expense) | | | |
| Interest | 0.00 | 0.00 | 0.00 |
| Grant | 0.00 | 0.00 | 0.00 |
| Sale of Assets | 0.00 | 0.00 | 0.00 |
| Miscellaneous Reimbursements | 0.00 | 0.00 | 0.00 |
| Compensation Loss & Damage | 0.00 | 1,973.69 | 1,973.69 |
| Principal Payment | 0.00 | 0.00 | 0.00 |
| Interest Expense | 0.00 | 0.00 | 0.00 |
| Total Non Operating | 0.00 | 1,973.69 | 1,973.69 |
| Cash Flow Transfer | 58,691.82 | 54,018.18 | 112,710.00 |

City of Yankton
2023 Joint Powers

| Description | January | February | Year To Date |
|--------------------------------|-------------|-------------|--------------|
| Joint Recycling | | | |
| Revenue: (accrual) | | | |
| Aluminum | 0.00 | 0.00 | 0.00 |
| Newspaper | 0.00 | 0.00 | 0.00 |
| Cardboard | 0.00 | 0.00 | 0.00 |
| County Contr.-Recycle | 0.00 | 0.00 | 0.00 |
| Tipping Fee | 0.00 | 0.00 | 0.00 |
| Total Revenue | 0.00 | 0.00 | 0.00 |
| Expenses: | | | |
| Personal Services | 0.00 | 0.00 | 0.00 |
| Insurance | 0.00 | 0.00 | 0.00 |
| Professional Services | 0.00 | 0.00 | 0.00 |
| Publishing/Advertising | 0.00 | 0.00 | 0.00 |
| Trans. to Vermillion | 0.00 | 0.00 | 0.00 |
| Processing Recyclable | 0.00 | 0.00 | 0.00 |
| Equip Repair | 0.00 | 0.00 | 0.00 |
| Motor Vehicle Repair | 0.00 | 0.00 | 0.00 |
| Building Repair & Maint | 0.00 | 0.00 | 0.00 |
| Vehicle fuel & Maint. | 0.00 | 0.00 | 0.00 |
| Postage | 0.00 | 0.00 | 0.00 |
| Office Supplies | 0.00 | 0.00 | 0.00 |
| Copy Supplies | 0.00 | 0.00 | 0.00 |
| Operating Supplies & Materials | 0.00 | 0.00 | 0.00 |
| Uniforms | 0.00 | 0.00 | 0.00 |
| Travel | 0.00 | 0.00 | 0.00 |
| Depreciation | 0.00 | 0.00 | 0.00 |
| Total Op Expenses | 0.00 | 0.00 | 0.00 |
| Interest Expense | 0.00 | 0.00 | 0.00 |
| Difference | 0.00 | 0.00 | 0.00 |
| Capital outlay | 0.00 | 0.00 | 0.00 |
| Non Operating Rev (Exp) | | | |
| Grant Reimbursement | 0.00 | 0.00 | 0.00 |
| State Loan | 0.00 | 0.00 | 0.00 |
| Principal Payment | 0.00 | 0.00 | 0.00 |
| Interest Expense | 0.00 | 0.00 | 0.00 |
| Total Non Operating | 0.00 | 0.00 | 0.00 |
| Cash Flow Transfer | 0.00 | 0.00 | 0.00 |

This report is based on the following:

Revenue accrual thru February 28, 2023

Expenses thru February 28, 2023 with March bills

JOINT POWERS VERMILLION OPERATIONS

2023

LANDFILL:

| REVENUE | JAN | FEB | TOTALS |
|------------------------------|------------------|-------------------|-------------------|
| BERESFORD | - | - | - |
| CLAY COUNTY GARBAGE | 63,625.35 | 61,437.47 | 125,062.82 |
| ELK POINT | 5,220.36 | 4,406.71 | 9,627.07 |
| CENTERVILLE | 2,124.57 | 1,092.80 | 3,217.37 |
| COMPOST-YD WASTE-WOOD | 23.87 | 312.80 | 336.67 |
| CONTAMINATED SOIL | - | 2,939.12 | 2,939.12 |
| ASBESTOS | 196.32 | 176.81 | 373.13 |
| WHITE GOODS | 51.00 | 26.50 | 77.50 |
| ELECTRONICS | 10.00 | 30.00 | 40.00 |
| TIRES | 187.30 | 619.40 | 806.70 |
| OTHER REVENUE | - | - | - |
| YANKTON PROFIT TO VERMILLION | - | 58,691.82 | 58,691.82 |
| TOTAL REVENUE | 71,438.77 | 129,733.43 | 201,172.20 |

TONNAGE IN TRENCH

| | | | |
|--------------------------------|-----------------|-----------------|-----------------|
| ASBESTOS | 3.02 | 2.72 | 5.74 |
| CLAY COUNTY GARBAGE | 1,120.32 | 1,060.55 | 2,180.87 |
| CENTERVILLE GARBAGE | 38.28 | 19.69 | 57.97 |
| ELK POINT | 94.06 | 79.40 | 173.46 |
| YANKTON CO GARBAGE | 1,755.36 | 1,495.87 | 3,251.23 |
| TOTAL TONNAGE IN TRENCH | 3,011.04 | 2,658.23 | 5,669.27 |

OPERATING EXPENDITURES

| | | | |
|---------------------------------|-------------------|-------------------|-------------------|
| TOTAL PERSONNEL | 29,149.04 | 31,611.03 | 60,760.07 |
| INSURANCE | - | - | - |
| PROFESSIONS SERVICE & FEES | 1,639.50 | 4,015.92 | 5,655.42 |
| STATE FEES | 3,011.04 | 2,658.23 | 5,669.27 |
| PROFESSIONAL-LEGAL | - | - | - |
| PROCESSING-REDUCTION | - | - | - |
| PUBLISHING & ADVERTISING | - | - | - |
| MOTOR REPAIR & MAINT. | 522.41 | 829.82 | 1,352.23 |
| EQPT REPAIR & MAINT. | 1,316.87 | 33,025.00 | 34,341.87 |
| BLDG REPAIR & MAINT. | - | 5,103.54 | 5,103.54 |
| FACILITY REPAIRS & MAINT. | 46.98 | 415.69 | 462.67 |
| OFFICE SUPPLIES | - | - | - |
| OPERATING SUPPLIES & MATERIALS | 19,553.36 | 22,884.35 | 42,437.71 |
| MOTOR FUEL & SUPPLIES | 260.99 | 6,481.21 | 6,742.20 |
| COPY SUPPLY | - | - | - |
| POSTAGE | 1.02 | 1.12 | 2.14 |
| UNIFORMS | 162.40 | 519.96 | 682.36 |
| TRAVEL & TRAINING | 475.95 | - | 475.95 |
| ELECTRICITY | - | 1,762.35 | 1,762.35 |
| WATER | - | 55.30 | 55.30 |
| HEATING FUEL-GAS | 4,800.68 | - | 4,800.68 |
| TELEPHONE | 792.24 | 96.62 | 888.86 |
| DEPRECIATION | 21,082.00 | 21,082.00 | 42,164.00 |
| TRENCH DEPLETION | 16,171.43 | 19,637.57 | 35,809.00 |
| CLOSURE/POSTCLOSURE RESERVE | 903.43 | 797.47 | 1,700.90 |
| AMORTIZATION OF PERMIT | 145.38 | 128.33 | 273.71 |
| TOTAL OPERATING EXPENSES | 100,034.72 | 151,105.51 | 251,140.23 |

JOINT POWERS VERMILLION OPERATIONS

2023

| | | | |
|-------------------------------------|-------------|-------------|--------------|
| LANDFILL OPERATING PROFIT | (28,595.95) | (21,372.08) | (49,968.03) |
| <hr/> | | | |
| CAPITAL EXPENDITURES: | | | |
| BUILDING & STRUCTURES | | | - |
| FURNITURE & EQUIPMENT | | | - |
| MACHINERY & AUTO | | | - |
| LANDFILL DEVELOPMENT | - | 52,550.75 | 52,550.75 |
| TOTAL CAPITAL EXPENDITURES | - | 52,550.75 | 52,550.75 |
| <hr/> | | | |
| NON OPERATING REVENUE -(EXPENSE) | | | |
| INTEREST INCOME | 5,145.81 | 2,448.81 | 7,594.62 |
| SALE OF EQUIPMENT | | | - |
| YANKTON OPERATING TRANSFER | | | - |
| STATE GRANT | | | - |
| FEDERAL GRANT THROUGH STATE | | | - |
| STATE LOAN | | | - |
| INSURANCE REIMBURSEMENT | | | - |
| CONTRIBUTED CAPITAL | | | - |
| FIRE RELATED EXPENSES | | | - |
| BUILDING INSURANCE RESERVE | | | - |
| PRINCIPAL PAYMENT | - | (18,943.51) | (18,943.51) |
| INTEREST EXPENSE | - | (8,375.70) | (8,375.70) |
| BOND ISSUANCE COSTS | | | - |
| TOTAL NON OPERATING REVENUE-EXPENSE | 5,145.81 | (24,870.40) | (19,724.59) |
| <hr/> | | | |
| LANDFILL GAIN (LOSS) | (23,450.14) | (98,793.23) | (122,243.37) |
| <hr/> | | | |

JOINT POWERS VERMILLION OPERATIONS

2023

RECYCLING

| REVENUE | JAN | FEB | TOTALS |
|--------------------------------|-------------|-------------|-------------|
| PLASTIC | - | 3,182.50 | 3,182.50 |
| TIN | 3,160.50 | - | 3,160.50 |
| ALUMINUM VERMILLION | - | - | - |
| NEWSPRINT VERMILLION | 902.25 | - | 902.25 |
| CARDBOARD VERMILLION | 279.69 | 1,957.86 | 2,237.55 |
| OTHER MATERIAL | - | - | - |
| HIGH GRADE PAPER VERMILLION | - | - | - |
| YANKTON CONTRIBUTION | - | - | - |
| TOTAL REVENUE | 4,342.44 | 5,140.36 | 9,482.80 |
| OPERATING EXPENDITURES: | | | |
| TOTAL PERSONNEL EXPENSES | 13,288.91 | 15,469.25 | 28,758.16 |
| INSURANCE | - | - | - |
| PROFESSIONAL SERVICES & FEES | - | 160.95 | 160.95 |
| HAZARDOUS WASTE COLLECTION | - | - | - |
| PUBLISHING & ADVERTISING | - | 169.95 | 169.95 |
| MOTOR VEHICLE REPAIR & MAINT. | - | - | - |
| EQUIPMENT REPAIR & MAINTENANCE | - | - | - |
| BLDG REPAIR & MAINTENANCE | 263.97 | 257.00 | 520.97 |
| OFFICE SUPPLIES | - | - | - |
| OPERATING SUPPLIES | 29.97 | - | 29.97 |
| MOTOR VEHICLE FUEL & SUPPLIES | 104.43 | 733.37 | 837.80 |
| COPY SUPPLIES | - | - | - |
| POSTAGE | 0.25 | 0.28 | 0.53 |
| FREIGHT | - | 1,200.00 | 1,200.00 |
| UNIFORMS | - | - | - |
| MATERIALS PURCHASES | 114.00 | 164.75 | 278.75 |
| REVENUE SHARING | - | - | - |
| TRAVEL & TRAINING | 634.60 | - | 634.60 |
| ELECTRICITY | 478.78 | 468.85 | 947.63 |
| WATER | 29.35 | 29.94 | 59.29 |
| SEWER | 36.98 | 36.98 | 73.96 |
| HEATING FUEL-GAS | - | 1,764.93 | 1,764.93 |
| TELEPHONE | 545.88 | - | 545.88 |
| DEPRECIATION | 3,972.00 | 3,972.00 | 7,944.00 |
| TOTAL OPERATING EXPENDITURES | 19,499.12 | 24,428.25 | 43,927.37 |
| RECYCLING OPERATING PROFIT | (15,156.68) | (19,287.89) | (34,444.57) |
| CAPITAL EXPENDITURES: | | | |
| BUILDING & STRUCTURES | - | - | - |
| FURNITURE & MINOR EQUIPMENT | - | - | - |
| MACHINERY & AUTO EQUIPMENT | - | - | - |
| TOTAL CAPITAL EXPENDITURES | - | - | - |
| NON OPERATING REVENUE: | | | |
| STATE GRANT | - | - | - |
| TOTAL RECYCLING GAIN (LOSS) | (15,156.68) | (19,287.89) | (34,444.57) |

JOINT POWERS VERMILLION OPERATIONS

2023

TOTAL VERMILLION JOINT POWERS
GAIN (LOSS)

(38,606.82) (118,081.12) (156,687.94)

MISSOURI VALLEY RECYCLING
TONNAGE MARKETED

| | <u>JAN</u> | <u>FEB</u> | <u>TOTALS</u> |
|-------------------------------|------------|------------|---------------|
| Magazines -30405 | - | - | - |
| PLASTIC -30406 | - | 16.75 | 16.75 |
| TIN -30407 | 21.07 | - | 21.07 |
| V-ALUMINUM -30408 | - | - | - |
| V-NEWSPRINT -30409 | 20.05 | - | 20.05 |
| V-CARDBOARD -30410 | 21.90 | 66.08 | 87.98 |
| OTHER METALS/MATERIALS -30411 | - | - | - |
| HIGH GRADE PAPER -30412 | - | - | - |
| | <hr/> | | |
| TOTAL TONNAGE | 63.02 | 82.83 | 145.85 |

City of Yankton

Airport Advisory Board Meeting Minutes For

January 18th, 2023

The January 18th, 2023 Airport Advisory Board Meeting was called to order at 8:00AM by Chairman Jim Cox.

ROLL CALL:

Present from the Airport Advisory Board: Jim Cox, Steve Hamilton, Jake Hoffner, Dan Specht, Rick Daugherty, and City Commission Representative Tony Maibaum.

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

Present attorneys: Ross Den Herder and Nick Moser

Attending via technology: John Halstad.

Unable to attend: Mary Boyer.

Minutes from November 16th, 2022

23-01 MOTION -- It was moved by Hoffner and seconded by Specht to approve the minutes of the November 16th, 2022.

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

MOTION – PASSED

Monthly Fuel Report:

Mike Roinstad provided the monthly fuel report for November 2022. In November 2022, there were 53 transactions, totaling 6,546.20 gallons sold. For comparison, in November 2021, there were 52 transactions, totaling 4,298.70 gallons sold.

Roinstad also provided the monthly fuel report for December 2022. In December 2022, there were 31 transactions, totaling 2,531.80 gallons sold. For comparison, in December 2021, there were 41 transactions, totaling 3,814.50 gallons sold.

Additionally, Roinstad stated the 2022 yearly totals came to: 787 transactions, totaling 56,195.60 gallons sold. For comparison, the 2021 yearly totals came to: 835 transactions, totaling 51,389.70 gallons sold.

Staff Report:

Adam Haberman stated staff is prioritizing snow removal. The airport's snow blower broke down, but has been fixed in time for the upcoming predicted snow storm.

Haberman moved on to confirm the bid opening for the 5-year haying lease was scheduled for Thursday, January 26th, 2023 at 3:00PM.

And lastly, all fire extinguishers at fuel islands have been updated. We thank Mike Roinstad for getting this accomplished.

North Taxilane & Access Road Project Update:

Adam Haberman stated we are continuing to work with KLJ on all required documents that need to be submitted. Also, due to FAA changes, we are now required to redesign the Taxiway 20 turnaround. We will also work with KLJ on this requirement.

Corporate Hangar Discussion with John Halstad:

We spoke with John Halstad, of Roger Wilco Aviation Services, LLC, regarding his current operations inside the maintenance hangar at YKN airport. Halstad is very happy with current cash flow, however, will need more space to expand his business. As such, Halstad has requested use of the corporate hangar at YKN to potentially expand his current operations. This would be a 2-year lease utilizing the corporate hangar. Discussion followed and a motion was made.

Consideration for Halstad's Request:

23-02

MOTION -- It was moved by Hoffner and seconded by Daugherty to make an honest consideration to accommodate Halstad's request to use the corporate hangar for his business.

VOTE - Voting "Aye" – Hoffner, Hamilton, Specht, Daugherty, and Cox.

Voting "Nay"- None.

Abstained: Tony Maibaum.

MOTION – PASSED

Other Business:

None.

Adjournment

23-03 **MOTION** –It was moved by Daugherty and seconded by Hoffner o adjourn the meeting.

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

Meeting adjourned at 9:22AM

Respectfully Submitted,

Adam Haberman, Secretary

AGENDA
NOTICE OF CALL
SPECIAL CITY COMMISSION MEETING

A Special Meeting of the Board of City Commissioners shall be held on Friday, April 14th, 2023, at 12:00 noon, in Meeting Room B of City Hall at 416 Walnut Street.

The following item shall be on the Agenda:

1. Canvass of the Election Returns of the City of Yankton Municipal Election held April 11th, 2023.

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

By Order of

Stephanie Moser
Mayor

ATTEST:

Al Viereck
Finance Officer

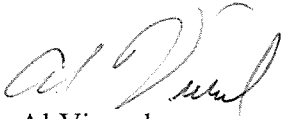
____ Voice Vote

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) Malt Beverage and a Special RETAIL (on-sale) Wine dealers License for 1 day, April 19th, 2023, from Mount Marty University-Aladdin, Mount Marty University Campus, 1105 W. 8th Street, Yankton, S.D.

NOTICE IS FURTHER GIVEN that a Public Hearing upon the application will be held on Monday, April 10th, 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 27th day of March, 2023.



Al Viereck
FINANCE OFFICER

_____ Voice Vote

NOTICE OF HEARING UPON APPLICATION
FOR SALE OF ALCOHOLIC BEVERAGES

NOTICE IS HEREBY GIVEN that an application has been received by the Board of City Commissioners of the City of Yankton, South Dakota, for the transfer of ownership of a Retail (on-off sale) Malt Beverage & SD Farm Wine License for June 30, 2022, to July 1, 2023, from B-Rad, LLC d/b/a Bro Burger Bar (Lauren Soukup, Owner), to DBC, LLC d/b/a Bro Burger Bar (Lauren Soukup, Owner), 304 W. 3rd Street, Yankton, S.D.

NOTICE IS FURTHER GIVEN that a Public Hearing upon the application will be held on Monday, April 10th, 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 27th day of March, 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 Malt Beverage (on-sale) Retailers License for 1 day, August 19, 2023, from Yankton Rodeo Association (Douglas O Hevle, President), Rodeo Grounds, 404 Paddle Wheel Drive, Yankton, S.D.

NOTICE IS FURTHER GIVEN that a Public Hearing upon the application will be held on Monday, April 10th, 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 27th day of March, 2023.



Al Viereck
FINANCE OFFICER

Memorandum #23-48

To: City Manager
From: Finance Department
Date: March 17, 2023
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, April 1, 2023, from Ben's Brewing Co. (Ben Hanten, Owner), dba Ben's Brewing Company, 222 West 3rd Street, Sacred Heart Gala, St. Benedict Church Dining Room, 1500 Saint Benedict Drive, 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 #23-49

To: City Manager
From: Finance Department
Date: March 15, 2023
Subject: Transfer Retail (on-off sale) Malt Bev. – Diggers 2.0

We have received an application for the transfer of ownership and location for a Retail (on-off sale) Malt Beverage & SD Farm Wine License for July 1, 2022, to June 30, 2023, from Zaccon, Inc. (Robert A Zacher, President), d/b/a Roadrunner Convenience Mart, 300 West 23rd Street, Suite II, to Diggers, Inc. (Larry Olson, Partner) d/b/a Diggers 2.0, 511 West 4th Street, Suite B, Yankton, SD 57078.

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

***Introduction, First Reading and
Establish the Date for a Public Hearing***

Memorandum #23-46

To: Amy Leon, City Manager
From: Gregg Homstad, Building Official
Subject: Amendment of Section 423 of the 2021 International Building Code
Date: March 14, 2023

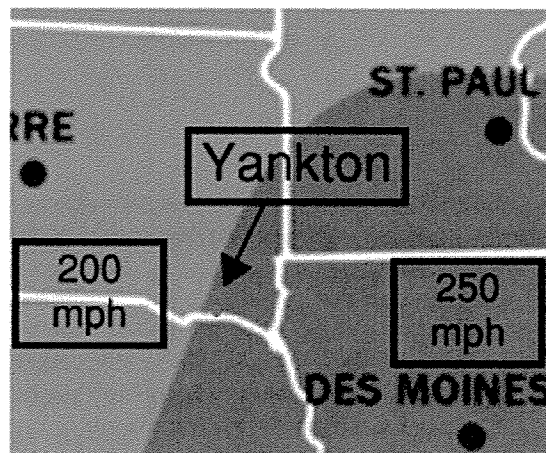
Typically, the City of Yankton has adopted updated versions of the various building codes which are revised every three years on a six-year cycle. Our most recent adoption was of the 2015 codes in 2017. Adoption lags the publishing date by at least two years. We are now at a point where it is time to adopt the 2021 IBC.

When we adopt the codes, sections deemed as too restrictive or not serving the best interests of the community may be amended. One such instance is Section 423.4 of the 2015 International Building Code (IBC) which addresses the requirement for storm shelters in public K-12 schools.

423.4 Group E occupancies.

In areas where the shelter design wind speed for tornados is 250 MPH in accordance with Figure 304.2(1) of ICC 500, all Group E occupancies with an aggregate occupant load of 50 or more shall have a storm shelter constructed in accordance with ICC 500. The shelter shall be capable of housing the total occupant load of the Group E occupancy.

ICC 500 is a referenced standard produced by the International Code Council. It is a separate document that details performance requirements for storm shelter design.



Detail from ICC 500 figure 304.2(1)

This section was not amended for the 2015 version in part because it first appeared in the 2009 code and was a new addition from our perspective after jumping from the 2003 code.

_____ Introduction and establish the date.

However, as part of the adopted version of the 2021, I am proposing to amend the storm shelter section to reduce the shelter design wind speed requirement from 250 mph to 200 mph which is the threshold for EF5 (the strongest and most damaging) tornadoes. This proposal is based on Yankton's proximity to the 200 mph zone on the FEMA tornado map which is a generalization of risk area based on the historic occurrence of tornadoes in the region. Sioux Falls has amended this particular code section to 200 mph while Sioux City has deleted it in its entirety.

There are provisions in ICC 500 that require storm shelter designs to be peer reviewed and specially inspected during construction. Design must account for wind loads, debris impact, location and egress among other factors. Considering the relative rarity of extreme tornado events in this area and the safeguards put in place by the IBC, I am recommending that Section 423 be amended as follows:

423.5 Group E occupancies.

In areas where the shelter design wind speed for tornados is ~~250~~ 200 mph, all Group E occupancies with an occupant load of 50 or more shall have a storm shelter constructed in accordance with ICC 500.

This removes reference to the map published in ICC 500 and makes 200 mph the shelter design wind speed.

Respectfully,

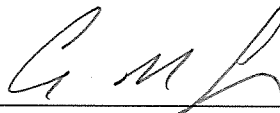


Gregg Homstad
Building Official

Recommendation: It is recommended that the City Commission establish April 10, 2023 as the date for a public hearing to consider Ordinance No. 1071.

I concur with this recommendation.

I do not concur with this recommendation.



Amy Leon, City Manager

_____ Introduction and establish the date.

Ordinance #1071

Adoption of Section 423.5 of the 2021 International Building Code

An ordinance repealing Section 423.4 of the 2015 International Building Code, (Ordinance 996) and enacting the adoption of Section 423.5 of the 2021 International Building Code.

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

Section 1. Chapter 7, Article I, Section 7-4, Ordinance 996, is hereby amended with an addition to Section 7-4 to be added to Chapter 7, Article I of the City of Yankton Code of Ordinances to read as follows:

Chapter 7 – BUILDINGS

ARTICLE I. - IN GENERAL

Sec. 7-4. - Building code adopted; amendments.

Those certain documents, one (1) copy of which will be kept on file in the office of Community and Economic Development, being marked as:

- (a) Section 423.5 of the 2021 International Building Code, published by the International Code Council;

is hereby adopted as the code of the City of Yankton, South Dakota for regulating the erection and construction of storm shelters for Group E occupancies in the City of Yankton South Dakota.

[Note: The following portion of this Ordinance is hereby adopted, but shall not be published within the City of Yankton’s Municipal Code or added to Yankton’s Municode online library of municipal ordinances, but rather shall be freely available in print at Yankton City Hall, Office of Community and Economic Development:]

Section 2. The following section of the 2021 International Building Code adopted in this article shall be amended, added, or not adopted by the city as follows:

423.5 Group E occupancies.

In areas where the shelter design wind speed for tornados is 200 mph, all Group E occupancies with an occupant load of 50 or more shall have a storm shelter constructed in accordance with ICC 500.

Exceptions:

1. Group E day care facilities.
2. Group E occupancies accessory to places of religious worship.
3. Buildings meeting the requirements for shelter design in ICC 500.

Section 2. Saving Clause.

Should any section, clause, or provision of this ordinance be declared by the Courts to be invalid, the same shall not affect the validity of the ordinance as a whole or any part thereof, other than the part so declared to be invalid.

Section 3. Effective Clause.

This ordinance shall be in full force and effect from and after its passage, approval and publication as required by law.

Adopted:

1st Reading:

2nd Reading:

Publication Date:

Effective Date:

Stephanie Moser, Mayor

Attest:

Al Viereck, Finance Officer

Memorandum #23-50

To: Amy Leon, City Manager
From: Brad Bies, Community Development Manager
Date: March 20, 2023
Subject: Downtown Yankton Façade Grant Recommendations 2023

Interest was strong for the eighth year of the downtown façade grant program. Community and Economic Development staff promoted the program through local print media, radio, social media, Meridian District membership, Yankton Thrive, and a direct mailing to downtown property and business owners as well as direct outreach to prior applicants. Staff received numerous calls and inquiries about the program, ultimately receiving 13 applications. Applicants have continued to provide positive feedback that the straightforward application process and guidelines helped encourage participation and we saw that again this year. The quality of applications remains high.

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

The committee recommends funding three projects utilizing the \$30,000 budgeted for façade grants in 2023. If approved and matched with private dollars, this will represent an investment of at least \$65,935 in the downtown area this year. Many of the projects this year were very ambitious and represent a mix of historical preservation and proactive beautification. Projects recommended:

- 313 Cedar Street, Mandi Gause dba Boston Shoes to Boots: Restoration of historic Boston Shoes to Boots sign and re-installation at new store location. The rehabilitation will include new LED lighting to highlight the refurbished sign. Total project cost estimate: \$19,370.00. Grant funding recommendation: \$9685.00.
- 515 East 4th Street, Jeff Dayhuff dba Dayhuff Development: Complete exterior building rehabilitation. New siding, trim, paint, and lighting. Total project cost estimate: \$41,893.73. Grant funding recommendation: \$15,643.00.
- 106 Capital Street, Paul Lowrie dba Gurney Redevelopment Group, LLC. Window repair/replacement in red brick mill section. Windows that are currently covered by plywood will be opened up and repaired or replaced with historically accurate windows. Total project cost estimate: \$9,340.00. Grant funding recommendation: \$4,670.00.

The committee discussed historically appropriate aesthetic modifications that will be communicated to the applicants to be included in their designs. If approved, staff will contact the awarded grantees and make arrangements to begin the projects which will be completed during summer/fall of 2023.

Respectfully submitted,

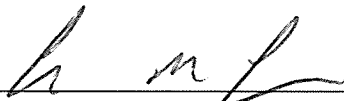


Brad Bies
Community Development Manager

Recommendation: Recommendation: It is recommended that the City Commission approve offering grant agreements to the projects selected by the committee.

I concur with the recommendation.

I do not concur with the recommendation.



Amy Leon, City Manager

Memorandum #23-51

To: Amy Leon, City Manager
From: Corey Potts, Public Works Manager
Subject: Bid award for the Annual Supply of Liquid Asphalt for the Department of Public Works, Street Division
Date: March 20, 2023

Bid packets for the annual supply of liquid asphalt were sent to regional suppliers. The only bid received is outlined below.

| | AC PG 58-28 Grade Asphalt Cement | MC 70 Grade Asphalt | RC 800 Grade Asphalt | Demurrage Cost Per Hour Over 1.5 Hours |
|---|-------------------------------------|------------------------|-------------------------|---|
| Jebro, Inc. 2302 Bridgeport Drive Sioux City, IA 51111 | \$725.35 Ton | \$4.84 Gal. | \$4.01 Gal. | \$160.00 |

The above grades of liquid asphalt are used by the City to complete its annual maintenance and construction activities. Approximately 50 tons of AC grade asphalt, 6200 gallons of MC 70 grade Asphalt and 38,000 gallons of RC800 grade Asphalt are used annually.

2022 bid prices were \$663.80 per ton of AC grade asphalt cement, \$3.7334 per gallon of MC 70 grade asphalt, \$3.8593 per gallon of RC 800 grade asphalt, and the demurrage cost per hour was \$160 after 1.5 hours.

The bid from Jebro, Inc. of Sioux City, Iowa meets City specifications. Jebro, Inc. has served the City of Yankton for several years supplying the City's liquid asphalt products. Therefore, it is recommended that this bid be awarded to Jebro, Inc. of Sioux City, Iowa.

Respectfully submitted,



Corey Potts
Public Works Manager

Recommendation: It is recommended that the City Commission approve Memorandum #23-51 which authorizes the annual supply of liquid asphalt be awarded to Jebro, Inc. of Sioux City, Iowa as detailed above.

I concur with this recommendation.

I do not concur with this recommendation.


Amy Leon, City Manager

____ Roll Call

Memorandum #23-52

To: Amy Leon, City Manager
From: Corey Potts, Public Works Manager
Subject: Bid Award for the Annual Supply of Bituminous Mix for the
 Department of Public Works, Street Division
Date: March 20, 2023

One bid was received for the annual supply of bituminous mix. The bid received is outlined below.

| NAME | BID AMOUNT |
|---|------------------------|
| Knife River – South Dakota 1500 N. Sweetman Place Sioux Falls, SD 57107 | \$86.00 per ton |

The bid submitted for \$86.00 per ton is comparable to what current asphalt costs are in other South Dakota locations. Last year's bid price was \$74.00 per ton.

The bid from Knife River-South Dakota meets City specifications. The City has utilized this supplier for several years. Therefore, it is recommended that the bid be awarded to Knife River-South Dakota of Sioux Falls, South Dakota for the annual supply of bituminous mix.

Respectfully submitted,




Corey Potts
Public Works Manager

Recommendation: It is recommended that the City Commission approve Memorandum #23-52 authorizing the annual supply of bituminous mix bid award to Knife River – South Dakota of Sioux Falls, South Dakota at the price of \$86.00 per ton.

I concur with this recommendation.

I do not concur with this recommendation.



Amy Leon
City Manager

____ Roll Call

Memorandum #23-53

To: Amy Leon, City Manager
From: Bradley Moser, Civil Engineer
Subject: Bid Award for Douglas Avenue Reconstruction from Levee Street to 2nd Street
Date: March 21, 2023

Bids for the Douglas Avenue reconstruction project were opened on March 16, 2023. The project scope involves replacing the existing street section with a new concrete street, installing a new water main and installing a small amount of sanitary sewer.

The bids received are listed below:

- | | |
|---|--------------|
| 1. Masonry Components, Inc., Yankton, SD | \$592,255.30 |
| 2. Feimer Construction, Inc., Yankton, SD | \$790,265.00 |

The low bidder meets the specifications and is \$87,981.30 higher than the most recent Engineer's estimate of \$504,274.00. However, Masonry Components price is still under the total amount provided in the city budget.

In reviewing the two bids and comparing them to the engineers' estimate, it appears the areas with the largest disparities are associated with water, sanitary sewer and storm sewer – all underground facilities. My understanding is this is mainly due to underground contractor availability and, of course, the increase in materials cost.

Based on their work history, City staff recommends that Masonry Components be awarded the contract in the amount of \$592,255.30.

Respectfully submitted,

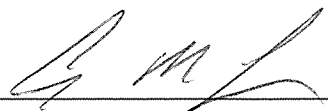


Bradley Moser
Civil Engineer

Recommendation: It is recommended that the City Commission award the contract to Masonry Components, Inc. in the amount of \$592,255.30 as explained in Memorandum #23-53.

 X I concur with the recommendation.

 I do not concur with the recommendation.



Amy Leon
City Manager

____ Roll Call

Memorandum #23-47

To: Amy Leon, City Manager
 From: Dave Mingo, AICP Community Development Director
 Ross Den Herder, City Attorney
 Subject: Offer to Acquire and Option on Lot 3, Mead's Addition
 Date: March 21, 2023

Attached is an offer to acquire an option on city-owned property from Yankton Thrive. If approved, Thrive would then transfer the option to a third party known as Corner Kick LLC. The property is a little over six acres in Lot 3, Mead's Addition to the City of Yankton. The lot is located southwest of the intersection of Broadway Avenue and the future 33rd Street. If approved, the option would set the price at \$50,000 per acre.

The proposed option describes a phased development plan for the 6 acres with the first phase being beverage retail in the northeast corner of the lot. The reason this offer is an option as opposed to the more traditional purchase offers we see is because the project hinges on concurrence from a national beverage franchise. As a part of soliciting the franchise, the developer needs to show they have an acceptable location under contract. The projected phases of the current development plan also include a restaurant and multi-family housing in this area.

The owners of Corner Kick, LLC are Stephany Tamisiea and Van Buskirk Properties. David Hosmer is serving as counsel for the developer. The partnership includes experience with both retail and housing projects.

In other correspondence, Mr. Hosmer stated that depending on the timing of the approval process from the beverage franchise, the restaurant may end up happening first. There is a slight chance the restaurant could shift east to the corner lot. Having the housing component be the final phase gives the developer and City time to consider and market for other types of occupancies besides housing as the market moves forward.

The following conditions apply as they do in most every sale the city considers:

- The option/sale would occur through Yankton Thrive, so the option would be granted to Thrive accompanied by a similar option granted between Thrive and Corner Kick, LLC.
- There would be covenants attached that include aesthetic requirements and city official approval.
- The option has expiration dates for each phase if the developer does not complete the purchases.
- If the developer completes one or more purchases, there would be time-limited claw-back provision(s) if all or a portion of the development does not occur as planned.
- As an option, all of the land would remain "for sale" to other potential developers with Corner Kick, LLC having a right of first refusal.

_____ Roll Call (requires super majority for approval)

The option timing of the planned phases is:

- Phase 1 – Northeastern approximate one-third – developer must exercise the option within 18 months.
- Phase 2 – Northwestern approximate one-third – developer must exercise the option within 3 years.
- Phase 3 – Southwestern one-third – developer must exercise the option within 5 years.

As you know, the City is the developer of Mead's Addition and any proposal at the site involves providing a shovel ready location for prospects in the same manner as will be provided for the Paradigm project to the south.

Respectfully submitted,



Dave Mingo, AICP
Community Development Director

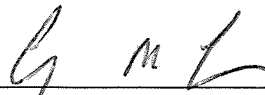


Ross Den Herder
City Attorney

Recommendation: It is recommended that the City Commission approve Resolution #23-09 agreeing to accept the Option to Purchase of the described property and authorizing the City Manager to execute all associated documents including those described above. Further, said Resolution #23-09 authorizes the City Manager to execute purchase agreements and other transfer documents meeting the described parameters of the Option to Purchase.

I concur with this recommendation.

I do not concur with this recommendation.



Amy Leon, City Manager

Roll Call (requires super majority for approval)

RESOLUTION #23-09

WHEREAS, the City of Yankton owns an approximate 6.01 acre parcel known as Lot 3 except the +- 2.39 Acre Drainage Easement in Block 1 of Mead's Addition to the City of Yankton, and

WHEREAS, Corner Kick, LLC. Desires to acquire an Option including a right of first refusal to purchase the property for \$50,000 per acre, and

WHEREAS, the Yankton Board of City Commissioners desires to provide the Option to Purchase the described land for the long term goal of community and economic development and all processes associated with said action shall be through Yankton Thrive, the Local economic development corporation.

NOW, THEREFORE BE IT RESOLVED by the Board of City Commissioners of the City of Yankton, South Dakota, that they hereby agree to accept the Option to Purchase the described property and authorize the City Manager to execute all associated documents including subsequent transfer documents associated with the sale of the property to Corner Kick, LLC., via Yankton Thrive, as described in the associated Option to Purchase and Purchase Agreement.

BE IT FURTHER RESOLVED that the City Manager is authorized to execute all documents associated with the above described actions as defined in the Option to Purchase and Purchase Agreement.

Adopted:

Stephanie Moser, Mayor

ATTEST:

Al Viereck, Finance Officer

Lots 3 - Mead's Addition Location Map

North



Prepared By:
Den Herder Law Office, P.C.
329 Broadway Avenue
Yankton, SD 57078
(605) 665-0494

OPTION TO PURCHASE REAL ESTATE AGREEMENT

The Agreement is between the City of Yankton, a South Dakota municipal corporation with its principal office registered at 416 Walnut, Yankton, South Dakota 57078 (“Grantor”) and Yankton Thrive, Inc., a South Dakota municipal economic development corporation with its principal office registered at 803 E. 4th Street, Yankton, South Dakota 57078, or his authorized assigns (“Grantee”). The parties agree as follows:

1. *Real Property Subject to Option.* Grantor grants to Grantee an option to purchase certain real property in multiple phases as reflected within the survey drawing attached hereto as Exhibit A, with each portion of land depicted therein identified by its intended phase order of development (i.e. “Phase 1” thru “Phase 3”) (hereinafter all Phases collected referred to as the “Property”), which real property is legally described as:

Lot Three, Block One (1) of Mead’s Addition, to the City of Yankton, Yankton County, South Dakota except the +/- 2.39 acre drainage easement as per the plat recorded in Book S21, Page 40.

2. *Option Rights.* The parties agree that beginning upon the execution of this Agreement by both parties, Grantee shall have a non-exclusive option to purchase the Property for the purchase price of Fifty Thousand Dollars (\$50,000.00) per acre, which purchases may take place in phases within the time frames set forth herein:

- (A) The Option rights granted herein for the portion of the Property depicted within Exhibit A as Phase 1 (described as the East Two-Thirds of the Northeast Quarter of Lot Three (3), Block One (1) of Mead’s Addition, along with a private frontage roadway along the northern boundary of Lot 3 sufficient to reach a single City-approved 33rd Street intersection) shall terminate Eighteen (18) months following the date this Agreement is executed (the “Phase 1 Option Period”);
- (B) If not earlier terminated by Grantee’s failure to timely exercise the option rights attributable to Phase 1 as set forth herein, the option rights granted herein for the portion of the Property depicted within Exhibit A as Phase 2 (described as the West One-Third of the Northeast Quarter of Lot Three, Block One of Mead’s Addition, along with a private north-south roadway along the eastern boundary of the

Northwest Quarter of Lot 3 connecting to the single City-approved 33rd Street intersection) shall terminate Three (3) years following the date this Agreement is executed (the “Phase 2 Option Period”); and

- (C) If not earlier terminated by Grantee’s failure to timely exercise the option rights attributable to Phases 1 and 2 as set forth herein, the option rights granted herein for the portion of the Property depicted within Exhibit A as Phase 3 (described as the West Half of Lot Three (3), Block One (1) of Mead’s Addition) shall terminate Five (5) years following the date this Agreement is executed (the “Phase 3 Option Period”).

Although the option on each Phase need not be exercised in the order contemplated by this Agreement, if Grantee fails to timely exercise the option to purchase any defined Phase before the expiration of its established Option Period, all remaining unexercised option rights granted herein shall automatically terminate. In order to exercise the option with respect to any Phase prior to the expiration of its Option Period, Grantee shall give Grantor written notice of Grantee’s intent to purchase the Property by signing and providing Grantor with a written Real Estate Purchase Agreement containing the terms set forth in Exhibits B for the Phase upon which Grantee wishes to exercise the option, receipt of which by Grantor shall be deemed Grantor’s acceptance of the sale on such terms. If Grantee timely executes and provides to Grantor a signed purchase agreement, the parties shall expeditiously proceed to closing in accordance with the terms of the Purchase Agreement. Grantee’s failure to successfully close on the purchase within the time frames established within the Exhibit B Purchase Agreement without a written extension or termination of the Purchase Agreement signed by Grantor shall result in termination of this Agreement and the option rights granted herein.

Notwithstanding the foregoing, the parties agree that the sale by Grantor of any portion of the real property subject to this Agreement to a third party in accordance with paragraph 4, does not result in the termination of any option rights except those related to the property sold to the third party. For example, if Grantor sells the property identified as Phase 1 and a portion of Phase 2 to a third party within one year of the execution of this Agreement, Grantee shall still have the option to purchase the remainder of Phase 2 and all of Phase 3 according to the option periods established herein.

3. *Option Price.* As consideration for the option rights granted herein, Grantee or its third party developer shall tender to Grantor the amount of \$500.00 per year for each unexercised Option Phase, payable on or before the anniversary date of the execution of this Agreement, the first of which shall be paid on the date this Agreement is signed by all parties. If Buyer successfully closes on the purchase of any Phase, the amounts paid for that Phase Option shall be applied to the purchase price.

4. *Right of First Refusal.* Despite the rights granted herein, the Grantor shall be permitted to sell the Property to other parties during the Option Period. However, the parties agree if Grantor receives a bona fide offer from a third party for the purchase of all or any part of the

Property, which offer Grantors are willing to accept during the Option Period, Grantor shall give Grantee written notice thereof, and will send Grantee a copy of the proposed contract of sale to such third party. Grantee shall have the right for thirty (30) days after the receipt of such notice to enter into a contract for the sale of the Property at the lesser of the price(s) set forth in paragraph 2 herein (which may be applied *pro rata* based upon the quantity of land subject to the third-party offer), or the price contained in the proposed contract of sale to the third party, which right of Grantee shall be paramount to the rights of the third party.

If Grantee fails to exercise any such preemptive right within the time herein specified, Grantor shall be at liberty to enter into a contract for the sale of the Property with the third party at the same price as contained in the proposed contract of sale sent to Grantee, and the Option Period shall terminate with respect to the portion of the property sold to the third party, and Grantee shall have no further obligation to tender payment to Grantor in accordance with Section 3 herein for any option phase that is so terminated.

5. *Grantor's Right to Encumber and Lease.* Notwithstanding anything to the contrary contained in this agreement, Grantor shall have the right during the term of this agreement to fully utilize the Property in any way Grantor sees fit, which shall include the right to lease, mortgage or otherwise encumber the Property, subject to Grantor's obligation to convey clean title free of leases, liens and encumbrances if Grantee exercises the Option to Purchase.

6. *Roadway Cost Recovery.* The Exhibit A property layout depicts the future location of a private roadways connecting with 33rd Street and First Dakota Drive, which shall be constructed as part of the development of each Phase in accordance with the following:

- A. If Grantee exercises the Option to purchase Phase 1, then Grantee or its third party developer shall commit to building the East-West frontage roadway depicted in Exhibit A along the Northern boundary of Lot 3, which is intended to connect with 33rd Street at a single City-approved location. Grantee or its third party developer shall pave the private roadway using an accepted hard surface built to city street standards within the construction time frames required within the Exhibit B purchase agreement, and shall maintain the same. Grantee or its third party developer shall also be required to grant a permanent easement for ingress and egress to the future owners of the Phase 2 and Phase 3 property to utilize the 33rd street entrance and intersection upon the Phase 1.
- B. If Grantee exercises the Option to purchase Phase 2, then Grantee or its third party developer shall commit to building two roadways depicted in Exhibit A, one of which shall run North-South located entirely within Phase Two and lying adjacent to Phase 3, which is intended to connect with the single City-approved intersection with 33rd Street, and the other of which shall run East-West located entirely within Phase Three, which is intended to connect with a City-approved intersection with First Dakota Drive. Grantee or its third party developer shall pave the private roadway using an accepted hard surface built to city street standards within the

construction time frames required within the Exhibit B purchase agreement, and shall maintain the same. Grantee or its third party developer shall also be required to grant a permanent easement for ingress and egress to the future owners of Phases 2 and 3 property if the following two conditions are met:

- (i) The future owners of Phases 2 and 3 each shall reimburse Grantee for one-third (1/3) of the cost of construction of the roadway from 33rd Street to the Southernmost end of such roadway; and
- (i) The future owners of Phases 2 and 3 each shall reimburse Grantee for one-third (1/3) of the cost of construction of the roadway from First Dakota Drive to the Easternmost end of such roadway; and
- (ii) The future owners of Phases 2 and 3 each shall commit in writing to contribute to one-third (1/3) of all future maintenance of the roadways from First Dakota Drive to the Eastmost end of such roadway from Phase 3 and from 33rd Street to the Southernmost end of such roadway. Such commitments shall be binding upon all future owners of Phases 2 and 3 and shall run with the land.

6. *Warranty of Title.* Grantor warrants and represents that Grantor has full authority to grant the option rights as set forth herein, is the sole owner of good, fee simple, marketable title to the Property, excepting only easements, covenants, and restrictions of record. Grantee agrees that anytime prior to closing on the sale of any Phase, Grantor may execute and record written Declaration of Covenants in conformance to that attached hereto as Exhibit C, which shall be binding upon the real property so purchased by Grantee.

7. *Assignment.* Neither party may assign this Agreement and its respective rights and obligations to a third party without requiring the consent of the other party. Notwithstanding the foregoing, however, Grantee may assign its rights herein to a business entity owned or controlled by Grantee without the consent of Grantor.

8. *Recording.* This agreement shall be executed in recordable form, and if Grantee elects, may be recorded at Grantee's expense with the Register of Deeds for Yankton County, South Dakota.

9. *Notices and correspondence.* All notices and correspondence shall be sent by certified mail, return receipt requested, or other method with a verifiable means of delivery confirmation to the parties hereto at the following addresses:

Grantor: City of Yankton, c/o City Manger, 416 Walnut Street, Yankton, SD 57078

Grantee: Yankton Thrive, Inc., c/o Brian Steward, 803 E. 4th Street, Yankton, SD 57078

Either party may change the above address by sending to the other party written notice of such

GRANTEE:

Dated this _____ day of _____, 2023.

Yankton Thrive, Inc.

By: Brian Steward
Its: Director of Finance

STATE OF SOUTH DAKOTA)
 :§
COUNTY OF YANKTON)

On this ____ day of _____, 2023, before me, the undersigned officer, personally appeared Brian Steward, who acknowledged himself to be the Director of Finance of Yankton Thrive, Inc., a South Dakota nonprofit economic development corporation, and she, as such, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Corporation by herself as Chief Executive Officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

(SEAL)

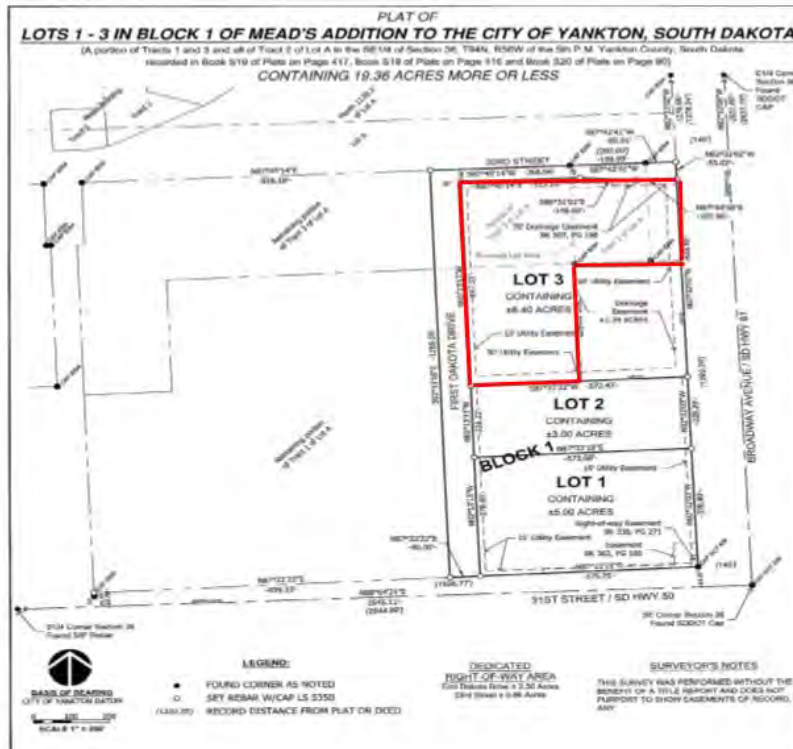
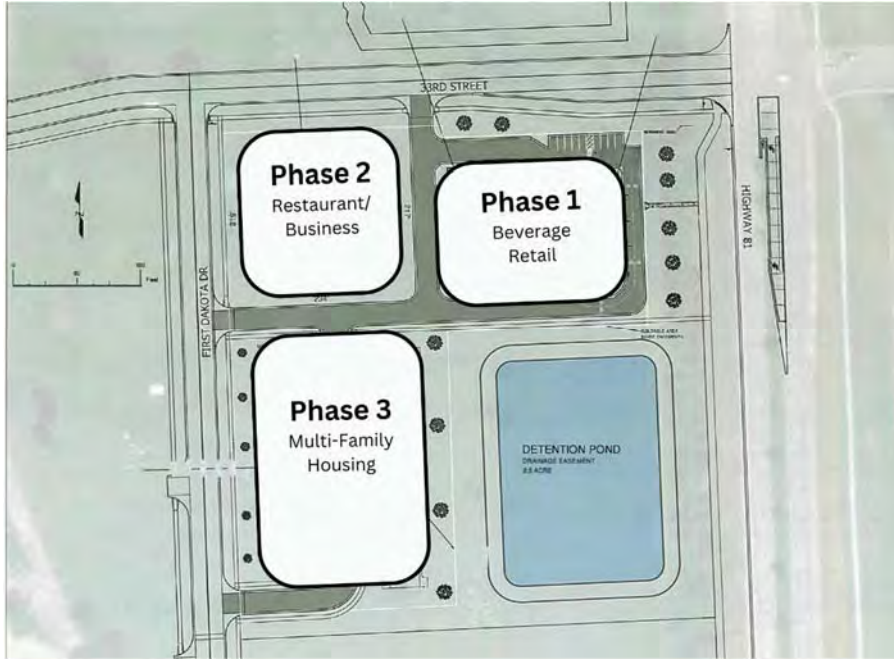
Notary Public
My Commission Expires:

Exhibit A

of

Option to Purchase Real Estate Agreement

Lot 3 except the +/- 2.39 Acre Drainage Easement in Block 1 of Mead's Addition to the City of Yankton.



**EXHIBIT B
REAL ESTATE PURCHASE AGREEMENT**

THIS AGREEMENT, is made and entered into by and between the **City of Yankton**, a South Dakota municipal corporation (“Seller”), and **Yankton Thrive, Inc.**, a South Dakota nonprofit development corporation (“Buyer”).

WITNESSETH:

WHEREAS, Seller is currently the owner of certain real property identified in Exhibit A:

WHEREAS the property identified in Exhibit A is divided into 3 parcels, which are identified as Phase 1, Phase 2, and Phase 3;

WHEREAS on _____, 2023, Seller and Buyer entered into an Option to Purchase (referred to herein as “the Option”) whereby Seller granted Buyer an option to purchase the property identified in Exhibit A as Phase 1, Phase 2, and Phase 3 on the terms set forth in the Option;

WHEREAS Buyer desires to exercise the option and purchase the following portion of the property identified in Exhibit A as: **(check applicable Phase(s))**

- Phase 1 (Only valid if this Agreement is signed and tendered to Seller within **Eighteen (18) Months** from the date the Option was fully executed)
- Phase 2 (Only valid if this Agreement is signed and tendered to Seller within **Three (3) Years** from the date the Option was fully executed)
- Phase 3 (Only valid if this Agreement is signed and tendered to Seller within **Five (5) Years** from the date the Option was fully executed)

(Hereafter, the Phase(s) Buyer is electing to purchase are referred to herein as the “Property”)

WHEREAS, Seller has agreed to sell and transfer the Property to Buyer at the price and consistent with the terms of the Option, and Buyer desires to exercise the option to purchase the Property from Seller so that the Property may be used for development purposes.

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

1. *Conveyance*. Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase from Seller, the Property, in fee simple, free and clear of all encumbrances except easements, covenants, and restrictions of record as of the date hereof, by good and sufficient warranty deed. Specifically, Buyer acknowledges that the Property is subject to the Covenants attached hereto as Exhibit B, which shall be filed with the Yankton County Register of Deeds prior to closing, as well any other covenants of record.

2. *Personal Property*. No personal property is included in the sale contemplated by this Agreement.

3. *Purchase Price*. In consideration of the conveyance of the Property by Seller, Buyer agrees to pay to the Seller the purchase price set forth in the Option for the Property being purchased. The purchase price shall be paid in full at closing.

4. *Real Estate Taxes*. Due to the City's exempt status, no real property taxes must be paid or prorated through the date of closing. All real property taxes assessed for the year in which the Property is transferred to the Buyer (payable in the following year) on and after the date of closing shall be paid by Buyer or its successors in interest as the same become due.

5. *As-Is*. Buyer acknowledges that the Property is currently an unimproved vacant lot. Buyer has had an opportunity to inspect the Property and agrees to purchase the Property in its "as-is" condition, with no representations or warranties as to the condition of the Property from Seller. Buyer's third-party purchaser shall be responsible for all expenses related to grading the Property, and for all other site development costs, including all costs necessary to bring utility services to the Property, if any.

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

- (a) *Platting*. If not previously completed, upon the execution of this Agreement, Buyer will proceed with due diligence to retain a licensed surveyor to plat the Property into lots corresponding to the Phase(s) being purchased herein, along with a separate lot containing the Detention Pond, and to present the plat to the County for approval. This Seller shall reimburse Buyer for one half of the costs of the plat if the Detention Pond is created as part of the Plat. Except as set forth herein, the plat shall only include the property identified in the recitals as being subject to this Agreement. All costs associated with the creation

of such plat, obtaining all jurisdictional authority approval of the plat, and recording such plat shall be the responsibility of the Seller. Closing of this Agreement is contingent upon Seller obtaining such plat as well as the County's approval of the plat.

- (b) *Closing.* Closing shall occur as soon as possible, and in no event later than 30 days following successful platting of the Property or 60 days after the execution of this Agreement, whichever is later.
- (c) *Sale to Third Party.* Buyer has represented that it intends to resell to a developer to develop the Property in accordance with paragraph 10 below. This Agreement shall be contingent upon the Buyer entering into a Purchase Agreement with a third-party purchaser for the Property and the successful closing of such Agreement contemporaneously with this Agreement. Failure of this condition shall result in the termination of this Agreement.
- (d) *Title Insurance.* Prior to closing, Seller shall deliver to Buyer evidence of title in the form of a current commitment for an Owner's Policy of Title Insurance (the "Title Commitment") setting forth the state of title to the Real Property, the cost of which will be divided equally between Buyer and Seller. Buyer or its third-party developer may elect extended coverage or a lender's policy of title insurance at its own expense. Buyer shall give Seller written notice of Buyer's receipt of the Title Commitment of any objections to the condition of the title as reflected by the Title Commitment. If Seller fails to resolve all objections within 14 days following Seller's receipt of the objection, Buyer shall have the option to terminate this agreement.

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

- (a) At the time of closing, Seller shall be the owner of all right, title and interest in and to the Property and shall have the legal right and ability to transfer and convey all such right, title and interest in and to the Property; and
- (b) Seller shall, at closing, convey the Property to Buyer in fee simple as by good and sufficient Warranty Deed, free and clear of all encumbrances except easements, covenants, and restrictions of record.

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

9. *Allocation of Transaction Expenses.* All fees associated with recording any deed or mortgage shall be paid by the Buyer. All transfer fees shall be paid by the Seller. All fees charged by the closing agent shall be split equally between the parties. All transaction expenses allocated to Buyer herein or to the Seller in any Purchase Agreement entered into with a third-party purchaser for the Property shall be paid by the Buyer and the third-party purchaser pursuant to the terms of the Purchase Agreement with the third-party purchaser. The parties agree and acknowledge that there are no brokers commission due and owing pursuant to this Agreement.

10. *Development Plan, Construction, and Use.* Buyer has represented that it intends to resell the Property to a Third Party Purchaser to develop the Property. Buyer acknowledges that this Agreement is, in part, based upon the Third Party Purchaser's intended development plans for the Property. Buyer's Third Party Purchaser intends to develop the Property in phases. The development shall be completed in accordance with the zoning ordinance and applicable covenants. The site layout, exterior design, aesthetics, and character of construction shall be subject to approval by Yankton's City Manager in her or his sole discretion prior to the issuance of a building permit.

11. *Development Timeline and Option to Repurchase.* All improvements approved by the Yankton City Manager pursuant to paragraph 10 shall begin within two years (2) years of the closing date and shall be substantially completed within thirty-six (36) months thereafter. If conditions outside of the Third Party Purchaser's reasonable control prevent the Third-Party Purchaser from meeting the construction deadlines set forth herein, including, but not limited to circumstances caused by a pandemic, war, or acts of God, the third-party purchaser may request an extension, which shall not be unreasonably denied by the City of Yankton. Unless the construction deadline is extended, if Buyer's Third Party Purchaser fails to commence or substantially complete construction of the initial phase according to the deadlines set forth herein, the City of Yankton shall have the option to repurchase the Property. These conditions shall be binding upon the Third Party Purchaser's successors and assigns.

The City's option purchase price shall be equal to the purchase price paid for the acquisition of the Property. If the option is exercised, all improvements and landscaping upon the Property, shall become the property of the City of Yankton at no extra charge. To allow for enforcement of these rights, the Warranty Deed issued

to Buyer shall include an irrevocable option containing the foregoing terms exercisable by the City of Yankton, which shall be recorded with the Register of Deeds as a property right granted to the City, which shall run with the land.

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

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

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

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

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

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

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

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

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

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

BUYER

Yankton Thrive, Inc.

By: Brian Steward
Its: Finance Director

SELLER

City of Yankton

By: Amy Leon
Its: City Manager

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

DECLARATION OF COVENANTS

This Declaration of Covenants is made as of _____, 2023, by the **CITY OF YANKTON**, a South Dakota municipal corporation (“City”) with its principal registered office located at 416 Walnut Street, Yankton, South Dakota 57078.

RECITALS

WHEREAS, the City is the owner of approximately ____ acres of real property legally described as follows:

{INSERT LEGAL}

Referred to herein as the “Real Property”.

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

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

1. **Zoning.** The Real Property shall be developed in accordance with the applicable zoning requirements.

2. **Uses Specifically Not Allowed on the Site.** In addition to uses prohibited under the zoning regulations applicable to the Real Property, the following uses are also prohibited on the Real Property subject to these covenants:
 - Uses requiring a Type A Dance License.
 - Gas Stations/Convenience Stores.
 - Truck Stops.
 - Non-taxable/non-profit entities including, but not limited to, churches, charities, governmental agencies, and some schools.

3. **Site Improvements.** Prior to the issuance of any building permit and commencement of vertical construction upon the Real Property, all plans for improvements on the Real Property, including exterior elevation drawings, landscaping/pavement layout and designs, and exterior building materials, shall be subject to the approval by the Yankton City Manager (in the exercise of his or her absolute discretion), including, but not limited to, the site layout, exterior design, aesthetics, character of construction and landscaping. All exterior sides of all structures shall be of “finished” construction using materials similar to the exterior customer frontage. No corrugated metal shall be permitted as the outermost exterior building material. All HVAC and utility housings shall be fenced or housed in a manner that completely hides such items from view. All improvements upon the Property shall be in accordance with the plan approved by the City Manager.

4. **Successors.** The covenants contained herein, shall run with the land and shall bind and inure to the benefit of the parties hereto and their respective heirs, successor, and assigns.

5. **Effective Date & Duration.** This instrument shall become effective on the date of the full execution by the City.

6. **Headings.** The headings of the paragraphs contained herein are intended for reference purposes only and shall not be used to interpret the agreements contained herein or the rights granted hereby.

7. **Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

8. **Enforcement.** Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction.
9. **Waiver.** Failure by the City to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
10. **Law Governing.** This agreement shall be governed by and construed in accordance with the laws of the State of South Dakota, without regard to conflicts of law principles.
11. **Covenants.** All owners of Real Property subject to these covenants may record additional covenants that do not conflict with any found herein, so long as they are approved and signed by all owners.
12. **Authority.** Any questions regarding the application of these restrictions shall be resolved by the City Manager of the City of Yankton with the right of any party to appeal the decision to the Board of City Commissioners of the City of Yankton, South Dakota.

OWNERS CERTIFICATE AND DEDICATION

The City of Yankton, by affirmative supermajority vote of the Board of City Commissioners, and acting through its Mayor, Stephanie Moser, hereby certifies that it is the sole owner of the real property as legally described herein; that the said property is free from encumbrances, except for mortgages of record, if any; that the above Declarations Of Covenants were made at the City's specific request and under its direction for the purposes indicated thereon, and that the City of Yankton hereby consents to and declares the Declarations Of Covenants to be the restrictions and covenants which shall hereinafter run with the land.

IN WITNESS WHEREOF, by supermajority vote of the Yankton Board of City Commissioners, the City Manager is thereby authorized to execute this instrument.

CITY OF YANKTON,
A South Dakota Municipal Corporation

By: Amy Leon, City Manager

ATTEST:

Al Viereck, Finance Officer