



**CITY OF YANKTON**

**2021\_09\_27**

**CITY COMMISSION  
MEETING**



**Mission Statement**

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

**YANKTON BOARD OF CITY COMMISSIONERS**

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

**Monday, September 27, 2021**

**City of Yankton Community Meeting Room**

Located at the Career Manufacturing Technical Education Academy formerly known as Technical Education Center • **1200 W. 21<sup>st</sup> Street • Room 114**

**If you would like to watch the City Commission meeting you can do so by accessing the City of Yankton’s YouTube Live Channel.**

<https://www.youtube.com/channel/UCD1a1hf1dIkiLVSXnmdRQg/live>

Rebroadcast Schedule: Tuesday @ 7:30pm, on channels 3 & 45

**I. ROUTINE BUSINESS**

**1. Roll Call**

**2. Approve Minutes of regular meeting of August 9, 2021**

**Attachment I-2**

**3. Proclamation – Retired Firefighter**

**Attachment I-3**

**4. City Manager’s Report**

**Attachment I-4**

**5. Public Appearances**

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

**II. CONSENT ITEMS**

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

**1. Establishing public hearing for sale of alcoholic beverages**

Establish October 11, 2021, as the date for the public hearing on the request for a Special Malt Beverage (on-off sale) Retailers License for 2 days, October 16, 2021 and October 30, 2021, from Backspace Brewing Company LLC d/b/a Backspace Brewing Company (Chris Allington, Partner), 2000 Douglas, Memorial Park, Yankton, S.D.

**Attachment II-1**

### **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.*

NONE

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

### **IV. NEW BUSINESS**

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

#### **1. Harvest Halloween - Special Events Parking Request**

Consideration of Memorandum #21-203 and Resolution #21-78 regarding request by Harvest Halloween for Special Events Parking Ordinance #933 to be in place during Harvest Halloween Event

**Attachment IV-1**

#### **2. Hangar Lease Land Transfer**

Consideration of Memorandum #21-199 and Resolution #21-77, a Land Lease Agreement Transfer of Hangar #38 from Rick Daugherty to Dos Lobos Aviation.

**Attachment IV-2**

#### **3. Recommendation from Health Insurance Committee for Group Health Insurance, Dental Insurance and Vision Insurance**

Consideration of Memorandum #21-197 recommending approval of the contract for Group Health Insurance, Dental Insurance and Vision Insurance for City employees

**Attachment IV-3**

#### **4. Sludge Removal – Bid Award**

Consideration of Memorandum #21-205 regarding bid award for Sludge Removal

**Attachment IV-4**

#### **5. State Water Plan Application**

Consideration of Memorandum #21-202 regarding approval to complete State Water Plan Application

**Attachment IV-5**

#### **6. Westside Park Concept Plan – Professional Services Agreement**

Consideration of Memorandum #21-200 regarding proposal for Professional Services for Westside Park Concept Plan with Stockwell Engineers

**Attachment IV-6**

**7. Frontage Property Adjacent to Yankton City Cemetery**

Consideration of Memorandum #21-201 regarding City owned Broadway Avenue frontage property adjacent to the Yankton City Cemetery. Location, the east side of the 2500 and 2600 blocks of Broadway Avenue

**Attachment IV-7**

**8. Change Order and Close-out of Spruce Street Project**

Consideration of Memorandum #21-206 regarding Change Order Number 1, Final Project Acceptance and Final Payment for the Spruce Street Project

**Attachment IV-8**

**V. OTHER BUSINESS**

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

**VI. ADJOURN THE MEETING OF SEPTEMBER 27, 2021**

*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  
SEPTEMBER 13<sup>TH</sup>, 2021**

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

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

Quorum present.

Action 21-237

Moved by Commissioner Maibaum, seconded by Commissioner Benson, to approve Minutes of regular meeting of August 23rd, 2021.

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

Motion adopted.

Action 21-238

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

1 Office Solution - Office Supplies - \$245.16; Academy Of Dance - Summer Programs - \$696.00; Adobe Creative Cloud - Computer Program - \$85.18; Adobe Stock - Computer Program - \$31.94; AFSCME Council 65 - AFSCME Deduction - \$928.62; Amazon - DVD - \$17.99; Amazon - SAC/YHS Tennis Nets - \$273.30; Amazon - Program Supplies - \$14.58; Amazon - Books - \$271.36; Amazon - Radio Earpiece - \$28.79; Amazon - DVD - \$33.94; Amazon - Books - \$372.01; Amazon - Book - \$26.86; Amazon - Program Supplies - \$22.99; Amazon - Janitorial Supplies - \$283.02; Amazon - Program Supplies - \$19.80; Amazon - Basketball Nets - \$29.97; Amazon - Books - \$135.69; Amazon - Book - \$8.61; Amazon - Concessions - \$100.68; Amazon - Wubit Clamps - \$35.97; Amazon - Goggles - \$29.98; Amazon - Office Supplies - \$140.00; Amazon Music - Music For Pool - \$10.64; American Family Life Corp - Cancer & ICU Premiums - \$5,900.02; A-Ox Welding Supply - Hose, Oxygen Regulator - \$348.65; A-Ox Welding Supply Co - Tank Rental - \$248.24; Arrowwood Resort - Training-Hotel - \$77.00; AT&T Bill Payment - Mobile/Cell Data - \$1,573.50; Autozone - Battery - \$518.78; AWWA.ORG - Membership - \$442.00; Axvoice - Dialer Service - \$21.44; Bailey/Colleen - Reimbursement-Tuition - \$3,988.00; Baker-Taylor - Books - \$3,952.10; Banner Associates - Trail Repairs - \$26,825.65; Battery Exchange - Battery - \$373.00; Beck Motor Company - New Patrol Vehicles - \$73,318.00; Beck Motor Company - Patrol Vehicle - \$36,659.00; Beringer/Eric - Music At The Meridian - \$100.00; Bierschbach Equip & Supply - Scissor Lift - \$10,500.00; Bies/Brad - Reimbursement-Tuition - \$1,149.00; Blackstrap - Road Salt - \$8,439.62; Blue Rock Bar And Grill - Travel Expense - \$11.83; Bluebeam - Annual Subscription - \$349.00; Boller Printing - Community Mural - \$81.60; Bomgaar's - Kennel - \$2,559.50; Botsford/Nathan - Music At The Meridian - \$2,000.00; Brandt/Todd - Boot Reimbursement - \$130.00; Brandt/Todd - Reimbursement-Tuition - \$5,250.00; Buhl's Cleaners - Cleaning Towels - \$1,232.40; Butler Machinery Co - Water Pump - \$408.82; C & B Yankton - John Deere Mower - \$3,199.00; Campbell Oil Co - Jet Fuel - \$20,170.77; CANVA - Invitation Template - \$1.00; Carelptcareparts.Com - Control Panel - \$395.74; Casey's - Staff Appreciation - \$10.38; Casey's - Fuel - \$103.51; Cedar Knox Public Power Dist - Electricity - \$1,589.45; Cellebrite - Forensic Computer Update - \$200.00; Cenex - Fuel - Training - \$59.41;

Center Point - Large Print Books - \$189.64; Central Square Tech - Public Safety Software - \$22,776.58; CenturyLink - Phone - \$1,056.45; Chesterman Company - Concessions - \$939.00; City Of Sioux Falls - Lab Testing - \$43.50; City Of Vermillion - Jt Power Cash Trans - \$75,087.64; City Of Yankton-Parks - Landfill - \$440.42; City Of Yankton-Solid Waste - Compacted Garbage - \$17,813.83; City Of Yankton-Water - Garbage - \$183.58; City Utilities - Wtr-Ww Charges - \$59,913.00; Clarks Rentals Custom - Anchoring - \$62.00; Concrete Material - Asphalt - \$40,325.32; Core & Main - Drops & Rings - \$2,859.90; Cornwell D-P Tools - 3/8 Air Ratchet - \$309.99; Cowboy Store - Travel Fuel - \$44.00; Credit Collection Service - UT Collection - \$212.41; Crescent Electric - Aeration Basin Probes - \$504.52; D & G Concrete - Spruce St Construction - \$207,913.57; D & T Ventures - ESS Maint & Hosting - \$2,916.90; Danko Emergency Equipment - Badges - \$571.27; David Stevens Construction - Trail Replacement - \$33,994.00; Department Of Agriculture - License Testing - \$61.50; Dept Of Corrections - Doc Work Program - \$877.20; Dept Of Social Services - SD Child Support - \$2,194.34; Design Solutions & Integration - Service Call - \$520.00; Diamond Vogel Paint - Paint - \$1,494.65; Diesel Machinery - Guard Hopper Wing - \$2,555.64; Dollar Tree - Employee Appreciation - \$138.75; Downtown Sharp Shop - Payroll/HR/TLM Software - \$2,731.25; Dude Solutions - Software - \$8,820.00; eBay - Toner - \$69.99; Echo Electric Supply - Range Trailer Electrical - \$243.64; Ehresmann Engineering - Steel For Curb Stop - \$289.99; EMS Today FDIC - Registration - \$1,424.00; Etsy - Employee Appreciation - \$10.30; Facebook - Advertising - \$15.24; Fastenal - T-Rod - \$163.61; FedEx - Evidence Postage - \$31.15; Feimer Construction - Walnut Street Planters - \$46,714.32; Feld Fire - Service Compressors - \$1,200.00; Ferguson Enterprises - 5/8 Meters - \$4,908.07; Finance, Dept Of - Supplies - \$72.00; Fire Catt - Hose Testing - \$3,454.20; First Dakota Nat'l Bank HSA - HSA Contributions - \$5,015.27; First National Bank FSA - Cafeteria Plan - \$1,178.32; Foote/Jason - Reimbursement-Tuition - \$5,250.00; Foundry Music - Music At The Meridian - \$2,000.00; Geotek Eng & Testing Serv - Testing - \$1,687.00; Gerstner Oil - Diesel Fuel - \$30,878.05; GPSI Club Car Connect - Golf Course Rental - \$1,920.00; Graber Productions - Music At The Meridian - \$100.00; Grainger - Plumbing Parts - \$1,050.90; Graymont WI - Lime - \$4,680.15; GSM Filtration - Gravity Belt - \$600.10; Guardian Alliance - Background Investigation - \$312.00; Haak/Logan - Reimbursement-Supplies - \$24.24; Hach Company - Reagents - \$1,308.69; Hanson Briggs - Riverboat Days - \$139.91; Hanson Briggs Advertising - Door Knockers - \$275.41; Harn Ro Systems - Filters - \$10,386.32; Hawkins - Chemicals - \$50,187.98; Health Partners - Health Insurance - \$88,914.19; Hillcrest Golf & Country Club - Ad - \$100.00; Hoel/Erik - Refund Deposit - \$176.28; Hoilien/Matthew - Boot Reimbursement - \$130.00; Holiday Inn - Recertification Travel - \$771.18; Holiday Inn - Background Check Travel - \$95.90; Huron Public Library - Replacement Book - \$27.00; Hyatt Regency - Lodging - Training - \$974.31; Hy-Vee - Coffee at The Pool - \$532.87; ICMA Retirement Trust - HSA Contributions - \$8,946.13; Intl Assoc of Fire Chiefs - Membership Dues - \$240.00; IR Industrial - Air Compressor Maint - \$821.09; J & H Care & Cleaning Company - Janitorial Services - \$4,000.00; J2 Metrofax - Fax - \$9.95; Jacks Uniforms - Flex Badges - \$105.99; JCL Solutions - Cleaning Supplies - \$1,582.48; Jebro - Asphalt Oil - \$38,828.44; Jj Benji's - Volleyball Shirts - \$849.50; JJ Benji's - City Polo - \$31.05; Joshua J Creative - Logo Design - \$85.00; Kaiser Heating & Cooling - Court Lighting Repairs - \$6,935.84; Kaiser Refrigeration - Ice Machine - \$5,351.85; Klein's Tree Service - Nuisance Abatement - \$2,575.00; KLJ Engineering - Hangar Taxilanes - \$5,000.00; Koletzky Implement - Tube/O-Ring - \$74.85; Kopetsky's Ace Hardware - Shop Supplies - \$457.51; Kurtenbach/Thomas - Travel Expense - \$180.00; Kwik Case - Office Supplies - \$406.26; LaCroix Construction - FEMA-Demo - \$12,755.13; Language Line - Interp Service - \$79.30; Larry's Heating & Cooling - Building Repairs - \$85.00; Lewis & Clark Bhs - Evolution - \$711.00; Lewis And Clark Vet - K9 Care - \$110.86; Lion's Club - Membership Dues - \$70.00; Little Pie Music - Music At The Meridian - \$2,000.00; Logmein Gotomeeting - \$192.00; Madrax/Thomas Steele - Bike

Racks For HFAC - \$1,855.28; Malloy Electric - Pump Ahu Motor - \$502.25; Mark's Machinery - Root Grapple - \$3,744.19; Mark's Machinery - Mower - \$13,788.29; McDonald's - Travel Expense - \$8.19; McLeod's Printing - Citations - \$297.31; Mead Lumber - Ball Diamond Chalk - \$520.66; Menard's - K9 Equipment - \$16.79; Menard's - Refrigerator - \$3,508.46; Menke/Dennis - Irrigation Repairs - \$284.70; Merkel Electric - Install Electric Outlets - \$12,455.62; Mexico Viejo - Staff Appreciation - \$147.66; MidAmerican Energy - Fuel - \$1,338.89; MidAmerican Energy - Fuel - \$13,121.21; Midwest Alarm Company - Alarm Monitoring - \$141.00; Midwest Laboratories - Nutrient Testing - \$142.84; Midwest Mini Melts - Concessions - \$2,184.00; Midwest Tape - Av - \$119.97; Midwest Tire and Muffler - Alignment - \$535.53; Millennium Recycling - Recycling Fee - \$3,120.25; Miller/Ted - Music At The Meridian - \$100.00; Minnesota Life Insurance - Life Insurance - \$611.29; Morrow/Joseph C. - Design Work - \$4,320.00; Mueller/Pete - Reimburse Safety Glasses - \$55.00; Napa Auto Parts - Sanding Disks - \$153.08; National Association - SRO Membership - \$40.00; Nebraska Child Support Payment - Ne Child Support - \$471.50; Nebraska DOR - Ne State Income Tax - \$599.22; Nevermore Records - Music At The Meridian - \$1,500.00; NFPA Natl Fire Protect - Fire Code Subscriptions - \$1,520.50; Northwestern Energy - Electricity - \$114,008.32; Observer - Birthday Bulletins - \$60.00; O'Farrell/Sarah C - Clothing Allowance - \$300.00; Olson's Pest Technician - Pest Control - \$275.00; Olson's Pest Technician - Pest Control - \$210.00; O'Reilly Auto Parts - Gator Repairs - \$969.76; OTC Brands - Program Supplies - \$289.08; Overdrive Dist - E-Books - \$3,123.59; Overhead Door - Door Repairs - \$2,363.25; PayPal Reeves - Uniform Name Pins - \$301.27; Plumbing Heating - Replace Water Heater - \$1,874.07; Phillips 66 - Training - \$54.08; Pilot - Training - \$85.37; Pitney Bowes PBP - Postage - \$200.00; Pizza Ranch - Concessions - \$6,973.96; Polydyne - Chemicals - \$4,485.80; Popeye's - Travel Expense - \$6.53; Power Source Electric - Install Cable - \$2,014.29; Powers Port A Pot - Porta Pots - \$700.00; Prairie Environment - Abatement - \$2,806.13; Precision Plumbing - Labor - \$11,081.39; Press Dakota Mstar Solutions - Ad For Employment - \$1,293.36; Principal - Dental Insurance - \$6,749.12; Project: Constellation - Music At The Meridian - \$100.00; PY South Dakota Parks - Conference Registrations - \$540.00; Rancom Corporation - Beon Access - \$71.60; Riverside Hydraulics - Hoses For Cat Loader - \$1,017.12; Riverside Technologies - Library Computers - \$5,304.00; Riverside Technologies - HP Monitors - \$1,155.00; RJ Thomas MFG Pilot - Riverside Park Grills - \$836.00; Road King - Trailer - \$7,575.00; Rogers Appraisal Service - Appraisal - \$4,000.00; Ron's Auto Glass Repair - Mirror - \$70.00; Royal Sport Shop - Base Plugs - \$76.37; Sall/Doug - Tree Reimburse Program - \$100.00; Sanitation Products - Sweeper Repairs - \$3,723.96; SD Library Association - SDLA Membership Dues - \$215.00; SD Motor Vehicle Dept - Title & License - \$42.40; SD Retirement - SD Retirement - \$78,607.40; SD Transportation Dept - Cedar Street - \$1,031.67; SD Water & Wastewater - SDWWA Conference - \$690.00; SDSRP - Retirement Plan - \$12,699.00; Sepi Marketing/Mob - Huether Family Pool - \$359.00; Shell Oil - Music At Meridian Water - \$22.74; Shell Oil - Training - \$60.38; Sherwin Williams - Pump Repair Kit - \$481.42; Sleep Inn - Travel Expense - \$114.70; Southeast SD SHRM - SHRM Membership - \$50.00; Standard Insurance Company - Vision Insurance - \$727.33; Sturdevants - Seat Cover - \$1,547.09; Suez Treatment Solutions - Annual UV Bulbs - \$8,510.20; Summit Activity Center - Employee Appreciation - \$800.00; Tessman Company Sioux - Agricultural Supplies - \$77.99; The Atlantic - Magazine Subscription - \$69.99; The Icee Company - Concessions - \$1,223.59; The Office Advantage - Copies - \$54.80; The Ups Store - Wet Shipping - \$553.12; Third Millennium Assoc - Utility Billing - \$632.28; Todd/Jon - Boot Reimbursement - \$130.00; Toms Electric - Meridian Plaza Fountain - \$71.43; Tractor Supply - K9 Equipment - \$45.75; Tractor Supply - Agricultural Supplies - \$159.97; Traffic Solutions Inc - Perm Pavement Marking - \$49,413.91; TranSource - Hydraulic Pump Repairs - \$8,621.74; Tre Environmental Strategies - 3rd Qtr Wet Test - \$950.00; TRK Hosting - Web Hosting - \$7.95; Trophy Depot - Program Supplies - \$19.63; Trophy Place - Adult Leagues - \$324.00; Truck

Trailer Sales - Hose - \$444.72; Truck Trailer Sales - Truck Repairs - \$1,059.45; Trugreen - Lawn Treatment-Aug - \$194.66; Tuff-Go - Aquatics Picnic Tables - \$24,200.00; Two Way Solutions - Radio Programming - \$1,344.98; U.S. Post Office - Utility Billing Postage - \$2,075.23; Uline Ship Supplies - Shipping Boxes - \$121.50; United Laboratories - Rust Converter - \$629.14; United States Postal Service - Postage Meter - \$568.29; United States Treasury - Federal Withholding Tax - \$191,693.01; United Way - United Way Contribution - \$98.00; United Way - 1/4 Sp Appropriation - \$9,831.25; Urban/Marcus - Boot Reimbursement - \$130.00; Us Bank Equipment Finance - Copier Lease - \$333.32; Us Bank Spa Lockbox Cm9695 - Drinking Water C462038-6 - \$894,452.56; USA Clean - Janitorial Supplies - \$66.37; USPS Po - Evidence Postage - \$81.85; Utility Equipment Company - Parts - \$8,541.94; Vastbroadband-Vexus - Pool Phone & Internet - \$5,009.19; VCN Yankton Rod Ctr - Recording Fees - \$32.50; Veneziani/Bruce - Music At The Meridian - \$1,600.00; Verendrye Museum - Books - \$129.00; Vermillion Public Library - Library Cards - \$386.00; Viddler - Video Hosting - \$41.49; Villanueva/Mike - Travel Expense - \$180.00; Virtra - Training - \$20,311.42; VWR International - Evaporating Dish - \$110.14; Walgreens - First Aid Supplies - \$39.12; Wal-Mart - Employee Appreciation - \$377.69; Wal-Mart - Concessions - \$492.20; WatchGuard Video - Body Cam Parts - \$70.00; WEF Main - WEF Membership - \$165.00; Welfl Construction Corp - Attic Access Opening - \$1,250.00; Wholesale Supply - Parade Supplies - \$121.35; Wholesale Supply - Concessions - \$7,009.50; Williamson/Cameo - Utility Refund - \$116.89; WPY SODAK SHRM State - SHRM Conference - \$249.00; Xerox Financial Services - Copier Lease - \$1,398.72; Yankton Baseball Assn - Field Maintenance - \$3,600.00; Yankton County Auditor - Capital Cost Component - \$15,740.81; Yankton Fire & Safety Co - Fire Ext - \$120.00; Yankton Janitor Supply - Supplies - \$353.10; Yankton Medical Clinic - Firefighter Physicals - \$1,795.00; Yankton Nurseries - Plants - \$64.87; Yankton Pizza Ranch - Summer Reading Program - \$74.67; Yankton School District 63-3 - 2nd Qtr Shared Billing - \$40,266.30; Yankton Title - Property Acquisition - \$102,646.77; Yankton Trailers - Storage Trailers - \$19,400.00; Yankton Transit - Summer Programs - \$1,150.00; Yankton Vol Fire Department - Fire Calls-Drills - \$920.00; Yankton Winnelson - Water Filters - \$417.00; Yankton Youth Soccer Assn - Reimb Road Materials - \$5,000.00; Yankton Media - Advertisements - \$265.20; Ykt Janitorial & Dt Sc - Paper Products - \$595.70; Zebec Of North America - Tubes - \$2,721.00

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

Motion adopted

August 2021 Salaries by Department: Administration \$55,245.33; Finance \$32,903.86; Community Development \$26,304.78; Police/Dispatch \$201,395.00; Fire \$13,395.34; Engineering / Sr. Citizens \$47,054.80; Streets \$47,133.21; Traffic Control \$4,445.74; Library \$30,628.90; Parks / SAC \$93,860.05; Huether Aquatic Center \$106,850.14; Marne Creek \$5,128.94; Water \$39,641.55; Wastewater \$38,603.50; Cemetery \$4,201.00; Solid Waste \$25,152.58; Landfill / Recycle \$18,284.87; Central Garage \$7,673.83

### Personnel Changes

New Hires: Police Dept Patrol Officer: Dustin Hagemann \$2281.30 bi-weekly; Jon Todd \$1,898.35 bi-weekly; Marcus Urban \$1,898.35 bi-weekly; Robert Dooley \$1,948.84 bi-weekly; Tanner Smith \$1,898.35 bi-weekly. Dispatch - Communication Dispatcher: Toni Bornitz, \$1446.84 bi-weekly; Matthew Rector \$1446.84 bi-weekly; Hunter Bryant \$1446.84 bi-weekly; Emma Grate \$18.0855 hr. Parks Dept: Mike Mathison, Maintenance, \$14 hr.



Wage Changes

Recreation Dept: Kory Bromley, Weight & Fitness Instructor, \$10 to \$11.50 hr. Marissa Caballero, SAC Receptionist, \$9.50 to \$11.75 hr. Dale Bromley, Weight & Fitness Supervisor, \$9.50 to \$11.00 hr. Parks Dept: Rob Marlow, Maintenance, \$12 to \$14 hr.

Huether Family Aquatic Center Merit Incentive - Cashier/Concessions: Heather Bicknell \$11 to \$12 hr; Braylen Bietz \$11 to \$12 hr; Justin Cap \$11 to \$12 hr; Porter Cuka \$11 to \$12 hr; Tierney Faulk \$11 to \$12 hr; Gavin Fortner \$11 to \$12 hr; Carson Haak \$12 to \$13 hr; Rachel Hejna \$11 to \$12 hr; Jess Jussel \$11 to \$12 hr; Jaden Kral \$11 to \$12 hr; Katie LaCroix \$11 to \$12 hr; Bergen O'Brien \$11 to \$12 hr; Audrey Paulson \$11 to \$12 hr; Traci Peterson \$11 to \$12 hr; Dylan Prouty \$11 to \$12 hr; Tyson Prouty \$11 to \$12 hr; Max Raab \$11 to \$12 hr; Emily Reinhardt \$11 to \$12 hr; Jordynn Salvatori \$11 to \$12 hr; Jillian Schulte \$11 to \$12 hr; Olivia Liebig \$12 to \$13 hr. Facility Manager: Logan Haak \$15 to \$16 hr. Lifeguard: Alexis Aune \$12 to \$13 hr; Samantha Aune \$12.25 to \$13.25 hr; Calli Barnes \$12 to \$13 hr; Brianna Berger \$12 to \$13 hr; Brianne Brandt \$12 to \$13 hr; Xander Brown \$12 to \$13 hr; Marcus Carson \$12 to \$13 hr; Lily Diedrichsen \$12.25 to \$13.25 hr; Allie Dilts \$12.25 to \$13.25 hr; Chayse Drotzmann \$12 to \$13 hr; Emma Eichacker \$12 to \$13 hr; Coleman Frank \$12.25 to \$13.25 hr; Savannah Frank \$12 to \$13 hr; Brianna Geigle \$13 to \$14 hr; Annika Granaas \$12.25 to \$13.25 hr; Olivia Granaas \$12.25 to \$13.25 hr; Jana Greenfield \$12.50 to \$13.50 hr; Lauren Haberman \$12 to \$13 hr; Tatum Hohenthauer \$12 to \$13 hr; Hannah Jussel \$12.25 to \$13.25 hr; Christopher Kinsley \$13.50 to \$14.50 hr; Noel Kusek \$13 to \$14 hr; Grace Liebig \$12.25 to \$13.25 hr; Sarah Liebig \$12 to \$13 hr; Claire Martinson \$12 to \$13 hr; Camille McDermott \$12 to \$13 hr; Chloe McDermott \$12.25 to \$13.25 hr; Timothy Merchen \$12.25 to \$13.25 hr; Hannah Nelson \$12.25 to \$13.25 hr; Owen Phillips \$12.50 to \$13.50 hr; Jaden Plooster \$12 to \$13 hr; Aspen Ruth \$12 to \$13 hr; Abigail Schmidt \$12.25 to \$13.25 hr; Olivia Schmidt \$12.50 to \$13.50 hr; Rori Schmidt \$12 to \$13 hr; Abigail Steffen \$12 to \$13 hr; Katelyn Sternhagen \$12 to \$13 hr; Allie Taggart \$12 to \$13 hr; Grace Taggart \$12.50 to \$13.50 hr; Nicholas Taylor \$12 to \$13 hr; Lauren Tereshinski \$12 to \$13 hr; Hannah Tramp \$12 to \$13 hr. Lifeguard Manager: Rachel Houdek \$13.75 to \$14.75 hr; Grayson Lange \$13.75 to \$14.75 hr; Kyra Liebig \$13.75 to \$14.75 hr. Lifeguard WSI: Johannah DeVries \$12 to \$13 hr; Zachary Rohde \$12.50 to \$13.50 hr; Timothy Upton \$12 to \$13 hr. Receptionist: Emilee LaBarge \$12 to \$13 hr; Elizabeth Schenkel \$13.25 to \$14.25 hr. Water Park Attendant: Joseph Gokie \$11.25 to \$12.25 hr; Benjamin Hebda \$11 to \$12 hr; Walker Hunhoff \$12.25 to \$13.25 hr; Sophie Kouri \$12.25 to \$13.25 hr; Kristen Rezac \$11 to \$12 hr; Amy Shoemaker \$11 to \$12 hr; Max Tramp \$11 to \$12 hr; Kayla Van Osdel \$11 to \$12 hr; Madisyn Bietz \$11 to \$12 hr.

Huether Family Aquatic Center Retention Pay: Alexis Aune \$500; Samantha Aune \$500; Braylen Bietz \$500; Marcus Carson \$500; Porter Cuka \$500; Johannah DeVries \$75; Lily Diedrichsen \$500; Allie Dilts \$500; Chayse Drotzmann \$500; Tierney Faulk \$500; Gavin Fortner \$500; Coleman Frank \$701; Savannah Frank \$500; Joseph Gokie \$500; Carson Haak \$500; Logan Haak \$500; Benjamin Hebda \$500; Tatum Hohenthauer \$500; Rachel Houdek \$500; Walker Hunhoff \$500; Hannah Jussel \$500; Jess Jussel \$500; Christopher Kinsley \$611; Sophie Kouri \$500; Jaden Kral \$500; Emilee LaBarge \$500; Katie LaCroix \$500; Grayson Lange \$500; Sarah Liebig \$500; Claire Martinson \$231; Timothy Merchen \$500; Hannah Nelson \$500; Audrey Paulson \$500; Owen Phillips \$500; Dylan Prouty \$500; Tyson Prouty \$500; Emily Reinhardt \$500; Kristen Rezac \$500; Aspen Ruth \$500; Jordynn Salvatori \$500; Elizabeth Schenkel \$500; Abigail Schmidt \$500; Olivia Schmidt \$156; Grace Taggart \$276; Nicholas Taylor \$500; Lauren Tereshinski \$500; Hannah Tramp \$566; Max Tramp \$500; Timothy Upton \$575.

Position Changes

Police Dept: Jeremy Olson from Police Officer to School Resource Officer, stays at \$2164.61 bi-weekly. Dylan Wilson, Patrol to K-9 Officer, stays at \$2053.88 bi-weekly. Parks Dept: Adam Lange, Maintenance to Weight & Fitness Supervisor, stays at \$12 hr.

Mayor Moser proclaimed September 13<sup>th</sup>, 2021 as Welcome Week in Yankton and presented the proclamation to Sara Brandt, President of Connecting Cultures.

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

Todd Larson, Director of Parks and Recreation, reviewed some preliminary numbers for attendance and concessions for the recently completed season at the new Huether Family Aquatics Center.

Police Commander, Todd Brandt, presented crime statistics for August and year-to-date statistics compared to last year.

There were no public appearances at that time.

The date of September 27, 2021, at 5:30 pm in Room #114 of the Career Manufacturing Technical Education Academy has been set for the next work session of the Yankton City Commission.

Action 21-239

This was the time and place for the public hearing for a Special Events Retail (on-sale) Liquor License for 1 day, September 25, 2021, from Ben's Brewing Co. (Ben Hanten, Owner), 222 West 3<sup>rd</sup> Street, Zombie's Realm, 101 E. 3<sup>rd</sup> Street, Yankton, S.D. (Memorandum 21-191) 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 21-240

This was the time and place for the public hearing for a Special Events Retail (on-sale) Liquor License for 1 day, September 25, 2021, from Ben's Brewing Co. (Ben Hanten, Owner), 222 West 3<sup>rd</sup> Street, Cramer-Kenyon Heritage House, 509 Pine Street, Yankton, S.D. (Memorandum 21-192) No one was present to speak for or against the application.

Moved by Commissioner Brunick, seconded by Commissioner Benson, to approve the license.

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

Motion adopted.

Action 21-241

This was the time and place for the public hearing for the Special Events Retail (on-sale) Liquor License for 1 day, October 9, 2021, from Ben's Brewing Co. (Ben Hanten, Owner), 222 West 3<sup>rd</sup> Street, NFAA, 800 Archery Lane, Yankton, S.D (Memorandum 21-193) No one was present to speak for or against the application.

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

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

Action 21-242

This was the time and place for the public hearing for a New Retail (on-off sale) Malt Beverage & SD Farm Wine License for July 1, 2021, to June 30, 2022, from Backspace Brewing Co, LLC d/b/a/Backspace Brewing Co. (Chris Allington, Partner), 200 Walnut Street, Suite 103, Yankton, S.D. (Memorandum 21-194) No one was present to speak for or against the application.

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

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

Action 21-243

This was the time and place for the second reading and public hearing for Ordinance 1055, AN ORDINANCE TO APPROPRIATE MONIES FOR DEFRAYING THE NECESSARY EXPENSES AND LIABILITIES OF THE CITY OF YANKTON, SOUTH DAKOTA, FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2022, AND ENDING DECEMBER 31, 2022, AND PROVIDING FOR THE LEVY OF ANNUAL TAXES FOR ALL FUNDS CREATED BY ORDINANCE WITHIN SAID CITY. No one was present to speak for or against the adoption of the ordinance.

Moved by Commissioner Webber, seconded by Commissioner Johnson, to adopt Ordinance 1055 and approve Resolution 21-75 in one vote.

**RESOLUTION 21-75**

WHEREAS, a proposed annual budget for the fiscal year commencing January 1, 2022, has been prepared by the City Manager; and,

WHEREAS, the City Commission has examined, studied, and reviewed said proposed annual budget; and,

WHEREAS, the City Commission has after due consideration and deliberation, made such amendments and adjustments in the proposed annual budget as they consider necessary, desirable, or expedient.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of Yankton, South Dakota, that:

1. The proposed annual budget attached hereto and made a part hereof is approved and effective January 1, 2022.
2. The City Manager is authorized to record all inter-fund transfers as contained in said approved annual budget.
3. The City Manager is authorized and directed to implement and to administer, within the budgetary funding limits and within adopted City policy and relevant State and City laws and regulations, said annual budget.

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

Action 21-244

Moved by Commissioner Johnson, seconded by Commissioner Webber, to approve Resolution 21-71.  
(Memorandum 21-188)

**RESOLUTION 21-71**

Plat

WHEREAS, the plat of Lots 1A and 1B in Block 10, Outlot 4 & Lots 1-10 of Outlot 4 of Summit Heights Addition to the City of Yankton in the SW 1/4 of the NW1/4 of Section 12, T93N, R56W of the 5th P.M., Yankton, South Dakota has been prepared by Brett R. Kennedy, a registered land surveyor in the state of South Dakota, and

WHEREAS, a Developer’s Agreement for the SW 1/4 of the NW 1/4, Except KYNT Addition, Section 12, T93N, R56W of the 5th P.M., Yankton, South Dakota has also been prepared and the above described platted lots are located within the SW 1/4 of the NW 1/4, Section 12, and

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

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

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

Action 21-245

Moved by Commissioner Miner, seconded by Commissioner Webber, to approve Resolution 21-72.  
(Memorandum 21-189)

**RESOLUTION 21-72**

WHEREAS, the City of Yankton has identified property at 601 E. 8th Street as an at-risk property along Marne Creek, and

WHEREAS, the property is legally described as Lots One (1), Two (2) and the North Sixteen Feet (N16’) of Lot Three (3), Block Sixty-five (65), Lower Yankton City and Yankton Addition to the City of Yankton, South Dakota, and

WHEREAS, the City’s goal is to acquire at risk properties along the creek as grants and other funding sources are available.

NOW, THEREFORE BE IT RESOLVED that the Board of City Commissioners of the City of Yankton, South Dakota, hereby agrees to purchase the described property, 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 21-246

Moved by Commissioner Johnson, seconded by Commissioner Benson, to approve Resolution 21-73.  
(Memorandum 21-195)

**RESOLUTION 21-73**

WHEREAS, the City of Yankton owns property known as Lots 6 - 13, Block 47, Lower Yankton Addition to the City of Yankton including the vacated alley right-of-way, and

WHEREAS, in 2016 the City and Yankton Area Riverboat Days Committee entered into a lease agreement for use of the land, and

WHEREAS, said lease contains a termination clause after that could be invoked by process after the initial two years, and

WHEREAS, The Yankton Area Riverboat Days Committee requested termination of the lease, in writing, via a letter dated September 7, 2021

NOW, THEREFORE BE IT RESOLVED by the Board of City Commissioners of the City of Yankton, South Dakota, that the land lease for the above described property is hereby terminated.

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

Action 21-247

Moved by Commissioner Benson, seconded by Commissioner Webber, to approve Resolution 21-74.  
(Memorandum 21-196)

**RESOLUTION 21-74**

WHEREAS, the City of Yankton owns property known as Lots 6-13, Block 47, Lower Yankton Addition to the City of Yankton including the vacated alley right-of-way, and

WHEREAS, Yankton thrive has offered to purchase the approximate 1.3-acre parcel of land for \$1.15 per square foot (\$64,768.00), and

WHEREAS, said transfer to Yankton Thrive is contingent upon the subsequent transfer to a third party as described in the associated agreement, and

WHEREAS, the Yankton Board of City Commissioners desires to sell the described land for the long term goal of community and economic development, and

WHEREAS, the land is hereby declared surplus property.

NOW, THEREFORE BE IT RESOLVED by the Board of City Commissioners of the City of Yankton, South Dakota, hereby agrees to transfer the described property to Yankton Thrive for the purpose of sale to a third party, and

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

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

Action 21-248

Moved by Commissioner Brunick, seconded by Commissioner Webber, to approve Resolution 21-76. (Memorandum 21-198)

**RESOLUTION 21-76**

Conditional Use Permit

WHEREAS, The Yankton Independent School District #63-3 is an applicant requesting a Conditional Use Permit for property legally described as parts of Blocks 30 and 43 of Lower Yankton Addition to the City of Yankton, South Dakota, 317, E. 7th Street, and

WHEREAS, the above described property is zoned R-4 Multiple Family Residential which allows conditional uses under the City of Yankton's Zoning Ordinance No. 711 as amended, and

WHEREAS, a Conditional Use Permit is necessary for the construction and occupancy of an additional 25-foot x 30-foot school related structure and the associated plans have been reviewed and recommended for approval by a vote of the City Planning Commission.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the City of Yankton, South Dakota hereby approves a Conditional Use Permit for an additional 25-foot x 30-foot school related structure, on the above described property at Webster School, as depicted in the associated documentation.

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

Dave Mingo, Director of Community and Economic Development, led a preliminary discussion with the Commission about the possibility of considering the sale of some excess city cemetery land fronting Broadway Ave. The direction of the discussion, was to allow Director Mingo to bring a proposed “Request for Proposals” to a future City Commission Meeting for further consideration. No other official action was taken at this meeting.

Action 21-249

Moved by Commissioner Webber, seconded by Commissioner Villanueva, to adjourn into Executive Session at 8:08 p.m. to discuss **contractual, litigation and personnel matters** under SDCL 1-25-2.

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

Motion adopted.

Regular meeting of the Board of City Commissioners of the City of Yankton was reconvened by Mayor Moser.

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

Action 21-250

Moved by Commissioner Miner, seconded by Commissioner Benson, to adjourn at 9:01 p.m.

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

Motion adopted.

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Stephanie Moser  
Mayor

ATTEST:

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Al Viereck  
Finance Officer

*WHEREAS, William (Bill) Ziegler began his firefighting career on January 18, 1993; and*

*WHEREAS, Bill retired on May 21, 2021 after having served the City of Yankton for 28 years; and*

*WHEREAS, Bill has contributed valuable time and attention to all affairs and interests of the Fire Department by serving in Firefighter, Captain and 2<sup>nd</sup> Assistant Chief roles;*

*NOW, THEREFORE, BE IT PROCLAIMED, that I, Stephanie Moser, Mayor of the City of Yankton, South Dakota, and my fellow members of the Yankton City Commission and City Manager Amy Leon do hereby express our gratitude to*

*William (Bill) Ziegler*

*for the loyal and faithful service he gave to the City of Yankton, by means of this proclamation dated September 27, 2021.*

*Attest:*

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*Finance Officer*

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*Mayor*

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*City Manager*

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*Fire Chief*





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## OFFICE OF THE CITY MANAGER

[www.cityofyankton.org](http://www.cityofyankton.org)

VOL. 56, NUMBER 18

### Commission Information Memorandum

The Yankton City Commission meeting on Monday, September 27, 2021, will begin at 7:00 pm.

#### Non-Agenda Items of Interest

##### 1) Community & Economic Department Update

Staff will soon begin the annual process measuring street and sidewalk tree branch clearance. Over the next several weeks, as weather permits, residents may notice staff with measuring poles checking for a 12 foot clearance over streets and a 10 foot clearance over public sidewalks. Properties noted in the initial survey will receive a follow-up letter describing the trimming requirements and how to dispose of the trimmings free of charge at the Transfer Station. Residents recently received, or will very soon receive, an insert in their September utility bill reminding them of the requirements. This is the second year of a transition to a utility bill insert from the traditional postcard mailing and is both a savings in staff time preparing the nearly 4000 piece mailing as well as a significant printing and postage savings. In addition to the insert, staff will be utilizing local print and radio media along with City of Yankton social media to spread the word.

The annual mobile home park licensing inspection process has begun and will culminate with the City Commission's consideration of 2022 licenses at the December 13<sup>th</sup> City Commission meeting. This was a year of continued progress in helping ensure that mobile home units and park spaces are safe and properly cared for. We will continue to work closely with mobile home park owners to make sure their properties meet licensing requirements thus providing a viable housing option while maintaining the character of the community.

- September 10<sup>th</sup> – Mailed notice of upcoming inspections to mobile home park owners.
- September 24<sup>th</sup> – Mobile home park inspections complete and preparing to send notification letters to owners with non-compliant items.
- Mid October – Finance Department mails license applications to park owners.
- October 29<sup>th</sup>- Reinspection of non-compliant issues begins. Recommendation for approval based on compliance.
- Mid November – Mobile home park license applications due to Finance Department.
- December 13<sup>th</sup> –City Commission considers 2022 mobile home park licenses.

##### 2) Police Department Update

Cpl. Parker and Sgt. Buechler participated in the Touch A Truck Event on September 18, 2021. Cpl. Parker took the Mobile Command Post to the event and Sgt. Buechler brought a patrol car for the kids to climb into and check out. Cpl. Parker advised there were a lot of kids that took advantage of the event.

Officers will be helping with the NFAA event the next couple of weeks providing extra security and visibility during the event. We will have extra staff on duty to help make this a fun and safe event.

Jon Todd, Dillon Bollinger, Robert Dooley, Tanner Smith, and Marcus Urban were officially sworn in as Yankton's newest Police Officers on 9/24/21. These officers completed their classroom training and will begin their field training on 9/26/21.

K9 Corona and Officer Wilson are at the halfway point in their drug detection training. K9 Corona is doing very well and is excelling quite nicely making Officer Wilson look good. All kidding aside both are doing well in training.

Officer Nolz and Officer Preston Crissey taught ALICE training to staff at the United Church of Christ on Sunday. This is training that teaches staff what to do in the event there is some kind of attack on the church.

### **3) Environmental Services Department Update**

Tanner Hanson was recently awarded the 5S award at the annual South Dakota Water and Wastewater Conference. The award was presented to Tanner by his peers at the annual banquet and awards ceremony. The South Dakota section of the Water Environment Association regards the 5S award as the highest honor within the association.

The South Dakota Water Environment Association (SDWEA) is dedicated to providing education, disseminating technical information, increasing public understanding and promoting sound public policy in the water environment field. The Association is committed to providing high quality services to its members, and elevating the professional status of all personnel engaged in protecting and improving the Earth's water environment. SDWEA is a member association in partnership with the national Water Environment Federation (WEF).

The Select Society of Sanitary Sludge Shovelers (5S) is used by Water Environment Associations to honor those who have made a particular contribution to the industry. The 5S Shovel Award, is meant to be a prestigious award, yet the presentation ceremony is also intended to be fun and not too serious. The Select Society of Sanitary Sludge Shovelers was originated to encourage members to "get involved." The history of the award dates back to 1937 as part of the Pennsylvania Water Environment Association. 5S chapters do not accept applications, but select potential members on the basis of merit. The potential inductee must be selected by his or her peers within the local Chapter of the 5S Society. It is recognition for those members who contribute their efforts, time, and energy to the betterment of the Member Associations within the Water Environment Federation (WEF). Each inductee receives a badge in the form of a gold tie bar in the shape of a round-nosed shovel. Selection for membership is considered the highest honor and recognizes the recipient for long and faithful service to the Member Association. There are 5S chapters within most state sections of the United States Water Environment Federation and Canada, United Kingdom, Australia and New Zealand.

Tanner has been involved in the SDWEA with multiple board positions. He recently completed his role as President and has now moved to the Past President position. The SDWEA board plans and coordinates the annual Wastewater Seminar and the annual Water and Wastewater Conference where professional operators meet. Operators and Engineers are exposed to new processes and technology in the field and are updated on rules and regulations enacted by the State and the EPA. The events are meant to bring professional water operators together and celebrate the accomplishments of water and wastewater facilities and their staff. Operators are able to receive continuing educational credits for attending the events which go towards their operator certification.

#### **4) Public Works Department Update**

Street Department crews have been patching asphalt on various streets throughout the city. Crews have also been adjusting manholes and water valve risers on the newly milled and paved streets.

#### **23<sup>rd</sup> Street Construction and Utility Installation**

Staff had a preconstruction meeting with Hulstein Excavating on September 16<sup>th</sup>. The contractor plans to start the project on September 27<sup>th</sup>. Staff will be notifying the public of the street closure, when that time comes.

The schedule that was submitted still provides for the project to be completed by November 12<sup>th</sup>.

#### **Spruce Street Reconstruction**

The contractor has just completed the seeding of the project. The project is complete and ready for final acceptance and closeout.

#### **Meridian Bridge Column Repair**

Banner Associates have altered the original design for repair. The contractor will be ordering the additional materials that are required for new anode protection. They plan to start the repair project by the end of September. The work itself should take approximately a week.

#### **Active Transportation**

Masonry Components and LaCroix Construction have started on the sidewalk around the backside of the Yankton Middle School. LaCroix will be doing the grading while Masonry will place the concrete. LaCroix has already completed the grading along 20<sup>th</sup> Street and Burleigh Street. They are installing base material in preparation for the concrete installation.

#### **5) Parks and Recreation Department Update**

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

#### **6) Finance Department Update**

The City of Yankton has been approved for the Coronavirus Local Fiscal Recovery Fund (CLFRF) in order to gain access to request ARPA funding.

Finance has prepared the city levy for property taxes as part of the 2022 budget Ordinance No. 1055 and has submitted it to the Yankton County auditor's office on September 17<sup>th</sup>. The Yankton Road Tax (YRT) levy per Resolution #21-67 and delinquent Special Assessments was also delivered to the county auditor on the same date.

The City of Yankton has received four applications for a Medical Cannabis Dispensary business license. Staff is currently reviewing documents and processing background checks.

The Finance Office is working with city departments to compile the annual surplus property listing of vehicles, equipment and other miscellaneous items that have been determined to be no longer necessary, useful or suitable for the purpose for which they were acquired. The surplus resolution will be presented for commission action in October with an online Purple Wave auction to follow. Surplus property may be sold, traded, loaned, destroyed or otherwise disposed of pursuant to SDCL 6-13-1.

Enclosed in your packet is the Monthly Finance Report for August.

**7) Library Update**

The library recently partnered with two local agencies for a themed story time week. During the week of September 13, Yankton Food for Thought helped the library to put on a nutrition-themed story time. YFFT Board members volunteered to read at each of the three sessions for the week and provided a healthy snack for all that participated. Yankton Food for Thought also donated several books to the library about nutrition and healthy eating. During the week of September 20, the library again worked with Cornerstones Career Learning Center to provide a bilingual story time that was done in both English and Chinese in celebration of the Chinese Moon Festival. At an upcoming story time, River City Domestic Violence Center will be working with the library to provide a story time about emotions and staying safe. We love the chance to collaborate with other organizations in town to help spread these important messages and to help each other achieve our missions to provide quality services to the people of our community!

**8) Information Services Update**

One of our new dispatch hires resigned to take another position. We will be advertising, interviewing and updating our hiring list to fill the position. We continue to operate a ten hour shift schedule to help maintain coverage. We have been approved to receive a Power 911 laptop that will allow the center great flexibility in dealing with response to emergency situation. The laptop is the final piece of the puzzle that will allow for a completely mobile dispatch operation.

**8) Monthly reports / Minutes**

Joint Powers Solid Waste monthly reports are included for your review. Minutes from the Parks Advisory Board are included.

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

Sincerely,

Amy Leon  
City Manager

## FINANCE MONTHLY REPORT

Activity	August-21	August-20	August-21YTD	August-20YTD
<b>UTILITY BILLING:</b>				
<b>Water</b>				
Water Sold (in gallons per 1,000)	104,316 M	94,146 M	490,822 M	441,495 M
Water Billed	\$905,685.86	\$817,898.73	\$4,972,324.97	\$4,540,961.14
Basic Water Fee/Rate per 1000 gal.*	\$27.51/6.30	\$27.51/\$6.12		
Number of Accounts Billed	5,655	5,595	43,924	43,514
Number of Bills Mailed	5,655	5,595	43,924	43,514
Total Meters Read	5,887	5,820	46,920	46,655
Meter Changes/pulled	10	7	46	40
Total Days Meter Reading	1	1	8	8
Misreads found prior to billing	0	0	0	0
Customers requesting Rereads	0	0	1	0
<b>Sewer</b>				
Sewer Billed	\$415,518.59	\$375,232.27	\$2,852,624.65	\$2,722,603.92
Basic Sewer Fee/Rate per 1000 gal.*	\$11.22/\$6.80	\$10.69/\$6.48		
<b>Solid Waste</b>				
Solid Waste Billed	\$109,234.02	\$105,276.13	\$866,150.12	\$833,351.98
Basic Solid Waste Fee*	\$23.61	\$22.92		
<b>Total Utility Billing:</b>	<b>\$1,430,438.47</b>	<b>\$1,298,407.13</b>	<b>\$8,691,099.74</b>	<b>\$8,096,917.04</b>
<b>Adjustment Total:</b>	<b>(\$165.00)</b>	<b>(\$1,370.00)</b>	<b>(\$1,800.79)</b>	<b>(\$4,243.64)</b>
Misread Adjustments	\$0.00	\$0.00	(\$424.60)	\$0.00
Other Adjustments	\$0.00	\$0.00	(\$731.19)	(\$1,013.64)
Penalty Adjustments OFF	(\$175.00)	(\$1,390.00)	(\$765.00)	(\$3,370.00)
Penalty Adjustments ON	\$10.00	\$20.00	\$110.00	\$140.00
New Accounts/Connects	66	60	706	733
Accounts Finaled/Disconnects	76	61	497	455
New Accounts Set up	1	7	52	36
Delinquent Notices	433	518	2,925	3,367
Doorknockers	126	123	975	1,239
Delinquent Call List	54	91	501	836
Notice of Termination Letters	15	19	105	121
Shut-off for Non-payment	7	11	50	57
Delinquent Notice Penalties	\$4,330.00	\$5,180.00	\$29,250.00	\$33,670.00
Doorknocker Penalties	\$1,260.00	\$1,230.00	\$9,750.00	\$12,390.00
Bad debts/Accts listed at Collections	\$118,053.64	\$108,232.77	\$118,917.68	\$107,489.64
<b>Other Office Functions:</b>				
Interest Income	\$16,114.40	\$16,214.48	\$131,955.67	\$365,552.23
Interest Rate-Checking Account	0.40%	0.42%		
Interest Rate-CDs	N/A	N/A		
# of Monthly Vendor Checks	137	142		
Payments Issued to Vendors	\$ 3,075,051.58	\$ 2,467,805.58	\$ 19,527,319.30	\$ 23,545,467.75
# of Employees on Payroll	256	181		
Monthly Payroll *	\$ 582,678.26	\$ 445,613.32	\$ 4,189,117.53	\$ 3,759,169.01



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

**MINUTES**  
**YANKTON PARK ADVISORY BOARD**  
**Monday, July 19, 2021, 5:30PM, in the Community Room**  
**CMTEA Building, 1200 W. 21<sup>st</sup> Street**

**I. ROUTINE BUSINESS**

Roll Call:

Present: Jeannine Economy, Elizabeth Healy, Tom Bixler, Daniel Prendable, Joey Bryan and Jason Tellus.

Absent: Commissioner Bridget Benson.

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

Public Appearances: Carol Borchard and Marilyn Wilson for pickle ball. Tara Frank and Tom Nelson for swim team.

Minutes: May 17, 2021 minutes approved. Healy motioned. Economy second. Motion passed 6-0.

**II. OLD BUSINESS**

- A. Elect new board president. Economy elects Healy. Healy declines. Prendable nominates Tellus. Healy moves to close nominations. All in favor 6-0. Tellus is new board president.
- B. The Huether Family Aquatics Center update. Facility data from the month of June. Through 7/15/21 we've sold 3,900 season passes. Approximately 200 Guppy Grant passes have been provided to the Boys and Girls Club. Approximately 45 Guppy Grant passes have been provided to The Center. There have been requests to keep the lazy river open through Labor Day weekend for morning water walking.

**III. NEW BUSINESS**

- A. Pickle ball discussion. Carol B. and Marilyn W. discussed current pickle ball status in community. Westside Park and the City Hall gym have pickle ball lines on the tennis courts. Carol says the pickle ball community is growing with 58 active members and would like to have some dedicated pickle ball courts. They would like to convert the south tennis courts at Fantle Memorial Park into pickle ball courts. A discussion with the tennis users in town would be the next step in determining court needs at Fantle Memorial Park (high school tennis, the Tennis Association, and Mount Marty tennis). These ladies are offering to teach people how to play pickle ball. They are at Westside Park on six days a week, excluding Sunday, from 8am to 10am. They are organized on-line and have a way to schedule playing. The bottom of the fence needs to be fixed at Westside Park so it stops the pickle balls from rolling out of the courts.
- B. Swim team discussion. Tara F. and Tom N. presented. The swim team has 35 members in 2021. The swim team volunteers work hard to fund-raise to keep fees low. The team does



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have a paid coach. They love the new pool but doing the swim meet they struggled with the lane lines and getting them to fit. Some lines were 25 meters while the others were 25 yards with the connectors to go in the middle being complicated. They love the new diving blocks. They are concerned that they are sitting in the sun and should have covers. They recommend putting those in storage when they are not in use. They do like do like keeping a couple of blocks out for use at practices. They don't have enough storage place and would like the City to store blocks and lane lines for the winter. They would like the Parks and Recreation department to take a look at the contracts to allow visiting teams during a swim meet to be allowed to bring in coolers. They struggled to keep food and drink out of the facility during their swim meet. A lot of the groups had food and drink in their camps set-up inside the fence. Tom Bixler spoke in favor of the City buying a trailer to store and haul lane lines and starter blocks. Tom stated the trailer should be quality at a good price along with a good warranty.

- C. 2022 Capital improvement Plan. City Manager Amy Leon presented. New facilities in the community are easier to plan and fund with partnerships and utilizing naming rights. Westside Park and the master plan for the park are a focus in the coming years due to some private donations that the City has partnered for.
- D. 2021 Capital Projects update.
- E. General Discussion. Liz Healy discussed having more fruit trees at the Community Gardens at the Marne Creek Greenway. The board felt the fruit trees that are there should be pruned and treated for pests. Now that all the garden spots are not being utilized by Healthy Yankton, maybe more trees can be planted in the north end of the gardens.

#### **IV. OTHER BUSINESS**

- A. Commission information Memorandums (4 CIM attachments).
- B. Next Meeting: September 20, 2021.

#### **V. ADJOURN**

Tellus motioned, Economy second. Motion carried 6-0.

Joint Powers Solid Waste Authority  
Financial Report Thru August 31, 2021

Description	Yankton Transfer	Vermillion Landfill	Total Joint	8 Month Budget	Legal 2021 Budget
<b>Joint Power Transfer/Landfill</b>					
<i>Total Revenue</i>	\$1,066,841.74	\$733,220.70	\$1,800,062.44	\$1,619,320.00	\$2,428,980.00
<i>Expenses:</i>					
Personal Services	209,840.83	242,364.01	452,204.84	507,482.00	761,223.00
Operating Expenses	177,046.35	184,589.61	361,635.96	576,966.67	865,450.00
Depreciation (est)	107,820.32	167,433.18	275,253.50	288,797.33	433,196.00
Trench Depletion	0.00	105,075.18	105,075.18	150,666.67	226,000.00
Closure/Postclosure Resrv	0.00	6,119.63	6,119.63	16,666.67	25,000.00
Amortization of Permit	0.00	1,342.84	1,342.84	890.00	1,335.00
<i>Total Operating Expenses</i>	494,707.50	706,924.45	1,201,631.95	1,541,469.33	2,312,204.00
<i>Non Operating Expense-Interest</i>	4,878.41	28,904.80	33,783.21	43,742.67	65,614.00
<i>Landfill Operating Income</i>	567,255.83	(2,608.55)	564,647.28	34,108.00	51,162.00
<b>Joint Recycling Center</b>					
<i>Total Revenue</i>	0.00	114,506.54	114,506.54	63,666.67	95,500.00
<i>Expenses:</i>					
Personal Services	0.00	144,950.70	144,950.70	158,022.00	237,033.00
Operating Expenses	0.00	111,308.35	111,308.35	82,066.67	123,100.00
Depreciation (est)	0.00	19,250.76	19,250.76	25,000.00	37,500.00
<i>Total Operating Expenses</i>	0.00	275,509.81	275,509.81	265,088.67	397,633.00
<i>Non Operating Expense-Interest</i>	0.00	0.00	0.00	0.00	0.00
<i>Recycling Operating Income</i>	0.00	(161,003.27)	(161,003.27)	(201,422.00)	(302,133.00)
<i>Total Operating Income</i>	\$567,255.83	(\$163,611.82)	\$403,644.01	(\$167,314.00)	(\$250,971.00)
<b>Tonage in Trench:</b>	<b>8/31/2020</b>	<b>8/31/2021</b>			
Asbestos	76.27	84.25	84.25	33.33	50.00
Centerville	139.22	248.48	248.48	733.33	1,100.00
Beresford	940.96	0.00	0.00	933.33	1,400.00
Clay County Garbage	9,940.05	10,175.82	10,175.82	9,666.67	14,500.00
Elk Point	729.44	740.02	740.02	173.33	260.00
Yankton County Garbage	16,543.58	16,567.91	16,567.91	15,933.33	23,900.00
<i>Total Tonage in Trench</i>	28,369.52	27,816.48	27,816.48	27,473.33	41,210.00
Operating Cost per ton			\$43.20	\$57.70	\$57.70

This report is based on the following:

Revenue accrual thru August 31, 2021

Expenses cash thru August 31, 2021 with September's bills



Joint Powers Solid Waste Authority  
Financial Report Thru August 31, 2021

Description	Yankton Transfer	Vermillion Landfill	Total Joint	8 Month Budget	Legal 2021 Budget
<b>Source of Funds</b>					
<i>Beginning Balance</i>	(\$552,370.00)	\$2,257,455.00	\$1,705,085.00	\$1,705,085.00	\$1,705,085.00
<i>Operating Revenue:</i>					
Net Income	567,255.83	(163,611.82)	403,644.01	(167,314.00)	(250,971.00)
Depreciation	107,820.32	186,683.94	294,504.26	313,797.33	470,696.00
Trench Depletion	0.00	105,075.18	105,075.18	150,666.67	226,000.00
Amortization of Permit	0.00	1,342.84	1,342.84	890.00	1,335.00
<i>Non Operating Revenue:</i>					
Grant	54,672.08	297,834.54	352,506.62	333,333.33	500,000.00
Loan Proceeds	0.00	317,885.00	317,885.00	1,000,000.00	1,500,000.00
Contributed Capital	0.00	3,770.00	3,770.00	6,666.67	10,000.00
Sale Proceeds	0.00	0.00	0.00	33,000.00	49,500.00
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	5,336.39	5,336.39	14,133.33	21,200.00
<i>Cash Flow Transfer:</i>					
Joint Power Transfer/Landfill	(565,698.12)	565,698.12	0.00	1,156,000.00	1,734,000.00
Joint Recycling Center	0.00	0.00	0.00	0.00	0.00
<i>Total Funds Available</i>	<u>(388,319.89)</u>	<u>3,577,469.19</u>	<u>3,189,149.30</u>	<u>4,546,258.33</u>	<u>5,966,845.00</u>
<b>Application of Funds Available</b>					
<i>Joint Power Transfer/Landfill</i>					
Equipment	13,526.72	16,964.72	30,491.44	321,333.33	482,000.00
Trench	0.00	0.00	0.00	0.00	0.00
Closure/Postclosure Cash Res.	0.00	6,119.63	6,119.63	16,666.67	25,000.00
<i>Joint Recycling Center</i>					
Equipment	0.00	541,188.75	541,188.75	28,666.67	43,000.00
<i>Payment Principal</i>	31,609.40	64,588.01	96,197.41	104,806.67	157,210.00
<i>Appropriation to Reserve</i>	0.00	0.00	0.00	0.00	0.00
<i>Total Applied</i>	<u>45,136.12</u>	<u>628,861.11</u>	<u>673,997.23</u>	<u>471,473.33</u>	<u>707,210.00</u>
<i>Ending Balance</i>	<u>(\$433,456.01)</u>	<u>\$2,948,608.08</u>	<u>\$2,515,152.07</u>	<u>\$4,074,785.00</u>	<u>\$5,259,635.00</u>

Joint Powers Solid Waste Authority  
Financial Report Thru August 31, 2021

<b>Joint Power Transfer/Landfill Description</b>	<b>Yankton Transfer</b>	<b>Vermillion Landfill</b>	<b>Total Joint</b>	<b>8 Month Budget</b>	<b>Legal 2021 Budget</b>
<i>Revenue: (accrual)</i>					
Asbestos	\$0.00	\$5,481.15	\$5,481.15	\$4,000.00	\$6,000.00
Elk Point	0.00	38,138.92	38,138.92	41,600.00	\$62,400.00
Centerville	0.00	12,817.44	12,817.44	9,186.67	13,780.00
Beresford	0.00	0.00	0.00	48,333.33	72,500.00
Clay County Garbage	0.00	562,174.30	562,174.30	547,733.33	821,600.00
Compost-Yd Waste-Wood	0.00	8,304.24	8,304.24	6,333.33	9,500.00
Contaminated Soil	0.00	14,248.37	14,248.37	3,333.33	5,000.00
White Goods	0.00	9,520.26	9,520.26	4,000.00	6,000.00
Tires	0.00	5,385.02	5,385.02	2,666.67	4,000.00
Electronics	0.00	1,448.70	1,448.70	4,000.00	6,000.00
Other Revenue	3.46	75,702.30	75,705.76	10,066.67	15,100.00
Cash long	(0.50)	0.00	(0.50)	0.00	0.00
Rubble	38,885.53	0.00	38,885.53	34,666.67	52,000.00
Transfer Fees	1,025,194.05	0.00	1,025,194.05	900,000.00	1,350,000.00
Metal	2,759.20	0.00	2,759.20	3,333.33	5,000.00
Other Operational - Solid Waste	0.00	0.00	0.00	66.67	100.00
<b>Total Revenue</b>	<b>1,066,841.74</b>	<b>733,220.70</b>	<b>1,800,062.44</b>	<b>1,619,320.00</b>	<b>2,428,980.00</b>
<i>Expenses: (cash)</i>					
Personal Services	209,840.83	242,364.01	452,204.84	507,482.00	761,223.00
Insurance	18,252.31	6,967.80	25,220.11	20,016.67	30,025.00
Professional Service/Fees	16,979.48	6,104.16	23,083.64	88,000.00	132,000.00
Non Professional Fees	0.00	0.00	0.00	0.00	0.00
Processing- Reduction	0.00	7,019.41	7,019.41	0.00	0.00
State Fees	0.00	27,816.48	27,816.48	31,000.00	46,500.00
Professional - Legal/Audit	1,696.20	0.00	1,696.20	1,833.33	2,750.00
Publishing & Advertising	0.00	1,581.03	1,581.03	2,200.00	3,300.00
Rental	0.00	0.00	0.00	333.33	500.00
Hauling fee	0.00	0.00	0.00	0.00	0.00
Equipment repair	1,266.84	22,263.03	23,529.87	40,666.67	61,000.00
Motor vehicle repair	0.00	358.75	358.75	16,000.00	24,000.00
Vehicle fuel & maintenance	85,268.81	38,039.99	123,308.80	138,000.00	207,000.00
Equip, Mat'l & Labor	29,556.53	0.00	29,556.53	43,333.33	65,000.00
Building repair	2,583.43	337.70	2,921.13	16,000.00	24,000.00
Facility repair & maintenance	0.00	6,537.42	6,537.42	23,333.33	35,000.00
Postage	344.81	7.20	352.01	566.67	850.00
Office supplies	240.46	634.82	875.28	2,333.33	3,500.00
Copy supplies	75.80	135.88	211.68	250.00	375.00
Uniforms	218.35	5,493.78	5,712.13	3,666.67	5,500.00
Small Tools & Hardware	99.20	0.00	99.20	166.67	250.00
Travel & Training	0.00	2,725.10	2,725.10	3,000.00	4,500.00
Operating supply	2,252.85	45,279.89	47,532.74	98,400.00	147,600.00
Electricity	5,214.24	11,397.54	16,611.78	20,666.67	31,000.00
Heating Fuel - Gas	10,280.43	0.00	10,280.43	21,666.67	32,500.00
Water	1,318.24	865.00	2,183.24	2,333.33	3,500.00
WW service	537.88	0.00	537.88	866.67	1,300.00
Landfill	165.27	0.00	165.27	200.00	300.00
Telephone	695.22	1,024.63	1,719.85	2,133.33	3,200.00
Depreciation (est)	107,820.32	167,433.18	275,253.50	288,797.33	433,196.00
Trench Depletion		105,075.18	105,075.18	150,666.67	226,000.00
Closure/Postclosure Resrv		6,119.63	6,119.63	16,666.67	25,000.00
Amortization of Permit		1,342.84	1,342.84	890.00	1,335.00
<b>Total Op Expenses</b>	<b>494,707.50</b>	<b>706,924.45</b>	<b>1,201,631.95</b>	<b>1,541,469.33</b>	<b>2,312,204.00</b>

Joint Powers Solid Waste Authority  
Financial Report Thru August 31, 2021

Joint Power Transfer/Landfill Description	Yankton Transfer	Vermillion Landfill	Total Joint	8 Month Budget	Legal 2021 Budget
<i>Non Operating Expense-Interest</i>	4,878.41	28,904.80	33,783.21	43,742.67	65,614.00
<i>Bond Issuance Costs</i>	0.00	14,000.00	\$14,000.00	0.00	0.00
<i>Operating Income (Loss)</i>	\$567,255.83	(\$16,608.55)	\$550,647.28	\$34,108.00	\$51,162.00
<i>Capital:</i>					
Capital Outlay	\$13,526.72	\$16,964.72	\$30,491.44	\$321,333.33	\$482,000.00
Landfill Development	0.00	479,590.35	479,590.35	1,683,333.33	\$2,525,000.00
Capital Lease	0.00	0.00	0.00	0.00	\$0.00
<i>Total Capital Expenditures</i>	\$13,526.72	\$496,555.07	\$510,081.79	\$2,004,666.67	\$3,007,000.00
<i>Grant Reimbursement</i>	\$54,672.08	\$0.00	\$54,672.08	\$333,333.33	\$500,000.00
<i>Federal Grant thru State</i>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Equipment Sale Proceeds	\$0.00	\$0.00	\$0.00	\$33,000.00	\$49,500.00
<i>Cash Flow Transfer</i>	(\$565,698.12)	\$565,698.12	\$0.00	\$0.00	\$0.00
<i>Tonage in Trench:</i>					
Asbestos		84.25	84.25	33.33	50.00
Beresford		0.00	0.00	933.33	1,400.00
Centerville Garbage		248.48	248.48	733.33	1,100.00
Clay County Garbage		10,175.82	10,175.82	9,666.67	14,500.00
Elk Point		740.02	740.02	173.33	260.00
Yankton County Garbage		16,567.91	16,567.91	15,933.33	23,900.00
<i>Total Tonage in Trench</i>		27,816.48	27,816.48	27,473.33	41,210.00
Operating Cost per ton			\$43.20	\$57.70	\$57.70

Joint Powers Solid Waste Authority  
Financial Report Thru August 31, 2021

Joint Recycling Center Description	Yankton Transfer	Vermillion Center	Total Joint	8 Month Budget	Legal 2021 Budget
<i>Revenue:</i>					
Tipping Fees	\$0.00	0.00	\$0.00	0.00	0.00
Metal/Tin	0.00	3,757.25	3,757.25	1,666.67	2,500.00
Plastic	0.00	16,844.48	16,844.48	10,000.00	15,000.00
Aluminum	0.00	26,321.90	26,321.90	10,666.67	16,000.00
Newsprint	0.00	3,026.33	3,026.33	6,000.00	9,000.00
Cardboard	0.00	57,657.05	57,657.05	26,666.67	40,000.00
High Grade Paper	0.00	2,484.46	2,484.46	3,333.33	5,000.00
Other Material	0.00	4,415.07	4,415.07	5,333.33	8,000.00
Contributions/Operating Grants	0.00	0.00	0.00	0.00	0.00
<b>Total Revenue</b>	<b>0.00</b>	<b>114,506.54</b>	<b>114,506.54</b>	<b>63,666.67</b>	<b>95,500.00</b>
<i>Expenses:</i>					
Personal Services	0.00	144,950.70	144,950.70	158,022.00	237,033.00
Insurance	0.00	894.48	894.48	1,600.00	2,400.00
Professional Service/Fees	0.00	896.62	896.62	2,000.00	3,000.00
Hazardous Waste Collection	0.00	54,380.43	54,380.43	26,666.67	40,000.00
Professional-Legal	0.00	0.00	0.00	0.00	0.00
Publishing & Advertising	0.00	441.55	441.55	1,000.00	1,500.00
Rental	0.00	0.00	0.00	0.00	0.00
Equipment repair	0.00	9,513.55	9,513.55	6,333.33	9,500.00
Vehicle repair & maintenance	0.00	156.79	156.79	666.67	1,000.00
Vehicle fuel	0.00	2,641.32	2,641.32	3,333.33	5,000.00
Building repair & maintenance	0.00	2,705.99	2,705.99	1,666.67	2,500.00
Postage	0.00	1.79	1.79	66.67	100.00
Freight	0.00	8,130.00	8,130.00	11,666.67	17,500.00
Office supplies	0.00	800.85	800.85	666.67	1,000.00
Uniforms	0.00	89.97	89.97	500.00	750.00
Materials Purchases	0.00	4,804.20	4,804.20	3,000.00	4,500.00
Travel & Training	0.00	1,587.72	1,587.72	1,000.00	1,500.00
Operating Supplies	0.00	6,480.90	6,480.90	6,666.67	10,000.00
Copy Supply	0.00	190.12	190.12	133.33	200.00
Electricity	0.00	7,613.26	7,613.26	4,333.33	6,500.00
Heating Fuel-Gas	0.00	3,483.63	3,483.63	3,166.67	4,750.00
Water	0.00	228.96	228.96	433.33	650.00
WW service	0.00	736.96	736.96	800.00	1,200.00
Telephone	0.00	533.37	533.37	566.67	850.00
Revenue Sharing	0.00	4,995.89	4,995.89	5,800.00	8,700.00
Depreciation (est)	0.00	19,250.76	19,250.76	25,000.00	37,500.00
<b>Total Op Expenses</b>	<b>0.00</b>	<b>275,509.81</b>	<b>275,509.81</b>	<b>265,088.67</b>	<b>397,633.00</b>
<i>Non Operating Expense-Interest</i>	0.00	0.00	0.00	0.00	0.00
<b>Operating Income (Loss)</b>	<b>\$0.00</b>	<b>(\$161,003.27)</b>	<b>(\$161,003.27)</b>	<b>(\$201,422.00)</b>	<b>(\$302,133.00)</b>
Capital Outlay	\$0.00	\$541,188.75	\$541,188.75	\$28,666.67	\$43,000.00
Grant Reimbursement/Donations	\$0.00	\$297,834.54	\$297,834.54	\$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 August 31, 2021

Expenses cash thru August 31, 2021 with September's bills

2021 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	56,709.25	(9,505.22)	47,204.03	2,930.57	42.77	0.00	(20,006.67)	(20,006.67)	56,709.25	(29,511.89)	27,197.36
February	39,107.65	(24,992.21)	14,115.44	2,597.99	56.15	0.00	(9,001.94)	(9,001.94)	39,107.65	(33,994.15)	5,113.50
Subtotal	95,816.90	(34,497.43)	61,319.47	5,528.56	49.06	0.00	(29,008.61)	(29,008.61)	95,816.90	(63,506.04)	32,310.86
March	29,967.13	(12,358.01)	17,609.12	3,422.39	54.25	0.00	(21,855.15)	(21,855.15)	29,967.13	(34,213.16)	(4,246.03)
Subtotal	125,784.03	(46,855.44)	78,928.59	8,950.95	51.04	0.00	(50,863.76)	(50,863.76)	125,784.03	(97,719.20)	28,064.83
April	70,092.48	(14,572.71)	55,519.77	3,945.20	49.62	0.00	(28,938.30)	(28,938.30)	70,092.48	(43,511.01)	26,581.47
Subtotal	195,876.51	(61,428.15)	134,448.36	12,896.15	50.62	0.00	(79,802.06)	(79,802.06)	195,876.51	(141,230.21)	54,646.30
May	94,234.06	6,375.45	100,609.51	3,531.49	34.63	0.00	(58,638.32)	(58,638.32)	94,234.06	(52,262.87)	41,971.19
Subtotal	290,110.57	(55,052.70)	235,057.87	16,427.64	46.89	0.00	(138,440.38)	(138,440.38)	290,110.57	(193,493.08)	96,617.49
June	83,519.55	21,955.17	105,474.72	3,988.93	37.98	0.00	(17,485.33)	(17,485.33)	83,519.55	4,469.84	87,989.39
Subtotal	373,630.12	(33,097.53)	340,532.59	20,416.57	45.15	0.00	(155,925.71)	(155,925.71)	373,630.12	(189,023.24)	184,606.88
July	105,144.62	24,220.95	129,365.57	3,690.02	35.91	0.00	(10,780.02)	(10,780.02)	105,144.62	13,440.93	118,585.55
Subtotal	478,774.74	(8,876.58)	469,898.16	24,106.59	43.74	0.00	(166,705.73)	(166,705.73)	478,774.74	(175,582.31)	303,192.43
August	93,359.50	35,172.83	128,532.33	3,709.89	39.40	0.00	5,702.46	5,702.46	93,359.50	40,875.29	134,234.79
Subtotal	572,134.24	26,296.25	598,430.49	27,816.48	43.20	0.00	(161,003.27)	(161,003.27)	572,134.24	(134,707.02)	437,427.22

9/1/2021

City of Yankton Transfer Station  
Landfill Tons

Date	City	Licensed Haulers				Sub-Total	All Other	Total Transfer
	Compactors (577)	Janssen (547)	Arts (586)	Loren Fischer (648)	Kortan (673)			
January 2020	253.65	560.86	456.43	103.53	25.07	1,145.89	383.30	1,782.84
February 2020	204.40	478.16	362.72	75.64	20.00	936.52	417.36	1,558.28
March 2020	242.27	557.03	457.14	70.29	22.42	1,106.88	483.69	1,832.84
April 2020	281.79	531.81	488.59	70.67	24.67	1,115.74	599.76	1,997.29
May 2020	281.34	635.55	490.00	54.95	28.55	1,209.05	541.69	2,032.08
June 2020	282.67	612.60	440.23	78.61	25.93	1,157.37	895.50	2,335.54
July 2020	300.31	645.12	461.73	90.00	34.49	1,231.34	854.57	2,386.22
August 2020	284.33	592.83	438.87	81.42	27.50	1,140.62	818.92	2,243.87
September 2020	279.82	633.87	521.98	73.01	24.87	1,253.73	570.60	2,104.15
October 2020	268.16	599.32	497.65	85.75	31.21	1,213.93	571.74	2,053.83
November 2020	262.62	589.64	455.91	68.49	24.26	1,138.30	493.33	1,894.25
December 2020	284.79	574.48	477.91	65.28	27.70	1,145.37	470.55	1,900.71
2020 Total	3,226.15	7,011.27	5,549.16	917.64	316.67	13,794.74	7,101.01	24,121.90
January 2021	236.20	525.19	420.65	82.07	23.66	1,051.57	507.40	1,795.17
February 2021	209.71	469.53	428.60	52.03	28.90	979.06	375.91	1,564.68
March 2021	268.59	625.10	504.42	75.16	27.90	1,232.58	537.56	2,038.73
April 2021	278.20	645.30	524.53	64.28	35.94	1,270.05	884.36	2,432.61
May 2021	253.20	652.38	457.22	76.67	28.49	1,214.76	614.82	2,082.78
June 2021	291.90	749.78	530.93	85.89	33.61	1,400.21	562.06	2,254.17
July 2021	284.89	724.18	561.10	74.00	38.61	1,397.89	578.80	2,261.58
August 2021	292.03	674.93	536.59	77.66	34.27	1,323.45	592.98	2,208.46
2021 Total	2,114.72	5,066.39	3,964.04	587.76	251.38	9,869.57	4,653.89	16,638.18

CITY OF VERMILLION  
LANDFILL TONS

	2021	Art's Garbage	City of Elk Point	Fischer Disposal	Loren Fischer	Herm's Sanitation	Turner County	Vermillion Garbage	Waste Mgmt of Sioux City	Other	2021 Tons	
\$51.00 PER TON	Jan	26.78	80.53	177.08	491.69	23.71	20.96	58.58	125.47	110.82	1115.62	
	Feb	27.53	75.95	163.93	401.90	21.21	22.79	53.88	167.56	78.31	1013.06	
	Mar	12.87	102.80	228.01	605.13	30.59	28.11	64.98	170.23	116.10	1358.82	
	April	38.29	95.35	208.06	592.76	48.35	26.63	62.06	211.00	259.65	1542.15	
	May	29.03	92.80	240.31	664.31	42.35	35.57	60.34	188.88	190.19	1543.78	
	June	10.99	92.29	214.10	770.61	54.73	41.94	51.76	186.03	339.63	1762.08	
	July	22.00	96.64	213.24	528.51	46.06	39.74	46.21	177.70	73.47	1243.57	
	Aug	32.62	103.66	247.46	570.97	52.15	32.74	71.74	172.08	205.96	1489.38	
	Sept											0.00
	Oct											0.00
	Nov											0.00
	Dec											0.00
			200.11	740.02	1692.19	4625.88	319.15	248.48	469.55	1398.95	1374.13	11068.46

	2020	Art's Garbage	City of Beresford	City of Elk Point	Fischer Disposal	Loren Fischer	Turner County	Vermillion Garbage	Waste Mgmt of Sioux City	Other	2020 Tons
\$49.00 PER TON	Jan	10.20	109.82	89.82	188.77	479.63	20.89	42.05	132.71	179.52	1253.41
	Feb	27.67	86.89	74.09	164.48	363.19	18.85	35.80	166.79	115.88	1053.64
	Mar	36.06	117.09	87.63	200.26	442.49	18.29	39.74	120.55	312.30	1374.41
	April	21.04	118.69	101.50	209.59	597.24	15.73	37.34	91.47	511.54	1704.14
	May	20.92	112.24	87.29	228.45	607.99	15.83	36.03	82.73	224.84	1416.32
	June	63.59	131.92	96.00	251.81	636.94	18.20	34.82	120.15	483.54	1836.97
	July	73.05	133.48	103.55	232.84	637.95	18.08	40.96	127.16	316.98	1684.05
	Aug	22.18	130.83	89.52	239.99	563.87	13.35	47.89	166.30	229.07	1503.00
	Sept	5.10	114.94	101.96	215.96	547.94	23.22	37.96	140.07	351.97	1539.12
	Oct	15.13	125.51	90.86	207.74	535.07	18.23	43.75	220.27	210.17	1466.73
	Nov	17.08	126.87	95.34	210.56	529.42	20.56	42.02	166.62	123.31	1331.78
	Dec	81.40	114.86	119.47	192.03	500.93	21.70	36.67	129.75	95.13	1291.94
			393.42	1423.14	1137.03	2542.48	6442.66	222.93	475.03	1664.57	3154.25

PARKS AND RECREATION DEPARTMENT

**SUMMIT ACTIVITIES CENTER and RECREATION PROGRAMS**

- After discussing the rentals and outside use of school facilities, rentals began again on September 7, 2021. This will be subject to change as the school monitors the COVID situation in our community and in the schools.
  - SAC member attendance for September 1-15 – 966 visits  
(2020- 604 visits, 2019- 1,763 visits, 2018- 1,939 visits, 2017- 2,466 visits)
  - New Members Joined– 38  
(2020- 63 people, 2019- 38 new members, 2018- 34 people, 2017- 21 people)
- The SAC will resume open swims on the weekends beginning October 2.
- Modified fitness class schedule to resume October 18.
- There will be access to the auxiliary gym for all ages as long as there is not a school sponsored activity taking place in the auxiliary gym.
- The SAC Pool was dumped for cleaning and maintenance on Monday, September 13. The slide is being cleaned and repainted. Tentative re-opening of pool is scheduled for Monday, September 27.

**Capital Building Rentals**

- Days Rented – 4 Dates

**Park Shelter Rentals**

- Riverside- 17 Rentals
- Memorial – 1 Rentals
- Westside – 0 Rentals
- Rotary – 0 Rentals
- Sertoma – 0 Rentals
- Tripp – 0 Rentals
- Meridian Bridge – 2 Rentals

Brittany LaCroix has been working with groups to schedule events for the fall of 2021.

- Touch-a-Truck took place on Saturday, September 18, and this is a City of Yankton sponsored event. Approximately 750 attended the event.
- There are a couple of parades for homecomings (Yankton and Mount Marty) happening in the next weeks.
- Mount Marty tailgating is still taking place at Fantle Memorial Park on Saturday mornings of home games.
- Brittany is also working with the archery tournaments taking place in Yankton as a support staff person.



Monday, September 13- Yankton Bucks and Gazelles Youth Singers program began. 15 3<sup>rd</sup>/4<sup>th</sup> grade participants. 6 5<sup>th</sup>/6<sup>th</sup> grade participants.

## **PARKS**

The Huether Family Aquatics Center spray zone closed to the public on Sunday, September 12 at 8:00pm.

We have one summer staff that has returned to work for the parks department this fall and we've also hired a retired gentleman to work for us this fall.

The ball fields at Sertoma Park, Summit Activities Center, and Riverside Park are being dragged and prepared each weekday according to game schedules submitted to the Parks Department. Special Olympics softball, High School softball, and Mount Marty University fall softball utilize fields in the fall.

The Parks Staff are delivering picnic tables, benches, trash cans, dumpsters, fence, and other event support materials for community event.

The parks staff will move bleachers, benches, goals, trash cans, and other items in the coming weeks as needed for any sports tournaments that are scheduled. The parks staff will be involved with preparing Riverside Park for the archery tournaments.

NOTICE OF HEARING UPON APPLICATION  
FOR SALE OF ALCOHOLIC BEVERAGES

NOTICE IS HEREBY GIVEN that an application has been received by the Board of City Commissioners of the City of Yankton, South Dakota, for a Special Malt Beverage (on-off sale) Retailers License for 2 days, October 16, 2021 and October 30, 2021, from Backspace Brewing Company LLC d/b/a Backspace Brewing Company (Chris Allington, Partner), Memorial Park, 2000 Douglas, Yankton, S.D.

NOTICE IS FURTHER GIVEN that a Public Hearing upon the application will be held on Monday, October 11, 2021 at 7:00 p.m. in the City of Yankton Community Meeting Room at the Career Manufacturing Technical Education Academy, 1200 West 21<sup>st</sup> 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 27<sup>th</sup> day of September, 2021.



Al Viereck  
FINANCE OFFICER

\_\_\_\_ Voice vote

## ***Memorandum #21-203***

**To:** Amy Leon, City Manager  
**From:** Brittany LaCroix, Events and Promotions Coordinator  
**Subject:** Request by Meridian District for a Special Events Parking Ordinance #933 to be in place during their Harvest Halloween Festival  
**Date:** September 20, 2021

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Harvest Halloween, organized by the Meridian District is a re-occurring event that has become a staple event for Yankton held in the heart of the Meridian District. Due to the COVID-19 pandemic, the committee made the tough decision to cancel their event in 2020.

The organizing committee is requesting a Special Events No Parking Street Closure on 3<sup>rd</sup> Street from Douglas to the alley between Walnut and Cedar (1 ½ blocks) and also Walnut Street from 2<sup>nd</sup> to the alley between 3<sup>rd</sup> and 4<sup>th</sup> Street (1 1/2 blocks), shown on the attached map, to be in effect from 6:00 AM on October 29, 2021 until 12:00 PM on November 1, 2021 to allow for cleanup and tear down of the event. The event committee has been in contact via email or letter with all business impacted by the closure.

In 2010, the City Commission adopted an ordinance allowing for a no parking designation for special events designated by a resolution before the governing body. This resolution would authorize the City to tow vehicles that are parked in the defined area and times.

Meridian District is requesting that Special Events Parking zone identifying boundaries of the zone and Tow Authorization be granted during this event for traffic. Meridian District will place no parking signs 48 hours prior to the event on Wednesday, October 27, 2021. Meridian District will create a temporary sign to attach identifying details of the event. Meridian District is also requesting A-frames be provided to hang no parking signs and barricades to be used to close the streets as mentioned above. Meridian District will coordinate with the Streets & Parks Departments to locate signs in appropriate areas.

The Meridian District committee is working with the Events and Promotions Coordinator to get picnic tables, barricades, cones, garbage barrels, garbage dumpsters and special event A-frames. Exact numbers have not yet been determined.

**Recommendation: It is recommended that the City Commission approve the special event with the special event parking ordinance in force October 29<sup>th</sup> – November 1<sup>st</sup> for the area of 3<sup>rd</sup> Street between Douglas and the alley between Walnut and Cedar and also Walnut Street from 2<sup>nd</sup> to the alley between 3<sup>rd</sup> and 4<sup>th</sup> Street for the Harvest Halloween event.**

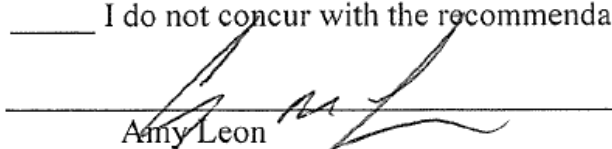
Respectfully submitted,



Brittany LaCroix  
Events & Promotions Coordinator

I concur with the recommendation.

I do not concur with the recommendation.



Amy Leon  
City Manager

Roll call

***Resolution #21-78***

**Special Events Parking Request**

WHEREAS, the City Commission adopted an Ordinance allowing for no parking designation for special events within the City of Yankton; and

WHEREAS, this Resolution would authorize the City of Yankton to tow vehicles that are parked in the defined are or areas and times specified for Special Events; and

WHEREAS, the Meridian District has made a request to enact this no parking zone for their event.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the City of Yankton, South Dakota hereby approves the Special Event Parking Request on 3<sup>rd</sup> Street from Douglas to the alley between Walnut and Cedar and also on Walnut Street from 2<sup>nd</sup> to the alley between 3<sup>rd</sup> and 4<sup>th</sup> Street, shown on the attached map, to be in effect from 6:00 AM on October 29, 2021 until 12:00 PM on November 1, 2021.

Adopted:

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Stephanie Moser, Mayor

ATTEST:

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Al Viereck, Finance Officer

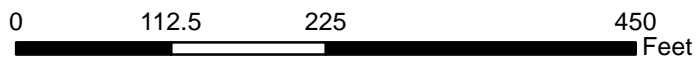


# City of Yankton

Harvest Halloween Event  
October 29 - November 1, 2021

 Special Event -  
No Parking

6:00am Fri, Oct 29 - 12:00pm Mon, Nov 1





## ***Memorandum #21-199***

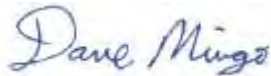
**To:** Amy Leon, City Manager  
**From:** Dave Mingo, AICP Community and Economic Development Director  
**Subject:** Airport Hangar #38 Land Lease Agreement Transfer from Rick Daugherty to Dos Lobos Aviation  
**Date:** September 17, 2021

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We have received a request to transfer a land lease for a private hangar owned by Rick Daugherty to Dos Lobos Aviation for Hangar #38 as shown on the attached “Chan Gurney Airport Leases” map. This is a name change only and Mr. Daugherty has signature authority for Dos Lobos Aviation. A land lease transfer of this nature is subject to the approval of the City Commission.

Attached is a “Hangar Land Lease Transfer” application signed by Mr. Daugherty. Until the time of expiration, the terms and conditions of the original lease remain in place through the process of transfer if approved.

Respectfully submitted,



Dave Mingo, AICP  
Community and Economic Development Director

**Recommendation: It is recommended that the City Commission approve Resolution #21-77 and the Hangar Land Lease Transfer request for Hangar #38 from Rick Daugherty to Dos Lobos Aviation.**

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



Amy Leon  
City Manager

## **RESOLUTION #21-77**

### **A RESOLUTION TRANSFERRING A HANGAR LAND LEASE AGREEMENT FROM RICK DAUGHERTY TO DOS LOBOS AVIATION**

WHEREAS, The City of Yankton has the authority to approve the airport hangar ground lease agreement transfer for the airport hangar #38 owned by Rick Daugherty; and,

WHEREAS, Dos Lobos Aviation wishes to assume ownership of the hangar from Rick Daugherty; and,

WHEREAS, said transfer is a change in the name of ownership with Rick Daugherty having signature authority for Dos Lobos Aviation and,

WHEREAS, it is in the best interest of the City of Yankton and the operations of Chan Gurney Airport to approve the transfer request.

NOW, THEREFORE, BE IT RESOLVED by the Board of City Commissioners of the City of Yankton, SD, that the transfer of the ownership of the airport hangar and the assignment of the land lease agreement from Rick Daugherty to Dos Lobos Aviation is hereby approved.

BE IT FURTHER RESOLVED that the City Manager be authorized to execute said lease transfer.

Adopted:

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By: Stephanie Moser, Mayor  
City of Yankton

ATTEST:

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Al Viereck  
Finance Officer



**CHAN GURNEY AIRPORT HANGAR LAND LEASE TRANSFER**

THIS LEASE AGREEMENT, made and entered into this \_\_\_\_\_ day of September, 2021 by and between the CITY OF YANKTON, SOUTH DAKOTA, a municipal corporation, "LESSOR", and Rick Daugherty hereinafter referred to as the "LESSEE" under the name of Dos Lobos Aviation. Said action is a name change only with the same principals involved.

WITNESSETH:

WHEREAS, the LESSOR is the owner of the Chan Gurney Airport, and the LESSOR deems it proper to enter into a lease with the LESSEE and the LESSEE desires to continue leasing Hangar space #38, under a different name and under the terms and conditions set forth in the original lease document.

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

1. PREMISES: The LESSEE shall be privileged to lease space #38. The LESSEE shall be solely responsible for any and all expense, liability, insurance and personal taxes pertaining thereto for any and all contents. The LESSEE further agrees to maintain the premises in good appearance and repair.
2. LEASE TERMS AND CONDITIONS: Shall all be per the original lease agreement.

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

LESSOR  
CITY OF YANKTON, SOUTH DAKOTA  
A Municipal Corporation

By: \_\_\_\_\_  
Stephanie Moser, Mayor

ATTEST:

\_\_\_\_\_  
Al Viereck, Finance Officer

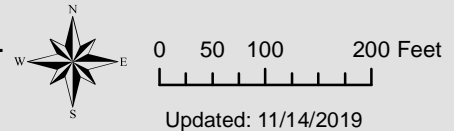
DocuSigned by:  
By: Rick Daugherty  
Rick Daugherty  
75A1F27B00B344A

LESSEE – Dos Lobos Aviation

# Chan Gurney Airport Leases



- 1. N/A Decommissioned
- 3. Barrel Hangar Bldg.  
Dr. James Kerr  
Lucas Marts  
Scott S. Olson  
Skorpik's Inc.
- 4. Office Space Terminal Bldg.
- 5. City of Yankton Crash Bldg.
- 6. N/A Decommissioned
- 8. Crop Dusters
- 10. N/A Decommissioned
- 11. Keith Toczek
- 12. Harold & Angela Schramm
- 13. Keith & Diane Toczek
- 14. Chris Larson
- 15. Chris Nelson
- 16. Allen Fenner
- 17. Yankton Flyers, LLC
- 18. James P. Eisenmenger
- 19. Hoffner Flying Inc. (Jake Hoffner)
- 20. Yankton Air (Dave Tunge)
- 21. Mark Hunhoff
- 22. City of Yankton Electrical Bldg.
- 23. City of Yankton Maintenance Bldg.
- 24. T Hangar Bldg.  
Bill Mount  
Dave Tunge  
Terry Hacecky  
Yankton Area Aviators, Inc.  
John Lillevold  
Skip VanDerhule & Jim Cox
- 25. Hoffner Flying Inc. (Jake Hoffner)
- 26. Corporate Hangar (KPI & Crop Dusters)
- 27. Rod Nohr
- 28. Dr. Robert Neumayr
- 29. Mark Yonke Revocable Trust
- 30. Becker Flying Service, Inc.
- 31. Dr. Kynan Trail
- 32. Myles Tieszen
- 33. Centerline, LLC (Dan Specht)
- 34. Chris Nelson
- 35. Dan Broz
- 36. Available Space
- 37. Yankton Air (Dave Tunge)
- 38. Rick Daugherty



## *Memorandum #21-197*

To: Amy Leon, City Manager  
 From: Todd R. Larson, Director of Parks, Recreation, & City Events  
 Date: September 22, 2021  
 Subject: Recommendation from Health Insurance Committee for Group Health Insurance, Vision Insurance, Dental Insurance, and EAP Coverage.

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The Employee Health Insurance Committee was established to review health insurance proposals and renewal options for our group coverage each year. The members serving on this committee are: non-voting chair Todd Larson; voting members Duane Johnson, Brad Bies, Brooke Jackson, Amanda Schieffer, Amanda Stucky, and Dwayne Schantz. The Health Insurance Committee also reviews other fringe benefits provided by the City of Yankton.

The Health Insurance Committee is recommending for 2022, that the City of Yankton continue to pay 100% of the premium for the single dental insurance plan for the employee. The Health Insurance Committee is also recommending the City of Yankton continue to pay 100% of the premium for the \$15,000 life insurance policy provided to the employee. These minor adjustments made by the City a couple of years ago has improved the employees' benefits package and it has eliminated additional paperwork and staff time when processing paperwork for shared premium costs.

Below is the Employee Health Insurance Committee's recommendation for the City of Yankton's 2022 Health Insurance Renewal:

### HEALTH INSURANCE

On September 2, the Health Insurance Committee received the quotes for health insurance, of both a traditional low deductible plan and for a High Deductible Health Plan with a Health Savings Account, for 2022 from Avera Health, Wellmark, and Health Partners. In comparing the plans and quotes, Health Partners, which is our current provider, came with a blended 15% increase for premiums. Avera, who was our provider prior to 2021, quoted the same plan as Health Partners and it is a decrease with a blended -4.15% cost for premiums, and Wellmark came with a blended 12.05% increase.

The traditional plan and the HDHP plan quoted were the same across each provider. The Avera quote also will provide the employee with a GreatLIFE Fitness membership.



<b>Medical Premiums</b>	<b>Current Rate Traditional</b>	<b>Current Rate HDHP</b>	
<b>Employee</b>	\$565.06	\$462.19	City pays 100% of premium
<b>Employee + 1</b>	\$1,014.71	\$829.98	City pays 50% of premium
<b>Family</b>	\$1,576.39	\$1,289.41	City pays 50% of premium
<i>Adm Fee</i>	<u>\$0.00</u>	<u>\$0.00</u>	
<b>Monthly Total</b>	<b>\$59,617.90</b>	<b>\$31,019.43</b>	
<b>Enrollment</b>	<b>77 EE; 5 E + 1; 7 Families</b>	<b>43 EE; 1 E + 1; 8 Families</b>	

<b>Medical Premiums</b>	<b>Avera Renewal Rate Traditional</b>	<b>Avera Renewal Rate HDHP</b>	
<b>Employee</b>	\$549.62	\$497.24	
<b>Employee + 1</b>	\$971.85	\$877.80	
<b>Family</b>	\$1,499.31	\$1,353.18	
<b>Adm Fee</b>	<u>\$0.00</u>	<u>\$0.00</u>	
<b>Monthly Total</b>	<b>\$53,787.76</b>	<b>\$33,084.56</b>	
<b>Enrollment</b>	<b>77 EE; 5 E + 1; 7 Families</b>	<b>43 EE; 1 E + 1; 8 Families</b>	
	<b>Employee Access to GreatLIFE Fitness Center</b>	<b>Employee Access to GreatLIFE Fitness Center</b>	

Please be reminded that the City does contribute into the HSA account for those employees on the HDHP plans. The savings (difference between traditional plan premium and HSA premium) from the City of Yankton's portion of the lower HDHP premium is placed into the Health Savings Account of the employee as an employer contribution.

The GreatLIFE Fitness Membership is a new benefit and provides added value to the health insurance plan. The fitness membership is for the employee only and it provides for a free single fitness membership. GreatLIFE has offered a discount when upgrading to the couple's fitness-only and family fitness-only membership off the retail price. This benefit does not include golf. If an employee wanted to upgrade to include a golf membership, the employee would be charged the full retail rate of the golf membership.

The 2022 City budget had allocated for a 10% increase in health insurance premiums. Avera Health agrees to cap the next renewal for 2023 at 10% or less but there are stipulations for the City of Yankton employees to fulfill. These stipulations would be: 1) 75% of the employees must complete both a biometric screening and a health risk survey within 90 days of the effective date of coverage (by April 1, 2022); and 2) all new hires must complete both a biometric screening and a health risk survey within 90 days of the effective date of hire and complete a medical questionnaire to be utilized for population health medical management purposes.

Therefore, the Health Insurance Committee's recommendation is to move to Avera Health with the quoted coverage plan for the traditional and HSA coverage as the City of Yankton's health care provider.

Employees will be highly encouraged to attend a health insurance educational meeting or to watch a video to educate themselves on the differences of an HDHP plan versus the traditional low deductible plan, the benefits of switching to an HDHP and utilizing an HSA, the difference in out-of-pocket costs with an HDHP, and then the employee can decide on which option is best for them.

FLEX SPENDING ACCOUNTS

(FSA and Dependent Care) Avera Health provides these services and the City has utilized these services in the past. The recommendation is to align the flex spending accounts with the medical provider being recommended.

VISION INSURANCE

The Standard vision insurance plan that was accepted for 2021 has a rate guarantee through 2022.

<i>Vision Premium</i>	
Employee	\$2.00
Employee + 1	\$4.50
Employee + 2	\$5.99
<i>Monthly Admin Fee</i>	<u>\$0.00</u>

Therefore, the Health Insurance Committee's recommendation is to keep The Standard as the City of Yankton's Vision care provider.

DENTAL INSURANCE

On September 2, the Health Insurance Committee received an update on dental insurance premiums from Principal. The 2022 rate increase is 4.9% increase.

<i>Dental Premium</i>	<i>Current Rate</i>	<i>Renewal Rate</i>
Employee	\$30.46	\$31.95
Employee + 1	\$59.09	\$61.98
Employee + 2 or more	\$106.89	\$112.13
<i>Admin Fee</i>	\$0.00	\$0.00

For 2021, Principal had a 20% lower premium than our past provider.

Therefore, with the small proposed increase in dental premiums for 2022, the Health Insurance Committee's recommendation is to stay with Principal as the City of Yankton's dental provider.

EMPLOYEE ASSISTANCE PROGRAM (EAP)

The 2021 EAP with five free sessions per employee was provided by Avera at \$2.60. The 2022 Avera EAP would cover 186 employees currently. The rate will be \$2.65 per employee. The Health Insurance Committee recommends to renew the EAP contract with Avera.

SUPPLEMENTAL INSURANCE

AFLAC is the provider the City of Yankton uses for supplemental insurances that employees may or may not choose to purchase (Accident Insurance, Critical Illness Insurance, Hospital Indemnity Insurance) at 100% of the employee cost. There is no recommendation to change to another provider.

EFFECTIVE DATES

All rates and plans would be effective January 1, 2022.

\_\_\_\_ Roll call

**Recommendation: The Employee Health Insurance Committee, with input from City of Yankton employees, recommends the City Commission approve the recommendation to move to Avera Health's offering the (traditional) low deductible plan along with the High Deductible Health Plan (HDHP) and Health Savings Account (HSA) for 2022 at an approximate decrease of a blended -4.15%. The Health Insurance Committee also recommends the City Commission approve The Standard vision insurance plan with no rate increase, the Principal dental insurance plan with a 4.9% increase, and the Avera EAP plan with a 1.9% increase, for 2022. The Health Insurance Committee recommends that the City Commission approve remaining with AFLAC for supplemental insurance.**

Respectfully submitted,



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

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



Amy Leon  
City Manager

\_\_\_\_ Roll call

**Memorandum#21-205**

**To:** Amy Leon, City Manager  
**From:** Kyle Goodmanson, Director of Environmental Services  
**Subject:** Bid Award for the Annual Wastewater Treatment Plant Sludge Removal  
**Date:** September 27, 2021

Two bids were received for wastewater sludge removal on September 8, 2021. This is an annual contract to dispose of wastewater liquid sludge. The bids received are listed below:

<b>Contractor</b>	<b>Wastewater Treatment Plant Liquid Sludge Per Gallon</b>	
Dakota Rock Farms 30962 Frog Creek Rd. Vermillion, SD 57031	<b>.03</b>	
J & B Tanker Inc. PO Box 177 Painview, AR 72856		
Willard Schmidt 43970 306th Street Yankton, SD 57078	<b>.03</b>	<b>Decided by random draw.</b>

(Gray background denotes low bid.)

The wastewater liquid sludge 2021 bid is equal to the 2019 and 2020 bids. With the unit prices stated, it is anticipated that the total expenditure for the Wastewater Treatment Plant liquid sludge will be approximately \$80,000. This will be the same contractors as previous years.

The recommendation of City staff is to award the low bid for wastewater liquid sludge to Willard Schmidt for \$0.0325 per gallon as stated in this Memorandum #21-205.

Respectfully submitted,



Kyle Goodmanson,  
Director of Environmental Services

**Recommendation: It is recommended to award the low bid for wastewater liquid sludge to Willard Schmidt for \$0.0325 as stated in this Memorandum #21-205.**

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

*AJ FOR Amy L.*  
Amy Leon  
City Manager

cc: Project File

\_\_\_\_ Roll call



## MEMORANDUM #21-202

To: Amy Leon, City Manager  
From: Kyle Goodmanson, Director of Environmental Services  
Date: September 27, 2021  
Subject: State Water Plan Application

In continuing action related to water and wastewater improvements, city staff will be submitting a State Water Plan Application.

South Dakota Department of Agriculture and Natural Resources (DANR) released a press release on August 31, 2021 reminding entities of the October 1<sup>st</sup> State Water Plan deadline. Projects must be on the State Water Plan to be considered for SRF and other state funding. The State Water plan is a listing of potential projects eligible for funding from the DANR's Environmental Funding Program, which includes water, wastewater, and storm water projects.

“The American Rescue Plan funding provided to the state can be used for investments in water and wastewater infrastructure, which DANR's Environmental Funding Program already supports,” said DANR Secretary Hunter Roberts. “We encourage all eligible projects to apply for placement on the State Water Plan now so the Governor and legislature can see the full scope of water and wastewater infrastructure funding needs as they allocate available resources.”

The potential of American Rescue Plan funding being utilized by the SD DANR Environmental Funding Program could result in one time grant funds available. Staff is currently working on potential projects. Staff will need to provide an executive summary, detailed cost estimate, discussion of alternatives and maps as part of the State Water Plan application by October 1<sup>st</sup>. Staff is working with HDR to help put together a phase 2 project at the Wastewater Treatment Facility. HDR is currently working on the Wastewater Treatment Plant Master Plan and has a lot of the required information available. Staff is also looking at potential projects in the water distribution system including water main replacement and new metering technology. Staff has also identified wastewater collection system projects including main replacement and lift station improvements. Project placement on the State Water Plan may be limited by the short timeline. If a project is listed on the State Water Plan it is not a guarantee that it will be completed, projects are completed based on available funds. Projects on the State Water Plan are not necessarily our final project list when applying for funding. Applications for the first round of funding would be due January 1, 2022 with a March award. The amount of Funds available at this time is unknown. Projects completed using ARPA funds will have to be completed by 2026.

Potential funds will be incorporated into future City budgets once funding awards are made.

\_\_\_\_\_ Roll call

**It is recommended that the City Commission authorize the City Manager to execute the State Water Plan application. This will allow access to SRF loan funds and other DANR Environmental Funds.**

Respectfully submitted,



Kyle Goodman  
Director of Environmental Services

**Recommendation: It is recommended that the City Commission consider the adoption of Memorandum #21-202 authorizing the City Manager to sign all documents necessary for the State Water Plan application.**

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



Amy Leon  
City Manager

\_\_\_\_\_ Roll call

**Memorandum #21-200**

**To:** Amy Leon, City Manager  
**From:** Adam Haberman, PE, Public Works Director  
**Subject:** Proposal for Professional Services for Westside Park Concept Plan with Stockwell Engineers  
**Date:** September 21, 2021

In 2019, the City Commission adopted a Westside Park Master Plan. The Master Plan was developed through input gathered from public meetings, online surveys, phone calls, and emails. The Master Plan was based on the realization that public feedback revealed Yankton citizens like the park the way it is; but would like to see improvements to the current facilities with a few additional amenities.

The 2022 City of Yankton budget includes funds for improvements in the City's Westside Park.

Attached is a Proposal for Professional Services from Stockwell Engineers to develop a Westside Park Concept Plan for improvements to be made in 2022. The concept design will include pond and island improvements including bank stabilization and pedestrian bridge replacement, additional trails, meditation garden, restroom upgrades, lighting, and irrigation. The concept design will align with what was developed in the Westside Park Master Plan. This concept design proposal includes surveying the project location and developing estimated construction and project costs. Compensation for services included in this proposal is a lump sum amount of \$32,250.00. Once project cost estimates have been determined, the City can proceed with an engineering contract for final design and construction administration proposals for a 2022 construction project.

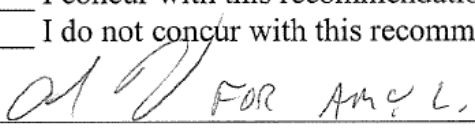
**Recommendation: It is recommended that the City Commission approve the Proposal for Professional Services for a Westside Park Concept Plan with Stockwell Engineers, Inc. and authorize the City Manager to sign and administer the contract as explained in Memorandum #21-200.**

Respectfully submitted,



Adam Haberman, PE  
 Public Works Director

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

  
 Amy Leon  
 City Manager

\_\_\_\_\_ Roll Call

## AGREEMENT FOR PROFESSIONAL SERVICES

**Project:** Westside Park Concept Plan

**Stockwell Project No.:** 21289

This Agreement for Professional Services (hereinafter "Agreement") is made and entered into by and between **STOCKWELL ENGINEERS, INC.**, 201 Walnut Street, Yankton, SD 57078, (hereinafter "Engineer") and **CITY OF YANKTON**, (hereinafter "Client"), for the services described under the Scope of Services (the "Services").

**CLIENT:** City of Yankton

**ADDRESS:** P.O. Box 176 | Yankton, SD 57078

**Scope of Services:** Client hereby agrees to retain Engineer to perform the Services as outlined in the attached *Proposal for Professional Services* dated September 14, 2021. In general, the Project consists of survey and concept design services for Westside Park.

**Compensation:** In consideration of these Services, the Client agrees to pay Engineer compensation as follows:

**Basic Compensation:** Lump sum \$32,250.00 excluding sales tax

**Additional Services Multiplier:** 1.0 times the expense incurred by the Engineer

**Reimbursable Expense Multiplier:** 1.0 times the expense incurred by the Engineer

The attached Proposal for Professional Services and Standard Terms and Conditions are made a part hereof and incorporated into this Agreement.

IN WITNESS WHEREOF, this Agreement is accepted on the date last written below, subject to the terms and conditions above stated and the provisions set forth herein.

**CLIENT**

Signed: \_\_\_\_\_

Name (printed): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**STOCKWELL ENGINEERS, INC.**

Signed: \_\_\_\_\_

Name (printed): Jon Brown, P.E.

Title: President

Date: \_\_\_\_\_

# Proposal for Professional Services

City of Yankton  
Westside Park Concept Plan

September 14, 2021

Mr. Todd Larson  
City of Yankton  
P.O. Box 176  
Yankton, SD 57078  
[TLarson@cityofyankton.org](mailto:TLarson@cityofyankton.org)

Re: Proposal for Professional Services  
Westside Park Concept Plan

Dear Todd,

Thank you for your consideration of our proposal. Stockwell Engineers, Inc. (Stockwell) proposes to provide professional services for the Westside Park Concept Plan (the "Project"). Stockwell's services will be provided in the manner described in this Proposal. The **City of Yankton** is referred to as the "Client."

## Acknowledgments

**Client:** City of Yankton

**Project:** Westside Park Concept Plan

**Description:** In general, the Project consists of survey and concept design services for Westside Park. Survey limits shall be as identified in the attached illustration.

## Scope of Basic Services

The following is a scope of work meant to describe services to be provided to the Client for the abovementioned project. Work listed below will be completed by Stockwell Engineers, Inc. (Stockwell) unless otherwise stated. Work not explicitly listed shall be considered an additional service. The scope is organized into the following tasks.

### Phase 1 | Project Initiation

- 1.1 Coordinate and conduct project kickoff meeting with Client's staff.
- 1.2 Review all background information made available to Stockwell by Client.

### Phase 2 | Survey

- 2.1 Notify affected property owners of pending survey.
- 2.2 Request permission to survey on private property. Where denied, Client shall negotiate to provide Site access.



# Proposal for Professional Services

City of Yankton

Westside Park Concept Plan

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- 2.3 Research existing easements and plats of record at county courthouse for properties within and adjacent to the project. Client to provide title search if necessary.
- 2.4 Locate existing boundary markers at the time of the survey.
- 2.5 Establish benchmarks and control points throughout site.
- 2.6 Locate all existing above ground features within the established survey limits. Take a sufficient frequency of elevation shots to establish reasonable accuracy for contours to be shown on a one foot interval. Provide building floor elevations available at the time of survey through existing exterior doorways made available by Client and/or Owner, as necessary.
- 2.7 Show utilities, above and below ground, located in the field at the time of the survey by the utility companies, Client or other authorized agents of utility companies. Stockwell will contact appropriate One Call System, if available, to arrange for the location of utilities at the time of survey.
- 2.8 Prepare topographic survey utilizing AutoCAD Civil 3D for use in development of plan documents.

## Phase 3 | Concept Design

- 3.1 Layout one concept plan including the following:
  - 3.1.1 Pond dredging.
  - 3.1.2 Bank stabilization.
  - 3.1.3 Replace outfall structure.
  - 3.1.4 Aeration option for artesian well into pond (artesian well improvements by City).
  - 3.1.5 New pedestrian bridge to island.
  - 3.1.6 Island improvements including sidewalk, landscaping, and seating areas.
  - 3.1.7 Meditation garden with sundial as focal point and gazebo/shade structure element.
  - 3.1.8 Picnic shelter east of south parking.
  - 3.1.9 Looped trail system around pond and park.
  - 3.1.10 New lighting for park trails (utilize historic fixtures).
  - 3.1.11 New irrigation system – existing service from existing restroom building on south side.
  - 3.1.12 Evaluate restrooms for general ADA compliance and upgrade suggestions.
  - 3.1.13 Show new playground, swings, and slides in park (location and design by City).
- 3.2 Develop preliminary opinion of estimated construction and project costs.
- 3.3 Submit electronic pdf copy of concept plan and cost estimate to Client for review.
- 3.4 Coordinate and conduct meeting to present concept plan to Client staff.
- 3.5 Address comments to review documents and incorporate into final deliverables.
  - 3.5.1 Rendered plan (1).
  - 3.5.2 Perspective view of improvements (2).
- 3.6 Update preliminary opinion of estimated construction and project costs.
- 3.7 Submit electronic pdf copy of final concept plan to Client.
- 3.8 Attend City Council meeting to present final concept plan and cost estimate.

*Deliverables: Concept plan; and cost estimate.*

## Additional Services

A non-comprehensive outline of additional services and exclusions from Stockwell's proposal are listed below. If authorized in writing by Client, Stockwell will furnish additional services over and above the amount set forth by this agreement. Compensation for additional services will be at Stockwell's current hourly rates or otherwise as mutually agreed upon by both parties.

- Geotechnical or other exploratory services.
- Title search of properties.
- Private utility locate.
- Review or filing fees.
- Public meetings.
- Construction documents.



# Proposal for Professional Services

City of Yankton  
Westside Park Concept Plan

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## Compensation

Compensation for services provided by Stockwell pursuant to this Proposal will be on a **lump sum basis, in an amount of \$32,250.00 excluding sales or excise tax**. Client must make payments in accordance with Item B of the Standard Terms and Conditions attached to this Proposal.

Where compensation for Basic Services through Lump Sum method of payment is specified, Client shall pay Stockwell for Basic Services as follows:

- 1.1 The Lump Sum includes compensation for Stockwell's services and services of Stockwell's Subcontractors and Subconsultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, and expenses (other than any expressly allowed Reimbursable Expenses). In addition to the Lump Sum, Stockwell is also entitled to reimbursement from Client for Reimbursable Expenses. The portion of the Lump Sum amount billed for Stockwell's services will be based upon Stockwell's estimate of the percentage of the total services actually completed during the billing period. Stockwell may also bill for any Reimbursable Expenses incurred during the billing period. Compensation will not exceed the total Lump Sum amount unless approved in writing by the Client.

Sincerely,

STOCKWELL ENGINEERS, INC.

A handwritten signature in black ink, appearing to read 'Jon Brown', is written over the printed name.

Jon Brown, P.E.  
President



8th Street



Not to Scale

Summit Street

Maple Street

Spruce Street

5th Street

4th Street

File Location: G:\2021\21289 - Westside Park Concept\Exhibits\Working Files\CAD Files\21289 - survey limits.dwg \ Plot Date: 9/7/2021 2:33 PM

**Survey Limits**  
Westside Park



9/7/2021 SEI#21289





## STANDARD TERMS AND CONDITIONS

### A. Commencement of Services.

The Services will be commenced immediately upon receipt of the signed Proposal (the "Agreement"). If after commencement of the Services, the Project is delayed for any reason beyond Stockwell's control for more than 60 days, the terms and conditions contained herein will be subject to revision by Stockwell. Subsequent modifications to this Agreement must be in writing and signed by the parties to the Agreement.

### B. Fees and Payment.

**1.0 Invoices.** Compensation for Services will be as designated in this Agreement. Services based on Stockwell's standard hourly rates will be those rates currently in effect at the time the Services are rendered. Hourly rates are subject to change upon 30 days' written notice, including during the term of this Agreement. Client must reimburse Stockwell for out-of-pocket expenses directly attributable to the Project, such as: (1) living and traveling expenses of Stockwell's employees when away from the home office on business connected with the Project; and (2) additional contracted third-party services to be charged in accordance with the rates in effect at the time the services are rendered.

**2.0 Payment Due.** Stockwell will deliver to Client invoices monthly. Payment will be due within 30 days after the date of the invoice.

**3.0 Failure to Pay.** Client agrees timely payment is a material term of this Agreement and failure to make timely payment as agreed will constitute a breach hereof. In the event payment for Services rendered has not been made within 30 days from the date of the invoice, Stockwell may, after to Client giving 7 days' written notice, and without penalty or liability of any nature, and without waiving any claim against Client, suspend all Services to be performed. Upon receipt of payment in full for Services rendered, plus interest charges, Stockwell will continue with the Services, but all deadlines for Stockwell's performance of services will be extended for a period of time equal to the delay in Stockwell's receipt of payment. Payment of all compensation due Stockwell pursuant to this Agreement will be a condition precedent to Client using any of Stockwell's Services' work product under this Agreement.

**4.0 Interest on Late Payments.** In order to defray carrying charges resulting from delayed payments, interest at the rate of 1.5% per month will be added to the unpaid balance of each invoice. The interest period will commence 45 days after the date of the original invoice and will terminate upon date of payment. Payments will be first credited to interest and then to principal.

### C. Owner's Responsibilities.

**1.0 Client to Provide Information.** Unless otherwise provided for under this Agreement, Client will provide information in a timely manner regarding requirements for and limitations on the Project, including Client's Program objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from Stockwell, Client must furnish the requested information as necessary and relevant for Stockwell to evaluate, give notice of or enforce lien rights.

**2.0 Client to Provide Contractors.** Client will furnish the services of a contractor who along with Client will be responsible for creating the overall Project Schedule. Client will adjust the Project Schedule, if necessary, as the Project proceeds.

**3.0 Client to Provide Representative.** Client will identify a representative authorized to act on Client's behalf with respect to the Project. Client will render decisions and approve Stockwell's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of Stockwell's Services.

**4.0 Client to Provide Notice.** Client will provide to Stockwell prompt written notice if Client becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in Stockwell's instruments of service.

### D. Miscellaneous Provisions.

#### 1.0 Insurance/Indemnification/Risk Allocation

**1.1 Insurance/Limitation of Stockwell's Liability.** Stockwell will maintain the following insurance coverages.

- (a) Worker's compensation insurance pursuant to state law.

(b) Business automobile insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, non-owned, or hired vehicles, with a combined single limit of \$1,000,000.

(c) Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any covered negligent act or omission of Stockwell with limits of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate.

(d) Professional liability insurance of \$1,000,000 per occurrence and in the aggregate.

**1.2 Professional Liability.** Stockwell agrees to indemnify and hold Client harmless from and against claims, losses, damages, expenses, costs, including reasonable attorney's fees and expenses, but only to the proportionate extent caused by the negligence of Stockwell.

**1.3 Hazardous Materials – Indemnification by Client.** Client understands and agrees Stockwell has not created nor contributed to the creation or existence of any types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at Client's premises, or in connection with or related to the Project with respect to which Stockwell has been retained to provide Services. The compensation to be paid Stockwell for Services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions. Therefore, to the fullest extent permitted by law, Client agrees to defend, indemnify and hold harmless Stockwell, its agents, officers, directors, employees, contractors and consultants, from and against any and all claims, damages, and expenses, whether direct, indirect, consequential or otherwise, including, but not limited to, attorneys' fees and court costs, arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acid, alkaline, toxic chemicals, liquid gases, or other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto upon, in or into the surface or subsurface or soil, water, or water courses, objects, or any tangible or intangible matter, whether sudden or not.

**1.4 No Governmental Action Liability.** Stockwell will not be liable for damages arising out of or resulting from the actions or inaction of government agencies, including, but not limited to, permit processing, environmental impact reports, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, and building permits. Client agrees to defend, indemnify and hold harmless Stockwell, its agents, officers, directors, employees, contractors, and consultants from any and all such liabilities (including reasonable attorneys' fees and court costs), other than that caused by the negligent acts, errors or omissions of Stockwell, arising out of or resulting from the same.

**1.5 No Project Liability.** Notwithstanding any provisions in this Agreement to the contrary, if the Project involves construction, as that term is generally understood, and Stockwell does not provide Services during construction, including, but not limited to, observation, site visits, shop drawing review, and design clarifications, Client agrees to defend, indemnify and hold harmless Stockwell, its agents, officers, directors, employees, contractors and consultants from any and all liability (including reasonable attorneys' fees and court costs) arising out of the Project or this Agreement.

**1.6 Warranty.** Stockwell makes no warranties of any kind, including any implied warranty of merchantability or of fitness for any particular purpose.

**2.0 Documents.** Notwithstanding the foregoing, all computer programs, work product, inventions, patents, copyrights, software, and other like data developed during the course of the Project, are and will remain Stockwell's sole property.

Stockwell's liability to Client for any errors or omissions is limited solely to the correction of residual errors, minor maintenance, or updates as needed.

**2.2 Environmental.** Environmental Audit/Site Assessment reports are prepared for Client's use only. Client agrees to defend, indemnify, and hold harmless Stockwell, its agents, officers, directors, employees, contractors and consultants against all damages, claims, expenses, and losses (including reasonable attorneys' fees and court costs) arising out of or



resulting from any reuse of the Environmental Audit/Site Assessment reports without Stockwell's written authorization.

Nothing contained in this Agreement may be construed or interpreted as requiring Stockwell to assume the status of a generator, storer, transporter, treater, or disposal facility as those terms appear within the Resource Conservation and Recovery Act, 42 U.S.C.A., §6901 *et seq.*, as amended, or within any state statute governing the generation, treatment, storage, and disposal of waste.

**3.0 Injury to Workers on Project.** Client agrees Stockwell will be named an Additional Insured on construction contractors' insurance policy for commercial general liability insurance, and Client agrees to insert into all contracts for construction between Client and construction contractors a provision requiring the construction contractors to defend, indemnify and hold harmless both Client and Stockwell from any and all actions arising out of the construction Project, including, but not limited to, injury to or death of any worker on the job site, not caused by the sole negligence of Client or Stockwell.

**4.0 Probable Construction Cost Opinions.** Any opinion of probable construction costs for the Project considered and designed under this Agreement will be prepared by Stockwell through the exercise of its experience and judgment in applying presently available cost data, but it is recognized Stockwell has no control over the cost of labor and materials, the construction contractors' methods of determining prices, competitive bidding procedures, market conditions, and unknown field conditions. Stockwell cannot and does not guarantee proposals, bids, or the Project construction costs will not vary from Stockwell's opinion of probable construction costs.

**5.0 Site Visits.** Visits to the construction site and observations made by Stockwell as part of the Services during construction under this Agreement will not make Stockwell responsible for, nor relieve the construction contractors of the obligation to conduct comprehensive monitoring of the work sufficient to ensure conformance with the intent of the contract documents, will not make Stockwell responsible for, nor relieve the construction contractors of the full responsibility for all construction means, methods, techniques, sequences, and procedures necessary for coordinating and completing portions of the work under the construction contracts, and will not relieve the construction contractors of the obligation to provide all safety precautions incidental thereto. Such visits by Stockwell are not to be construed as part of Stockwell's observation duties of the Project site.

**6.0 On-Site Observation.** When Stockwell provides on-site observation personnel as part of the Services during construction, the on-site observation personnel will make reasonable efforts to advise Client of observed defects and deficiencies in the contractors' work, and to help determine if the provisions of the Contract Documents are being fulfilled. Their day-to-day observation will not, however, cause Stockwell to be responsible for those duties and responsibilities which belong to the construction contractors, including, but not limited to, full responsibility for the means, methods, techniques, sequences, and progress of construction, and the safety precautions incidental thereto, and for performing the construction work in accordance with the Contract Documents.

**7.0 Right of Entry.** Client must provide for entry to the Project site for Stockwell's agents, employees, contractors and consultants and for all necessary equipment.

**8.0 Termination.** Either party may, by thirty (30) days written notice to the other, terminate this agreement in whole or part at any time. Upon receipt of notice, a party shall immediately discontinue all services affected, unless the notice directs otherwise. If the termination is for the convenience of the Client, no amount shall be allowed for Stockwell for unperformed service, but Stockwell shall be compensated for services rendered through the date of termination notice.

**9.0 Default and Remedies.**

**9.1 Client's Default.** If Client breaches any of the terms of this Agreement, Stockwell, in addition to other rights set forth in [Section 1.3](#) above, will give Client written notice of default setting forth the default. If Client has not remedied the default within 7 days of the date of default, Stockwell may terminate this Agreement and proceed with any or all remedies provided under applicable law.

**9.2 Stockwell's Default.** If Stockwell breaches any of the terms of this Agreement, Client will give Stockwell written notice of default setting forth the default. If Stockwell has not remedied the default within 7 days of the date of default, Client may terminate this Agreement and proceed with any or all remedies provided under applicable law.

**10.0 Jurisdiction.** This Agreement is governed by the laws of the State of South Dakota and any action at law or other judicial proceeding arising from this Agreement must be instituted only in Minnehaha County Circuit Court, Sioux Falls, South Dakota, and may not be removed to federal district court, nor may venue be changed to any other circuit court.

**11.0 Waiver.** Stockwell's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, will not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

**12.0 Entire Agreement.** This Agreement, and its attachments, constitutes the entire understanding between Client and Stockwell relating to services to be provided by Stockwell and supersedes any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein. Subsequent modifications or amendments to this Agreement must be in writing and signed by the parties to this Agreement. The foregoing notwithstanding, if Client, its agents, officers, directors, employees, contractors and consultants request Stockwell perform extra Services pursuant to this Agreement, Client must pay for the additional Services even though an additional written agreement is not issued or signed.

**13.0 Successors and Assigns.** All of the terms, conditions and provisions of this Agreement will include and be for the benefit of and be binding upon the parties and their respective successors and assigns; provided, however, no assignment of this Agreement may be made without written consent of the other party to this Agreement.

**14.0 Severability.** If any provision of this Agreement is declared invalid, illegal or incapable of being enforced by any court of competent jurisdiction, all of the remaining provisions of this Agreement will nevertheless continue in full force and effect, and no provision will be deemed dependent upon any other provision unless so expressed herein.

**15.0 Force Majeure.** Stockwell will not be liable to Client for delays in performing its obligations, or for the direct or indirect cost resulting from delays that may result from acts of nature, governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond Stockwell's reasonable control. Each party will take reasonable steps to mitigate the impact of any force majeure event. Stockwell will be entitled to an adjustment to the schedule and its compensation under this Agreement to the extent required by the force majeure event.

**16.0 Underground Utilities.** If included as a Service under this Agreement, Stockwell or its authorized consultant will conduct research in Stockwell's or the consultant's professional opinion is necessary, and will prepare a plan indicating the locations intended for subsurface penetrations with respect to assumed locations of underground improvements. These Services will be performed in a manner consistent with the ordinary standard of care. Client recognizes the research may not identify all underground improvements or their locations, and the information upon which Stockwell and the consultant rely may contain errors or may not be complete. Client agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless Stockwell and its agents, officers, directors, contractors and consultants from all liability (including reasonable attorneys' fees and court costs) of Client, its contractors or all other persons for delay or additional compensation relating to the identification, removal, relocation, or restoration of utilities, or damages to underground improvements resulting from subsurface penetration locations established by Stockwell.

## *Memorandum #21-201*

**To:** Amy Leon, City Manager  
**From:** Dave Mingo, AICP Community and Economic Development Director  
**Subject:** City Owned Broadway Frontage Property by the Cemetery  
**Date:** September 21, 2021

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Per the City Commission's discussion on September 13th, staff has prepared the attached draft "Request for Proposal / General Conditions" and "Covenants" for the City owned Broadway Avenue frontage property by the cemetery. Although more detailed than past documents of a similar nature, these are based on previous examples when the City has sold property. A couple of significant differences to note are:

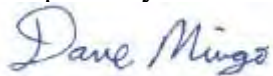
- The standard claw back provision has been adjusted to 75 percent. In the past the claw back has defined a repurchase at the 100 percent level. This suggested change is based on the goal of receiving proposals from entities that are planning to develop the site quickly.
- An expanded list of "Uses Specifically Not Allowed on the Site."

The documents work together to provide substantial detail about what type of proposals would be considered. It is recommended that the City Commission discuss the future of the land, review the details in each document and suggest edits that can be discussed. The Commission should also begin to discuss the minimum offer that would be considered acceptable.

Our continued title investigation of the property has determined that the land transferred from the Yankton Cemetery Association to the City of Yankton (Yankton Municipal Cemetery) in 1971 - 1972. Because of that, we need to be aware that there may be additional processes involved when considering the sale of this property as compared to other more traditional property sales. We will continue to analyze the associated documents from the time and work with the City Attorney to provide the Commission with any information available.

If an RFP process does proceed, it would be written in such a manner that would allow any or all proposals to be rejected by City Commission for any reason.

Respectfully submitted,



Dave Mingo, AICP  
 Community and Economic Development Director

\_\_\_\_\_ As board may wish



Undeveloped Broadway Avenue Frontage Property  
Adjacent to the Yankton City Cemetery

+/- 7.4 Acres on the East Side of the 2500 and 2600 Blocks of Broadway Avenue



CITY OF YANKTON, SOUTH DAKOTA

REQUEST FOR PROPOSALS / GENERAL CONDITIONS  
FOR THE PURCHASE AND DEVELOPMENT OF THE DESCRIBED TRACT IN  
SECTION 7, T93N, R55W

PROPERTY DESCRIPTION

+7.4 acres of City owned, Broadway Avenue frontage on the east side of the 2500 and 2600 blocks of Broadway Avenue preliminarily described as:

The west 270 feet of the NW1/4, of the SW 1/4 except Sacred Heart Cemetery in the S 1/2, SW 1/4, NW 1/4 and NW 1/4 of the SW ¼, Section 9, T93N, R55W of the 5th P.M., Yankton, South Dakota as depicted on the attached Exhibit A.

Said property to be platted with all appropriate right-of way exceptions and dedications.

PURPOSE

The City of Yankton, South Dakota, a municipal corporation, is seeking individual firms, joint-ventures or individuals with skill in land development, land marketing and home construction to purchase, develop, build and market commercial occupancies on approximately 7.3 acres of City-owned property described herein and shown on the attached map.

The purpose of this request is to provide standards for potential developers; provide information to potential developers about the goals and objectives of the City; provide information to potential developers about the City's proposed performance based development requirements; and to establish standards for the relationship between the City and successful bidder. Additional incentives could be available if projects address business sectors where Yankton is experiencing retail sales leakage.

PROJECT BACKGROUND

The City of Yankton has been a long-time owner of the referenced Broadway Avenue frontage land. The City's goal in releasing this land for development is to provide space for the construction of commercial occupancies. The property being offered for sale is zoned B-2 Highway Business.

DESCRIPTION OF THE PROJECT

The extremely desirable commercial property is located adjacent to Broadway Avenue (South Dakota Highway 81). The most recent traffic count at the location is 15,260 ADT. Broadway Avenue has a five-lane configuration that includes left turn lanes at the north and south ends of the subject property.

The associated covenants describe the permitted types of commercial development provided for in the City's Zoning Ordinance and acceptable for the location. The developer will be responsible for the construction of all required adjacent and internal infrastructure needed to support the development. All infrastructure must be built to City specifications. Broadway Avenue is subject to the State of South Dakota's access management program.

### DEVELOPER'S RESPONSIBILITIES

The developer will be responsible for performing the following:

1. To engage and pay the cost of hiring a professional land surveyor licensed to do business in the State of South Dakota to survey, mark and plat any lots accordance with the City's Subdivision Ordinance.
2. To engage and pay the cost of a professional engineer licensed to do business in the State of South Dakota to design and provide construction documents for infrastructure for the subdivision in accordance with the City's Subdivision Ordinance.
3. To engage the services and pay the cost of hiring a licensed attorney to create an owner's association if one is needed.
4. The developer should contact all applicable utility companies to determine the services and fees required for the provision of services.
5. To follow the provisions set forth in the associated covenants.
6. To enter into a Developer's Agreement with the City that establishes guidelines for the development of the subdivision at the time of final plat approval.

### THE SALE PROCESS

The bids are required to be submitted in a total amount for the +-7.4 acres. Each bid shall include a cashier's check in the amount of 10 percent of the bid amount as down payment for the bid. The down payment for unsuccessful bidders will be returned after conditional sales approval by the Board of City Commissioners. The balance of the purchase price will be due upon closing at which time a warranty deed will be issued by the City. The minimum value for the property has been determined to be \$\_\_\_\_\_. The City will not consider bids of less than 90 percent of the minimum value. Not more than 30 days will elapse from the date the City Commission awards of the bids until the closing on the property.

### CONDITIONS OF SALE

The sale and closing on this property shall be based upon the following conditions:

1. The City has drafted and will record covenants which run with the land. A copy of those covenants is attached to this document.
2. The party who ultimately purchases the real property shall not have the right to modify the covenants.
3. The covenants create important construction limitations and dates. They should be reviewed in detail prior to submitting a bid. A party's failure to abide by the terms of the covenants may result in the real property reverting back to the City.

CONTACT PERSONS

Dave Mingo, Community and Economic Development Director (605) 668-5252

Al Viereck, City Finance Officer (605) 668-5240



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

### **DECLARATION OF COVENANTS**

This Declaration of Covenants is made as of the \_\_\_\_ of \_\_\_\_\_, 2021,  
by the **CITY OF YANKTON**, a South Dakota municipal corporation (“City”).

### **WITNESSETH**

**WHEREAS**, the City is the owner of those certain tracts or parcels of land situated in the City of Yankton, County of Yankton, South Dakota, identified as the following legally described “Real Property”:

The west 270 feet of the NW1/4, of the SW 1/4 except Sacred Heart Cemetery in the S 1/2, SW 1/4, NW 1/4 and NW 1/4 of the SW 1/4, Section 9, T93N, R55W of the 5th P.M., Yankton, South Dakota as depicted on the attached Exhibit A.

Said property to be platted with all appropriate right-of way exceptions and dedications.

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

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

1. **Zoning and Tax increment District** The site is zoned B-2 Highway Business and shall be developed in accordance with the applicable requirements of such designation. The possible creation of a Tax Increment District by the City also requires proper process and action by the Planning Commission and City Commission.
  
2. **Uses Specifically Not Allowed on the Site.**
  - Self-Storage Facilities.
  - Marijuana Dispensaries or Facilities of any kind.
  - Type A Dance Licenses.
  - Gas Stations / Convenience Stores.
  - Truck Stops.
  - Low Density Residential Occupancies.
  - Non-taxable entities including but not limited to churches, governmental agencies and some schools.
  
3. **Construction Time Limits** The party who purchases the “Real Property” from the City shall:
  - a. commence the planning and platting (if necessary) of the “Real Property” no later than Ninety (90) days after the closing date of the sale of the land (which calculation shall not include the date upon which the sale of the land is closed); and
  
  - b. commence construction of the first substantial project on the site (defined as the grading of the site and infrastructure improvements) not later than two hundred seventy (270) days after the closing of the sale of the land (which calculation shall not include the date upon which the sale of the land is closed); and
  
  - c. commence construction of the first substantial structure on the site within three hundred sixty-five (365) days after the closing of the sale of the land (which calculation shall not include the date upon which the sale of the land is closed).
  
  - d. commence construction of structure(s) on the remainder of the site within seven hundred thirty (730) days after the closing of the sale of the

land (which calculation shall not include the date upon which the sale of the land is closed).

4. **Site Improvements** All site improvements shall be subject to the following:
  - a. Elevation plans of proposed structures are required to be reviewed and approved by the City Manager prior to the issuance of building permits. Structures shall be faced with brick, stone, split-faced concrete, glass, equivalent masonry construction or other aesthetically similar construction materials as approved by the City Manager. This requirement may be waived by the City Manager for sides of any structure where an acceptable screening material (vegetation or decorative fence) is in place to screen the utility functions of structures from the traveling public. Developers shall also include visual barriers, so the traveling public does not have a clear view of utility accesses, dumpsters, and other support facilities. Metal buildings may be constructed; however, the exterior walls shall be faced in accordance with the construction standards in this section. The east side, visible from the cemetery shall also be considered visible to the traveling public.
  - b. A landscaping plan shall be submitted to the City Manager's Office for approval prior to the issuance of a building permit for any construction within the area described. The intent of the City Manager's landscape review is to ensure the inclusion of appropriate green space in any development plans. All areas of the lot not utilized for buildings and structures, parking lots or entrance roads shall be landscaped and shall be maintained in good condition as a lawn or other vegetation.
  - c. No outside storage of goods and materials shall be permitted except as allowed by the Zoning Ordinance of the City of Yankton. No materials shall be stored in trailers or temporary structures for a period longer than necessary to transfer the materials into a permanent structure.
  - d. Free standing signage shall be constructed in the form of monument signs. Billboards and pylon signs are not permitted on the subject property.

5. **Right to Repurchase** If the party who purchases the “Real Property” violates any of the four construction time limits identified in paragraph three (3) above, then the City reserves the right to repurchase the undeveloped “Real Property” for seventy-five (75) percent of its original sales price plus the cost of the documented, accepted, out-of-pocket infrastructure expenditures. Said repurchase may be for all undeveloped portions of the property in such a manner that does not render the developed portions non-compliant with City ordinances.
  
6. **Right of First Refusal** If the party who purchases the “Real Property” sells, or attempts to sell, all or a portion of the “Real Property” prior to completing the construction time limits identified in paragraph three (3) above, then the City reserves the “right of first refusal” to repurchase the undeveloped “Real Property.” The repurchase price shall be for seventy-five (75) percent of its original sales price plus the cost of the documented, accepted, out-of-pocket infrastructure expenditures. Should the City choose not to exercise said right of first refusal, then any subsequent purchaser shall be subject to the same construction time limits noted in paragraph three (3) above. The construction time limits do *not* reset if there is a subsequent sale of the “Real Property.”
  
7. **Successors** The agreements contained herein, and the rights granted hereby, shall run with the land to the “Real Property” and shall bind and inure to the benefit of the parties hereto and their respective heirs, successor, and assigns. The party who purchases the “Real Property,” and its successors and assigns shall not have the right to repeal or amend the covenants or restrictions contained herein, and in any event waives the right to do so, without first obtaining written consent from the City.

If the original purchaser of “Real Property” resells any of the “Real Property,” then said purchaser shall input the following in the deed to the subsequent purchaser:

“The City has recorded covenants that run with the land, which may not be modified. The covenants create important construction limitations and dates. They should be reviewed in detail prior to submitting a bid. The City of Yankton has a right of first refusal to repurchase the real property, the terms of which are identified in the covenants.”

8. **Effective Date & Duration** This instrument shall become effective on the date of the full execution by the City. The Covenants and Construction Time Limits established herein shall expire of their own force by operation of law on January 1, 2031.
9. **Headings** The headings of the paragraphs contained herein are intended for reference purposes only and shall not be used to interpret the agreements contained herein or the rights granted hereby.
10. **Severability** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.
11. **Enforcement** Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction. Failure by the City to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
12. **Law Governing** This agreement shall be governed by and construed in accordance with the laws of the State of South Dakota, without regard to conflicts of law principles.
13. **Covenants** Any purchaser of the real property may record any covenants that do not conflict with any found herein.
14. **Authority** Any questions regarding the application of these restrictions shall be resolved by the City Manager of the City of Yankton with the right of any party to appeal the decision to the Board of City Commissioners of the City of Yankton, South Dakota.

These restrictions shall be effective and binding on grantor, grantee and their assigns, successors in interest and all parties claiming by, under or through them, unless owners of more than 75 percent of the real estate located in said subdivision shall execute and record in Yankton County, an instrument specifying such modifications from this original document. Said modification would be required to be approved by the Board of City Commissioners.



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Notary Public  
My Commission Expires: \_\_\_\_\_

**Memorandum #21-206**

**To:** Amy Leon, City Manager  
**From:** Bradley Moser, Civil Engineer  
**Subject:** Change Order Number 1, Final Project Acceptance and Final Payment for the Spruce Street Project from 4<sup>th</sup> Street to 6<sup>th</sup> Street  
**Date:** September 22, 2021

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The Spruce Street reconstruction project from 4<sup>th</sup> Street to 6<sup>th</sup> Street is ready to be accepted.

The project was a total street reconstruction with curb and gutter, street pavement and driveway approaches all being replaced. A 6' sidewalk was also installed in Westside Park. Staff was able to engineer an ADA parking spot by the tennis courts that connects with the new sidewalk.

As you can see from the attached Change Order No. 1, the changes in quantities resulted in a net increase of \$12,491.36. This adjusted the construction cost from \$474,150.67 to \$486,642.03. Since the project was completed in advance of the contract deadline there were no liquidated damages assessed.

City staff has reviewed the project, the change order and the final pay request. We recommend that Change Order No. 1 be approved, that the project be accepted and that the City Finance Officer be authorized to issue a manual check in the amount of \$24,105.71, to Masonry Components, Inc., based on the attached final pay request.

Respectfully submitted,

Bradley Moser  
Civil Engineer

**Recommendation: It is recommended that the City Commission approve Change Order No. 1, accept the completed reconstruction on Spruce Street, and authorize the Finance Officer to issue a manual check to D&G Construction, Inc., in the amount of \$24,105.71, as detailed in Memorandum #21-206.**

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

\_\_\_\_\_  
 Amy Leon  
 City Manager

cc: Adam Haberman (electronic)  
file



**CITY OF YANKTON  
PROGRESS ESTIMATE**

CONTRACTOR: D & G CONSTRUCTION  
PROJECT NO: 2021-004  
DESCRIPTION: SPRUCE ST, SEWER AND WATERMAIN RECONSTRUCTION 4TH TO 6TH

PROGRESS EST. NO: #5 and Final  
PERIOD: 8-21-21 to 9-20-21

DATE OF CONTRACT: 03-29-2021	CONTRACT PERIOD: 11/1/2021 completion	PREVIOUS PAYMENTS AUTHORIZED:
AMOUNT OF CONTRACT AS AWARDED: \$474,150.67	% OF TIME USED: 80%	EST. PAYMENTS AUTH.
CHANGE ORDERS:	% COMPLETED: 100%	#1 \$93,189.26
#1 \$12,491.36		#2 \$78,162.15
#2		#3 \$83,271.34
#3		#4 \$207,913.57

TOTAL CHANGE ORDERS:	TOTAL PREVIOUS PAYMENTS AUTHORIZED	\$462,536.32
TOTAL AMENDED CONTRACT AMOUNT: \$486,642.03		

BID ITEM	DESCRIPTION	BID QUANTITY	UNIT	UNIT PRICE	QUANTITY COMPLETED	TOTAL AMOUNT
<b>REMOVALS</b>						
1	MOBILIZATION	1	LS	\$33,773.29	1.0	\$33,773.29
2	SAW EXISTING CONCRETE	250	LF	\$7.80	75.0	\$585.00
3	SAW EXISTING ASPHALT	50	LF	\$4.16	24.0	\$99.84
4	REMOVAL OF CONCRETE PAVEMENT	2721	SY	\$3.90	2763.0	\$10,775.70
5	REMOVAL OF ASPHALT PAVEMENT	1455	SY	\$2.50	1506.0	\$3,765.00
6	REMOVAL OF CURB AND GUTTER	2240	LF	\$2.08	2240.0	\$4,659.20
7	UNCLASSIFIED EXCAVATION	1	LS	\$15,595.50	1.0	\$15,595.50
8	UNDERCUTTING	50	CY	\$7.28	22.0	\$160.16
9	WATER FOR EMBK. OR GRAN. MATRL.	10	KGAL	\$35.00	2.0	\$70.00
<b>EROSION CONTROL</b>						
10	TOPSOIL	1	LS	\$2,079.40	1.41	\$2,931.95
11	SEEDING	1	LS	\$3,300.00	1.84	\$6,072.00
12	VEHICLE TRACKING CONTROL	1	EA	\$727.79	0.0	\$0.00
13	INLET SEDIMENT CONTROL	2	EA	\$93.50	2.0	\$187.00
14	SILT FENCE	30	LF	\$5.50	0.0	\$0.00
15	GEOTEXTILE FABRIC	300	SY	\$4.50	0.0	\$0.00
<b>SANITARY SEWER</b>						
16	REMOVAL OF EX. SAN. MH	3	EA	\$389.89	3.0	\$1,169.67
17	REMOVAL OF SAN. SEWER LINE	157	LF	\$3.12	181.0	\$564.72
18	8" PVC SANITARY SEWER MAIN 8-10'	128	LF	\$45.75	166.0	\$7,594.50
19	8" PVC SANITARY SEWER MAIN 12-14'	254	LF	\$40.55	254.0	\$10,299.70
20	48" SANITARY SEWER MH	5	EA	\$3,399.82	5.0	\$16,999.10
21	RECONNECT SANITARY SEWER SERVICE	4	EA	\$722.59	4.0	\$2,890.36
22	SANITARY SEWER SERVICE REPAIR	6	EA	\$431.48	3.0	\$1,294.44
23	INSTALL NEW 4" SEWER SERVICE	26	LF	\$35.35	24.0	\$848.40
24	INSTALL NEW 6" SEWER SERVICE	104	LF	\$38.47	136.0	\$5,231.92
25	GRANULAR MATERIAL FOR SEWER MAIN	352	LF	\$7.80	420.0	\$3,276.00
26	TEMPORARY BYPASS	1	EA	\$1,543.95	1.0	\$1,543.95
<b>WATERMAIN</b>						
27	6" PVC WATERMAIN C-900	1232	LF	\$28.07	1213.0	\$34,048.91
28	1" CURB STOP AND BOX	10	EA	\$545.84	10.0	\$5,458.40
29	1" COPPER SERVICE LINE	331	LF	\$35.35	231.0	\$8,165.85
30	6" MJ GATE VALVE WITH BOX	6	EA	\$1,112.48	7.0	\$7,787.36
31	6" MEGALUGS	46	EA	\$57.18	41.0	\$2,344.38
32	6" X 45 DEGREE MJ BEND	4	EA	\$343.10	4.0	\$1,372.40
33	6" MJ TEE	3	EA	\$473.06	3.0	\$1,419.18
34	6" X 11.25 DEGREE MJ BEND	4	EA	\$332.70	3.0	\$998.10
35	6" OUTSIDE CAP	1	EA	\$233.93	1.0	\$233.93
36	8" PVC WATERMAIN C-900	35	LF	\$35.35	33.0	\$1,166.55
37	8" OVERSIZED MJ SLEEVE	3	EA	\$535.45	3.0	\$1,606.35
38	8" X 6" MJ REDUCER	3	EA	\$291.12	2.0	\$582.24
39	8" MEGALUGS	10	EA	\$57.18	11.0	\$628.98
40	8" X 90 DEGREE MJ BEND	1	EA	\$478.26	1.0	\$478.26
41	8" MJ GATE VALVE WITH BOX	1	EA	\$1,476.37	1.0	\$1,476.37
42	12" PVC WATERMAIN C-900	158	LF	\$63.42	151.0	\$9,576.42
43	12" OVERSIZED MJ SLEEVE	2	EA	\$873.35	4.0	\$3,493.40
44	12" X 45 DEGREE MJ BEND	4	EA	\$810.97	4.0	\$3,243.88
45	12" MJ GATE VALVE WITH BOX	2	EA	\$2,827.98	2.0	\$5,655.96
46	12" MEGALUGS	18	EA	\$114.37	19.0	\$2,173.03
47	12" X 6" MJ TEE	1	EA	\$738.19	1.0	\$738.19
48	12" X 8" MJ CROSS	1	EA	\$946.13	1.0	\$946.13
49	GRANULAR MATERIAL FOR WATERMAIN	1425	LF	\$5.72	1397.0	\$7,990.84
50	INSTALL FIRE HYDRANT	3	EA	\$888.94	3.0	\$2,666.82
51	REMOVE EXISTING FIRE HYDRANT	2	EA	\$155.96	2.0	\$311.92
52	CUT AND TIE INTO EXISTING WATERMAIN	6	EA	\$1,169.66	6.0	\$7,017.96
53	RECONNECT WATER SERVICE LINES	18	EA	\$327.51	19.0	\$6,222.69

QTY	DESCRIPTION	UNIT	UNIT PRICE	TOTAL PRICE	AMOUNT	TOTAL AMOUNT
<b>TRAFFIC CONTROL</b>						
54	TRAFFIC CONTROL	776	UNIT	\$4.15	930.0	\$3,859.50
55	TRAFFIC CONTROL MISC. SURFACING	1	LS	\$1,470.00	1.0	\$1,470.00
56	6" PCCP PAVEMENT	3087	SY	\$38.00	3070.0	\$116,660.00
57	6" PCCP FILLECT SECTION	950	SF	\$8.33	841.0	\$7,005.53
58	CONCRETE C & G TYPE B66	2170	LF	\$13.95	2166.0	\$30,215.70
59	6" APPROACH PAVEMENT	1564	SF	\$7.00	2214.0	\$15,498.00
60	4" SIDEWALK	1690	SF	\$6.50	1148.0	\$7,462.00
61	6" SIDEWALK	3307	SF	\$6.50	3858.0	\$25,077.00
62	AGGREGATE BASE COURSE	3770	SY	\$4.00	3838.0	\$15,352.00
63	DETECTABLE WARNING PANEL	106	SF	\$60.00	106.0	\$6,360.00
64	DRILL BARS INTO EXISTING PAVEMENT	36	EA	\$15.00	36.0	\$540.00
<b>STOCKPILE</b>						
<b>CHANGE ORDER ITEMS</b>						
	TEMP. HYDRANT	0	EA	\$590.00	1.0	\$590.00
	4" MJ SLEEVE	0	EA	\$535.00	2.0	\$1,070.00
	4" PVC WATERMAIN	0	LF	\$28.10	2.0	\$56.20
	4" MEGALUGS	0	EA	\$51.00	2.0	\$102.00
	4" MJ CAP	0	EA	\$281.00	2.0	\$562.00
	18" CURB	0	LF	\$24.00	28.0	\$672.00
	12" CURB	0	LF	\$20.00	132.0	\$2,640.00
	8" MJ CAP	0	EA	\$290.00	1.0	\$290.00
	18" FH EXTENSION	0	EA	\$1,450.00	1.0	\$1,450.00
	8" X 22.5 MJ BEND	0	EA	\$525.00	1.0	\$525.00
	LANDSCAPE ROCK	0	TON	\$40.00	24.83	\$993.20

TOTAL \$486,642.03

GRAND TOTAL \$486,642.03

LESS RETAINED 0% \$0.00

NET TOTAL \$486,642.03

LESS PAYMENTS AUTHORIZED \$462,536.32

AMOUNT DUE

CONTRACTOR THIS ESTIMATE \$24,105.71

**CERTIFICATION OF CONTRACTOR**

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

D.G. Concrete Construction, Inc. AB Jones 9/22/2021  
 CONTRACTOR SIGNATURE

**ACKNOWLEDGEMENT AND CONCURRENCE OF ENGINEER**

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

ENGINEER'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

CITY OF YANKTON  
CHANGE ORDER #1

CONTRACTOR: D and G Construction  
PROJECT NO. 2021-004  
DESCRIPTION: Spruce 4th to 6th

THE FOLLOWING CHANGES ARE HEREBY MADE TO THE CONTRACT DOCUMENTS

ITEM	ORIGINAL	FINAL	CHANGE IN	PRICE	TOTAL
		QUANTITY	QUANTITIES		
2. SAW EXISTING CONCRETE (LF)	250	75	-175	\$7.80	(\$1,365.00)
3. SAW EXISTING ASPHALT (LF)	50	24	-26	\$4.16	(\$108.16)
4. REMOVAL OF CONCRETE (SY)	2721	2763	42	\$3.90	\$163.80
5. REMOVAL OF ASPHALT (SY)	1455	1506	51	\$2.50	\$127.50
8. UNDERCUTTING (CY)	50	22	-28	\$7.28	(\$203.84)
9. WATER FOR EMBK. OR GRAN. MATRL.(KGAL)	10	2	-8	\$35.00	(\$280.00)
10. TOPSOIL (LS)	1	1.41	0.41	\$2,079.40	\$852.55
11. SEEDING (LS)	1	1.84	0.84	\$3,300.00	\$2,772.00
12. VEHICLE TRACKING (EA)	1	0	-1	\$727.79	(\$727.79)
14. SILT FENCE (LF)	30	0	-30	\$5.50	(\$165.00)
15. GEOTEXTILE FABRIC (SY)	300	0	-300	\$4.50	(\$1,350.00)
17. REMOVAL OF SAN. SEWER LINE (LF)	157	181	24	\$3.12	\$74.88
18. 8" PVC SEWER MAIN 8-10' (LF)	128	166	38	\$45.75	\$1,738.50
22. SANITARY SEWER SERVICE REPAIR (EA)	6	3	-3	\$431.48	(\$1,294.44)
23. INSTALL NEW 4" SEWER SERVICE (LF)	26	24	-2	\$35.35	(\$70.70)
24. INSTALL NEW 6" SEWER SERVICE (LF)	104	136	32	\$38.47	\$1,231.04
25. GRANULAR MATRL. FOR SEWER MAIN (LF)	352	420	68	\$7.80	\$530.40
27. 6" PVC WATERMAIN C-900 (LF)	1232	1213	-19	\$28.07	(\$533.33)
29. 1" COPPER SERVICE LINE (LF)	331	231	-100	\$35.35	(\$3,535.00)
30. 6" MJ GATE VALVE (EA)	6	7	1	\$1,112.48	\$1,112.48
31. 6" MEGALUGS (EA)	46	41	-5	\$57.18	(\$285.90)
34. 6" X 11.25 MJ BEND (EA)	4	3	-1	\$332.70	(\$332.70)
36. 8" PVC WATERMAIN C-900 (LF)	35	33	-2	\$35.35	(\$70.70)
38. 8" X 6" MJ REDUCER (EA)	3	2	-1	\$291.12	(\$291.12)
39. 8" MEGALUGS (EA)	10	11	1	\$57.18	\$57.18
42. 12" PVC WATERMAIN C-900 (LF)	158	151	-7	\$63.42	(\$443.94)
43. 12" MJ OVERSIZED SLEEVE (EA)	2	4	2	\$873.35	\$1,746.70
46. 12" MEGALUGS (EA)	18	19	1	\$114.37	\$114.37
49. GRANULAR MATRL FOR WATERMAIN (LF)	1425	1397	-28	\$5.72	(\$160.16)
53. RECONNECT WATER SERVICE LINES (EA)	18	19	1	\$327.51	\$327.51
54. TRAFFIC CONTROL (UNIT)	776	930	154	\$4.15	\$639.10
56. 6" PCCP PAVEMENT (SY)	3087	3070	-17	\$38.00	(\$646.00)
57. 6" PCCP FILLET (SF)	950	841	-109	\$8.33	(\$907.97)
58. CONCRETE C&G B66 (LF)	2170	2166	-4	\$13.95	(\$55.80)
59. 6" APPROACH PAVEMENT (SF)	1564	2214	650	\$7.00	\$4,550.00
60. 4" SIDEWALK (SF)	1690	1148	-542	\$6.50	(\$3,523.00)
61. 6" SIDEWALK (SF)	3307	3858	551	\$6.50	\$3,581.50
62. AGGREGATE BASE COURSE (SY)	3770	3838	68	\$4.00	\$272.00
63. TEMP. HYDRANT (EA)	0	1	1	\$590.00	\$590.00
64. 4" MJ SLEEVE (EA)	0	2	2	\$535.00	\$1,070.00
65. 4" PVC WATERMAIN (LF)	0	2	2	\$28.10	\$56.20
66. 4" MEGALUGS (EA)	0	2	2	\$51.00	\$102.00
67. 4" CAP (EA)	0	2	2	\$281.00	\$562.00
68. 18" CURB (LF)	0	28	28	\$24.00	\$672.00
69. 12" CURB (LF)	0	132	132	\$20.00	\$2,640.00
70. 8" MJ CAP (EA)	0	1	1	\$290.00	\$290.00
71. 18" FH EXTENSION (EA)	0	1	1	\$1,450.00	\$1,450.00
72. 8" X 22.5 MJ BEND (EA)	0	1	1	\$525.00	\$525.00
73. LANDSCAPE ROCK (TON)	0	24.83	24.83	\$40.00	\$993.20

TOTALS FOR CHANGE ORDER #1 \$12,491.36

ORIGINAL CONTRACT AMOUNT: 474,150.67  
 THE CONTRACT AMOUNT DUE TO THIS CHANGE ORDER WILL BE INCREASED/ BY: 12,491.36  
 THE NEW CONTRACT AMOUNT INCLUDING THIS CHANGE ORDER WILL BE: 486,642.03

ORIGINAL COMPLETION DATE:  
 ADJUSTED COMPLETION DATE: NA

APPROVALS REQUIRED:  
 ACCEPTED BY:  CONTRACTOR

ORDERED BY: CITY OF YANKTON