



2024_04_22

**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, April 22, 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 April 8, 2024**

Attachment I-2

3. **Schedule of Bills**

Attachment I-3

4. **City Manager’s Report**

Attachment I-4

5. **Proclamations**

- **Arbor Day 2024**
- **Miles Krajewski**

6. **Public Appearances**

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

II. CONSENT ITEMS

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

1. **Notice of Hearing for Sale of Alcoholic Beverages**

Establish May 13, 2024 as the date for the public hearing on the applications for renewal of 2024-2025 Malt Beverages & SD Farm Wine Licenses.

Attachment II-1

2. Notice of Hearing for Sale of Alcoholic Beverages

Establish May 13, 2024 as the date for the public hearing on the application for a Special On-sale Malt Beverage Retailers License and a Special On-sale Wine Retailers License for 1 day, May 18, 2024, from The Center, 900 Whiting Drive.

Attachment II-2

3. Notice of Hearing for Sale of Alcoholic Beverages

Establish May 13, 2024 as the date for the public hearing on the application for a Special On-sale Malt Beverage Retailers License and a Special On-sale Wine Retailers License for 1 day, July 19, 2024, from The Center, 900 Whiting Drive.

Attachment II-3

4. Correct Typographical Error on April 8, 2024 Agenda

Consideration of Memorandum #24-99, correcting a memorandum number passed by the Commission at the April 8, 2024 City Commission meeting. Memorandum #24-27 for the Terminal Apron Reconstruction Design Grant Application should have read Memorandum #24-77.

Attachment II-4

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 #24-93 regarding a request for a Special On-sale Malt Beverage Retailers License and a Special On-sale Wine Retailers License for 1 day, May 4, 2024, from The Center, 900 Whiting Drive, Yankton, South Dakota.

Attachment III-1

2. Public Hearing for Sale of Alcoholic Beverages

Consideration of Memorandum #24-94 regarding a request for a Special On-sale Liquor License for one day, May 4, 2024, from RB Grillhouse and Sports Bar, 2901 Broadway Avenue. The event will take place at the NFAA Easton Archery Center, 800 Archery Lane, Yankton, South Dakota.

Attachment III-2

3. Public Hearing for Sale of Alcoholic Beverages

Consideration of Memorandum #24-95 regarding a request for a Special On-sale Malt Beverage Retailers License for 1 day, August 17, 2024, from Yankton Rodeo Association, Inc., 43371 310th Street. The event will take place at the Rodeo Grounds, 404 Paddle Wheel Drive, Yankton, South Dakota.

Attachment III-3

4. Public Hearing for Sale of Alcoholic Beverages

Consideration of Memorandum #24-98 for a Special On-sale Malt Beverage Retailers License and a Special On-sale Wine Retailers License for 1 day, May 28, 2024, from Mount Marty University – Fresh Ideas, 1105 W. 8th Street, Yankton, South Dakota.

Attachment III-4

IV. NEW BUSINESS

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

1. Strategic Planning Consultant Recommendation

Consideration of Memorandum #24-96 recommending that the City Commission retain RDG Planning and Design for the Strategic Planning process as described in the associated agreement.

Attachment IV-1

2. Agreement for Public Improvements with Stencil Group II, LLC

Consideration of Memorandum #24-97 regarding an Agreement for Public Improvements with the Stencil Group II, LLC.

Attachment IV-2

3. No Parking Along 21st Street East and West of Mulberry Street

Consideration of Memorandum #24-100 recommending the approval of Resolution #24-24 establishing “No Parking” areas along the south curb line of 21st Street for a distance of 150 feet east and west of Mulberry Street.

Attachment IV-3

4. Office Space Lease Agreement - Airport

Consideration of Memorandum #24-101 recommending the approval of leasing the office space in the Crash Building to IFLYUSA, Inc. John Halstad, Member Manager.

Attachment IV-4

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 APRIL 22, 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
APRIL 8TH, 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, Schramm, Villanueva, and Webber. City Attorney Den Herder, City Manager Leon, and Finance Officer Yardley were also present. Absent: Commissioner Miner.

Quorum present.

Action 24-101

Moved by Commissioner Webber, seconded by Commissioner Johnson, to approve Minutes of Regular Meeting of March 25, 2024.

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

Motion adopted.

Action 24-102

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

1 Office (Supplies) \$328.15; Adobe (Computer Program) \$78.39; Aflac (Employee Deductions) \$5,308.32; AFSCME (Union Deductions) \$1,604.94; Amazon (DVD) \$20.25; Amazon (Handcuff Holder) \$44.80; Amazon (Building Code Edition 5) \$50.98; Amazon (Batteries) \$11.87; Amazon (Organization Bins) \$50.98; Amazon (Volleyball Net) \$149.99; Amazon (Lab Supply Labels) \$121.08; Amazon (Office Supplies) \$40.66; Amazon (Program Supplies) \$246.01; Amazon (Softball League Supplies) \$43.68; Amazon (DVD) \$19.96; Amazon (Office Supplies) \$64.06; Amazon (Books) \$121.65; Amazon (Microphone Holder) \$44.95; Amazon (Summer Program Supplies) \$134.12; Amazon (HP LaserJet Cartridge) \$38.98; Amazon (DVDs) \$52.51; Amazon (Foam For Toolbox) \$54.99; Amazon (Janitorial Supplies) \$146.06; Amazon (Power Cable Replacement) \$29.30; Amazon (DVDs) \$45.95; Amazon (Program Supplies) \$24.99; Amazon (Bins, Whiteboards) \$164.59; Amazon (Bulletin Board, Easel) \$283.19; Amazon (Office Supplies) \$52.96; Amazon (Pool Basketballs) \$56.98; Amazon (DVD) \$19.95; Amazon (Stamp) \$33.95; Amazon (Books) \$43.27; Amazon (Supplies) \$26.12; Amazon (Program Supplies) \$70.86; Amazon (Volleyball Court Lines) \$164.65; Amazon (Fitting) \$22.25; Amazon (Molle Attachment) \$21.98; Amazon (Printer Cleaner) \$22.09; Amazon (Office Supplies) \$32.85; Amazon (Chair Cylinder) \$43.47; American Red Cross (Lifeguarding Manual) \$142.54; American Water Works (Membership) \$233.00; Around The Clock (Ads) \$4,000.00; Arrow Products (E-Printer Paper) \$88.38; AT&T (Mobile Data) \$1,223.01; Auto Value (Filters) \$1,140.43; AutoZone (Wiper Blades, Antifreeze) \$401.49; Avera (CPR Instructor Fee) \$100.00; Avera (Health Ins Premiums) \$81,298.52; Axon (Taser Batteries) \$495.00; Axvoice (Dialer Service) \$21.44; Bluepeak (Internet) \$4,118.65; Bomgaars (Cordless Tools) \$2,115.24; Bomgaars (Hoses) \$25.98; Bow Creek Metal (Park Repair) \$950.00; BP (Fuel) \$52.18; BP (Fuel) \$56.25; Brightway (Wiring Project) \$7,495.00; C&B (Mower Repairs) \$226.21; Canva (Subscription) \$149.90; Carolina Tarps (Tarp Tape) \$619.40; Caseys (Travel Expense) \$13.92; Center Point (Books) \$285.84; CenturyLink (Phone) \$64.79; CHS (Def) \$1,883.40; City of Vermillion (Jt. Powers) \$67,839.18; City of Yankton (Garbage) \$12.00; City of Yankton (Rubbish) \$6.50; City of Yankton (City Clean Up) \$7,228.34; City of Yankton (Garbage) \$16,093.56; City of Yankton (Water & WW Charges)

\$6,897.00; Clarks Rentals (Mulch) \$538.25; Consolidated Electrical (Generator Maintenance) \$395.00; Core & Main (Lab Supplies) \$2,060.81; Cornwell D-P Tools (Shop Tools) \$177.97; Credit Collections (Garnishment) \$50.00; Culvers (Training Expense) \$16.17; Dempsey's Brewery (Travel Expense) \$48.69; Dept of Ag (Stormwater-Gehl Drive) \$522.75; Dept of Health (Lab Samples) \$296.00; Dept of Social Services (Child Support) \$2,750.36; Dept of Transportation (Cedar St. Bridge) \$1,636.53; Design Solutions (Pump Upgrade) \$8,161.88; DLT Solutions (CAD Software) \$4,453.09; Dockendorf Equip (Receipt Paper) \$19.69; Downtown Screen Printing (Youth Singer Program) \$153.00; Echo Electric (Light) \$636.37; ELDT (CDL Training) \$25.00; ESRI (Arc GIS) \$360.00; Fastenal (Bolts For Signs) \$623.56; Federal Services (Cvsa Equipment) \$9,785.00; Ferguson Enterprises (Meters) \$8,200.00; Fire By Trade (Straps for Hoses) \$152.26; Firehouse Subs (Recruitment Meeting) \$11.92; First Dakota (HSA Contributions) \$11,008.86; First National Bank (Cafeteria Plan) \$2,232.88; Forte (CC Processing Fees) \$406.05; Fryn Pan (Employee Engagement) \$1,170.00; GDP (Printer Rental) \$103.96; Gerstner Oil (Mower Oil) \$235.10; Go to Glass (Windshield Replacement) \$460.00; Graham Tire (Truck Tire Labor) \$873.70; Grainger (Pressure Switch) \$580.02; Graybar Electric (Blower 4 Power) \$385.27; Guardian Alliance (Background Investigation) \$102.00; Hach (Reagents) \$2,197.59; Hansen Locksmithing (Keys) \$35.00; Hansen Locksmithing (Lock Repair) \$220.00; Hanson Briggs (Banners) \$1,011.25; Harbor Freight (Screwdriver Set, Pry Bar) \$532.77; Hawkins (Chemicals) \$12,790.60; Healthworks (CDL Testing) \$105.54; House of Brands (Bridge Centennial Hats) \$2,621.00; House of Brands (Bridge Shirts) \$460.00; HyVee (Employee Engagement) \$14.00; ICMA (Contributions) \$2,067.26; Imagestuff (Summer Reading Supplies) \$50.90; In Collab (Summer Reading Program) \$1,184.87; Interstate Powersystem (Block Heater) \$563.76; IR Industrial (Fan Motor) \$471.59; J & H Cleaning (Janitorial) \$4,300.00; Jacks Uniforms (Flex Badges) \$244.98; JCL Solutions (Cleaning Supplies) \$1,677.55; Jersey Mikes (Travel Expense) \$13.76; Jimmy Johns (Training Expense) \$39.72; JJ Benji's (Clothing) \$41.30; Kaiser (Service Kits) \$174.92; Kinsman Garden (Basket Liners) \$810.32; Koletzky (Kubota Belt) \$417.34; Kopetskys Ace (Water Hose & Nozzles) \$638.99; Krav Maga Worldwide (Self Defense Instructor) \$2,685.00; Labstrong (Still Water Filter) \$145.32; Larry's Heating & Cooling (Ac Serviced) \$184.00; Lewis & Clark Ford (Urban Forester Truck) \$56,000.00; Lewis & Clark Homebuilder Assn (Annual Dues) \$430.00; Locators & Supplies (Safety Apparel) \$650.15; Lumen (City Hall Fiber Internet) \$372.44; Mackenzie River (Training Expense) \$55.96; McDonalds (Travel Expense) \$9.40; McMaster (Secondary Dome Skylights) \$1,705.15; Menards (Golf Shed Repairs) \$4,967.80; Meridian Eye Care (Pre Employment) \$50.00; Metrofax (Fax Service) \$11.95; Midamerica (Books) \$900.13; Midamerican (Fuel) \$8,078.44; MidAmerican (Fuel) \$16,575.99; Midco (Internet) \$123.39; Midwest Alarm (Alarm Monitoring) \$112.50; Midwest Laboratories (Nutrients Testing) \$967.12; Money Movers (SAC Maintenance) \$12.25; Morrow/Joseph C. (Design Work) \$5,160.00; Motor Vehicle Dept (Title & License Plate) \$26.70; Mutt Mitt (Waste Bags) \$4,179.25; Napa (Fleet Runner Belts) \$298.11; National Registry (Membership) \$32.00; NBS Calibrations (Lab Thermometer) \$162.50; Northern Truck Equip (Dump Box) \$21,243.00; Northtown Automotive (Coolant, Labor) \$357.65; Northwestern (Electric) \$92,318.41; Novelty Machine (Parts) \$52.42; Olsons (Pest Control) \$278.00; O'Reilly (Freon) \$422.49; OTC Brands (Program Supplies) \$158.90; Overdrive (E-Books) \$1,584.06; Payment Service Network (CC Merchant Fees) \$139.70; PayPal (Laser Handlebar Mount) \$140.00; PayPal (Membership Dues) \$50.00; Pheasantland (Safety Apparel) \$854.03; Pitney Bowes (Postage) \$207.00; Pitney Bowes (Postage) \$80.97; Popeyes (Travel Expense) \$9.70; Power Source Electric (Antenna) \$5,923.78; Prime Video (Library Movie) \$10.61; Prime Video (Library Movie) \$21.23; Prime Video (Library Movie) \$15.92; Quadient (Postage Machine Ink) \$154.85; Racom (Beon) \$35.80; Radiotech (Radio Holster) \$51.00; Radwell (Cylinder) \$1,177.29; Riverside Hydraulics (Couplers) \$789.63; Royal Sport Shop (Pitcher's Mound Anchor) \$351.29; Sanitation Products (Parts)

\$5,399.75; SD Water & WW (Water Seminar CEU Class) \$293.00; SDRS (Al Viereck Retirement) \$19,966.20; SDRS (SDRS Contributions) \$146,734.00; SDRSP (Contributions) \$29,703.16; Sigma Aldrich (E.Coli Agar) \$46.67; Skillpath (Staff Training) \$119.00; SD Municipal League (District Meeting) \$384.00; SD Police (Police Chief's Meeting) \$310.00; Southeast (Graphic Design Change) \$75.00; Southern Specialties (Entry Tool) \$87.90; Standard (Dental Insurance Premium) \$9,235.06; Stockwell Engineers (Gehl Drive Services) \$309,882.10; Swimoutlet (Lifeguard Uniforms) \$431.58; Terminal Depot (Gas Pump Paper) \$25.79; Tessman (Downtown Flowers) \$3,040.43; The Collision Center (Door Replacement & Parts) \$5,122.88; Third Millennium (Clean Up Week Insert) \$2,485.86; Thompson (Blower Motor Repair) \$333.72; TMA Yankton (Truck Tires) \$878.15; Transource (2024 Volvo Loader) \$229,381.00; Tre (Testing) \$978.50; Tri Air (Testing) \$647.00; TRK Hosting (Web Hosting) \$7.95; Truck & Trailer (Rod, Switch, Cylinder) \$3,454.70; UKG (Payroll/HR/TLM Software) \$4,803.50; US Treasury (Federal Withholding Tax) \$279,797.93; United Way (Employee Contributions) \$169.00; UPS (Shipping) \$581.26; USA Bluebook (Meter Adapter) \$143.47; USPS (Postage) \$223.93; USPS (Postage) \$700.34; USPS (Utility Billing Postage) \$2,583.12; Verizon (Internet) \$978.93; Viddler (Video Hosting) \$41.49; Walmart (Smoke Detectors) \$642.08; Walmart (Office Supplies) \$111.48; Walmart (Fruit Fridays) \$188.31; Wix (Website) \$174.00; Xerox (Copier Lease) \$836.81; Yankton Driver (Exam) \$35.00; Yankton Fire (Testing Extinguisher) \$732.25; Yankton Janitorial (Toilet Paper, Paper Towel) \$443.55; Yankton Media (Subscription) \$8.99; Yankton Media (Ad) \$190.80; Yankton Medical Clinic (Physicals) \$1,200.00; Yankton Radio Group (Ads) \$113.39; Yankton County (Deed Register) \$247.90; Yankton Thrive (Wellness) \$200.00; Yearli (ACA Filing) \$711.01.

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

Salaries by Department: March 2024

Administration \$88,668.80; Finance \$85,991.70; Community Development \$47,584.89; Police/Dispatch \$340,467.05; Fire \$13,334.19; Engineering / Sr. Citizens \$78,700.94; Streets \$89,842.39; Traffic Control \$7,565.52; Library \$59,303.50; Parks / SAC \$129,905.57; Marne Creek \$6,007.27; Water \$73,968.12; Wastewater \$72,993.49; Cemetery \$8,341.14; Solid Waste \$45,662.04; Joint Powers \$38,021.31; Central Garage \$14,018.07.

New Hires: Public Works Department: Samuel Stewart, Sanitation Truck Operator, \$1,700.19 biweekly; Finance Department; Lacey Jensen, Utility Customer Service Clerk, \$1,830.92.

Wage Changes: Parks, Recreation and City Events Department: LaVonne Lorenzen, Aerobics Instructor, \$15.25 to \$15.50/hr; Trey Redman, Weight Room/Receptionist, \$12.50 to \$12.75/hr; Elizabeth Dooley, Yoga Instructor, \$20.00 to \$20.25/hr; Sharollette Peterson, Aerobics Instructor, \$15.25 to \$15.50/hr; Lori Hoebelheinrich, Water Safety Instructor \$13.00 to \$14.00/hr; Carole Kling, Water Safety Instructor \$14.00 to \$14.50/hr; Jennifer Teichroew, Weight Room Supervisor, \$12.50 to \$14.00/hr; Krista Becker, Weight Room Supervisor, \$13.00 to \$14.50/hr; Megan Cotton, Receptionist, \$12.50 to \$14.00/hr; Jayden Horrach, Weight Room Supervisor, \$13.00 to \$14.00/hr; Sarah Messler, Lifeguard, \$12.00 to \$14.00/hr.

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

Mayor Moser read a proclamation for National Library Week (April 7-13, 2024) and encouraged the public to visit our library. Director Dana Schmidt spoke on recent events and 2023 stats. Dana also recommended all to take the library feasibility study survey.

Mayor Moser read a proclamation for National Public Safety Telecommunicators Week (April 14-20, 2024) and honored the men and women who keep our city safe. Dispatcher Courtney Russenberger thanked the Commission for their support.

Mayor Moser read a proclamation to Girl Scout Gold Award Recipient, Ellie Wagner, and offered sincere congratulations on her hard work. Ellie spoke on her projects and future work as a Girl Scout volunteer.

Scott Kostal, Executive Director of the Missouri Sedimentation Action Coalition (MSAC), gave a presentation and update on the Niobrara River Bedload Collector Project. Mr. Kostal expressed his gratitude to the Commission. Commissioner Johnson spoke on the importance of this relationship as well as the progress and success of this sediment collector.

Action 24-103

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

- 1) Setting date of April 22, 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 #24-80 recommending approval of the application from Yankton County 4-H Clubs, d/b/a Yankton County Fair for a Special Events Dance for Friday, August 2, 2024 which will take place at 905 Whiting Drive.
- 3) Establish April 22, 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, May 4, 2024, from The Center, 900 Whiting Drive.
- 4) Establish April 22, 2024 as the date for the public hearing for a Special On-sale Malt Beverage Retailers License for 1 day, August 17, 2024, from Yankton Rodeo Association, Inc., 43371 310th Street. Event to be held at the Rodeo Grounds, 404 Paddle Wheel Drive.
- 5) Establish April 22, 2024 as the date for the public hearing for a Special On-sale Liquor License for one day, May 4, 2024, from RB Grillhouse and Sports Bar, 2901 Broadway Avenue. Event location is at the NFAA, 800 Archery Lane.
- 6) Establish April 22, 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, May 28, 2024, from Mount Marty University – Fresh Ideas, 1105 W. 8th Street.

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

Action 24-104

This was the time and place for the public hearing on the application 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, Yankton, South Dakota. (Memorandum 24-81) No one was present to speak for or against the application. Moved by Commissioner Johnson, seconded by Commissioner Webber, to approve the license.

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

Action 24-105

This was the time and place for the public hearing regarding a request for the transfer of ownership of a Retail (On-off sale) Malt Beverage & SD Farm Wine License and a Retail (On-sale) Liquor License from Upper Deck (Mark Hausmann, Owner) to MG Oil d/b/a Upperdeck (Troy Erickson, Owner), 315 Broadway, Suites A & B, Yankton, South Dakota. (Memorandum 24-82) No one was present to speak for or against the request. Moved by Commissioner Webber, seconded by Commissioner Brunick, to approve both license transfers.

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

Action 24-106

This was the time and place for the public hearing on the application for a Special On-sale Liquor License for one day, May 25, 2024, from Boomer’s, Inc., d/b/a Boomer’s Lounge, 100 E. 3rd Street. (Memorandum 24-86) No one was present to speak for or against the application. Moved by Commissioner Benson, seconded by Commissioner Webber, to approve the license.

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

Action 24-107

Moved by Commissioner Brunick, seconded by Commissioner Johnson, to allow the City Manager to sign and execute the 2024 FAA BIL-AIG Grant Application AIP #3-46-0062-039-2024 which would also authorize the City Manager to sign and execute the Agreement for Professional Services with KLJ Engineering LLC for the Terminal Apron Reconstruction Design Project at Chan Gurney Municipal Airport. (Memorandum 24-27)

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

Action 24-108

This was the time and place for the bid opening of the Gehl Drive and Sanitary Trunk Sewer Project. The following bids were received and opened on March 28, 2024, at 3:00 pm.: SiteWorks, Inc., Sioux Falls, SD, \$3,173,724.84. Metro Construction, Inc., Tea, SD, \$3,580,351.05. Alliance Construction LLC, Sioux Falls, SD, \$4,689,030.19. Hulstein Excavating, Inc., Edgerton, MN, \$4,715,985.05. First Rate Excavate, Inc., Sioux Falls, SD, \$5,178,000.00. H & W Contracting, LLC, Sioux Falls, SD, \$5,318,234.52. (Memorandum 24-84) Moved by Commissioner Villanueva, seconded by Commissioner Webber, to award the Gehl Drive & Sanitary Trunk Sewer contract to SiteWorks, Inc., of Sioux Falls, SD in the amount of \$3,173,724.84, and authorize the City Manager to execute the contract documents associated with the project outlined in Memorandum #24-84.

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

Action 24-109

Moved by Commissioner Johnson, seconded by Commissioner Schramm, to approve Resolution #24-21 and authorize the City Manager to execute all associated documents. (Memorandum 24-88)

RESOLUTION #24-21

WHEREAS, the City of Yankton owns property in Lot 20 of Railroad Subdivision that is not needed for the Marne Creek Flood Mitigation project or other purposes, and

WHEREAS, said property is generally described in the associated memorandum and depicted in the referenced aerial photograph, and

WHEREAS, South Dakota Codified Law allows the transfer of property to the local economic development corporation (Yankton Thrive), and

WHEREAS, the City has determined that the remnant parcel of property has minimal value as described in the memorandum and the eventual third-party owner provided the city with a valuable resource in the form of temporary construction and access easements, and

WHEREAS, the value of said easements meet or exceed the value of the described remnant, and

WHEREAS, the Yankton Board of City Commissioners desires to transfer the yet to be platted remnant to Yankton Thrive for transfer to the adjacent third-party owner thereby reducing potential liability and providing the adjacent owner with the driving lane they have historically used.

NOW, THEREFORE BE IT RESOLVED that the Board of City Commissioners of the City of Yankton, South Dakota, hereby agrees to transfer the to be platted remnant property as described in the associated memorandum, and

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

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

Action 24-110

Moved by Commissioner Schramm, seconded by Commissioner Hunhoff, to approve initiating the process of considering a rezoning of Lots 1-4, and part of Lot 5; and part of Lots 16-18 lying west of the RR, all in Block 49. Lower Yankton Addition to the City of Yankton. (Memorandum 24-89)

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

Action 24-111

Moved by Commissioner Webber, seconded by Commissioner Johnson, to approve the purchase of a new Grasshopper mower for \$30,500 from Koletzky Implement of Yankton, South Dakota. (Memorandum 24-87)

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

Action 24-112

Moved by Commissioner Johnson, seconded by Commissioner Webber, to establish May 13, 2024 as the date for a public hearing for the special assessment roll. (Memorandum 24-85)

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

Action 24-113

Moved by Commissioner Brunick, seconded by Commissioner Webber, to approve granting a Sidewalk Café Permit to 100 West 3rd Street doing business as Walnut Tavern. (Memorandum 24-90)

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

Action 24-114

Moved by Commissioner Johnson, seconded by Commissioner Webber, to adopt Resolution 24-22 and authorize the disposal of surplus property. (Memorandum 24-91)

RESOLUTION #24-22

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 disposed of in accordance with SDCL 6-13-1, et sequential:

SURPLUS PROPERTY TO BE DISPOSED, SCRAPPED, OR DESTROYED

Parks:

1. Cushman 4-wheel turf truckster model 898632; SN# 98004739
2. 1999 Toro Greens Master 3050 model 4351; SN# 90152
3. Jacobsen Greensking IV Triplex mower model 62287; SN# 2338
4. Jacobsen Greensking IV Triplex mower model 62287; SN# 1867
5. Jacobsen Greensking IV Triplex mower model 62257; SN# 4553

6. Jacobsen Greensking IV Triplex mower model 62257; SN# 4308

7. 2014 Jacobsen AR522 Contour Rotary Mower; SN# 1704

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

Action 24-115

Moved by Commissioner Schramm, seconded by Commissioner Webber, to adjourn at 8:00 p.m.

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

Stephanie Moser
Mayor

ATTEST:

Lisa Yardley
Finance Officer

Published on April 17, 2024

Schedule of Bills

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
A & B BUSINESS EQUIPMENT COPIER LEASE	412.71	RENTALS & XEROX SUPPLIES	101.142.212		IN114720	024294	P	775	00013
A-OX WELDING SUPPLY CO I PROPANE	81.03	CHEMICALS & GASES	801.801.240		300713	024562	P	775	00088
ADVANCED WEIGHING SYSTEM ANNUAL SOFTWARE SUPPORT	4,770.00	PROFESSIONAL SERVICES &	637.637.202		1774	081110	P	775	00010
ASSN OF CODE ENFORCEMENT TRAINING	50.00	CONFERENCE & MEETINGS	101.106.265		200000663	024259	P	775	00004
BLACKSTRAP INC ROAD SALT	1,786.51	SNOW & ICE CHEMICALS	101.123.241		145483	024498	P	775	00083
CEDAR KNOX PUBLIC POWER ELECTRIC	421.37	ELECTRICITY	201.201.272		04/5/2024	005243	P	775	00022
ELECTRIC	758.26	ELECTRICITY	601.601.272		04/5/2024	005176	P	775	00023
	1,179.63	*VENDOR TOTAL							
CENTURYLINK PHONE	64.79	TELEPHONE	611.611.271		3/19/2024	003065	P	775	00034
PHONE	4.61	TELEPHONE	101.102.271		3/19/2024	002262	P	775	00035
PHONE	8.28	TELEPHONE	101.104.271		3/19/2024	002262	P	775	00036
PHONE	3.77	TELEPHONE	101.122.271		3/19/2024	002262	P	775	00037
PHONE	20.16	TELEPHONE	101.111.271		3/19/2024	002262	P	775	00038
PHONE	0.28	TELEPHONE	101.115.271		3/19/2024	002262	P	775	00039
PHONE	10.64	TELEPHONE	101.114.271		3/19/2024	002262	P	775	00040
PHONE	1.14	TELEPHONE	101.123.271		3/19/2024	002262	P	775	00041
PHONE	1.75	TELEPHONE	101.127.271		3/19/2024	002262	P	775	00042
PHONE	4.44	TELEPHONE	201.201.271		3/19/2024	002262	P	775	00043
PHONE	4.78	TELEPHONE	601.601.271		3/19/2024	002262	P	775	00044
PHONE	2.42	TELEPHONE	611.611.271		3/19/2024	002262	P	775	00045
PHONE	1.62	TELEPHONE	637.637.271		3/19/2024	002262	P	775	00046
PHONE	3.43	TELEPHONE	801.801.271		3/19/2024	002262	P	775	00047
PHONE	83.20	TELEPHONE	601.601.271		4/01/2024	003059	P	775	00008
PHONE	83.20	TELEPHONE	611.611.271		4/01/2024	003059	P	775	00009
	298.51	*VENDOR TOTAL							
CITY OF YANKTON-C G AIRP LANDFILL	12.00	LANDFILL	101.127.276		4/3/2024	005564	P	775	00003
CITY OF YANKTON-PARKS LANDFILL	252.61	LANDFILL	201.201.276		3/31/2024	003889	P	775	00011
CLARK'S RENTAL SAW EQUIPMENT	3,490.00	EQUIPMENT	602.602.350		91689	240131	P	775	00049
BLADES	900.00	GARAGE PARTS	801.801.249		91814	024497	P	775	00069
	4,390.00	*VENDOR TOTAL							

Schedule of Bills

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
CONSOLIDATED ELECTRICAL GENERATOR REPAIR	466.00	REP. & MAINT. - EQUIPMEN	101.111.221		926778-00	240006	P 775 00051
CORE & MAIN PARTS	1,179.51	REP. & MAINT. - BUILDING	201.201.223		U470174	024449	P 775 00084
DESERT SNOW WORKSHOP	699.00	LEARNING	101.111.264		14810	241525	P 775 00033
GERSTNER OIL CO FUEL	26,111.64	GARAGE GASOLINE & LUBRIC	801.801.238		196437	024485	P 775 00081
GRAYBAR ELECTRIC COMPANY SERVICE CALL	8,345.85	REP. & MAINT. - PLANT	601.601.221		9336588890	240133	P 775 00024
HANSON BRIGGS ADVERTISIN TABLE BANNER	161.50	PROFESSIONAL SERVICES	101.111.202		31082	024018	P 775 00020
TABLE BANNER	161.50	PROFESSIONAL SERVICES	101.102.202		31082	024018	P 775 00021
TABLE BANNER	110.00	PROFESSIONAL SERVICES	101.111.202		33066	024017	P 775 00018
TABLE BANNER	110.00	PROFESSIONAL SERVICES	101.102.202		33066	024017	P 775 00019
ENVELOPES	192.81	OFFICE SUPPLIES	101.107.232		33137	024016	P 775 00032
	735.81	*VENDOR TOTAL					
HAWKINS INC CHEMICALS	13,680.00	CHEMICALS & GASES	601.601.240		6720557	240132	P 775 00025
POOL CHEMICALS	657.91	CHEMICALS & GASES	203.203.240		6730190	081092	P 775 00098
	14,337.91	*VENDOR TOTAL					
KAY PARK RECREATION BLEACHERS	22,144.40	BLEACHERS	503.549.363		201495	023847	P 775 00100
KLJ ENGINEERING LLC NORTH TAXIWAY	1,195.55	DESIGN/CONST NORTH TAXIW	502.511.390		10205431	024625	P 775 00068
NORTH TAXIWAY	1,144.62	DESIGN/CONST NORTH TAXIW	502.511.390		10205432	024551	P 775 00094
NORTH TAXIWAY	2,455.01	DESIGN/CONST NORTH TAXIW	502.511.390		10205433	024552	P 775 00093
	4,795.18	*VENDOR TOTAL					
KNIFE RIVER - SOUTH DAKO CONCRETE	1,034.25	OPEN ASPHALT	506.572.376		4469817	024560	P 775 00095
CONCRETE	1,034.00	OPEN ASPHALT	506.572.376		446988	024561	P 775 00091
CONCRETE	705.00	REP. & MAINT. - BUILDING	201.201.223		446989	024558	P 775 00089
	2,773.25	*VENDOR TOTAL					
KOLETZKY IMPLEMENT INC PARK MOWER	18,000.00	EQUIPMENT	201.201.350		3/27/2024	022593	P 775 00099
LOCATORS & SUPPLIES INC GLOVES	349.70	MEDICAL & SAFETY SUPPLIE	101.123.243		0313310-N	024493	P 775 00073

Schedule of Bills

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
MACQUEEN EMERGENCY GROUP FIRE HELMETS	726.58	EQUIPMENT	101.114.350		P27044	245524	P	775	00064
MAYER SIGNS BRIDGE SIGN	182.00	REP. & MAINT. - BUILDING	201.201.223		24-2982	081167	P	775	00012
MEAD CULTURAL EDUCATION BOOKS	150.00	PROGRAM SUPPLIES	101.142.242		1001	024297	P	775	00101
MERKEL ELECTRIC STREET LIGHT REPAIR	306.12	REP. & MAINT. - EQUIPMEN	101.126.221		10820	024460	P	775	00092
MIDWEST PETROLEUM EQUIP, PARTS	131.63	GARAGE PARTS	801.801.249		4013	024626	P	775	00082
MIDWEST TAPE BOOKS	238.94	AV - CAPITAL	101.142.342		505253456	024296	P	775	00001
BOOKS	26.24	AV - CAPITAL	101.142.342		505289780	024296	P	775	00002
	265.18	*VENDOR TOTAL							
MILLENIUUM RECYCLING SINGLE STREAM FEE	2,445.45	CONTRACTED SERVICE-MILLE	631.631.204		482222	024494	P	775	00072
MOTOROLA SOLUTIONS, INC. PARTS	150.00	REP. & MAINT. - EQUIPMEN	101.111.221		8281852322	241522	P	775	00031
NORTHERN LIGHTS DISPLAY BANNERS	4,262.00	BANNERS & DECORATIONS	503.549.361		INV13734	022579	P	775	00097
OBSERVER ADVERTISEMENT	60.00	ADVERTISING	203.203.211		2315	081168	P	775	00052
OVERHEAD DOOR CO PARTS	10,504.00	EQUIPMENT	801.801.350		92840	024492	P	775	00087
POSTERICK/MARK REPAIRS	400.00	REP. & MAINT. - BUILDING	202.202.223		001	081158	P	775	00030
PRESS & DAKOTAN/YANKTON LEGAL PUBLICATION	25.35	ELECTION	101.104.204		153332	081511	P	775	00059
MINUTES	20.80	PUBLISHING	101.101.211		153530	081514	P	775	00060
MINUTES	171.68	PUBLISHING	101.101.211		153531	081514	P	775	00061
LEGAL PUBLICATION	13.76	PUBLISHING	101.101.211		153697	081129	P	775	00054
MINUTES	290.40	PUBLISHING	101.101.211		153957	024500	P	775	00057
LEGAL PUBLICATION	14.24	PUBLISHING	101.101.211		153995	081109	P	775	00058
LEGAL PUBLICATION	14.08	PUBLISHING	101.101.211		154107	081527	P	775	00055
LEGAL PUBLICATION	9.44	ELECTION	101.104.204		154210	081518	P	775	00056
	559.75	*VENDOR TOTAL							

Schedule of Bills

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
ROAD KING INC PARTS	17.45	GARAGE PARTS	801.801.249		30587	024627	P 775 00080
RON'S AUTO GLASS REPAIR GLASS REPAIR	75.00	GARAGE PARTS	801.801.249		105988	024490	P 775 00079
GLASS REPAIR	200.00	GARAGE PARTS	801.801.249		105991	024491	P 775 00077
	275.00	*VENDOR TOTAL					
SABER SHRED SOLUTIONS IN TIRE DISPOSAL	3,201.60	PROFESSIONAL SERVICES &	637.637.202		40491	024464	P 775 00078
SANITATION PRODUCTS INC PARTS	256.65	GARAGE PARTS	801.801.249		88577	024553	P 775 00085
SD PUBLIC ASSURANCE ALLI INSURANCE	657.04	INSURANCE	201.201.201		3/28/2024	022638	P 775 00050
SD SOCIETY OF FIRE SERVI TRAINING MATERIALS	351.00	CONFERENCE & MEETINGS	101.114.265		2914	245522	P 775 00016
SECURITY SHREDDING CONTAINERS	80.00	PROFESSIONAL SERVICES	101.111.202		21450	241523	P 775 00029
SHERWIN WILLIAMS CO ROAD PAINT	5,760.00	ROAD MATERIALS	101.123.239		5871-1	024496	P 775 00070
SIGN SOLUTIONS SIGNS	21,351.82	ROAD MATERIALS	101.123.239		410903	024495	P 775 00071
SMITH INSURANCE INC/MT & INSURANCE	116.00	INSURANCE	101.114.201		1044	245521	P 775 00014
INSURANCE	160.00	PROFESSIONAL SERVICES	101.142.202		1074 & 1073	024295	P 775 00066
	276.00	*VENDOR TOTAL					
SOUTH DAKOTA 811 MESSAGE FEE	126.00	LOCATES	601.601.208		SD24-00556	240134	P 775 00048
TRANSOURCE PARTS	155.08	GARAGE PARTS	801.801.249		41P46767	080072	P 775 00067
PARTS	27.48	GARAGE PARTS	801.801.249		41P47055	024554	P 775 00086
	182.56	*VENDOR TOTAL					
TRUCK TRAILER SALES INC PARTS	108.00	GARAGE PARTS	801.801.249		4177-210	024557	P 775 00076
MAINTENANCE	135.00	REP. & MAINT. - VEHICLES	101.114.222		4179	245528	P 775 00017
PARTS	823.90	GARAGE PARTS	801.801.249		4183-222	024559	P 775 00090
PARTS	344.25	GARAGE PARTS	801.801.249		4196-219	024556	P 775 00075
PARTS	8,018.61	GARAGE PARTS	801.801.249		4268-225	024555	P 775 00074
	9,429.76	*VENDOR TOTAL					

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
TURFWERKS	GOLF COURSE MOWER	18,500.00	EQUIPMENT	641.641.350		JE17274	022577	P	775	00096
TWO WAY SOLUTIONS INC.	RADIO PROGRAMMING	2,499.70	EQUIPMENT	101.114.350		130735	245527	P	775	00062
	RADIO PROGRAMMING	4,950.00	EQUIPMENT	101.114.350		133158	245526	P	775	00063
	RADIO PROGRAMMING	900.00	EQUIPMENT	101.114.350		133178	245525	P	775	00065
		8,349.70	*VENDOR TOTAL							
XTREME CAR WASH	CAR WASHES	518.46	REP. & MAINT. -VEHICLES	101.111.222		4/01/2024	241527	P	775	00005
YANKTON COUNTY AUDITOR	SAFETY CENTER CITY SHARE	9,540.30	RENT FOR SAFETY CENTER	101.111.212		Q1 2024	081519	P	775	00053
YANKTON COUNTY SHARPSHOO	RANGE RENTAL	100.00	PROFESSIONAL SERVICES	101.111.202		4/01/2024	241524	P	775	00026
YANKTON COUNTY TREASURER	PROPERTY TAXES	1,385.88	PROFESSIONAL SERVICES	101.101.202		4/01/24	081509	P	775	00027
	PROPERTY TAXES	747.34	PROFESSIONAL SERVICES	101.101.202		4/01/24	081509	P	775	00028
		2,133.22	*VENDOR TOTAL							
YANKTON FIRE & SAFETY CO	EXTINGUISHER INSPECTION	78.75	PROFESSIONAL SERVICES	101.111.202		29261	241526	P	775	00006
	EXTINGUISHER	85.00	REP. & MAINT. - EQUIPMEN	101.111.221		29261	241526	P	775	00007
		163.75	*VENDOR TOTAL							
YANKTON JANITOR SUPPLY I	SUPPLIES	539.80	REP. & MAINT. - BUILDING	101.114.223		438278	245523	P	775	00015

Schedule of Bills

VENDOR NAME	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
DESCRIPTION							
REPORT TOTALS:	215,124.07						

RECORDS PRINTED - 000101

Schedule of Bills

FUND RECAP :

FUND	DESCRIPTION	DISBURSEMENTS
101	GENERAL FUND	56,019.04
201	PARKS AND RECREATION	21,401.97
202	HUETHER FAMILY AQUATICS CTR	400.00
203	SUMMIT ACTIVITY CENTER	717.91
502	AIRPORT CAPITAL	4,795.18
503	PARK CAPITAL	26,406.40
506	SPECIAL CAPITAL IMPROV	2,068.25
601	WATER OPERATION	22,998.09
602	WATER RENEWAL/REPLACEMENT	3,490.00
611	WASTE WATER OPERATION	150.41
631	SOLID WASTE	2,445.45
637	JOINT POWER	7,973.22
641	GOLF COURSE	18,500.00
801	CENTRAL GARAGE	47,758.15
TOTAL ALL FUNDS		215,124.07

BANK RECAP :

BANK	NAME	DISBURSEMENTS
1DAK	FIRST DAKOTA NAT'L BANK CORP	215,124.07
TOTAL ALL BANKS		215,124.07

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

DATE APPROVED BY



OFFICE OF THE CITY MANAGER

www.cityofyankton.org

VOL. 59 NUMBER 8

Commission Information Memorandum

The Yankton City Commission meeting on Monday, April 22, 2024 will begin at 7:00 pm.

Non-Agenda Items of Interest

1) Finance Department Update

The April 9, 2024 election had a voter turnout of 11.07% with 1,125 out of 10,159 active registered voters showing up at the polls. This was a decrease from the 14.19% turnout in the City's election in April 2023. There was a total of 197 absentee voters in this election compared to 388 in April 2023. The election canvass was held on Friday, April 12th.

The official vote tally for each candidate is as follows: Bridget Benson-654 (23.23%); Craig Sommer-516 (18.33%); Mike Villanueva-911 (32.36%); and David Carda-734 (26.07%). The Commission's annual re-organizational meeting will be held on May 13th with Bridget Benson, Mike Villanueva, and David Carda taking the Oath of Office.

Please see the enclosed the Q1 2024 Revenues and Expenditures Report.

2) Parks & Recreation Department Update

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

3) Community & Economic Development Department Update

Staff is wrapping up the 2023-2024 annual street and sidewalk tree branch clearance project. Ordinance requires that street trees are maintained by adjacent property owners to allow a 12-foot clearance over street and a 10-foot clearance over public sidewalks. Residents received an insert in their September 2023 utility bill reminding them of the requirements. In addition to the insert, staff utilized local print and radio media along with City of Yankton social media to spread the word. A City-wide canvass was completed in October 2023, and 204 notices were mailed to property owners describing the trimming requirements and how to dispose of the trimmings free of charge at the transfer station. A final notice was sent to 41 properties in early January 2024 notifying owners that the City would be contracting for the trimming of any remaining nuisance tree branches. Staff contracted for trimming at 15 properties that remained out of compliance on March 15, 2024.

4) Police Department Update

The Build Dakota Scholarship signing for Tommy Brinkerhoff was held on April 9. Tommy will graduate from Yankton High School next month and attend Southeast Technical College in the fall. Tommy's tuition, fees, books and other required program expenses will be paid equally by the City of Yankton Police Department and the Build Dakota Scholarship Program. Tommy will begin working for the Yankton Police Department following his graduation from Southeast Technical College in the spring of 2026. Upon turning 21 years of age later in that summer, Tommy will be sworn in as a City

of Yankton Police Officer. We are excited to use this new recruiting tool to find good future officers who have a passion law enforcement and helping people.

On April 10 Officer Eddy assisted with mock job interviews sessions hosted by local employers, Yankton High School and the Department of Labor and Regulation. Officer Eddy interviewed students who might have an interest in law enforcement or just wanted to improve their interviewing skills. After interviewing the students, Officer Eddy provided the students with tips on how to improve their interviewing skills.

Sheriff Crissey, Chief Foote, and Dispatch Supervisor Hussein attended the pinning ceremony of Robert Whistler on April 10. Robert was appointed to Major of the South Dakota Highway Patrol Operations Division. Robert started his career as a City of Yankton Police Dispatcher in 1997 before being hired by the South Dakota Highway Patrol. Robert has kept in touch with those who worked with him and has been living in Vermillion the last few years.

The City of Yankton Police Department held its first Retirement Appreciation Day on April 11. We invited 15 former Yankton Police Officers to come in and take the morning to shoot and qualify to carry as a retired Law Enforcement Officer. The members of the Department made a meal and had lunch with these retirees. A total of 11 retirees were in attendance and participated in the shoot and the lunch. We appreciate everything these retirees have done to shape the Yankton Police Department and keeping the community safe.

The Yankton Police Department has partnered with Yankton High School to raise awareness for Distracted Driving Awareness Month. Parked near the main entrance to YHS is a vehicle that had been involved in a distracted driving incident in Yankton County. This is a stark reminder to the students that motor vehicle crashes are the leading cause of teen death in the United States. YPD and the Yankton School District encourage everyone to be safe and alert drivers.

Chief Foote and Commander Rothenberger attended the South Dakota Police Chiefs Association meeting and joint conference with the Sheriffs' Association in Deadwood on April 16-18. During this conference Brooke Greenig of River District Counseling was awarded the Citizen of the Year award for her work with Chief Foote on the hiring and retention of police officers by putting officer mental health first. This starts before an officer is hired and continues on as the officer moves forward in their career, an important step in retention of officers.

5) Human Resources & Employee Engagement Department Update

We are now accepting applications for Public Safety Administrative Assistant in the Police Department. This position is open due to the upcoming retirement of Marietta Sprakel as Police Records Clerk on May 17, 2024. The position is open until May 3, 2024.

We are now accepting applications for Airport Maintenance/Traffic Control Superintendent in the airport division of our Public Works Department. This position is open due to the pending retirement of Robert Ryken on May 17, 2024. The position is open internally until April 29, 2024.

We are currently accepting applications for a Finance Generalist in the Finance Department. This position is open until April 26, 2024. The Finance Generalist position is open due to the resignation of Macyn Flanigan.

Yankton Housing has an opening for Part Time Office Assistant and will be open until filled.

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

Interviews are complete for the position of Grounds Maintenance Worker in the Parks and Recreation Department. Emily Nowak has been selected to fill this position. Emily was a past seasonal employee. She enjoyed her time working for the Department and is looking forward to being on full time.

The City of Yankton's April's presentation by Well 365 out of Sioux Falls focused on Healthy Snacking. The goal of this presentation is to provide information to know what truly a healthy snack is. The presentation will help employees with ideas on how they can plan, prep, and prepare healthy snacks no matter if they are on the go, in the office or simply looking for healthier snack ideas.

Limited 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. 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.

April's wellness challenge is wrapping up. The challenge for April was hydration. Employees who are participating are asked to drink a minimum of 64-oz per day for a minimum of 21 out of the 30 days in April. 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 Annual Employee Bake Off is scheduled for April 24th in City Hall Room B. We are looking forward to another year of our employees showcasing their baking talents.

6) Fire Department Update

Regarding response trends, 90% of the time we have 27 or more responders on any given emergency incident. This impressive statistic represents over 70% of our Department and demonstrates the effectiveness of our volunteer staffing.

Three of our newest probationary members have successfully passed the first challenge of state certification testing for Firefighter I. This achievement is a requirement for membership. They will now begin their Firefighter II coursework this week.

Our dedicated captains and members continue to provide essential training. Adam Frick, our Lead Instructor and Recruit Training Coordinator, plays a pivotal role in shaping our future firefighters.

We've had several responses that kept our firefighters busy recently. Notably, there was an incident at Yaggie's on Ferdig Street involving an explosion caused by a welder's torch and grain dust. Fortunately, there were no civilian injuries. This event provided an excellent opportunity for our members to deploy the ladder truck and practice using appropriate incident command functions. Assistant Chief Brad Moser effectively led the response. Yankton County Emergency Management's Unmanned Aerial Vehicle played a crucial role by providing a bird's-eye view of the scene during the incident.

7) Public Works Department Update

Street Department crews are addressing potholes at various locations throughout the City as well as repairing catch basins. Crews are also street sweeping and preparing for mowing operations to begin.

The 2024 Citywide Cleanup event is complete. The Transfer Station was open for resident drop-off from March 16th through April 13th. In addition, the City Crews picked up materials left out for

curbside pickup from April 1st through April 5th. Below is a summary of material tonnages collected this year as well as the results for the past three years.

	2024	2023	2022	2021
Curbside Material By City Crews	153.81 tons	107.07 tons	109.46 tons	243.01 tons
Resident Drop Off At Transfer Station	229.67 tons 1220 loads	143.43 tons 864 loads	305.15 tons 1083 loads	144.08 tons 928 loads
Total Tons	383.48	250.5	414.61	387.09

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.

21st Street from West City Limits Road to Summit Street:

All of the contract documents have been returned and a preconstruction meeting was held on April 11. The contractor, Masonry Components, started removals the week of April 15. The contractor’s schedule has the project finished before the required completion date of July 26. City staff had a meeting with the Yankton School District to discuss specifics of the project and coordinate the construction in an effort to minimize traffic congestion during their events.

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

Design is complete and under staff review.

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

Revisions for the plans are underway. Staff are planning to begin advertising for bids the week of April 22.

8th Street from Burleigh Street to Peninah Street:

The contract documents have been returned for this project. The contractor has indicated that this project will not begin until later in the season.

8) Information & Technology Services

IT staff is working with the Police Department to evaluate the various options for body and in car cameras. Motorola recently purchased the company the City has used for equipment. Along with the purchase is a greater emphasis on cloud-based storage and subscription services associated with the cameras. Our radio vendor has secured the equipment to restore monitoring at our radio site. We are now waiting for them to provision it and schedule installation.

9) Library Update

The Yankton Community Library was one of a few libraries in the state to be granted funding by the South Dakota Humanities Council to raise awareness of Missing or Murdered Indigenous People (MMIP) and human trafficking in our community. We will host two programs at the Library that are

free and open to the public. Due to the difficult nature of the subject matter, these programs are best for older teens and adults.

On Saturday, April 27 at 1:00 P.M. we will present *Murder in Big Horn* which is a 2023 mini-documentary series that examines the disappearances and possible murders of several Indigenous women in rural Big Horn, Montana. The series is rated TV-MA and runs approximately 2 hours and 34 minutes. The licensing for this showing was generously granted by Showtime.

On Tuesday, April 30 at 6:00 P.M. we will host a panel discussion featuring four experts. This is a great opportunity for those who have questions and wish to learn more about MMIP and how to support our Indigenous communities. The panelists include Dr. Elise Boxer, Director of the Institute of American Indian Studies and Associate Professor of History at the University of South Dakota; Ariel Swallow, a PhD Candidate in Clinical Psychology at the University of South Dakota; Marlys Big Eagle, National Native American Outreach Services Liaison with the U.S. Department of Justice; and Alison J. Ramsdell, United States Attorney for the District of South Dakota. Yankton Mayor Stephanie Moser will moderate the discussion.

There will be free childcare available at the Library for ages 3 to 10 for adults who wish to attend the panel discussion. Personal protective devices will be given for free at the end of the program while supplies last. For those who can't attend in person, you can attend virtually at: <https://meet.goto.com/977657957>.

These programs are funded by the “United We Stand—Missing or Murdered Indigenous Persons” initiative from the South Dakota Humanities Council, an Affiliate of the National Endowment for the Humanities.

10) Environmental Services Department Update

Kyle recently travelled to Washington, D.C. as the Water Utility Chair for the South Dakota Section of the American Water Works Association. The American Water Works Association (AWWA) holds a “Water Matters Fly In” event every year. This year three major topics were discussed.

The first topic was the “polluter pays” principle for Per- and Polyfluorinated Substances (PFAS) clean up. AWWA has been working with Wyoming Senator Lummis (R) on Senate Bill 1430 (Water Systems PFAS Liability Act) and Utah Representative Curtis (R) on a similar bill in the house. The bill protects Utilities from liability related to the cleanup and disposal of PFAS.

The second topic was investment in the nation’s water infrastructure. AWWA is asking for full funding for the Drinking and Clean Water State Revolving Loan Programs at \$3.25 billion each. AWWA does not support the practice of diverting funds from annual State Revolving Fund (SRF) capitalization grants for earmarks. These earmarks reduce the funds available to states. Funds diverted for congressional earmarks do not revolve back into the SRF, and reduce the sustainability of the funds. The National Rural Water Association and the South Dakota Rural Water Association are currently lobbying for several large earmark projects for the State of South Dakota. AWWA supports finding another source for the large earmark projects to protect and maintain the sustainability of the SRF program.

The final topic was building cybersecurity in the water sector. AWWA supports the formation of the Water Risk and Resilience Organization (WRRO) to provide a foundation for implementing cybersecurity requirements, developed collaboratively by the water sector with oversight from the Environmental Protection Agency. This organization is modeled after the North American Electrical

Reliability Corporation which develops cybersecurity requirements for the bulk electrical providers with oversight from the Federal Energy Commission.

Kyle and Ted Lewis from the City of Sioux Falls met with legislative aids and policy advisors from the offices of Representative Johnson, Senator Rounds and Senator Thune while in Washington, D.C.

11) Monthly reports

The Joint Powers monthly report is included for your review.

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

Sincerely,

Amy Leon
City Manager

**CITY OF YANKTON
REVENUES AND EXPENDITURES**

	01JAN2024 31MAR2024	01JAN2023 31MAR2023	YTD 2024	YTD 2023
101 General Fund				
Revenues	2,778,085.76	2,600,365.76	2,778,085.76	2,600,365.76
Expenditures	2,857,870.70	2,407,897.63	2,857,870.70	2,407,897.63
201 Parks				
Revenues	6,984.18	9,214.09	6,984.18	9,214.09
Expenditures	356,674.14	265,106.82	356,674.14	265,106.82
202 Huether Family Aquatics Center				
Revenues	178,933.26	195,480.46	178,933.26	195,480.46
Expenditures	29,206.30	9,902.15	29,206.30	9,902.15
203 Summit Activity Center				
Revenues	92,669.60	95,971.90	92,669.60	95,971.90
Expenditures	160,847.45	115,446.42	160,847.45	115,446.42
204 Marne Creek				
Revenues	(3,784,895.10)	(471,582.18)	(3,784,895.10)	(471,582.18)
Expenditures	20,410.15	155,230.71	20,410.15	155,230.71
205 Casualty Reserve				
Revenues	366.68	312.61	366.68	312.61
Expenditures				
207 Bridge and Street				
Revenues	72.34	1,494.55	72.34	1,494.55
Expenditures	(14,567.80)		(14,567.80)	
208 911/Dispatch				
Revenues	2,166.07	2,335.53	2,166.07	2,335.53
Expenditures	200,390.63	179,832.98	200,390.63	179,832.98
209 Business Improvement District				
Revenues	18,995.76	17,258.72	18,995.76	17,258.72
Expenditures				
211 Lodging Sales Tax				
Revenues	146,600.56	131,370.78	146,600.56	131,370.78
Expenditures	250,140.43	170,189.27	250,140.43	170,189.27
241 Infrastructure Improvement				
Revenue	5,868.07	465.31	5,868.07	465.31
Expenditures				
501-504 Improvements/Capital				
Revenues	83,678.30	(20,890.96)	83,678.30	(20,890.96)
Expenditures	15,342.56	(62,116.27)	15,342.56	(62,116.27)
505 HFAC Construction				
Revenues		17,019.06		17,019.06
Expenditures		2,650.00		2,650.00
506 Special Capital Improvements				
Revenues	1,041,393.42	914,056.50	1,041,393.42	914,056.50
Expenditures	2,079.41	123,867.08	2,079.41	123,867.08
510 TID #5 Menards				
Revenues	23,051.62	11,745.50	23,051.62	11,745.50
Expenditures				
511 TID #6 Westbrook Estates				
Revenues	21,694.30	18,497.89	21,694.30	18,497.89
Expenditures				

CITY OF YANKTON
REVENUES AND EXPENDITURES

	01JAN2024 31MAR2024	01JAN2023 31MAR2023	YTD 2024	YTD 2023
512 TID #7 West 10th Street				
Revenues	8,101.47	3,420.47	8,101.47	3,420.47
Expenditures				
513 TID #8 Westbrook Phase 2				
Revenues	4,391.19	4,638.67	4,391.19	4,638.67
Expenditures				
514 TID #9 Yankton Mall				
Revenues				
Expenditures				
515 TID #11 East Yankton / Gehl				
Revenues	.02		.02	
Expenditures		450.00		450.00
516 TID #12 Mead Property				
Revenues				
Expenditures	47,894.83	118,633.63	47,894.83	118,633.63
601-608 Water				
Revenues	1,683,442.18	1,652,706.02	1,683,442.18	1,652,706.02
Expenditures	2,796,792.71	3,143,410.71	2,796,792.71	3,143,410.71
611-614 Wastewater				
Revenues	120,527.32	(2,743,435.03)	120,527.32	(2,743,435.03)
Expenditures	698,860.23	590,246.75	698,860.23	590,246.75
621 Cemetery				
Revenues	1,529.85	8,449.56	1,529.85	8,449.56
Expenditures		25,250.92		25,250.92
631 Solid Waste Collection				
Revenues	378,068.34	340,030.56	378,068.34	340,030.56
Expenditures	370,949.83	359,450.84	370,949.83	359,450.84
637 Joint Powers Landfill				
Revenues	391,281.44	372,400.12	391,281.44	372,400.12
Expenditures	353,064.15	432,042.85	353,064.15	432,042.85
641 Fox Run Golf Course				
Revenues		1.00		1.00
Expenditures	32,515.46	118,515.53	32,515.46	118,515.53

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	188	185	3	188
○ Adult Annual	91	94	-3	91
○ Adult Annual plus 1	42	40	2	21
○ Adult Annual plus 2	9	9	0	3
○ 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	25	24	1	25
○ Adult EFT plus 1	30	28	2	15
○ 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	134	131	3	134
○ Adult Monthly plus 1	56	56	0	28
○ Adult Monthly plus 2	27	24	3	9
○ Adult Monthly plus 3	12	12	0	3
○ Adult Monthly plus 4	0	5	-5	0
○ Adult Monthly plus 5	6	6	0	1
○ Adult Monthly plus 6	0	0	0	0
○ City of Yankton Single	55	54	1	55
○ Firefighter Single	17	17	0	17
○ 10 Use Punch card	52	50	2	52
○ Radio	41	41	0	41
○ Youth Annual	33	36	-3	33
○ Youth EFT	0	1	-1	0
○ Youth Monthly	62	75	-13	62
Total # of Active Memberships	912	920	-8	785

- 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 – 3,142 (3,142 SAC). Did not have GL numbers at time of this report. Compared to 3,171 (2,182 SAC, 989 GL) in 2023
- Total Cash Revenue at the SAC 4/1-15/24 – \$16,890.09 compared to \$22,886.18 in 2023.
- The Recreation Staff has released the digital summer recreation brochure for 2024. Registration for SAC members begins Monday, April 22, and for non-SAC members on Tuesday, April 23.

Monday, April 1 2024

- **No School Special 1-5pm**
 - Participants – 70 (paid). Members are free.

Saturday, April 6, 2024

- **SAC Library Day Pass Used**
 - 1 Coupon (1 Adult, 3 Kid)

Monday, April 15, 2024

- **SAC Spring Swim Lessons**
 - Participants – 97

April 1-15, 2024

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

Additional Information for Second Half of March:

- **Aqua Zumba**
 - Participation – 46 Participants
- **Barre**
 - Participation – 10 Participants
- **Power Abs**
 - Participation – 75 Participants
- **Power Yoga**
 - Participation – 26 Participants
- **Prime Time Senior Class**
 - Participation – 91 Participants

- **Strength & Flexibility**
 - Participation – 37 Participants
- **Tabata**
 - Participation – 79 Participants
- **Trim & Tone**
 - Participation – 35 Participants
- **Turbo Kick**
 - Participation – 6 Participants
- **Wake UP**
 - Participation – 17 Participants
- **Water Aerobics Classes**
 - Participation – 115 Participants
- **Yoga**
 - Participation – 21 Participants
- **Zumba**
 - Participation – 27 Participants
- **Zumba Gold**
 - Participation – 91 Participants
- **Zumba Toning**
 - Participation – 6 Participants
- **Birthday Party Rentals**
 - Participation – 3 Birthday Parties
- **Private Pool Party Rentals**
 - Hours Rented – 0 Hours
- **Auxiliary/Main Gym Rentals**
 - Hours Rented – 0 Hours
- **Theater Rentals**
 - Hours Rented – 0 Hours
- **Meeting Rooms**
 - Hours Rented – 0 Hours

- **City Hall Rentals**
 - Hours Rented – 1 Hours
- **Capital Building Rentals**
 - Days Rented – 4 dates
- **Park Shelters**
 - Riverside - 0 Rentals
 - Memorial – 0 Rentals
 - Westside – 0 Rental
 - Meridian Bridge – 0 Rental

PARKS

The full-time grounds maintenance position with the Department of Parks has been filled. A start date for the new hire has not been established yet.

The Parks Department has started to prepare The Huether Family Aquatics Center for the 2024 summer season.

The Parks Department will be dismantling two sets of bleachers at Riverside Baseball Stadium and removing them from the facility. The bleachers no longer meet safety standards. Two replacement sets of bleachers have been ordered. Staff will need to assemble the bleachers and install them at Riverside Baseball stadium once they are delivered.

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 start to turn on water in the parks system sometime in April.

The Parks staff have been trimming trees in the parks.

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

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

Joint Powers Solid Waste Authority
Financial Report Thru March 31, 2024

Description	Yankton Transfer	Vermillion Landfill	Total Joint	3 Month Budget	Legal 2024 Budget
Joint Power Transfer/Landfill					
<i>Total Revenue</i>	\$391,281.44	\$227,151.49	\$618,432.93	\$594,550.00	\$2,378,200.00
<i>Expenses:</i>					
Personal Services	97,027.32	117,685.46	214,712.78	220,467.50	881,870.00
Operating Expenses	87,887.46	154,212.46	242,099.92	252,096.50	1,008,386.00
Depreciation (est)	49,637.37	70,464.00	120,101.37	114,049.00	456,196.00
Trench Depletion	0.00	46,387.25	46,387.25	57,500.00	230,000.00
Closure/Postclosure Resrv	0.00	2,831.94	2,831.94	7,000.00	28,000.00
Amortization of Permit	0.00	455.71	455.71	500.00	2,000.00
<i>Total Operating Expenses</i>	234,552.15	392,036.82	626,588.97	651,613.00	2,606,452.00
<i>Non Operating Expense-Interest</i>	0.00	13,584.18	13,584.18	18,365.25	73,461.00
<i>Landfill Operating Income</i>	156,729.29	(178,469.51)	(21,740.22)	(75,428.25)	(301,713.00)
Joint Recycling Center					
<i>Total Revenue</i>	0.00	15,741.10	15,741.10	23,500.00	94,000.00
<i>Expenses:</i>					
Personal Services	0.00	70,563.07	70,563.07	69,257.00	277,028.00
Operating Expenses	0.00	15,232.23	15,232.23	37,687.50	150,750.00
Depreciation (est)	0.00	12,516.00	12,516.00	12,750.00	51,000.00
<i>Total Operating Expenses</i>	0.00	98,311.30	98,311.30	119,694.50	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	(82,570.20)	(82,570.20)	(96,194.50)	(384,778.00)
<i>Total Operating Income</i>	\$156,729.29	(\$261,039.71)	(\$104,310.42)	(\$171,622.75)	(\$686,491.00)
Tonage in Trench:	<u>3/31/2023</u>	<u>3/31/2024</u>			
Asbestos	10.42	9.78	9.78	12.50	50.00
Centerville	93.81	67.94	67.94	275.00	1,100.00
Clay County Garbage	3,442.20	3,365.02	3,365.02	3,625.00	14,500.00
Elk Point	266.08	253.86	253.86	65.00	260.00
Yankton County Garbage	5,189.35	5,743.20	5,743.20	5,975.00	23,900.00
<i>Total Tonage in Trench</i>	9,001.86	9,439.80	9,439.80	9,952.50	39,810.00
Operating Cost per ton			\$66.38	\$67.32	\$67.32

This report is based on the following:

Revenue accrual thru March 31, 2024

Expenses cash thru March 31, 2024 with April bills

Joint Powers Solid Waste Authority
Financial Report Thru March 31, 2024

Description	Yankton Transfer	Vermillion Landfill	Total Joint	3 Month Budget	Legal 2024 Budget
Source of Funds					
<i>Beginning Balance</i>	(\$501,467.00)	\$3,438,598.00	\$2,937,131.00	\$2,937,131.00	\$2,937,131.00
<i>Operating Revenue:</i>					
Net Income	156,729.29	(261,039.71)	(104,310.42)	(171,622.75)	(686,491.00)
Depreciation	49,637.37	82,980.00	132,617.37	126,799.00	507,196.00
Trench Depletion	0.00	46,387.25	46,387.25	57,500.00	230,000.00
Amortization of Permit	0.00	455.71	455.71	500.00	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	1,250.00	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	26,389.38	26,389.38	6,250.00	25,000.00
<i>Cash Flow Transfer:</i>					
Joint Power Transfer/Landfill	(191,461.14)	191,461.14	0.00	435,000.00	1,740,000.00
Joint Recycling Center	0.00	0.00	0.00	0.00	0.00
Total Funds Available	(486,561.48)	3,525,231.77	3,038,670.29	3,392,807.25	4,759,836.00
Application of Funds Available					
<i>Joint Power Transfer/Landfill</i>					
Equipment	0.00	7,419.00	7,419.00	262,250.00	1,049,000.00
Trench	0.00	0.00	0.00	0.00	0.00
Closure/Postclosure Cash Res.	0.00	2,831.94	2,831.94	7,000.00	28,000.00
<i>Joint Recycling Center</i>					
Equipment	0.00	0.00	0.00	14,250.00	57,000.00
<i>Payment Principal</i>	0.00	49,255.41	49,255.41	64,692.75	258,771.00
<i>Appropriation to Reserve</i>	0.00	0.00	0.00	0.00	0.00
Total Applied	0.00	59,506.35	59,506.35	348,192.75	1,392,771.00
Ending Balance	(\$486,561.48)	\$3,465,725.42	\$2,979,163.94	\$3,044,614.50	\$3,367,065.00

Joint Power Transfer/Landfill Description	Yankton Transfer	Vermillion Landfill	Total Joint	3 Month Budget	Legal 2024 Budget
<i>Revenue: (accrual)</i>					
Asbestos	\$0.00	\$635.70	\$635.70	\$1,500.00	\$6,000.00
Elk Point	0.00	14,089.29	14,089.29	15,000.00	\$60,000.00
Centerville	0.00	3,770.72	3,770.72	3,500.00	14,000.00
Beresford	0.00	0.00	0.00	0.00	0.00
Clay County Garbage	0.00	192,843.60	192,843.60	211,250.00	845,000.00
Compost-Yd Waste-Wood	0.00	4,624.23	4,624.23	2,375.00	9,500.00
Contaminated Soil	0.00	241.70	241.70	1,875.00	7,500.00
White Goods	0.00	281.26	281.26	1,500.00	6,000.00
Tires	0.00	2,903.59	2,903.59	3,000.00	12,000.00
Electronics	0.00	261.40	261.40	1,500.00	6,000.00
Other Revenue	1,754.58	7,500.00	9,254.58	1,275.00	5,100.00
Cash long	0.00	0.00	0.00	0.00	0.00
Rubble	13,618.05	0.00	13,618.05	13,000.00	52,000.00
Transfer Fees	372,220.18	0.00	372,220.18	337,500.00	1,350,000.00
Metal	3,690.76	0.00	3,690.76	1,250.00	5,000.00
Other Operational - Solid Waste	(2.13)	0.00	(2.13)	25.00	100.00
Total Revenue	391,281.44	227,151.49	618,432.93	594,550.00	2,378,200.00
<i>Expenses: (cash)</i>					
Personal Services	97,027.32	117,685.46	214,712.78	220,467.50	881,870.00
Insurance	19,243.08	0.00	19,243.08	8,965.25	35,861.00
Professional Service/Fees	15,322.32	7,597.49	22,919.81	28,750.00	115,000.00
Non Professional Fees	0.00	0.00	0.00	0.00	0.00
Processing- Reduction	0.00	7,725.70	7,725.70	5,000.00	20,000.00
State Fees	0.00	9,439.80	9,439.80	11,750.00	47,000.00
Professional - Legal/Audit	1,287.90	0.00	1,287.90	687.50	2,750.00
Publishing & Advertising	0.00	0.00	0.00	700.00	2,800.00
Rental	0.00	0.00	0.00	125.00	500.00
Hauling fee	0.00	0.00	0.00	0.00	0.00
Equipment repair	976.79	61,037.08	62,013.87	17,750.00	71,000.00
Motor vehicle repair	0.00	(666.57)	(666.57)	6,250.00	25,000.00
Vehicle fuel & maintenance	21,803.66	10,602.11	32,405.77	68,750.00	275,000.00
Equip, Mat'l & Labor	13,110.92	0.00	13,110.92	16,250.00	65,000.00
Building repair	5,368.04	105.20	5,473.24	6,000.00	24,000.00
Facility repair & maintenance	0.00	7,281.17	7,281.17	8,750.00	35,000.00
Postage	176.81	4.64	181.45	212.50	850.00
Office supplies	108.34	170.70	279.04	875.00	3,500.00
Copy supplies	0.00	60.99	60.99	93.75	375.00
Uniforms	235.92	564.57	800.49	1,875.00	7,500.00
Small Tools & Hardware	368.51	0.00	368.51	62.50	250.00
Travel & Training	0.00	499.74	499.74	1,125.00	4,500.00
Operating supply	1,160.95	36,174.84	37,335.79	45,650.00	182,600.00
Electricity	2,363.53	3,897.82	6,261.35	7,750.00	31,000.00
Heating Fuel - Gas	5,516.04	8,610.35	14,126.39	12,250.00	49,000.00
Water	451.56	184.80	636.36	1,025.00	4,100.00
WW service	183.84	0.00	183.84	425.00	1,700.00
Landfill	78.00	0.00	78.00	100.00	400.00
Telephone	131.25	922.03	1,053.28	925.00	3,700.00
Depreciation (est)	49,637.37	70,464.00	120,101.37	114,049.00	456,196.00
Trench Depletion		46,387.25	46,387.25	57,500.00	230,000.00
Closure/Postclosure Resrv		2,831.94	2,831.94	7,000.00	28,000.00
Amortization of Permit		455.71	455.71	500.00	2,000.00
Total Op Expenses	234,552.15	392,036.82	626,588.97	651,613.00	2,606,452.00

Joint Powers Solid Waste Authority
Financial Report Thru March 31, 2024

Joint Power Transfer/Landfill Description	Yankton Transfer	Vermillion Landfill	Total Joint	3 Month Budget	Legal 2024 Budget
<i>Non Operating Expense-Interest</i>	0.00	13,584.18	13,584.18	18,365.25	73,461.00
<i>Bond Issuance Costs</i>	0.00	0.00	\$0.00	0.00	0.00
<i>Operating Income (Loss)</i>	\$156,729.29	(\$178,469.51)	(\$21,740.22)	(\$75,428.25)	(\$301,713.00)
<i>Capital:</i>					
Capital Outlay	\$0.00	\$7,419.00	\$7,419.00	\$262,250.00	\$1,049,000.00
Landfill Development	0.00	0.00	0.00	18,500.00	\$74,000.00
Capital Lease	0.00	0.00	0.00	0.00	\$0.00
<i>Total Capital Expenditures</i>	\$0.00	\$7,419.00	\$7,419.00	\$280,750.00	\$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>	(\$191,461.14)	\$191,461.14	\$0.00	\$0.00	\$0.00
<i>Tonage in Trench:</i>					
Asbestos		9.78	9.78	12.50	50.00
Centerville Garbage		67.94	67.94	275.00	1,100.00
Clay County Garbage		3,365.02	3,365.02	3,625.00	14,500.00
Elk Point		253.86	253.86	65.00	260.00
Yankton County Garbage		5,743.20	5,743.20	5,975.00	23,900.00
<i>Total Tonage in Trench</i>		9,439.80	9,439.80	9,952.50	39,810.00
Operating Cost per ton			\$66.38	\$67.32	\$67.32

Joint Recycling Center Description	Yankton Transfer	Vermillion Center	Total Joint	3 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	1,000.00	4,000.00
Plastic	0.00	0.00	0.00	3,750.00	15,000.00
Aluminum	0.00	0.00	0.00	4,000.00	16,000.00
Newsprint	0.00	0.00	0.00	2,250.00	9,000.00
Cardboard	0.00	15,171.70	15,171.70	11,250.00	45,000.00
High Grade Paper	0.00	569.40	569.40	750.00	3,000.00
Other Material	0.00	0.00	0.00	500.00	2,000.00
Contributions/Operating Grants	0.00	0.00	0.00	0.00	0.00
Total Revenue	0.00	15,741.10	15,741.10	23,500.00	94,000.00
<i>Expenses:</i>					
Personal Services	0.00	70,563.07	70,563.07	69,257.00	277,028.00
Insurance	0.00	0.00	0.00	600.00	2,400.00
Professional Service/Fees	0.00	723.84	723.84	125.00	500.00
Hazardous Waste Collection	0.00	0.00	0.00	15,000.00	60,000.00
Professional-Legal	0.00	0.00	0.00	0.00	0.00
Publishing & Advertising	0.00	35.95	35.95	375.00	1,500.00
Rental	0.00	0.00	0.00	0.00	0.00
Equipment repair	0.00	3,081.90	3,081.90	2,375.00	9,500.00
Vehicle repair & maintenance	0.00	0.00	0.00	200.00	800.00
Vehicle fuel	0.00	943.18	943.18	1,500.00	6,000.00
Building repair & maintenance	0.00	918.00	918.00	2,000.00	8,000.00
Postage	0.00	1.16	1.16	12.50	50.00
Freight	0.00	2,590.00	2,590.00	4,625.00	18,500.00
Office supplies	0.00	0.00	0.00	250.00	1,000.00
Uniforms	0.00	37.97	37.97	187.50	750.00
Materials Purchases	0.00	128.00	128.00	1,125.00	4,500.00
Travel & Training	0.00	666.32	666.32	500.00	2,000.00
Operating Supplies	0.00	0.00	0.00	2,500.00	10,000.00
Copy Supply	0.00	85.64	85.64	50.00	200.00
Electricity	0.00	1,237.74	1,237.74	1,625.00	6,500.00
Heating Fuel-Gas	0.00	2,418.28	2,418.28	1,750.00	7,000.00
Water	0.00	94.66	94.66	162.50	650.00
WW service	0.00	594.70	594.70	300.00	1,200.00
Telephone	0.00	32.00	32.00	250.00	1,000.00
Revenue Sharing	0.00	1,642.89	1,642.89	2,175.00	8,700.00
Depreciation (est)	0.00	12,516.00	12,516.00	12,750.00	51,000.00
Total Op Expenses	0.00	98,311.30	98,311.30	119,694.50	478,778.00
<i>Non Operating Expense-Interest</i>	0.00	0.00	0.00	0.00	0.00
Operating Income (Loss)	\$0.00	(\$82,570.20)	(\$82,570.20)	(\$96,194.50)	(\$384,778.00)
Capital Outlay	\$0.00	\$0.00	\$0.00	\$14,250.00	\$57,000.00
Grant Reimbursement/Donations	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Cash Flow Transfer	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

This report is based on the following:

Revenue accrual thru March 31, 2024

Expenses cash thru March 31, 2024 with April 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
March	19,675.56	(118,222.42)	(98,546.86)	3,280.82	97.61	0.00	(37,400.72)	(37,400.72)	19,675.56	(155,623.14)	(135,947.58)
Subtotal	154,974.71	(164,885.33)	(9,910.62)	9,439.80	66.38	0.00	(82,570.20)	(82,570.20)	154,974.71	(247,455.53)	(92,480.82)

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	245.70	583.40	536.51	60.61	39.21	1,219.73	529.84	1,995.27
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	753.54	1,650.09	1,542.60	153.23	111.39	3,457.31	1,420.36	5,631.21
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 VERMILLION

LANDFILL TONS

	2024	City of Elk Point	Fischer Disposal	Loren Fischer	Herm's Sanitation	Turner County	Vermillion Garbage	Waste Mgmt of Sioux City	Other	Total Tons
\$55.50 PER TON	Jan	81.88	201.21	482.08	56.79	19.41	66.42	148.92	93.76	1150.47
	Feb	90.60	181.70	449.03	50.63	20.92	81.63	200.57	160.24	1235.32
	Mar	81.38	166.92	507.27	56.94	27.61	70.04	169.97	230.68	1310.81
	April									0.00
	May									0.00
	June									0.00
	July									0.00
	Aug									0.00
	Sept									0.00
	Oct									0.00
	Nov									0.00
	Dec									0.00
		253.86	549.83	1438.38	164.36	67.94	218.09	519.46	484.68	3696.60

	2023	Art's Garbage	City of Elk Point	Fischer Disposal	Loren Fischer	Herm's Sanitation	Turner County	Vermillion Garbage	Waste Mgmt of Sioux City	Other	2023 Tons
\$55.50 PER TON	Jan	-	94.06	208.46	477.13	49.46	38.28	58.77	225.10	104.42	1255.68
	Feb	-	79.40	181.63	355.54	30.66	19.69	60.18	210.63	224.63	1162.36
	Mar	-	92.62	214.46	498.46	43.52	35.84	68.96	240.13	200.48	1394.47
	April	-	90.55	216.86	514.73	52.34	35.71	67.55	228.19	262.65	1468.58
	May	-	110.60	256.07	1,092.82	64.25	35.30	83.23	215.79	391.71	2249.77
	June	-	97.63	216.71	749.13	47.98	35.23	67.22	202.52	427.14	1843.56
	July	-	101.18	212.76	749.20	47.55	28.36	76.21	200.25	518.11	1933.62
	Aug	-	102.06	237.18	689.62	68.39	27.64	84.25	250.54	507.77	1967.45
	Sept	-	101.54	226.61	571.56	56.40	22.91	89.83	224.29	320.80	1613.94
	Oct	-	107.88	226.15	652.81	68.99	46.97	71.02	157.19	264.45	1595.46
	Nov	-	90.37	221.31	546.03	66.07	36.37	67.35	215.68	220.89	1464.07
	Dec	-	91.78	183.96	500.20	61.17	13.09	77.09	154.86	117.45	1199.60
		0.00	1159.67	2602.16	7397.23	656.78	375.39	871.66	2525.17	3560.50	19148.56

NOTICE OF HEARING UPON APPLICATIONS FOR SALE OF ALCOHOLIC BEVERAGES

NOTICE IS HEREBY GIVEN THAT the Board of City Commissioners will hear and consider the applications listed below for the 2024-2025 Malt Beverages & SD Farm Wine Licenses at their regular session on Monday, May 13, 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.

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

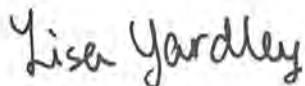
MG Oil Company dba 777 Casino & Liquor, 901 Broadway Suite A
 MG Oil Company dba 777 Casino & Liquor, 901 Broadway Suite B
 MG Oil Company dba 777 Casino & Liquor, 901 Broadway Suite C
 Angelas La Mexicana, LLC dba Angelas La Mexicana Hispanic Market, 401 Picotte
 Five Futures, LLC dba The Boat House, 301 E. 3rd St.
 Hanten, Inc. dba Ben's Brewing Company, 222 W. 3rd
 Hanten, Inc. dba Ben's Brewing Co, 719 Walnut
 Boomers, Inc. dba Boomers Lounge, 100 E. 3rd
 DBC, LLC dba Bro Burger Bar, 2101 Broadway Suite 40
 Casey's Retail Company dba Casey's General Store #2268, 1000 Broadway
 Casey's Retail Company dba Casey's General Store #2260, 608 E. 8th
 Casey's Retail Company dba Casey's General Store #3855, 2300 Broadway
 I & E, LLC dba Chaparros Tacos, 100 E. 4th
 Chuck Stop, LLC dba Charlie's Pizza, 804 Summit
 Chuck Stop, LLC dba Chuck Stop, 800 Summit
 Lady Bird, Inc. dba The Cockatoo Bar & Zebra Club, 106 E. 3rd St Ste B
 Cork 'N Bottle, Inc. dba Cork 'N Bottle, 1500 Broadway
 Diggers, Inc. dba Diggers Casino, 2020 Elm Suite 7
 Diggers, Inc. dba Diggers 2.0, 511 West 4th Suite B
 East Eight, LLC dba Econolodge, 611 W. 23rd
 El Tapatio Family Mexican Restaurant, Inc. dba El Tapatio Family Mexican Restaurant, 2502 Fox Run
 Matthew Evans dba Event Central, 2101 Broadway
 6th Meridian, LLC dba Farm House Food Co / Counterfeit Catering, 2503 Fox Run Suite 1
 GL Management, LLC dba Fox Run Golf Course, 600 W. 27th St.
 Diggers, Inc. dba The Fox Den, 511 W 4th Suite C
 The Fox Stop, Inc. dba The Fox Stop, 1316 W. 30th
 Diggers, Inc. dba Goldrush, 2020 Elm St. Suite 7B
 ABG Ventures, LLC dba Happy Hourz, 311 Douglas
 SYMS, LLC dba Holiday Inn Express Hotel & Suites, 2607 Broadway
 Hy-Vee Inc. dba Hy-Vee Fast and Fresh, 2110 Broadway
 TC Corner, LLC dba JR's Oasis, 2404 E. Hwy 50
 King Buffet Mongolian Grill Restaurant, Inc. dba King Buffet Mongolian Grill, 3013 N. Broadway, Suite 5
 San Jose, Inc. dba Mexico Viejo, 1809 Broadway
 The Mint Yankton, LLC dba The Mint, 318 Douglas
 P & P Lottery Enterprises, LLC dba Pin-ups Casino & Gaming Lounge #2, 3010 Broadway Ste 2

____ Voice Vote

P & P Lottery Enterprises, LLC dba Pin-ups Casino & Gaming Lounge #3, 3010 Broadway Ste 3
P & P Lottery Enterprises, LLC dba Pin-ups Casino & Gaming Lounge #4, 3010 Broadway Ste 4
P & P Lottery Enterprises, LLC dba Pin-ups Casino & Gaming Lounge #5, 3010 Broadway Room 5
P & P Lottery Enterprises, LLC dba Pin-ups Casino & Gaming Lounge #6, 3010 Broadway Room 6
Annis Properties, Inc. dba Patriot Express, 2217 Broadway
Annis Properties, Inc. dba Prairie Pumper, 909 Broadway
Pump N Stuff Yankton, Inc. dba Pump N Stuff, 215 W. 2nd
Pump N Stuff Yankton, Inc. dba Pump N Stuff, 215 W. 2nd Suite 2
Pure Ice Partners, LLC dba Pure Ice Company, 101 Capital
Yankton Morning Optimist, Inc. dba Riverside Baseball Park, 200 Levee
Zaccon, Inc. dba Roadrunner Convenience Mart, 300 W. 23rd Suite 1
JoAnne D. Selves dba Selves Concessions, Sertoma Park, 15th & Ferdig St.
Diggers, Inc. dba Smokey Hollow, 511 W. 4th Suite A
Morgen, LLC dba South Point Gaming Lounge, 1101 Broadway Suite 107A
Morgen, LLC dba South Point Gaming Lounge, 1101 Broadway Suite 107B
Morgen, LLC dba South Point Gaming Lounge, 1101 Broadway Suite 111A
Morgen, LLC dba South Point Gaming Lounge, 1101 Broadway Suite 111C
Tokyo Japanese Cuisine of Yankton, Inc., 2007 Broadway Suite J
Yankton Convenience, Inc. dba Total Stop Convenience Store #6112, 700 E. 4th St.
Gerstner Oil Co, Inc. dba Triple Time Rudys, 1606 Broadway
MG Oil dba Upperdeck, 315 Broadway Suite B
Shree LLC dba Vape God 2, 821 Broadway Ste 2
Shree LLC dba Vape God 3, 821 Broadway Ste 3
Walgreen Co. dba Walgreens #09806, 2020 Broadway
Walnut Tavern, Inc. dba Walnut Tavern, 100 W. 3rd St.
Willa B's LLC, 114 Douglas Suite 2
Yankton Missouri River Kampground, LLC dba Yankton Missouri River KOA, 807 Bill Baggs

NOTICE IS FURTHER GIVEN THAT any person, persons or their attorney may appear at said scheduled public hearing and present objections, if any objections there be.

Dated at Yankton, South Dakota, this
22nd day of April, 2024



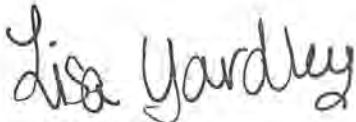
Lisa Yardley
Finance Officer

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 On-sale Malt Beverage Retailers License and a Special On-sale Wine Retailers License for 1 day, May 18, 2024, from The Center, 900 Whiting Drive.

NOTICE IS FURTHER GIVEN that a public hearing on the application will be held on Monday, May 13, 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 22nd day of April, 2024.



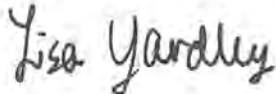
Lisa Yardley
FINANCE OFFICER

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 On-sale Malt Beverage Retailers License and a Special On-sale Wine Retailers License for 1 day, July 19, 2024, from The Center, 900 Whiting Drive.

NOTICE IS FURTHER GIVEN that a public hearing on the application will be held on Monday, May 13, 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 22nd day of April, 2024.



Lisa Yardley
FINANCE OFFICER

Memorandum #24-99

To: Yankton Board of City Commissioners
From: Jean Barkley, City Manager Assistant
Subject: Correct Typographical Error on April 8, 2024 Agenda
Date: April 15, 2024

During the April 8, 2024 City Commission meeting, a memorandum for the Terminal Apron Reconstruction Design Grant Application was approved by the Commission. Unfortunately, a clerical error had been made on the memorandum number.

The memorandum number approving this grant application was listed as Memorandum #24-27. However, this memorandum number had already been assigned earlier this year.

1. Terminal Apron Reconstruction Design Grant Application

Consideration of Memorandum #24-27 authorizing the City Manager to sign and execute the 2024 FAA BIL-AIG Grant Application AIP #3-46-0062-039-2024 which would also authorize the City Manager to sign and execute the Agreement for Professional Services with KLJ Engineering LLC for the Terminal Apron Reconstruction Design Project at Chan Gurney Municipal Airport.

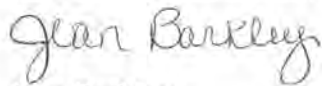
Attachment IV-1

The correct memorandum number that was assigned for the approval of the Terminal Apron Reconstruction Design Grant Application is **Memorandum #24-77**.

The City Commission must authorize this change to the public record.

I apologize for this oversight.

Respectfully submitted,



Jean Barkley
City Manager's Assistant

Recommendation: It is recommended that the City Commission approve Memorandum #24-99.

Memorandum #24-93

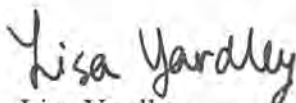
To: City Manager
From: Finance Department
Date: April 22, 2024
Subject: Special Events Alcoholic Beverage License
Applicant: The Center

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 and a Special On-sale Wine Retailers License for one day, May 4, 2024, from The Center, 900 Whiting Drive, Yankton, South Dakota. The event will take place at The Center, 900 Whiting Drive, 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 #24-94

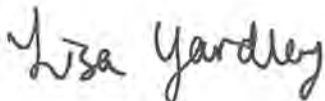
To: City Manager
From: Finance Department
Date: April 22, 2024
Subject: Special Events Alcoholic Beverage License
Applicant: RB Grillhouse and Sports Bar

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 Liquor License for one day, May 4, 2024, from RB Grillhouse and Sports Bar, 2901 Broadway Ave., Yankton, South Dakota. The event will take place at the NFAA Easton Yankton Archery Center, 800 Archery Lane, 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 #24-95

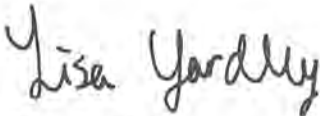
To: City Manager
From: Finance Department
Date: April 22, 2024
Subject: Special Events Alcoholic Beverage License
Applicant: Yankton Rodeo Association, Inc.

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 one day, August 17, 2024, from Yankton Rodeo Association, Inc., 43371 310th St., Yankton, South Dakota. The event will take place at: the Rodeo Grounds, 404 Paddle Wheel Drive, 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 #24-98

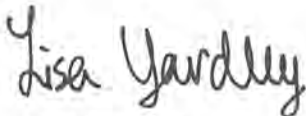
To: City Manager
From: Finance Department
Date: April 22, 2024
Subject: Special Events Alcoholic Beverage License
Applicant: Mount Marty University – Fresh Ideas

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 and a Special On-sale Wine Retailers License for one day, May 28, 2024, from Mount Marty University – Fresh Ideas, 1105 W 8th Street, Yankton, South Dakota. The event will take place at 1105 W 8th Street, 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

Memorandum #24-96

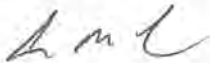
To: Yankton Board of City Commissioners
From: Amy Leon, City Manager
Subject: Strategic Planning Consultant Recommendation
Date: April 15, 2024

Attached is a proposal from RDG Planning and Design for a Strategic Planning Process. As you are aware, the Commission recently awarded RDG with the contract for the creation of a new Comprehensive Plan. This Strategic Planning process would be for additional services that would build off the projects and initiatives identified during the Comprehensive Planning process. The process would follow a similar model to the one used a few years ago for strategic planning. There would be staff and commission workshops and the creation of the new Strategic Plan.

The strategic planning process wouldn't begin until at or near the end of the Comprehensive Planning process. This timing and the use of the same consulting partner in the process will provide us with a unique opportunity for cohesiveness between the two planning efforts. That should be a tremendous benefit to the community through the implementation of both plans for years to come.

We were fortunate that the Comprehensive Plan contract came in under budget by \$25,000. That allows us to also include this planning agreement for additional services for \$15,000 without having to budget separately for the service.

Respectfully submitted,



Amy Leon
City Manager

Recommendation: It is recommended that the City Commission retain RDG Planning and Design for the Strategic Planning process as described in the associated agreement.

April 17, 2024

Dave Mingo
City of Yankton, SD
416 Walnut Street
Yankton, SD 57078

RE: Yankton Comprehensive Plan Update – Additional Services
RDG Planning & Design

Dear Dave,

We are pleased to once again assist the City of Yankton with the Yankton Strategic Plan. We propose the update of the Strategic Plan as part of the City's Comprehensive Plan process and the following scope of work, fee, and schedule for the additional services.

- 1) Scope of Work – Update of the Strategic Plan in March of 2025 or right before the presentation of the Comprehensive Plan to the public at the Community Open Houses. The update of the Strategic Plan would involve the following four tasks.
 - i) **Task 1: Staff Workshop.** Similar to the previous Strategic Plan process, a one-day workshop will be held with Staff to identify priorities. The information gathered during the Comprehensive Plan will be reviewed and gaps identified. Gap identification will specifically focus on those projects and initiatives that may be less public facing. From this work, priorities will be identified.
 - ii) **Task 2: City Commission Workshop.** The workshop with the Commission will begin with a review and assessment of the existing Mission, Values, and Trends Driving Decisions. Building on the Comprehensive Plan and the work done by Staff, priority initiatives will be identified for the near term and the next three to five years.
 - iii) **Task 3: Draft Strategic Plan.** Using the discussion and priorities identified in the workshops, the RDG team will develop a draft Strategic Plan for city leadership to review.
 - iv) **Task 4: Refinement and Delivery of Final Strategic Plan.** RDG will refine the draft into a final Strategic Plan as a two-sided placemat format.
- 2) Fee and Schedule:
 - a. Fee: We propose to bill hourly, with total compensation not to exceed \$15,000 without your written authorization. We will provide a digital copy of the final report. Payment for services shall be made monthly for services performed. Invoices will be accompanied by a detailed report of hours.
 - b. Completion: Upon notice to proceed, the services will be completed within 90 days.

If acceptable, please sign one copy of this letter and return to me for our files.

Very truly yours,

RDG Planning & Design



Amy A. Haase
Principal

Accepted by:

Stephanie Moser, Mayor

AH



Memorandum #24-97

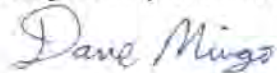
To: Amy Leon, City Manager
 From: Dave Mingo, AICP Community and Economic Development Director
 Subject: Agreement for Public Improvements with the Stencil Group (Gurney Flats)
 Date: April 16, 2024

The South Dakota Housing Development Authority (SDHA) has a number of reporting requirements associated with the use of their resources. The timing of some of those report or document submittals doesn't mesh with the timing of how many projects occur in the field. For example, the City is asked to "accept" public improvements prior to their installation which is not possible. With Stencil's Gurney Flats project, the water and sewer connections in public right of way will be some of the last components of the project to be completed.

The attached "Agreement for Public Improvements" was created by Toby Morris, our Tax Increment District (TID) advisor to address the timing issue. It is common for SDHA resources to be involved with projects where we have created TID's so Mr. Morris' involvement is much appreciated. The easiest way to explain what's covered in the agreement is that it references things that we already have covered in City codes. The agreement just does it in a way that works for SDHA's reporting requirements. The agreement does not obligate the City in any way financially.

This issue is not specific to Yankton so this agreement will be the template used statewide. The Commission can expect to see one of these agreements for each previously approved project (like Gurney Flats) and future projects that utilize SDHA resources.

Respectfully submitted,

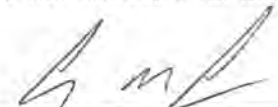


Dave Mingo, AICP
 Community and Economic Development Director

Recommendation: It is recommended that the Board of City Commissioners approve Memorandum #24-97 and further authorize the City Manager to execute the Agreement for Public Improvements.

I concur with this recommendation.

I do not concur with this recommendation.



Amy Leon, City Manager

Roll Call

AGREEMENT FOR PUBLIC IMPROVEMENTS

THIS AGREEMENT FOR PUBLIC IMPROVEMENTS (the "Agreement") is made and entered into this 11th day of April, 2024 by and between the City of Yankton, a municipal corporation of the State of South Dakota whose address is 416 Walnut Street, Yankton, SD 57078 (the "City"), and Stencil Group II, LLC, a South Dakota limited liability company, 6245 Pinnacle Place, Suite 203, Sioux Falls, SD 57108 (hereinafter, "Developer" or "Owner").

WHEREAS, the Developer owns certain real property within the City of Yankton and more specifically described in Exhibit A attached hereto and incorporated herein by this reference, (the "Property");

WHEREAS, the Developer intends to construct 104 multifamily affordable housing units, the effect of which will directly impact and generate the need for on-site and off-site improvements;

WHEREAS, the Developer acknowledges that the public infrastructure improvements (also referred to as the "Improvements") required herein are reasonably attributable to the special impacts that will be generated by the proposed uses of the Property and that the terms and conditions set forth in this agreement are reasonable, necessary and appropriate; and

WHEREAS, the City has the authority to regulate the subdivision of land within its jurisdiction pursuant to SDCL 11-6-27; and

WHEREAS, pursuant to its statutorily authorized authority, the City has enacted ordinances which require the Developer to construct and/or install certain Improvements necessitated by subdivision and/or development of the Property.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree as follows:

I. IMPROVEMENTS REQUIRED

A. The Developer shall provide for the construction/installation of the Improvements or other performance requirements set forth in Exhibit B as follows:

1. Exhibit B, attached hereto and incorporated herein by this reference, contains all required Improvements related to the proposed subdivision covered by this agreement.
2. Exhibit B includes a description of Improvements and a schedule of the estimated costs of the Improvements to be accepted by the City.
3. Exhibit B provides for surety estimates only and shall not be used to establish construction standards or specifications. If there is a conflict between Exhibit B and the construction plans approved by the City, the approved plans shall govern.

B. The Developer shall, at its sole expense, design, construct and install the Improvements for initial acceptance as provided in Section V herein ("Initial Acceptance") and shall repair the Improvements as necessary until final acceptance by the City as provided in Section VI herein ("Final Acceptance").

C. Engineering Construction Plans for public right-of way and/or or public improvements must be approved by the City prior to construction, or installation of the Improvements.

AGREEMENT FOR PUBLIC IMPROVEMENTS

D. If the City is required to use the Infrastructure Security or the Infrastructure Warranty to construct any of the Improvements contemplated by this agreement, it is understood by the parties that the surety can be used to cover any additional engineering, surveying, testing or other professional services costs necessarily incurred in completing the Improvements.

II. CONSTRUCTION PHASING

The Developer may divide the required Improvements contemplated by this agreement into three (3) construction phases. Phasing of the Improvements shall be permitted subject to the terms and conditions of this agreement. The Developer, at its discretion, may modify the sequence of the phase of construction if approved administratively by the City Engineer.

III. SECURITY FOR CONSTRUCTION/INSTALLATION OF IMPROVEMENTS

A. Prior to filing of a final plat, the Developer shall provide to the City cash-in-lieu of bond, an irrevocable letter of credit, or a performance surety bond payable to the City to secure completion of the Improvements contemplated by this agreement (the "Infrastructure Security"). The Developer shall not be required to post the Infrastructure Security required by this section for any Improvements which have been completed and for which Initial Acceptance by the City has been obtained. Upon completion and Initial Acceptance of any phase, the Developer may provide the City with an updated cost estimate of the remaining improvements and have its surety reduced to reflect the value of the outstanding Improvements. If the Developer is providing cash-in-lieu or a irrevocable letter of credit, the amount of the surety shall be equal to one hundred fifteen percent (115%) of the estimated cost of the Improvements. A bond or letter of credit shall be valid until Initial Acceptance. The Developer shall obtain Initial Acceptance of the improvements contemplated in this agreement at least six (6) months before the expiration of any instrument provided under this section. If the Developer fails to do so, the City may draw on the instrument and complete the improvements or may require that the Developer extend the expiration date of the original surety or provide a new surety to replace the original instrument. If a letter of credit is provided, it shall be drawn on a local South Dakota institution, or if issued by an out of state financial institution, one that has been approved by the City Attorney's Office.

B. Upon issuance of the letter of Initial Acceptance described in Section V(D), the City shall release the Infrastructure Security so long as all releases of any mechanic's liens have been filed with respect to the project and an acceptable Warranty Security as provided in Section IV of this agreement has been executed and delivered to the City.

C. Developer Default.

1. In the event Developer fails to obtain Initial Acceptance within the time frame outlined in this agreement, subject to any timeframe adjustments agreed upon by the City and the Developer, the City may use the Infrastructure Security and apply such funds to completion of the Improvements.

2. In the event of a default, the City will provide the Developer written notice of such default at its last known address by first class mail. The Developer shall have ninety (90) days from the written notice of default to cure such default.

3. The City shall refund any Infrastructure Security not applied to completion of the Improvements within 60 days of accepting the Improvements constructed with the Infrastructure

AGREEMENT FOR PUBLIC IMPROVEMENTS

Security. Any remaining funds will be returned to the bank or surety, or in the case of cash in lieu of a surety, to the Developer.

4. The method and manner in which the City elects to construct or install the Improvements shall be consistent with the plans previously approved by the City; provided, that nothing herein shall obligate the City to install or complete the Improvements and nothing herein shall prevent, prohibit or limit the remedies available to the City to enforce the obligations of this agreement.

IV. WARRANTY

A. Developer hereby warrants the Improvements to be constructed pursuant to this agreement will be free from defects, including, but not limited to, defects of materials, workmanship and design and that the Improvements otherwise fully comply with all applicable City standards and specifications per the approved plans. The warranty period begins to run at Initial Acceptance of the Improvements per Section V(D) of this agreement.

B. Prior to Initial Acceptance of the Improvements, Developer shall execute and deliver to the City a warranty performance guarantee equal to ten percent (10%) of the total estimated cost of the Improvements (the "Infrastructure Warranty"). The City agrees to work with the Developer to either reduce, or convert the Infrastructure Security to cover the Warranty Period if the Developer so desires.

C. The Infrastructure Warranty shall be in the form of an irrevocable letter of credit, warranty bond or cash escrow and shall provide security for costs that may be incurred in repairing or replacing the respective Improvements for twenty-four (24) months from the date of issuance of the letter of Initial Acceptance (the "Warranty Period").

1. Any entity issuing a warranty bond shall have at least an "A" rating from Moody's, or an equivalent rating as designated by a nationally recognized ratings firm, and shall be included in the most recent listing of companies holding Certificates of Authority as Acceptable sureties on Federal Bonds and as Acceptable Reinsuring Companies, Department of Treasury, Circular 570.

2. If a letter of credit is provided, it shall be drawn on a local South Dakota institution, or if issued by an out of state financial institution, one that has been approved by the City Attorney's Office.

D. In the event any substantial repair or replacement is required to any of the Improvements during the Warranty Period and such repair or replacement is not timely made upon notice of defect, or in any event before the expiration of the Warranty Period, the City Engineer may elect to exercise one or more of the options listed below:

1. Extend the Warranty Period of any Improvement(s) which have been repaired or replaced for up to an additional one (1) year after acceptance of the completed repair or replacement and require the Developer to extend the term of the appropriate Warranty Security;

2. Call the appropriate Warranty and secure repair or replacement of the non-conforming Improvements.

V. INITIAL ACCEPTANCE

AGREEMENT FOR PUBLIC IMPROVEMENTS

Initial Acceptance of Improvements.

A. In order to obtain Initial Acceptance of Improvements for a phase or an entire project, Developer shall submit to the City a request for Initial Acceptance of Improvements on a form provided by the City and one (1) copy of "as built" drawings. The developer may divide the required Improvements contemplated by this agreement into three (3) phases. The phases will be identified pursuant to Section II of this agreement. The Developer may obtain Initial Acceptance of each phase as it is completed. Upon Initial Acceptance of a phase, the warranty period for the Improvements constructed in that phase will begin to run.

B. Within fifteen (15) business days of receipt of a request for Initial Acceptance, the City shall review the "as built" drawings and shall either approve the drawings or return the drawings to the Developer with comments.

1. In the event the "as built" drawings are returned to Developer with comments, the Developer shall resubmit "as built" drawings to the City incorporating the revisions contained in the comments.

2. Once the "as built" drawings are approved, Developer shall submit to the City "certified as built" drawings and electronic AutoCAD files.

C. Within fifteen (15) business days of receipt of a request for Initial Acceptance of Improvements, the City shall inspect the Improvements.

1. During, or subsequent to, inspection of the Improvements, the City shall generate a written "punch list" of items requiring correction, repair or replacement in compliance with all applicable ordinances and standards of the City. The City shall generate and return the written "punch list" to the Developers within five (5) business days after the inspection.

2. In the event Developer fails to correct, repair or replace the punch list items within thirty (30) days of the date of the punch list, the City shall not grant Initial

Acceptance, but shall instead conduct a subsequent inspection of the Improvements and generate a revised punch list based on the items identified in the original punch list until all punch list items have been corrected, repaired or replaced to the satisfaction of the City. If the Developer fails to complete the punch list repairs in a reasonable time, the City may draw on the Infrastructure Security in Section III of this agreement and complete the items identified on the punch list.

3. The City Engineer may authorize the Initial Acceptance of the Improvements if they find the Improvements to be substantially complete. This provision is meant to allow for Initial Acceptance to be granted when only a few minor items from the punch list remain to be completed. The remaining Improvements will be completed within a timeframe agreed to by the City Engineer and the Developer. Any remaining Improvements will be covered by the warranty surety and the City may use the warranty surety to complete the improvements if the Developer fails to do so within the timeframes agreed to, or any reasonable extensions thereof.

D. Upon a finding of satisfactory completion of the Improvements in compliance herewith and with all applicable ordinances and standards of the City, and upon execution and delivery to the City of the Infrastructure Warranty, the City shall grant Initial Acceptance of the Improvements via certified letter to the Developer, the date of which shall constitute the date of commencement of the Warranty Period for the Improvements as identified in Section III(C).

AGREEMENT FOR PUBLIC IMPROVEMENTS

E. Building permits may be issued prior to Initial Acceptance if Infrastructure Security has been issued and all required fire hydrants, water for fire suppression, and reasonable emergency access to the lots on which building permits are requested are satisfactory as determined by the City.

VI. FINAL ACCEPTANCE OF IMPROVEMENTS

A. Procedure for Final Acceptance. Not earlier than ninety (90) days or later than sixty (60) days prior to the date of expiration of a Warranty Period for any phase, The City will initiate a final inspection. The City will make reasonable attempts to notify the Developer of the date and time of the final inspection and will allow the Developer, or their representative, to observe the inspection.

1. After the final inspection has been completed, the City shall generate a written "punch list" of items requiring correction, repair or replacement in compliance with all applicable ordinances and standards of the City. If there are no items in need of correction, repair or replacement, the City shall issue the Letter of Completion and Final Acceptance pursuant to paragraph 4 of this section. The City shall send the Developer the "punch list" or Letter of Completion and Final Acceptance within ten (10) business days of completing the final inspection.

2. In the event repairs are needed and the Developer fails to correct, repair or replace the punch list items within thirty (30) days of the date of the punch list, the City shall not grant Final Acceptance, but shall instead conduct a subsequent inspection of the Improvements and generate a revised punch list based on the items identified in the original punch list until all punch list items have been corrected, repaired or replaced to the satisfaction of the City. If the Developer fails to complete the punch list repairs in a reasonable time, the City may draw on the Warranty Security in Section IV of this agreement and complete the items identified on the punch list.

3. If the Improvements subject to the inspection request fully conform to this agreement and the City's applicable standards and specifications, and/or all repairs or replacements, if any are needed, have been made to bring the Improvements into conformance, the City shall issue to the Developer via certified letter, a Letter of Completion and Final Acceptance.

4. Subject to the provisions of this agreement, the City shall release the Warranty only after Final Acceptance of the Improvements related thereto. The expiration or failure of any surety and or other security provided to secure the Improvements contemplated herein shall not release or excuse the Developer from performing the obligations contained herein.

B. Developer's failure to obtain Final Acceptance of improvements prior to expiration of the Warranty Period related thereto shall constitute a breach of this agreement, and the City may exercise its rights to secure performance as provided in Section XIII(B) of the agreement.

C. Nothing herein shall be construed or deemed as requiring the City to finally accept and release from Warranty any Improvements that are defective or damaged with the exception of normal wear and tear as identified by the City Engineer.

VII. DEVELOPMENT STANDARDS AND PROCEDURES

AGREEMENT FOR PUBLIC IMPROVEMENTS

A. Engineering Services. Developer shall procure at its sole expense all engineering and landscaping services necessary and appropriate in conjunction with the development of the Property, which services shall fully conform to the City's applicable ordinances, standards and specifications. Professional services shall be performed by engineers, surveyors, architects or other professionals duly licensed by the State of South Dakota as may be appropriate.

AGREEMENT FOR PUBLIC IMPROVEMENTS

B. Review. All applicable plans shall be reviewed by the City for conformance to the City's ordinances, regulations and design standards. No construction of any Improvements shall occur without prior plan approval.

C. Right-of-Way Permit. Prior to commencing construction of the Improvements, Developers shall obtain all required Right-of-Way permits, pay all fees related thereto and pay any associated City fees as required.

D. Testing. Developer shall employ at their sole expense a professional qualified, independent testing company to perform all testing of materials or construction that may reasonably be required by the City to ensure compliance with City standards and specifications. Developer shall furnish the City with certified copies of test results and shall release and authorize full access to the City and its designated representatives to all work-up materials, procedures and documents used in preparing test results.

E. Inspection. During construction of the Improvements and until Final Acceptance, Developer shall request and coordinate with the City all inspections thereof. The City will provide to the Developer or their representative a list of the required inspections. The City will have two (2) business days in which to conduct an inspection when requested. Upon completion of the required inspection, the City will provide the Developer or their representative a notification verifying that the inspection was completed. If the Developer does not request a required inspection, the City shall have the right to require the Developer to remove and replace any Improvements which were installed without the required inspection. The Developer shall reasonably cooperate and assist the City to gain access to the areas designated for inspection. The Developer shall also notify the City upon discovery that any Improvements were not installed, or constructed in conformance with the approved plans, or the City's standards and specifications. Inspection and acceptance of work by the City shall not relieve Developer of any responsibility under this agreement.

F. Erosion Control. All work associated with the installation or construction of the Improvements shall conform to the City's requirements for erosion control and the approved erosion and sediment control drawings associated with the Property.

1. Developer shall, at their own expense, keep on-site and adjacent streets and rights-of-way used as construction routes clean of mud, rocks and debris at all times during construction.

2. Within twenty-four (24) hours of verbal notification by the City of non-compliance with this subsection F, Developer shall commence clean-up operations and diligently pursue completion of such clean-up operations to the satisfaction of the City.

3. If Developer fails to respond within 24 hours, the City is unable to contact Developer after reasonable effort or Developer fails to diligently pursue clean-up operations to the satisfaction of the City, the City may take corrective action to clear the affected streets and rights-of-way and invoice Developer at the City's prevailing rate for which Developer shall be liable for prompt payment.

VIII. CONTRACTORS, SUBS AND SUPPLIERS; PAYMENT, REMOVAL OF LIENS A.

Developer shall ensure that all contractors and/or subcontractors employed by Developer are licensed by the City before any work on the Improvements is commenced.

AGREEMENT FOR PUBLIC IMPROVEMENTS

A. Developer shall at all times promptly make payments of all amounts due to persons supplying labor, materials or services in connection with the Improvements and to any persons who may otherwise be entitled to assert a lien upon the Property. Developer shall indemnify and defend the City with respect to any such lien and, regardless of the merits of the lien, shall immediately take any and all steps necessary to remove the lien from the Property.

IX. NON-LIABILITY

Developer acknowledges that the City's review and approval of plans for the development of the Property is done in furtherance of the general public health, safety and welfare and that no specific relationship with, or duty of care to, Developer or third parties are assumed by such review approval or immunity waived.

X. INDEMNIFICATION

Developer agrees to indemnify and hold harmless the City and its officers and employees from and against all liability, claims, demands and expenses, including court costs and attorney fees, on account of any injury, loss or damage, which arise out of or are in any manner connected with the work to be performed under this agreement if such injury, loss or damage is caused in whole or in part by the negligent act or omission, error, professional error, mistake, accident or other fault of Developer, any Subcontractor of Developer or any officer, employee or agent of Developer. The obligations of this Section shall not apply to the extent the City becomes liable by final judgment to pay a third party as the result of the negligent act or omission, error, professional error, mistake, accident or other fault of the City.

XI. INSURANCE

A. Coverages. The Developer agrees to provide the City with a certificate of insurance showing that the Developer has the following coverages:

1. Workers' Compensation Insurance as required by South Dakota state statute and all other insurance required by any applicable law.
2. Commercial General or Business Liability Insurance with minimum combined single limits of One Million Dollars (\$1,000,000.00) for each occurrence and Two Million Dollars (\$2,000,000.00) general aggregate.
3. Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than One Million Dollars (\$1,000,000.00) for any one occurrence, with respect to each of Developer's owned, hired or non-owned vehicles assigned to or used in connection with this agreement.

The certificate shall be subject to review and approval by the City prior to commencement of any services under this agreement. The City shall review the Certificate within ten (10) working days of receipt. The certificate shall identify the City as an additional insured pursuant to this agreement. The completed certificate shall be sent to:

Community Planning
City of Yankton
516 Walnut St

AGREEMENT FOR PUBLIC IMPROVEMENTS

PO Box 176
Yankton, SD 57078

B. Self-Insurance. Evidence of qualified self-insured status may be substituted for one or more of the foregoing insurance coverages if first approved by the City.

C. Requirements. If not self-insured per paragraph XI(B). above, Developer shall at a minimum procure and maintain the insurance coverages listed herein. Such coverages shall be procured and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by Developer pursuant to retroactive dates. Coverage for extended reporting periods shall be procured to maintain such continuous coverage.

D. Failure to Obtain Insurance Constitutes Breach. Developer's failure to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a breach of this agreement and, if said breach is not cured within ten (10) business days of written notice by the City to Developer, the City may immediately terminate this agreement, or at its discretion, the City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Developer to the City upon demand, or the City may offset the cost of the premiums against any monies due to Developer from the City.

E. Certified Copies. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto. Developer agrees to execute any and all documents necessary to allow the City access to any and all insurance policies and endorsements pertaining to this agreement.

XII. FEES AND CHARGES

Fees and charges shall be assessed pursuant to the provisions of the Rapid City Municipal Code and/or any fee resolutions properly adopted by the City Council at the time this agreement was entered into.

XIII. MISCELLANEOUS PROVISIONS

A. Governing Law and Venue. This agreement shall be governed by the laws of the State of South Dakota, and venue shall be in the Circuit Court for the Seventh Judicial Circuit, County of Pennington, State of South Dakota. The parties hereto agree and acknowledge that this agreement may be enforced at law or in equity.

B. Breach or Default.

1. In the event Developer should fail to timely comply with any of the terms, conditions, covenants and undertakings hereof and such non-compliance is not cured and brought into compliance within the time frames specified in this agreement, or within thirty (30) days of written notice of breach to Developer by the City in cases where no time frame is specified, the City may exercise its rights to the Infrastructure or Warranty Security provided for in this agreement to cure the breach. The City Engineer may provide a longer cure period at the request of the Developer.

AGREEMENT FOR PUBLIC IMPROVEMENTS

2. Notice by the City to Developer shall specify the conditions of default. The Developer's cure period shall begin to run upon being notified by the City of the breach and/or default.

3. Nothing hereunder shall be construed to limit the City from pursuing any other remedy at law or in equity that may be appropriate under the City Code, applicable laws and the legal standards of the State of South Dakota or United States before any court of competent jurisdiction. Such remedies shall be cumulative.

C. Governmental Immunity Act. No term or condition of this agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections or other provisions of South Dakota State Statutes.

D. Title and Authority. Developer warrants to the City that it is the record owner of the Property, or acting in accordance with a valid and unrevoked power of attorney of the record owner which has been attached hereto. Each individual executing this agreement covenants and warrants that he or she is fully authorized to execute this agreement on behalf of the party he or she represents.

E. No Waiver. The failure of the City to take timely action with respect to the breach of any term, covenant or condition hereof shall not be deemed to be a waiver of such performance by Developer, or a waiver of any subsequent breach of the same, or any other term, covenant, or condition herein contained.

F. Binding Effect. This agreement shall be binding on the parties hereto and their respective heirs, successors and assigns. If the Developer sells, or otherwise transfers ownership of the development contemplated by this agreement to another party, the Developer must inform the City and an assignment of this agreement must be executed by the City, the Developer and the purchaser. Until a written assignment of this Agreement is executed by the parties, the Developer shall remain responsible for all of the promises and obligations contained in this Agreement. This agreement shall remain in full force and effect until all applicable provisions herein have been fulfilled. The Developer acknowledges that but for the promises made herein, the City would not approve the subdivision contemplated herein. The Developer further acknowledges that the City's approval of the proposed subdivision is good and sufficient consideration for the promises it has made herein.

G. Entire Agreement. This agreement shall constitute the entire agreement between the parties with regard to the subject matter herein. No subsequent amendment shall be valid unless made in writing and executed by the parties hereto.

H. Notice. Any notice that may be given under the terms of this agreement shall be made in writing and shall be deemed made upon personal service or upon mailing by United States Mail, postage prepaid, to the other party, unless amended by written notice, as follows:

DEVELOPER:
Stencil Group II, LLC
Attn: Nathan Stencil
6245 S Pinnacle Pl, Suite 203
Sioux Falls, SD 57108

CITY:
City of Yankton
516 Walnut St
PO Box 176
Yankton, SD 57078

I. Severability. To the extent that this agreement may be executed and performance of the

AGREEMENT FOR PUBLIC IMPROVEMENTS

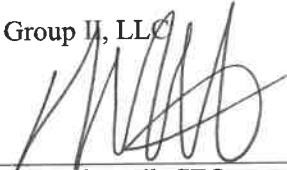
obligations of the parties may be accomplished within the intent of this agreement, the terms of this agreement are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof.

AGREEMENT FOR PUBLIC IMPROVEMENTS

J. No Third-Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the City and Developer, and nothing contained in this agreement shall give or allow any such claim to right of action by any other third person on such agreement. It is the expressed intention of the City and the Developer that no person other than the City or Developer receiving services or benefits under this agreement shall be deemed a beneficiary hereof.

K. No Partnership or Agency. Notwithstanding any language in this agreement or any representation or warranty to the contrary, neither the City nor Developer shall be deemed or constitute a partner, joint venturer or agent of the other. Any actions taken by the parties pursuant to this agreement shall be deemed actions as an independent contractor of the other.


IN WITNESS WHEREOF, and agreeing to be fully bound by the terms of this agreement, the parties have executed this Agreement as of the date first written above.

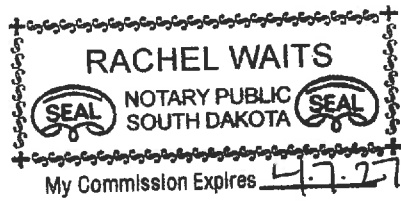
Stencil Group II, LLC

 By: _____
 Nathan Stencil, CEO

State of South Dakota)
 ss.
 County of Lincoln)

On this the 11 day of April, 2024, before me, the undersigned officer, personally appeared Nathan Stencil known to me or satisfactorily proven to be the President of [DEVELOPER], a South Dakota limited liability company, and as such, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

(SEAL) 
 Notary Public, South Dakota
 My Commission Expires:



AGREEMENT FOR PUBLIC IMPROVEMENTS

City of Yankton

APPROVED AS TO FORM:

By: _____

RECOMMENDED AND APPROVED:

By: _____

AGREEMENT FOR PUBLIC IMPROVEMENTS

EXHIBIT A

- Lots 1 - 5 and the vacated alley running east and west between Lots 2-5 and the east half of the vacated Pine Street, Block 25, Lower Yankton Addition to the City of Yankton, South Dakota



AGREEMENT FOR PUBLIC IMPROVEMENTS

STOCKWELL

Gurney Development Group
Yankton Downtown Apartment

SEI # 23096
April 26, 2023

Construction Cost Estimate

ITEM NO.	ITEM	QUANTITY	UNIT PRICE	PRICE
General Items				\$22,000.00
1	Mobilization	LS	1	\$15,000.00
2	Incidental Work	LS	1	\$7,000.00
Traffic Control				\$2,000.00
3	Traffic Control	LS	1	\$2,000.00
Erosion Control				\$115,600.00
4	Seeding & Mulching	Acre	21	\$1,200.00
5	Landscaping & Restoration	LS	1	\$90,000.00
6	Inlet Protection	Each	5	\$80.00
Removals & Grading				\$33,880.00
7	Unclassified Excavation	CY	3000	\$8.00
8	Clearing	LS	1	\$3,000.00
9	Sawcut PCC Pavement	Feet	250	\$8.00
10	Remove Curb & Gutter	SqFt	40	\$2.00
11	Remove Pavement	SqFt	1600	\$3.00
Misc. Utility Items				\$2,600.00
12	Trench Stabilization Material	Ton	50	\$42.00
13	Verify Utility	Each	2	\$250.00
Water Main				\$12,725.00
14	Cut and Tie To Existing Water Main	Each	2	\$1,700.00
15	6" C900 DR18 PVC Water Main	Feet	150	\$40.00
16	6" MJ Cap	Each	1	\$200.00
17	12" C900 DR 18 PVC Water Main	Feet	10	\$150.00
18	12"x6" MJ Tee	Each	1	\$825.00
19	12" MJ Sleeve	Each	1	\$800.00
Storm Sewer				\$33,700.00
20	Connect to Existing Structure	Each	1	\$1,700.00
21	Inlet Structure	Each	4	\$3,200.00
22	4'x4' Junction Box	Each	1	\$3,200.00
23	18" Class 3 RCP, F&I	Feet	250	\$64.00
Sanitary Sewer				\$9,650.00
24	Connect to Existing Sanitary Sewer	Each	1	\$1,500.00
25	18"x6" Sewer Saddle	Each	1	\$1,400.00
26	6" SDR 35 PVC Sewer Service	Feet	150	\$45.00
27	6" PVC Sewer Cap	Each	1	\$120.00
Surfacing				\$331,920.00
28	6" PCC Pavement	SqFt	41656	\$7.50
29	6" Concrete Sidewalk	SqFt	2600	\$7.50
30	Type B66 Curb & Gutter	Feet	985	\$24.00
Subtotal				\$587,835.00
Contingencies (20%)				\$117,567.00
Estimated Construction Costs				\$705,402.00
TOTAL PROJECT COSTS				\$705,402.00

Memorandum #24-100

To: Amy Leon, City Manager
From: Bradley Moser, Civil Engineer
Subject: Resolution #24-24, Establishing "No Parking" Area Along the South Curb Line of 21st Street for a Distance of 150 Feet East and West of Mulberry Street
Date: April 16, 2024

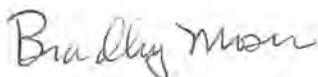
The attached Resolution #24-24, if adopted, would remove parking along the south curb line of 21st Street, 150 feet east and west of Mulberry Street. Eliminating parking in these areas provides a better line-of-sight for those trying to enter the intersection from the south.

City staff has received some complaints about the congestion that occurs at this intersection. They determined that the two critical times of the day are during school drop off and pick-up. Staff was able to monitor the traffic during these times and found there to be some congestion. They also noticed that when people park in the two areas described above, it makes it difficult to see the east/west traffic for northbound traffic. This causes hesitation for those traveling from the south which contributes to the congestion.

The action of removing parking does not just benefit the vehicular traffic; pedestrian traffic benefits also. There were several occasions where students were forced to peek around parked cars to see if there was oncoming traffic. This is a real safety concern. Establishing "No Parking" zones would help alleviate safety issues resulting from the on-street parking.

Based on this information, City staff recommends approval of Resolution #24-24 establishing "No Parking" areas along the south curb line of 21st Street for a distance of 150 feet east and west of Mulberry Street.

Respectfully submitted,

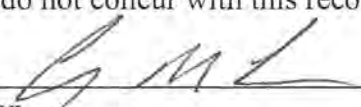


Bradley Moser
Civil Engineer

Recommendation: It is recommended that the City Commission approve Resolution #24-24 establishing "No Parking" areas along the south curb line of 21st Street for a distance of 150 feet east and west of Mulberry Street as explained in Memorandum #24-100.

I concur with this recommendation.

I do not concur with this recommendation.



Amy Leon
City Manager

cc: Adam Haberman

____ Roll Call

RESOLUTION #24-24

**NO PARKING ESTABLISHED ALONG THE SOUTH CURB LINE OF
21ST STREET, 150 FEET EAST AND WEST FROM MULBERRY STREET**

WHEREAS, 21st Street is an arterial street that carries a large number of vehicles each day; and

WHEREAS, vehicles parking in these locations create a line-of-sight issue during school drop-off and pick-up which is a contributing factor in the congestion during these times, and

WHEREAS, the vehicle parking currently allowed on this street creates a safety concern for pedestrians, and

WHEREAS, there is sufficient parking with both on-street and off-street parking available for the local residents and the Yankton Middle School, and

WHEREAS, The Board of City Commissioners of the City of Yankton has the authority to establish and revoke parking restrictions within the City of Yankton;

NOW, THEREFORE, BE IT RESOLVED by the Board of City Commissioners of the City of Yankton, SD, that parking is prohibited along the south curb line on 21st Street from the end-of-radii on Mulberry Street for a distance of 150 feet both east and west.

Dated: _____

Stephanie Moser
Mayor

ATTEST:

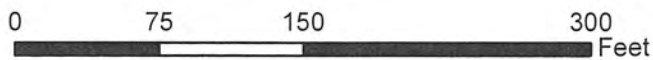
Lisa Yardley
Finance Officer



City of Yankton

No Parking on Street

 No Parking Area



Memorandum #24-101

To: Amy Leon, City Manager
From: Mike Roinstad, Airport Supervisor
Subject: Office Space Lease at Chan Gurney Municipal Airport
Date: April 16, 2024

IFLYUSA, Inc. has requested the use of the office space located in the Crash Building, 702 East 31st Street, at Chan Gurney Municipal Airport. The office space will be used for flight training with terms and conditions explained in the attached lease agreement.

City Staff recommends leasing the office space in the Crash Building to IFLYUSA, Inc.

Respectfully submitted,

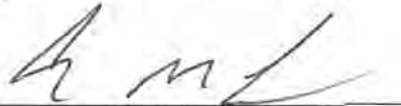


Mike Roinstad
Airport Supervisor

Recommendation: It is recommended that the City Commission approve Memorandum #24-101, leasing the office space in the Crash Building to IFLYUSA, Inc. John Halstad, Member Manager.

I concur with this recommendation.

I do not concur with this recommendation.



Amy Leon
City Manager

cc: Adam Haberman

Roll Call

LEASE

THIS LEASE, made and entered into effective April 17, 2024, by and between the **City of Yankton**, a Municipal Corporation, hereinafter referred to as "Lessor", and, **iFLi USA**, a South Dakota limited liability company, hereinafter referred to as "Lessee".

WHEREAS, Lessor is the owner of a certain building designated the "crash building" located at 702 East 31st Street, Yankton, South Dakota, within that area known as Chan Gurney Municipal Airport; and

WHEREAS, Lessee desires to lease the office space in a portion of the crash building (hereafter the "leased premises"); and,

WHEREAS, the parties have reached an agreement relative thereto.

NOW THEREFORE, for and in consideration of the mutual promises contained herein, Lessor does hereby lease onto Lessee and Lessee does hereby lease from Lessor the premises hereinafter described pursuant to the following terms and conditions:

1. **LEASED PREMISES**. The leased premises are approximately one hundred square feet of office space which are described on Exhibit A attached hereto.
2. **TERM OF LEASE**. The term of lease is month-to-month commencing on March 1, 2024, and continuing until either party provides the other with sixty (60) days written notice of intent to terminate.
3. **RENTAL**. Lessee shall pay rent to Lessor at the rate of One Dollar (\$1.00) per year payable due at signing.
4. **ACCEPTANCE OF PREMISES**. Lessee has had the opportunity to inspect the leased premises and accepts the same "as is".
5. **UTILITIES**. Lessor agrees to pay the utilities used in the leased premises, which shall be separately metered.
6. **MODIFICATIONS AND REMODELING**. Lessee shall make no structural modifications to the leased premises without Landlord's written consent. Absent a written agreement to the contrary, all structural additions or modifications to

the leased premises shall be deemed a part of the leased premises and shall be deemed owned by Lessor and remain upon property upon termination of this lease without compensation owed to Lessee.

7. **ACCESS.** Lessee agrees that the Lessor shall be permitted to coordinate complimentary access to the shower facilities within the leased premises for use by transient guests for the period beginning three (3) days prior and ending three (3) days after the annual fly-in convention in Oshkosh, Wisconsin. The parties agree that the Lessee shall have nonexclusive access to the remainder of the building within which the leased premises are located for the sole purpose of accessing the leased premises, and Lessee agrees not to interfere with the right of Lessor and all others authorized to use the remainder of the building.

8. **LIABILITY INSURANCE.** Lessee agrees to maintain liability insurance covering the leased premises and his use thereof in a company or companies suitable to Lessor and with limits and coverages acceptable to both parties. Lessee shall be solely responsible for acquiring and maintaining renter's insurance covering Lessee's personal property from casualty or loss, and Lessee acknowledges that Lessor has no obligation to provide the same. Lessee further agrees to maintain a policy of liability insurance covering liability associated with Lessee's business operations upon the leased premises with single occurrence liability limits of no less than \$1,000,000.00 for personal injury or property damage. Such liability policy shall name the Lessor as an additional loss payee. Lessee shall provide Lessor with satisfactory proof of such liability coverage upon request by Lessor.

9. **SUBORDINATION OR MODIFICATIONS BY LESSEE.** Lessee agrees that he cannot sublease the premises or any part thereof nor may Lessee make modifications to the same without Lessor's prior written approval.

10. **USE OF PREMISES.** Lessee is to only use the leased premises for lawful purposes. Lessee agrees not to use the leased premises for the storing of hazardous or flammable materials or for any use which may be considered by Lessor's insurer to be excluded from insurance coverage or to create a hazardous condition. Lessee agrees to keep the premises in a clean and respectable condition and to not commit waste thereto. Upon termination of this Agreement, Lessee agrees to return the property to the Landlord in the same condition in which it was received. Lessee agrees to abide by all applicable Minimum Standards, policies, ordinances, and regulations promulgated by the City of Yankton, State of South Dakota, and the Federal Aviation Administration.

11. **DEFAULT BY LESSEE.** Lessee's failure to comply with any obligation of

Lessee under this Agreement shall be deemed a material breach and default under the provisions of this Lease and grounds for eviction and retaking of the leased premises by Lessor pursuant to SDCL Chap. 21-16. Retaking of the premises will not relieve Lessee from its obligations hereunder. Failure of Lessor to take action against Lessee regarding any breach of the terms of this agreement shall not be deemed to be a waiver of the default. Further, any express waiver granted by Lessor of any breach or default by Lessee shall not act as a waiver or consent to any future breach or default.

12. **SEPARATE ENTITIES.** The parties hereto agree that they are separate and distinct entities, and they are not engaged in any partnership, joint venture or joint enterprise. Lessee's use of the leased premises and Lessee's business activities are not under the direction, supervision or control of the Lessor. Lessor shall not represent to the public or otherwise hold itself out to the public as being an agent or representative of the Lessor, and shall make clear to all who do business with Lessee that Lessee has no affiliation with Lessor, except as Lessee under this Agreement. Lessee specifically agrees to defend, indemnify and hold the Lessor harmless from and against all claims of third parties arising from Lessee's business operation and its use of the leased premises.

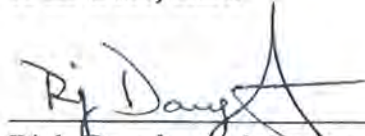
13. **MAIL SERVICES.** Lessee agrees to utilize its own postal P.O. Box or another mailing address different from the general postal mailbox used by the City of Yankton for the Chan Gurney Municipal Airport.

[Remainder of Page Intentionally Left Blank – Signatures on Following Page.]

IN WITNESS WHEREOF, Lessee and Lessor have executed these presents the day and year first above written.

LESSEE

iFLi USA, LLC



Rick Daugherty, Member

LESSOR

City of Yankton

Stephanie Moser, Mayor

ATTEST:

Lisa Yardley, Finance Officer