



2023_07_24

**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, July 24, 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/UCD1a1hflDlkiLVSXnmDRQg/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 July 10, 2023

Attachment I-2

3. Schedule of Bills

Attachment I-3

4. City Manager's Report

Attachment I-4

5. Public Appearances

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

II. CONSENT ITEMS

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

1. Special Events Dance for Dayhuff Enterprises

Consideration of Memorandum #23-133 regarding the request for a special events dance on August 11, 2023 at the block of 3rd Street in front of Boomer's to Mojo's 3rd Street Pizza, Yankton, South Dakota.

Attachment II-1

2. **Establishing Public Hearing for Sale of Alcoholic Beverages**
 Establish August 14, 2023 as the date for the public hearing on the request for a Special Events Retail (on-sale) Liquor License for 1 day, September 22, 2023 from VFW, 209 Cedar Street, Yankton, SD at The Avera Pavillion, 409 Summit Street, Yankton, South Dakota. **Attachment II-2**

3. **Establishing Public Hearing for Sale of Alcoholic Beverages**
 Establish August 14, 2023 as the date for the public hearing on the request for a Special Events Malt Beverage (on-sale) Retailers License and a Special (on-sale) Wine Retailers License for 1 day, September 17, 2023 from The Center (Kris Thury, Executive Director), 900 Whiting Drive, Yankton, South Dakota. **Attachment II-3**

4. **Establishing Public Hearing for Transfer of Alcoholic Beverages License**
 Establish August 14, 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, 2023 to July 1, 2024 from The Mule (Dave Tunge, Owner) to MG Oil Company d/b/a 777 Casino & Liquor (Troy Erickson, Owner), 901 Broadway Avenue Suite A, Yankton, South Dakota. **Attachment II-4**

5. **Establishing Public Hearing for Transfer of Alcoholic Beverages License**
 Establish August 14, 2023 as the date for the public hearing on the request for the transfer of ownership of a Package (off-sale) Liquor License for January 1, 2023 to December 31, 2024 from Sportsman's Spirits and Fine Wines (Dave Tunge, Owner) to MG Oil Company (Troy Erickson, Owner) d/b/a 777 Casino & Liquor, 901 Broadway Avenue, Yankton, South Dakota. **Attachment II-5**

6. **Establishing Public Hearing for Transfer of Alcoholic Beverages License**
 Establish August 14, 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, 2023 to July 1, 2024 from Sportsman's (Dave Tunge, Owner) to MG Oil Company d/b/a 777 Casino & Liquor-3 (Troy Erickson, Owner), 901 Broadway Avenue, Suite C, Yankton, SD. **Attachment II-6**

7. **Establishing Public Hearing for Transfer of Alcoholic Beverages License**
 Establish August 14, 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, 2023 to July 1, 2024 from Kankota's (Dave Tunge, Owner), to MG Oil Company d/b/a 777 Casino & Liquor-2 (Troy Erickson, Owner), 901 Broadway Avenue, Suite B, Yankton, SD. **Attachment II-7**

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.

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.

NO OLD BUSINESS

IV. NEW BUSINESS

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

1. Introduction and First Reading

The City Commission acting as the Zoning Board of Adjustment; establishing August 14, 2023 as the date for a public hearing to consider a special permit for a parking lot in a residence zone. Address, 408 Burleigh Street. Yankton Real Estate, LLC., owner. This is a quasi-judicial action.

Attachment IV-1

2. Connecting Cultures Outreach Services Agreement

Consideration of Memorandum #23-132 recommending approval of an outreach agreement for translation services with Connecting Cultures.

Attachment IV-2

3. Douglas Avenue Reconstruction Acceptance

Consideration of Memorandum #23-134 recommending that the City Commission approve Change Order No. 1, accept the completed reconstruction on the Douglas Avenue Reconstruction project and authorize the Finance Officer to issue a manual check to Masonry Components, Inc. in the amount of \$332,091.48.

Attachment IV-3

4. Marne Creek Bank Stabilization Project – Change Order Number 1

Consideration of Memorandum #23-135 recommending approval of the Marne Creek Bank Stabilization Project – Change Order #1.

Attachment IV-4

5. Brownfields Program Grant Agreement

Consideration of Memorandum #23-136 regarding an agreement to act as a sub-recipient for Brownfields Program grant funds to abate asbestos at Sacred Heart Church and Link Auditorium.

Attachment IV-5

6. Bridge Improvement Grant / Federal Bridge Replacement Funds Resolution

Consideration of Memorandum #23-137 recommending approval of two 2024 Applications for Bridge Improvement Grant (BIG) PE Funds or Local Federal Bridge Replacement or Removal Funds, for the Cedar Street Bridge SN 68-121-204 and the 23rd Street Bridge SN 68-119-190 through the South Dakota Department of Transportation, and approval of the Bridge Improvement Grant / Local Federal Bridge Programs Resolution Authorizing Submission of Applications #23-40.

Attachment IV-6

7. Support for Housing Infrastructure Funding Application

Consideration of Memorandum #23-138 regarding Resolution #23-41, Support for the Yankton Thrive Housing Infrastructure Program Funding Application for Whiting Drive multi-family housing.

Attachment IV-7

8. Fireworks Public Display

Consideration of Memorandum #23-139 regarding Request by Riverboat Days for a Fireworks Public Display on August 18, 2023.

Attachment IV-8

9. Surplus Property

Consideration of Memorandum #23-140 and Resolution #23-42 regarding surplus property of the Yankton Police Department (protective vests which expire in August and October 2023).

Attachment IV-9

V. OTHER BUSINESS

Other business is a time for City Commissioners to address the commission regarding matters not on the agenda. These items will be deliberated by the governing body and will not be acted upon at this time. Items mentioned may be added to a future City Commission meeting or work session for deliberation or action.

VI. ADJOURN INTO EXECUTIVE SESSION TO DISCUSS CONTRACTUAL, LITIGATION AND PERSONNEL MATTERS UNDER SDCL 1-25-2

Executive or closed meetings may be held by a majority vote of the governing body for the sole purposes of:

- Discussing the qualifications, competence, performance, character or fitness of any public officer or employee.*
- Consulting with legal counsel or reviewing communications from legal counsel about proposed or pending litigation or contractual matters.*
- Preparing for contract negotiations or negotiating with employees or employee representatives.*
- Discussing marketing or pricing strategies by a board or commission of a business owned by the City, when public discussion may be harmful to the competitive position of the business.*

Any official action concerning such matters shall be made at an open official meeting.

VII. RECONVENE AS BOARD OF CITY COMMISSIONERS

1. Roll Call

VIII. ADJOURN THE MEETING OF JULY 24, 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
JULY 10TH, 2023**

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

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

Action 23-162

Moved by Commissioner Webber, seconded by Commissioner Johnson, to approve the Minutes of the regular City Commission meeting of June 26, 2023.

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

Motion adopted.

Action 23-163

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

1 OFFICE-RULE SIGNS-\$62.84; A&B BUSINESS-COPIER LEASE-\$558.19; A BAILEY CREATIVE-MURAL DESIGN-\$800.00; ADAMS/BRIAN-MUSIC AT THE MERIDIAN-\$1,200.00; ADOBE-SUBSCRIPTION-\$14.99; ADOBE-COMPUTER PROGRAM-\$58.56; AFSCME COUNCIL 65-EMPLOYEE DEDUCTIONS-\$930.40; ALLIED SYSTEMS-MECHANICAL SEAL-\$2,377.42; AMAZON-WEIGHT ROOM CHALK-\$44.34; AMAZON-OFC SUPPLIES-\$18.16; AMERICAN FAMILY-PREMIUMS-\$5,683.08; AMERICAN FENCE CO-FENCE REPAIR-\$6,427.00; AMERICAN RED CROSS-LIFEGUARD CERTIFICATION-\$123.00; AMERICINN LODGE-TRAVEL EXPENSE-\$153.52; AMZN MKTP-KEY FOB SHELLS-\$7.88; AMZN MKTP-DESK RISER-\$138.59; AMZN MKTP-SLIDE MAINTENANCE-\$151.83; AMZN MKTP-HEATER FAN-\$215.23; AMZN MKTP-CHEMICALS-\$21.51; AMZN MKTP-BOOK-\$15.75; AMZN MKTP-DVD-\$23.96; AMZN MKTP-JANITORIAL SUPPLIES-\$59.94; AMZN MKTP-EVIDENCE TAGS-\$51.94; AMZN MKTP-JANITORIAL SUPPLIES-\$248.82; AMZN MKTP-BOOK-\$5.50; AMZN MKTP-TOWELS-\$269.90; AMZN MKTP-CHEMICALS-\$10.01; AMZN MKTP-OFC SUPPLIES-\$29.98; AMZN MKTP-CHEMICALS-\$35.30; AMZN MKTP-AEROBIC DUMBBELLS-\$218.40; AMZN MKTP-OFC SUPPLIES-\$95.94; AMZN MKTP-EAR BUDS-\$40.91; AMZN MKTP-DVD-\$39.91; AMZN MKTP-QUICK FIST CLAMPS-\$83.99; AMZN MKTP-CHEMICALS-\$12.78; AMZN MKTP-MEDICAL SUPPLIES-\$38.94; AMZN MKTP-CHEMICALS-\$20.97; AMZN MKTP-COFFEE-\$90.11; AMZN MKTP-CHEMICALS-\$20.52; AMZN MKTP-4TH OF JULY SUPPLIES-\$76.17; AMZN MKTP-HEATER FAN-\$103.02; AMZN MKTP-OFC SUPPLIES-\$110.44; AMZN MKTP-BATTERIES-\$238.00; AMZN MKTP-STAMP-\$11.99; AMZN MKTP-SLIDE MAINTENANCE-\$109.99; AMZN MKTP-CHEMICALS-\$20.32; AMZN MKTP-AEROBICS DUMBBELLS-\$252.54; AMZN MKTP-CHEMICALS-\$11.49; AMZN MKTP-BOOKS-\$108.65; AMZN MKTP-CHAIR CYLINDER-\$43.47; AMZN MKTP-POOL CHEMICALS-\$20.82; AMZN MKTP-ELEVATOR KEY-\$13.35; AMZN MKTP-JANITORIAL SUPPLIES-\$338.32; AMZN MKTP-BOOKS-\$52.96; AMZN MKTP-GOGGLES-\$149.90; AMZN MKTP-VOLLEYBALL SCORESTAND-\$65.98; AQUA LOGIC-UV LAMP CONTROLLER-\$1,049.37; ARGUSLEADER-SUBSCRIPTION-\$370.76; ASCAP-LICENSE FEE-\$16.25; ASSOCIATED SUPPLY-POOL

REPAIRS- \$572.95; ATT-MOBILE DATA-\$1,248.36; AUTOZONE-WASHER FLUID-\$166.22; AVERA EDUCATION & STAFFING-LIFE SAVINGS SKILLS PROG-\$620.00; AVERA HEALTH PLANS-HEALTH INS PREMIUMS-\$86,282.95; AVERA SACRED HEART-CDL TESTING-\$427.00; AXVOICE-DIALER SERVICE-\$21.44; BANNER ASSOCIATES-ENGINEERING-\$23,691.08; BBG CONSTRUCTION LAW-PROFESSIONAL SERVICES-\$1,890.70; BEST WESTERN-LODGING-\$196.00; BLUEPEAK-INTERNET SERVICE-\$3,926.24; BMI-ANNUAL MUSIC CONTRACT-\$421.00; BOMGAARS-FLOOR DRY-\$4,881.25; BONEFISH GRILL-TRAVEL EXPENSE-\$107.23; BRAD MORGAN-MUSIC AT THE MERIDIAN-\$1,800.00; BRUCE AND TONYA SCHILD-TREE REIMBURSEMENT-\$100.00; BSN SPORTS-VOLLEYBALLS-\$472.00; BUHLS CLEANERS-TOWEL CLEANING SERVICE- \$347.84; BUTLER MACHINERY -PARTS-\$160.81; C & B YANKTON-STARTER-\$1,046.43; CARR/TODD-SPECIAL EVENTS-\$1,200.00; CECO INDUSTRIAL SOLUTIONS-CONTROL BLOWER-\$8,329.50; CEDAR KNOX PUBLIC POWER-WATER ELECTRIC-\$1,124.50; CENEX-FUEL-\$48.10; CENTURYLINK-PHONE-\$1,080.46; CHESTERMAN CO-CONCESSIONS-\$428.00; CHS-DEF BULK-\$250.00; CITY OF VERMILLION-JOINT POWER TRANSFER-\$81,612.58; CITY OF YANKTON-PARKS-LANDFILL CHARGES-\$404.80; CITY OF YANKTON-WATER-GARBAGE-\$265.72; CITY UTILITIES-WATER-WW-\$12,255.46; CITYOFYANKTON-PROGRAMMING-\$177.50; CLARKS RENTALS-HONDA BELT-\$24.48; COFFEE SHOP-TRAVEL EXPENSE-\$13.23; CORNWELL D-P TOOLS-PLASTIC WELDING MACHINE-\$323.76; COUNTRY INN AND SUITES-LODGING-\$359.50; CREATIVE FORMS & CONCEPTS-ACCOUNTS PAYABLE CHECKS-\$367.25; CREDIT COLLECTION SERV-UTIL COLL MAY 23-\$20.00; CRESCENT ELECTRIC-SUPPLIES-\$283.27; D & G CONCRETE-15TH ST CONSTRUCTION-\$259,370.39; DAGWOODS SUBS-FIRE SCHOOL-\$13.85; DASH MEDICAL-GLOVES-\$113.85; DATHER/ROGER-TRAVEL ADVANCE-\$180.00; DATHER/ROGER-TRAVEL ADVANCE-\$100.00; DEPT OF AG-PERMIT FEES-\$6,429.83; DEPT OF SOCIAL SERVICES-CHILD SUPPORT-\$1,395.84; DESIGN SOLUTIONS-PLC UPGRADE-\$21,314.76; DIAMOND VOGEL-ROAD MATERIALS-\$81.50; DOUBLE H PAVING-AIRPORT CONSTRUCTION-\$197,489.25; DUNHAMS-LIFE JACKETS-\$132.96; ECHO ELECTRIC-BREAKERS-\$2,358.33; EHRESMANN ENGINEERING-ROUND BAR-\$46.38; FASTENAL CO-DISPOSABLE GLOVES-\$1,826.20; FEDEX-SHIPPIING-\$10.61; FEJFAR PLUMBING-BREAKER REPAIR-\$157.15; FENTON CONSTRUCTION-MARNE CREEK CONSTRUCTION-\$985,981.05; FIMCO SCHABEN AGSPRAY-SPRAYER PARTS-\$34.37; FIRST DAKOTA-HSA CONTRIBUTIONS-\$11,380.95; FIRST NATIONAL-CAFETERIA PLAN-\$1,759.16; FLEEK/JULIE-FISHING CLINIC REFUND-\$26.63; FRONTIER PRECISION-SUBSCRIPTION RENEWAL-\$1,650.00; GDP HARD DRIVE OUTLET-PRINTER FEES-\$66.05; GEOTEK-TESTING-\$4,115.00; GERSTNER OIL-FUEL-\$64,392.82; GILBERTSON/JAROD-MUSIC AT THE MERIDIAN-\$150.00; GIRTON ADAMS CO-BOILER MODUTROL MOTOR-\$1,795.32; GLASDON-PARK SUPPLIES-\$186.05; GOTOMEETING-SOFTWARE-\$1,344.00; GRAINGER-BEARING-\$41.18; GRANZOW-COIL-\$87.61; GRANZOW-SUPPLIES-\$306.72; GRAYBAR ELECTRIC-ELECTRICAL RELAYS-\$139.04; GRAYMONT-LIME-\$7,617.33; GREATLIFE-SUMMER PROGRAMS-\$137.60; GREEN ACRES TOWNHOMES-IRRIGATION REPAIR-\$101.53; GUARDIAN FLEET SAFETY-PATROL EQUIPMENT-\$18,296.80; GULF OIL-FUEL-\$62.90; GULF OIL-FUEL-\$93.49; H & K OIL-BALANCE TRUCK TIRES-\$51.75; HACH CO -LAB METERS-\$2,254.51; HAMPTON INNS-LODGING-\$690.26; HANSON BRIGGS-TRESPASS NOTICES-\$71.16; HANSON BRIGGS-ENVELOPES-\$1,089.97; HARN RO SYSTEMS -CHEMICALS-\$6,590.00; HAWKINS-CHEMICALS-\$54,294.07; HDR ENGINEERING-ENGINEERING-\$26,127.81; HEIMAN FIRE EQUIPMENT-GEAR REPAIR-\$394.53; HOLIDAY INN-LODGING-\$369.03; HOUSE OF BRANDS-LEAGUE SHIRTS-\$910.00; HYATT REGENCY-

TRAVEL EXPENSE-\$273.52; HY-VEE F&F-FUEL-\$32.88; HYVEE YANKTON-MEETING SUPPLIES-\$254.50; ICMA-CONTRIBUTIONS-\$3,314.52; J&H CARE & CLEANING-JANITORIAL SERVICES-\$4,200.00; JACKS UNIFORMS & EQUI-BADGES-\$204.99; JCL SOLUTIONS-JANITORIAL SUPPLIES-\$2,381.88; JEBRO-ASPHALT-\$48,745.56; JEO CONSULTING GROUP-MERIDIAN BRIDGE COLUMNS-\$4,978.75; JJ BENJI'S-SAFETY CITY SHIRTS-\$1,031.25; JONES CONSTRUCTION-WWTP-\$353,345.89; KAISER HEATING & COOLING-HVAC INSTALLATION-\$3,318.37; KAISER REFRIGERATION-WEEDEATER PARTS-\$433.83; KENDELL DOORS & HARDWARE-AIRPORT KEYS-\$65.00; KLEINS TREE SERVICE-TREE REMOVAL-\$10,000.00; KLJ ENGINEERING-TAXIWAY DESIGN-\$40,930.36; KNIFE RIVER-ROAD MATERIALS-\$1,843.16; KOLETZKY IMPLEMENT-CATERPILLAR PARTS-\$167.16; KOPETSKYS ACE-WEED KILLER-\$1,197.61; KYNT-ADVERTISING-\$2,524.50; LANGUAGE LINE-TRANSLATION SERVICES-\$414.85; LEISURE WORLD-SHOCK FOUNTAINS-\$13.90; LEWIS AND CLARK VET-CORONA VET BILL-\$140.58; LOCATORS & SUPPLIES-SIGNS-\$3,228.00; LUMEN-INTERNET SERVICE-\$347.36; MAYER SIGNS - GRAPHICS-\$1,000.61; MCGRATH NORTH-ATTORNEY FEES-\$211.50; MCHENRY/MARY-TREE REIMBURSEMENT-\$100.00; MCMASTER-CARR-POLYMER SYSTEM PLUMBING-\$947.14; MEAD CULTURAL EDUCATION CENTER-SUMMER PROGRAM-\$625.00; MEAD LUMBER-TRAILER REPAIRS-\$42.90; MENARDS-MULCH-\$4,206.87; MERKEL ELECTRIC-OUTLETS ON THE LAWN-\$6,654.24; METROFAX-FAX SERVICE-\$11.95; MICROSOFT-TABLET-\$2,002.18; MIDAMERICAN ENERGY-FUEL-\$1,899.67; MIDAMERICAN ENERGY-FUEL-\$2,200.31; MIDAMERICAN RESEARCH-DRAIN CHEMICAL-\$182.00; MIDWEST ALARM COMPANY-SECURITY INSTALLATION-\$2,159.50; MIDWEST LABORATORIES-NUTRIENT TESTING-\$974.87; MIDWEST TURF & IRRIGAT-MOWER BLADES-\$396.83; MILLENIUM RECYCLING-SINGLE STREAM FEE-\$2,160.20; MINERVAS-TRAVEL EXPENSE-\$34.73; MINNESOTA LIFE INSURANCE-PREMIUMS-\$650.46; MONEY MOVERS-MAINTENANCE FEE-\$23.25; MORROW/JOSEPH C-DESIGN WORK-\$3,690.00; MOTOROLA-BODY CAMERA-\$269.00; MOUNT MARTY UNIVERSITY-SUMMER PROGRAMS-\$986.85; MUDDY MOS-SUMMER READING PROGRAM-\$31.00; MUTT MITT-MUTT MITTS-\$2,814.75; MW MINI MELTS-CONCESSIONS-\$3,840.00; MY PLACE-LODGING-\$333.00; MYERS TIRE SUPPLY-PARTS-\$1,254.47; NAPA AUTO-GREASE GUN-\$305.15; NATIONAL AUDUBON SOCIETY-MAGAZINE SUBSCRIPTION-\$30.00; NIHCA-MEMBERSHIP DUES-\$99.00; NISSEN/ROBERT-UTILITY REFUND-\$800.00; NJ CRIMINAL-SOCIAL MEDIA CLASS-\$225.00; NORTHLAND TRUST SERV-AGENT FEE-\$495.00; NORTHWEST ELECTRIC-SERVICE CALL-\$2,034.38; NORTHWESTERN ENERGY-ELECTRICITY-\$76,445.70; NURSERY WHOLESALERS-TRAIL PLANTS-\$823.55; NYE/TRAVIS-KIDS IN THE PARK-\$500.00; OASIS PUMP N PAK-TRAVEL EXPENSE-\$39.86; OBSERVER-ADVERTISEMENTS-\$48.00; OLSONS PEST-PEST CONTROL-\$94.00; OLSONS PEST TECHNICIAN-PEST CONTROL-\$185.00; OREILLY AUTO PARTS-BRAKE ROTORS & PADS-\$730.99; OSBORNE/JERICHO-TRAVEL ADVANCE-\$70.00; OSP LLC-KIDS IN THE PARK-\$2,650.00; OTC BRANDS-SUMMER PROGRAMS-\$119.47; OVERDRIVE DIST-EBOOKS-\$919.90; OVERHEAD HOIST & CRANE-CRANE INSPECTION-\$975.00; PAINT SPRAYERS ULMT-ROAD PAINT-\$201.35; PARKWAY CONSTRUCTION-MCVAY GARDEN CONST-\$115,435.80; PAYMENT SERVICES NETWORK PSN-MERCHANT FEES-\$69.85; PAYPAL CREATIVE-BADGE STICKERS-\$308.95; PAYPAL ESCREEN-ANNUAL FEE-\$300.00; PFEIFER IMPLEMENT-EQUIPMENT SUPPLIES-\$677.28; PFS HEALTHWORKS-CDL TESTING-\$70.36; PHIL BAKER MUSIC-FAMILY NIGHT ACTIVITY-\$500.00; PITNEY BOWES-POSTAGE-\$200.00; PITNEY BOWES-POSTAGE-\$160.45;

PIZZA RANCH-TRAVEL EXPENSE-\$43.50; PIZZA RANCH-CONCESSIONS-\$550.00; PONCA STATE PARK-SUMMER PROGRAMS-\$594.00; POSITIVE PROMOTIONS-GLOW STICKS-\$914.18; POWER SOURCE ELECTRIC-ELECTRICAL REPAIR-\$1,580.93; POWERS PORT A POT-PORTA POTS-\$135.00; PRESS DAKOTAN-ADVERTISEMENT-\$2,315.34; PRINCIPAL LIFE INSURANCE-PREMIUMS-\$6,778.44; PUSH PEDAL PULL-CORPOR-EQUIPMENT REPAIRS-\$1,763.12; RACOM CORPORATION-BEON ACCESS-\$35.80; RECREATION SUPPLY -GUARD TUBES-\$292.80; RIVERSIDE HYDRAULICS-MOTOR-\$1,952.21; RIVISTAS-MAGAZINE SUBSCRIPTIONS-\$2,792.38; RONS AUTO GLASS-SCREENS-\$166.40; RON'S AUTO GLASS-WINDSHIELD-\$940.00; ROYAL SPORT SHOP-PITCHER PLATE-\$222.75; RYKEN/ANDREA-IRRIGATION REPAIRS-\$504.09; SAM LLC-GPS DATA COLLECTION-\$3,380.00; SAMSCLUB-CONCESSIONS-\$333.68; SAMS CLUB-CONCESSIONS-\$319.83; SANITATION PRODUCTS-PARTS-\$4,277.51; SCALEFUSION-SOFTWARE-\$264.00; SD ATTORNEY GENERAL-DCI CHECK-\$80.25; SD DEPT OF TRANSPORTATION-CEDAR ST BRIDGE-\$5,651.16; SD DMV-TITLE & LICENSING-\$26.70; SD FIREFIG-FIRE SCHOOL REGISTRATION-\$40.00; SD NETWORK AGAINST-MEMBERSHIP-\$200.00; SD ONE CALL 811 -ONE CALL-\$278.25; SD RETIREMENT-SPECIAL PAY-\$8,304.64; SD RETIREMENT- CONTRIBUTIONS-\$91,958.72; SDSRP-CONTRIBUTIONS-\$17,614.76; SHELL OIL-FUEL-\$56.63; SHERWIN WILLIAMS-ROAD REPAIR PAINT-\$493.99; SLEEVE SUPPLY PROMOTIONAL CUPS-\$1,011.49; SLIM CHICKENS-TRAVEL EXPENSE-\$9.45; SLOWEY CONSTRUCTION-MEAD CONSTRUCTION- \$438,907.99; SPRINKLER WAREHOUSE- IRRIGATION SUPPLIES-\$96.38; STANDARD INSURANCE-PREMIUMS-\$650.80; STEVENS CONSTRUCTION-WESTSIDE PARK-\$5,107.00; STOCKWELL ENGINEERS-MEAD ENGINEERING-\$32,640.00; STOCKWELL ENGINEERS-MCVAY GARDEN-\$3,480.00; STRYKER SALES-AED SERVICE-\$1,208.40; STURDEVANTS-FILTERS-\$471.90; SUNCOAST IDENTIFIC-FISH KEYTAGS-\$1,140.00; SWIMOUTLET-UNIFORMS-\$410.44; TESSMAN COMPANY-AGRICULTURAL SUPPLIES-\$6,247.24; THE BOAT HOUSE-CONCESSIONS-\$150.00; THE CUP STORE-PROMOTIONAL CUPS-\$396.56; THE HOTEL STURGIS-HOTEL-\$111.00; THE ICEE COMPANY-CONCESSIONS-\$1,065.61; THE UPS STORE-SHIPPING-\$92.82; TITAN MACHINERY-AIR FILTER-\$29.72; TMA-TIRES-\$4,569.58; TRACTOR-SUPPLY-K9 FOOD-\$88.99; TRANSOURCE-PARTS-\$1,052.22; TRITECH SOFTWARE SYSTEMS - SUBSCRIPTION-\$877.97; TRK HOSTING-INTERNET HOSTING-\$7.95; TRUCK TRAILER-LIGHT,GROMMETS-\$109.50; UKG-PAYROLL SOFTWARE-\$2,757.00; UNITED STATES TREASURY-FEDERAL WITHHOLDING-\$202,403.23; UNITED WAY- 1/4 SP APPROPRIATIONS-\$9,831.25; UNITED WAY-EMPLOYEE CONTRIBUTIONS-\$172.00; UPSBATTERYCENTERLTD-UPS BATTERIES-\$211.90; USABLUEBOOK-PH PROBE-\$714.77; USPS-POSTAGE-\$144.73; USPS-POSTAGE-\$595.78; USPS-UTILITY BILLING POSTAGE-\$2,472.21; UTILITY EQUIPMENT-BRASS FITTINGS-\$786.11; VIDDLER-VIDEO HOSTING-\$41.44; VWR INTERNATIONAL-LAB SUPPLIES-\$499.05; WALMART-KICKBOARDS-\$127.42; WALMART-CONCESSIONS-\$2,204.38; WHOLESALE SUPPLY- CONCESSIONS-\$6,621.90; WILLIAMS & COMPANY-AUDIT-\$16,810.00; WM SUPERCENTER- CONCESSIONS-\$1,221.10; WNAX-ADVERTISEMENT-\$900.00; XEROX FINANCIAL SERV- LEASE/COPIES-\$1,551.33; YANKTON COMMUNITY LIBRARY- SUMMER PROGRAM-\$800.00; YANKTON FIRE & SAFETY-SYSTEM SERVICE- \$506.00; YANKTON JANITORIAL- JANITORIAL SUPPLIES-\$662.40; YANKTON MEDICAL CLINIC-PRE EMPLOYMENT PHYSICALS-\$476.00;YANKTON MEDICAL CLINIC-EXAMINATIONS-\$650.00; YANKTON NURSERIES- DOWNTOWN PLANTS-\$224.85; YANKTON REGISTER OF DEEDS-FEES-\$65.00; YANKTON SCHOOL DIST-YEARLY LEASE-\$23,218.50; YANKTON SHARP SHOOTERS-

RANGE RENTAL-\$100.00; YANKTON THRIVE-EMPLOYEE RETIREMENT-\$100.00; YANKTON VOL FIRE DEPT-FIRE CALLS MAY/JUNE-\$640.00; YANKTON WINNELSON-DRINKING FOUNTAIN-\$5,971.45; YANKTONMEDIA -CLASSIFIED AD-\$323.89; YESWAY-FUEL-\$63.80

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

Salaries by Department: June 2023: Administration \$58,101.15; Finance \$49,828.73; Community Development \$30,162.81; Police/Dispatch \$205,284.27; Fire \$15,049.46; Engineering/Sr. Citizens \$50,871.90; Streets \$59,020.11; Snow & Ice \$0.00; Traffic Control \$4,744.88; Library \$37,095.46; Parks / Sac \$113,163.10; Huether Aquatics \$90,122.32; Marne Creek \$9,820.80; Water \$48,412.57; Wastewater \$47,457.57; Cemetery \$6,981.04; Solid Waste \$26,555.56; Landfill / Recycle \$25,747.51; Central Garage \$8,950.84

New Hires

Parks, Recreation and City Events Department: Adam Thompson, Grounds Maintenance, \$1,556.08 biweekly; Matias Romero, Youth Summer Program Instructor, \$13.50/hr; Cohen Pietz, Park Maintenance – Summer, \$13.00/hr; Kendra Horsley, Volleyball Referee, \$25.00/game; Shane Miller, Softball Umpire, \$25.00/game; Gracie Rock, Lifeguard, \$14.00/hr; Department of Public Works: Jack Schaa, Sanitation Truck Operator, \$1,634.81 biweekly; Housing Department: Tamiah Barnett, PT Office Assistant, \$18.00/hr.

Wage Changes

Police Department: Garrett Anderson, Police Officer, \$2,127.73 to \$2,184.34 biweekly; Ryan Eddy, Police Officer, \$2,127.73 to \$2,184.34 biweekly; Adam Goodwillie, Police Officer, \$2,127.73 to \$2,184.34 biweekly. Parks, Recreation and City Events Department: Taylor Olson, Lifeguard/Safety City Instructor, \$14.00 to \$15.00/hr; Shana Platt, Aerobics Instructor, \$15.00 to \$15.25/hr; Marissa Caballero, Receptionist, \$14.00 to \$14.25/hr; Sarah Liebig, Lifeguard, \$15.00 to \$16.00/hr; Jaycee Fischer, Summer Program Instructor, \$12.75 to \$13.50/hr; Jordyn Fischer, Summer Program Instructor, \$12.75 to \$13.00/hr; Olivia Schmidt, Lifeguard, \$15.50 to \$16.50/hr; Camille McDermott, Lifeguard, \$15.00 to \$16.00/hr; Jillian Schulte, Cashier, \$13.00 to \$14.00/hr.

Position Changes

Parks, Recreation and City Events Department: Brandon Pavel, Grounds Maintenance to Senior Grounds Maintenance, \$1,763.65 to \$1,898.50 biweekly; Jordan Groves, Grounds Maintenance to Aquatics Maintenance Technician/Grounds Maintenance, \$1,831.15 to \$1,898.50 biweekly; Department of Public Works: Garrett Carda, Equipment Operator to Senior Equipment Operator, \$1,718.76 to \$1,804.50 biweekly; James Haas, Sanitation Truck Operator to Equipment Operator, \$1,655.42 to \$1,655.42 biweekly.

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

Citizen Jim Means expressed concerns with Paradigm and Dr. Kenfield’s background. Other citizens speaking to the issue included Ann Smith, Paul Harens, Scotty Borman, Judy Vanderhule and Barb Black. Attorney Eric Hardy, representing Paradigm, Inc. and Dr. Kenfield, answered some questions

and invited citizens to contact him with any further questions or concerns. City Manager Leon, Community Development Director Mingo, City Attorney Den Herder, and Commissioners also discussed the Paradigm project and asked and answered questions. No official Commission action occurred at this time.

Action 23-164

Prior to taking any action on the consent agenda items, consent item number one was removed from the agenda. Moved by Commissioner Webber, seconded by Commissioner Miner, to approve the following consent agenda items:

2. Budget Workshop Meeting Date

Setting dates of August 14, 2023 (and August 15, 2023, if needed) at 5:30 pm in Room #114 of the Career Manufacturing Technical Education Academy for the next budget workshop meeting.

3. Transfer Transient Merchant License

Consideration of Memorandum #23-123 recommending approval of the application for the transfer of a Transient Merchant License from Martha's Crafts originally approved for the JoDean's parking lot from August 4, 2023 thru September 4, 2023, now moving to the bowling alley parking lot (3010 Broadway Avenue) due to the closure and sale of JoDean's.

4. Approving Current Volunteer Firefighter List

Consideration of Memorandum #23-125 recommending approval of the current list of Volunteer Firefighters per Workers' Compensation and SDCL requirements.

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

Action 23-165

This was the time and place for the public hearing on the request for the transfer of ownership and location of a Retail (on-off sale) Malt Beverage & SD Farm Wine License for June 30, 2023 to July 1, 2024 from Morgen LLC d/b/a South Point Gaming Lounge (Kirby Muilenburg, President), 1101 Broadway, Suite 109 to Morgen, LLC d/b/a South Point Gaming Lounge 5 (Kirby Muilenburg, President), 1101 Broadway Suite 107B, Yankton, South Dakota.

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. (Memorandum 23-120)

Moved by Commissioner Johnson, seconded by Commissioner Webber, to approve the license.
Roll Call: All members present voting "Aye;" voting "Nay:" None.
Motion adopted.

Action 23-166

This was the time and place for the public hearing on the request for the transfer of ownership and location of a Retail (on-off sale) Liquor License for January 1, 2023 to December 31, 2023 from JoDean Corp. d/b/a JoDean's (John Nielson, Owner), 2809 Broadway, Yankton, S.D. to Morgan, LLC

d/b/a South Point Gaming Lounge 5 (Kirby Muilenburg, President), 1101 Broadway Suite 109, 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. (Memorandum 23-121)

Moved by Commissioner Webber, seconded by Commissioner Miner, to approve the license.

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

Motion adopted.

Action 23-167

This was the time and place for the public hearing on the request for a Special Events Malt Beverage (on-sale) Retailers License and a Special (on-sale) Wine Retailers License for 1 day, August 12th, 2023 from The Center (Kriss Thury, Executive Director), 900 Whiting 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. (Memorandum 23-122)

Moved by Commissioner Hunhoff, seconded by Commissioner Johnson, to approve the license.

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

Motion adopted.

Action 23-168

Moved by Commissioner Villanueva, seconded by Commissioner Johnson, to approve Resolution #23-26 (Memorandum 23-126)

RESOLUTION #23-26

Resolution in Support of an Application for Financial Assistance to the South Dakota Housing Development Authority by Stencil Group, LLC, and / or its Affiliates, Agents, or Assigns, for the Benefit of Multifamily Development

WHEREAS, the City of Yankton and Stencil Group, LLC have determined it is necessary to proceed with improvements to the City's infrastructure, thus enabling additional multifamily units to be constructed in the city limits of Yankton; and

WHEREAS, the City and Developer have determined financial assistance will be necessary to undertake the Project and an application for financial assistance to the South Dakota Housing and Development Authority shall be prepared by Stencil Group, LLC (Developer) for the proposed development; and

WHEREAS, the City will work with the Developer's engineer to ensure the preliminary project infrastructure plans meet the City's requirements for adequate drinking water, water treatment capacity and distribution, storm sewer, and all other necessary improvements as needed; and

WHEREAS, the City has adequate treatment facilities and water supply to accommodate the

proposed development; and

WHEREAS, the City is committed to the ownership and long-term maintenance of said public infrastructure upon acceptance and the conditions set forth in the certificate of completion that the said infrastructure and system shall meet the specifications, materials and equipment set forth as shown on the approved plans in said agreement; and

WHEREAS, the 2022 Yankton Housing Study identified the need for additional multifamily housing in the moderate to market price range, an increase in the variety of housing types, designs, and densities; and

WHEREAS, the City acknowledges that there is a significant housing shortage in City of Yankton and this proposed development will help, but not resolve the housing shortage.

NOW, THEREFORE, BE IT RESOLVED by the City of Yankton as follows:

1. The City hereby supports the submission of an Application for financial assistance by Stencil Group, LLC, to the South Dakota Housing and Development Authority.
2. City officials of the City of Yankton are hereby authorized to deliver such other documents as necessary, to assist with the Application.

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

Action 23-169

This was the time and place for the bid award for the 2023-2024 Annual Supply of Transport/Tankwagon Petroleum Products. Two bids were received. The low bidder provided the following bid:

<i>Transport/Tank wagon Petroleum Products:</i>	<i>Supplier</i>	<i>Proposed 2023- 2024 Price</i>	<i>2022- 2023 Price</i>
Gasoline – Lead Free (Transport)	Gerstner Oil	\$0.0349gal	\$0.0299
- Lead Free (Tankwagon)	Gerstner Oil	\$0.1539gal	\$0.1419
Diesel Fuel:			
Dyed:			
No. 1 (Transport)	Gerstner Oil	\$0.0399 gal	\$0.0329
No. 1 (Tankwagon)	Gerstner Oil	\$0.1539gal	\$0.1419
No 2 (Transport)	Gerstner Oil	\$0.0399gal	\$0.0329
No. 2 (Tankwagon)	Gerstner Oil	\$0.1539gal	\$0.1419
<i>Clear or Hwy</i>			
No. 1 (Transport)	Gerstner Oil	\$0.0399 gal	\$0.0329
No. 2 (Transport)	Gerstner Oil	\$0.0399 gal	\$0.0329

Moved by Commissioner Miner, seconded by Commissioner Villanueva, to award the bid to Gerstner Oil. (Memorandum #23-119)

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

Action 23-170

Moved by Commissioner Johnson, seconded by Commissioner Benson, to accept the completed McVay Family Sundial and Reflection Garden Project, and authorize the Finance Officer to issue a manual check to Parkway Construction, in the amount of \$14,128.20. (Memorandum 23-124)

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

Action 23-171

Moved by Commissioner Villanueva, seconded by Commissioner Miner, to approve Resolution #23-27. (Memorandum 23-128)

RESOLUTION #23-27

Plat

WHEREAS, it appears from an examination of the plat of Lots 17, 18, 19, 77, 78 and 79, Crestview Homes Subdivision, in the NE 1/4 of Section 21, T93N, R56W of the 5th P.M., Yankton County, South Dakota prepared by John L. Brandt, a registered land surveyor in the state of South Dakota, and

WHEREAS, such plat has been prepared according to law and is consistent with the City’s overall Comprehensive Development Plan.

NOW, THEREFORE BE IT RESOLVED by the Board of City Commissioners of the City of Yankton, South Dakota, that the plat for the above described property is hereby approved, and

BE IT FURTHER RESOLVED that the submittal illustrating the remaining unplatted parcels constitutes a preliminary plat and are from this time forward, eligible for the administrative plat approval process.

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

Action 23-172

Moved by Commissioner Johnson, seconded by Commissioner Benson, to approve Resolution #23-28. (Memorandum 23-129)

RESOLUTION #23-28

Plat

WHEREAS, the plat of Lots 1, 2 and 3 in Block 17 of Ridgeway North Subdivision to the City of Yankton, South Dakota has been prepared by Brett R. Kennedy, a registered land surveyor in the state of South Dakota, and

WHEREAS, said lots fall within the legal description covered by a previously approved Developer's Agreement, and

WHEREAS, such plat has been prepared according to law and is consistent with the City's overall Comprehensive Development Plan.

NOW, THEREFORE BE IT RESOLVED by the Board of City Commissioners of the City of Yankton, South Dakota, that the plat and Developer's Agreement for the above described property is hereby approved.

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

Action 23-173

Moved by Commissioner Villanueva, seconded by Commissioner Miner, to approve Resolution #23-29. (Memorandum 23-127)

RESOLUTION #23-29

**A RESOLUTION TERMINATING APPROPRIATION OF FUNDS FOR
ACTIVE NETWORK CONTRACT**

WHEREAS the City currently utilizes ACTIVE Network to provide an online portal to the public to sell its public recreation programs and facility memberships, and to process credit and debit card payments for such purchases by the public; and

WHEREAS, the City's Staff have not been fully satisfied with the services provided and the regular charging of additional fees by ACTIVE Network, and have been researching alternative service providers; and

WHEREAS, the City's Staff has found a suitable alternative service provider to Active Network and has begun the process of orientation and implementation with the new provider so the replacement services are active upon the expiration of the current term with Active Network on September 24, 2023; and

WHEREAS, according to the current Policies and Terms of the ACTIVE Network adherence contract, the existing agreement automatically renews for an additional three (3) years beginning September 24, 2023, unless the Board of City Commissioners takes an action to cease appropriating funds as of the date of renewal.

NOW, THEREFORE, BE IT RESOLVED by the Yankton Board of City Commissioners that the City of Yankton will not authorize any Renewal Terms for any agreement for services

provided by ACTIVE Network and no funds of the City of Yankton shall be appropriated for any services provided by ACTIVE Network applicable to any period of time beginning on and after September 24, 2023; and

IT IS ALSO HEREBY FURTHER RESOLVED that no funds shall be issued by the City of Yankton to ACTIVE Network to pay for any portion of any invoice or bill for services applicable to any service period on and after September 24, 2023, regardless of the date the invoice or bill is submitted to the City of Yankton, and City Staff are directed to place a stop-payment with the City's bank to prevent ACTIVE Network from automatically withdrawing or collecting funds from the City of Yankton for any services applicable to any period on and after September 24, 2023.

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

Action 23-174

This was the time and place for the bid opening for 31st Street 5 Year Haying Lease. The following bids were received and opened on June 29, 2023 at 3:00 p.m. (Memorandum 23-130) The bids received are listed below:

Jacob Hacecky	\$50.37 per acre/per year
Nelson Supply	\$80.90 per acre/per year
Richard List	\$100.00 per acre/per year
Jacob Warriner	\$110.00 per acre/per year

Moved by Commissioner Webber, seconded by Commissioner Johnson, to accept the bid from Jacob Warriner, 304 Mulberry Street, Yankton, South Dakota in the amount of \$110.00 per acre for each year of the five-year lease.

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

Action 23-175

Moved by Commissioner Hunhoff to add an item to the next agenda to discuss policies involving incentivised projects. This Motion died for lack of a second.

After further Commission discussion, Hunhoff moved to add a work session on August 28, 2023 to discuss policies involving incentivised projects. Commissioner Benson seconded the motion.

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

Action 23-176

Moved by Commissioner Villanueva, seconded by Commissioner Webber, to adjourn into Executive Session at 8:50 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, Hunhoff, Johnson, Miner, Villanueva and Webber. City Attorney Den Herder and City Manager Leon were also present. Absent: Commissioner Brunick and Commissioner Schramm. Quorum present.

Action 23-177

Moved by Commissioner Johnson, seconded by Commissioner Benson, to adjourn at 9:32 p.m.

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

Motion adopted.

Stephanie Moser
Mayor

ATTEST:

Al Viereck
Finance Officer

Published July 19, 2023

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VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
A-OX WELDING SUPPLY CO I 00003 FUEL	141.60	CHEMICALS & GASES	801.801.240		1305788	023926	P 326
00002 FUEL	89.83	CHEMICALS & GASES	801.801.240		1307046	023925	P 326
00001 FUEL	200.97	CHEMICALS & GASES	801.801.240		1310785	023946	P 326
00004 FUEL	77.05	CHEMICALS & GASES	801.801.240		284992	023927	P 326
	509.45	*VENDOR TOTAL					
ACE HARDWARE 00005 EBIKES & EQUIPMENT	11,330.81	EQUIPMENT	101.111.350		383962/2	231536	P 326
BIERSCHBACH EQUIP & SUPP 00006 ROAD MATERIALS	2,158.43	ROAD MATERIALS	101.123.239		25932	023937	P 326
CEDAR KNOX PUBLIC POWER 00034 UTILITIES	1,089.66	ELECTRICITY	601.601.272		7/24/2023	005176	P 326
00035 UTILITIES	342.64	ELECTRICITY	201.201.272		7/24/2023	005243	P 326
	1,432.30	*VENDOR TOTAL					
CENTRAL SQUARE TECH LLC FIELD OPS SUBSCRIPTION	877.97	PROFESSIONAL SERVICES	101.111.202		384633	231538	P 326 00008
CENTURYLINK 00010 PHONE BILL	10.15	TELEPHONE	101.102.271		07/06/2023	002262	P 326
00011 PHONE BILL	18.20	TELEPHONE	101.104.271		07/06/2023	002262	P 326
00012 PHONE BILL	8.29	TELEPHONE	101.122.271		07/06/2023		326
00013 PHONE BILL	44.31	TELEPHONE	101.111.271		07/06/2023		326
00014 PHONE BILL	23.38	TELEPHONE	101.114.271		07/06/2023		326
00015 PHONE BILL	0.59	TELEPHONE	101.115.271		07/06/2023	002262	P 326
00016 PHONE BILL	2.52	TELEPHONE	101.123.271		07/06/2023	002262	P 326
00017 PHONE BILL	3.85	TELEPHONE	101.127.271		07/06/2023	002262	P 326

00038	LAB	120.00	PROFESSIONAL SERVICES	203.203.202	10610492	230161 P 326
00039	LAB	217.00	PROFESSIONAL SERVICES	611.611.202	10610492	230161 P 326
		649.00	*VENDOR TOTAL			
00036	DIESEL MACHINERY INC PARTS	2,458.51	GARAGE PARTS	801.801.249	C30994	023938 P 326
	FEJFAR PLUMBING INC FIRE STATION	157.15	REP. & MAINT. - BUILDING	201.201.223	57888	080916 P 326 00042
00041	FLEX TRAILERS, INC TRAILER	16,905.00	EQUIPMENT	101.123.350	111852	023311 P 326
00044	G&H DISTRIBUTING INC PARTS	921.77	GARAGE PARTS	801.801.249	568821	023940 P 326
	GERSTNER OIL CO JET FUEL	23,663.95	GARAGE GASOLINE & LUBRIC	101.127.238	193563	023910 P 326 00045
	FUEL	5,470.74	GARAGE GASOLINE & LUBRIC	101.127.238	70949	023911 P 326 00046
		29,134.69	*VENDOR TOTAL			
00043	GRAYMONT WI LLC LIME	7,703.25	CHEMICALS & GASES	601.601.240	14-183517	230158 P 326
	HANSEN LOCKSMITHING AUTO OPENING	56.34	REP. & MAINT. - BUILDING	201.201.223	66255	080927 P 326 00054
00053	HANSON BRIGGS ADVERTISIN OFFICE SUPPLIES	245.09	OFFICE SUPPLIES	101.102.232	31588	023979 P 326
00047	HARN RO SYSTEMS INC FILTERS	11,364.95	REP. & MAINT. - PLANT	601.601.221	IN 2717	230159 P 326 CITY
	YANKTON FINANCIAL SYSTEM OF YANKTON					
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	3					
	VENDOR NAME					
	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM INVOICE	PO# F/P ID LINE
00052	HAWKINS INC CHEMICALS	11,901.76	CHEMICALS & GASES	601.601.240	6468241	230155 P 326
	POOL CHEMICALS	5,054.49	CHEMICALS & GASES	202.202.240	6512871 883	080907 P 326 00050
	POOL CHEMICALS	1,006.21	CHEMICALS & GASES	203.203.240	6512871 883	080907 P 326 00051
	POOL CHEMICALS	5,497.09	CHEMICALS & GASES	202.202.240	6518169	080487 P 326 00048
00049	CHEMICALS	65,312.18	CHEMICALS & GASES	601.601.240	6518932	230160 P 326
		88,771.73	*VENDOR TOTAL			
	JEBRO INC ASPHALT	16,275.55	OPEN ASPHALT	506.572.376	274356	023313 P 326

00055							
JOHNSON CONTROLS, INC.							
POOL MAINTENANCE	1,014.73	REP. & MAINT. - BUILDING	202.202.223		129619073503	080906 P 326	00056
SERVICE AGREEMENT	5,548.80	CONTRACTED SERVICES	203.203.204		129807349841	080915 P 326	
00057	6,563.53	*VENDOR TOTAL					
KLEINS TREE SERVICE							
TREE REMOVAL	2,400.00	EMERALD ASH BORE STUMPS	201.201.250		1994	080922 P 326	00064
TREE REMOVAL	1,400.00	AGRICULTURAL SUPPLIES	621.621.241		1994	080922 P 326	
00065							
ABATEMENT	1,700.00	ABATEMENT	101.106.204		1997	023228 P 326	
00063							
TREE REMOVAL	800.00	EMERALD ASH BORE STUMPS	201.201.250		1998	080921 P 326	00062
TREE REMOVAL	700.00	ABATEMENT	101.106.204		1998	080921 P 326	
00107	7,000.00	*VENDOR TOTAL					
KNIFE RIVER - SOUTH DAKO							
ROAD MATERIALS	502.00	OPEN ASPHALT	506.572.376		406943	023932 P 326	
00060							
ROAD MATERIALS	2,573.00	OPEN ASPHALT	506.572.376		406944	023933 P 326	
00059							
ROAD MATERIALS	507.50	OPEN ASPHALT	506.572.376		407494	023931 P 326	
00061	3,582.50	*VENDOR TOTAL					
KOLETZKY IMPLEMENT INC							
PART & LABOR	440.50	GARAGE PARTS	801.801.249		27162-01	023939 P 326	00058
MCLAURY ENGINEERING INC							
PROFESSIONAL SERVICES	3,500.00	PROFESSIONAL SERVICES	201.201.202		28159	080908 P 326	
00069							
MERKEL ELECTRIC							
ELECTRICAL	881.48	REP. & MAINT. - EQUIPMEN	101.126.221		10410	000315 P 326	00067
ELECTRICAL	608.06	REP. & MAINT. - EQUIPMEN	101.126.221		10411	023930 P 326	00068
ELECTRICAL	222.45	CAPITAL REPAIR & MAINTEN	101.127.301		10446	023600 P 326	00071
ELECTRICAL	2,917.46	REP. & MAINT. - BUILDING	801.801.223		10494	023928 P 326	00066
	4,629.45	*VENDOR TOTAL					
OBSERVER							
NEWSPAPER ADS	60.00	ADVERTISING	203.203.211		7/12/2023	080925 P 326	
00073							
ONE OFFICE SOLUTION							
OFFICE SUPPLIES	510.00	PRINTING & BINDING	101.111.233		519529-00	231538 P 326	
00072YANKTON FINANCIAL SYSTEM							CITY
OF YANKTON							
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VENDOR NAME							
DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
PONCA STATE PARK							
SUMMER PROGRAM	644.00	RECREATION SUPPLIES	203.203.242		7/1/2023	080918 P 326	
00083							

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PRECISION PLUMBING SPRINKLER INSTALL	1,287.51	CAPITAL REPAIR & MAINTEN	101.127.301	1297	023909 P 326 00082
PRESS DAKOTA MSTAR SOLUT PUBLICATION	37.73	PROFESSIONAL SERVICES	101.123.202	143090	023321 P 326
00080					
ADVERTISMENT	63.06	REP. & MAINT. - EQUIPMEN	101.122.221	144500	023885 P 326 00074
ADVERTISMENT	35.99	REP. & MAINT. - EQUIPMEN	101.122.221	145170	023889 P 326 00075
PUBLIC NOTICE	10.88	PUBLISHING	101.106.211	145535	023225 P 326
00081					
COMMISSION MINUTES	365.44	PUBLISHING	101.101.211	2504	023395 P 326
00076					
NOTICE OF HEARING	49.28	PUBLISHING	101.101.211	2504	023394 P 326
00077					
NOTICE OF HEARING	26.88	PUBLISHING	101.101.211	2504	023388 P 326
00078					
PUBLICATION	28.64	PUBLISHING	101.101.211	2504	023391 P 326
00079					
TEEN ACTIVITY	175.00	ADVERTISING	202.202.211	6232504	080914 P 326
00070					
	792.90	*VENDOR TOTAL			
RON'S AUTO GLASS REPAIR BASEBALL CONCESSIONS	660.00	RIVERSIDE PARK BALLFIELD	503.544.321	103193	080904 P 326 00084
THIRD MILLENNIUM ASSO IN UTILITY BILLING	328.36	PROFESSIONAL SERVICES	601.601.202	30109	003880 P 326
00095					
UTILITY BILLING	313.76	PROFESSIONAL SERVICES	611.611.202	30109	003880 P 326
00096					
UTILITY BILLING	87.55	PROFESSIONAL SERVICES	631.631.202	30109	003880 P 326
00097					
	729.67	*VENDOR TOTAL			
TOMS ELECTRIC INSTALLED TEMP POWER	355.55	REP. & MAINT. - BUILDING	201.201.223	5192	080903 P 326 00098
REPLACED PARTS	586.23	REP. & MAINT. - BUILDING	201.201.223	5193	080913 P 326 00094
SERTOMA CONCESSIONS	5,181.72	SERTOMA PARK IMPROVEMENT	503.542.320	5195	080920 P 326 00092
	6,123.50	*VENDOR TOTAL			
TRAFFIC CONTROL CORP PUSH BUTTON EQUIPMENT	880.00	REP. & MAINT. - EQUIPMEN	101.126.221	144126	023941 P 326 00089
BATTERY BACKUP CABINET	7,898.00	EQUIPMENT	101.126.350	144617	023857 P 326
00093					
	8,778.00	*VENDOR TOTAL			
TRANSOURCE HOSE/ HANDSPRAY	512.66	GARAGE PARTS	801.801.249	41P34875	023934 P 326
00086					
PARTS	377.67	GARAGE PARTS	801.801.249	41P35050	023936 P 326
00088					
FUEL VALVE	138.98	GARAGE PARTS	801.801.249	41P35235	023935 P 326
00087					
	1,029.31	*VENDOR TOTAL			
TRUCK TRAILER SALES INC PARTS & LABOR	1,007.06	GARAGE PARTS	801.801.249	3148-224	023942 P 326 00090
PARTS & LABOR	6,286.91	GARAGE PARTS	801.801.249	3160-12	023943 P 326 00091

PARTS 839.25 GARAGE PARTS 801.801.249 3183-5 023900 P 326
 00085
 8,133.22 *VENDOR TOTAL YANKTON FINANCIAL SYSTEM
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VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
WHOLESALE SUPPLY INC	CONCESSIONS	1,664.30	MISCELLANEOUS CONCESSION	202.202.728		455317	080902	P 326
00102	CONCESSIONS	1,542.45	MISCELLANEOUS CONCESSION	202.202.728		455527	080912	P 326
00099	CONCESSIONS	938.60	MISCELLANEOUS CONCESSION	202.202.728		455593	080911	P 326
00100	CONCESSIONS	386.00	MISCELLANEOUS CONCESSION	202.202.728		455652	080910	P 326
00101		4,531.35	*VENDOR TOTAL					
WWGOETSCH ASSOCIATES INC	MOTOR FOR POOL PUMPS	524.08	REP. & MAINT. - BUILDING	202.202.223		110547	080919	P 326 00103
YANKTON BASEBALL ASSN	RIVERSIDE PAINT SUPPLIES	751.26	REP. & MAINT. - BUILDING	201.201.223		10916	022565	P 326 00105
YANKTON REDI MIX INC	QUARTZ RIVERSIDE BALLFIE	438.75	REP. & MAINT. - BUILDING	201.201.223		59098	080905	P 326 00106
YANKTON TRANSIT	SUMMER PROGRAM	696.50	RECREATION SUPPLIES	203.203.242		1184	080924	P 326
00104	YANKTON FINANCIAL SYSTEM							CITY
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VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
	REPORT TOTALS:	292,599.78						

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
101	GENERAL FUND	78,966.42
201	PARKS AND RECREATION	9,940.88
202	HUETHER FAMILY AQUATICS CTR	17,337.74
203	SUMMIT ACTIVITY CENTER	24,638.01
503	PARK CAPITAL	5,841.72
506	SPECIAL CAPITAL IMPROV	19,858.05
601	WATER OPERATION	98,280.32
611	WASTE WATER OPERATION	886.91
621	CEMETERY OPERATION	1,400.00
631	SOLID WASTE	19,028.41
637	JOINT POWER	3.55
801	CENTRAL GARAGE	16,417.77
TOTAL ALL FUNDS		292,599.78

BANK RECAP:

BANK	NAME	DISBURSEMENTS
1DAK	FIRST DAKOTA NAT'L BANK CORP	292,599.78
TOTAL ALL BANKS		292,599.78

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

DATE APPROVED BY

.....

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OFFICE OF THE CITY MANAGER

www.cityofyankton.org

VOL. 58 NUMBER 14

Commission Information Memorandum

The Yankton City Commission meeting on Monday, July 24, 2023 will begin at 7:00 pm.

Non-Agenda Items of Interest

1) Community & Economic Department Update

It has been nearly a month since the decision was made to condemn the apartment building located at 500 Douglas Ave. In that time our consulting engineer, Chris Wortmann, and the owner's engineer, Rise Inc., have submitted their initial assessments of the building's condition. Both agree that the building is not safe for occupancy in its current state, but that further investigation is necessary before a repair plan can be drafted. Repair work on the building cannot begin until the owner provides us with a stamped, engineered plan and we have issued a repair permit.

City Attorney Ross Den Herder has provided the owner with an indemnification agreement that would free the city from any legal liability in this matter. The owner has signed the agreement and the owner's liability insurance provider is close to listing the city as an additional insured on the property. When the insurance issue is addressed, we will be able to relinquish control of the building to the owner. This means the owner's consulting engineer and contractor will set the course from that point forward. It does not mean the building can be occupied by tenants prior to a solution being designed, approved, and implemented. The owner has also agreed to provide a fenced barrier to replace the city's barricades currently on site.

Throughout this process our office been in contact, often repeatedly, with five of the seven tenants who were forced to move out. The other two have been using the Red Cross as an information resource due to translation needs. Our consistent message has been that the ball is in the owner's court and that the city is unable to arrange for access or retrieval of their belongings. As far as we know, all former tenants have been able to find other apartments or alternative living arrangements. The tenants have been remarkably patient throughout this ordeal, perhaps because the dangerous condition of the building is readily apparent. We sincerely hope this matter will be resolved successfully for the tenants and that the owner will be able to safely repair the building.

2) Environmental Services Department Update

Staff continue to work with the South Dakota Department of Agriculture and Natural Resources (SD DANR) on the Revised Lead and Copper Rule. The Lead and Copper Rule Revisions require water systems to prepare and maintain an inventory of service line materials by October 16, 2024. On August 4, 2022, EPA released Guidance for Developing and Maintaining a Service Line Inventory to support water systems with their efforts to develop inventories and to provide states with needed information for oversight and reporting to EPA. SD DANR recently activated the website <https://www.sdwaterpipes.com/>. This website is designed to assist water systems in completing the lead service line inventory, and submitting the inventory. The website also includes

frequently asked questions. The City of Yankton is planning a major water meter replacement project to begin in early 2024. A contractor will be installing a large number of new water meters and completing a service line inventory during the installation. Not every meter will be replaced during this project so the City of Yankton is encouraging owners to visit the website and complete the survey. Staff would also like to remind owners that service lines are the responsibility of the owner from the meter all the way to the water main, including the connection.

3) Finance Department Update

The auditing process with Williams & Company, P.C. continues and auditors are wrapping up federal grant testing. A draft of financials and notes are being prepared for internal review before State inspection. The final presentation is scheduled tentatively at one of the August City Commissioner meetings.

In 2022, the U.S. Congress passed legislation to make Secured Overnight Financing Rate (SOFR) the official replacement for London Inter-Bank Offered Rate (LIBOR) in the United States. Our bank has adjusted to this change. Going forward effective August 1, 2023, the main City of Yankton banking account and Insured Cash Sweep Money Market Investment account will be tied to a 3-month SOFR rate.

Beginning this month, the Finance Office will be submitting a schedule of bills to pay at every City Commissioner meeting. There are many advantages such as paying vendors faster, preventing PO's to be double paid, spreading out the amount of data entry duties, ensuring finance reports are up-to-date, and potentially lowering the amount of manual checks needed. After commissioner approval, our general policy is to print, process, and mail vendor checks by the following Thursday.

Enclosed in your packet is the Monthly Finance Report for June activity and the second quarter 2023 Revenues and Expenditures Report comparing quarterly and year-to-date totals with 2022 figures.

4) Police Department Update

Sgt. Schindler, Sgt. Bruening, Sgt. McNinch and Sgt. O'Farrell attended a supervising patrol critical incident course in Vermillion on July 13-14. This course was hosted by the National Tactical Officers Association. The course is designed to provide patrol supervisors with the information and tools needed to manage a critical incident prior to the arrival of other resources.

YPD helped out with traffic control and led the tractor parade the last weekend.

Det. Osborne is attending a week-long course in Vermillion from July 17-21. This course is a sex crimes investigation class hosted by the Southern Police Institute.

The bikes have been utilized on patrol and we are waiting for others to attend training. In less than two weeks we have already travelled 107 miles and have had a lot of citizen interaction.

5) Parks and Recreation Department Update

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

6) Fire Department Update

Currently Deputy Chief Larry Nickles is working on a number of projects in his capacity as Fire Marshal. He works with Gregg Homstad (Community Development) in reviewing building plans to ensure they are compliant with the fire code and often meets with owners and building managers to

communicate requirements related to building and alarm systems. Notable recent activities included ensuring that the alarm system for the Runza restaurant is online, following up with managers at 1700 Locust regarding an out-of-service elevator, and checking progress on fire protection systems at Hillcrest Country Club.

Chief Linke began meeting individually with external stakeholders to report on progress being made with the strategic plan. One of the major goals of the strategic plan is to ensure interoperability and unified command among every response agency in Yankton County. Radio communication and transfer of information between entities are key components to interoperability. Chief Linke met with Julia Hussein (911 Dispatch) to continue strategizing changes and updates to call taking and response protocols from the Fire Department's perspective.

Volunteers will be participating in a roof ventilation drill with the Gayville Fire Department on July 24. Officer/Leadership Training will be held on July 31. Boss's Night is August 7. This annual event is an opportunity for the department and our volunteers to show appreciation to employers who allow members to leave work for call response. Bosses are treated to a steak dinner and fellowship. We are very fortunate to have a good number of employers who support the community by sacrificing a few hours of productivity each week in order for volunteers to provide fire protection.

7) Human Resources & Employee Engagement Department Update

We are accepting applications for full time Police Officers. This position will remain open until it is filled. Interested applicants can visit cityofyankton.org and click on the Employment tab for information, or directly contact the Human Resource Department.

We continue to accept applications for Library Circulation Assistant. This part-time position will remain open until filled.

The City of Yankton's July presentation by Well 365 out of Sioux Falls was focused on "Looking Beyond the Scale" to learn how else can we measure success beyond the number on the scale.

The annual employee picnic was held July 12 at Riverside Park. The City of Yankton Employee pool party is scheduled for August 7 from 5:00-7:30 PM at the Huether Family Aquatics Center.

AFSCME wage opener negotiation was on July 17. FOP wage opener is scheduled for July 25.

The Safety Committee held their quarterly meeting on July 20. Brad Wilson from Insurance Benefits and the SD Municipal League Worker's Compensation Fund Administrator gave a presentation on the importance of safety for our organization.

8) Information Services Department Update

IT replaced a power supply in the meeting room and tested the repair. I believe we have the problem from the last meeting resolved. We have quotes for two of the three options presented for replacing the hardware associated with monitoring the radio equipment. Once we have the final quote we will proceed with replacement of the necessary equipment. IT staff has continued to physically monitor the generator and have done weekly site visits to monitor the site.

9) Library Update

The library hosted Starr Chief Eagle on July 17 at Riverside Park Amphitheatre. With nearly 200 in attendance, Starr again captivated the audience with her talented hoop dancing and taught us about

the Lakota culture. Several children were able to go up on the stage to interact and learn some hoop dancing basics and join along with Starr in a performance for the audience.

The Friends of the Library hosted their third outdoor book sale of the summer on Saturday, July 15. They sold books for \$3 per bag to help clear out some of their inventory and took in an impressive \$620! That is about 206 bags of books back into the community! The Friends of the Library use the funds they raise to help the library with programs and materials that are not in our regular budget. This summer the Friends once again sponsored all of our special performers for our Summer Reading Program. We are thankful for their hard work and dedication to our library and to our community!

10) Public Works Department Update

Street Department crews are asphalt patching at various locations throughout the city. Crews are also painting pavement markings in the streets and parking lots, and mowing various right-of-way locations in the city. As the temperatures get hot, crews are also addressing concrete heaves in the streets.

Marne Creek Bank Stabilization: The contractor is nearing the completion of this project. There are some small areas of trail that still need to be replaced, but for the most part the concrete work is done. As of the week of July 16th, it is estimated that 90-95% of the stabilization is in place. There are areas that will need fine-tuning as the project is completed. The contractor will continue their work on the grading for seeding and installation of plantings. The final completion for the project is July 28, 2023.

Elm Street 20th to 21st: Contract documents are currently being executed. Staff has made contact with Katzer Concrete to discuss scheduling of this project and were informed that the contractor plans to begin the middle of August.

Third Street & Green Street: Project notices have been delivered to the adjacent property owners, informing them of the start date for construction on 3rd Street and Green Street. The contractor will begin work on July 26th. The project is a total reconstruction project, which includes water, sanitary sewer, and storm sewer utility replacement.

Airport North Hangar Taxilane, Access Road, and Runway 20 Turnaround: The Runway 20 turnaround phase of the project is complete, with the exception of a sign installation which is six weeks out according to the contractor. Crews are now grading the new hangar, taxiway, and entrance road area.

11) Monthly reports

The Yankton Police Department and Joint Powers Solid Waste Authority monthly reports are included for your review. Also included are the minutes from the Parks 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	JUNE 2023	JUNE 2022	JUNE 2023 YTD	JUNE 2022 YTD
UTILITY BILLING:				
Water				
Water Sold (in gallons per 1,000)	77,113 M	65,572 M	300,807 M	279,237 M
Water Billed	\$735,010.85	\$656,271.34	\$3,292,439.33	\$3,122,232.05
Basic Water Fee/Rate per 1000 ga	\$27.51/6.30	\$27.51/6.30		
Number of Accounts Billed	5,725	5,634	33,227	32,883
Number of Bills Mailed	5,725	5,634	33,227	32,883
Total Meters Read	5,979	5,923	35,826	35,480
Meter Changes/pulled	5	1	41	32
Total Days Meter Reading	1	1	6	6
Misreads found prior to billing	0	0	0	0
Customers requesting Rereads	0	0	0	0
Sewer				
Sewer Billed	\$405,308.19	\$379,316.68	\$2,320,105.87	\$2,101,296.02
Basic Sewer Fee/Rate per 1000 ga	\$17.53/\$6.80	\$11.22/\$6.80		
Solid Waste				
Solid Waste Billed	\$110,660.83	\$109,790.49	\$659,882.92	\$654,537.62
Basic Solid Waste Fee	\$23.61	\$23.61		
Tax Billed	\$7,156.75	\$7,100.46	\$42,675.58	\$42,315.67
Misc. Billed	\$3,690.00	\$2,580.00	\$9,028.40	\$7,800.00
Total Utility Billing:	\$1,261,826.62	\$1,155,058.97	\$6,324,132.10	\$5,928,181.36
Adjustment Total:	(\$760.00)	(\$153.87)	(\$1,359.78)	(\$472.14)
Misread Adjustments	\$0.00	\$0.00	\$0.00	\$0.00
Other Adjustments	(\$680.00)	(\$63.87)	(\$1,099.78)	(\$52.14)
Penalty Adjustments OFF	(\$80.00)	(\$90.00)	(\$540.00)	(\$520.00)
Penalty Adjustments ON	\$0.00	\$0.00	\$280.00	\$100.00
New Accounts/Connects	170	138	535	458
Accounts Finaled/Disconnects	50	82	246	300
New Accounts Set up	3	3	22	20
Delinquent Notices	353	339	2,227	2,242
Doorknockers	162	135	849	777
Delinquent Call List	105	47	551	364
Notice of Termination Letters	6	8	61	47
Shut-off for Non-payment	4	3	35	24
Delinquent Notice Penalties	\$3,530.00	\$3,390.00	\$22,270.00	\$22,420.00
Doorknocker Penalties	\$1,620.00	\$1,350.00	\$8,490.00	\$7,770.00
Other Office Functions:				
Interest Income	\$249,893.73	\$64,390.27	\$1,329,041.22	\$136,357.72
Interest Rate-Checking Account	5.58%	1.39%		
Interest Rate-CDs	N/A	N/A		
# of Monthly Vendor Checks	125	137		
Payments Issued to Vendors	\$4,683,292.89	\$2,447,554.12	\$17,166,416.02	\$9,936,573.88
# of Employees on Payroll	306	271		
Monthly Payroll	\$649,226.81	\$481,378.15	\$3,650,606.69	\$2,677,692.37

CITY OF YANKTON
Revenues and Expenditures

	01Apr2023 30Jun2023	01Apr2022 30Jun2022	YTD 2023	YTD 2022
101 General Fund				
Revenues	4,632,182.30	5,171,683.78	7,232,548.06	15,437,100.91
Expenditures	2,689,968.03	2,834,998.60	5,227,628.47	11,031,812.32
201 Parks				
Revenues	29,670.41	7,204.24	38,884.50	32,388.99
Expenditures	640,917.49	498,958.21	946,249.98	1,748,633.21
202 Huether Family Aquatics Center				
Revenues	396,111.01	284,338.38	591,591.47	593,241.23
Expenditures	639,895.64	612,944.36	680,311.87	1,549,344.05
203 Summit Activity Center				
Revenues	132,798.52	117,836.33	228,745.42	307,437.07
Expenditures	201,174.42	173,932.60	336,638.67	699,594.47
204 Marne Creek				
Revenues		350,128.77	1,667.00	(168,678.66)
Expenditures	1,579,653.84	129,242.69	2,746,328.34	518,517.96
205 Casualty Reserve				
Revenues	533.81	96.00	846.42	862.76
Expenditures				3,000.00
207 Bridge and Street				
Revenues	13,247.89	11,086.56	14,742.44	25,122.87
Expenditures	14,034.19	1,191.27	23,204.38	5,116.04
208 911/Dispatch				
Revenues	39,535.29	31,701.71	41,870.82	138,225.22
Expenditures	189,251.69	199,588.53	369,403.62	748,064.42
209 Business Improvement District				
Revenues	34,143.57	32,816.76	51,402.29	138,698.78
Expenditures				212,028.90
211 Lodging Sales Tax				
Revenues	204,425.21	193,043.53	335,795.99	807,140.82
Expenditures	177,141.21	129,324.60	358,481.70	758,674.57
241 Infrastructure Improvement				
Revenue	1,940.94	3,423.47	2,406.25	34,204.35
Expenditures				

CITY OF YANKTON
Revenues and Expenditures

	01Apr2023 30Jun2023	01Apr2022 30Jun2022	YTD 2023	YTD 2022
501-504 Improvements/Capital				
Revenues	18,510.86	36,522.12	59,960.86	865,305.14
Expenditures	132,283.22	(282,148.44)	517,473.33	2,253,127.02
505 HFAC Construction				
Revenues	(17,019.06)	11,441.87		37,812.52
Expenditures			2,650.00	(133,931.15)
506 Special Capital Improvements				
Revenues	2,087,699.53	1,815,202.84	3,001,756.03	6,053,162.44
Expenditures	1,107,158.96	389,422.69	1,543,991.24	3,170,424.07
510 TID #5 Menards				
Revenues	82,263.45	89,479.82	94,008.95	175,514.58
Expenditures				
511 TID #6 Westbrook Estates				
Revenues	180,371.36	182,626.73	198,869.25	351,790.33
Expenditures				349,220.83
512 TID #7 West 10th Street				
Revenues	28,590.25	25,734.06	32,010.72	51,654.76
Expenditures				51,763.65
513 TID #8 Westbrook Phase 2				
Revenues	67,619.00	40,530.74	72,257.67	77,990.14
Expenditures				77,990.14
514 TID #9 Yankton Mall				
Revenues	505.34	517.42	505.34	1,034.84
Expenditures				6,178.96
515 TID #11 East Yankton / Gehl				
Revenues				
Expenditures		21,760.00	450.00	
516 TID #12 Mead Property				
Revenues				359,165.62
Expenditures	764,681.30		1,369,830.16	434,650.25
601-608 Water				
Revenues	2,054,950.84	1,777,955.54	3,707,656.86	8,302,157.54
Expenditures	1,589,849.52	2,130,906.64	4,844,896.31	11,511,045.06
611-614 Wastewater				
Revenues	1,224,042.10	1,103,786.81	2,379,323.80	5,019,734.51
Expenditures	1,586,875.13	1,477,467.26	3,156,274.28	9,971,772.15
621 Cemetery				
Revenues	17,606.85	6,753.82	26,056.41	28,521.95
Expenditures	40,146.74	22,722.48	69,228.97	88,288.91
631 Solid Waste Collection				
Revenues	348,278.73	333,209.25	688,309.29	1,350,278.34
Expenditures	312,764.10	435,422.55	675,409.16	1,330,659.60
637 Joint Powers Landfill				
Revenues	505,496.60	466,663.03	877,896.72	1,766,173.39
Expenditures	555,112.31	402,606.10	1,070,112.06	2,255,588.41
641 Fox Run Golf Course				
Revenues		10,000.02	1.00	63,586.92
Expenditures	31,273.20	30,476.39	149,788.73	385,714.17

PARKS AND RECREATION DEPARTMENT

SUMMIT ACTIVITIES CENTER and RECREATION PROGRAMS

Summit Activities Center Membership Information:

	Current	Last	Change
○ Active & Fit/Renew Active/Silver Sneakers	128	126	2
○ Adult Annual	69	65	4
○ Adult EFT	44	43	1
○ Adult Monthly	124	136	-12
○ City of Yankton Single	56	56	0
○ Firefighter Single	19	19	0
○ 10 Use Punch card	57	59	-2
○ Individual Annual	95	96	-1
○ Individual Monthly	5	5	0
○ Radio	41	41	0
○ Youth Annual	38	36	2
○ Youth EFT	16	16	0
○ Youth Monthly	75	59	16
Total # of Active Members	767	757	10

- Mid-February 2023- total memberships peaked at 861.
 - Last year at the end of June we had 689 active memberships.
 - In June of 2019 (pre-pandemic), we had 1,044 memberships on the books.
 - Please note the radio trade memberships, for marketing our facilities and programs on the radio stations in town, have been implemented and are reflected in this report.
- Attendance – 2,722 (1,729 SAC, No GL attendance figures at the time of this report) compared to 1,225 in June 2022.
- Total Cash Revenue at the SAC 7/1-15/23 – \$11,172.58 compared to \$7,156.67 in 2022

Tuesday, July 4, 2023

- **4th of July – SAC Closed**
- **4th of July – Huether Family Aquatics Center open 11:30am-5pm (moved to SAC due to rain)**
 - **Total Attendance: 83**

Monday, July 10, 2023

- **Summer Programs Session 2 Started**
 - Participants – 702 (2022 - 697)

Saturday, July 15, 2023

- **SAC Library Day Passes Used**
 - 1 Coupons (1 Adult)

Additional SAC Information for First Half of July:

- **Aqua Zumba**
 - Participation – 35 Participants
- **H2O Sculpt**
 - Participation – 0 Participants
- **Power Abs**
 - Participation – 18 Participants
- **Power Yoga**
 - Participation – 20 Participants
- **Prime Time Senior Class**
 - Participation – 49 Participants
- **Strength & Flexibility**
 - Participation – 12 Participants
- **STRONG Nation**
 - Participation – 0 Participants
- **Tabata**
 - Participation – 18 Participants
- **Trim & Tone**
 - Participation – 0 Participants
- **Turbo Kick**
 - Participation – 0 Participants
- **Wake UP**
 - Participation – 4 Participants
- **Water Aerobics Classes**
 - Participation – 100 Participants
- **Work Out Express Class**
 - Participation – 12 Participants
- **Yoga**
 - Participation – 14 Participants

- **Zumba**
 - Participation – 16 Participants
- **Zumba Gold**
 - Participation – 50 Participants
- **Birthday Party Rentals**
 - Participation – 0 Birthday Parties
- **Auxiliary/Main Gym Rentals**
 - Hours Rented – 0 Hours
- **Theater Rentals**
 - Hours Rented – 0 Hours
- **Meeting Rooms**
 - Hours Rented – 0 Hours
- **City Hall Rentals**
 - Hours Rented – 0 Hours
- **Capital Building Rentals**
 - Days Rented – 5
- **Park Shelters**
 - Riverside - 19 Rentals
 - Memorial – 6 Rentals
 - Westside – 0 Rental
 - Meridian Bridge – 0 Rental

<i>Huether Aquatic Fitness Classes: First Half of July</i>

- **Aqua Zumba**
 - Participation – 8 Participants
- **Water Fitness**
 - Participation – 25 Participants
- **Yoga**
 - Participation – 10 Participants

- Total The Huether Family Aquatics Center Passes Sold: 3,605 (3,912 – 2022)

Thursday, July 1-15, 2023 Aquatics Library and Utility Passes						
	Library Pass			Utility Pass		
	Adults	kids	coupon	Adults	Kids	coupon
7/1/2023	2	1	1			
7/2/2023	13	8	8			
7/3/2023	12	12	8			
7/4/2023						
7/5/2023	6	10	4			
7/6/2023	8	18	7			
7/7/2023						
7/8/2023	12	22	8			
7/9/2023	16	22	10			
7/10/2023	20	29	12			
7/11/2023	1	3	1			
7/12/2023	4	9	3			
7/13/2023	4	8	3			
7/14/2023	1	3	1			
7/15/2023	3	5	2			

PARKS

The Parks Department had a contractor put in a new 200 Amp electrical panel with 16 circuits in the concession stand at Sertoma Park. This should allow the concessionaire to power the concession equipment she needs with no tripped breakers due to overload or old materials.

A lady from Bloomfield just called The Thrive office and she wanted to tell us that this was 'the best fireworks display she has ever seen' and that 'she's seen a lot of them since she's old'. Ha! She hopes this will always continue. I said I would pass along her praise to the City.

Good work, City of Yankton!

Becky Wiswall- Thrive

I attended the first night of Music at the Meridian with my family last night. It was AWESOME! Just wanted you and the rest of your staff to know how much we enjoyed the evening and we really appreciate all of the work that you put into it.

You did a nice job of dialing in the weather also 😊

Tim Linke

Luke is working with outside organizations and their special event applications and events for this summer and fall.

Luke is working with the Thursday Music at the Meridian concert series in July and August. The first two Thursday nights have seen large attendance.

The Parks staff met with YBA and are preparing the Riverside Baseball Stadium for the Legion State Tournament that begins on Monday, July 25.

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

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

The parks staff has and will be moving picnic tables, trash cans, barricades, and other needed items for the events that take place in the community over the coming months.

June 2023

YPD

Calls for Service

911 HANG UP	3
911 OPEN	10
ALARM	14
ALCOHOL	7
AMBULANCE	25
ANIMAL	79
ASSAULT	3
ASSIST	3
ATTEMPT TO LOCATE	3
BOND VIOLATION	1
BURGLARY BUSINESS	2
BURGLARY RESIDENTIAL	1
CHILD ABUSE	3
CHILD CUSTODY	8
CITY SERVICES	1
CIVIL DISPUTE	23
CRIMINAL ENTRY OF MV	4
DISORDERLY CONDUCT	16
DOMESTIC VIOLENCE	20
DRIVING COMPLAINT	37
DRIVING COMPLAINT 911	17
DRUG	13
ELDER ABUSE	1
ESCORT	6
EX PATRL	6
FAMILY OFFENSE	10
FIGHT	6
FIRE ALL CALL	2
FIRE ON CALL	1
FIREWORKS	6
FOREIGN AID	18
FORGERY	1
FRAUD	9
HARASS	19
HAZMAT	1
HIT&RUN	10
INFORMATION	43
INSPECT	4
JAIL ISSUES	1
JUV	15
LEWDNESS	1
LITTER	2
LOST & FOUND	17
MENTAL ILLNESS	13
MISC	5
MISSING PERSON	3
MOTOR ASSIST	14
NOISE COMPLAINT	11
OPN DOOR	1
PARKING	27
PAROLE/PROBATION	15
PRIVATE PROPERTY COLLISION	8
PROPERTY	11
PROTECTION ORDER	6
PUBLIC INTOX	2
PURSUIT	1
REQUEST	4
RUNAWAY	2
SAFETY TALK	5
SEX CRIME	6
SIG 2	12
SIGNAL 1 INJURY	5
SUICIDE	7
SUSP ACTIVITY	13
SUSPICIOUS PERSON/VEHICLE	67
THEFT	48
THREAT	9
TRAFFIC CONTROL	4
TRAFFIC HAZARD	1
TRAFFIC STOP	280
TRESPASS	25
VANDALISM	11
VEHICLE/ROAD COMPLAINT	11
WARRANT	11
WEAPONS	5
WELFARE CHECK	67
Total	1182

Adult Arrests:
Individuals Arrested: 65
Of Charges: 82

Juvenile Arrests:
Individuals Arrested: 7
Of Charges: 8

Citations: 91

June 2023
 YPD
 Activity Report

	GENERAL SUMMARY			
	THIS MONTH		Year To Date	
	This Year	Last Year	This Year	Last Year
POLICE INCIDENTS	1182	923	6388	5406
SHERIFF INCIDENTS	348	244	1587	1123
AMBULANCE CALLS (YPD)	25	31	158	137
FIRE / HAZMAT CALLS	4	6	26	46
FOREIGN AID CALLS	18	11	98	75
ALARMS	14	21	69	82
ANIMAL CALLS / COMPLAINTS	79	59	344	302
ANIMALS CLAIMED OR IMPOUNDED (HHS)	21	13	84	61
ANIMALS DISPOSED	0	0	0	0

	ACCIDENT SUMMARY			
	THIS MONTH		Year To Date	
	This Year	Last Year	This Year	Last Year
STATE REPORTABLE	15	22	105	101
NON REPORTABLE AND HIT & RUN	12	15	116	130
SIGNAL 1 INJURY	5	5	19	21
# PERSONS INJURED	6	5	20	17
FATALITIES	0	0	0	0
PEDESTRIAN ACCIDENT	0	1	0	1

June 2023

YPD

Citations

			THIS MONTH		YEAR TO DATE	
	This Month Juv / Adult		Total This Year	Total Last Year	Total This Year	Total Last Year
SUSPENDED, EXPIRED OR UNLICENSED DRIVER	2	24	26	21	161	133
CARELESS DRIVING	1	2	3	1	16	5
EXHIBITION DRIVING			0	0	4	6
SPEEDING	4	31	35	21	274	161
STOP SIGN, RED LIGHT VIOLATION	1	7	8	6	34	28
ANIMALS AT LARGE			0	0	0	1
MAINTENANCE OF FINANCIAL RESPONSIBILITY		4	4	4	55	52
OPEN CONTAINER		2	2	0	12	20
CONSUMPTION UNDERAGE (18-20 yoa)			0	0	2	13
LIQUOR VIOLATIONS / FURNISHING ALCOHOL TO A MINOR			0	0	0	5
MISDEAMEANOR DRUG VIOLATIONS (POSS. OF DRUG PARAPH)	4	9	13	11	80	109
TOBACCO VIOLATIONS			0	1	32	32
PETTY THEFT UNDER \$400	1		1	6	9	31
INTENTIONAL DAMAGE TO PROPERTY			0	0	0	2
OTHER VIOLATIONS	6	23	29	30	138	150
TOTAL TRAFFIC CITATIONS	19	102	121	101	817	748

June 2023
YPD
Adult Arrest

	THIS MONTH		YEAR TO DATE	
	This Year	Last Year	This Year	Last Year
HOMICIDE/MURDER	0	0	1	0
RAPE	0	0	0	0
ROBBERY	0	0	0	0
DUI	12	15	79	81
DRIVING UNDER REVOCATION	6	6	25	23
BURGLARY	0	2	1	5
ASSAULT AGGRAVATED	0	2	2	8
ASSAULT SIMPLE	4	3	14	15
CRIMES AGAINST FAMILY / DOMESTIC VIOLENCE	4	10	27	34
DISORDERLY CONDUCT	0	0	2	2
SEXUAL CONTACT/SEX OFFENSES	4	0	4	0
THEFT PETTY	0	1	4	7
THEFT GRAND	1	1	4	5
THEFT AUTO	0	1	2	1
FORGERY & COUNTERFEITING	0	1	6	4
FRAUD	0	0	0	0
EMBEZZLEMENT	0	0	0	0
INTENTIONAL DAMAGE	0	1	2	6
NARCOTIC DRUG CHARGES	5	9	119	89
LIQUOR ARRESTS	0	6	2	8
WEAPONS VIOLATION	0	2	4	6
WARRANTS	26	22	136	119
PROTECTIVE CUSTODY	0	0	0	0
ALL OTHER OFFENSES	27	36	220	210
TOTAL ADULT ARRESTS	89	118	654	623

June 2023
YPD
Juvenile Arrests

	THIS MONTH		YEAR TO DATE	
	This Year	Last Year	This Year	Last Year
CURFEW	2	5	3	9
RUNAWAY	2	3	9	7
MIC	1	6	13	19
DUI	0	0	2	1
LIQUOR ARRESTS	0	0	0	0
MURDER	0	0	0	0
RAPE	0	0	0	0
ROBBERY	0	0	0	0
BURGLARY	0	0	0	0
ASSAULT AGGRAVATED	0	0	0	0
ASSAULT SIMPLE	0	0	5	1
CRIMES AGAINST FAMILY/ DOMESTIC VIOLENCE	0	0	0	1
DISORDERLY CONDUCT DISTURBANCE OF SCHOOL	0	0	18	21
SEXUAL CONTACT / SEX OFFENSES	0	0	0	0
THEFT PETTY	0	0	0	0
THEFT GRAND	0	0	0	0
THEFT AUTO	0	0	0	0
FORGERY & COUNTERFEITING	0	0	0	0
FRAUD	0	0	0	0
EMBEZZLEMENT	0	0	0	0
INTENTIONAL DAMAGE	0	0	0	0
NARCOTIC DRUG CHARGES	2	0	7	8
WEAPONS VIOLATIONS	0	0	0	0
ALL OTHER OFFENSES	2	3	9	6
TOTAL JUVENILE ARRESTS	9	17	66	73

Joint Powers Solid Waste Authority
Financial Report Thru June 30, 2023

Description	Yankton Transfer	Vermillion Landfill	Total Joint	6 Month Budget	Legal 2023 Budget
Joint Power Transfer/Landfill					
<i>Total Revenue</i>	\$875,923.03	\$554,570.89	\$1,430,493.92	\$1,179,300.00	\$2,358,600.00
<i>Expenses:</i>					
Personal Services	192,771.75	196,176.40	388,948.15	420,014.00	840,028.00
Operating Expenses	160,177.84	345,451.91	505,629.75	530,926.50	1,061,853.00
Depreciation (est)	99,274.74	126,492.00	225,766.74	227,848.00	455,696.00
Trench Depletion	0.00	156,009.84	156,009.84	115,000.00	230,000.00
Closure/Postclosure Resrv	0.00	6,415.72	6,415.72	13,000.00	26,000.00
Amortization of Permit	0.00	1,032.40	1,032.40	750.00	1,500.00
<i>Total Operating Expenses</i>	452,224.33	831,578.27	1,283,802.60	1,307,538.50	2,615,077.00
<i>Non Operating Expense-Interest</i>	3,268.87	59,810.26	63,079.13	36,730.50	73,461.00
<i>Landfill Operating Income</i>	420,429.83	(336,817.64)	83,612.19	(164,969.00)	(329,938.00)
Joint Recycling Center					
<i>Total Revenue</i>	0.00	32,991.88	32,991.88	52,750.00	105,500.00
<i>Expenses:</i>					
Personal Services	0.00	111,853.71	111,853.71	131,046.50	262,093.00
Operating Expenses	0.00	85,435.50	85,435.50	66,750.00	133,500.00
Depreciation (est)	0.00	23,832.00	23,832.00	19,000.00	38,000.00
<i>Total Operating Expenses</i>	0.00	221,121.21	221,121.21	216,796.50	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	(188,129.33)	(188,129.33)	(164,046.50)	(328,093.00)
<i>Total Operating Income</i>	\$420,429.83	(\$524,946.97)	(\$104,517.14)	(\$329,015.50)	(\$658,031.00)
Tonage in Trench:	<u>6/30/2022</u>	<u>6/30/2023</u>			
Asbestos	29.34	35.63	35.63	25.00	50.00
Centerville	153.86	200.05	200.05	550.00	1,100.00
Clay County Garbage	7,685.99	8,573.88	8,573.88	7,250.00	14,500.00
Elk Point	527.75	564.86	564.86	130.00	260.00
Yankton County Garbage	12,053.44	12,010.89	12,010.89	11,950.00	23,900.00
<i>Total Tonage in Trench</i>	20,450.38	21,385.31	21,385.31	19,905.00	39,810.00
Operating Cost per ton			\$60.03	\$67.53	\$67.53

This report is based on the following:

Revenue accrual thru June 30, 2023

Expenses cash thru June 30, 2023 with July bills

Joint Powers Solid Waste Authority
Financial Report Thru June 30, 2023

Description	Yankton Transfer	Vermillion Landfill	Total Joint	6 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	420,429.83	(524,946.97)	(104,517.14)	(329,015.50)	(658,031.00)
Depreciation	99,274.74	150,324.00	249,598.74	246,848.00	493,696.00
Trench Depletion	0.00	156,009.84	156,009.84	115,000.00	230,000.00
Amortization of Permit	0.00	1,032.40	1,032.40	750.00	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	750,000.00	1,500,000.00
Contributed Capital	0.00	3,756.00	3,756.00	2,500.00	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	39,501.34	39,501.34	2,500.00	5,000.00
<i>Cash Flow Transfer:</i>					
Joint Power Transfer/Landfill	(421,900.90)	421,900.90	0.00	870,000.00	1,740,000.00
Joint Recycling Center	0.00	0.00	0.00	0.00	0.00
Total Funds Available	361,926.83	2,784,409.51	3,146,336.34	4,457,563.97	6,116,146.47
Application of Funds Available					
<i>Joint Power Transfer/Landfill</i>					
Equipment	169,461.40	44,409.51	213,870.91	281,000.00	562,000.00
Trench	0.00	0.00	0.00	0.00	0.00
Closure/Postclosure Cash Res.	0.00	6,415.72	6,415.72	13,000.00	26,000.00
<i>Joint Recycling Center</i>					
Equipment	0.00	44,409.51	44,409.51	47,000.00	94,000.00
<i>Payment Principal</i>	33,218.94	49,114.18	82,333.12	173,964.50	347,929.00
<i>Appropriation to Reserve</i>	0.00	0.00	0.00	0.00	0.00
Total Applied	202,680.34	144,348.92	347,029.26	514,964.50	1,029,929.00
Ending Balance	\$159,246.49	\$2,640,060.59	\$2,799,307.08	\$3,942,599.47	\$5,086,217.47

Joint Power Transfer/Landfill Description	Yankton Transfer	Vermillion Landfill	Total Joint	6 Month Budget	Legal 2023 Budget
<i>Revenue: (accrual)</i>					
Asbestos	\$0.00	\$2,316.02	\$2,316.02	\$3,000.00	\$6,000.00
Elk Point	0.00	31,349.87	31,349.87	31,200.00	\$62,400.00
Centerville	0.00	11,102.88	11,102.88	7,000.00	14,000.00
Beresford	0.00	0.00	0.00	0.00	0.00
Clay County Garbage	0.00	494,521.73	494,521.73	412,500.00	825,000.00
Compost-Yd Waste-Wood	0.00	2,183.72	2,183.72	4,750.00	9,500.00
Contaminated Soil	0.00	3,388.12	3,388.12	3,750.00	7,500.00
White Goods	0.00	984.75	984.75	3,000.00	6,000.00
Tires	0.00	8,078.80	8,078.80	5,000.00	10,000.00
Electronics	0.00	345.00	345.00	3,000.00	6,000.00
Other Revenue	4,357.55	300.00	4,657.55	2,550.00	5,100.00
Cash long	(3.03)	0.00	(3.03)	0.00	0.00
Rubble	25,587.71	0.00	25,587.71	26,000.00	52,000.00
Transfer Fees	840,943.70	0.00	840,943.70	675,000.00	1,350,000.00
Metal	5,037.10	0.00	5,037.10	2,500.00	5,000.00
Other Operational - Solid Waste	0.00	0.00	0.00	50.00	100.00
Total Revenue	875,923.03	554,570.89	1,430,493.92	1,179,300.00	2,358,600.00
<i>Expenses: (cash)</i>					
Personal Services	192,771.75	196,176.40	388,948.15	420,014.00	840,028.00
Insurance	23,259.48	7,396.85	30,656.33	16,664.00	33,328.00
Professional Service/Fees	18,110.95	62,365.90	80,476.85	95,000.00	190,000.00
Non Professional Fees	0.00	0.00	0.00	0.00	0.00
Processing- Reduction	0.00	11,297.60	11,297.60	6,000.00	12,000.00
State Fees	0.00	21,385.31	21,385.31	23,250.00	46,500.00
Professional - Legal/Audit	2,110.20	0.00	2,110.20	1,375.00	2,750.00
Publishing & Advertising	0.00	316.17	316.17	1,400.00	2,800.00
Rental	0.00	0.00	0.00	250.00	500.00
Hauling fee	0.00	0.00	0.00	0.00	0.00
Equipment repair	34.59	78,010.86	78,045.45	33,000.00	66,000.00
Motor vehicle repair	0.00	2,183.92	2,183.92	12,250.00	24,500.00
Vehicle fuel & maintenance	75,799.23	28,121.86	103,921.09	137,500.00	275,000.00
Equip, Mat'l & Labor	7,156.35	0.00	7,156.35	32,500.00	65,000.00
Building repair	1,426.88	7,216.03	8,642.91	12,000.00	24,000.00
Facility repair & maintenance	0.00	4,683.21	4,683.21	17,500.00	35,000.00
Postage	252.12	14.49	266.61	425.00	850.00
Office supplies	503.09	95.96	599.05	1,750.00	3,500.00
Copy supplies	174.26	19.65	193.91	187.50	375.00
Uniforms	176.95	2,047.96	2,224.91	3,750.00	7,500.00
Small Tools & Hardware	384.99	0.00	384.99	125.00	250.00
Travel & Training	0.00	951.90	951.90	2,250.00	4,500.00
Operating supply	0.00	94,732.32	94,732.32	91,300.00	182,600.00
Electricity	13,159.21	7,780.83	20,940.04	15,500.00	31,000.00
Heating Fuel - Gas	14,025.00	13,998.17	28,023.17	22,750.00	45,500.00
Water	1,779.50	453.60	2,233.10	1,800.00	3,600.00
WW service	1,351.70	0.00	1,351.70	650.00	1,300.00
Landfill	118.05	0.00	118.05	150.00	300.00
Telephone	355.29	2,379.32	2,734.61	1,600.00	3,200.00
Depreciation (est)	99,274.74	126,492.00	225,766.74	227,848.00	455,696.00
Trench Depletion		156,009.84	156,009.84	115,000.00	230,000.00
Closure/Postclosure Resrv		6,415.72	6,415.72	13,000.00	26,000.00
Amortization of Permit		1,032.40	1,032.40	750.00	1,500.00
Total Op Expenses	452,224.33	831,578.27	1,283,802.60	1,307,538.50	2,615,077.00

Joint Powers Solid Waste Authority
Financial Report Thru June 30, 2023

Joint Power Transfer/Landfill Description	Yankton Transfer	Vermillion Landfill	Total Joint	6 Month Budget	Legal 2023 Budget
<i>Non Operating Expense-Interest</i>	3,268.87	59,810.26	63,079.13	36,730.50	73,461.00
<i>Bond Issuance Costs</i>	0.00	0.00	\$0.00	0.00	10,000.00
<i>Operating Income (Loss)</i>	\$420,429.83	(\$336,817.64)	\$83,612.19	(\$164,969.00)	(\$339,938.00)
<i>Capital:</i>					
Capital Outlay	\$169,461.40	\$44,409.51	\$213,870.91	\$281,000.00	\$562,000.00
Landfill Development	0.00	104,443.12	104,443.12	787,000.00	\$1,574,000.00
Capital Lease	0.00	0.00	0.00	0.00	\$0.00
<i>Total Capital Expenditures</i>	\$169,461.40	\$148,852.63	\$318,314.03	\$1,068,000.00	\$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>	(\$421,900.90)	\$421,900.90	\$0.00	\$0.00	\$0.00
<i>Tonage in Trench:</i>					
Asbestos		35.63	35.63	25.00	50.00
Centerville Garbage		200.05	200.05	550.00	1,100.00
Clay County Garbage		8,573.88	8,573.88	7,250.00	14,500.00
Elk Point		564.86	564.86	130.00	260.00
Yankton County Garbage		12,010.89	12,010.89	11,950.00	23,900.00
<i>Total Tonage in Trench</i>		21,385.31	21,385.31	19,905.00	39,810.00
Operating Cost per ton			\$60.03	\$67.53	\$67.53

Joint Recycling Center	Yankton	Vermillion	Total	6 Month	Legal
Description	Transfer	Center	Joint	Budget	2023 Budget
<i>Revenue:</i>					
Tipping Fees	\$0.00	0.00	\$0.00	0.00	0.00
Metal/Tin	0.00	3,556.42	3,556.42	1,250.00	2,500.00
Plastic	0.00	9,969.20	9,969.20	7,500.00	15,000.00
Aluminum	0.00	6,618.48	6,618.48	8,000.00	16,000.00
Newsprint	0.00	2,003.25	2,003.25	4,500.00	9,000.00
Cardboard	0.00	10,700.46	10,700.46	25,000.00	50,000.00
High Grade Paper	0.00	0.00	0.00	2,500.00	5,000.00
Other Material	0.00	144.07	144.07	4,000.00	8,000.00
Contributions/Operating Grants	0.00	0.00	0.00	0.00	0.00
Total Revenue	0.00	32,991.88	32,991.88	52,750.00	105,500.00
<i>Expenses:</i>					
Personal Services	0.00	111,853.71	111,853.71	131,046.50	262,093.00
Insurance	0.00	1,337.89	1,337.89	1,200.00	2,400.00
Professional Service/Fees	0.00	1,098.01	1,098.01	250.00	500.00
Hazardous Waste Collection	0.00	55,593.10	55,593.10	25,000.00	50,000.00
Professional-Legal	0.00	0.00	0.00	0.00	0.00
Publishing & Advertising	0.00	316.75	316.75	750.00	1,500.00
Rental	0.00	0.00	0.00	0.00	0.00
Equipment repair	0.00	1,942.34	1,942.34	4,750.00	9,500.00
Vehicle repair & maintenance	0.00	375.57	375.57	350.00	700.00
Vehicle fuel	0.00	2,435.32	2,435.32	3,000.00	6,000.00
Building repair & maintenance	0.00	2,191.97	2,191.97	1,500.00	3,000.00
Postage	0.00	3.62	3.62	25.00	50.00
Freight	0.00	6,240.00	6,240.00	9,250.00	18,500.00
Office supplies	0.00	5.72	5.72	500.00	1,000.00
Uniforms	0.00	0.00	0.00	375.00	750.00
Materials Purchases	0.00	1,281.90	1,281.90	2,250.00	4,500.00
Travel & Training	0.00	1,269.20	1,269.20	1,000.00	2,000.00
Operating Supplies	0.00	39.94	39.94	5,000.00	10,000.00
Copy Supply	0.00	60.63	60.63	100.00	200.00
Electricity	0.00	2,746.10	2,746.10	3,250.00	6,500.00
Heating Fuel-Gas	0.00	4,798.56	4,798.56	2,500.00	5,000.00
Water	0.00	176.86	176.86	325.00	650.00
WW service	0.00	691.02	691.02	600.00	1,200.00
Telephone	0.00	585.88	585.88	425.00	850.00
Revenue Sharing	0.00	2,245.12	2,245.12	4,350.00	8,700.00
Depreciation (est)	0.00	23,832.00	23,832.00	19,000.00	38,000.00
Total Op Expenses	0.00	221,121.21	221,121.21	216,796.50	433,593.00
<i>Non Operating Expense-Interest</i>	0.00	0.00	0.00	0.00	0.00
Operating Income (Loss)	\$0.00	(\$188,129.33)	(\$188,129.33)	(\$164,046.50)	(\$328,093.00)
Capital Outlay	\$0.00	\$44,409.51	\$44,409.51	\$47,000.00	\$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 June 30, 2023

Expenses cash thru June 30, 2023 with July 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	(28,593.80)	26,313.54	3,011.04	52.80	0.00	(15,156.68)	(15,156.68)	54,907.34	(43,750.48)	11,156.86
February	21,977.75	(80,063.90)	(58,086.15)	2,658.23	89.93	0.00	(19,218.14)	(19,218.14)	21,977.75	(99,282.04)	(77,304.29)
Subtotal	76,885.09	(108,657.70)	(31,772.61)	5,669.27	70.21	0.00	(34,374.82)	(34,374.82)	76,885.09	(143,032.52)	(66,147.43)
March	33,691.86	(48,590.14)	(14,898.28)	3,332.59	58.66	0.00	(23,601.62)	(23,601.62)	33,691.86	(72,191.76)	(38,499.90)
Subtotal	110,576.95	(157,247.84)	(46,670.89)	9,001.86	71.10	0.00	(57,976.44)	(57,976.44)	110,576.95	(215,224.28)	(104,647.33)
April	81,960.57	(80,218.89)	1,741.68	3,692.82	64.60	0.00	(29,199.77)	(29,199.77)	81,960.57	(109,418.66)	(27,458.09)
Subtotal	192,537.52	(237,466.73)	(44,929.21)	12,694.68	69.20	0.00	(87,176.21)	(87,176.21)	192,537.52	(324,642.94)	(132,105.42)
May	134,887.39	5,913.41	140,800.80	4,563.34	39.16	0.00	(73,715.16)	(73,715.16)	134,887.39	(67,801.75)	67,085.64
Subtotal	327,424.91	(231,553.32)	95,871.59	17,258.02	61.26	0.00	(160,891.37)	(160,891.37)	327,424.91	(392,444.69)	(65,019.78)
June	96,273.79	28,545.94	124,819.73	4,127.29	54.90	0.00	(27,237.96)	(27,237.96)	96,273.79	1,307.98	97,581.77
Subtotal	423,698.70	(203,007.38)	220,691.32	21,385.31	60.03	0.00	(188,129.33)	(188,129.33)	423,698.70	(391,136.71)	32,561.99

7/6/2023

City of Yankton Transfer Station
Landfill Tons

Date	City					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
March 2023	261.67	572.16	479.40	65.48	41.13	1,158.17	535.73	1,955.57
April 2023	257.22	574.36	540.02	58.16	34.50	1,207.04	855.06	2,319.32
May 2022	307.89	707.72	605.55	54.83	37.61	1,405.71	704.99	2,418.59
June 2022	289.17	725.31	588.72	73.13	51.19	1,438.35	672.85	2,400.37
2023 Total	1,586.25	3,616.14	3,036.94	377.78	223.98	7,254.84	15,975.16	24,816.25
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	-	92.62	214.46	498.46	43.52	35.84	68.96	240.13	200.48	1394.47	
	April	-	90.55	216.86	514.73	52.34	35.71	67.55	228.19	262.65	1468.58	
	May	-	110.60	256.07	1,092.82	64.25	35.30	83.23	215.79	391.71	2249.77	
	June	-	97.63	216.71	749.13	47.98	35.23	67.22	202.52	427.14	1843.56	
	July											0.00
	Aug											0.00
	Sept											0.00
	Oct											0.00
	Nov											0.00
	Dec											0.00
			0.00	564.86	1294.19	3687.81	288.21	200.05	405.91	1322.36	1611.03	9374.42

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



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

MINUTES
YANKTON PARK ADVISORY BOARD
Monday, May 15, 2023, 5:30PM, in the Community Room
CMTEA Building, 1200 W. 21st Street

I. ROUTINE BUSINESS

Roll Call:

Present: Nick Severson, Elizabeth Healy, Jason Tellus and Jeannine Economy.

Absent: Dan Prendable, Tom Bixler, and Commissioner Bridget Benson.

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

Public Appearances: Nicholas Ambroson.

Proposed Eagle Scout Project for some Yankton Parks. Would like to place some free libraries in August Park, Fox Run Park, and Ridgeway Park. Libraries would be attached to picnic shelters. The project would utilize pre-fabricated kits for the libraries. It was suggested he utilize United Way and their collection of books. Utilize the Yankton Community Library Friends group for books also. Nicholas may utilize a Go Fund Me to raise some funding for this project. He is not asking the City for any funding for this project. Liz Healy made a motion to support the project and recommend to the City Commission for approval. Jason Tellus second. Motion passed 4-0.

Minutes: November 21, 2022 minutes approved. Tellus motioned. Economy second. Motion passed 4-0.

II. OLD BUSINESS

A. 2022 Capital projects update.

New play equipment has been installed in Westside Park and now the fall material surfacing will be put in place the week of May 29.

The Yankton Territorial Museum will be moving the caboose and remaining buildings in the coming months. The area will be seeded in with grass.

The Westside improvements project has some items completed and others ongoing. The meditative garden, sun dial, and labyrinth project has been started with work ongoing.

The Marne Creek trail project to repair flood damage from 2019 and to replace sections of the trail that were damaged in 2019, through FEMA, started this spring and is on-going.

III. NEW BUSINESS



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

- A. The Parks Department had a new ground maintenance employee start on Monday, May 15. This position was available with the retirement of Brian Frick in April. The Parks Staff is looking forward to being full-staffed again now.

The Parks Department has a different plan for weekend coverage in 2023. There is still an on-call employee that will be working on Saturday and Sunday mornings, but now we have scheduled a second full-time parks employee to also work those morning hours alongside the on-call employee. The Department use to rely on state in-mates and seasonal workers to be the second worker on the weekends but that system had become unreliable.

- B. Luke Youmans and Sonya Wattier are the department's aquatics team and they are now working on getting The Huether Family Aquatics Center prepared for the 2023 season. The facility is scheduled to open Saturday, May 27. We feel grateful as there has been a sufficient number of applicants for lifeguarding and all the positions we need to fill during the summer months.

There are a couple of operational changes that are being implemented for the summer of 2023. An evening day pass rate starting at 5:00pm that is \$6 versus the all-day pass rate of \$11. This is an effort to help with the feedback we have heard about the facility not being affordable for all in the community. Evenings are typically less attended than other hours in the day so this is a marketing effort to try and increase evening attendance. Also, on Tuesday, Thursday, and Sunday evenings, after the last scheduled break at 5:50 – 6:00pm, the lazy river will be reserved for water walking for adults and youth. We've had a lot of request to have water walking in the evenings over the past two summers. The facility will also be hosting a few "family nights" throughout the 2023 season. Family nights will be \$4 per person in a family.

- C. A citizen task force for the Summit Activities Center operations brought some recommendations to the City Commission. An item for the PAB is to find out how many board members are SAC members, or GL members and utilize the SAC facility? Liz Healy is an SAC member, Dan Prendable is an SAC member, Jeannine Economy has both the SAC membership and a GL membership, Nick Severson is a GL member, and Jason Tellus is a GL member.

The SAC has added quite a few fitness classes through winter. Hours of operations were adjusted for the winter to offer more hours on the weekends. There will be changes to weekend hours in the summer for 2023 also. The facility will be doing marketing through the radio stations in town by trading out season passes or facility annual memberships versus paying cash.

Out of this task force discussion, has come two new marketing initiatives for both the SAC and The Huether Family Aquatic Center. New water utility sign-ups at City Hall will receive a free day pass for both facilities. The goal is to have people come use the facilities and see what value they have for patrons. The second initiative is to have day passes for both facilities available for check-out at the Community Library. This is an outreach program to help those who may not have the financial means to purchase season passes or even day passes.



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

- D. There is also a Special Events Task Force that has been meeting and working through the handbook and application the City currently utilizes. The documents are being updated but the task force is also looking at fees and how they should be utilized as the City works with private groups that are administering the special events.
- E. A citizens committee is being formed to help plan for the Meridian Bridge's 100th birthday in 2024. It will have its first meeting in June of 2023. The birthday would occur in October of 2024.
- F. 2023 Capital Projects update.
ABI Force ball-field groomer has been added to our equipment fleet. The Department will utilize this piece of equipment in the fall to do laser guided leveling of the dirt infields on the softball and baseball fields.
The SAC and Fantle Memorial Park tennis courts will be resurfaced this summer.
The Department is working with engineers to get a topographical map of the Riverside Softball field. The map will be utilized to write specifications for receiving bids on an infield artificial turf project. This project, depending on the affordability of the bids, would be funded by the City and both Yankton Youth Softball and Mount Marty University would participate with funding also.

Sertoma Park projects. The concession stand has a new metal roof. The comfort station on the north complex has a new metal roof. The concession stand has new cabinets, counters, and hardware. A new drink cooler was installed in the concession stand. Electrical upgrades and outlets were completed in the north comfort station storage area to help accommodate the concessions sales that take place utilizing that space. The Yankton Youth Softball group is building a new open-air shelter on the south complex and will be including a secured storage area connected to it. Both MMU softball and YSD softball utilized the north fields in the spring. Youth baseball, youth softball. And adult softball will utilize the park fields throughout the summer season.

Cemetery shop building has a new metal roof, gutters, and downspouts.

When time allows, the overhead part of the open-air structure at Rotary Park will be taken down. It has deteriorated to the point of needing to be removed.

IV. OTHER BUSINESS

- A. General discussion items.
- Commission information Memorandums (4 CIM attachments).
 - Other completed work projects for the department are noted in the CIMs.
 - Next Meeting: Monday, July 17, 2023.

V. ADJOURN

Severson motioned, Tellus second. Motion carried 4-0.

Memorandum #23-133

To: City Manager
From: Finance Officer
Date: August 11, 2023
Subject: Special Events Dance for Dayhuff Enterprises

We have received the following application for a Special Event Dance License:

Mojo's 3rd Street Pizza.

Mojo's 3rd Street Pizza, (Jeff Dayhuff, President) has applied for a license to hold a street dance on August 11, 2023, The Block of 3rd in front of Boomer to Mojo's 3rd Street Pizza, Yankton, S.D.

A license fee of \$5.00 has been paid.

Proof of insurance has been provided.



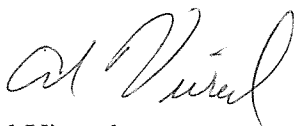
Al Viereck
Finance Officer

NOTICE OF HEARING UPON APPLICATION
FOR SALE OF ALCOHOLIC BEVERAGES

NOTICE IS HEREBY GIVEN that an application has been received by the Board of City Commissioners of the City of Yankton, South Dakota for a Special Events Retail (on-sale) Liquor License for 1 day, September 22, 2023, from VFW, 209 Cedar Street, Yankton, SD at The Avera Pavillion, 409 Summit St, Yankton, SD.

NOTICE IS FURTHER GIVEN that a Public Hearing upon the application will be held on Monday, August 14, 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 24th day of July, 2023.



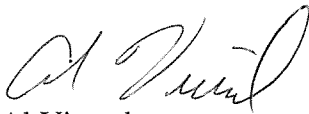
Al Viereck
FINANCE OFFICER

NOTICE OF HEARING UPON APPLICATION
FOR SALE OF ALCOHOLIC BEVERAGES

NOTICE IS HEREBY GIVEN that an application has been received by the Board of City Commissioners of the City of Yankton, South Dakota for a Special Events Malt Beverage (on-sale) Retailers License and a Special (on-sale) Wine Retailers License for 1 day, September 17th, 2023, from The Center (Kriss Thury, Executive Director), 900 Whiting Drive, Yankton, South Dakota.

NOTICE IS FURTHER GIVEN that a Public Hearing upon the application will be held on Monday, August 14th, 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 24th day of July.



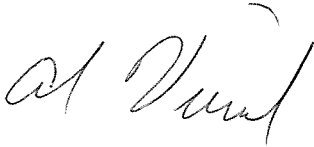
Al Viereck
FINANCE OFFICER

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 the transfer of ownership of a Retail (on-off sale) Malt Beverage & SD Farm Wine License for June 30, 2023, to July 1, 2024, from The Mule (Dave Tunge, Owner), to MG Oil Company d/b/a 777 Casino & Liquor (Troy Erickson, Owner), 901 Broadway Ave Ste A, Yankton, S.D.

NOTICE IS FURTHER GIVEN that a Public Hearing upon the application will be held on Monday, August 14, 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 24th day of July, 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 transfer of ownership of a Package (off-sale) Liquor License for January 1, 2023 to December 31, 2024 from Sportsman's Spirits and Fine Wines (Dave Tunge, Owner), to MG Oil Company (Troy Erickson, Owner), d/b/a 777 Casino & Liquor, 901 Broadway Ave, Yankton, S.D.

NOTICE IS FURTHER GIVEN that a Public Hearing upon the application will be held on Monday, August 14th, 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 24th day of July, 2023.



Al Viereck
FINANCE OFFICER

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FOR SALE OF ALCOHOLIC BEVERAGES

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NOTICE IS FURTHER GIVEN that a Public Hearing upon the application will be held on Monday, August 14, 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 24th day of July, 2023.



Al Viereck
FINANCE OFFICER

____ Voice Vote

NOTICE OF HEARING UPON APPLICATION
FOR SALE OF ALCOHOLIC BEVERAGES

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NOTICE IS FURTHER GIVEN that a Public Hearing upon the application will be held on Monday, August 14, 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 24th day of July, 2023.



Al Viereck
FINANCE OFFICER

____ Voice Vote

***Zoning Board of Adjustment Introduction, First Reading
and
Establish the Date for a Public Hearing***

Memorandum #23-131

To: Amy Leon, City Manager
From: Dave Mingo, AICP Community and Economic Development Director
Subject: Establish August 14, 2023 as the Hearing Date for Zoning Board of Adjustment Action
Date: July 14, 2023

**SPECIAL PERMIT
Parking Lot in a Residence District**

ACTION NUMBER: 23-21

E.T.J. MEMBER ACTION REQUIRED: No

APPLICANT / OWNER: Yankton Real Estate, LLC.

ADDRESS / LOCATION: 408 Burleigh Street

PROPERTY DESCRIPTION: Outlot 88 except the south 88 feet, Auditor's Outlots in the City and County of Yankton, South Dakota.

ZONING DISTRICT: R-4 Multiple Family District.

SPECIAL PERMIT REQUEST: This is a quasi-judicial action. The applicant is requesting permission to extend their parking lot to the north onto an adjacent parcel they own. The primary business, the "Total Stop" (formerly Gramp's), is located at 700 East 4th Street. The adjacent lot is the former location of a small apartment building and has an address of 408 Burleigh Street.

PREVIOUS ACTION: None.

COMMENTS: The city zoning ordinance includes provisions for a "special permit" to construct a parking lot in a residence zone. This is uniquely not a rezoning, conditional use permit or variance process, but rather a separately defined process of consideration. The public notification required is very extensive. Property owners within 300 feet have received notice of the request. This is even further than the 250 feet required for a rezoning request. The proposed location has functioned as an apartment and somewhat of a commercial parking lot for many years. As the previous location of a small apartment building, portions of the area were already used as a parking lot for several of the adjacent land uses.

The proposal includes a barrier / retaining wall that would shield the apartment to the north from vehicles crossing the property line. The applicant is also planning to plant a hedge at the top of the retaining wall to further assist in shielding the activities of the business from the apartment building to the north. That will also help with headlights shining at the building at night. The applicant has an agreement with the owner of the apartment building to the north that will allow the tenants there to park in the north row of stalls on the new lot if approved.

Any additional commercial activities in the above described lot would not be permitted. The area could not be used for displays or signage. A rezoning would be required for commercial activities to occur. Although not a variance request (our ordinance does not allow use variances) the code dictates that the processing of the special permit request follow the process that a variance request would.

Staff has received several contacts after sending out the mailing. There seems to be some confusion about this process. Some have assumed that this permit would somehow allow the expansion of the store or the conduct of commercial business in the permit area. The permit would not do that. The property would have to be rezoned through a separate hearing process for commercial activities to occur on the parcel. The proposed permit is very specific to parking only. And, as previously mentioned, the lot would actually improve the parking situation for the apartments to the north. All the phone contact conversations have ended with the caller being satisfied and “OK” with the proposal once they have a better understanding of the process. We did receive the attached email comments. Two mailings are required, and staff will attempt to provide further clarification in the second mailing.

Staff recommends that the special permit for a parking lot in a residence district be approved.

HEARING SCHEDULE:

- July 10, 2023: Planning Commission hears testimony and makes a recommendation to the Zoning Board of Adjustment.
- July 24, 2023: Zoning Board of Adjustment sets August 14, 2023 as the date for a public hearing to consider the special permit.
- August 14, 2023: Zoning Board of Adjustment hears testimony and makes final decision. Granting of a special permit.

Planning Commission results: The Planning Commission recommended approval of the proposed Special Permit.



City of Yankton

Proposed Parking Lot Map

Outlot 88 Except the South 45 feet, Auditor's Outlots
City of Yankton, South Dakota

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

Re: Special Permit for a Parking Lot in a Residence Zone

Dear Board Members:

This letter, pursuant to the City of Yankton's Zoning Ordinance, is an application hereby made for a special permit for a parking lot in a residence zone.

On the 19th day of June, 2023, the undersigned applied for a special permit to create a parking lot in a residential zone:

Description of permit desired: The proposed parking lot would be located on residentially zoned property adjacent to a convenience store which is located in a B-3 Central Business District.

The address of the property is: 408 Burleigh Street with the adjacent convenience store located at 700 East 4th Street .

Lot Number: Outlot 88 Except for the South 45 feet **Block Number:** NA
Addition: Auditor's Outlots, City of Yankton, SD
Zoning District: R-4 Multiple Family Residential
of which I/we own.

I/We have included a site plan, to scale, showing all conditions as to lot dimensions, proposed parking lot location and screening.

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

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

Thank you for your consideration,

Dated this 19th day of June, 2023

Yankton Real Estate LLC
Jeff B. Nielsen, Member
printed / typed name and title if applicable

Yankton Real Estate LLC
Jeff B Nielsen Member
signature /

Mailing Address - 702 Walnut St., Canistota SD 57012

←

Total Stop Parking Lot

Level lot to grade and concrete shaded area to allow for customer parking.

Jeff B. Nielsen
Auto-saved 1 minute ago

New feature Present

- Concrete Parking Area Boundary
- Concrete Parking Area
- retaining wall less than 4 feet and reducing in heig...
- Total Stop Proposed Parking Lot Impr...

Via 6-22-23 email from Mr. Nielsen
There will be shrubs planted above the retaining wall along the property line.



Google Earth

Imagery d...

20 m

Camera: 502 m

Dave Mingo

From: May Cornelia Grant <grantmay6318@gmail.com>
Sent: Friday, July 7, 2023 12:04 PM
To: Dave Mingo
Cc: Jack Grant; Grant, Justin Truett
Subject: EXTERNAL: Planning Commission Expanded Parking Lot 7-10-23
Attachments: YSD Planning Commission 7-10-23 Spec Parking Lot.pdf

Caution: This email originated outside the City of Yankton. Do not click links or open attachments unless you recognize the sender and know the content is safe. When in doubt, contact the IT Department.


TO: Dave Mingo, Yankton Community and Economic Development Director
FROM: Mrs. May Grant, Owner of 508 E. 5th St, Yankton.
Jack Grant, also Owner (residence: 85 Oakland Ave, Seekonk, MA).
Justin Grant, our Son, also Owner

For Files of: Kevin J. Loftus, Kennedy Pier Loftus & Reynolds, LLP

Thank you for notifying us as owners of property within 350 feet of a proposed Expanded Parking Lot at 408 Burleigh Street (copy attached). Although we cannot attend Monday's meeting, please register the following objections to this expansion:

- Our property has remained in the family for nearly 50 years. My late mother, Mabel Harrison Lloyd (born in adjacent Bon Homme County) retired to the single-family home in 1979; she was an active member of the community. Our son Justin has helped paint and maintain the property. The current resident has been a tenant for the past 10 years. We have a vested interest in that area of Yankton.
- Apparently the owner of Total Stop gas station (zoned commercial) has purchased the adjacent property (zoned multi-family) and plans to replace needed residential property with parking. Such parking could also include very large commercial vans and semi-trailers.
- Our property, near the corner of 5th & Picotte a block away, could therefore be subject, day & night, to loud vehicles and expanded air pollution.
- As Yankton taxpayers and supporters, we previously accepted the conversion of a nearby small motel (where we often stayed) on 4th Street, Highway 50, to be a homeless shelter. However we vigorously object to the proposed "special permit" conversion of a residential area for commercial purposes.

Memorandum #23-132

To: Mayor and City Commissioners 
From: Amy Leon, City Manager
Subject: Connecting Cultures Outreach Services Agreement
Date: July 20, 2023

The mission of the City of Yankton is to provide exemplary experiences, services, and spaces that create opportunities for everyone to learn, engage and thrive. Recognizing that not everyone in our community speaks English, we want to be able to communicate information to as many community members as possible.

For a number of years Connecting Cultures has assisted the City of Yankton with Spanish translation services of many types of documents including public service announcements, special events advertisements, and important information regarding our utilities services and rates. As a partner agency, Connecting Cultures has provided this service at no charge. Overtime, however, our needs in this area have grown exponentially. First, we have noticed that there are more Spanish speaking individuals in our community. Second, overtime we have done a better job acknowledging that more of our forms, flyers, and public service messages should be translated in an effort to improve access to our organization and in our community.

Additionally, we want to make sure we have an avenue to reach out to newcomers in our community and share important information about how our services work and how they can access help and information. We want to make sure new Yankton residents know about events, activities, and facilities where they can connect with other community members.

Attached is an agreement with Connecting Cultures for translation and outreach services. The agreement outlines a \$.15/word fee for an up to amount of \$7,500.00 annually. If necessary, the agreement provides for additional translation services at a prorated cost. There is also a \$2,500.00 fee associated with outreach services including, but not limited to, reaching out to the Spanish speaking community to promote events and provide educational services about our facilities, programs, and utilities.

Connecting Cultures will keep a record of these outreach services and provide a quarterly report to the City.

The agreement item shall be through the end of this year. Therefore the fees would be \$3,750.00 and \$1,250.00 this year. Upon agreement between both parties, it can be renewed in January 2024 for the full year. While this is not budgeted in 2023, we have made provisions in the 2024 budget for this investment.

Recommendation:

It is recommended that the City Commission pass Memorandum 23-132 entering into an agreement with Connecting Cultures for translation services and authorize the City Manager to sign said agreement, determine whether to continue the agreement after an evaluation is made at the end of the year, and if so, renew said agreement for 2024.

_____ Roll Call



**OUTREACH SERVICES AGREEMENT
BETWEEN THE
CITY OF YANKTON AND CONNECTING CULTURES**

This Agreement is made this ____ day of _____, 2023, between the CITY OF YANKTON, SOUTH DAKOTA, and CONNECTING CULTURES, hereinafter referred to as “City” and “Connecting Cultures”, respectively.

**SECTION ONE
TRANSLATION AND OUTREACH SERVICES**

The City desires that certain publications, public information, and outreach be available in more than one language. Connecting Cultures has the experience and ability to provide translation and outreach services and desires to provide those services to the City from time to time. The City and Connecting Culture hereby agrees to the following conditions:

- A. The City shall provide to Connecting Cultures an electronic or print copy of the document or information to be translated.
- B. Connecting Cultures shall provide an estimated time for completion of the translation to be agreed by the parties.
- C. It is understood by the parties that the customary timeframe for completion is agreed to be two weeks from the date of translation request.
- D. Connection Cultures shall provide educational outreach services relating to City events, promotions, information to members of the community who do not speak English as their first language. Connecting Cultures will promote City activities, communicate “how to” information about City services, and explain what public services are available.

**SECTION TWO
DISBURSEMENT**

- A. The City shall reimburse Connecting Cultures at a rate of \$0.15 per word for translations.
- B. During each term of this Agreement, the City shall provide an initial annual advance payment for translation services in the amount of \$7,500.00. for transitional services or the pro-rated amount for agreement periods less than one year. Such payment shall be due on the first day of each term under this Agreement. When the \$7,500.00 has been depleted, Connecting Cultures shall notify the City. The Parties agree that should additional translation services be requested that exceed the prepaid amount,

Connecting Cultures shall bill the City of Yankton quarterly for said services at the same rate of \$0.15 per word.

- C. Connecting Cultures shall keep a record of all translation services, dates, and number of words translated and provide the City a report of translation services upon request by the City, , but not less than once per quarter year.
- D. The City shall also provide Connection Cultures with a \$2,500 advance payment during each term of this Agreement or the pro-rated amount for agreement periods less than one year for outreach services relating to the City’s events, promotions, information to the members of the community who do not speak English as their first language. Such payment shall be due on the first day of each term of this Agreement.
- E. Connecting Cultures shall keep a record of all outreach services and provide the City a report of services upon request by the City, but not less than once per quarter year.

**SECTION THREE
DISPUTES**

Should either party identify areas of concern within the format, function, or process of the activities described in this Agreement, that party shall notify the other party in writing and authorized representatives from each party shall meet within forty-five (45) days to discuss the area of concern. Amendments to this Agreement may occur with the consent of both parties and be made in writing.

**SECTION FIVE
TERMS OF AGREEMENT**

This Agreement shall begin on the 24th day of July, 2023 and terminate on the December 31, 2023. Upon the expiration of the original term or any subsequent term, the Agreement shall automatically renew for an additional one-year term unless terminated by the parties pursuant to Section 6 herein.

**SECTION SIX
TERMINATION OF AGREEMENT**

- A. Termination without cause. Either party may terminate this Agreement at any time by sending, by certified mail, a written notice of said termination. Such termination shall be effective on the first day of the month following the month in which notice is given.
- B. Termination upon Default. The Agreement shall terminate upon any default by either party that is not cured within thirty (30) days of written notice thereof. Such notice shall be provided by certified mail. Default is defined as the failure to perform as required in the Agreement.
- C. Immediate Termination. Any misuse of funds shall be grounds for immediate termination by the City without prior notice. Such termination shall be communicated to Connecting Cultures in a writing sent by certified mail.

D. Repayment. Upon termination, Connecting Cultures shall return any unearned advanced funds paid for translation services pursuant to paragraph 2.B of this agreement, and shall also refund to the City a pro rata share of the advanced funds paid pursuant to paragraph 2.E of this agreement based on the number of full months remaining in the term.

**SECTION SEVEN
STATE LAW**

This Agreement shall be governed by the laws of the State of South Dakota.

**SECTION EIGHT
NO EMPLOYMENT OR AGENCY RELATIONSHIP**

This Agreement does not create a partnership, joint venture, employment or agency relationship between the City and Connecting Cultures or any of its officers or employees. The parties agree that Connecting Cultures is providing all services under this Agreement as an independent contractor.

**SECTION NINE
INDEMNIFICATION AND INSURANCE**

Connecting Cultures shall indemnify, defend, and hold the City of Yankton completely harmless for its provision of services provided in connection with this Agreement. Connecting Cultures shall maintain liability insurance covering errors, omissions and negligence in the provision of translation services provided under this Agreement by the Connecting Cultures organization, or its board members, officers, employees, volunteers, agents, or contractors.

City of Yankton

Connecting Cultures

Amy Leon, City Manager

By: _____

Its: _____

Memorandum #23-134

To: Amy Leon, City Manager
From: Bradley Moser, Civil Engineer
Subject: Change Order Number 1, Final Project Acceptance and Final Payment for the Douglas Avenue Reconstruction from Levee Street to 2nd Street
Date: July 18, 2003

The above listed project is complete, the punch list items have been addressed, and it is now ready to be accepted.

The attached Change Order No. 1 provides for a change in quantities which results in a net increase of \$12,612.71. This adjusted the construction cost from \$592,255.80 to \$604,868.51. The majority of the increase was due to the addition of some colored sidewalk and the necessity to add more 24" storm sewer pipe. Since the project was completed well in advance of the contract deadline, there are no liquidated damages being assessed.

City staff has reviewed the project, the change order and the final pay request. We recommend that Change Order No. 1 be approved, that the project be accepted and that the City Finance Officer be authorized to issue a manual check in the amount of \$332,091.48 to Masonry Components, Inc. based on the attached final pay request.

Respectfully submitted,

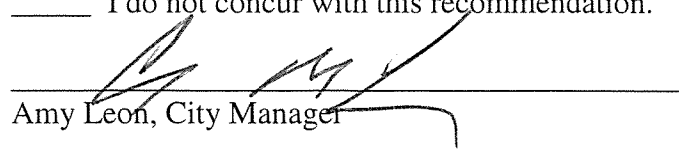


Bradley Moser
Civil Engineer

Recommendation: It is recommended that the City Commission approve Change Order No. 1, accept the completed reconstruction on the Douglas Avenue Reconstruction project and authorize the Finance Officer to issue a manual check to Masonry Components, Inc. in the amount of \$332,091.48 as detailed in Memorandum #23-134.

I concur with this recommendation.

I do not concur with this recommendation.



Amy Leon, City Manager

cc: Adam Haberman (electronic)
file

____ Roll Call

**CITY OF YANKTON
PROGRESS ESTIMATE**

CONTRACTOR: Masonry Components

PROJECT NO: 2022-044

PROGRESS EST. NO: 3rd and Final

DESCRIPTION: DOUGLAS ST, FROM LEVEE TO 2ND RECONSTRUCTION

PERIOD: 5-20-23 to 6-20-23

DATE OF CONTRACT: 03-27-2023

CONTRACT PERIOD: 7-28-23 completion

PREVIOUS PAYMENTS AUTHORIZED:

AMOUNT OF CONTRACT AS AWARDED: \$592,255.80

EST. PAYMENTS AUTH.

CHANGE ORDERS:

% OF TIME USED: 80%

#1 \$48,858.43

#1 \$12,612.71

% COMPLETED: 100%

#2 \$223,918.60

#2

#3

#3

#4

TOTAL CHANGE ORDERS:

TOTAL AMENDED CONTRACT AMOUNT: \$604,868.51

TOTAL PREVIOUS PAYMENTS AUTHORIZED

\$272,777.03

BID ITEM	DESCRIPTION	BID QUANTITY	UNIT	UNIT PRICE	QUANTITY COMPLETED	TOTAL AMOUNT
REMOVALS						
1	MOBILIZATION	1	LS	\$63,546.22	1.00	\$63,546.22
2	SAW EXISTING CONCRETE	175	LF	\$14.00	232.0	\$3,248.00
3	REMOVAL OF CONCRETE PAVEMENT	364	SY	\$9.27	421.0	\$3,902.67
4	REMOVAL OF ASPHALT PAVEMENT	3562	SY	\$8.24	3562.0	\$29,350.88
5	REMOVAL OF CURB AND GUTTER	772	LF	\$6.18	839.0	\$5,185.02
6	UNCLASSIFIED EXCAVATION	1	LS	\$39,423.75	1.0	\$39,423.75
7	UNDERCUTTING	50	CY	\$25.75	25.0	\$643.75
8	WATER FOR EMBK. OR GRAN. MATRL. EROSION CONTROL	10	KGAL	\$100.00	22.0	\$2,200.00
9	TOPSOIL	1	LS	\$3,605.00	1.00	\$3,605.00
10	SEEDING	1	LS	\$6,160.00	1.00	\$6,160.00
11	VEHICLE TRACKING CONTROL	1	EA	\$500.00	0.0	\$0.00
12	INLET SEDIMENT CONTROL	4	EA	\$99.00	2.0	\$198.00
13	SILT FENCE	100	LF	\$4.40	28.0	\$123.20
14	GEOTEXTILE FABRIC	400	SY	\$7.21	0.0	\$0.00
SANITARY SEWER						
15	REMOVAL OF SAN. SEWER LINE	164	LF	\$6.18	164.0	\$1,013.52
16	8" PVC SANITARY SEWER MAIN 10'-11'	220	LF	\$53.56	224.0	\$11,997.44
17	4" PVC C-900 FORCEMAIN	164	LF	\$63.86	164.0	\$10,473.04
18	4" MEGALUG	1	EA	\$103.00	1.0	\$103.00
19	4" MJ SLEEVE	1	EA	\$463.50	1.0	\$463.50
20	48" SANITARY SEWER MH	1	EA	\$5,665.00	1.0	\$5,665.00
21	RECONNECT SANITARY SEWER SERVICE	1	EA	\$257.50	1.0	\$257.50
22	SANITARY SEWER SERVICE REPAIR	2	EA	\$257.50	0.0	\$0.00
23	INSTALL NEW 4" SEWER SERVICE	50	LF	\$36.05	52.0	\$1,874.60
24	INSTALL NEW 6" SEWER SERVICE	160	LF	\$41.20	163.0	\$6,715.60
25	GRANULAR MATERIAL FOR SEWER MAIN	384	LF	\$12.36	389.0	\$4,808.04
STORM SEWER						
26	2X3 TYPE B INLET	2	EA	\$5,665.00	2.0	\$11,330.00
27	4X4 SS JUNCT. BOX	2	EA	\$4,635.00	2.0	\$9,270.00
28	F&I 18" RCP CLIII	123	LF	\$103.00	90.0	\$9,270.00
29	REMOVAL OF EXISTING PIPE	180	LF	\$20.60	180.0	\$3,708.00
30	REMOVAL OF MH/JB/DI	4	EA	\$1,030.00	4.0	\$4,120.00
WATERMAIN						
31	6" PVC WATERMAIN C-900	354	LF	\$57.68	337.0	\$19,438.16
32	1" CURB STOP AND BOX	2	EA	\$1,030.00	2.0	\$2,060.00
33	2" CURB STOP AND BOX	1	EA	\$1,236.00	1.0	\$1,236.00
34	1" COPPER SERVICE LINE	280	LF	\$30.90	148.0	\$4,573.20
35	2" COPPER SERVICE LINE	100	LF	\$61.80	100.0	\$6,180.00
36	6" MJ GATE VALVE WITH BOX	1	EA	\$1,751.00	1.0	\$1,751.00
37	6" MEGALUGS	12	EA	\$92.70	8.0	\$741.60
38	6" X 45 DEGREE MJ BEND	4	EA	\$669.50	2.0	\$1,339.00
39	6" MJ OVERSIZED SLEEVE	2	EA	\$1,030.00	2.0	\$2,060.00
40	GRANULAR MATERIAL FOR WATERMAIN	354	LF	\$7.21	337.0	\$2,429.77
41	INSTALL TEMPORARY FIRE HYDRANT	1	EA	\$4,635.00	1.0	\$4,635.00
42	CUT AND TIE INTO EXISTING WATERMAIN	2	EA	\$2,060.00	2.0	\$4,120.00
43	RECONNECT WATER SERVICE LINES	4	EA	\$1,030.00	4.0	\$4,120.00
TRAFFIC CONTROL						
44	TRAFFIC CONTROL	850	UNIT	\$1.10	850.0	\$935.00
45	TRAFFIC CONTROL MISC.	1	LS	\$3,575.00	1.00	\$3,575.00
SURFACING						
46	8" PCCP PAVEMENT	3617	SY	\$60.00	3636.0	\$218,160.00
47	CONCRETE C & G TYPE B68	772	LF	\$26.00	845.0	\$21,970.00
48	6" APPROACH PAVEMENT	1033	SF	\$7.50	960.0	\$7,200.00

49	4" SIDEWALK	1108	SF	\$6.50	1168.0	\$7,592.00
50	6" SIDEWALK	332	SF	\$7.50	451.0	\$3,382.50
51	AGGREGATE BASE COURSE	3875	SY	\$7.21	4255.0	\$30,678.55
	DRILL BARS INTO EXISTING PAVEMENT	0	EA	\$15.00	126.0	\$1,890.00
	6" MJ CAP	0	EA	\$900.00	1.0	\$900.00
	COLORED 4" CONCRETE	0	SF	\$13.00	582.0	\$7,566.00
	DETECTABLE WARNING PANEL	0	SF	\$60.00	8.0	\$480.00
	PLUG OLD STORM SEWER	0	LS	\$720.00	1.0	\$720.00
	24" RCP (LF)	0	LS	\$180.00	36.0	\$6,480.00

TOTAL \$604,868.51

GRAND TOTAL	\$604,868.51
LESS RETAINED 0%	\$0.00
NET TOTAL	\$604,868.51
LESS PAYMENTS AUTHORIZED	\$272,777.03

AMOUNT DUE
CONTRACTOR THIS ESTIMATE \$332,091.48

CERTIFICATION OF CONTRACTOR

I HEREBY CERTIFY THAT THE WORK PERFORMED AND THE MATERIALS SUPPLIED TO DATE AS SHOWN ON THIS PERIODIC COST ESTIMATE, REPRESENT THE ACTUAL VALUE OF ACCOMPLISHMENT UNDER THE TERMS OF THIS CONTRACT IN CONFORMITY WITH APPROVED PLANS AND SPECIFICATION; THAT THE QUANTITIES SHOWN WERE PROPERLY DETERMINED AND ARE CORRECT; AND THAT THERE HAS BEEN FULL COMPLIANCE WITH ALL LABOR PROVISION INCLUDED IN THE CONTRACT IDENTIFIED ABOVE.

Masonry Components By Juan Jimenez DATE 7-18-23
 CONTRACTOR SIGNATURE

ACKNOWLEDGEMENT AND CONCURRENCE OF ENGINEER

I HAVE EXAMINED THIS PERIODIC COST ESTIMATE AND CONCUR IN THE CERTIFICATE OF THE CONTRACTOR.

 ENGINEER'S SIGNATURE DATE _____

CITY OF YANKTON
CHANGE ORDER #1

CONTRACTOR: **Masonry Components**
 PROJECT NO. 2022-044
 DESCRIPTION: Douglas Ave from Levee to 2nd St.

THE FOLLOWING CHANGES ARE HEREBY MADE TO THE CONTRACT DOCUMENTS

ITEM	ORIGINAL	FINAL	CHANGE IN	PRICE	TOTAL
		QUANTITY	QUANTITIES		
2. SAW EXISTING CONCRETE (LF)	175	232	57	\$14.00	\$798.00
3. REMOVAL OF CONCRETE (SY)	364	421	57	\$9.27	\$528.39
5. REMOVAL OF CURB AND GUTTER (LF)	772	839	67	\$6.18	\$414.06
8. UNDERCUTTING (CY)	50	25	-25	\$25.75	(\$643.75)
9. WATER FOR EMBK. OR GRAN. MATRL.(KGAL)	10	22	12	\$100.00	\$1,200.00
12. VEHICLE TRACKING (EA)	1	0	-1	\$500.00	(\$500.00)
13. INLET SEDIMENT CONTROL (EA)	4	2	-2	\$99.00	(\$198.00)
14. SILT FENCE (LF)	100	28	-72	\$4.40	(\$316.80)
15. GEOTEXTILE FAB	400	0	-400	\$7.21	(\$2,884.00)
16. 8" PVC SANITARY SEWER MAIN (LF)	220	224	4	\$53.56	\$214.24
22. SANITARY SEWER SEREVICE REPAIR (EA)	2	0	-2	\$257.50	(\$515.00)
23. INSTALL NEW 4" SEWER SERVICE (LF)	50	52	2	\$36.05	\$72.10
24. INSTALL NEW 6" ε	160	163	3	\$41.20	\$123.60
25. GRANULAR MATF	384	389	5	\$12.36	\$61.80
28. F&I 18" RCP (LF)	123	90	-33	\$103.00	(\$3,399.00)
31. 6" PVC WATERMAIN (LF)	354	337	-17	\$57.68	(\$980.56)
34. 1" COPPER SERVICE LINE (LF)	280	148	-132	\$30.90	(\$4,078.80)
37. 6" MEGALUGS (EA)	12	8	-4	\$92.70	(\$370.80)
38. 6" X 45 DEGREE BENDS (EA)	4	2	-2	\$669.50	(\$1,339.00)
40. GRAN. MATRL. FOR WATERMAIN (LF)	354	337	-17	\$7.21	(\$122.57)
46. 8" PCC PAVEMENT (SY)	3617	3636	19	\$60.00	\$1,140.00
47. CONCRETE C&G B68 (LF)	772	845	73	\$26.00	\$1,898.00
48. 6" APPROACH PVMT.	1033	960	-73	\$7.50	(\$547.50)
49. 4" SIDEWALK (SF)	1108	1168	60	\$6.50	\$390.00
50. 6" SIDEWALK (SF)	332	451	119	\$7.50	\$892.50
51. AGGREGATE BASE COURSE (SY)	3875	4255	380	\$7.21	\$2,739.80
DRILL BARS INTO PAVEMENT (EA)	0	126	126	\$15.00	\$1,890.00
4" COLORED SIDEWALK (SF)	0	582	582	\$13.00	\$7,566.00
24" RCP (LF)	0	36	36	\$180.00	\$6,480.00
6" CAP(EA)	0	1	1	\$900.00	\$900.00
DETECTABLE WARNING PANEL (SF)	0	8	8	\$60.00	\$480.00
PLUG OLD STORM SEWER (LS)	0	1	1	\$720.00	\$720.00
TOTALS FOR CHANGE ORDER #1					\$12,612.71

ORIGINAL CONTRACT AMOUNT: 592,255.80
 THE CONTRACT AMOUNT DUE TO THIS CHANGE ORDER WILL BE INCREASED/ DECREASED BY: 12,612.71
 THE NEW CONTRACT AMOUNT INCLUDING THIS CHANGE ORDER WILL BE: 604,868.51
 ORIGINAL COMPLETION DATE:
 ADJUSTED COMPLETION DATE: NA

APPROVALS REQUIRED:

ACCEPTED BY: Masonry Comp. [Signature]
 CONTRACTOR

ORDERED BY: _____
 CITY OF YANKTON

Memorandum #23-135

To: Amy Leon, City Manager
From: Bradley Moser, Civil Engineer
Subject: Change Order Number 1 for the Marne Creek Bank Stabilization Project
Date: July 18, 2023

Banner & Associates has submitted the attached Change Order #1 – Marne Creek Bank Stabilization Project for consideration. If approved, it will extend the time for substantial completion for the project by nine working days. The request is based on an effort to salvage some trees along the project. In doing so, it would require that the contractor utilize smaller equipment which in turn would take more time to complete the associated work.

Approving Change Order #1 does not increase cost nor does it change the final completion date.

City staff has reviewed the request and recommends that the nine additional working days be granted to the substantial completion date.

Respectfully submitted,

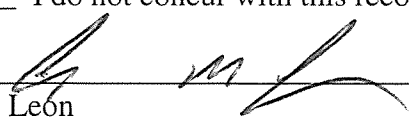


Bradley Moser
Civil Engineer

Recommendation: It is recommended that the City Commission approve Change Order No. 1 as detailed in Memorandum #23-135.

I concur with this recommendation.

I do not concur with this recommendation.



Amy Leon
City Manager

cc: Adam Haberman (electronic)
file

____ Roll Call

CHANGE ORDER NO. 1

Owner: City of Yankton
 Engineer: Banner Associates, inc.
 Contractor:
 Project: Marne Creek Bank Stabilization
 Contract Name:
 Date Issued: Effective Date of Change Order:

Owner's Project No.: 2020-014
 Engineer's Project No.: 23371.00
 Contractor's Project No.:

The Contract is modified as follows upon execution of this Change Order:

Description:

Site G-UL3 - Additional time to around trees in Morgan Park with smaller equipment
(9 working days requested)

Attachments:

Change in Contract Price	Change in Contract Times [State Contract Times as either a specific date or a number of days]
Original Contract Price: \$ <u>4,059,654.93</u>	Original Contract Times: Substantial Completion: <u>June 30, 2023</u> Ready for final payment: <u>July 28, 2023</u>
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. ____ : \$ <u>0.00</u>	[Increase] [Decrease] from previously approved Change Orders No.1 to No. ____ : Substantial Completion: _____ Ready for final payment: _____
Contract Price prior to this Change Order: \$ <u>4,059,654.93</u>	Contract Times prior to this Change Order: Substantial Completion: <u>June 30, 2023</u> Ready for final payment: <u>July 28, 2023</u>
[Increase] [Decrease] this Change Order: \$ <u>0.00</u>	[Increase] [Decrease] this Change Order: Substantial Completion: <u>July 13, 2023</u> Ready for final payment: <u>July 28, 2023</u>
Contract Price incorporating this Change Order: \$ <u>4,059,654.93</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>July 13, 2023</u> Ready for final payment: <u>July 28, 2023</u>

Recommended by Engineer (if required)

By: Kent R. Johnson, PE
 Title: Project Manager
 Date: 06/22/2023

Authorized by Owner

Authorized by Owner

By: _____
 Title: _____
 Date: _____

Approved by Funding Agency (if applicable)

Memorandum #23-136

To: Amy Leon, City Manager
From: Brad Bies, Community Development Manager
Date: July 18, 2023
Subject: Brownfield Asbestos Abatement Agreement – Sacred Heart Church and Link Auditorium

As you may recall the City Commission previously authorized staff to work with the South Dakota Department of Agriculture and Natural Resources (DANR) to help local businesses and non-profit organizations access funding for asbestos testing and abatement. I'm pleased to report we've had a number of properties take advantage of no cost testing and now have the first request for a non-profit organization abatement.

Testing determined that Sacred Heart Church and Link Auditorium both have asbestos containing materials. The cost to abate those asbestos containing materials is estimated at \$350,000.00. DANR has made funding available for abatement.

DANR has recently implemented a new process for accessing these grant funds. Non-profits are eligible beneficiaries of the grant funding; however, because of the reporting and accounting practices required, non-profits are not in a position to be the sub-recipients themselves. As a result, staff is proposing that the City of Yankton sponsor this abatement as the sub-recipient.

Planning and Development District III has been involved in the conversation and is willing to act as the grant manager and help finalize the workplan and submittals. The process to access these funds and pass them through to the project is most similar to the Community Development Block Grant process. The City has acted as the sponsor for several local non-profits over the years with District III managing the grants process. District III will be able to access an administrative fee for keeping project records and reviewing financial documents. The impact on City of Yankton Finance staff will be minimal.

The proposal does not include the need for any City funding. If the cost exceeds the grant, Sacred Heart will be responsible for funding the shortfall. The grant funds originate at the Environmental Protection Agency and flow through the South Dakota Department of Agriculture and Natural Resources. Agreements include standard assurances that all applicants must agree to. We have entered into similar agreements in the past. The agreement contains deadlines related to the federal fiscal year, but staff at DANR has indicated their intention to grant an extension to expend the funds.

City Attorney Den Herder has reviewed the agreement with DANR and is preparing a further agreement between the City and Sacred Heart to outline responsibilities and mitigate risk.

Respectfully submitted,



Brad Bies
Community Development Manager

Recommendation: Staff recommends that the City Commission authorize the City Manager to sign grant agreements to act as the sub-recipient for grant funding to abate asbestos at Sacred Heart Church and Link Auditorium, and sign any related documentation or agreements.

I concur with the recommendation.

I do not concur with the recommendation.



Amy Leon, City Manager

_____ Roll Call

**STATE OF SOUTH DAKOTA
BOARD OF WATER AND NATURAL RESOURCES
Grant Number (2023 – BIL - 002)**

**Sub-Recipient Agreement
Between**

City of Yankton
416 Walnut Street
PO Box 176
Yankton, SD

Acting through the South Dakota Department of
Agriculture and Natural Resources, a governmental
agency of the State of South Dakota
523 East Capitol Avenue
Pierre SD 57501-3182

Referred to as Sub-Recipient

Referred to as State

The State and Sub-Recipient hereby enter into this Agreement (hereinafter the “Agreement”) for a grant award of CERCLA 128(a) Response Program Cooperative Agreement for South Dakota FY 23 BIL 128 (a) to Sub-Recipient.

A. REQUIRED AUDIT PROVISIONS FOR GRANT AWARDS

1. FEDERAL AWARD IDENTIFICATION

- a. Sub-Recipient’s name: City of Yankton
- b. Sub-Recipient’s Unique Entity ID XVUFUYRBVJNI
- c. Federal Award Identification Number (FAIN): 95822012
- d. Federal Award Date: 12/05/2022
- e. Sub-award Period of Performance: Execution of Agreement through the 1st day of July 2023
- f. Amount of federal funds obligated to the Sub-Recipient by this Agreement: \$350,000
- g. Total amount of federal funds obligated to the Sub-Recipient: \$350,000
- h. Total amount of the federal award committed to the Sub-Recipient: \$350,000

- j. Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity: US EPA, DANR
- k. CFDA No(s) and Name(s): 66.817 - State and Tribal Response Program Grants
- l. Is the grant award for research and development (R&D)? YES ___ NO X
- m. Indirect Cost Rate for federal award: 0.00%

2. PERIOD OF PERFORMANCE OF THIS AGREEMENT:

This Agreement shall be effective upon execution by all parties and will end on the 30th day of September 2023, unless granted extension by the state. The timely and expeditious use of grant funds is necessary assure availability of 66.817 - State and Tribal Response Program Grants funds for the project. To assure the funds will be expended prior to federal deadline requirements the project milestone deadlines in sections (a) of this section are hereby incorporated into the period of performance.

- a. Final reimbursement request from Sub-Recipient must be submitted to State on or before September 30th, 2023 unless granted extension by the state.

No action or motion will be required by the Board of Water and Natural Resources to grant the extension. State will prepare the grant extension amendment with the new completion date. The Sub-Recipient is required to sign the Amendment.

3. SCOPE OF WORK AND PERFORMANCE PROVISIONS:

The Sub-Recipient agrees to use the funds to undertake Sacred Heart Church and Sacred Heart School Link Auditorium Asbestos Abatement, which shall be done in accordance with the workplan attached hereto as Exhibit A, and by this reference made part hereof. No expenditures may be incurred outside of the attached workplan without prior approval by the State or its designated agent.

The State and the Sub-Recipient agree that all obligations under this Agreement are conditioned upon satisfactory compliance with the requirements outlined in the workplan which must be performed in compliance with the CERCLA: Sec. 128(a) & Infrastructure Investment and Jobs Act (IIJA) (PL 117-58) Fund Award Terms and Conditions attached hereto as Exhibit B and by this reference made a part hereof.

4. BASIS FOR SUBAWARD AMOUNTS:

This grant is made for the purpose of a Sacred Heart Church and Sacred Heart School Link Auditorium Asbestos Abatement Project and payment will be made by the State after the State reviews eligible project costs in a manner as described in section 9.

Federal Amount provided by State is \$350,000

Once bids are opened for all abatement contracts included in the Sacred Heart Church and Sacred Heart School Link Auditorium Asbestos Abatement Project, grant funds may be adjusted. If the total contract amounts are 95 percent or less than the sum of the estimated Sacred Heart Church and Sacred Heart School Link Auditorium Asbestos Abatement project, the State grant funds will be reduced proportionally.

No action or motion will be required by the Board of Water and Natural Resources to allow for the reduction of grant funds as set forth herein. The State will prepare the grant amendment with the new reduced grant amount. The Sub-Recipient is required to sign the Amendment or risk forfeiture of all State CERCLA: Sec. 128(a) grant funds.

5. RISK ASSESSMENTS, MONITORING AND REMEDIES

Risk assessments will be ongoing throughout the project period. Sub-Recipient agrees to allow the State to monitor Sub-Recipient to ensure compliance with program requirements, to identify any deficiencies in the administration and performance of the award and to facilitate the same. At the discretion of the State, monitoring may include but is not limited to the following: On-site visits, follow-up, document and/or desk reviews, third-party evaluations, virtual monitoring, technical assistance and informal monitoring such as mail

and telephone interviews. As appropriate, the cooperative audit resolution process may be applied.

Sub-Recipient agrees to comply with ongoing risk assessments, to facilitate the monitoring process, and further, Sub-Recipient understands and agrees that the requirements and conditions under the grant award may change as a result of the risk assessment/monitoring process.

In the event of noncompliance or failure to perform under the grant award, the State has the authority to apply remedies, including but not limited to: Temporary withholding payments, or other remedies including civil and/or criminal penalties as appropriate.

6. RETENTION AND INSPECTION OF RECORDS:

The Sub-Recipient agrees to maintain or supervise the maintenance of records necessary for the proper and efficient operation of the program, the provision of services, administrative costs, and statistical, fiscal, and other information records necessary for reporting and accountability required by the State. The Sub-Recipient shall retain such records for a period of three years after the date of the submission of the final expenditure report.

If any litigation, claim, or audit is started before the expiration of the three-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. The three-year retention period may be extended upon written notice by the State. Records for real property and equipment acquired with Federal funds must be retained for three years after final disposition. When records are transferred to or maintained by the Federal awarding agency or the State, the three-year retention requirement is not applicable to the Sub-Recipient. In the event the documents and their supporting records consist of indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable, the following applies: (1) If submitted for negotiation: If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the State) to form the basis for negotiation of the rate, then the three-year retention period for its supporting records starts from the date of such submission. (2) If not submitted for negotiation: If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the State) for negotiation purposes, then the three-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the Sub-Recipient's fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

The State, through any authorized representative, shall have access to and the right to examine and copy all records, books, papers or documents related to services rendered under this Agreement and shall have access to personnel of the Sub-Recipient for purposes of interview and discussion related to the records, books, papers and documents. State Proprietary Information, which shall include all information disclosed to the Sub-Recipient by the State, shall be retained in Sub-Recipient's secondary and backup systems and shall remain fully subject to the obligations of confidentiality stated herein until such information is erased or destroyed in accordance with Sub-Recipient's established record retention policies.

All payments to the Sub-Recipient by the State are subject to site review and audit as prescribed and carried out by the State. Any over payment under this Agreement shall be returned to the State within thirty days after written notification to the Sub-Recipient.

7. AUDIT REQUIREMENTS:

State may perform a more limited program or performance audit related to the completion of the Agreement objects, the eligibility of services or costs, and adherence to Agreement provisions.

Audits shall be completed and filed with the Department of Legislative Audit by the end of the fiscal year being audited.

For either an entity-wide, independent financial audit or an audit under 2 CFR Part 200 Subpart F, the Sub-Recipient shall resolve all interim audit findings to the satisfaction of the auditor. The Sub-Recipient shall facilitate and aid any such reviews, examinations, agreed upon procedures etc., the State or its contractor(s) may perform.

Failure to complete audit(s) as required, including resolving interim audit findings, will result in the disallowance of audit costs as direct or indirect charges to programs. Additionally, a percentage of awards may be withheld, overhead costs may be disallowed, and/or awards may be suspended, until the audit is completely resolved.

The Sub-Recipient shall be responsible for payment of any and all audit exceptions which are identified by the State. The State may conduct an agreed upon procedures engagement as an audit strategy. The Sub-Recipient may be responsible for payment of any and all questioned costs, as defined in 2 C.F.R. 200.84, at the discretion of the State.

Notwithstanding any other condition of the Agreement, the cooperative audit resolution process applies, as appropriate. The books and records of the Sub-Recipient must be made available if needed and upon request at the Sub-Recipient's regular place of business for audit by personnel authorized by the State. The State and/or federal agency has the right to return to audit the program during performance under the grant or after close-out, and at any time during the record retention period, and to conduct recovery audits including the recovery of funds, as appropriate.

If applicable, Sub-Recipient agrees to comply in full with the administrative requirements and cost principles as outlined in OMB uniform administrative requirements, cost principles, and audit requirements for federal awards at 2CFR Part 200 (Uniform Administrative Requirements).

8. SUB-RECIPIENT ATTESTATION

By signing this Agreement, Sub-Recipient attests to the following requirements as set forth in SDCL § 1-56-10:

a. A conflict of interest policy is enforced within the recipient's or Sub-Recipient's organization;

b. The Internal Revenue Service Form 990 has been filed, if applicable, in compliance with federal law, and is displayed immediately after filing on the recipient's or Sub-Recipient's website;

c. An effective internal control system is employed by the recipient's or Sub-Recipient's organization; and

d. If applicable, the recipient or Sub-Recipient is in compliance with the federal Single Audit Act, in compliance with § 4-11-2.1, and audits are displayed on the recipient's or Sub-Recipient's website.

Sub-Recipient further represents that any and all concerns or issues it had in complying with the foregoing attestations were provided to the State and resolved to their satisfaction prior to signing this Agreement.

If Sub-recipient is a non-state agency they agree to disclose to the State, in writing, any conflicts of interest that exist under the Sub-recipient's conflict of interest policy. The State will publicly post any disclosed conflicts of interest along with the corresponding grant agreement on the Open SD website.

In the event of a significant change in the conflict-of-interest policy, Sub-Recipient agrees to provide immediate notice of such change to the State and provide a copy of the new conflict of interest policy. Sub-Recipient understands that any change in the conflict-of-interest policy may result in a change in their monitoring or other performance requirements under the grant and expressly agrees to comply with those changes and to facilitate any additional monitoring as required by the State.

9. CLOSEOUT

a. Grant proceeds will be disbursed upon receipt of sub-recipient payment requests and invoices to support such requests, throughout the project and after determining that the requested payment and invoices are for costs that meet the eligibility outlined in the workplan.

b. The Sub-Recipient will designate, in writing, an official to certify on Sub-Recipient's behalf that the request submitted is correct and is a valid expenditure under the workplan.

c. Sub-Recipient will submit a signed request for disbursement along with invoices to support the request. The request for disbursement will be submitted to such person or persons as the State may designate for approval.

d. The State reserves the right, at its option, to disburse the funds directly to the contractor or sub-contractor supplying the service for which the payment is sought. No funds will be disbursed until all fees owed by the Sub-Recipient to the Department of Agriculture and Natural Resources are paid.

e. All requests for disbursement for eligible costs under this Agreement not presented within ninety (90) days after the completion of the term of this Agreement or on or before September 30th, 2023, are barred from payment unless an extension is granted by the state.

B. STANDARD CLAUSES

10. ASSURANCE REQUIREMENTS:

The Sub-Recipient agrees to abide by all applicable provisions of the following: Byrd Anti Lobbying Amendment (31 USC 1352), Debarment and Suspension (Executive Orders 12549 and 12689 and 2 C.F.R. 180), Drug-Free Workplace, Executive Order 11246 Equal Employment Opportunity as amended by Executive Order 11375 and implementing regulations at 41 C.F.R. part 60, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, Drug Abuse Office and Treatment Act of 1972, Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Age Discrimination Act of 1975, Americans with Disabilities Act of 1990, Pro-Children Act of 1994, Hatch Act, Health Insurance Portability and Accountability Act (HIPAA) of 1996 as amended, Clean Air Act, Federal Water Pollution Control Act, Charitable Choice Provisions and Regulations, Equal Treatment for Faith-Based Religions at Title 28 Code of Federal Regulations Part 38, the Violence Against Women Reauthorization Act of 2013 and Infrastructure Investment and Jobs Act 2021, as applicable; and any other nondiscrimination provision in the specific statute(s) under which application for Federal assistance is being made; and the requirements of any other nondiscrimination statute(s) which may apply to the award.

11. COST PRINCIPLES:

If applicable, Sub-Recipient agrees to comply in full with the administrative requirements and cost principles as outlined in OMB uniform administrative requirements, cost principles, and audit requirements for federal awards – 2CFR Part 200 (Uniform Administrative Requirements) and 2 CFR Part 1500.

12. TERMINATION:

This Agreement may be terminated by either party hereto upon thirty (30) days written notice. In the event the Sub-Recipient breaches any of the terms or conditions hereof, this Agreement may be terminated by the State for cause at any time, with or without notice and the Sub-Recipient shall be obligated to reimburse the State for any funds theretofore improperly expended by or for the benefit of the Sub-Recipient, or any part thereof, and if not promptly paid the State may pursue all rights and remedies under any applicable laws or regulations. Upon termination of this Agreement, all accounts and payments shall be processed according to financial arrangements set forth herein for services rendered to date of termination.

13. FUNDING:

This Agreement depends upon the continued availability of appropriated funds for this purpose. If for any reason the funds become unavailable by operation of the law or federal

funds reduction, this Agreement will be terminated by the State. Termination for any of these reasons is not a default by the State nor does it give rise to a claim against the State.

14. ASSIGNMENT AND AMENDMENT:

This Agreement may not be assigned without the express prior written consent of the State. This Agreement may not be amended except in writing, which writing shall be expressly identified as a part hereof, and be signed by an authorized representative of each of the parties hereto.

15. CONTROLLING LAW:

This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota, without regard to any conflicts of law principles, decisional law, or statutory provision which would require or permit the application of another jurisdiction's substantive law. Venue for any lawsuit pertaining to or affecting this Agreement shall be in the Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

16. SUPERCESSION:

All other prior discussions, communications and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and except as specifically provided herein, this Agreement constitutes the entire agreement with respect to the subject matter hereof.

17. SEVERABILITY:

In the event that any provision of this Agreement shall be held unenforceable or invalid by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement, which shall remain in full force and effect.

18. NOTICE:

Any notice or other communication required under this Agreement shall be in writing and sent to the address set forth above. Notices shall be given by and to the Division being contracted with on behalf of the State, and by the Sub-Recipient, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.

19. SUBCONTRACTORS/SUB-SUB-RECIPIENTS:

The Sub-Recipient will not use subcontractors or other sub-recipients to perform work under this Agreement without the express prior written consent from the State. The State reserves the right to complete a risk assessment on any proposed sub-contractor or sub-recipient and to reject any person or entity presenting insufficient skills or inappropriate behavior.

The Sub-Recipient will include provisions in its subcontracts or sub-grants requiring its subcontractors and sub-recipients to comply with the applicable provisions of this Agreement, to indemnify the State, and to provide insurance coverage for the benefit of the State in a manner consistent with this Agreement. The Sub-Recipient will cause its subcontractors, sub-recipients, agents, and employees to comply with applicable federal, state and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance. The State, at its option, may require the vetting of any subcontractors and sub-recipients. The Sub-Recipient is required to assist in this process as needed.

20. STATE'S RIGHT TO REJECT

The State reserves the right to reject any person or entity from performing the work or services contemplated by this Agreement, who present insufficient skills or inappropriate behavior.

21. CONFLICT OF INTEREST:

Sub-Recipient agrees to establish safeguards to prohibit any employee or other person from using their position for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain as contemplated by SDCL 5-18A-17 through 5-18A-17.6. Any potential conflict of interest must be disclosed in writing and approved, in writing, by the State. In the event of a conflict of interest, the Sub-Recipient expressly agrees to be bound by the conflict-of-interest resolution process set forth in SDCL § 5-18A-17 through 5-18A-17.6.

22. TERMS:

By accepting this Agreement, the Sub-Recipient assumes certain administrative and financial responsibilities. Failure to adhere to these responsibilities without prior written approval by the State shall be a violation of the terms of this Agreement, and the Agreement shall be subject to termination.

23. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION:

Sub-Recipient certifies, by signing this Agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or any state or local government department or agency. Sub-Recipient further agrees that it will immediately notify the State if during the term of this Agreement it or its principals become subject to debarment, suspension or ineligibility from participating in transactions by the federal government, or by any state or local government department or agency.

C. AGENCY OR GRANT SPECIFIC CLAUSES

24. COMPLIANCE WITH EXECUTIVE ORDER 2020-01

By entering into this Agreement, Sub-Recipient certifies and agrees that it has not refused to transact business activities, it has not terminated business activities, and it has not taken other similar actions intended to limit its commercial relations, related to the subject matter of this Agreement, with a person or entity that is either the State of Israel, or a company doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel to do business, or doing business in the State of Israel, with the specific intent to accomplish a boycott or divestment of Israel in a discriminatory manner. It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State to terminate this Agreement. Sub-Recipient further agrees to provide immediate written notice to the State if during the term of this Agreement it no longer complies with this certification, and agrees such noncompliance may be grounds for termination of this Agreement.

25. TECHNICAL ASSISTANCE:

The State agrees to provide technical assistance regarding the State's rules, regulations and policies to the Sub Recipient and to assist in the correction of problem areas identified by the State's monitoring activities.

26. LICENSING AND STANDARD COMPLIANCE:

The Sub-Recipient agrees to comply in full with all licensing and other standards required by Federal, State, County, City or Tribal statute, regulation or ordinance in which the service and/or care is provided for the duration of this Agreement. The Sub-Recipient will maintain effective internal controls in managing the federal award. Liability resulting from noncompliance with licensing and other standards required by Federal, State, County, City or Tribal statute, regulation or ordinance or through the Sub-Recipient's failure to ensure the safety of all individuals served is assumed entirely by the Sub-Recipient.

The funding of this Sacred Heart Church and Sacred Heart School Link Auditorium Asbestos Abatement Project in no way obligates the State to provide future funding for design or construction of additional improvements.

The Sub-Recipient will comply and will ensure that the engineer and contractor selected to oversee the project complies, with all federal, state and local laws, regulations, ordinances, guidelines, permits and requirements applicable to providing services pursuant to this Agreement, and will be solely responsible for obtaining current information on such requirements.

Sub-Recipient will complete the Project with reasonable diligence in accordance with the approved workplan and the approved Project scope for the grant.

27. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

As required by 2 CFR 200.216, recipients and sub-recipients, are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). Recipients, sub-recipients, and borrowers also may not use funds to purchase:

- a. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- b. Telecommunications or video surveillance services provided by such entities or using such equipment.
- c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. Consistent with 2 CFR 200.471, costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, and cloud servers are allowable except for the following circumstances: Obligating or expending funds for covered telecommunications and video surveillance services or equipment or services as described in 2 CFR 200.216 to:

- (1) Procure or obtain, extend or renew a contract to procure or obtain;
- (2) Enter into a contract (or extend or renew a contract) to procure; or
- (3) Obtain the equipment, services, or systems. Certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the System for Award Management exclusion list.

28. PROJECT REPRESENTATIONS AND COVENANTS.

The Sub-Recipient hereby represents and covenants that:

- a. Sacred Heart Church and Sacred Heart School Link Auditorium Asbestos Abatement Project has complied and will comply with applicable federal, state and local laws, regulations, ordinances, and standards,

c. the Project is the type of project permitted to be financed under the applicable Program, the Act, and the laws governing the issuance of the Grant.

29. REDUCTION OF PROJECT COSTS

If all or a portion of the Project is canceled or scaled back and the costs of the Project are thereby reduced, or if for any reason the Sub-Recipient will not require the full amount of the Grant, the Sub-Recipient shall promptly notify the State and return the portion of the Grant which will not be needed.

No action or motion will be required by the Board of Water and Natural Resources to allow for the reduction of grant funds as set forth herein. The State will prepare the grant amendment with the new reduced grant amount. The Sub-Recipient is required to sign the Amendment or risk forfeiture of all State CERCLA: Sec. 128(a) grant funds.

30. INDEMNIFICATION

Sub-Recipient agrees to indemnify the State of South Dakota, its officers, agents, and employees, from and against all claims or proceedings for actions, suits, damages, liabilities, other losses or equitable relief that may arise at least in part as a result of an act or omission in performing services under this Agreement. Sub-Recipient shall defend the State of South Dakota, its officers, agents, and employees against any claim, including any claim, action, suit, or other proceeding related to the claim. Sub-Recipient's obligation to indemnify includes the payment of attorney fees and other costs of defense. In defending the State of South Dakota, its officers, agents, and employees, Sub-Recipient shall engage other professionals, subject to the written approval of the State which shall not be unreasonably withheld. Notwithstanding the foregoing, the State may, in its sole discretion and at the expense of Sub-Recipient, engage attorneys and other professionals to defend the State of South Dakota, its officers, agents, and employees, or to assist Sub-Recipient in the defense. This section does not require Sub-Recipient to be responsible for or defend against claims or proceedings for damages, liabilities, losses or equitable relief arising solely from errors or omissions of the State, its officers, agents or employees.

31. FLOW DOWN

All "flow down" requirements are imposed on the subrecipient by the State to ensure that the award is used in accordance with Federal statutes, regulations and the terms of the award. The subrecipient is accountable to the State for compliance with Federal requirements. These requirements include, among others:

- a. Title VI of the Civil Rights Act and other Federal statutes and regulations prohibiting discrimination in Federal financial assistance programs, as applicable.

Subawards are not conditioned in a manner that would disadvantage applicants for subawards based on their religious character.

D. AUTHORIZED SIGNATURES:

In witness hereto, the parties signify their agreement by affixing their signatures hereto.

Sub-Recipient Signature

Date

Hunter Roberts, Secretary

Date

EXHIBIT A

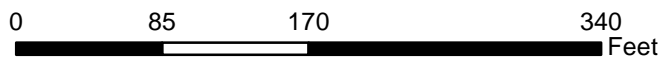
Workplan.



City of Yankton

Property Location Map

509 Capitol Street
42.872961, -97.390452



Memorandum #23-137

To: Amy Leon, City Manager
From: Adam Haberman, PE, Public Works Director
Subject: 2024 Application for Bridge Improvement Grant (BIG) PE (Preliminary Engineering) Funds or Local Federal Bridge Replacement or Removal Funds for the Cedar Street Bridge and the 23rd Street Bridge
Date: July 18, 2023

The South Dakota Department of Transportation (SDDOT) recently announced it would accept requests for bridge replacement project funding, by application, due August 1, 2023. Based on current percentage of poor deck area between SDDOT and Local Governments, a total of \$74,575,884.00 of federal funds will be made available for projects to be let to contract from FFY 2024 through FFY 2027. The funding is comprised of the 2023 & 2024 allocation of Bridge Formula Program funds (\$25.975 M/yr.) and the 2023 HIP funds (\$22.624 M). With the recent announcement of the funding program, the SDDOT also released the application for the Bridge Improvement Grant (BIG) PE Funds and the Local Federal Bridge Replacement or Removal Funds. The two programs may be applied for sharing the same application.

Attached are two 2024 Application for Bridge Improvement Grant (BIG) PE Funds or Local Federal Bridge Replacement or Removal Funds applications, and a Bridge Improvement Grant / Local Federal Bridge Programs Resolution Authorizing Submission of Applications #23-40. One application is for Local Federal Bridge Replacement funds for the Cedar Street Bridge, SN 68-121-204. The Cedar Street Bridge received a BIG PE grant in 2020 which is currently being executed by Banner Engineering. The existing Cedar Street Bridge structure is in poor condition due largely to the condition of the substructure which has required the bridge to be posted to below legal loads. If selected for the federal funds, construction and construction engineering costs are eligible at 100% federal aid, and the City would be responsible for any non-participating costs. The second application is for both Local Federal Bridge Replacement funds (primary) and the BIG PE funds (secondary) for the 23rd Street Bridge, SN 68-119-190. The existing 23rd Street Bridge structure is in poor condition due largely to the condition of the deck/superstructure, but the condition of the substructure is contributing. If selected for the federal funds, preliminary engineering, construction and construction engineering costs are eligible at 100% federal aid, and the City would be responsible for any non-participating costs. If unsuccessful in the federal grant, and if selected for the BIG PE funds, the preliminary engineering fees would total \$60,000. The BIG PE grant would provide \$48,000 and the City would be responsible for a 20% local match of \$12,000. The BIG PE would provide preliminary engineering services for a future design and replacement project of the 23rd Street Bridge.

Respectfully submitted,



Adam Haberman, PE
 Public Works Director

_____ Roll Call



2024 APPLICATION FOR BRIDGE IMPROVEMENT GRANT (BIG) PE FUNDS or LOCAL FEDERAL BRIDGE REPLACEMENT or REMOVAL FUNDS

South Dakota Department of Transportation

Must be postmarked by August 1, 2023

SUBMIT APPLICATION TO: DOT.LOCGOVASSISTOFFICE@state.sd.us

Identification	Bridge ID # <u>68-121-204</u> Owner <u>Yankton</u> Location <u>Cedar Street, 350 north of West 6th St.</u>	Fed Functional Classification: Urban Local Over: <u>Marne Creek</u> Road/Street/Avenue Name: <u>Cedar Street</u> BIG Score: <u>NA</u> Mod. BIG Score: <u>29.938</u>
Program	Application for (check only one): <input type="checkbox"/> Federal Removal Project (Design & Construction) <input checked="" type="checkbox"/> Federal Replacement Project (Design & Construction) <i>PE Paid by Local</i> _____ <i>Paid by BIG Grant PCN</i> <u>08CT</u> <input type="checkbox"/> Bridge Improvement Preliminary Engineering Grant (Survey & Hydraulics) <input type="checkbox"/> Both Federal Replacement Project & Bridge Improvement Preliminary Engineering Grant	
Grant (BIGs Only)	Total Project Amount \$ _____ = Requested Grant Amount \$ _____ + Local Match \$ _____ (20% minimum) If Higher Percent Used Show Here _____ %	
Cost Proposals	<p style="text-align: center;">Attach cost proposal (DOT cost plus fixed fee format for the requested work)</p> Preliminary Engineering - Survey & Hydraulics (BIGs & Federal): maximum allowable fixed fee = 13% Design of Replacement (Federal Only): maximum allowable fixed fee = 13% Design of Rehabilitation (Federal Only): maximum allowable fixed fee = 14% Design of Removal (Federal Only): maximum allowable fixed fee = 11%	
Eligibility (BIGs Only)	All Projects: (Attach separate sheet with explanation if any of the following are False) Structure serves multiple residences, farms, ranches or a multi-lot development? <input type="checkbox"/> True <input type="checkbox"/> False Structure is located on a Full Maintenance Road? <input type="checkbox"/> True <input type="checkbox"/> False Roadway does not terminate into a field entrance, driveway, single residence, farm, or ranch? <input type="checkbox"/> True <input type="checkbox"/> False Local Public Agency (LPA) is in full compliance with Federal and State NBIS requirements? <input type="checkbox"/> True <input type="checkbox"/> False County Applicant: Amount of County Wheel Tax per wheel for >6000 lb classification: _____ Is the structure listed in the Approved County 5-Year Plan or Revised Plan (Attach with signed standard resolution)? <input type="checkbox"/> Yes <input type="checkbox"/> No Has general maintenance been performed on the structure? (Must attach maintenance records.) <input type="checkbox"/> Yes <input type="checkbox"/> No	
Prioritization	Describe the economic importance of evaluating/replacing this bridge (attach additional sheets as needed): <p style="color: red; text-align: center;"> <u>The existing structure is in poor condition due largely to the condition of the substructure. The structure is posted below legal loads (18-30). The existing structure provides access to local residences and businesses. For estimating purposes, a 106'-10" composite steel girder bridge, 45° LHF skew, with a 37'-0" roadway and two 6'-0" sidewalks, is being considered.</u> </p>	
LPA Authorization	Adam Haberman, Public Works Director LPA Contact (print) Contact email and phone number: <u>AHaberman@cityofyankton.org, (605) 668-5250</u> Attach resolution from Commission/Council authorizing application for grant(s).	

Estimated Engineering Cost

Banner Associates, Inc.

BIG Project for Structure Number: 68-121-204

City of Yankton

Retainer Agreement Number: _____

Direct Labor Salary Cost:	Estimated Hours	Hourly Rate	Estimated Cost
Colin Zwaschka - Project Manager	520	\$51.94	\$27,008.80
Kent Johnson - Project Manager	128	\$54.38	\$6,960.64
Luke Johnson - Project Engineer	400	\$48.08	\$19,232.00
Matt Buenger - Staff Engineer	720	\$34.76	\$25,027.20
Austin Johnson - Land Surveyor	40	\$41.02	\$1,640.80
Ben Hanzen - GIS/Environmental	128	\$28.18	\$3,607.04
Troy Schmeling - Drafter/Designer	200	\$38.61	\$7,722.00
Carol Kervin - Controller	10	\$51.93	\$519.30
Total Direct Labor Cost	2146		\$91,717.78

Labor Overhead Cost: 140.257% \$128,640.61

Fixed Fee - Max. Allowable Structure Replacements 13.00% \$28,646.59

Capital Cost of Money 0.45% \$412.73

Direct Expenses:

Mileage	600	\$0.700	\$420.00
Meals (Per Diem)	4	\$14.00	\$56.00
Lodging	0	\$0.000	\$0.00
Photocopies	0	\$0.080	\$0.00
Postage	0	\$10.00	\$0.00
Miscellaneous	1	\$106.29	\$106.29
Total Direct Expenses			\$582.29

Total Cost for Application **\$250,000.00**



2024 APPLICATION FOR BRIDGE IMPROVEMENT GRANT (BIG) PE FUNDS or LOCAL FEDERAL BRIDGE REPLACEMENT or REMOVAL FUNDS

South Dakota Department of Transportation

Must be postmarked by August 1, 2023

SUBMIT APPLICATION TO: DOT.LOCGOVASSISTOFFICE@state.sd.us

Identification	Bridge ID # <u>68-119-190</u> Owner <u>Yankton</u> Location <u>West 23rd Street, 650 west of Broadway Ave.</u>	Fed Functional Classification: <u>Urban Collector</u> Over: <u>Marne Creek</u> Road/Street/Avenue Name: <u>23rd Street</u> BIG Score: <u>14.095</u> Mod. BIG Score: <u>17.686</u>
Program	Application for (check only one): <input type="checkbox"/> Federal Removal Project (Design & Construction) <input type="checkbox"/> Federal Replacement Project (Design & Construction) <i>PE Paid by Local</i> _____ <i>Paid by BIG Grant PCN</i> _____ <input type="checkbox"/> Bridge Improvement Preliminary Engineering Grant (Survey & Hydraulics) <input checked="" type="checkbox"/> Both Federal Replacement Project & Bridge Improvement Preliminary Engineering Grant	
Grant (BIGs Only)	Total Project Amount \$ <u>60,000</u> = Requested Grant Amount \$ <u>48,000</u> + Local Match \$ <u>12,000</u> (20% minimum) If Higher Percent Used Show Here _____ %	
Cost Proposals	<p style="text-align: center;">Attach cost proposal (DOT cost plus fixed fee format for the requested work)</p> Preliminary Engineering - Survey & Hydraulics (BIGs & Federal): maximum allowable fixed fee = 13% Design of Replacement (Federal Only): maximum allowable fixed fee = 13% Design of Rehabilitation (Federal Only): maximum allowable fixed fee = 14% Design of Removal (Federal Only): maximum allowable fixed fee = 11%	
Eligibility (BIGs Only)	All Projects: (Attach separate sheet with explanation if any of the following are False) Structure serves multiple residences, farms, ranches or a multi-lot development? <input checked="" type="checkbox"/> True <input type="checkbox"/> False Structure is located on a Full Maintenance Road? <input checked="" type="checkbox"/> True <input type="checkbox"/> False Roadway does not terminate into a field entrance, driveway, single residence, farm, or ranch? <input checked="" type="checkbox"/> True <input type="checkbox"/> False Local Public Agency (LPA) is in full compliance with Federal and State NBIS requirements? <input checked="" type="checkbox"/> True <input type="checkbox"/> False County Applicant: Amount of County Wheel Tax per wheel for >6000 lb classification: _____ Is the structure listed in the Approved County 5-Year Plan or Revised Plan (Attach with signed standard resolution)? <input type="checkbox"/> Yes <input type="checkbox"/> No Has general maintenance been performed on the structure? (Must attach maintenance records.) <input type="checkbox"/> Yes <input type="checkbox"/> No	
Prioritization	Describe the economic importance of evaluating/replacing this bridge (attach additional sheets as needed): <p style="color: red; text-align: center;"><u>The existing structure is in poor condition due largely to the condition of the deck/superstructure, but the condition of the substructure is contributing. The existing structure provides a direct link between the industrial park and US 81.</u></p>	
LPA Authorization	Adam Haberman, Public Works Director LPA Contact (print) Contact email and phone number: <u>AHaberman@cityofyankton.org, (605) 668-5250</u> Attach resolution from Commission/Council authorizing application for grant(s).	

Estimated Engineering Cost

Banner Associates, Inc.

BIG Project for Structure Number: 68-119-190

City of Yankton

Retainer Agreement Number: _____

Direct Labor Salary Cost:	Estimated Hours	Hourly Rate	Estimated Cost
Colin Zwaschka - Project Manager	60	\$51.94	\$3,116.40
Kent Johnson - Project Manager	60	\$54.38	\$3,262.80
Joe Stonesifer - Project Engineer	160	\$43.73	\$6,996.80
Luke Johnson - Project Engineer	40	\$48.08	\$1,923.20
Austin Johnson - Land Surveyor	40	\$41.02	\$1,640.80
Chadwick Martinson - Land Survey	80	\$35.31	\$2,824.80
Troy Schmeling - Drafter/Designer	60	\$38.61	\$2,316.60
Carol Kervin - Controller	10	\$51.93	\$519.30
Total Direct Labor Cost	510		\$22,600.70

Labor Overhead Cost: 140.257% \$31,699.06

Fixed Fee - Max. Allowable for Structure Hyd/Survey 13.00% \$7,058.97

Capital Cost of Money 0.45% \$101.70

Direct Expenses:

Mileage	800	\$0.700	\$560.00
Meals (Per Diem)	10	\$14.00	\$140.00
Lodging	4	\$135.000	\$540.00
Photocopies	300	\$0.080	\$24.00
Postage	0	\$10.00	\$0.00
Miscellaneous	1	\$275.56	\$275.56
Total Direct Expenses			\$1,539.56

Subsurface Investigation (if contracting out) \$0.00

Total Cost for Application **\$63,000.00**

* INFO ONLY IF SDDOT TO DO - NOT part of the cap & State pays match (NO bill to local) *

Estimate for Subsurface Investigation (Min. of \$5,500 assuming a box will be selected / Min. of \$11,500 assuming a 1-span bridge OR \$15,000 assuming a multi-span bridge will be selected.) KG 8/19	\$11,500.00
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Resolution #23-40

BRIDGE IMPROVEMENT GRANT / LOCAL FEDERAL BRIDGE PROGRAMS
RESOLUTION AUTHORIZING SUBMISSION OF APPLICATIONS

WHEREAS, City of Yankton wishes to submit an application(s)
for consideration of award for the Bridge Improvement Grant and/or Local Federal Bridge Programs:

STRUCTURE NUMBER(S) AND LOCATION(S):

Local Federal Bridge Replacement only:

SN 68-121-204: Cedar Street, Yankton (Yankton Co.), approx. 350 feet north of West 6th Street

Local Federal Bridge Replacement primary, BIG PE secondary:

SN 68-119-190 on West 23rd Street, 650 feet west of Broadway Avenue/US 81

and WHEREAS, NA certifies that the project(s) are listed in
the county's Five-Year County Highway and Bridge Improvement Plan*;

and WHEREAS, City of Yankton agrees to pay the **20 %** match on the
Bridge Improvement Grant funds and/or 0.0% match on the Local Federal Bridge funds;

and WHEREAS, City of Yankton hereby authorizes the Bridge
Improvement Grant and Local Federal Bridge application(s) and any required funding commitments.

NOW THEREFORE BE IT RESOLVED:

That the South Dakota Department of Transportation be and hereby is requested to accept the
attached Bridge Improvement Grant and/or Local Federal Bridge application(s).

Vote of Commissioners/Council: Yes _____ No _____

Dated at _____, SD, this _____ day of _____,

ATTEST:

County Auditor/City Finance Officer

Chairman/Mayor

*NOTES:

- not applicable for cities applying for the grant – simply mark 'NA'
- not applicable if applying for ONLY the Local Federal Bridge Program – simply mark 'NA'

Minimum required for Bridge Improvement Grant is 20%; must match percent shown on application.

Memorandum #23-138

To: Amy Leon, City Manager
 From: Dave Mingo, AICP Community Development Director
 Subject: Resolution of Support for Yankton Thrive's Housing Infrastructure Program
 Funding Application for Whiting Drive Apartments
 Date: July 18, 2023

Yankton Thrive is planning to submit an application to the South Dakota Housing Development Authority for housing infrastructure funding for their upcoming apartment project on Whiting Drive, west of the future intersection of Gehl Drive. The attached Plat location Map and Plat show the location of the two lots. (The east triangle Lot 18 is not part of this project.) Although they have not yet determined the number of units in the project, their plan is to partner with a private developer to create a large multi-family, workforce housing project that complies with Yankton's standard maximum density limitation in the zoning ordinance.

Part of the application process includes a statement of commitment in the form of a resolution from the local political subdivision. The commitment does not include an obligation of City funds. It is a statement that the project is generally supported at this time and is subject to all the standard processes of development. This is not a blanket commitment to approve all those items. Each individual process will be required to be successfully completed for overall approval.

The commitment also indicates that if the processes are successfully completed, the adjacent public infrastructure will become part of the City's owned and maintained standard public improvements. As you know, the acceptance of infrastructure that is built to our standards is a part of every new development.

Respectfully submitted,

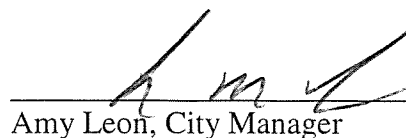


Dave Mingo, AICP
 Community and Economic Development Director

Recommendation: It is recommended that the City Commission approve Resolution #23-41 in support of Yankton Thrive's application for South Dakota Housing Development Authority housing infrastructure funding for a multi-family housing project on Whiting Drive.

I concur with this recommendation.

I do not concur with this recommendation.



Amy Leon, City Manager

_____ Roll Call

RESOLUTION #23-41

Resolution in Support of an Application for Financial Assistance to the South Dakota Housing Development Authority by Yankton Thrive for the Benefit of Multifamily Development

WHEREAS, the City of Yankton and Yankton Thrive have determined it is necessary to proceed with improvements to the City's infrastructure, thus enabling additional multifamily units to be constructed in the city limits of Yankton; and

WHEREAS, the City and Developer have determined financial assistance will be necessary to undertake the Project and an application for financial assistance to the South Dakota Housing and Development Authority shall be prepared by Yankton Thrive for the proposed development; and

WHEREAS, the City will work with the Developer's engineer to ensure the preliminary project infrastructure plans meet the City's requirements for adequate drinking water, water treatment capacity and distribution, storm sewer, and all other necessary improvements as needed; and

WHEREAS, the City has adequate treatment facilities and water supply to accommodate the proposed development; and

WHEREAS, the City is committed to the ownership and long-term maintenance of said public infrastructure upon acceptance and the conditions set forth in the certificate of completion that the said infrastructure and system shall meet the specifications, materials and equipment set forth as shown on the approved plans in said agreement; and

WHEREAS, the 2022 Yankton Housing Study identified the need for additional multifamily housing in the moderate to market price range, an increase in the variety of housing types, designs, and densities; and

WHEREAS, the City acknowledges that there is a significant housing shortage in City of Yankton and this proposed development will help, but not resolve the housing shortage.

NOW, THEREFORE, BE IT RESOLVED by the City of Yankton as follows:

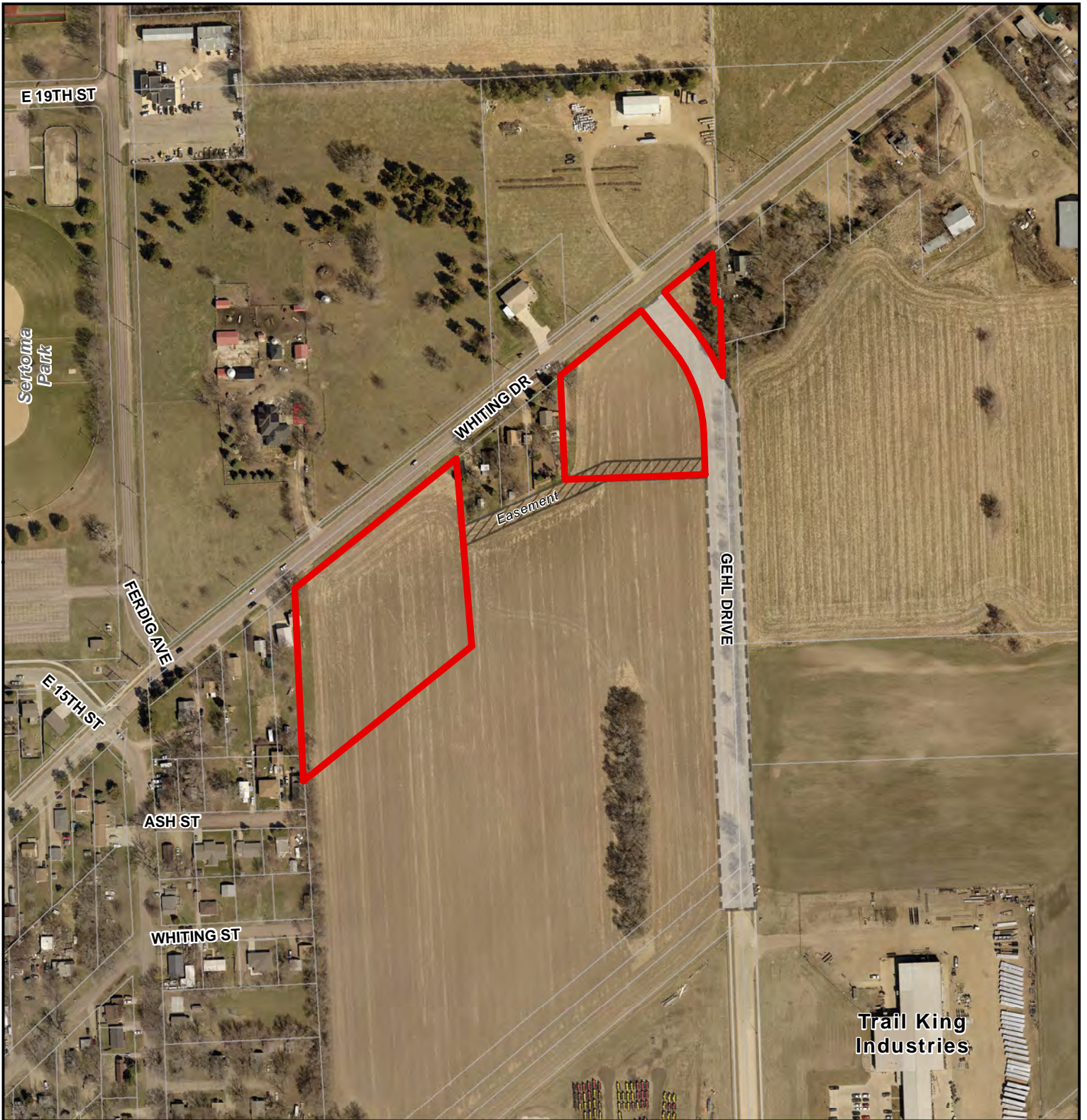
1. The City hereby supports the submission of an Application for financial assistance by Yankton Thrive, to the South Dakota Housing and Development Authority.
2. City officials of the City of Yankton are hereby authorized to deliver such other documents as necessary, to assist with the application.

Adopted this 24th July, 2023.

Attest:

Stephanie Moser, Mayor

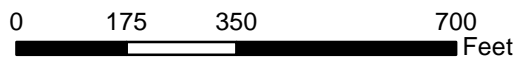
Al Viereck, Finance Officer



City of Yankton

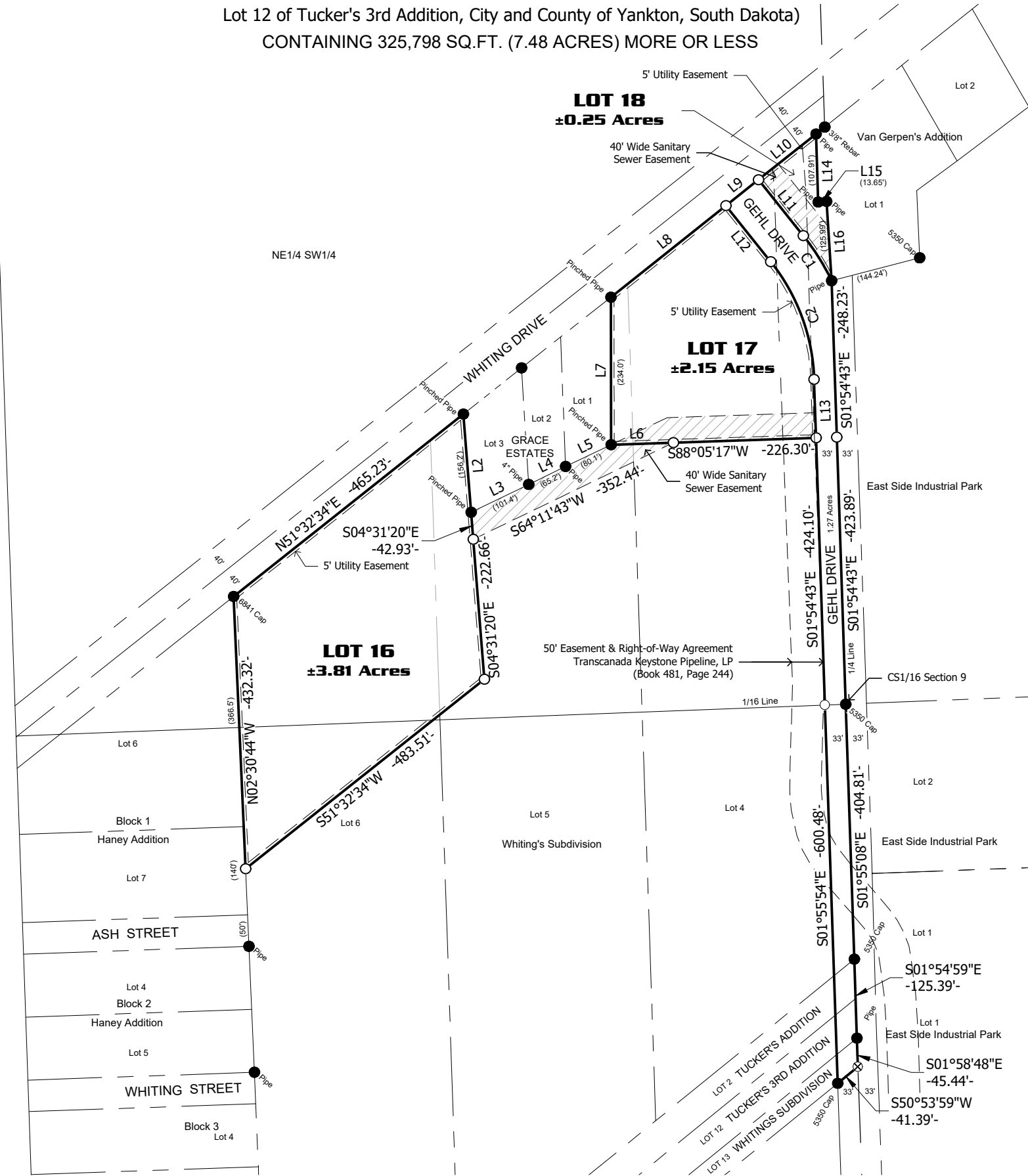
Plat Location Map

Plat of Lots 16, 17, & 18 of Whiting's Subdivision,
City of Yankton, Yankton County, South Dakota.



PLAT OF LOTS 16, 17 AND 18 OF WHITING'S SUBDIVISION TO THE CITY OF YANKTON, SOUTH DAKOTA

(A portion of Lots 4, 5, 6 and 13 of Whiting's Subdivision, Lot 2 of Tucker's Addition and Lot 12 of Tucker's 3rd Addition, City and County of Yankton, South Dakota)
CONTAINING 325,798 SQ.FT. (7.48 ACRES) MORE OR LESS



0 100 200
SCALE 1" = 200'

LEGEND:

- FOUND CORNER AS NOTED
- SET REBAR W/CAP LS 5350
- ⊗ CALCULATED CORNER
- (361.38') RECORD DISTANCE FROM PLAT OR DEED
- ▨ SANITARY SEWER EASEMENT

LINE TABLE		
LINE #	LENGTH	BEARING
L2	156.26'	S04°31'20"E
L3	101.44'	N64°06'55"E
L4	65.08'	N64°07'39"E
L5	80.05'	N64°21'08"E
L6	98.76'	N88°05'17"E
L7	234.01'	N00°05'01"W
L8	233.29'	N51°29'00"E
L9	66.00'	N51°29'00"E
L10	116.52'	N51°29'00"E
L11	113.69'	S38°31'00"E
L12	113.69'	N38°31'00"W
L13	92.70'	S01°54'43"E
L14	107.96'	S01°47'23"E
L15	13.41'	N85°53'00"E
L16	126.18'	S03°33'30"E

CURVE TABLE						
CURVE #	LENGTH	RADIUS	DELTA	TANGENT	CHORD BEARING	CHORD LENGTH
C1	84.53'	383.00'	012°38'45"	42.44'	N32°11'38"W	84.36'
C2	202.52'	317.00'	036°36'17"	104.85'	N20°12'52"W	199.10'

SURVEYOR'S NOTES

THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT AND DOES NOT PURPORT TO SHOW EASEMENTS OF RECORD, IF ANY.

SURVEYOR'S CERTIFICATE

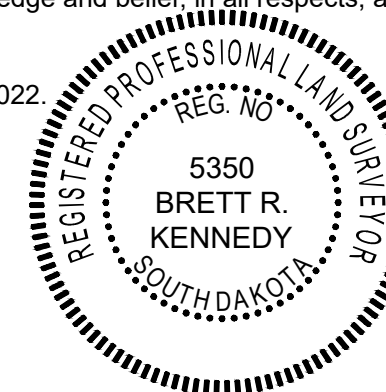
I, Brett R. Kennedy, a Registered Land Surveyor in the State of South Dakota, do hereby certify that at the request of the owners, and under their direction, did on or prior to November 28, 2022 I have surveyed Lots 4, 5, 6 and 13 of Whiting's Subdivision, Lot 2 of Tucker's Addition and Lot 12 of Tucker's 3rd Addition, City and County of Yankton, South Dakota, with area and dimensions as shown on the plat:

A portion shall hereafter be known and described as **LOTS 16, 17 AND 18 OF WHITING'S SUBDIVISION TO THE CITY OF YANKTON, SOUTH DAKOTA.**

I also hereby certify that this plat is to the best of my knowledge and belief, in all respects, a true description of said property.

I have executed this document this 20th day of December, 2022.

Brett R. Kennedy, LS 5350



Memorandum #23-139

To: Amy Leon, City Manager
From: Luke Youmans, Recreation and City Events Manager
Subject: Request by the Riverboat Days and Summer Arts Committee for a Fireworks Public Display on August 18, 2023
Date: July 19, 2023

The Riverboat Days Committee and Summer Arts Committee is requesting the approval of a public fireworks display within the city limits on August 18, 2023 on the Meridian Bridge as a BACK-UP plan to the primary designated location on the south side of the Missouri River. If the Meridian Bridge would be utilized in the event that the primary area on the south bank of the Missouri would become unusable due to weather issues, staff will follow City procedure of closing the upper bridge and lower bridge to pedestrian traffic. The upper bridge will close no earlier than 8:00 am for set-up by Premier Pyrotechnics staff on August 18, 2023 and will remain closed during the day. The lower bridge will close at 9:00 pm to pedestrian use prior to and during the fireworks show and re-open following the fireworks. The upper bridge will open back up for pedestrian use by 7:00 am on August 19, 2023. Per municipal code, this request needs to be approved by the City Commission. The Fire Department has reviewed the request and is comfortable with the request being approved.

Recommendation: It is recommended that the City Commission approve the request for a public firework display hosted by Riverboat Days and Summer Arts Committees on August 18, 2023.

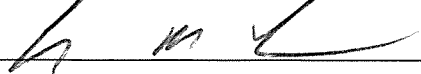
Respectfully submitted,

Luke Youmans

Recreation and City Events Manager

I concur with this recommendation.

I do not concur with this recommendation.



Amy Leon, City Manager

FIREWORKS PUBLIC DISPLAY PERMIT FOR YANKTON COUNTY

PERMIT # 3202513
(USE APPLICATION PICKUP DATE FOR PERMIT #)

NAME OF APPLICANT Yankton Riverboat Days

ADDRESS P.O. Box 483 CITY Yankton STATE SD ZIP 57078

PHONE _____ CELL 605-857-5426 OTHER _____

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

NAME Premier Pyrotechnics ADDRESS _____ CITY _____ STATE _____ ZIP _____

NAME _____ ADDRESS _____ CITY _____ STATE _____ ZIP _____

DATE/TIME DISPLAY TO BE DISCHARGED _____

LOCATION DISPLAY WILL BE DISCHARGED NE Side of the river - alternate site is Meridian Bridge

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

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

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

DATED THIS 17 DAY OF July, 2023. John Kiff
Signature of applicant

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

FIRE DEPARTMENT SIGNATURE/TITLE Jay Ackles Deputy Chief DATE 7-17-23

LAW ENFORCEMENT SIGNATURE/TITLE _____ DATE 3-15-2023

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

Memorandum #23-140

To: City Commission
From: Commander Monty Rothenberger
Date: July 19, 2023
Subject: Surplus Property

The City of Yankton has a desire to sell or dispose of property which has been determined to be no longer necessary, useful or suitable for the purpose for which it was acquired. In order for the City to sell, trade, destroy, or dispose of such property the City Commission must declare these items surplus by adopting a surplus property resolution as required by SDCL 6-13-1. Equipment or supplies which are to be destroyed, disposed or to be sold at public auction need not be appraised (SDCL 6-13-3).

Resolution #23-42 declares expired property, property that is no longer working or in use. Declared property will be sold by online auction, transferred to another government agency or disposed of pursuant to South Dakota Codified Law.

Respectfully submitted,

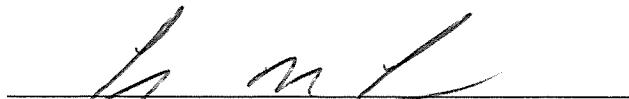


Monty Rothenberger
Commander, Yankton Police Department

Recommendation: It is recommended that the City Commission adopt Resolution #23-42 and authorize the sale, transfer or disposal of surplus property.

I concur with this recommendation.

I do not concur with this recommendation.



Amy Leon, City Manager

____ Roll call

RESOLUTION #23-42

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

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

PROPERTY TO BE DECLARED SURPLUS

Expiring Vests

Safariland Vest Ser# 10180266744 exp. Date 8/31/2023

Safariland Vest Ser# 10180126060/1018021443 exp. Date 10/23/23

Safariland Vest Ser# 10180256599/10180256698 exp. Date 8/31/2023

Safariland Vest Ser# 10180237763 exp. Date 10/23/2023

Safariland Vest Ser# 10180295750 exp. Date 10/23/2023

Adopted: This ____ day of July, 2023

Stephanie Moser
Mayor

ATTEST:

Al Viereck
Finance Officer