



2024_03_25

**CITY COMMISSION
MEETING**



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

YANKTON BOARD OF CITY COMMISSIONERS

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

Monday, March 25, 2024

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/c/cityofyankton/live>

TV Schedule: Mondays at 7:03 p.m. and Tuesday following meeting at 1:00 p.m.
on Midco Channel 3 and Bluepeak Channel 98.

I. ROUTINE BUSINESS

1. Roll Call
2. Approve Minutes of Regular Meeting of March 11, 2024 Attachment I-2
3. Schedule of Bills Attachment I-3
4. Proclamations for Retired Firefighters
 - Michael Gullikson
 - Larry Nickles
 - Matt Nighbert
 - Dave Walsh
5. City Manager's Report Attachment I-5
6. Public Appearances

Presentation - Scott Kostal, Executive Director
Missouri Sedimentation Action Coalition (MSAC)

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

II. CONSENT ITEMS

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

1. Notice of Call for City of Yankton Election

Establish 12:00 P.M. on Friday, April 12, 2024, as the time and date of a NOTICE OF CALL, a Special City Commission meeting to canvass the election returns of the City of Yankton Municipal Election which will be held on Tuesday, April 9, 2024. This meeting will be held at the Career Manufacturing Technical Education Academy located at 1200 W 21st Street, Room #114.

Attachment II-1

2. Budget Meeting Date(s)

Setting date of June 10, 2024 with a second date of June 11, 2024 (to be used if necessary) at 5:30 PM in CMTEA Room #114 for Budget Meetings to discuss the Capital Improvement Plan.

3. Establish Public Hearing for Sale of Alcoholic Beverages

Establish April 8, 2024 as the date for the public hearing for a Special On-sale Malt Beverage Retailers License and a Special On-sale Wine Retailers License for 1 day, September 14, 2024, from The Center, 900 Whiting Drive.

Attachment II-3

4. Establish Public Hearing for Sale of Alcoholic Beverages

Establish April 8, 2024 as the date for the public hearing for the transfer of owner of a Retail (on-sale) Liquor and a Retail (on-off sale) Malt Beverage & SD Farm Wine License from Upper Deck Inc to MG Oil Company d/b/a Upperdeck, 315 Broadway Ave, Suites A & B.

Attachment II-4

5. Establish Public Hearing for Sale of Alcoholic Beverages

Establish April 8, 2024 as the date for the public hearing for a Special Events Retail On-sale Liquor License for one day, May 25, 2024, from Boomer's, Inc., d/b/a Boomer's Lounge, 100 E. 3rd Street. Event location is the Meridian Venue, 101 E. 3rd Street.

Attachment II-5

6. Special Dance & Transient Merchant Licenses

Consideration of Memorandum #24-71 recommending approval of the applications from Yankton Riverboat Days, Inc. for a transient merchant license and a special events dance license to be located at Riverside Park. Both licenses are for three days, Thursday – Saturday, August 16-18, 2024.

Attachment II-6

III. OLD BUSINESS

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

1. Public Hearing for Sale of Alcoholic Beverages

Consideration of Memorandum #24-70 regarding a request for a Special On-sale Malt Beverage Retailers License for three days, August 16-18, 2024, from Yankton Area Riverboat Days, Inc. at Riverside Park.

Attachment III-1

IV. NEW BUSINESS

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

1. Municipal Election Board

Consideration of Memorandum #24-68 approving the recommendation of election workers for the City of Yankton election on April 9, 2024, and establishing the compensation for said election workers.

Attachment IV-1

2. Downtown Yankton Façade Grant Recommendations 2024

Consideration of Memorandum #24-65 recommending the Commission award the 2024 façade grant agreements to 315 Walnut Street and 606 East 4th Street.

Attachment IV-2

3. Music at the Meridian and City Special Events Exclusive Alcohol Vendor Contract and Fee

Consideration of Memorandum #24-66 regarding Resolution #24-19 approving the Exclusive Alcohol Vendor Contract and fee for Music at the Meridian and City Special Events for 2024.

Attachment IV-3

4. July 4th Fireworks Public Display

Consideration of Memorandum #24-69 regarding the request by the City of Yankton Parks and Recreation Department for a fireworks public display on July 4, 2024.

Attachment IV-4

5. Riverboat Days Fireworks Public Display

Consideration of Memorandum #24-72 regarding the request by the City of Yankton Parks and Recreation Department for a fireworks public display hosted by the Riverboat Days and Summer Arts Committees on August 16, 2024.

Attachment IV-5

6. Snow Blower Purchase for Street Department

Consideration of Memorandum #24-73 recommending the approval of the purchase of a 2024 Larue D50 snow blower for the purchase price of \$229,875.00 from TranSource Truck and Equipment of Sioux Falls, South Dakota based on the Sourcewell bid contract.

Attachment IV-6

7. Engineering Services Agreement for Railroad Tracks Watermain Boring

Consideration of Memorandum #24-74 recommending that the City Commission authorize the City Manager to execute the Agreement for Engineering Services with Banner Associates, Inc. for railroad tracks watermain boring at Cedar Street, Walnut Street and Douglas Avenue.

Attachment IV-7

8. Bid Award for the 8th Street Reconstruction Project

Consideration of Memorandum #24-75 recommending that the City Commission award the 8th Street reconstruction contract to Masonry Components, Inc. in the amount of \$2,210,122.42.

Attachment IV-8

9. Bid Award for the 21st Street Reconstruction Project

Consideration of Memorandum #24-76 recommending that the City Commission award the 21st Street water main and street reconstruction contract to Masonry Components, Inc. in the amount of \$1,078,800.00.

Attachment IV-9

10. Energy Efficiency and Conservation Block Grant Program 2024

Consideration of Memorandum #24-67 recommending the City Commission approve the purchase of the lighting fixtures, adopt the Energy Efficiency and Conservation Strategy, and authorize the City Manager to sign any documents related to the Energy Efficiency and Conservation Block Grant

Attachment IV-10

11. Surplus CVSA II

Consideration of Memorandum #24-79 recommending the adoption of Resolution #24-20 and authorizing the trade of surplus Yankton Police Department property (Voice Stress Analyzer CVSA II).

Attachment IV-11

V. OTHER BUSINESS

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

VI. ADJOURN THE MEETING OF MARCH 25, 2024

The City of Yankton Community Meeting Room is accessible to everyone. If you have any additional accommodation requirements, please call 668-5221.

Should you have any reason to believe an open meetings law has been violated please contact the Open Meetings Commission at the South Dakota Office of the Attorney General at: 1302 E. Hwy 14, Suite 1, Pierre, SD 57501-8501 or by phone at 605-773-3215.

**CHAMBER OF THE BOARD OF CITY COMMISSIONERS
YANKTON, SOUTH DAKOTA
MARCH 11TH, 2024**

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

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

Action 24-66

Moved by Commissioner Webber, seconded by Commissioner Brunick, to approve Minutes of Work Session Meeting of February 26, 2024, and Regular Meeting of February 26, 2024.

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

Motion adopted.

Action 24-67

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

Adobe (Computer Program) \$78.39; Advanced Graphix (Vehicle Graphics) \$96.50; Amazon (Computer Program) \$147.62; Amazon (Pool Sealant) \$53.25; Amazon (Hand Weights) \$84.90; Amazon (Hand Weights) \$20.91; Amazon (Fitness Class) \$276.56; Amazon (Program Supplies) \$71.22; Amazon (Ground Anchor Kit) \$62.31; Amazon (Ear Pieces) \$43.98; Amazon (Cable Attachments) \$43.27; Amazon (DVDs) \$287.10; Amazon (Lifeguard Classes) \$415.50; Amazon (Books) \$47.45; Amazon (Pool Rope Tightener) \$62.18; Amazon (Office Supplies) \$105.01; Amazon (DVD) \$27.00; Amazon (Program Supplies) \$22.89; Amazon (Program Supplies) \$12.95; Amazon (Key Lock Box) \$34.88; Amazon (Office Supplies) \$105.00; Amazon (Books) \$29.78; Amazon (Wellness) \$219.99; Amazon (Books) \$147.68; Amazon (CMOS Battery) \$14.98; Amazon (External Drive Adapters) \$47.98; Amazon (Book) \$34.25; American (Travel) \$559.20; American (Travel) \$559.20; American Eng. (Cemetery Engineering) \$3,550.00; AOX (Propane) \$220.61; APWA (Membership Dues) \$238.00; Aqua Logic (Supplies) \$20.85; AT&T (Mobile Data) \$1,210.37; Auto Value (Filters) \$2,198.65; Autobuilding Controls (Fire Alarm) \$300.00; Automatic Systems (Transducer) \$1,323.25; AutoZone (Battery) \$250.71; Avera (CDL Testing) \$163.00; Avera (Wellness) \$192.00; Avera (Health Insurance Premium) \$80,515.93; Axon (Taser Cartridges) \$3,368.00; Axvoice (Dialer Service) \$21.44; Baker-Taylor (Books) \$3,967.56; Banner Assoc. (Cedar Street Bridge) \$1,890.50; BBG Const. Law (Westside Park Fees) \$580.80; Blue Collar Tactical (SRT) \$1,140.00; Bluebeam (Software) \$1,200.00; Bluepeak (Internet) \$3,964.35; Bomgaars (Welding Sleeves, Grinder) \$2,336.43; Border States Electric (Service Renewal) \$3,378.49; Boston Shoes (Get Up And Play Month) \$50.00; BSN Sports (Softballs) \$284.36; C&B (Snowblower Runners) \$109.14; CenturyLink (Telephone) \$74.32; Chick-Fil-A (Travel Expense) \$11.10; City of Vermillion (JT Powers) \$62,238.70; City of Yankton (Rubbish) \$15.00; City of Yankton (Garbage) \$16,295.97; City of Yankton (Water/WW) \$8,724.40; Clarks Rentals (Equipment) \$72.00; CNA Surety (Notary Bond) \$50.00; Cornwell D-P Tools (Tools) \$454.89; Council 65 (AFSCME Deduction) \$1,069.96; Credit Collections (Garnishment) \$50.00; Crescent Electric (Led Lights) \$703.85; CSG Forte (CC Fees) \$628.81; Dash Medical (Gloves) \$113.85; Demco (Office Supplies) \$1,126.02; Dept Of Ag (Certification Testing) \$348.50; Dept Of Ag (Membership Dues) \$71.76; Dept Of Health (Water

Samples) \$301.00; Dept Of Social Services (Child Support) \$2,167.74; Design Solutions (Backwash Pump Adjustment) \$320.00; Dollar Tree (Adult Craft) \$48.75; Dollar Tree (Adult Craft) \$6.25; Eb 2024 Commercial Ap (Membership Dues) \$40.00; Eb 2024 GOSCOMA (Annual Conference) \$175.00; Echo Electric (LED Panel) \$2,060.55; Ehresmann Engineering (Curb Stop Pipe) \$78.16; Fairfield Inn (Author Visit) \$354.93; Family Dollar (Adult Craft) \$10.00; Fastenal (Garage Parts) \$2,549.63; FedEx (Evidence Return) \$18.07; Fejfar Plumbing (Capped Gas Line) \$94.90; Ferguson Enterprises (Meters) \$21,150.00; First Dakota (HSA Contributions) \$11,183.86; First National (Cafeteria Plan) \$2,359.96; Foxit (Perpetual License) \$179.99; Freddy's (Training) \$11.89; Frontier Mills (Grass Seed) \$184.06; Geotek Eng. & Testing (Elm Street Construction) \$132.00; Gerstner Oil (Mower Repairs) \$142.75; GIH Global (Scissor Lift Table) \$995.04; Graham (Tires) \$469.45; Hach (Reagents) \$98.79; Hansen Locksmithing (Duplicate Keys) \$10.00; Hanson Briggs (Golf Cart Permits) \$258.39; Harn Ro Systems (Replace Gaskets & Parts) \$1,336.68; Hawkins (Chemicals) \$63,063.83; HDR Engineering (Waste Water Improvement) \$107.43; Healthworks (CDL Testing) \$348.76; Heiman Fire Equip. (Firefighting Boots) \$1,695.55; HyVee (Centennial Bridge) \$1,082.15; HyVee (Programming Supplies) \$65.14; ICMA (Retirement Contributions) \$3,314.52; International (Lab Filtration) \$1,573.42; ISA (Study Books) \$461.32; J & H Cleaning (Janitorial Services) \$3,000.00; Jacks Uniforms (Name Tags) \$45.94; Jimmy Johns (Get Up & Play Month) \$20.00; Jimmy Johns (Comp Plan Meeting) \$64.02; Kaiser Refrigeration (Pool Equipment) \$344.25; Kaiser. (Furnace Repair) \$528.15; Kaminsky, Sullenberger (FTO Class) \$750.00; Koletzky Implement (Snowblower Repair) \$1,901.84; Kopetskys Ace (Snowblower Repair) \$506.49; Kum & Go (Travel) \$42.05; L&L Enterprises (Automatic Door Openers) \$7,950.00; Labstrong (Water Storage Reservoir) \$1,862.45; Larry's Heating (HVAC Service) \$159.30; Lewis & Clark (Spark Plug) \$960.89; Lifeguard Store (Uniforms) \$170.89; Lumen (Fiber Internet) \$372.44; Madrax/Thomas Steele (Pump Hoses) \$140.44; Magic Art Bus (Deposit) \$100.00; Mead Cultural Center (BBB Contribution) \$30,000.00; Mead Lumber (Golf Shed Repairs) \$258.28; Menards (Golf Shed Repairs) \$6,781.19; Meridian Eye Care (Exam) \$50.00; MetroFax (Fax Service) \$11.95; MidAmerica Books (Books) \$954.91; MidAmerican (Fuel) \$6,367.81; MidAmerican (Heating Fuel) \$12,941.57; Midwest Alarm (Fire Alarm Testing) \$703.70; Midwest Laboratories (Hem Testing Kits) \$2,067.28; Midwest Petroleum (Parts) \$1,262.66; Miracle Rec. Equipment (Playground Parts) \$57.19; Money Movers Inc (SAC Maint. Fee) \$12.75; Morrow/Joseph (Design Work) \$4,440.00; Motor Vehicle Dept, Sd (Title & License) \$5.00; Muddy Mos (Get Up & Play Month) \$20.00; Napa Auto Parts (Shop Supplies) \$398.56; National Assoc. (SRO Conference) \$50.00; National Tactical (Rescue Task Force Class) \$3,172.00; Nebraska DOR (NE Withholding Income Tax) \$1,092.34; Niche Academy (Professional Services) \$1,400.00; Northtown Automotive (Tank, Cap) \$45.59; Northwestern (Electricity) \$83,524.42; O'Connor (Blower) \$447.67; Olson's Pest (Pest Control) \$278.00; Olson's Pest (Pest Control) \$364.00; One Office (Desk Tops) \$70.00; O'Reilly (Ignition Coil) \$1,068.71; Overdrive (E-Books) \$1,731.95; Overhead Door (Shop Door Repairs) \$187.50; Paint Sprayers (Road Paint & Supplies) \$369.84; PayPal (Leadership Training) \$558.00; PayPal (Ups Batteries) \$51.71; PayPal (Toner) \$252.95; PayPal (Chalkliner) \$410.00; PayPal (Program Supplies) \$39.08; Perkins (Program Supplies) \$137.14; Pitney Bowes (Postage) \$207.00; Police Chiefs Assn (Testing Supplies) \$245.00; Power Source Electric (Service Supplies) \$142.95; Precision Locker (Phone Evidence Lockers) \$1,662.40; Premier Biotech (Test Kits) \$239.96; Press & Dakotan (Annual Financial Report) \$1,522.15; Prowinch (Wire Rope Hoist) \$999.31; Racom (Beon Access) \$35.80; Range Systems (Batteries) \$150.51; Riverboat Days (2024 Donation) \$10,000.00; Riverside Hydraulics (Snow Plow Cylinder) \$415.45; Robertsharp (Web Hosting) \$702.00; Royal Sports Shop (Engraving) \$96.40; Scooters (Get Up And Play Month) \$20.00; SD 811 (Message Fees) \$137.55; SD Building (Building Officials ICC) \$170.00; SD Sec. Of State (Foundation Annual Fee) \$10.00; SD State His (Professional Services) \$10.00; SDRS (Contributions) \$98,164.43; SDRSP

(Retirement Contributions) \$19,372.94; Sherwin Williams (Road Paint) \$87.82; Smith/Justine (Refund Tennis Program) \$32.00; Society for HR (Membership Dues) \$488.00; Sprinkler Warehouse (Irrigation Supplies) \$882.00; Standard Insurance (Dental Insurance) \$9,189.00; Sturdevant's (Snowblower Oil) \$32.97; Subway (Get Up & Play Month) \$20.00; The Cup Store (Summer Bridge Cups) \$2,470.87; Thermoasheville (Coliform Incubator Maint) \$328.23; Thrive (Program Supplies) \$100.00; Titan Machinery (Garage Parts) \$256.65; Titan Machinery (Skid Loader Repair) \$1,701.27; TMA (Kubota Repairs) \$222.50; Toms Electric (Sertoma Park) \$354.79; Tractor Supply (K9 Food) \$88.99; TRK (Web Hosting) \$7.95; Truck Trailer (Water Pump, Mud Flaps) \$3,523.55; United Way (Employee Contributions) \$166.00; UPS (Bridge Centennial Mailer) \$6,259.73; US Treasury (Federal Withholding Tax) \$187,549.03; USA Blue Book (Suction Hose And Adapter) \$2,612.61; USPS (Postage) \$89.81; USPS (Postage) \$574.58; USPS (Postage) \$2,581.97; VCN Yankton (Deed Recording) \$32.50; Verizon (Internet Access) \$1,285.26; Viddler (Video Hosting) \$41.49; Vistaprint (Business Cards) \$67.56; Vitality (Sharp Containers) \$1,160.95; Walgreens (Program Supplies) \$77.15; Walmart (Gatorade) \$357.12; Walmart (Office Supplies) \$38.17; Walmart (Office Supplies) \$593.75; Wasp Technology (Evidence Labels) \$110.91; Waveband (SRT Radio Head Set) \$319.98; Williams & Co. (Audit) \$8,215.00; Winnelson (Water Heater Rs Baseball) \$1,067.56; Wristband (Campaign Bracelets) \$465.00; Xerox (Copier Lease & Copies) \$2,179.51; Yankton Fire (Inspect Extinguisher) \$367.50; Yankton Janitorial (Paper Towels, Can Liners) \$605.65; Yankton Media (Online Subscription) \$8.99; Yankton Media (Classified Ad) \$263.50; Yankton Medical (Firefighter Examinations) \$3,009.00; Yankton Radio (Bridge Advertising) \$1,085.11; ZooBean (Professional Services) \$834.75.

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

Salaries by Department: February 2024

Administration \$61,500.57; Finance \$47,101.32; Community Development \$31,756.60; Police/Dispatch \$218,579.67; Fire \$9,118.12; Engineering / Sr. Citizens \$52,127.36; Streets \$69,437.34; Traffic Control \$5,361.49; Library \$39,863.33; Parks / SAC \$90,404.54; Marne Creek \$4,173.54; Water \$49,735.60; Wastewater \$48,801.36; Cemetery \$5,560.76; Solid Waste \$31,414.59; Joint Powers \$25,863.58; Central Garage \$7,192.63.

New Hires: Public Works Department: Zachary Hespe, Fleet Mechanic, \$2,046.58 biweekly.

Wage Changes: Environmental Services Department: Bonnie Voagen, PT Waste Water Operations Specialist, \$17.00 to \$18.00/hr.; Jonathan Hoefs, PT Waste Water Operations Specialist, \$16.00 to \$17.00/hr. Police Department: Cameron Voigt, Officer, \$2,354.54 to \$2,417.15 biweekly. Amy Leon, City Manager, \$5,555.44 to \$5,850.46 biweekly. Lisa Yardley, Finance Officer, \$4,038.46 to \$4,423.08 biweekly. Ross Den Herder, City Attorney, \$2,744.23 to \$2,884.62 biweekly.

Mayor Moser read a proclamation for the National March for Meals #Savelunch month. Kriss Thury, Director of The Center, discussed furthermore on their Meals on Wheels program and Rock-A-Thon.

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

There were no public appearances at that time.

Action 24-68

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

- 1) Setting date of March 25, 2024 at 6:00 PM in Room #114 of the Career Manufacturing Technical Education Academy for the next work session of the Yankton City Commission.
- 2) Consideration of Memorandum #24-54 recommending approval of the applications from Yankton Ribfest which will take place at the following location: The block of 3rd Street between Cedar Street and Walnut Street, plus one half block West on 3rd Street to the alley, plus one half block East of Walnut Street to the alley and one half block North and South on Walnut and 3rd Streets.
 - a. Transient Merchant License for June 8, 2024
 - b. Special Events Dance for June 8, 2024
- 3) Consideration of Memorandum #24-55 recommending approval of the applications from Yankton County 4-H Clubs, d/b/a Yankton County Fair which will take place at 905 Whiting Drive, Yankton, South Dakota.
 - a. Transient Merchant License for Thursday, August 1, 2024, through Saturday, August 3, 2024
 - b. Special Events Dance for Saturday, August 3, 2024
- 4) Establish March 25, 2024 as the date for the public hearing for a Special On-sale Malt Beverage Retailers License for three days, August 16-18, 2024, from Yankton Area Riverboat Days, Inc. at the following location: Riverside Park.

Roll Call: All members voting “Aye:” Commissioners Benson, Brunick, Hunhoff, Johnson, Miner, Schramm, Webber, and Mayor Moser, voting “Nay:” None. “Abstain:” Commissioner Villanueva. Motion adopted.

Action 24-69

Moved by Commissioner Johnson, seconded by Commissioner Webber, that the City Commission retain RDG Planning and Design for the Comprehensive Plan services described in the attached Scope of Services and Contract. (Memorandum 24-63)

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

Action 24-70

This was the time and place for the public hearing on the application for a Special On-sale Liquor License for one day, June 8, 2024, from Rock ‘N’ Rumble, Inc., d/b/a Yankton Ribfest, 3012 Mary Street, Yankton, South Dakota. The event will take place at: The block of 3rd Street between Cedar Street and Walnut Street, plus one half block West on 3rd Street to the alley, plus one half block East of Walnut Street to the alley, and one half block North and South on Walnut and 3rd Streets. (Memorandum 24-53) No one was present to speak for or against the application. Moved by Commissioner Villanueva, seconded by Commissioner Benson, to approve the license.

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

Motion adopted.

Action 24-71

Moved by Commissioner Johnson, seconded by Commissioner Benson, to approve Resolution 24-14 as well as the timeline submitted. (Memorandum 24-57)

RESOLUTION #24-14
PACKAGE OFF-SALE LIQUOR LICENSE BID FEES

WHEREAS, the City of Yankton has one available Package Off-sale Liquor License per Resolution #23-52; and

WHEREAS, the City of Yankton established a sealed bid process to select the new license owner for the 12th Package Off-sale Liquor License; and

WHEREAS, the Yankton Municipal Code of Ordinances Section 3-23(b) allows for a non-refundable application fee in an amount set by resolution; and

WHEREAS, the Yankton Municipal Code of Ordinances Section 3-23(d) permits a minimum bid for an on-sale or off-sale liquor license to be established by resolution; and

WHEREAS, on February 26, 2024, the City Commission discussed initiating this round of sealed bids with a \$50,000 minimum bid, plus a non-refundable application fee of \$100.

NOW, THEREFORE, BE IT RESOLVED that the Board of City Commissioners of Yankton, South Dakota do hereby approve on the 11th day of March 2024 to set the minimum bid at \$50,000, plus a non-refundable application fee of \$100, for the 12th Package Off-Sale Liquor License sealed bid process.

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

Action 24-72

Moved by Commissioner Benson, seconded by Commissioner Hunhoff, to approve Resolution 24-15. (Memorandum 24-60)

RESOLUTION #24-15
The Addition of a Relocated Business to the
Sales Tax Agreement and Development Agreement

WHEREAS, SDCL permits a municipality to enter into agreements pertaining to sales tax reimbursements, and

WHEREAS, the Yankton Board of City Commissioners previously approved an agreement with Investinme, LLC, dba Event Central and

WHEREAS, the inclusion of a business that has relocated from within the corporate limits requires City Commission approval, and

WHEREAS, Bro Brgr Bar’s new location at Event Central has the capacity to substantially improve the business’s volume of sales and thus, meets the criteria for inclusion / eligibility in the agreement.

NOW, THEREFORE, BE IT RESOLVED that the City will reimburse the owners of the property, Investinme, LLC dba Event Central via Yankton Thrive for sales tax collected at Bro Brgr Bar per the parameters set forth in the original agreement.

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

Action 24-73

Mayor Moser called for a brief recess at 8:17 p.m. The Board of City Commissioners of the City of Yankton was called to order at 8:21 p.m. by Mayor Moser.

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

Action 24-74

Moved by Commissioner Brunick, seconded by Commissioner Webber, to approve Resolution 24-16 amending the Sales Tax Agreement to reimburse one percent of the sales tax generated up to a maximum of \$1.7 million or for as long as 10 years. (Memorandum 24-61) Property owner Matt Evans and broker Ryan Tysdal spoke on project plans, funding constraints, and economic development opportunities.

Roll Call: All members voting “Aye:” Commissioners Brunick and Webber, voting “Nay:” Commissioners Benson, Hunhoff, Johnson, Miner, Villanueva, and Mayor Moser. “Abstain:” Commissioner Schramm.
Motion failed.

Action 24-75

Moved by Commissioner Hunhoff, seconded by Commissioner Benson, to approve Resolution 24-16 amending the Sales Tax Agreement to reimburse two percent of the sales tax generated up to a maximum of \$1.7 million or for as long as 10 years with the start date to be when the first of the three retail stores opens for business. (Memorandum 24-61) Alongside City commission and City staff discussion, others who spoke on the matter included the following: Event Central owner Matt Evans, broker Ryan Tysdal, local Nebraska resident Russell Schmidt, and Yankton resident Brian Bertsch.

RESOLUTION #24-16

Sales Tax Agreement and Development Agreement Amendment

WHEREAS, SDCL permits a municipality to enter into agreements pertaining to sales tax reimbursements, and

WHEREAS, on August 28, 2023, through the approval of Resolution #23-47 the Yankton Board of City Commissioners determined a need help facilitate the redevelopment of the former Yankton Mall now known as Event Central, located at 2101 Broadway Avenue on property legally described as:

Lot One A (1A), as per plat recorded in Book S8, page 32, except Parcel 5 thereof; and Lot Three A (3A), as per plat recorded in Book S8, page 32, except Parcels 4 and 5 thereof; and Lot Five A (5A), as per plat recorded in Book S8, page 32; and Lot Six (6), as per plat recorded in Book S6, page 25A, except Parcels 1, 2, 3 and 6 thereof; and Parcel Seven (7) in Lot Six (6), as per plat recorded in Book S20, page 255; all located in Block One (1), Slaughter's Subdivision, City and County of Yankton, South Dakota.

WHEREAS, said agreement approved the reimbursement of one percent of the eligible sales tax paid for up to \$500,000 or for as long as 10-years, and

WHEREAS, the owner of Event Central is now planning further improvements to the facility and site and is requesting an amendment to go from 1% to 2% of the eligible tax paid plus raise the maximum reimbursement to a maximum total of \$1.7 million or for as long as 20-years, and

WHEREAS, said agreement includes Yankton Thrive acting as the pass-through agent between the City of Yankton and Event Central whereby Yankton Thrive would not receive proceeds from serving said function.

NOW, THEREFORE, BE IT RESOLVED that the City will reimburse the owners of the property, Investinme, LLC dba Event Central via Yankton Thrive two percent of the sales tax generated from eligible businesses on the described site up to a maximum of \$1.7 million or for as long as 10-years effective when the first of the three retail stores open for business.

Roll Call: All members voting "Aye:" Commissioners Benson, Hunhoff, Johnson, Miner, Webber, and Mayor Moser, voting "Nay:" Commissioners Brunick and Villanueva, voting "Abstain:" Commissioner Schramm.
Motion adopted.

Action 24-76

Moved by Commissioner Schramm, seconded by Commissioner Johnson, to approve Resolution 24-17. (Memorandum 24-62)

RESOLUTION #24-17

Plat

WHEREAS, it appears from an examination of the plat of Paige Addition, in the E1/2 of the SW1/2 of Section 10, T93N, R56W of the 5th P.M., Yankton County, South Dakota prepared by Thomas Lynn Week, 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

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

Motion adopted.

Action 24-77

Moved by Commissioner Johnson, seconded by Commissioner Miner, to approve Resolution 24-18. (Memorandum 24-64)

RESOLUTION #24-18

WHEREAS, the City of Yankton desires to acquire Lots 1 and 2 of Block 50, Todd's Addition to the City of Yankton, South Dakota containing 13,200 square feet more or less, and

WHEREAS, Yankton Thrive will offer to purchase the described property from the current owner for \$35,000 as described in the associated Memorandum #24-64, and

WHEREAS, Yankton Thrive will transfer the described property to the City of Yankton for \$35,000 as described in the associated Memorandum #24-64.

NOW, THEREFORE BE IT RESOLVED by the Board of City Commissioners of the City of Yankton, South Dakota, hereby agrees to acquire the described property as herein identified, and

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

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

Motion adopted.

Mayor Moser appointed three commissioners (Benson, Hunhoff, and Villanueva) to serve on the Consolidated Board of Equalization and one Commissioner (Johnson) to serve as an alternate. Commissioner Hunhoff mentioned if he was not able to serve and someone else wanted to, he would step down. (Memorandum 24-45)

Action 24-78

Moved by Commissioner Villanueva, seconded by Commissioner Webber, to approve the attached agreement and authorize the City Manager or her designee to enter into the Agreement with BNSF. (Memorandum 24-50)

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

Motion adopted.

Action 24-79

Moved by Commissioner Brunick, seconded by Commissioner Miner, to approve authorizing the City Manager to execute the Agreement for Preliminary Engineering Services for Structure Number 68-119-190 on 23rd Street with Banner Associates, Inc. (Memorandum 24-51)

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

Motion adopted.

Action 24-80

Moved by Commissioner Johnson, seconded by Commissioner Webber, to approve Change Order No. 1, accept the completed work on the Meridian Bridge Column Repair project, and authorize the

Finance Officer to issue a manual check to JMN Construction LLC in the amount of \$78,496.05. (Memorandum 24-52)

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

Action 24-81

Moved by Commissioner Brunick, seconded by Commissioner Webber, to approve the negotiated price be awarded to Jebro, Inc. of Sioux City, Iowa for the AC Grade Asphalt at \$671.87 per ton, MC 70 Grade Asphalt at \$4.65505 per gallon, RC800 Grade Asphalt at \$3.8923 per gallon. (Memorandum 24-58)

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

Action 24-82

Moved by Commissioner Webber, seconded by Commissioner Miner, to approve authorizing the annual supply of bituminous mix to be awarded to Knife River – South Dakota of Sioux Falls, South Dakota at the price of \$88.00 per ton. (Memorandum 24-59)

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

Action 24-83

Moved by Commissioner Johnson, seconded by Commissioner Miner, to authorize the City of Yankton Mayor to execute the attached Water Delivery Agreement contract. (Memorandum 24-56) Scott Fiddler, project manager with Cedar-Knox Rural Water, spoke on their estimated timeline and Nebraska state funding.

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

Action 24-84

Moved by Commissioner Webber, seconded by Commissioner Benson, to adjourn at 9:56 p.m.

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

Stephanie Moser
Mayor

ATTEST:

Lisa Yardley
Finance Officer

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
A-OX WELDING SUPPLY CO I	PROPANE	155.82	CHEMICALS & GASES	801.801.240		1357220	024472	P	733	00116
	PROPANE	86.07	CHEMICALS & GASES	801.801.240		299120	024473	P	733	00117
		241.89	*VENDOR TOTAL							
AUTOMATIC BUILDING CONTR	ALARM INSPECTION	3,458.00	PROFESSIONAL SERVICES	601.601.202		238242	240121	P	733	00051
BLACKSTRAP INC	ROAD SALT	1,590.01	SNOW & ICE CHEMICALS	101.123.241		146898	024232	P	733	00079
CEDAR KNOX PUBLIC POWER	ELECTRICITY	448.96	ELECTRICITY	201.201.272		3/01/2024	005243	P	733	00001
	ELECTRICITY	808.50	ELECTRICITY	601.601.272		3/01/2024	005176	P	733	00002
		1,257.46	*VENDOR TOTAL							
CENTURYLINK	PHONE	581.26	TELEPHONE	101.111.271		3/01/2024	002829	P	733	00003
	PHONE	168.48	TELEPHONE	101.123.271		3/01/2024	002829	P	733	00004
	PHONE	83.20	TELEPHONE	601.601.271		3/01/2024	003059	P	733	00005
	PHONE	83.20	TELEPHONE	611.611.271		3/01/2024	003059	P	733	00006
	PHONE	83.20	TELEPHONE	601.601.271		3/01/2024	002828	P	733	00007
	PHONE	166.40	TELEPHONE	611.611.271		3/01/2024	002828	P	733	00008
		1,165.74	*VENDOR TOTAL							
CITY OF YANKTON-PARKS	GARBAGE	186.13	LANDFILL	201.201.276		3/4/2024	003889	P	733	00010
CLOUD NAVIGATOR, INC.	MICROSOFT LICENSING	12,198.00	SUBSCRIPTIONS & PUBLICAT	101.105.235		05021-DIP7X2	240003	P	733	00011
COLLISION CENTER	TRUCK REPAIR	9,080.71	GARAGE PARTS	801.801.249		9362	080064	P	733	00089
	CAR REPAIR	2,951.37	REP. & MAINT. -VEHICLES	101.111.222		9449	241518	P	733	00009
		12,032.08	*VENDOR TOTAL							
CREDIT COLLECTION SERVIC	UTILTY COLLECTION	7.86	PROFESSIONAL SERVICES	601.601.202		226	001858	P	733	00055
	UTILTY COLLECTION	0.14	PROFESSIONAL SERVICES	611.611.202		226	001858	P	733	00056
		8.00	*VENDOR TOTAL							
DANKO EMERGENCY EQUIPMEN	FOG FLUID	112.00	CHEMICALS & GASES	101.114.240		131767	245517	P	733	00049
DEPT OF HEALTH	LAB TESTING	485.00	PROFESSIONAL SERVICES	601.601.202		10614112	240120	P	733	00012
DESERT SNOW	CLASS	990.00	LEARNING	101.111.264		14641	241514	P	733	00026

Schedule of Bills

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
EHRESMANN ENGINEERING STEEL PARTS	849.49	GARAGE PARTS	801.801.249		4329	024461	P 733 00071
ELECTION SYSTEM & SOFTWA ELECTION SUPPLIES	2,243.72	ELECTION	101.104.204		3/18/2024	081526	P 733 00066
FAIR MFG INC AIR FILTER	541.00	REP. & MAINT. - EQUIPMEN	101.127.221		9584	024344	P 733 00014
FERGUSON ENTERPRISES LLC METER PROJECT	24,200.00	METER TECHNOLOGY UPGRADE	602.602.351		456554-1	240119	P 733 00013
METER PROJECT	8,200.00	METER TECHNOLOGY UPGRADE	602.602.351		466266& 484423	240123	P 733 00057
	32,400.00	*VENDOR TOTAL					
FRIENDS OF SERTOMA ADVERTISEMENT	400.00	ADVERTISING	202.202.211		3/4/2024	081157	P 733 00016
FRONTIER PRECISION INC SURVEY UPDATE	2,300.67	PROFESSIONAL SERVICES	101.122.202		3/7/2024	243005	P 733 00015
GERSTNER OIL CO JET FUEL	28,508.87	GARAGE GASOLINE & LUBRIC	101.127.238		192714	024343	P 733 00017
FUEL	46,390.32	GARAGE GASOLINE & LUBRIC	801.801.238		196289	024450	P 733 00076
	74,899.19	*VENDOR TOTAL					
GURNEY REDEVELOPMENT GRO FACADE GRANT REIMBURSE	4,510.61	HISTORIC DOWNTOWN YANKTO	211.231.549		03.04.2024	024247	P 733 00043
HANSON BRIGGS ADVERTISIN UPDATE DECAL	25.00	REP. & MAINT. - BUILDING	202.202.223		32941	081090	P 733 00018
ENVELOPES	495.81	OFFICE SUPPLIES	101.104.232		33443	081516	P 733 00020
	520.81	*VENDOR TOTAL					
HARN RO SYSTEMS INC PARTS	999.51	REP. & MAINT. - PLANT	601.601.221		IN-3258	240119	P 733 00019
HEIMAN FIRE EQUIPMENT IN FIREFIGHTING GEAR	11,639.31	EQUIPMENT	101.114.350		03/1/2024	245520	P 733 00054
LIGHT MOUNT	69.00	SMALL TOOLS & HARDWARE	101.114.247		929342-IN	004814	P 733 00046
	11,708.31	*VENDOR TOTAL					
JACK'S UNIFORMS VESTS	9,508.57	EQUIPMENT	101.111.350		111845A	241515	P 733 00021
JEO CONSULTING GROUP INC BRIDGE REPAIRS	4,073.75	PROFESSIONAL SERVICES	207.221.202		148716	233010	P 733 00045
JJ BENJI'S SHIRTS	1,080.00	SPECIAL EVENTS - ACTIVIT	211.231.575		22434	081163	P 733 00106

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
KIESLER'S POLICE SUPPLY	AMMUNITION	404.00	AMMUNITION	101.111.267		IN234070	040400	P	733	00022
KLJ ENGINEERING LLC	SURVEY	5,001.48	DESIGN/CONST	NORTH TAXIW 502.511.390		10202968	024159	P	733	00090
	REPORTS	2,500.00	DESIGN/CONST	NORTH TAXIW 502.511.390		10202969	024468	P	733	00093
	SURVEY	5,097.35	DESIGN/CONST	NORTH TAXIW 502.511.390		10204303	024469	P	733	00094
		12,598.83	*VENDOR TOTAL							
KNIFE RIVER - SOUTH DAKO	ASPHALT GRAVEL	4,225.52	OPEN ASPHALT	506.572.376		444443	024230	P	733	00084
	ASPHALT GRAVEL	4,664.29	OPEN ASPHALT	506.572.376		444444	024400	P	733	00085
		8,889.81	*VENDOR TOTAL							
KNOWINK, LLC	ELECTION POLLBOOKS	3,600.00	ELECTION	101.104.204		15336	081515	P	733	00023
KOLETZKY IMPLEMENT INC	PARKS MOWER	16,500.00	EQUIPMENT	201.201.350		2/27/2024	022592	P	733	00105
LEWIS & CLARK FORD	PARTS	140.40	GARAGE PARTS	801.801.249		111124	024474	P	733	00118
MCLEODS PRINTING	ELECTION SUPPLIES	172.50	ELECTION	101.104.204		74211	021569	P	733	00024
MEYER INC	WOOD FIBER	5,884.00	RECREATION SUPPLIES -	O 201.201.242		45263	081159	P	733	00025
MID-AMERICAN RESEARCH CH	ROAD MAINTENANCE	1,633.43	ROAD MATERIALS	101.123.239		813388	024454	P	733	00077
MIDWEST ALARM COMPANY IN	ALARM TESTING	93.20	PROFESSIONAL SERVICES	801.801.202		369743	024231	P	733	00080
	ALARM TESTING	93.20	PROFESSIONAL SERVICES &	637.637.202		369744	024455	P	733	00075
		186.40	*VENDOR TOTAL							
MILLENIUUM RECYCLING	RECYCLING	2,549.40	CONTRACTED SERVICE-MILLE	631.631.204		481972	024399	P	733	00086
MW AUTO & TOWING	TOWING VEHICLE	191.75	PROFESSIONAL SERVICES	101.111.202		7102	241519	P	733	00053
NAPA AUTO PARTS	PARTS	19.89	GARAGE PARTS	801.801.249		842786	024471	P	733	00115
NORTHERN TRUCK EQUIPMENT	PARTS	309.90	GARAGE PARTS	801.801.249		SF1038882	024467	P	733	00074
	PARTS	674.00	GARAGE PARTS	801.801.249		SF1038889	024466	P	733	00092
		983.90	*VENDOR TOTAL							

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
OFFICE OF FIRE MARSHAL-	BOILER INSPECTION	160.00	REP. & MAINT. - BUILDING	101.125.223		12494,12493	024251	P	733	00028
ONWARD YANKTON	PROGRAM SUPPLIES	25.00	RECREATION SUPPLIES	701.701.242		3/18/2024	024291	P	733	00058
POWERPHONE	TRAINING	1,045.00	PROFESSIONAL SERVICES	208.208.202		82348	240004	P	733	00042
PRESS & DAKOTAN/YANKTON	ADVERTISEMENT	155.12	PRINTING & BINDING	101.123.233		151026	024465	P	733	00091
	LEGAL PUBLICATION	14.40	PUBLISHING	101.101.211		152297	081128	P	733	00063
	LEGAL PUBLICATION	14.40	PUBLISHING	101.101.211		152608	081103	P	733	00064
	BID NOTICE	37.43	PROFESSIONAL SERVICES	101.123.202		152690	024374	P	733	00062
	BID NOTICE	38.01	PROFESSIONAL SERVICES	101.123.202		152691	024375	P	733	00061
	LEGAL PUBLICATION	108.86	PUBLISHING	101.101.211		152902	081104	P	733	00059
	ADVERTISEMENT	62.79	REP. & MAINT. - EQUIPMEN	101.122.221		152915	024382	P	733	00067
	ADVERTISEMENT	62.79	REP. & MAINT. - EQUIPMEN	101.122.221		152922	024381	P	733	00095
	LEGAL PUBLICATION	15.04	PUBLISHING	101.101.211		152984	081105	P	733	00065
	MINUTES	281.12	PUBLISHING	101.101.211		153026	081106	P	733	00060
	ADVERTISEMENT	2,335.00	ADVERTISING	202.202.211		264786	081161	P	733	00107
	BRIDGE CENTENNIAL	2,335.00	SPECIAL EVENTS - ACTIVIT	211.231.575		264787	081161	P	733	00108
		5,459.96	*VENDOR TOTAL							
RIVERFRONT BROADCASTING	WEBSITE DESIGN	2,775.00	SUBSCRIPTIONS & PUBLICAT	101.114.235		03/1/2024	245516	P	733	00050
ROCKNE/VANESSA	TENNIS CLASS	1,893.20	PROFESSIONAL SERVICES	203.203.202		03/04/2024	023843	P	733	00027
SABER SHRED SOLUTIONS IN	TIRES	12,607.20	PROFESSIONAL SERVICES &	637.637.202		37045	024482	P	733	00114
SANITATION PRODUCTS INC	PARTS	182.18	GARAGE PARTS	801.801.249		88198	024459	P	733	00070
	PARTS	2,549.14	GARAGE PARTS	801.801.249		88335	024462	P	733	00069
	PARTS	196.16	GARAGE PARTS	801.801.249		88376	024452	P	733	00078
		2,927.48	*VENDOR TOTAL							
SD PUBLIC ASSURANCE ALLI	PROPERTY/LIABILITY INS	15,127.94	INSURANCE	101.101.201		3.1.24	022638	P	733	00127
	PROPERTY/LIABILITY INS	535.43	INSURANCE	101.102.201		3.1.24	022638	P	733	00128
	PROPERTY/LIABILITY INS	967.17	INSURANCE	101.104.201		3.1.24	022638	P	733	00129
	PROPERTY/LIABILITY INS	873.68	INSURANCE	101.105.201		3.1.24	022638	P	733	00130
	PROPERTY/LIABILITY INS	594.92	INSURANCE	101.106.201		3.1.24	022638	P	733	00131
	PROPERTY/LIABILITY INS	42,512.36	INSURANCE	101.111.201		3.1.24	022638	P	733	00132
	PROPERTY/LIABILITY INS	756.40	INSURANCE	101.111.201		3.1.24	022638	P	733	00133
	PROPERTY/LIABILITY INS	1,057.26	INSURANCE	101.122.201		3.1.24	022638	P	733	00134
	PROPERTY/LIABILITY INS	29,921.03	INSURANCE	101.123.201		3.1.24	022638	P	733	00135
	PROPERTY/LIABILITY INS	21,942.32	INSURANCE	101.125.201		3.1.24	022638	P	733	00136
	PROPERTY/LIABILITY INS	3,674.90	INSURANCE	101.126.201		3.1.24	022638	P	733	00137

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
SD PUBLIC ASSURANCE ALLI										
	PROPERTY/LIABILITY INS	14,031.59	INSURANCE	101.127.201		3.1.24	022638	P	733	00138
	PROPERTY/LIABILITY INS	4,839.24	INSURANCE	101.141.201		3.1.24	022638	P	733	00139
	PROPERTY/LIABILITY INS	11,648.52	INSURANCE	101.142.201		3.1.24	022638	P	733	00140
	PROPERTY/LIABILITY INS	19,375.67	INSURANCE	201.201.201		3.1.24	022638	P	733	00141
	PROPERTY/LIABILITY INS	19,812.51	INSURANCE	202.202.201		3.1.24	022638	P	733	00142
	PROPERTY/LIABILITY INS	1,064.06	INSURANCE	203.203.201		3.1.24	022638	P	733	00143
	PROPERTY/LIABILITY INS	566.02	INSURANCE	204.204.201		3.1.24	022638	P	733	00144
	PROPERTY/LIABILITY INS	11,474.95	INSURANCE	208.208.201		3.1.24	022638	P	733	00145
	PROPERTY/LIABILITY INS	110,966.02	INSURANCE	601.601.201		3.1.24	022638	P	733	00146
	PROPERTY/LIABILITY INS	120,008.79	INSURANCE	611.611.201		3.1.24	022638	P	733	00147
	PROPERTY/LIABILITY INS	707.10	INSURANCE	621.621.201		3.1.24	022638	P	733	00148
	PROPERTY/LIABILITY INS	8,757.21	INSURANCE	631.631.201		3.1.24	022638	P	733	00149
	PROPERTY/LIABILITY INS	19,243.08	INSURANCE POLICIES	637.637.201		3.1.24	022638	P	733	00150
	PROPERTY/LIABILITY INS	8,449.55	INSURANCE	641.641.201		3.1.24	022638	P	733	00151
		468,907.72	*VENDOR TOTAL							
SIGN SOLUTIONS										
	SIGNS	73.67	ROAD MATERIALS	101.123.239		410591	024458	P	733	00072
	SIGNS	13,752.47	ROAD MATERIALS	101.123.239		410729	024457	P	733	00073
		13,826.14	*VENDOR TOTAL							
SLOWEY CONSTRUCTION INC										
	MEAD PROPERTY	47,894.83	PROFESSIONAL SERVICES	516.588.202		22046	233002	P	733	00044
SMITH INSURANCE INC/MT & INSURANCE		42,469.25	INSURANCE	101.114.201		1003	245518	P	733	00047
STAN HOUSTON EQUIP COMPA PARTS		15.94	REP. & MAINT. - BUILDING	101.123.223		2419336	024470	P	733	00126
STATE HYGIENIC LABORATOR LAB TESTING		770.50	PROFESSIONAL SERVICES	601.601.202		274833	240122	P	733	00052
THIRD MILLENNIUM ASSOCIA										
	UTILITY	318.75	PROFESSIONAL SERVICES	601.601.202		30944	003880	P	733	00029
	UTILITY	304.56	PROFESSIONAL SERVICES	611.611.202		30944	003880	P	733	00030
	UTILITY	84.98	PROFESSIONAL SERVICES	631.631.202		30944	003880	P	733	00031
		708.29	*VENDOR TOTAL							
TOP NOTCH WINDOW CLEANIN WINDOW CLEANING		780.57	REP. & MAINT. - BUILDING	203.203.223		3/7/2024	081162	P	733	00104
TRAFFIC CONTROL CORP										
	DETECTOR	760.00	REP. & MAINT. - EQUIPMEN	101.126.221		149546	024396	P	733	00082
	STOPLIGHTS	456.00	REP. & MAINT. - EQUIPMEN	101.126.221		149602	024446	P	733	00088
	REPAIRS	1,020.00	REP. & MAINT. - EQUIPMEN	101.126.221		149666	024398	P	733	00087
		2,236.00	*VENDOR TOTAL							

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
TRANSOURCE										
	PARTS	5,280.80	GARAGE PARTS	801.801.249		41W12090	024445	P	733	00083
	PARTS	1,519.39	GARAGE PARTS	801.801.249		41W12327	024447	P	733	00081
		6,800.19	*VENDOR TOTAL							
TRUCK TRAILER SALES INC										
	PARTS	163.50	GARAGE PARTS	801.801.249		3975	024479	P	733	00123
	PARTS	399.50	GARAGE PARTS	801.801.249		4016	024480	P	733	00124
	PARTS	54.00	GARAGE PARTS	801.801.249		4044	024478	P	733	00122
	PARTS	2,497.50	GARAGE PARTS	801.801.249		4073-221	024475	P	733	00119
	PARTS	162.50	GARAGE PARTS	801.801.249		4100-211	024481	P	733	00125
	PARTS	4,404.14	GARAGE PARTS	801.801.249		4157-224	024476	P	733	00120
	PARTS	381.00	GARAGE PARTS	801.801.249		4158-247	024477	P	733	00121
	GREASE	65.00	REP. & MAINT. - VEHICLES	101.114.222		44301	245515	P	733	00048
		8,127.14	*VENDOR TOTAL							
US BANK SPA LOCKBOX CM96										
	DRINKING WATER #5	74,319.79	SRF LOAN BOND INTEREST	607.607.411		2/8/2024	022044	P	733	00100
	DRINKING WATER #5	76,320.47	SRF LOAN PRINCIPAL	607.607.441		2/8/2024	022044	P	733	00101
	CLEAN WATER #4	19,734.27	SRF LOAN BOND INTEREST	614.614.411		2/8/2024	022044	P	733	00102
	CLEAN WATER #4	41,560.43	PRINCIPAL	614.614.441		2/8/2024	022044	P	733	00103
	CLEAN WATER #5	5,279.49	INTEREST	615.615.411		21720	021720	P	733	00096
	CLEAN WATER #5	10,932.33	PRINCIPAL	615.615.441		3/18/2024	021720	P	733	00097
	DRINKING WATER #6	181,918.36	SRF LOAN BOND INTEREST	607.607.411		3/18/2024	022045	P	733	00098
	DRINKING WATER #6	251,598.48	SRF LOAN PRINCIPAL	607.607.441		3/18/2024	022045	P	733	00099
		661,663.62	*VENDOR TOTAL							
WILLIAMS & COMPANY PC										
	AUDIT - 2022 FINAL	1,081.80	AUDIT	101.101.203		188775	005659	P	733	00109
	AUDIT - 2022 FINAL	781.30	AUDIT	601.601.203		188775	005659	P	733	00110
	AUDIT - 2022 FINAL	781.30	AUDIT	611.611.203		188775	005659	P	733	00111
	AUDIT - 2022 FINAL	180.30	AUDIT	631.631.203		188775	005659	P	733	00112
	AUDIT - 2022 FINAL	180.30	AUDIT	637.637.203		188775	005659	P	733	00113
		3,005.00	*VENDOR TOTAL							
YANKTON COUNTY AUDITOR										
	COST COMPONENT	15,740.81	RENT FOR SAFETY CENTER	101.111.212		3/5/2024	022039	P	733	00041
YANKTON FIRE & SAFETY CO										
	SIGNS	30.00	MEDICAL & SAFETY SUPPLIE	201.201.243		29121	081160	P	733	00038
	TESTING	402.50	PROFESSIONAL SERVICES &	637.637.202		29137	024463	P	733	00068
	FIRE EXT MAINTENANCE	152.25	PROFESSIONAL SERVICES	611.611.202		29150	241004	P	733	00039
	FIRE EXT MAINTENANCE	180.00	REP. & MAINT. - PLANT	611.611.221		29150	241004	P	733	00040
	INSPECTION	57.75	REP. & MAINT. - BUILDING	101.141.223		29158	024252	P	733	00036
	FIRE EXTINGUSIHER	90.00	PROFESSIONAL SERVICES	101.111.202		29174	241517	P	733	00037
		912.50	*VENDOR TOTAL							

Schedule of Bills

VENDOR NAME	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
DESCRIPTION							
REPORT TOTALS:	1,534,265.59						

RECORDS PRINTED - 000147

Schedule of Bills

FUND RECAP :

FUND	DESCRIPTION	DISBURSEMENTS
101	GENERAL FUND	307,690.16
201	PARKS AND RECREATION	42,424.76
202	HUETHER FAMILY AQUATICS CTR	22,572.51
203	SUMMIT ACTIVITY CENTER	3,737.83
204	MARNE CREEK	566.02
207	BRIDGE AND STREET	4,073.75
208	911/DISPATCH	12,519.95
211	LODGING SALES TAX	7,925.61
502	AIRPORT CAPITAL	12,598.83
506	SPECIAL CAPITAL IMPROV	8,889.81
516	MEAD PROPERTY DEVELOPMENT	47,894.83
601	WATER OPERATION	118,761.84
602	WATER RENEWAL/REPLACEMENT	32,400.00
607	WATER PLANT RENOVATION	584,157.10
611	WASTE WATER OPERATION	121,676.64
614	STATE REVOLVING LOAN FUND	61,294.70
615	STATE REVOLVING LOAN 5-6	16,211.82
621	CEMETERY OPERATION	707.10
631	SOLID WASTE	11,571.89
637	JOINT POWER	32,526.28
641	GOLF COURSE	8,449.55
701	LIBRARY TRUST	25.00
801	CENTRAL GARAGE	75,589.61
TOTAL ALL FUNDS		1,534,265.59

BANK RECAP :

BANK	NAME	DISBURSEMENTS
1DAK	FIRST DAKOTA NAT'L BANK CORP	1,534,265.59
TOTAL ALL BANKS		1,534,265.59

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

DATE APPROVED BY

Schedule of Bills

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OFFICE OF THE CITY MANAGER

www.cityofyankton.org

VOL. 59 NUMBER 6

Commission Information Memorandum

The Yankton City Commission meeting on Monday, March 25, 2024 will begin at 7:00 pm.

Non-Agenda Items of Interest

1) Finance Department Update

March 25 is the deadline for voter registration in order to participate in this year's municipal election. Absentee voting will be available March 25 through April 8, Monday – Friday, from 8:00 AM to 5:00 PM at the City Hall Gym. A mail-in absentee ballot may be requested by submitting a South Dakota Absentee Ballot Application Form with a copy of an acceptable ID such as a driver's license. Please download this application at sdsos.gov/elections-voting/voting/absentee-voting.aspx or stop outside the Finance Office to pick up the application.

There are two municipal vote centers for the April 9, 2024 election. They will be located at the City Hall Gym and the North Fire Station #2. Voters will be able to cast their ballot at either location. Polls will be open from 7:00 AM to 7:00 PM.

Please see the enclosed Finance Monthly Report for February 2024.

2) Parks & Recreation Department Update

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

3) Human Resources & Employee Engagement Department Update

Two interviews have been scheduled for the Deputy Fire Chief in the Yankton Fire Department for Thursday, March 28. A recommendation for hire will be forthcoming.

We continue to accept applications for full time Police Officers. Interviews are ongoing and applications are still being accepted.

Interviews are scheduled for the first week in April for the open position of Grounds Maintenance Worker in the Parks and Recreation Department. This position is open due to the resignation of Elizabeth Knutson.

The Police Intern interviews are complete and a recommendation for hire will be forthcoming.

The City of Yankton's presentation for the month of March by Well 365 out of Sioux Falls focused on "Thriving in the Workplace". The goal of this presentation was to reflect and be grateful for individuals' career, as well as to help employees grow and thrive in their current role. The presentation was distributed to staff in the third week of March.

Select summer seasonal positions are still open. With returning employees and applicants already accepted, some positions are full. Interested applicants can visit cityofyankton.org and click the link to our employment application under Employment. If this option is not available to the applicant, they can contact the HR office at 605-668-5222 and an application can be mailed out.

March's wellness challenge is wrapping up. The reading challenge for March asked for individuals to get 30 minutes of reading per day for a minimum of 20 out of the 31 days in March. Employees are simply asked to track their activities and submit their log at the end of the month to be entered into a drawing for a prize.

The City of Yankton Health Fair has been scheduled for Wednesday, April 3, at City Hall.

4) Community & Economic Development Department Update

The International Code Council (ICC) publishes new code editions every three years. City staff monitors those updates and periodically recommends the adoption of an updated code. The current Building Codes adopted by the City of Yankton are the 2015 International Building Code, 2015 International Residential Code, 2015 International Mechanical Code and the 2015 International Fuel Gas Code. The 2015 Fire Code is administered by the Fire Department.

The State of South Dakota has enacted legislation to allow municipalities to adopt the 2021 International Codes. While some municipalities are still using the 2015 or 2018 codes, Sioux Falls, Harrisburg, Brookings and Spearfish have updated to the 2021 editions.

Staying current with the latest edition of the codes is a testament to the City's commitment to building safety and keeping up with evolving building materials and technology. It is also a factor for our periodic Insurance Services Office (ISO) assessment. A proposed new addition to the City's code will be the 2021 International Existing Building Code (IEBC) which is designed to facilitate conversion of existing buildings to new uses in a safe and economical manner.

The Uniform Plumbing Code and the National Electrical Code are not issued by the ICC but will be updated per the State of South Dakota's adoption of these codes. The American National Standard for Accessible and Usable Buildings and Facilities, commonly called the ADA code, operates on a different schedule. The most recent edition was issued in 2010.

Building Official Gregg Homstad is currently reviewing the code language and applicable local amendments in preparation for City Commission consideration adopting new codes this spring.

5) Fire Department Update

The Volunteers have enthusiastically embraced additional training on the ladder truck. Last week they trained on combined operations at numerous residential structures. New operators learned where to position the ladder truck in order to access the roofs of residential structures along with learning skills in placing the pumper apparatus to optimize use of the

aerial apparatus while stretching hose lines. Volunteers are also taking more time to learn how to contribute to performance of preventive maintenance on our apparatus.

Three Volunteers attended the Northwest Iowa Regional Fire School in Sioux City last weekend. They attended classroom and hands-on training in topics such as leadership, "Stop the Bleed," fireground search of residential structures, and laddering skills.

The first quarter of using command teams with two Assistant Chiefs and/or Captains to serve in the on-call capacity is coming to a close. Most Captains have participated in some capacity, mostly from 5:00 PM Friday night until 5:00 PM Sunday night. All weekends this past quarter have been staffed by at least two Command Officers, and many of them have gained some valuable experience serving as an incident commander.

6) Information & Technology Services Department Update

The South Dakota Legislature passed HB1092 that increases the 911 surcharge to \$2 per service line. This additional funding includes some new provisions for reporting and tracking by both local jurisdictions receiving 911 surcharge funds and at the state level. The increase will be helpful to many public safety answering points to meet increasing labor costs to hire and retain staff. The entirety of the bill is: <https://sdlegislature.gov/Session/Bill/24647/267292>. The City would hope to work with the county to access the additional revenue to help meet costs associated with staffing on an ongoing basis.

7) Environmental Services Department Update

The water meter replacement project continues to move forward. Letters were sent to some of the customers requiring meter replacements. As of March 19, 1,306 meters have been replaced. Currently only 323 meters are scheduled and approximately 1,371 are yet to be scheduled. RMR Services will continue to send out letters as needed to notify owners if their meter needs replacement. Staff will be working with the Ferguson team to begin some public education to increase the number of scheduled meter change outs.

The CMAR team continues to move forward with the wastewater treatment plant project. The project is roughly 50% designed. The construction manager is continuing to track cost and lead time on equipment. Inflation continues to be an issue as we work through design and the final scope. Some parts of the project will have to be completed at a later date to stay on budget. Once the scope of the project has become finalized, we expect to send out first bid packages and a guaranteed maximum price.

8) Public Works Department Update

Street department staff continue to perform winter maintenance projects on equipment and the streets. Crews are also at the Transfer Station screening compost that is finished in its composting cycle. Both street sweepers are out in full force. The Transfer Station continues to accept materials from the Citywide Cleanup event.

2024 Street Reconstruction Projects

21st Street from West City Limits Road to Summit Street/8th Street from Burleigh Street to Ferdig Avenue:

The bid acceptance recommendations for these projects are included in this Commission agenda.

Cedar Street from 2nd Street to 5th Street & Cedar Street Parking Lot:

The design for this project is close to being finished and ready for review.

Karen Drive/Bradley Street/Valley Road Water Main Replacement:

The preliminary design for this project is complete and it will now go through an internal review. Once the review is complete, the final design will be sent to the State DNR for review of the water and sewer components of the project.

Citywide Cleanup

Yankton Citywide Cleanup is scheduled to begin curbside pickup April 1st. Placing items curbside before March 23rd is not permitted. Items placed curbside before March 23rd may be removed at the property owner's expense. Residents on City solid waste collection routes may participate, at no additional cost, by placing items into sorted piles, by type, at their homes. Please have items placed curbside by your regular collection day. Piles should be located directly in front of your property, not in the street, alley, or neighboring property. The Transfer Station will be accepting no charge drop-off from regular City of Yankton collection route customers March 16 through April 13 during normal operating hours, Monday-Friday 8:00 am – 3:45 pm and Saturday 8:00 am – 11:45 am. Items not eligible for disposal include tires, grass clippings, leaves, recyclables, refrigerator, air conditioners, dehumidifiers, paint, chemicals or household hazardous waste, oils, and batteries. Motor oil may be taken to the transfer station and disposed of free of charge year around. Please place solid waste and recycle roll carts for regular collection at your normal collection point and away from piles. For more information on citywide cleanup and Transfer Station hours, visit <http://www.cityofyankton.org> or call (605) 668-5211.

The Household Hazardous Waste Collection Event is scheduled for Saturday, April 27. For more information on this event, please visit <http://www.cityofyankton.org> or call (605) 668-5211.

The South Dakota Department of Transportation (SDDOT) notified the City of Yankton that BNSF Railroad is planning on replacing the Broadway Avenue rail crossing near 10th Street beginning April 2. Broadway Avenue will be fully closed at the rail crossing location for approximately three to five days. The SDDOT will sign detour routes for the traveling public to make their way around the closed section of Broadway.

9) Police Department Update

Sgt. Jeremy McNinch and Human Resources Specialist Colleen Bailey attended the Northeast Community College Job Fair in Norfolk, NE on March 12. Participating in job fairs such as this is an effort to boost our recruiting and hiring efforts.

Our partnership with the Yankton High School in campaigning against texting and driving has been featured on various electronic signs in the community. Each sign will rotate one of our four advertisements each day. The owner of the signs gave us a discounted price to run the ads to the end of the school year.

We were selected to receive Homeland Security grant funding for the equipment needed to start our license plate reader program. We did not get funded for the software or the warranty so we will need to work on a funding source for this part of the project.

10) Library Update

Though the weather is just starting to warm up, our summer plans are in full swing at the library. We are looking forward to another exciting Summer Reading Program with the theme of Adventure Begins At Your Library. The adult summer reading program is going to focus on some ways to highlight exploring unique locations right in your own neighborhood, in the great state of South Dakota and across the country. The youth summer reading program will be full of exciting performances, creative projects, hands-on experiences and more. Libraries are hubs for lifelong learning and growing, and the summer reading programs are often the library's "busy season".

We will also be working more closely with the Parks and Rec Department on some shared programming to provide a bigger splash with our kick-off and finale 'Party in the Park' events. We look forward to sharing more details in the near future!

11) Monthly reports

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

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

Sincerely,

Amy Leon
City Manager

FINANCE MONTHLY REPORT

ACTIVITY	FEBRUARY 2024	FEBRUARY 2023	FEB 2024 YTD	FEB 2023 YTD
UTILITY BILLING:				
Water				
Water Sold (in gallons per 1,000)	42,700 M	44,583 M	84,756 M	88,819 M
Water Billed	\$502,013.26	\$508,745.64	\$991,009.59	\$1,013,807.94
Basic Water Fee/Rate per 1000 gal.	\$27.51/6.30	\$27.51/6.30		
Number of Accounts Billed	5,523	5,473	11,057	10,964
Number of Bills Mailed	5,523	5,473	11,057	10,964
Total Meters Read	6,000	5,968	11,845	11,935
Meter Changes/pulled	6	5	13	9
Total Days Meter Reading	1	1	2	2
Misreads found prior to billing	0	0	0	0
Customers requesting Rereads	0	0	0	0
Sewer				
Sewer Billed	\$410,401.08	\$387,141.16	\$815,013.88	\$766,322.18
Basic Sewer Fee/Rate per 1000 gal.	\$23.84/\$6.80	\$17.53/\$6.80		
Solid Waste				
Solid Waste Billed	\$121,738.11	109,714.89	\$243,783.85	\$219,516.33
Basic Solid Waste Fee	\$26.00	\$23.61		
Tax Billed	\$7,520.84	\$7,095.35	\$15,062.41	\$14,196.37
Misc. Billed	\$360.00	\$300.00	\$780.00	\$1,145.00
Total Utility Billing:	\$1,042,033.29	\$1,012,997.04	\$2,065,649.73	\$2,014,987.82
Adjustment Total:	(\$150.00)	(\$20.00)	(\$291.61)	(\$349.70)
Misread Adjustments	\$0.00	\$0.00	\$0.00	\$0.00
Other Adjustments	\$0.00	\$0.00	(\$1.61)	(\$309.70)
Penalty Adjustments OFF	(\$150.00)	(\$60.00)	(\$330.00)	(\$130.00)
Penalty Adjustments ON	\$0.00	\$40.00	\$40.00	\$90.00
New Accounts/Connects	38	35	76	100
Accounts Finaled/Disconnects	25	38	76	90
New Accounts Set up	1	0	3	8
Delinquent Notices	397	328	843	764
Doorknockers	169	126	335	259
Delinquent Call List	94	91	184	179
Notice of Termination Letters	7	9	13	22
Shut-off for Non-payment	6	5	10	10
Delinquent Notice Penalties	\$3,970.00	\$3,280.00	\$8,430.00	\$7,640.00
Doorknocker Penalties	\$1,690.00	\$1,260.00	\$3,350.00	\$2,590.00
Other Office Functions:				
Interest Income	\$235,222.02	\$194,048.88	\$489,615.95	\$400,060.99
Interest Rate-Checking Account	5.74%	4.93%		
Interest Rate-CDs	N/A	N/A		
# of Monthly Vendor Checks	133	95		
Payments Issued to Vendors	\$1,779,893.97	\$1,718,318.61	\$4,781,813.56	\$4,608,387.16
# of Employees on Payroll	202	192		
Monthly Payroll	\$568,531.71	\$545,984.17	\$1,176,907.15	\$1,115,752.91

Commission Information Memorandum

PARKS AND RECREATION DEPARTMENT

SUMMIT ACTIVITIES CENTER and RECREATION PROGRAMS

Summit Activities Center Membership Information:

	Members			Memberships
	Current	Last	Change	Current
○ Active & Fit/Renew Active/Silver Sneakers	183	177	6	183
○ Adult Annual	99	102	-3	99
○ Adult Annual plus 1	34	32	2	17
○ Adult Annual plus 2	6	6	0	2
○ Adult Annual plus 3	4	4	0	1
○ Adult Annual plus 4	5	5	0	1
○ Adult Annual plus 5	6	6	0	1
○ Adult Annual plus 6	0	0	0	0
○ Adult EFT	24	25	-1	24
○ Adult EFT plus 1	28	26	2	14
○ Adult EFT plus 2	3	3	0	1
○ Adult EFT plus 3	8	8	0	2
○ Adult EFT plus 4	0	0	0	0
○ Adult EFT plus 5	6	6	0	1
○ Adult EFT plus 6	0	0	0	0
○ Adult Monthly	102	100	2	102
○ Adult Monthly plus 1	60	66	-6	30
○ Adult Monthly plus 2	9	3	6	3
○ Adult Monthly plus 3	12	12	0	3
○ Adult Monthly plus 4	5	10	-5	1
○ Adult Monthly plus 5	6	6	0	1
○ Adult Monthly plus 6	7	7	0	1
○ City of Yankton Single	54	52	2	54
○ Firefighter Single	16	16	0	16
○ 10 Use Punch card	48	46	2	48
○ Radio	41	41	0	41
○ Youth Annual	36	34	2	36
○ Youth EFT	1	1	0	1
○ Youth Monthly	75	63	12	75
Total # of Active Memberships	878	857	21	758

- In January of 2024, member numbers peaked as we had 948 members with 782 memberships.

- In January of 2019 (pre-pandemic), we had 2,278 members with 1,109 memberships.
- Attendance – 2,836 (2,836 SAC) GL numbers were not available at the time of this report. Compared to 3,697 (2,555 SAC, 1,142 GL) in 2023.
- Total Huether Family Aquatics Center Passes Sold: 583 (463 – 2023)
- Total Cash Revenue at the SAC 3/1-15/24 – \$14,068.14 compared to \$23,820.18 in 2023.
- The Recreation Staff will begin working on a digital summer recreation brochure for 2024 which will be released in the coming weeks.

Thursday, February 29, 2024

- **SAC Winter Swim Lessons Ended 2023**
 - Participants – 92 (100 – 2023)

Thursday, February 29, 2024

- **All Adult Volleyball Leagues have concluded**
- **Women’s Competitive Volleyball League**
 - 13 Teams (14 Teams in 2023)
- **Women’s Just For Fun Volleyball League**
 - 6 Teams (6 Teams in 2023)
- **Men’s Volleyball League**
 - 6 Teams (6 Teams in 2023)
- **Coed Volleyball League**
 - 17 Teams (15 Teams in 2023)

Leagues that have concluded by March 15, 2024

- **Men’s Basketball League Concluded**
 - 10 Teams (9 Teams in 2023)

Monday, March 4, 2024

- SAC Pool water dumped for Cleaning and Maintenance.
- SAC Pool Closed through Friday, March 8, 2024.

Saturday, March 9, 2024

- **SAC Library Day Pass Used**
 - 3 Coupons (5 Adults, 7 Kids)

March 1-15, 2024

- **Day Pass Mailers used – 0.**
 - (60 total for this campaign)

Additional Information for First Half of March:

- **Aqua Zumba**
 - Participation – 44 Participants

- **Barre**
 - Participation – 3 Participants
- **Power Abs**
 - Participation – 46 Participants
- **Power Yoga**
 - Participation – 27 Participants
- **Prime Time Senior Class**
 - Participation – 72 Participants
- **Strength & Flexibility**
 - Participation – 55 Participants
- **Tabata**
 - Participation – 53 Participants
- **Trim & Tone**
 - Participation – 29 Participants
- **Turbo Kick**
 - Participation – 13 Participants
- **Wake UP**
 - Participation – 19 Participants
- **Water Aerobics Classes**
 - Participation – 64 Participants
- **Yoga**
 - Participation – 23 Participants
- **Zumba**
 - Participation – 31 Participants
- **Zumba Gold**
 - Participation – 74 Participants
- **Zumba Toning**
 - Participation – 13 Participants
- **Birthday Party Rentals**
 - Participation – 10 Birthday Parties
- **Private Pool Party Rentals**
 - Hours Rented – 2 Hours

- **Auxiliary/Main Gym Rentals**
 - Hours Rented – 9 Hours
- **Theater Rentals**
 - Hours Rented – 0 Hours
- **Meeting Rooms**
 - Hours Rented – 0 Hours
- **City Hall Rentals**
 - Hours Rented – 9 Hours
- **Capital Building Rentals**
 - Days Rented – 2 dates
- **Park Shelters**
 - Riverside - 0 Rentals
 - Memorial – 0 Rentals
 - Westside – 0 Rentals
 - Meridian Bridge – 0 Rentals

PARKS

With the nice day time temperatures forecast for the next couple of weeks, I'm sure we will start to get requests for restrooms to be opened up in the parks system. Forecasted night time temperatures are the determining factor on turning on water in the parks and not day time temperatures. So, we are some weeks away from starting to turn on water in the parks system.

The Parks staff have been trimming trees in the parks.

The Parks staff spread new engineered wood fiber for fall material in the play areas around the community.

The Parks Department will be replacing wood siding and trim on the golf cart storage building north of the clubhouse.

The Parks Department will be finishing replacing wood siding and trim, and then painting, the restroom building by the boat ramp in Riverside Park.

The Parks Department will be working with the Street Department to take down dead, diseased, or hazardous trees on City property and in street ROW's. Parks staff are trimming trees in parks and green spaces maintained by the City. The Street Department helps in this effort with large limbs. Ash trees are being removed also as a part of the Emerald Ash Borer Mitigation Plan for ROW's, boulevards, and City owned property.

Joint Powers Solid Waste Authority
 Financial Report Thru February 29, 2024

Description	Yankton Transfer	Vermillion Landfill	Total Joint	2 Month Budget	Legal 2024 Budget
Joint Power Transfer/Landfill					
<i>Total Revenue</i>	\$250,195.70	\$145,698.73	\$395,894.43	\$396,366.67	\$2,378,200.00
<i>Expenses:</i>					
Personal Services	50,408.43	68,070.42	118,478.85	146,978.33	881,870.00
Operating Expenses	30,478.30	50,309.48	80,787.78	168,064.33	1,008,386.00
Depreciation (est)	33,091.58	46,976.00	80,067.58	76,032.67	456,196.00
Trench Depletion	0.00	24,860.72	24,860.72	38,333.33	230,000.00
Closure/Postclosure Resrv	0.00	1,847.69	1,847.69	4,666.67	28,000.00
Amortization of Permit	0.00	297.33	297.33	333.33	2,000.00
<i>Total Operating Expenses</i>	113,978.31	192,361.64	306,339.95	434,408.67	2,606,452.00
<i>Non Operating Expense-Interest</i>	0.00	7,800.97	7,800.97	12,243.50	73,461.00
<i>Landfill Operating Income</i>	136,217.39	(54,463.88)	81,753.51	(50,285.50)	(301,713.00)
Joint Recycling Center					
<i>Total Revenue</i>	0.00	10,448.22	10,448.22	15,666.67	94,000.00
<i>Expenses:</i>					
Personal Services	0.00	41,368.86	41,368.86	46,171.33	277,028.00
Operating Expenses	0.00	5,904.84	5,904.84	25,125.00	150,750.00
Depreciation (est)	0.00	8,344.00	8,344.00	8,500.00	51,000.00
<i>Total Operating Expenses</i>	0.00	55,617.70	55,617.70	79,796.33	478,778.00
<i>Non Operating Expense-Interest</i>	0.00	0.00	0.00	0.00	0.00
<i>Recycling Operating Income</i>	0.00	(45,169.48)	(45,169.48)	(64,129.67)	(384,778.00)
<i>Total Operating Income</i>	\$136,217.39	(\$99,633.36)	\$36,584.03	(\$114,415.17)	(\$686,491.00)
Tonage in Trench:	<u>2/29/2023</u>	<u>2/29/2024</u>			
Asbestos	5.74	3.86	3.86	8.33	50.00
Centerville	57.97	40.33	40.33	183.33	1,100.00
Clay County Garbage	2,180.87	2,169.12	2,169.12	2,416.67	14,500.00
Elk Point	173.46	172.48	172.48	43.33	260.00
Yankton County Garbage	3,251.23	3,773.19	3,773.19	3,983.33	23,900.00
<i>Total Tonage in Trench</i>	5,669.27	6,158.98	6,158.98	6,635.00	39,810.00
Operating Cost per ton			\$49.74	\$67.32	\$67.32

This report is based on the following:

- Revenue accrual thru February 29, 2024
- Expenses cash thru February 29, 2024 with March bills

Joint Powers Solid Waste Authority
Financial Report Thru February 29, 2024

Description	Yankton Transfer	Vermillion Landfill	Total Joint	2 Month Budget	Legal 2024 Budget
Source of Funds					
<i>Beginning Balance</i>	(\$501,467.00)	\$2,536,832.00	\$2,035,365.00	\$2,035,365.00	\$2,035,365.00
<i>Operating Revenue:</i>					
Net Income	136,217.39	(99,633.36)	36,584.03	(114,415.17)	(686,491.00)
Depreciation	33,091.58	55,320.00	88,411.58	84,532.67	507,196.00
Trench Depletion	0.00	24,860.72	24,860.72	38,333.33	230,000.00
Amortization of Permit	0.00	297.33	297.33	333.33	2,000.00
<i>Non Operating Revenue:</i>					
Grant	0.00	0.00	0.00	0.00	0.00
Loan Proceeds	0.00	0.00	0.00	0.00	0.00
Contributed Capital	0.00	0.00	0.00	833.33	5,000.00
Sale Proceeds	0.00	0.00	0.00	0.00	0.00
Comp. for Loss & Damage	0.00	0.00	0.00	0.00	0.00
Fire Related Expenses	0.00	0.00	0.00	0.00	0.00
Interest	0.00	14,345.78	14,345.78	4,166.67	25,000.00
<i>Cash Flow Transfer:</i>					
Joint Power Transfer/Landfill	(123,621.96)	123,621.96	0.00	290,000.00	1,740,000.00
Joint Recycling Center	0.00	0.00	0.00	0.00	0.00
Total Funds Available	(455,779.99)	2,655,644.43	2,199,864.44	2,339,149.17	3,858,070.00
Application of Funds Available					
<i>Joint Power Transfer/Landfill</i>					
Equipment	0.00	0.00	0.00	174,833.33	1,049,000.00
Trench	0.00	0.00	0.00	0.00	0.00
Closure/Postclosure Cash Res.	0.00	1,847.69	1,847.69	4,666.67	28,000.00
<i>Joint Recycling Center</i>					
Equipment	0.00	0.00	0.00	9,500.00	57,000.00
<i>Payment Principal</i>	0.00	0.00	0.00	43,128.50	258,771.00
<i>Appropriation to Reserve</i>	0.00	0.00	0.00	0.00	0.00
Total Applied	0.00	1,847.69	1,847.69	232,128.50	1,392,771.00
Ending Balance	(\$455,779.99)	\$2,653,796.74	\$2,198,016.75	\$2,107,020.67	\$2,465,299.00

Joint Power Transfer/Landfill Description	Yankton Transfer	Vermillion Landfill	Total Joint	2 Month Budget	Legal 2024 Budget
<i>Revenue: (accrual)</i>					
Asbestos	\$0.00	\$250.90	\$250.90	\$1,000.00	\$6,000.00
Elk Point	0.00	9,572.68	9,572.68	10,000.00	\$60,000.00
Centerville	0.00	2,238.34	2,238.34	2,333.33	14,000.00
Beresford	0.00	0.00	0.00	0.00	0.00
Clay County Garbage	0.00	123,516.30	123,516.30	140,833.33	845,000.00
Compost-Yd Waste-Wood	0.00	708.42	708.42	1,583.33	9,500.00
Contaminated Soil	0.00	41.00	41.00	1,250.00	7,500.00
White Goods	0.00	123.50	123.50	1,000.00	6,000.00
Tires	0.00	1,647.59	1,647.59	2,000.00	12,000.00
Electronics	0.00	100.00	100.00	1,000.00	6,000.00
Other Revenue	918.24	7,500.00	8,418.24	850.00	5,100.00
Cash long	0.00	0.00	0.00	0.00	0.00
Rubble	6,868.36	0.00	6,868.36	8,666.67	52,000.00
Transfer Fees	241,306.95	0.00	241,306.95	225,000.00	1,350,000.00
Metal	1,103.05	0.00	1,103.05	833.33	5,000.00
Other Operational - Solid Waste	(0.90)	0.00	(0.90)	16.67	100.00
Total Revenue	250,195.70	145,698.73	395,894.43	396,366.67	2,378,200.00
<i>Expenses: (cash)</i>					
Personal Services	50,408.43	68,070.42	118,478.85	146,978.33	881,870.00
Insurance	0.00	0.00	0.00	5,976.83	35,861.00
Professional Service/Fees	321.81	36.25	358.06	19,166.67	115,000.00
Non Professional Fees	0.00	0.00	0.00	0.00	0.00
Processing- Reduction	0.00	0.00	0.00	3,333.33	20,000.00
State Fees	0.00	6,158.98	6,158.98	7,833.33	47,000.00
Professional - Legal/Audit	1,107.60	0.00	1,107.60	458.33	2,750.00
Publishing & Advertising	0.00	0.00	0.00	466.67	2,800.00
Rental	0.00	0.00	0.00	83.33	500.00
Hauling fee	0.00	0.00	0.00	0.00	0.00
Equipment repair	594.39	5,540.10	6,134.49	11,833.33	71,000.00
Motor vehicle repair	0.00	(666.57)	(666.57)	4,166.67	25,000.00
Vehicle fuel & maintenance	12,148.05	5,689.57	17,837.62	45,833.33	275,000.00
Equip, Mat'l & Labor	3,155.53	0.00	3,155.53	10,833.33	65,000.00
Building repair	5,172.17	105.20	5,277.37	4,000.00	24,000.00
Facility repair & maintenance	0.00	4,142.59	4,142.59	5,833.33	35,000.00
Postage	132.01	4.64	136.65	141.67	850.00
Office supplies	56.28	0.00	56.28	583.33	3,500.00
Copy supplies	0.00	2.28	2.28	62.50	375.00
Uniforms	235.92	445.37	681.29	1,250.00	7,500.00
Small Tools & Hardware	202.93	0.00	202.93	41.67	250.00
Travel & Training	0.00	499.74	499.74	750.00	4,500.00
Operating supply	1,160.95	19,237.39	20,398.34	30,433.33	182,600.00
Electricity	1,579.54	2,051.91	3,631.45	5,166.67	31,000.00
Heating Fuel - Gas	4,041.94	6,307.66	10,349.60	8,166.67	49,000.00
Water	313.64	87.10	400.74	683.33	4,100.00
WW service	136.16	0.00	136.16	283.33	1,700.00
Landfill	52.00	0.00	52.00	66.67	400.00
Telephone	67.38	667.27	734.65	616.67	3,700.00
Depreciation (est)	33,091.58	46,976.00	80,067.58	76,032.67	456,196.00
Trench Depletion		24,860.72	24,860.72	38,333.33	230,000.00
Closure/Postclosure Resrv		1,847.69	1,847.69	4,666.67	28,000.00
Amortization of Permit		297.33	297.33	333.33	2,000.00
Total Op Expenses	113,978.31	192,361.64	306,339.95	434,408.67	2,606,452.00

Joint Power Transfer/Landfill Description	Yankton Transfer	Vermillion Landfill	Total Joint	2 Month Budget	Legal 2024 Budget
<i>Non Operating Expense-Interest</i>	0.00	7,800.97	7,800.97	12,243.50	73,461.00
<i>Bond Issuance Costs</i>	0.00	0.00	\$0.00	0.00	0.00
<i>Operating Income (Loss)</i>	\$136,217.39	(\$54,463.88)	\$81,753.51	(\$50,285.50)	(\$301,713.00)
<i>Capital:</i>					
Capital Outlay	\$0.00	\$0.00	\$0.00	\$174,833.33	\$1,049,000.00
Landfill Development	0.00	0.00	0.00	12,333.33	\$74,000.00
Capital Lease	0.00	0.00	0.00	0.00	\$0.00
<i>Total Capital Expenditures</i>	\$0.00	\$0.00	\$0.00	\$187,166.67	\$1,123,000.00
<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>	(\$123,621.96)	\$123,621.96	\$0.00	\$0.00	\$0.00
<i>Tonage in Trench:</i>					
Asbestos		3.86	3.86	8.33	50.00
Centerville Garbage		40.33	40.33	183.33	1,100.00
Clay County Garbage		2,169.12	2,169.12	2,416.67	14,500.00
Elk Point		172.48	172.48	43.33	260.00
Yankton County Garbage		3,773.19	3,773.19	3,983.33	23,900.00
<i>Total Tonage in Trench</i>		6,158.98	6,158.98	6,635.00	39,810.00
Operating Cost per ton			\$49.74	\$67.32	\$67.32

Joint Recycling Center Description	Yankton Transfer	Vermillion Center	Total Joint	2 Month Budget	Legal 2024 Budget
<i>Revenue:</i>					
Tipping Fees	\$0.00	0.00	\$0.00	0.00	0.00
Metal/Tin	0.00	0.00	0.00	666.67	4,000.00
Plastic	0.00	0.00	0.00	2,500.00	15,000.00
Aluminum	0.00	0.00	0.00	2,666.67	16,000.00
Newsprint	0.00	0.00	0.00	1,500.00	9,000.00
Cardboard	0.00	9,878.82	9,878.82	7,500.00	45,000.00
High Grade Paper	0.00	569.40	569.40	500.00	3,000.00
Other Material	0.00	0.00	0.00	333.33	2,000.00
Contributions/Operating Grants	0.00	0.00	0.00	0.00	0.00
Total Revenue	0.00	10,448.22	10,448.22	15,666.67	94,000.00
<i>Expenses:</i>					
Personal Services	0.00	41,368.86	41,368.86	46,171.33	277,028.00
Insurance	0.00	0.00	0.00	400.00	2,400.00
Professional Service/Fees	0.00	171.74	171.74	83.33	500.00
Hazardous Waste Collection	0.00	0.00	0.00	10,000.00	60,000.00
Professional-Legal	0.00	0.00	0.00	0.00	0.00
Publishing & Advertising	0.00	0.00	0.00	250.00	1,500.00
Rental	0.00	0.00	0.00	0.00	0.00
Equipment repair	0.00	0.00	0.00	1,583.33	9,500.00
Vehicle repair & maintenance	0.00	0.00	0.00	133.33	800.00
Vehicle fuel	0.00	522.93	522.93	1,000.00	6,000.00
Building repair & maintenance	0.00	680.00	680.00	1,333.33	8,000.00
Postage	0.00	1.16	1.16	8.33	50.00
Freight	0.00	1,390.00	1,390.00	3,083.33	18,500.00
Office supplies	0.00	0.00	0.00	166.67	1,000.00
Uniforms	0.00	37.97	37.97	125.00	750.00
Materials Purchases	0.00	43.00	43.00	750.00	4,500.00
Travel & Training	0.00	666.32	666.32	333.33	2,000.00
Operating Supplies	0.00	0.00	0.00	1,666.67	10,000.00
Copy Supply	0.00	78.12	78.12	33.33	200.00
Electricity	0.00	833.15	833.15	1,083.33	6,500.00
Heating Fuel-Gas	0.00	1,315.46	1,315.46	1,166.67	7,000.00
Water	0.00	62.95	62.95	108.33	650.00
WW service	0.00	78.04	78.04	200.00	1,200.00
Telephone	0.00	24.00	24.00	166.67	1,000.00
Revenue Sharing	0.00	0.00	0.00	1,450.00	8,700.00
Depreciation (est)	0.00	8,344.00	8,344.00	8,500.00	51,000.00
Total Op Expenses	0.00	55,617.70	55,617.70	79,796.33	478,778.00
<i>Non Operating Expense-Interest</i>	0.00	0.00	0.00	0.00	0.00
Operating Income (Loss)	\$0.00	(\$45,169.48)	(\$45,169.48)	(\$64,129.67)	(\$384,778.00)
Capital Outlay	\$0.00	\$0.00	\$0.00	\$9,500.00	\$57,000.00
Grant Reimbursement/Donations	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Cash Flow Transfer	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

This report is based on the following:

Revenue accrual thru February 29, 2024

Expenses cash thru February 29, 2024 with March bills

2024 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	71,055.23	(26,723.94)	44,331.29	3,090.11	45.93	0.00	(20,089.59)	(20,089.59)	71,055.23	(46,813.53)	24,241.70
February	64,243.92	(19,938.97)	44,304.95	3,068.87	53.57	0.00	(25,079.89)	(25,079.89)	64,243.92	(45,018.86)	19,225.06
Subtotal	135,299.15	(46,662.91)	88,636.24	6,158.98	49.74	0.00	(45,169.48)	(45,169.48)	135,299.15	(91,832.39)	43,466.76

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 2024	259.05	536.20	507.47	45.40	33.92	1,122.99	423.35	1,805.39
February 2024	248.79	530.49	498.62	47.22	38.26	1,114.59	467.17	1,830.55
March 2024	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
April 2024	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
May 2024	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
June 2024	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
July 2024	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
August 2024	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
September 2024	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
October 2024	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
November 2024	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
December 2024	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2024 Total	507.84	1,066.69	1,006.09	92.62	72.18	2,237.58	890.52	3,635.94
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 2023	307.89	707.72	605.55	54.83	37.61	1,405.71	704.99	2,418.59
June 2023	289.17	725.31	588.72	73.13	51.19	1,438.35	672.85	2,400.37
July 2023	282.21	697.94	570.56	60.35	40.04	1,368.89	787.30	2,438.40
August 2023	317.79	709.74	626.74	82.60	44.69	1,463.77	678.89	2,460.45
September 2023	273.80	616.92	557.81	68.98	44.28	1,287.99	722.76	2,284.55
October 2023	278.15	669.66	623.57	50.45	38.01	1,381.69	656.53	2,316.37
November 2023	284.20	599.96	555.12	63.61	43.48	1,262.17	555.90	2,102.27
December 2023	256.60	546.69	469.17	87.12	42.60	1,145.58	472.11	1,874.29
2023 Total	3,279.00	7,457.05	6,439.91	790.89	477.08	15,164.93	7,441.25	25,885.18

City of Yankton
Airport Advisory Board Meeting Minutes
For
February 21st, 2024

The February 21st, 2024 Airport Advisory Board Meeting was called to order at 8:01AM by Chairman Jim Cox.

Roll call:

Present from the Airport Advisory Board: Jim Cox, Mary Boyer, Rick Daugherty, Steve Hamilton, and Dan Specht.

Unable to attend: Jake Hoffner, City Commission Representative Amy Miner,

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

Minutes from November 15th, 2023

N/A – No meeting minutes available

Monthly Fuel Report:

Adam Haberman provided the monthly fuel report for January 2024. In January 2024, we sold 1,149 gallons of Jet A and 550 gallons of 100 low led. Additionally, Haberman gave a recap for the 2023 year: 42,533 gallons of Jet A and 27,308 gallons of low led were sold.

Staff Report:

Adam Haberman stated we've recently hired one seasonal employee and the plan is to hire one more. Also, staff is working on renewing the T-38 static display lease – the new lease will run for 5 years.

YKN Apron Replacement:

Adam Haberman stated the pre-application has been submitted for the next CIP project "Terminal Apron Design Work". We are applying for funding in 2025.

North Hangar Development:

Chairman Cox stated he wanted to get a better understanding of the lot size and current usage of buildings in the North Hangar Development area.

Haberman stated the largest aircraft able to use the hangar would be a King Air. In regards to usage, Haberman stated the hangars have been designated for airport storage.

Airport Rescue and Fire Fighting Building:

Chairman Cox suggested we rename the Airport Rescue and Fire Fighting Building to something other than "Crash Building" and is open to suggestions.

Airports Economic Impact:

Chairman Cox distributed an article about an airport's economic impact. Adam Haberman said he will email the article to everyone on the Airport Advisory Board.

Other Business:

Rick Daugherty gave an update, on behalf John Halstad, stating Halstad now has 4 mechanics, 1 front desk person and, over the next month, will be bringing in Avionics. One of his mechanics is going to Florida to become rotax certified. The flight school is coming together and is anticipated to open soon.

Adjournment:

24-01 MOTION –It was moved by Daugherty and seconded by Boyer to adjourn the meeting.

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

Meeting adjourned at 8:49AM

Respectfully Submitted,

Adam Haberman, Secretary



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
Tuesday, January 16, 2024, 5:30PM, in the Community Room
CMTEA Building, 1200 W. 21st Street

I. ROUTINE BUSINESS

Roll Call:

Present: Jason Tellus, Brian Bertsch, Nick Severson, Elizabeth Healy, Tom Bixler, and City Commissioner Brian Hunhoff.

Absent: Jeannine Economy-List.

Also present City Manager Amy Leon, Director of Parks and Recreation Todd Larson, and Parks Secretary Chasity McHenry.

Public Appearances: Sam Hummel. Talked to the board about BMX tracks in Yankton. Sioux Falls is in the process of doing one at Great Bear. Sioux Falls used \$10,000 for building the first small one. Norfolk has one. Sioux City is building one at Cone Park and coke-a-cola is involved in funding. Would like to start a public task force to research funding options to build and would like the City to donate some unused land for placement. Maybe form a 501c3. Locations to research include Paddle Wheel Point, XYZ land across from Morgen Park, or transfer station land. 1 or 2 acres needed for a pump track. 6 acres would be ideal. Needs to be ADA accessible. Need parking. Lights? Restrooms or porta-pots. Bentonville, Arkansas, is the BMX bike and trails capital of the world. There is a Missouri River Cycling Club in town. AT&T may have grants. People to reach out to include Dean Larson, Vince Jeness, Ken Kopetsky, Ben Brunick.

Minutes: November 21, 2023 minutes approved. Bertsch motioned. Tellus second. Motion passed 5-0.

II. OLD BUSINESS

A. None.

III. NEW BUSINESS

A. Parks Advisory Board to function as City Tree Board. City Manager Amy Leon presented a cotton wood tree evaluation and plan for 2024-2028. Staff is recommending a plan of one removal per year from 2024 to 2028 and the department would plant two trees in a public green space for each removal. L. Healy made a motion, "The PAB recommends to the City Commission to have the City staff follow the cottonwood tree evaluation and removal plan for the 2024 – 2028 time frame. The plan consists of removing one cottonwood tree and planting two trees in public greenspace each year during this time period." B. Bertsch second. Motion passes 5-0



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

- B. The Westside Park Pond Project – in 2024 a synthetic liner will be installed in the pond. No timeline to present at the time. This would be a 90 day project.
- C. The Westside Park Pickle Ball court conversion – waiting to have the LWCF grant paperwork signed by the National Park Service.
- D. 2023 HFAC budget through December 31. Total Revenues= \$1,859,923. Total Expenses= \$1,681,786. Remember, interest in 2023 of \$197,500. Net revenue of \$178,137. The budget numbers are not finalized until after the official audit.
- E. 2023 SAC budget through December 31. These are preliminary reports. They include the first schedule of bills in January accounts payable and p-card expenses. The payroll that was paid on January 5 will have a journal entry to put the expenses incurred in 2023 back into the 2023 budget. Total Revenues= \$1,147,019. That includes a transfer from the general fund of \$685,058. Total operating revenues are therefore \$461,961. Total Expenses= \$753, 902. Currently the operating loss is \$291,941.
- F. Meridian Bridge’s Centennial Celebrations. Upcoming events to take note of: Friday night, January 26, Kick-Off Celebration at Ben’s Brew Station from 6:00pm to 8:30pm. Friday, February 2, noon, The Mead Museum’s Feed Your Mind presentation over the Noon hour. A nature and history walk on Saturday morning April 27 starting in Riverside Park (more details to come as this is not yet planned out). The annual cemetery walk on the evening of June 5 (rain date June 12). The cemetery walk is a collaboration between the Yankton Library and the Mead Museum (more details to come). The two big events coming up will be entertainment and fireworks on the night of July 4 and entertainment and a drone show on the night of July 5 (more details to come).

IV. OTHER BUSINESS

- A. General discussion items.
 - Commission information Memorandums (4 CIMs). The items were sent out after the meeting as they were not attached to the agenda packet.
 - Other completed work projects for the department are noted in the CIMs.
 - Next Meeting: Monday, March 18, 2024.

V. ADJOURN

Bertsch motioned, Severson second. Motion carried 5-0.

AGENDA
NOTICE OF CALL
SPECIAL CITY COMMISSION MEETING

A Special Meeting of the Board of City Commissioners shall be held on Friday, April 12th, 2024, at 12:00 noon, in Room #114 of the Career Manufacturing Technical Education Academy located at 1200 W 21st St.

The following item shall be on the Agenda:

1. Canvass of the Election Returns of the City of Yankton Municipal Election held April 9th, 2024.

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

By Order of

Stephanie Moser
Mayor

ATTEST:

Lisa Yardley
Finance Officer

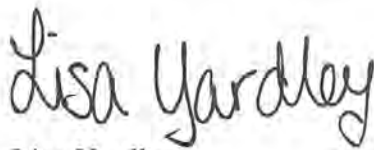
____ Voice Vote

NOTICE OF HEARING UPON APPLICATION
FOR SALE OF ALCOHOLIC BEVERAGES

NOTICE IS HEREBY GIVEN that an application has been received by the Board of City Commissioners of the City of Yankton, South Dakota, for a Special On-sale Malt Beverage Retailers License and a Special On-sale Wine Retailers License for 1 day, September 14, 2024, from The Center, 900 Whiting Drive.

NOTICE IS FURTHER GIVEN that a public hearing on the application will be held on Monday, April 8, 2024 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 25th day of March, 2024.



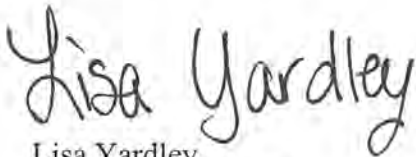
Lisa Yardley
FINANCE OFFICER

NOTICE OF HEARING UPON APPLICATION
FOR SALE OF ALCOHOLIC BEVERAGES

NOTICE IS HEREBY GIVEN that two applications have been received by the Board of City Commissioners of the City of Yankton for the transfer of owner of a Retail (on-sale) Liquor and a Retail (on-off sale) Malt Beverage & SD Farm Wine License from Upper Deck Inc to MG Oil Company d/b/a Upperdeck, 315 Broadway Ave, Suites A & B.

NOTICE IS FURTHER GIVEN that a Public Hearing upon the application will be held on Monday, April 8, 2024 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 25th day of March, 2024.



Lisa Yardley
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 one day, May 25, 2024, from Boomer's, Inc., d/b/a Boomer's Lounge, 100 E. 3rd Street. Event location is the Meridian Venue, 101 E. 3rd Street.

NOTICE IS FURTHER GIVEN that a Public Hearing upon the application will be held on Monday, April 8, 2024 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 25th day of March, 2024.



Lisa Yardley
FINANCE OFFICER

Memorandum #24-71

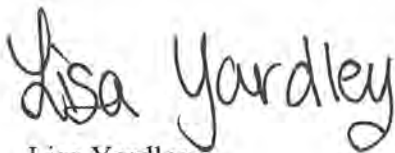
To: City Manager
From: Finance Department
Date: March 25, 2024
Subject: Yankton Area Riverboat Days, Inc. Licenses

The Finance Department has received the following Applications for License from Yankton Riverboat Days, Inc. to engage in the business of:

1. Transient Merchant; and
2. Special Events Dance

Both licenses are for three days, Thursday-Saturday, August 16-18, 2024. Yankton Riverboat Days will take place at Riverside Park, Yankton, South Dakota.

The Finance Department has provided the above referenced application to the Police Department to ensure that the applicant conforms to the provisions of the City of Yankton Municipal Code of Ordinances. A police check on the applicant revealed no felony convictions or warrants in South Dakota. After reviewing said information, it appears to the Finance Department that the above applicant is in compliance with the City of Yankton Municipal Code of Ordinances as relates to the submitted application.



Lisa Yardley
Finance Officer

Memorandum #24-70

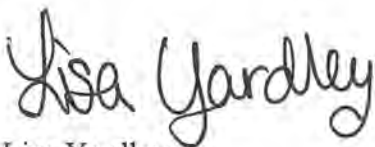
To: City Manager
From: Finance Department
Date: March 25, 2024
Subject: Special Events Alcoholic Beverage License
Applicant: Yankton Area Riverboat Days, Inc.

Type of License:

Special On-sale Malt Beverage Retailers License
 Special On-sale Wine Retailers License
 Special On-sale Liquor License

The Finance Department has received a Special Events Alcoholic Beverage License Application for a Special On-sale Malt Beverage Retailers License for three days, August 16-18, 2024, from Yankton Area Riverboat Days, Inc., Yankton, South Dakota. The event will take place at Riverside Park, Yankton, South Dakota.

The Finance Department has provided the above referenced application to the Community and Economic Development Department, the Fire Department and the Police Department to ensure that the premises and the applicant conform to the provisions of the City of Yankton Municipal Code of Ordinances. An inspection by the Fire Marshal and the Building Inspector revealed that the event premises is in compliance with all building and fire codes. A police check on the applicant revealed no felony convictions or warrants in South Dakota. After reviewing said information, it appears to the Finance Department that the above applicant is in compliance with the City of Yankton Municipal Code of Ordinances as relates to the submitted application.



Lisa Yardley
Finance Officer

Roll Call

Memorandum #24-68

To: City Commission
From: Finance Officer
Date: March 2024
Subject: Municipal Election Board

South Dakota Codified Law 9-13-16.1 requires that the governing body shall appoint a minimum of two deputies and one superintendent for each precinct and set the compensation to be paid.

I recommend the following election workers be appointed to serve for the City of Yankton Municipal Election to be held on April 9, 2024.

Vote Center 1 – City Hall

Myrna Hunhoff - Superintendent
Marlin Mulloy - Deputy
Mike Hawk - Deputy
JoAnn Huitema - Deputy
Paula Hallberg - Deputy

Vote Center 3 – Absentee

Nancy Fisher
Jane Lemay
Kimberly Christensen

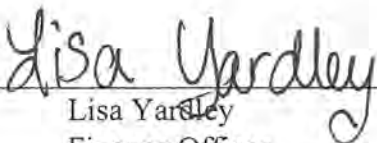
Vote Center 2 – North Fire Station

Sharon Fiedler - Superintendent
Bob Diede - Deputy
Malena Diede - Deputy
Elaine Harty – Deputy
Anne Mello- Deputy

Vote Center Reserve Worker Listing

Karen Abbott
Dave Abbott
Sue O'Grady
Roberta Ambur

I recommend that compensation be set at \$200.00 for the Superintendents, \$180.00 for the Deputies, and \$60.00 for Absentee Ballot Counters. Payment for the E-Poll book refresher training will be \$35.00 for attending.



Lisa Yardley
Finance Officer

Memorandum #24-65

To: Amy Leon, City Manager
From: Brad Bies, Community Development Manager
Date: March 15, 2024
Subject: Downtown Yankton Façade Grant Recommendations 2024

Interest was strong for the ninth year of the downtown façade grant program. Community and Economic Development staff promoted the program through local print media, radio, social media, Meridian District membership, Yankton Thrive, and a direct mailing to downtown property and business owners as well as direct outreach to prior applicants. Staff received numerous calls and inquiries about the program, ultimately receiving 12 applications. Applicants have continued to provide positive feedback that the straightforward application process and guidelines helped encourage participation and we saw that again this year. The quality of applications remains high.

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

The committee recommends funding two projects utilizing the \$30,000.00 budgeted for façade grants in 2024. If approved and matched with private dollars, this will represent an investment of at least \$64,697.00 in the downtown area this year. Many of the projects this year were very ambitious and represent a mix of historical preservation and proactive beautification. Projects recommended:

- 315 Walnut Street, Gary Wood/Yankton Media Inc: Removal of false front paneling to return the building to the original brick façade underneath. Restoration work will include the cleaning and repair of masonry as well as trim and window components. Total project cost estimate: \$40,000.00. Grant funding recommendation: \$20,000.00.
- 606 East 4th Street, Larry Olson: Installation of new wood siding accents, enclosure of unused overhead loading dock door, and repainting the entire structure. The rehabilitation will also include new decorative exterior lighting. Total project cost estimate: \$24,697.00. Grant funding recommendation: \$10,000.00.

The committee discussed historically appropriate aesthetic modifications that will be communicated to the applicants to be included in their designs. If approved, staff will contact the awarded grantees and make arrangements to begin the projects which will be completed during summer/fall of 2024.

Respectfully submitted,



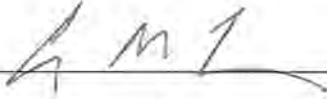
Brad Bies
Community Development Manager

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

I concur with the recommendation.

I do not concur with the recommendation.

Amy Leon
City Manager



____ Roll Call

315 Walnut Street



604 East 4th Street



Memorandum #24-66

To: Amy Leon, City Manager
From: Todd R. Larson, Director of Parks, Recreation, & City Events
Date: March 19, 2024
Subject: Music at the Meridian Exclusive Alcohol Vendor Contract and Fee

Music at the Meridian has become increasingly more popular each year. Over the years, some small changes have been made to the event.

Last year we were approached by a local proprietor in regards to being the exclusive provider of alcoholic beverages for Music at the Meridian. It was a marketing opportunity for the vendor and provided the City with extra marketing exposure and an "official beer" for our event.

The contract (attached) and fee put in place for our alcoholic beverage vendor for our events last year will be utilized again in 2024. As a part of the contract, the vendor's facility would also be provided the right to be the back-up location in the case of extreme weather. Previously, Music at the Meridian had no back-up location and had to cancel concerts in the past due to weather.

As a part of the 2024 summer events, the City will utilize the exclusive provider of alcoholic beverages at Music at the Meridian and at the July 5 celebration of the Meridian Bridge's Centennial celebration. For this year, there will be two beers brewed for these specific events, Levee Street Wheat and The Meridian 100.

The \$1,050.00 fee for 2024 will be established by Resolution #24-19.

Respectfully submitted,

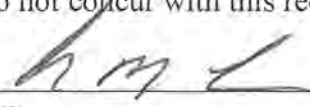


Todd R. Larson
Director of Parks, Recreation, & City Events

Recommendation: It is recommended that the City Commission approve the Exclusive Alcohol Vendor Contract for Music at the Meridian again in 2024.

I concur with this recommendation.

I do not concur with this recommendation.



Amy Leon
City Manager

____ Roll Call

RESOLUTION #24-19

WHEREAS, the City of Yankton plans the Music at the Meridian event, and

WHEREAS, the City would like to secure an exclusive alcohol beverage provider for such events; and

WHEREAS, the City desires to capture some revenue from the alcohol vendor; and

WHEREAS, the City desires to have a beer specifically brewed for, named for, and sold at the event;

NOW, THEREFORE, BE IT RESOLVED by the Board of City Commissioners of Yankton, South Dakota that the following rate is hereby adopted effective May 1, 2024:

Exclusive Alcohol Vendor Contract Fee for 2024: \$1,050.00

Adopted:

Stephanie Moser
Mayor

ATTEST:

Lisa Yardley
Finance Officer



**EXCLUSIVE ALCOHOL VENDOR CONTRACT FOR 2024
CITY OF YANKTON MUSIC AT THE MERIDIAN AND OTHER SPECIAL
EVENTS**

Music at the Meridian will be held Thursday evenings:
July 4, July 11, July 18, July 25, August 1, August 8.
The Meridian Bridge Centennial Celebration will be held on July 5.

*****Please be sure to read your contract carefully!*****

This Exclusive Alcohol Vendor Contract is entered into between City of Yankton, hereafter referred to as City, and the Alcohol Vendor listed at the end of the Contract, hereafter referred to as Vendor, and shall be in force and effect upon execution by the City of Yankton.

NOTICE OF ACCEPTANCE OR REJECTION WILL BE SENT BY **May 1, 2024.**
It is solely within the discretion of the City of Yankton as to whom or what entity will be allowed an exclusive alcohol vendor space at Music at the Meridian events.

1. CONTRACT PURPOSE. The purpose of this contract is to formalize the agreement between City and Vendor. These provisions are established so attendees at the events can depend on a high standard of quality and consistency each Thursday evening and at other special events.

2. FEES.

NON-REFUNDABLE FOR ALL SEVEN NIGHTS

\$150.00 X 7 NIGHTS= **\$1,050.00**

The non-refundable fee and proof of insurance MUST be returned with this signed contract BEFORE **May 30, 2024**.

3. PAYMENT OF FEES. Non-payment of fees by the established deadline will result in Vendor being removed from summer line-up.

4. PRODUCT LIST. Vendor has the ability to establish drink menu each week. The City does request the weekly menu to include an “official beer of Music at the Meridian” to be created and sold by vendor during the events. **No Vendor will be allowed to sell anything in a glass container.**



5. OTHER MERCHANDISE. Vendor has the ability to sell other merchandise that is not food. The City has the right to ask an item to be removed from the display and sales booth.
6. UNIT DESCRIPTION. A description of the serving area or serving trailer, including a photo if available, AND listing of complete dimensions of the vendor unit is required and will be attached to this signed agreement.
7. HOURS OF OPERATION. To ensure consistency at the events, the following hours are MANDATORY: Normal Music at the Meridian at The Lawn: 5:30pm to 8:00pm. Music acts perform from 6:00pm to 8:00pm. Special hours will be established and communicated for the 2024 July 4 Music at the Meridian and the July 5 Meridian Bridge Centennial celebration. Please note these two events will take place in Riverside Park.
8. SET UP/TAKE DOWN/STAFFING/OPERATIONS.
 - a. Vendor will provide dedicated staff for all seven contracted nights.
 - b. Vendor will provide credit card Point-of-Sale on site.
 - c. Vendor will need to be set-up by 5:30pm each evening.
 - d. Vendor can take down/leave the event space after 8:00pm.
 - e. The State Electrical Inspector may inspect booths during the events.
 - f. The local Fire Marshall may inspect booths during the events.
 - g. The vendor is responsible for their own equipment and accessories required to operate their concessions in a safe, clean and professional manner.
9. CLEAN UP. Vendor is responsible for maintaining a clean area and properly disposing of garbage and litter. No materials can be left on The Lawn or in Riverside Park when leaving at the end of the night.
10. DISPOSABLE BRANDED CUPS. The City will provide disposable cups with printed logos and including the vendor logo.
11. OTHER MARKETING. The vendor will promote the events in conjunction with the City through various marketing including, but not limited to, social media, radio, and print publications in the local market.



12. ELECTRICITY, WATER AT EVENT LOCATIONS.

- a. In accordance with the South Dakota electrical code, each Vendor may be served by one electrical cord or source—see S.D. Administrative Rule 20:44:24. The Vendor is responsible to provide the necessary cord from assigned power panel in the SW corner of The Lawn to the Vendor trailer/serving area or from a designated power source in Riverside Park. Such cord must have enough “UL rated” electrical capacity to serve the electrical needs of the trailer. It must also have a single disconnecting means with overcurrent protection. 110 and 220 outlets are available.

The City of Yankton is not responsible for damage due to loss of power.

- b. There is no source of fresh water. There will be no dumping of gray water or grease at The Lawn.
- c. **ANY propane tank needs to be staked and secured to pass code.**
- d. **Flags are not allowed at The Lawn or in Riverside Park. Solid menu boards are allowed.**

13. BACK-UP LOCATION. By 1:00pm on the day of the event, the City along with the Vendor will discuss the weather forecast for the evening and determine if the event should be moved to Ben’s Brew Station in the case of extreme heat, extreme wind, or rain/severe weather. The City and Vendor will both market the change in venue for the evening’s event.

14. NAMING RIGHTS/STAGE SPONSORSHIPS. All venue naming rights and nightly stage sponsorships and the revenue generated from such naming rights and sponsorships are reserved to the City.

15. SALES TAX LICENSE. Vendor is required to obtain a South Dakota sales tax license. Failure to obtain a sales tax license will result in City terminating Vendor’s participation at event. In no event shall Vendor be entitled to a return of fees in the event of failure to meet this condition.

16. INSURANCE. The Vendor shall be responsible for their own insurance(s) (a minimum of \$1,000,000 liability) and any other proper coverage needed in doing business. The Vendor insurance shall name The City of Yankton, SD, as an “Additional Insured” and provide a Certificate of Insurance with evidence of such additional Insured status.



Such insurance shall include general liability (including completed products liability) insurance policy insuring against death, injury or damage occasioned by negligence arising from or incidental to the operation to Vendor's operation. Insurance certificates are required along with contract agreement, before set-up will be allowed to Vendor.

17. **LICENSES.** The vendor is responsible for any and all licenses required by state or local government (Special event malt beverage and/or wine; Special event alcohol; Transient merchant, etc.). Once these licenses are secured, copies need to be provided to the City so they can be attached to this contract.
18. **PENALTIES.** Any violations of the stipulations and requirements of this contract may result in the forfeiture of the fees and the suspension from future City of Yankton events, as well as any state and local citations that could apply.
19. **GOVERNING LAW.** **This contract shall be deemed to have been entered into in the State of South Dakota and all duties, obligations and rights thereunder shall be governed by the laws of the State of South Dakota and the venue of any dispute shall be the South Dakota First Circuit Court in Yankton, South Dakota.**



VENDOR CONTRACT

I have read the entire terms and conditions of this contract. I agree to abide by all such terms and conditions set forth.

Dated this day _____ of _____, 2024.

Vendor Name _____

Printed Name of Responsible Party _____

Signature of Responsible Party _____

Mailing Address _____

City, State and Zip Code _____

Email address _____

Cell Phone Number _____

Electricity Needed. Please circle one 110v or 220v

Thursday nights that will be attended. Please circle what you are applying for:

ALL July 4 July 5 July 11 July 18 July 25 August 1 August 8

Returning this contract with a deposit does not guarantee you a space at the 2024 Music at the Meridian events. You will be notified by May 1st, 2024, with acceptance or rejection for this event.

Deadline April 19, 2024

Approved: _____
Stephanie Moser
Mayor

Please return completed contract to:
City of Yankton
c/o Music at the Meridian
416 Walnut
PO Box 176
Yankton, SD 57078



FOR CITY OF YANKTON USE

Received on this _____ day of _____, 2024

Check sheet for Yankton Exclusive Alcohol Vendor Contract

1. _____ Completed contract
2. _____ Non-refundable fee
3. _____ Proof of insurance and additional insured
4. _____ Photo of trailer/diagram of space and listing of dimensions
5. _____ Sales tax certificate
6. _____ Electrical inspection report if you receive one
7. _____ City License- Special event malt beverage and/or wine license
8. _____ City License- Special event alcohol license
9. _____ City License- Transient merchant license

Entry deadline- April 19th, 2024

Acceptance or Denial- May 1st, 2024

Payment and insurance due- May 30th, 2024

Memorandum #24-69

To: Amy Leon, City Manager
From: Luke Youmans, Special Events/Recreation/Aquatics Manager
Subject: Request by the Parks and Recreation Department for a Fireworks Public Display on July 4, 2024
Date: March 13, 2024

The City of Yankton Parks and Recreation Department is requesting the approval of a public fireworks display within the City limits on July 4, 2024. The fireworks will be launched from the top level of the Meridian Bridge.

Staff will follow City procedure of closing the bridge to pedestrian traffic. The bridge will close no earlier than 8:00 A.M. for setup by Premier Pyrotechnics staff on July 4, 2024 and will remain closed during the day. The bridge will open back up for pedestrian use by 6:00 A.M. on July 5, 2024.

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.

Respectfully submitted,

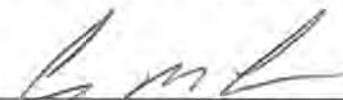
Luke Youmans

Luke Youmans
Special Events/Recreation/Aquatics Manager

Recommendation: It is recommended that the Commission approve the request for a public firework display hosted by Parks and Recreation on July 4, 2024.

I concur with the recommendation.

I do not concur with the recommendation.



Amy Leon, City Manager

____ Roll call

FIREWORKS PUBLIC DISPLAY PERMIT FOR YANKTON COUNTY

PERMIT # 20241303
(USE APPLICATION PICKUP DATE FOR PERMIT #)

NAME OF APPLICANT Yankton Park + Recreation

ADDRESS 1900 Fordig CITY Yankton STATE SD ZIP 57078

PHONE _____ CELL _____ OTHER _____

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

NAME Premier Pyrotechnics ADDRESS _____ CITY _____ STATE _____ ZIP _____

NAME _____ ADDRESS _____ CITY _____ STATE _____ ZIP _____

DATE/TIME DISPLAY TO DISCHARGED July 4, 2024 @ 10pm

LOCATION DISPLAY WILL BE DISCHARGED Top level of 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

Premier Pyrotechnics
Premier Shooters

I, Luke Youmans, DECLARE AND AFFIRM UNDER THE PENEATLY 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 13th DAY OF March, 2024. [Signature]
Signature of applicant

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

FIRE DEPARTMENT SIGNATURE /TITLE [Signature] DATE 3/19/24

LAW ENFORCEMENT SIGNATURE/TITLE [Signature] DATE 3/19/24

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 #24-72

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 16, 2024
Date: March 18, 2024

The Riverboat Days Committee and Summer Arts Committee is requesting the approval of a public fireworks display within the City limits on August 16, 2024 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 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 A.M. for set-up by Premier Pyrotechnics staff on August 16, 2024 and will remain closed during the day. The lower bridge will close at 9:00 P.M. 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 A.M. on August 17, 2024.

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.

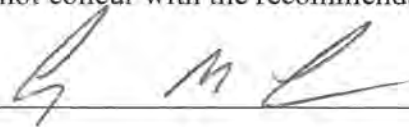
Respectfully submitted,

Luke Youmans

Recreation and City Events Manager

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 16, 2024.

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



 Amy Leon
 City Manager

FIREWORKS PUBLIC DISPLAY PERMIT FOR YANKTON COUNTY

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

NAME OF APPLICANT Yankton Riverboat Days & Summer Arts Festival

ADDRESS PO Box 483 CITY Yankton STATE SD ZIP 57078

PHONE _____ CELL 605-857-5425 OTHER _____

PERSONS(S) ACTUALLY IN CHARGE OF SHOOTING DISPLAY:

NAME Premier Pyrotechnics ADDRESS 25255 Hwy K CITY Richland STATE MO ZIP 65556

NAME _____ ADDRESS _____ CITY _____ STATE _____ ZIP _____

DATE/TIME DISPLAY TO BE DISCHARGED August 16, 2024 @ 10:00 PM

LOCATION DISPLAY WILL BE DISCHARGED Nebraska shoreline with Meridian Bridge as backup

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 Kraft, 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 21st DAY OF March, 2024. John Kraft
Signature of applicant

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

FIRE DEPARTMENT SIGNATURE /TITLE _____ DATE 3/21/24

LAW ENFORCEMENT SIGNATURE/TITLE _____ DATE 3/21/24

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 #24-73

To: Amy Leon, City Manager
 From: Corey Potts, Public Works Manager
 Subject: Snow Blower Purchase for the City of Yankton Street Department
 Date: March 19, 2024

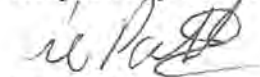
The loader mounted snow blower, used by the Street Department for snow removal in the Meridian District and around town, has recently had some major mechanic issues. The snow blower is used extensively in our snow removal operation. The Street Department budget has been reprioritized to allow for the purchase of the loader mounted snow blower. The snow blower that will be replaced is Unit #914, a 2019 Snocrete 948D snow blower.

A bid contract through the Sourcewell allows the City to purchase a new snow blower through TranSource Truck and Equipment. The new snow blower is a 2024 Larue D50 snow blower for the purchase price of \$229,875.00 with delivery estimated at 9 to 12 months.

Unit #914, a 2019 Snocrete 948D snow blower, will be sold at a future auction.

City staff recommend the purchase of a 2024 Larue D50 snow blower for the purchase price of \$229,875.00 from TranSource Truck and Equipment of Sioux Falls, South Dakota based on the Sourcewell bid contract.

Respectfully submitted,




Corey Potts
 Public Works Manager

Recommendation: It is recommended the City Commission approve the purchase of a 2024 Larue D50 snow blower for the purchase price of \$229,875.00 from TranSource Truck and Equipment of Sioux Falls, South Dakota based on the Sourcewell bid contract.

I concur with this recommendation.

I do not concur with this recommendation.



 Amy Leon
 City Manager

Memorandum #24-74

TO: Amy Leon, City Manager
 FROM: Adam Haberman, PE, Public Works Director
 RE: Agreement for Engineering Services with Banner Associates, Inc. for
 Railroad Tracks Watermain Boring at Cedar Street, Walnut Street and
 Douglas Avenue
 DATE: March 19, 2024

The existing watermain at 8th Street/Cedar Street, 8th Street/Walnut Street, and 8th Street/Douglas Avenue are in need of replacement. There have been several watermain breaks at these locations, some of which were unable to be repaired due to the close proximity of the railroad tracks. Replacing watermain at each of the three intersections will require obtaining proper permits and insurance, from BNSF Railroad, to be able to horizontally bore under the BNSF Railroad right-of-way.

Attached is an Agreement for Engineering Services for Railroad Watermain Boring at Cedar Street, Walnut Street, and Douglas Avenue with Banner Associates, Inc. As outlined in the agreement, Banner will provide engineering services and project management for the watermain boring and replacement project with compensation for their services not to exceed \$67,000.00. Engineering services will include field surveying, design and plans production, bidding, construction contract administration, project meetings, construction staking, on-site construction observation, project payment, completion, and close-out documents. A majority of the design work will take place in 2024 with anticipated construction in 2025. This project is on the State Water Plan and will utilize Clean Water State Revolving Fund (SRF) Program loan funding.

Respectfully submitted,

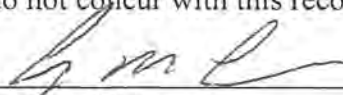


Adam Haberman, PE
 Public Works Director

Recommendation: It is recommended that the City Commission approve Memorandum #24-74 authorizing the City Manager to execute the Agreement for Engineering Services for railroad tracks watermain boring at Cedar Street, Walnut Street, and Douglas Avenue with Banner Associates, Inc.

I concur with this recommendation.

I do not concur with this recommendation.



 Amy Leon, City Manager

____ Roll Call



Banner Associates, Inc.
10 Austin Street, Suite 101
Vermillion, SD 57069
Tel 605.692.6342
Toll Free 855.323.6342
www.bannerassociates.com

March 8, 2024

Adam Haberman
City of Yankton - Public Works Director
416 Walnut Street
Yankton, SD 57078

RE: Engineering Services for:
Railroad Tracks Watermain Boring
Cedar Street, Walnut Street, and Douglas Avenue
Yankton, SD

Dear Mr. Haberman,

Banner Associates, Inc. (Banner) is pleased to submit this Agreement for Engineering Services for watermain utility work in the City of Yankton. These services are based on Banner's understanding of the requests made by the City during our Teams meeting on January 31st. Below is a list of recitals we understand to be a part of this project. Also enclosed are the Engineer's Services which detail the steps Banner will take to partner with the City for the successful completion of this project. We are happy to further refine this agreement based on your review.

Project Understanding and Recitals

- The proposed project is for watermain utility work that will be installed under BNSF railroad tracks at Cedar St, Walnut St, and Douglas Ave through horizontal boring methods.
- The approximate extents of the project are shown on the attached maps. Actual extents will be determined during design.
- The City will obtain all necessary right of way, including temporary and permanent easements, if necessary.
- The City will coordinate the project impacts with existing utility owners and arrange for any adjustments.
- Surfacing will be replaced with the same type and thickness of the existing surfacing.
- Banner will coordinate with BNSF for necessary permitting requirements.
- This project will be funded in whole or in part by SD DANR State Revolving Fund (SRF) financing and all applicable requirements will be met.
- The City understands that the permitting process with SD DANR and BNSF can be lengthy. For the purposes of scheduling this project, 3 months of permitting time has been allowed for the entities to review the plans.
- Banner will prepare the project manual and contract documents using EJCDC forms.
- The City has budgeted this project for construction in 2024, but could delay it to 2025 due to scheduling constraints for the review process.
- Banner will provide construction administration services for the project. This will include part time inspection services, staking, and project closeout tasks.



As an overview and to supplement the Agreement and Engineer's Services I offer the following:

Project Schedule Overview

- Survey – Completed April/May 2024
- Preliminary Design Plans Submitted to City, SD DANR, and BNSF for Review – August 2024
- Final Design Plans Submitted for Review (contingent upon SD DANR and BNSF review)– January 2025
- Advertise for Bids and Bid Project – February/March 2025
- Construction – April/May 2025

Project Team Lead Members

- Project Manager – Waylon Blasius, PE
- Local Point of Contact/Project Engineer – Luke Johnson, PE

Additionally, Banner will perform project management tasks to assist the City. These tasks may include progress meetings with the City, attending City Commission meetings as necessary, and project planning and oversight. Banner will also facilitate a project kickoff meeting to gather all relevant project related information that the City has access to.

We look forward to the opportunity to assist the City of Yankton with this project. If you have any questions on anything listed in this document or any items listed in the attachments, please do not hesitate to contact me at 1-605-696-9198 or lukej@bannerassociates.com.

Sincerely,

A handwritten signature in blue ink, appearing to read "Lucas A. Johnson".

Lucas A. Johnson, PE
Project Engineer

Attachments:

- Short Form of Agreement Between Owner and Engineer for Professional Services
- Maps Showing Approximate Extents of Project
- Proposed Schedule

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

This is an Agreement between the City of Yankton (Owner) and Banner Associates, Inc. (Engineer). Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as Engineering Services for Railroad Tracks Watermain Boring (Project). Engineer's services under this Agreement (Services) are generally identified as: refer to attachment "Exhibit A – Engineer's Services".

Owner and Engineer further agree as follows:

1.01 Services of Engineer

- A. Engineer shall provide or furnish the Services set forth in this Agreement, and any Additional Services authorized by Owner and consented to by Engineer.

2.01 Owner's Responsibilities

- A. Owner shall provide Engineer with existing Project-related information and data in Owner's possession and needed by Engineer for performance of Engineer's Services. Owner will advise the Engineer of Project-related information and data known to Owner but not in Owner's possession. Engineer may use and rely upon Owner-furnished information and data in performing its Services, subject to any express limitations applicable to the furnished items.

- 1. Following Engineer's assessment of initially-available Project information and data, and upon Engineer's request, Owner shall obtain, furnish, or otherwise make available (if necessary through retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Services; or, with consent of Engineer, Owner may authorize the Engineer to obtain or provide all or part of such additional information and data as Additional Services.

- B. Owner shall provide necessary direction and make decisions, including prompt review of Engineer's submittals, and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance. Owner shall give prompt notice to Engineer whenever Owner observes or otherwise becomes aware of (1) any relevant, material defect or nonconformance in Engineer's Services, or (2) any development that affects the scope or time of performance of Engineer's Services.

- C. Owner will obtain all necessary Right of Way (ROW) to construct and maintain the project, including temporary and permanent easements, if necessary.

- D. Owner will coordinate the project impacts with the existing utility owners, both underground and aerial, and arrange for any adjustments.

3.01 Schedule for Rendering Services

- A. Engineer shall complete its Services within the following specific time period: Refer to milestones identified in Exhibit A. If no specific time period is indicated, Engineer shall complete its Services within a reasonable period of time.

- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

4.01 Invoices and Payments

- A. Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.
- B. Payment: As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in this Paragraph 4.01, Invoices and Payments. If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.
- C. Failure to Pay: If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; (2) in addition Engineer may, after giving 7 days' written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges, and in such case Owner waives any and all claims against Engineer for any such suspension; and (3) if any payment due Engineer remains unpaid after 90 days, Engineer may terminate the Agreement for cause pursuant to Paragraph 5.01.A.2.
- D. Reimbursable Expenses: Engineer is entitled to reimbursement of expenses only if so indicated in Paragraph 4.01.E or 4.01.F. If so entitled, and unless expressly specified otherwise, the amounts payable to Engineer for reimbursement of expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external expenses allocable to the Project, including Engineer's subcontractor and subconsultant charges, with the external expenses multiplied by a factor of 1.0.
- E. Basis of Payment
 - 1. Hourly Rates. Owner shall pay Engineer for Services as follows:
 - a. An amount equal to the cumulative hours charged to the Project by Engineer's employees times standard hourly rates for each applicable billing class, plus reimbursement of expenses incurred in connection with providing the Services.
 - b. Engineer's Standard Hourly Rates are attached as Appendix 1.
 - c. The total compensation for Services and reimbursement of expenses will not exceed **\$67,000.00**.
- F. Additional Services: For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services. Engineer's standard hourly rates are attached as Appendix 1.

5.01 Termination

A. Termination for Cause

1. Either party may terminate the Agreement for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement, through no fault of the terminating party.
 - a. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 5.01.A.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. In addition to its termination rights in Paragraph 5.01.A.1, Engineer may terminate this Agreement for cause upon 7 days' written notice (a) if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional, (b) if Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, (c) if payment due Engineer remains unpaid for 90 days, as set forth in Paragraph 4.01.C, or (d) as the result of the presence at the Site of undisclosed Constituents of Concern as set forth in Paragraph 6.01.I.
3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.

B. Termination for Convenience: Owner may terminate this Agreement for convenience, effective upon Engineer's receipt of notice from Owner.

C. Payments Upon Termination: In the event of any termination under Paragraph 5.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement, and to reimbursement of expenses incurred through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of all deliverable documents, whether completed or under preparation, subject to the provisions of Paragraph 6.01.F, at Owner's sole risk.

1. If Owner has terminated the Agreement for cause and disputes Engineer's entitlement to compensation for services and reimbursement of expenses, then Engineer's entitlement to payment and Owner's rights to the use of the deliverable documents will be resolved in accordance with the dispute resolution provisions of this Agreement or as otherwise agreed in writing.
2. If Owner has terminated the Agreement for convenience, or if Engineer has terminated the Agreement for cause, then Engineer will be entitled, in addition to the payments identified above, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's subcontractors or subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Paragraph 4.01.F.

6.01 General Considerations

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions of probable construction cost (if any) are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents, other than those made by Engineer.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Engineer grants to Owner a limited license to use the deliverable documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the deliverable documents, and subject to the following limitations:
 - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 - 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific

purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and subconsultants;

3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and subconsultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
 4. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer agree to transmit, and accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
 - H. Waiver of Damages; Limitation of Liability: To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's officers, directors, members, partners, agents, employees, subconsultants, and insurers, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$100,000 or the total amount of compensation received by Engineer, whichever is greater.
 - I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
 - J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute will be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
 - K. This Agreement is to be governed by the laws of the state in which the Project is located.
 - L. Engineer's Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

7.01 Definitions

- A. Constructor—Any person or entity (not including the Engineer, its employees, agents, representatives, subcontractors, and subconsultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- B. Constituent of Concern—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), lead based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to laws and regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

8.01 Successors, Assigns, and Beneficiaries

- A. Successors and Assigns
 - 1. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 8.01.A.2 the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
 - 2. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- B. Beneficiaries: Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

9.01 Total Agreement

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

10.01 Attachments

- A. Appendix 1: Engineer's Schedule of Labor Rates and Expenses.
- B. Exhibit A – Engineer's Services

This Agreement's Effective Date is March 8, 2024.

Owner:

City of Yankton
(name of organization)

By: _____
(authorized individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address for giving notices:

416 Walnut Street
Yankton, SD 57078

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address: _____

Phone: _____

Email: _____

Engineer:

Banner Associates, Inc.
(name of organization)

By: Gregg Jorgenson
(authorized individual's signature)

Date: March 8, 2024
(date signed)

Name: Gregg Jorgenson, PE
(typed or printed)

Title: Sr. Vice President
(typed or printed)

Address for giving notices:

409 22nd Ave. S
Brookings, SD 57006

Designated Representative:

Name: Lucas A. Johnson
(typed or printed)

Title: Project Engineer
(typed or printed)

Address: 10 Austin Street
Vermillion, SD 57069

Phone: 605-660-4027

Email: lukej@bannerassociates.com

This is **Appendix 1, Engineer's Schedule of Labor Rates and Expenses**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated March 8, 2024.

APPENDIX 1: SCHEDULE OF LABOR RATES AND EXPENSES

January 2024

Administrative	\$65.00 to \$185.00/Hour
Surveying/Geomatics	\$75.00 to \$170.00/Hour
Technicians	\$70.00 to \$130.00/Hour
Environmental Scientist	\$75.00 to \$175.00/Hour
Staff Engineer	\$95.00 to \$120.00/Hour
Project Engineer	\$110.00 to \$175.00/Hour
Project Manager	\$140.00 to \$275.00/Hour

1. Meals at State Rates.
2. Lodging at actual cost.
3. Reimbursables:
 - a. Mileage \$0.73/Mile
 - b. Photocopy 0.05/Copy
 - c. Black & White 11x17 Laser Prints..... 0.10/Sheet
4. All other direct project expenses at actual cost of materials.

Rates are subject to change annually.

This is **EXHIBIT A**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated March 8, 2024.

Engineer's Services

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineering Services for Watermain Replacement

- 1) Survey
 - a) Full topographic survey of the existing sites; including street improvements, sidewalk widths and condition, drainage structures, existing utilities based on SD One Call locate flags and markings, building corners, vegetated areas, and adjacent city streets.
 - b) Field measurements of existing storm sewer and sanitary sewer to determine type, material, and horizontal and vertical locations of each.
 - c) Boundary survey as needed to establish property lines and right-of-way lines.
 - i) It is Banner's intent to keep the construction inside of the existing right-of-way. If it is determined during design that additional right-of-way is required, this work will be part of the Additional Services as described in Section 4.01 F of the Agreement.

- 2) Design and Plans Production
 - a) Develop preliminary design plan and profile sheets and any design details as required.
 - i) Design details will be in conformance with the most current City of Yankton Technical Specifications and/or Banner Standard Municipal Utility Technical Specifications.
 - ii) Utilize SDDOT standard bid items, standard plate details, and the current edition of the SDDOT Standard Specifications for Roads and Bridges for this project, where applicable.
 - iii) Submit preliminary layouts to City of Yankton. Upon concurrence of layouts, assist City of Yankton in preparing applicable utility crossing permits to send to BNSF for review.
 - b) Address review comments from the City of Yankton, SD DANR, and BNSF regarding preliminary design.
 - c) Develop final design bid ready plans for City of Yankton review. Final plans will include the following, at a minimum:
 - i) Title Sheet, Estimate of Quantities, Sheet Index, Legend, and Control Data
 - ii) General Notes for construction and specific notes for items not fully covered in the Standard Specifications.
 - iii) Sediment and Erosion Control plan sheets, details, and specifications, including a Storm Water Pollution Prevention Plan.
 - iv) Traffic Control Plan for road closures with no detours provided.
 - v) Grading Plans and Profiles with associated removal and install notes.
 - vi) Site Layouts with elevation call-outs at critical points for watermain borings, street repairs, and sidewalks.
 - vii) Standard Plates and City of Yankton details as necessary for appurtenant plan items.
 - d) Address review comments from the City of Yankton regarding final design.

- e) Project Manual using EJDC documents containing bidding and contract information. Develop opinion of probable construction costs.

3) Bidding

- a) Prepare advertisement and send to City to submit to local papers to advertise bid.
- b) Post project advertisement on Banner's website and contact prospective bidders about the project.
- c) Answer bidder questions during bidding and prepare addenda, as necessary.
- d) Attend bid opening.
- e) Review bids and prepare a recommendation on the award of the contract to the City.

4) Construction Contract Administration

- a) Material and Product Conformance
 - i) Banner will receive shop drawings and review for conformance with the plans and City specifications.
 - ii) Banner will assist the City in coordinating materials testing on-site during construction activities. The material testing agency will have a separate contract directly with the City.
- b) Pre-Construction Meeting
 - i) Banner will have (2) team members assist with coordinating and attending a pre-construction meeting with the City and Contractor. Banner will provide record minutes to all attendees.
- c) Construction Staking
 - i) Banner will provide construction staking as necessary for the City and as requested during construction by the Contractor. Requests for construction stakes will require a minimum 48-hour advanced notice, not including weekends or holidays. Re-staking due to carelessness of site personnel will be billed separately and in addition to this contract.
 - ii) Banner assumes 16 hours for construction staking. Due to not knowing who the Contractor will be and their capabilities for using electronic files, Banner assumes approval to bill for all construction staking hours used beyond 16.
- d) On-Site Construction Observation
 - i) Banner will provide on-site construction observation on a part-time basis. Banner's presence will be consistent but will be periodic, and therefore Banner will not be on site for all project activities. It is anticipated that Banner will be on site for approximately 16 hours per week for 4 weeks of construction activities.
 - ii) Banner will answer Contractor questions associated with the plans and specifications. Banner will observe the construction activities and record those observations in relation to their conformance with the plans and specifications.
 - iii) Banner will prepare field reports for the daily activities that are observed and will provide those reports to the City on a bi-weekly basis.
- e) Pay Applications, Change Orders, Field Orders
 - i) Banner will review applications for payment submitted by the Contractor and will recommend payment by the City based on concurrence of quantities.

- ii) Banner will prepare change order or field order documents, as necessary, and present them to the City and contractor for negotiation and consideration.
- f) Substantial Completion and Final Completion
 - i) Banner will participate in one (1) Substantial Completion walk-through with the City and Contractor at the same time and generate a punch list of outstanding items to be completed.
 - ii) Banner will perform one (1) Final Completion walk-through once all punch list items have been addressed and provide a project acceptance statement to the City.
- g) Project Close-out
 - i) Banner will provide all shop drawings, field reports, pay applications, change orders, certificates of completion, and any other project pertinent items to the City for record keeping.
 - ii) Banner will close-out the project internally.

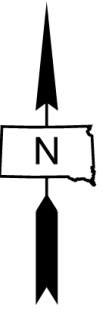
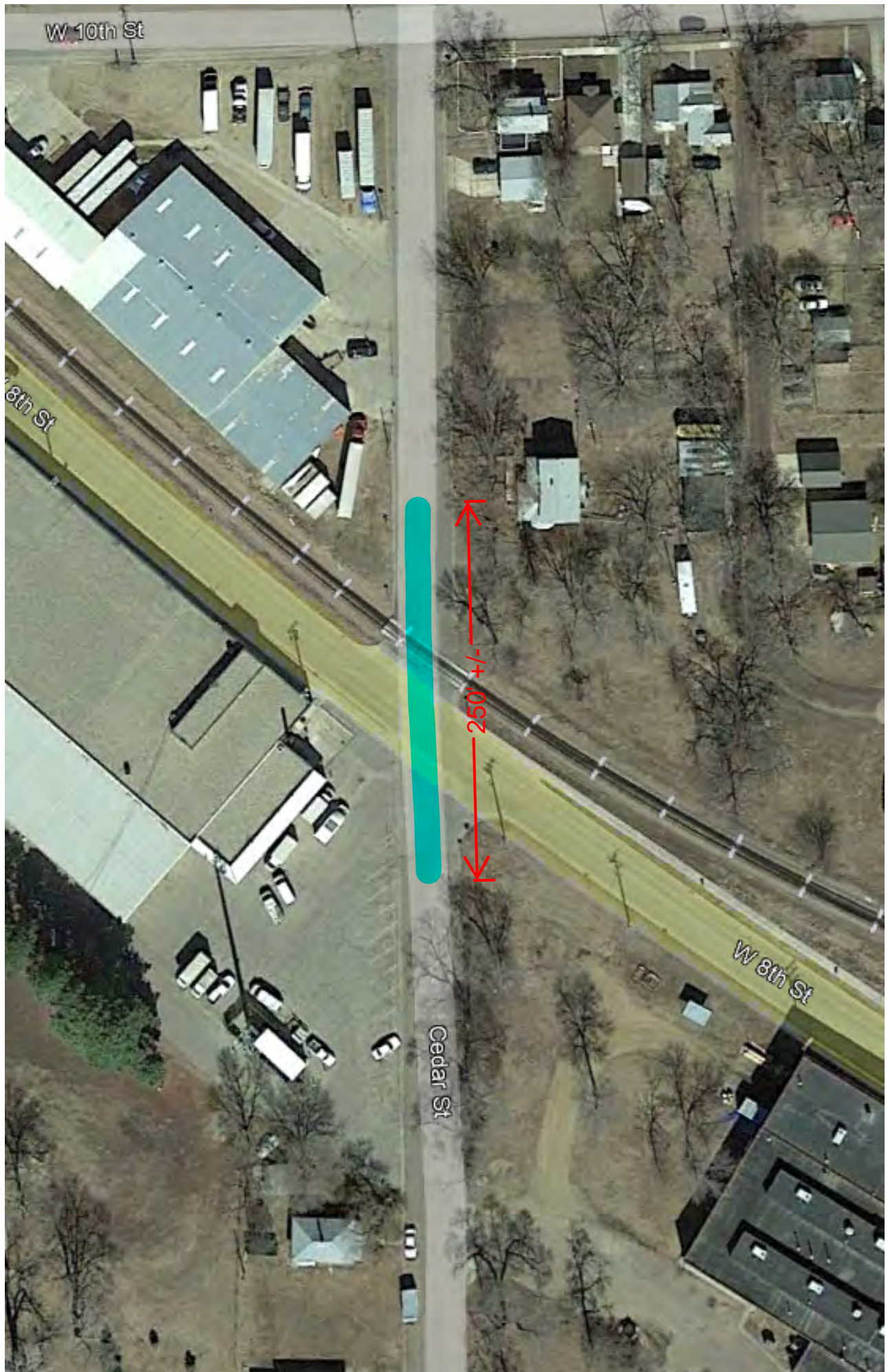
Exclusions

- 1) Environmental and permitting fees to SD DANR and BNSF.
- 2) Onsite BNSF Flagger fees during construction.
- 3) Geotechnical services.

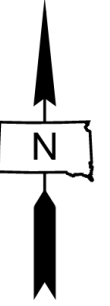
City Obligations

- 1) Provide information for existing City owned utilities.
- 2) Complete process to receive funding under the State Revolving Fund.
- 3) Perform review of preliminary and final design plan.
- 4) Assist with bid letting preparation and award.
- 5) Respond to questions during construction related to City standards and specifications.

We believe our scope encompasses the services necessary to assist the City in completing a successful project. If the scope of services would change, assumptions are proven incorrect, or exclusions noted become necessary, we would complete the requested services in accordance with the attached Schedule of Labor Rates and Expenses.



APPROXIMATE EXTENTS OF PROJECT.



 APPROXIMATE EXTENTS OF PROJECT.



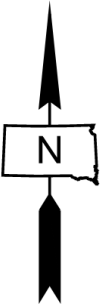
W 9th St

7th St

8th St

Douglas Ave

185' +/-



APPROXIMATE EXTENTS OF PROJECT. SURVEY/DESIGN TO DETERMINE IF TIE-IN LOCATION WILL NEED TO BE SOUTH OF 8TH/DOUGLAS INTERSECTION.

Memorandum #24-75

To: Amy Leon, City Manager
From: Bradley Moser, Civil Engineer
Subject: Bid Award for the 8th Street Pavement and Utility Replacement from Burleigh Street to Ferdig Street
Date: March 19, 2024

Bids for the 8th Street reconstruction project were opened on March 14, 2024. A total of eight bids were received.

This is a complete reconstruct for street, sewer and water. The scope of the project will also include some grading and drainage improvements.

The bids received are listed below:

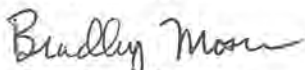
1. Masonry Components, Inc., Yankton, SD	\$2,210,122.42
2. D&G Construction, Inc., Sioux Falls, SD	\$2,326,340.90
3. Slowey Construction, Inc., Yankton, SD	\$2,378,238.60
4. BX Civil & Construction, Inc., Dell Rapids, SD	\$2,686,784.70
5. Katzer Concrete, Inc., Sioux Falls, SD	\$2,699,667.95
6. Hulstein Excavating, Inc., Edgerton, MN	\$2,826,334.53
7. Feimer Construction, Inc., Yankton, SD	\$3,067,121.25
8. First Rate Excavate, Inc., Sioux Falls, SD	\$3,159,494.00

The low bidder meets the specifications and is \$547,909.98 lower than the most recent Engineer's estimate of \$2,758,032.40. The low bid also falls under the adopted budget amount of \$2,216,000.00.

Having received eight bids forces the contractor to be competitive in their prices which is a big benefit for the City of Yankton. Although the difference between the low and high bids is quite substantial, the difference between the lowest three is minimal.


Based on their work history, City staff recommends that Masonry Components, Inc. be awarded the contract in the amount of \$2,210,122.42.

Respectfully submitted,


Bradley Moser
Civil Engineer

Recommendation: It is recommended that the City Commission award the 8th Street reconstruction contract to Masonry Components, Inc. in the amount of \$2,210,122.42 as explained in Memo #24-75.

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



Amy Leon, City Manager

____ Roll Call

Memorandum #24-76

To: Amy Leon, City Manager
From: Bradley Moser, Civil Engineer
Subject: Bid Award for 21st Street Water Main and Street Reconstruction from West City Limits Road to Summit Street
Date: March 19, 2024

Bids for the 21st Street reconstruction project were opened on March 14, 2024. The project scope involves replacing the existing street section with a new concrete street as well as installing a new water main.

The bids received are listed below:

1. Masonry Components, Inc., Yankton, SD	\$1,078,800.00
2. D&G Construction, Inc., Sioux Falls, SD	\$1,284,118.91
3. BX Civil & Construction, Inc., Dell Rapids, SD	\$1,369,300.40
4. Katzer Concrete, Inc., Sioux Falls, SD	\$1,376,014.75
5. Feimer Construction, Inc., Yankton, SD	\$1,507,867.00
6. Hulstein Excavating, Inc., Edgerton, MN	\$11,586,341.90 **

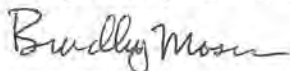
** Indicates an error in the unit price calculation.

The low bidder meets the specifications and is \$315,424.20 lower than the most recent Engineer's estimate of \$1,394,224.20. The low bid also falls well under the amount in the adopted budget.

In reviewing all of the bids and comparing them to the engineers' estimate, it appears that the bids are very competitive with one another.

Based on their work history, City staff recommends that Masonry Components be awarded the contract in the amount of \$1,078,800.00.

Respectfully submitted,

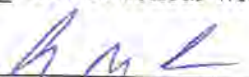


Bradley Moser
Civil Engineer

Recommendation: It is recommended that the City Commission award the 21st Street water main and street reconstruction contract to Masonry Components, Inc. in the amount of \$1,078,800.00, as explained in Memo #24-76.

I concur with the recommendation.

I do not concur with the recommendation.



 Amy Leon, City Manager

_____ Roll Call

Memorandum #24-67

To: Amy Leon, City Manager
From: Brad Bies, Community Development Manager
Date: March 19, 2024
Subject: Energy Efficiency and Conservation Block Grant Program (EECGB) 2024

The United States Department of Energy has issued guidance for the Energy Efficiency and Conservation Block Grant Program (EECGB). As one of the ten largest municipalities in the state, the City of Yankton is eligible for a formula grant award of \$75,570.00. This grant program does not require a local funding match. Recipients may choose a grant or voucher. Given our allocation size, staff recommends choosing the voucher/equipment rebate component of the program. The broad purpose of the program is to:

- Reduce fossil fuel emissions in a manner that is environmentally sustainable and, to the maximum extent practicable, maximizes benefits for local and regional communities;
- Reduce the total energy use of the eligible entities;
- Improve energy efficiency in the transportation sector, the building sector, and other appropriate sectors; and
- Build a clean and equitable energy economy that prioritizes disadvantaged communities and promotes equity and inclusion in workforce opportunities and deployment activities, consistent with the Justice40 Initiative.

Fully completed grants must be submitted by April 30, 2024. Given the relatively short window, staff recommends accelerating the purchase of an already planned capital purchase. The following planned project was identified by staff as grant eligible and specifically referenced in the grant document guidance:

- LED post-top lantern fixture replacements for historic street lights that are reaching end of life in areas staff has noted increased fixture failures. Replacement of 43 fixtures at \$1770.00 per unit for a project total of \$76,110.00.

The new fixtures are 40%-60% more efficient than older styles resulting in a reduction in both energy use and long-term operating cost. The purchase was not budgeted for this year, but expenditures will be offset by grant award funds. Public Works staff will complete the installation over several months as their workload allows.

A mandatory requirement of the grant program is the adoption of an Energy Efficiency and Conservation Strategy (EECS). Staff recommends the following broad strategies related to the items above in keeping with our current practices to reduce energy use and operating costs:

- Reduce energy use by incorporating energy conservation, energy efficiency strategies, and energy efficient equipment purchases during all major facility upgrades and system replacements when technically and fiscally feasible.

_____ Roll Call

Respectfully submitted,



Brad Bies
Community Development Manager

Recommendation: Staff recommends that the City Commission approve the purchase of the lighting fixtures, adopt the Energy Efficiency and Conservation Strategy, and authorize the City Manager to sign any documents related to the Energy Efficiency and Conservation Block Grant.

I concur with the recommendation.

I do not concur with the recommendation.



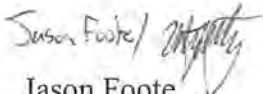
Amy Leon
City Manager

Memorandum #24-79

To: City Manager Leon
From: Chief of Police Foote
Date: March 15, 2024
Subject: Surplus CVSA II

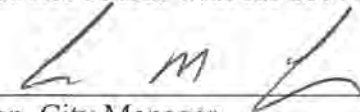
The 2024 Capital budget allows for the replacement of our Voice Stress Analyzer CVSA II in the amount of \$12,000.00. Our current CVSA II is 11 years old. We will replace this CVSA II with a Voice Stress Analyzer CVSA III and receive a trade value of \$3,000.00 for this purchase.

Resolution #24-20 declares the listed CVSA II to be surplused. Declared property will be disposed of, traded in, donated, sold by sealed bid or auction, or destroyed pursuant to South Dakota Codified Law.


Jason Foote
Chief of Police

Recommendation: It is recommended that the City Commission adopt Resolution #24-20 and authorize the trade of surplus property.

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



Amy Leon, City Manager

RESOLUTION #24-20

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 disposal 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 traded in accordance with SDCL 6-13-1, et sequential:

SURPLUS PROPERTY TO BE TRADED

Police Department:

Voice Stress Analyzer CVSA II-Dell E6430 Model 2XPKYW1

Adopted:

Stephanie Moser
Mayor

Attest:

Lisa Yardley
Finance Officer