



CITY OF YANKTON

2022_07_25

**CITY COMMISSION
MEETING**



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

YANKTON BOARD OF CITY COMMISSIONERS

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

Monday, July 25, 2022

City of Yankton Community Meeting Room

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

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

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

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

I. ROUTINE BUSINESS

1. **Roll Call**

2. **Approve Minutes of regular meeting of July 11, 2022**

Attachment I-2

3. **City Manager's Report**

Attachment I-3

4. **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 New Retail Wine & Cider License**

Establish August 8, 2022, as the date for the public hearing on the New Retail (on-off sale) Wine & Cider License for January 1, 2022, to December 31, 2022, from South Dakota Publishing, LLC d/b/a Muddy Mo's Coffee House (Katie Hunhoff, Owner), 233 Broadway Avenue, Yankton, S.D.

Attachment II-1

2. Possible Quorum Event

August 6, 2022, for Bridge Naming Ceremony at Yankton High School, no official commission action

3. Peddler's License

Consideration of Memorandum #22-149 recommending approval of a Peddler's License from Southwestern Advantage for one (1) individual to go house to house selling educational books from July 29, 2022 – August 29, 2022

Attachment II-3

III. OLD BUSINESS

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

1. Public hearing for sale of alcoholic beverages

Consideration of Memorandum #22-142 regarding the request for a Special Malt Beverage (on-off sale) Retailers License for 2 days, September 17, and October 29, 2022, from Backspace Brewing Company LLC d/b/a Backspace Brewing Company (Chris Allington, Partner), Memorial Park, 2000 Douglas, Yankton, S.D.

Attachment III-1

2. Public hearing for transfer of ownership & location

Consideration of Memorandum #22-143 regarding the request for a transfer of ownership and location of a Retail (on-off-sale) Malt Beverage & SD Farm Wine for July 1, 2022, to June 30, 2023, from Annis Properties, Inc. d/b/a Patriot Express 02, 104 E 4th Street, Suite A (Kevin Annis, President), to Phinney's Casino, LLC d/b/a Phinney's Casino (Deb Palmer, President), 2101 Broadway, Yankton, S.D. (See attached Exhibit A).

Attachment III-2

3. Public hearing for transfer of ownership & location

Consideration of Memorandum #22-144 regarding the request for a transfer of ownership and location of a Retail (on-sale) Liquor License for January 1, 2022, to December 31, 2022, from YC Library, LLC (Garrett Horn, President), dba Capitol Street Pub, 401 Capitol Street, to Shree, LLC d/b/a Shree, Suite 3 (Dipan Patel, Manager), 821 Broadway, Suite 3, Yankton, S.D.

Attachment III-3

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. Planning Commission Recommendation – Plat Review

Consideration of Memorandum #22-145 regarding Resolution #22-37, a plat of Lot 1A, in Lot 1 of Block Plat of Lots 1 - 3 in Block 1 of Mead's Addition to the City of Yankton, South Dakota. City of Yankton, owner. Address, west side of the 3100 and 3200 Blocks of Broadway Avenue.

Attachment IV-1

2. Land Sale

Consideration of Memorandum #22-147 regarding Resolution #22-38, an offer to purchase 11.48 acres of City-owned land in Airport Addition to the City of Yankton.

Attachment IV-2

3. Change Order Fox Run Golf Course Irrigation Pump Station

Consideration of Memorandum #22-148 regarding Change Order for Fox Run Golf Course Irrigation Pump Station

Attachment IV-3

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 JULY 25, 2022

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

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

**CHAMBER OF THE BOARD OF CITY COMMISSIONERS
YANKTON, SOUTH DAKOTA
JULY 11, 2022**

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

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

Action 22-174

Moved by Commissioner Benson, seconded by Commissioner Villanueva, to approve Minutes of work session meeting of June 27, 2022 and regular meeting of June 27, 2022.

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

Motion adopted.

Action 22-175

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

Office Solution - Office Supplies - \$44.44; 811 - Locate Fee - \$213.00; Adobe Creative Cloud Computer Program - \$85.18; Adobe Stock - Computer Program - \$31.94; Aerzen USA – Compressor Oil/Coolant - \$546.18; Amazon – HDMI Cable - \$9.86; Amazon - Scanner - \$397.00; Amazon - Monitor - \$129.99; Amazon - Mouse Pad - \$16.70; Amazon - Replacement Keyboard -\$39.99; Amazon - Rubber Bands - \$5.29; Amazon - DVD - \$19.99; Amazon - Program Supplies - \$33.54; Amazon - Summer Program Supplies - \$14.99; Amazon - Vial Wipes - \$142.03; Amazon - Office Supplies \$4.74; Amazon - Book - \$9.99; Amazon - Battery Backup - \$219.00; Amazon - Cable Printer \$248.99; Amazon - Janitorial Supplies - \$412.29; Amazon - Office Supplies - \$18.63; Amazon – Summer Program Supplies - \$35.74; Amazon - Summer Program Supplies - \$165.89; Amazon - Timer, Cable Labels - \$196.45; Amazon - DVD - \$23.99; Amazon - Office Supplies - \$18.97; Amazon – Summer Programs - \$37.88; Amazon - Summer Program Supplies - \$8.89; Amazon - Concessions - \$156.72; Amazon - Safety Warning Lights - \$13.83; Amazon - Lifeguard Fanny Packs - \$57.99; Amazon – Seat Covers - \$537.18; Amazon - Office Supplies - \$48.99; Amazon - Stamps - \$58.40; Amazon – Events Supplies - \$129.94; Amazon - Office Supplies - \$27.78; Amazon - Office Supplies - \$170.47; Amazon - Janitorial Supplies - \$114.18; Amazon - Printer Ink - \$351.47; Amazon - DVD - \$17.96; Amazon Book - \$10.99; American Red Cross - WSI Classes - \$425.00; A-Ox Welding Supply Co – Propane \$304.09; Association Preser - Workshop - \$175.00; AT&T - Mobile Data - \$1,165.07; Autel Software Update - \$1,379.17; Autozone - Brake Rotors And Pads - \$3,087.40; Avera Sacred Heart - Professional Services - \$512.75; Axvoice - Dialer Service - \$21.44; Baker-Taylor - Books - \$3,967.39; Banner Associates - Professional Services - \$9,768.87; Barnes,Caitlyn - Picnic Shelter Refund - \$75.00; Bierschbach Equip - Road Material - \$184.00; Blue Valley Public Safety - Storm Siren Maintenance \$5,002.95; Bluepeak - Phone - \$629.00; BMI - Annual Music Contract - \$391.00; Bomgaars - Shop Supplies - \$1,547.02; Buhls Cleaners - Towel Cleaning - \$370.80; BX Civil Construction - Dust Inhibitor - \$1,361.00; C & B - Air & Oil Filter - \$34.99; Carda,Brian - Boot Reimbursement - \$130.00; Carda,Garrett - Boot Reimbursement - \$130.00; Casey’s - Fuel - Dare Training - \$49.90; Cedar Knox Public Power Dist - Electricity - \$1,000.68; Cengage Learning - Books - \$43.38; Center Point - Large Print Books - \$137.82; CenturyLink - Phone - \$1,297.19; Charles,Kayla - Program Refund - \$47.93;

Chesterman CO - Concessions - \$1,392.00; Child Safety Solutions - Summer Programs - \$62.85; Christensen Radiator & Repair - Plow Part - \$6,260.62; City Of Vermillion - Jt Power Cash Trans - \$160,005.02; City Of Yankton-Parks - Landfill Charges - \$419.96; City Of Yankton-Solid Waste - Compacted Garbage - \$17,379.51; City Of Yankton-Water - Garbage - \$185.65; Civicplus – Annual Subscription - \$550.00; Clarks Rentals - Sreed Shaker Rental - \$33.00; Cornwell D-P Tools Soldering Iron - \$128.95; CPI Environmental - Lab Supplies - \$90.67; Crescent Electric - Shop Supplies - \$776.94; Dakota Pump - Riverside Pump - \$7,973.90; DANR Fiscal Office – Drinking Water Permit - \$6,533.00; Demco - Program Supplies - \$262.53; Den Herder Law – Contracted Services - \$837.56; Dept of Agriculture - Permit Fees - \$440.75; Dept of Corrections - Doc Work Program - \$91.80; Diane’s Greenhouse - Flowers - \$449.25; Dollar Tree - Summer Reading Program - \$40.00; Dvorak, Matt - Tree Reimbursement - \$100.00; Echo Electric Supply - 3 Phase Voltage Monitor - \$368.26; Ehresmann Engineering - Garage Parts - \$56.80; Etrailer Corp - Air Lift Ride Control - \$103.19; Fastenal Co - Gloves - \$2,356.01; FedEx - Mail Evidence - \$15.89; Feimer Construction - Stabilization - \$61,160.00; Fejfar Plumbing - Repairs - \$775.00; Ferguson Ent - Meter Spuds - \$412.33; Fire Chief Assn - Annual Membership - \$125.00; Frontier Mills - Grass Seed \$90.88; Gary’s Repair Wrecker - Police Tow - \$220.50; General Traffic Controls - Pedestrian/School Cross - \$14,959.00; Geotek Eng & Testing Serv - Testing - \$1,315.00; Gerstner Oil - Equipment Repairs \$106.32; Gerstner Oil - Fuel - \$42,426.42; Gotomeeting - Gotomeeting - \$1,344.00; GPSI Club Car Connect - Cart Rental - June - \$3,840.00; Grainger - Alarms - \$533.16; Gramps - Patrol Car Fuel \$105.56; Graybar Electric - Vfd Drive Electrical - \$47.68; Graybar Electric - Service Work \$5,800.00; Graymont - Lime - \$5,080.07; Grimm, Natalie - Irrigation Repairs - \$918.00; Guardian Fleet Safety - Printers & Holders - \$2,349.61; Hach Company - Lab Supplies - \$336.62; Hallock, Hunter - Per Diem - \$81.00; Hancock Trap Co - Traps - \$850.00; Hansen Locksmith – New Keys For Truck #6 - \$8.00; Hanson Briggs Advertising - Signs - \$1,672.05; Harn Ro Systems Chemicals - \$6,590.00; Hawkins - Chemicals - \$57,935.64; HDR Engineering - Wtr-Ww Master Plan- \$19,798.01; Heiman Fire Equipment - Protective Boots - \$3,116.35; Holiday Inn - Lodging - \$1,973.44; Holiday Inn - Hotel Room - \$108.00; Holiday Inn - Goscma Conference - \$773.91; HyVee - Fuel - \$32.00; Hy-Vee - Retirement Cupcakes - \$433.13; Icee - Concessions - \$2,009.39; In Book Page -Subscription - \$390.00; In Guardian Alliance - Employment - \$102.00; Hanson Briggs -Warning Tickets - \$219.88; In Johnny Sundby - Book - \$45.90; Powers Port A Pot - Port A Pot Rental - \$375.00; J & H Care & Cleaning - Janitorial Services - \$4,100.00; JCL Solutions – Cleaning Supplies - \$1,601.00; Jebro - Liquid Asphalt - \$60,954.49; Jimmy Johns - Budget Meeting - \$215.00; JJ Benji's - Safety City Shirts - \$1,958.75; John T Jones Construction - EDA Construction - \$362,909.66; John W Hock - Mosquito Trap - \$762.41; Kaiser Heating & Cooling - Service Call - \$340.00; Kaiser Refrigeration - Cordless Trimmer - \$768.95; Klein’s Tree Service - Tree Removal - \$1,415.00; KLJ Engineering -Construction Admin - \$12,409.31; Knife River - Concrete - \$2,306.00; Koletzky Implement - Tiller Repairs \$325.35; Kopetskys Ace - Hanging Baskets - \$1,134.31; Kwik Trip Fuel - \$56.00; LaCroix Construction - Repairs - \$7,959.20; Language Line - Interpretation Service \$129.26; Lewis & Clark BHA - Pre Employment - \$158.00; Lewis & Clark Bhs - MMPI Eval - \$1,956.00; Lewis and Clark Ford - Spark Plug Replacement - \$368.89; Lewis And Clark Vet - K9 Care-Corona - \$423.42; Maddale - Summer Reading Program - \$409.00; Martinson, Claire - Refund - \$50.00; Masonry Components - Whiting Dr Recon - \$403,083.46; McDonalds - Travel Expense - \$9.70; Mead Center - Cemetery Walk - \$544.00; Mead Lumber - Grid Marker - \$507.60; Menards -Batteries & Flashlight - \$2,105.63; Meridian Eye Care - Pre-Employment Eye Exam - \$50.00; Merkel Electric - Labor - \$4,904.11; Metrofax - Fax Service - \$9.95; Michaels - Summer Reading Program - \$81.34; Midwest Alarm Company - Alarm Testing - \$171.00; Midwest Laboratories - Nutrients Testing - \$1,782.12; Midwest Mini Melts - Concessions - \$4,752.00; Midwest Tape - Av - \$44.99; Midwest Tire - Truck Tires

\$945.70; Millennium Recycling - Single Stream Recycling - \$2,615.55; Miracle Recreation Equipment - Sand Digger - \$1,513.00; Muttmitt.Com - Dog Bags - \$2,799.75; Napa Auto Parts – Equipment Repairs - \$182.75; Nartec - Drug Testing Equipment - \$99.49; National Audubon Soc – Magazine Subscription - \$30.00; National Field Archery - Summer Programs - \$1,792.00; New England Door - Door Closers-Gym - \$269.26; NICHA - Annual Membership - \$99.00; Northtown Auto – Garage Supplies - \$74.78; Observer - Ad - \$48.00; O'connor Company - Parts - \$617.86; Olsons Pest - Pest Control - \$608.00; O'reilly Auto - Parts - \$39.99; O'reilly Auto - Battery And Floor Mats - \$280.25; OTC Brands - Summer Programs - \$20.84; Overdrive Dist - Ebooks - \$2,926.90; PayPal -Professional Services - \$300.00; PayPal - Engraved Namepin - \$53.41; PayPal - Sexual Assault Conference \$100.00; PB Leasing - Postage - \$122.00; Pedersen,Brandi - Refund - \$47.93; PFS Healthworks - CDL - \$33.50; Phenova - DMRQA Microbiology Test - \$190.20; Pitney Bowes -Postage - \$200.00; Pizza Ranch - Concession Pizza - \$1,296.00; Ponca State Park - Summer Programs - \$617.00; Power Source Electric - Installed Camera System - \$3,949.12; Press Dakota - Ad \$4,312.17; Pro Auto - Equipment Repairs - \$20.00; Public Safety - Badges - \$238.68; Quality Inn -Finance School Lodging - \$137.00; Quill Corporation - Office Supplies - \$178.82; Racom Corporation - Speaker Mic Antena - \$238.35; Rapid City Journal - Newspaper Subscription - \$400.00; Recreation Supply - Pool Chairs -\$21,580.89; Reining,Austin - Travel Expense - \$139.50; Riverside Hydraulics - Fitting - \$139.49; Ron's Auto Glass Repair - Windshield Replacement - \$1,090.00; Rope Warrior -Summer Reading Program \$225.00; Saber Shred Solutions - Tire Disposal - \$7,456.40; Sam – GPS Data Collection - \$15,000.00; Sanitation Products - Garage Parts - \$816.49; Scale Fusion - Disputed Charge - \$480.00; Scred Tech - Taxiway A Rehab C-9-22 - \$34,395.75; Select Tech - Paddle Handle - \$158.35; Shell Oil – Goscma Conference - \$42.40; Sherwin Williams - Dugout Paint - \$85.99; Sign Solutions - Signs - \$4,844.83; Simply Medical - Medical Supplies - \$106.45; Smith Insurance -Notary Bond - \$160.00; Smith,Emily - Refund - \$63.90; Smith,Kyle - Refund - \$95.86; Southeast Pub - Ad - \$379.00; Sprinkler Warehouse - Irrigation Supplies - \$841.19; Staples - Office Supplies -\$37.79; Stryker Sales - AED Service \$1,611.20; Sturdevants - Filters - \$260.43; Supplyhouse.Com - Vacuum Breaker - \$33.75; Sweeney Controls - Update - \$959.00; Syn-Tech Systems - Fuel Island Repairs - \$4,200.00; Tarps Now - Gym Floor Tape - \$195.49; Termansen,Tanner - Per Diem - \$81.00; Tessman - Chemicals - \$5,344.62; Third Millennium - Utility Billing - \$676.82; Titan Machinery – Mower Repairs - \$526.95; Toms Electric - Labor - \$387.42; Tractor Supply - Dog Food-Corona - \$133.98; Tramp,Hannah - Refund - \$50.00; Transource - Volvo Loader - \$199,147.48; Trex Mart - Fuel -Training - \$94.48; Tri-State Natural Food - Summer Reading Program - \$325.00; TRK Hosting - Web Hosting - \$7.95; Truck Trailer Sales - Parts - \$532.75; Truck Trailer Sales - Filter - \$57.65; Trugreen Commercial - Lawn Service - \$254.35; Tube Pro - HFAC Tubes - \$1,900.00; Turfwerks - Equipment Repairs - \$249.05; Two Way Solutions - Programing Portables - \$450.00; United Laboratories - Inlet Building Air - \$432.80; UPS - Postage - \$13.41; Upton,Timothy - Refund - \$50.00; USA Blue Book - Flow Chart - \$65.28; USPS - Mail Evidence - \$64.85; USPS - Postage Meter-June 2022 - \$613.65; Vast - Internet Service - \$3,197.96; VCN - Register Of Deeds - \$217.00; Verizon - Internet Access - \$2,417.07; Vessco - Tubing Elements - \$2,324.56; Viddler - Video Hosting - \$41.08; Vitality Medical - Sharp Containers - \$961.70; Vogt,Tyler - Refund - \$42.60; VWR International - Lab Supplies \$331.02; Walmart - Concessions - \$558.27; Walmart - Monitor - \$121.54; Walmart - Parchment Paper - \$25.78; Walmart - Dehumidifiers - \$1,260.83; WEF - Membership Dues - \$82.50; Wholesale Supply - Concessions - \$9,060.65; Williams & Company - Audit - \$53,175.00; Yankton Baseball Assn - Field Maintenance - \$3,600.00; Yankton Co Auditor - Qtr Shared Expense - \$11,285.89; Yankton Comm Library - Cemetery Walk - \$544.00; Yankton Janitorial - Floor Cleaner,Towel Roll - \$942.15; Yankton Media - Subscription - \$76.10; Yankton Medical Clinic - Professional Services - \$1,881.00; Yankton Police Department - Petty Cash - \$67.02; Yankton School Dist - Summer Programs -

\$7,611.75; Yankton Transit - 1/2 Sp Appropriation - \$22,500.00; Yankton Vol Fire Dept - Fire Calls May/June -\$760.00; Yankton Winnelson - Cleaning Supplies - \$394.71; Zoro Tools - Toolbox - \$1,434.41.

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

June Salaries by Department: June 2022:

Administration \$53,263.87; Finance \$33,746.11; Community Development \$27,562.11; Police/Dispatch \$198,761.16; Fire \$14,055.30; Engineering / Sr. Citizens \$44,586.88; Streets \$50,674.53; Traffic Control \$4,382.87; Library \$33,961.10; Parks / SAC \$100,391.53; Huether Aquatic Center \$83,193.33; Marne Creek \$3,392.87; Water \$42,196.52; Wastewater \$42,475.45; Cemetery \$4,652.41; Solid Waste \$24,022.15; Landfill / Recycle \$23,860.14; Central Garage \$8,381.86

New Hires: Dispatch: Tamra Ruzicka, Dispatcher, \$1620.30 bi-weekly. Fire Dept: Timothy Linke, Fire Chief, \$3856.26 bi-weekly. Water Dept: Thomas Miles, Water Plant Operations Specialist, \$1660.84 bi-weekly. Parks, Recreation & City Event Dept: Luke Youmans, \$2901.35 bi-weekly. Community Development Dept: Brandon Mastalir, Building Maintenance/Custodial Supervisor, \$1769.35 bi-weekly. Park, Recreation & City Event Dept: Park Maintenance - Emily Nowak \$12.50 hr; Dylan Lau \$13.50 hr; Lindsey Hale \$13.75 hr. Umpire – Lynne Gurney \$25/game; Corey Enfield \$25/game; Jason Kral \$25/game; Brian Fejfar \$25/game; Rick Kline \$25/game; Doug Gurney \$25/game; Tyler Hudson \$25/game. Lifeguards – Owen Phillips \$14.50 hr; Brianne Brandt \$14.00 hr; Jordan Houdek \$14.00 hr; Grayson Lange \$14.50 hr; Water Park Attendant – Jayden Horrach \$11 hr; Program Instructor – Allison Kirschenman \$12.00 hr. Water Dept: Terry Rye \$16 hr.

Wage Changes: Park, Recreation & City Event Dept: Lifeguards – Zache Rohde \$13.50 to \$14.50 hr; Abigail Schmidt \$13.25 to \$14.25 hr; Brianna Berger \$13.00 to \$14.00 hr; Timothy Upton \$13.00 to \$14.00; Hannah Tramp \$13.00 to \$14.00 hr; Nicolas Taylor \$13.00 to \$14.00 hr; Allie Taggart \$13.00 to \$14.00 hr; Abigail Steffen \$13.00 to \$14.00; Rori Schmidt \$13.00 to \$14.00; Jaden Plooster \$13.00 to \$14.00; Tim Merchen \$13.25 to \$14.25; Camille McDermott \$13.00 to \$14.00; Chloe McDermott \$13.25 to \$14.25; Sarah Liebig \$13.00 to \$14.00; Savannah Frank \$13.00 to \$14.00; Calli Barnes \$13.00 to \$14.00; Program Instructor – Kayla Loecker \$14.50 to \$14.75. Police Dept: Marietta Sprakel, Police Records Clerk \$1858.42 to \$1932.23 bi-weekly. Finance Dept: Tamara Wadsworth, Utilities Customer Service Clerk \$2001.30 to \$2029.19 bi-weekly; Sara VanderTuig \$1600.76 to \$1660.84 bi-weekly; Laurie Lockwood, Lead Accounting Clerk/Computer Operator \$2354.07 to \$2412.23 bi-weekly; Susan O’Grady, Accounting Clerk \$2001.30 to \$2054.77 bi-weekly. Public Works Dept: Brooke Goeden, Public Works Attendant \$1746.73 to \$1768.73 bi-weekly. Water Dept: Brian Ballard, Wastewater Plant Operations Specialist \$1724.42 to \$1746.15 bi-weekly.

Position Changes: Water Dept: Joshua Monson, Wastewater Plant Operations Specialist \$1790.42 to Senior Wastewater Plant Operations Specialist \$1903.46 bi-weekly.

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

Charlie Gross made a public appearance and requested that the Commissioner's cell phone numbers be on the City's website.

Action 22-176

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

1. Possible Work Session
Setting date of July 25, 2022, at 6:00 pm in Room #114 of the Career Manufacturing Technical Education Academy for the next work session of the Yankton City Commission
2. Establish public hearing for sale of alcoholic beverages
Establish July 25, 2022, as the date for the public hearing on the request for a Special Malt Beverage (on-off sale) Retailers License for 2 days, September 17, and October 29, 2022, from Backspace Brewing Company LLC d/b/a Backspace Brewing Company (Chris Allington, Partner), Memorial Park, 2000 Douglas, Yankton, S.D.
3. Transient Merchant License
Consideration of Memorandum #22-139 recommending approval of the application from Yankton Antique Mall for July 23, 2022
4. Budget Workshop Meeting Dates
Setting date of August 8, 2022, at 5:30 pm in Room #114 of the Career Manufacturing Technical Education Academy for the next budget workshop meeting date
5. Peddler's License
Consideration of Memorandum #22-140 recommending approval of a Peddler's License from Working with People for four (4) individuals to go house to house selling cleaner from July 12, 2022 – August 12, 2022
6. Establishing public hearing for transfer of ownership & location
Establish July 25, 2022, as the date for the public hearing on the request for a transfer of ownership and location of a Retail (on-off-sale) Malt Beverage & SD Farm Wine for July 1, 2022, to June 30, 2023, from Annis Properties, Inc. d/b/a Patriot Express 02, 104 E 4th Street, Suite A (Kevin Annis, President), to Phinney's Casino, LLC d/b/a Phinney's Casino (Deb Palmer, President), 2101 Broadway, Yankton, S.D. (See attached Exhibit A).
7. Establishing public hearing for transfer of ownership & location
Establish July 25, 2022, as the date for the public hearing on the request for a transfer of ownership and location of a Retail (on-sale) Liquor License for January 1, 2022, to December 31, 2022, from YC Library, LLC (Garrett Horn, President), dba Capitol Street Pub, 401 Capitol Street, to Shree, LLC d/b/a Shree, Suite 3 (Dipan Patel, Manager), 821 Broadway, Suite 3, Yankton, S.D.

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

Action 22-177

Moved by Commissioner Miner, seconded by Commissioner Brunick, to approve Resolution 22-29. (Memorandum 22-135)

RESOLUTION #22-29

RIGHT-OF-WAY VACATION

WHEREAS, the City of Yankton has conducted the process to vacate the identified Right-of-Way known as the south 4.3 feet of the west 143 feet of 7th Street right of way adjacent to Lot 1, Block 6, Lower Yankton Addition to the City of Yankton. Please reference the attached map and surveyor's certificate. City of Yankton applicant and Tammy Craig and Alan W. Voracek, adjacent property owner.

WHEREAS, the proposed Right-of-Way vacation has been reviewed by the City Planning Commission and a recommendation has been made thereof, and

WHEREAS, due and proper notice of hearing regarding said process has been given, and

WHEREAS, the City of Yankton, South Dakota, after due investigation and consideration with applicable utilities involved has determined that good cause exists for vacating the described Right-of-Way.

NOW THEREFORE BE IT RESOLVED, that the south 4.3 feet of the west 143 feet of 7th Street right of way adjacent to Lot 1, Block 6, Lower Yankton Addition to the City of Yankton be vacated.

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

Action 22-178

This was the time and place for the public hearing on the application for a Special Events Retail (on-sale) Liquor License for 3 days, October 7th, 22nd and November 12th, 2022, from Ben's Brewing Co. (Ben Hanten, Owner), 222 West 3rd Street, Mount Marty University Tailgating, Memorial Park, 2000 Douglas, Yankton, S.D. (Memorandum 22-133) No one was present to speak for or against the application.

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

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

Action 22-179

Moved by Commissioner Schramm, seconded by Commissioner Benson, to approve Resolution 22-33. (Memorandum 22-134)

RESOLUTION #22-33

RESOLUTION PROVIDING FOR THE CREATION OF YANKTON TAX INCREMENTAL DISTRICT NUMBER ELEVEN

WHEREAS, the Yankton City Planning Commission hereby recommends to the Yankton Board of City Commissioners the creation of Tax Increment District Number Eleven after publishing a Notice of Hearing at which interested parties were afforded a reasonable opportunity to express their views on the proposed creation of a tax Incremental district; and

WHEREAS, the Yankton has the power, pursuant to SDCL § 11-9-2, to create the Tax Incremental District Number Eleven, City of Yankton and define its boundaries; and

WHEREAS, such Notice was published in the official newspapers in City of Yankton not less than ten (10) nor more than thirty (30) days from the date of the hearing which was held on July 11th, 2022

WHEREAS, the Yankton pursuant to SDCL § 11-9-17 has the power to adopt a project plan for the district.

THEREFORE, IT IS HEREBY RESOLVED:

1. **Authority and Declaration of Necessity.** The City declares the necessity for the creation of the Tax Incremental District Number Eleven, City of Yankton pursuant to SDCL 11-9. Further, the City finds that the improvement of the area is likely to enhance significantly the value of substantially all of the other real property in the District and is necessary for economic development within the City.
2. **Findings.** The City Commission makes the following findings with regard to the creation of The District:
 - a. The proposed District is contiguous.
 - b. The proposed District does not exceed 10% of the issuing authority's valuation.
 - c. The proposed District will be for economic development purposes through the construction of public infrastructure.
 - d. The South Dakota Department of Revenue has reviewed the TIF Plan and classified the Tax Increment District Eleven of City of Yankton to be Economic Development.
 - e. Not less than twenty-five percent, by area, of the real property within the district is a blighted area as defined under SDCL 11-9-11.
 - f. At least fifty percent of the real property within the district will stimulate and develop the general economic welfare and prosperity of the state through the promotion and advancement of industrial, commercial, manufacturing, agricultural, or natural resources development
 - g. The improvement of the area is likely to significantly enhance the value of substantially all other real property in the district;
 - h. The aggregate assessed value of the taxable property does not exceed 10% of the total assessed value of all taxable property in the municipality per SDCL 11-9-7

3. **Creation of District.** There is hereby created, pursuant to SDCL 11-9, the Tax Incremental District Number Eleven, City of Yankton (the “District”). The District is hereby created on the day this resolution becomes effective which shall be twenty days after publication.
4. **Designation of District Boundaries.** The District shall have boundaries which shall include the following described real property:

Blocks 1 and 2 of Tyler’s Addition except Lot H1 and except H2; and Lot 4 except Lot A, Lot 5 except Lots 1, 2, and 3 of Grace Estates, and Lot 6, and part of Lot 13 of Whiting’s Subdivision; and Lots 2 and 12 of Tucker’s Addition; and East Side Industrial Park except Lots 3-5; and Doris Schenk Addition except Lot 1, and except that portion lying south of the railroad; as shown on the associated City of Yankton TID #11 Map, all in the City of Yankton, Yankton County, South Dakota. Approximately 138 acres.
5. **Creation of Tax Incremental Fund.** There is hereby created, pursuant to SDCL § 11-9-31, a Tax Incremental District Number Eleven Fund, a segregated asset account. All tax Increments collected pursuant to Tax Incremental District Number Eleven shall be deposited into the Tax Incremental District Number Eleven Fund. All funds in the Tax Incremental District Number Eleven Fund shall be used solely for those purposes expressly stated and reasonably inferred in SDCL 11-9.
6. **Adoption of project plan.** The City does hereby approve the project plan as presented and finds that the plan is feasible and in conformity with the master plan of the City.

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

Action 22-180

This was the time and place for the bid opening of the 2022-2023 Annual Supply of Transport/Tankwagon Petroleum. The following bids were received and opened on June 23, 2022 at 3:00 pm.: Gerstner Oil, Yankton, SD, Gasoline lead free transport \$0.0299/gal; Gasoline lead free tankwagon \$0.1419/gal; Diesel dyed No. 1 transport \$0.0329/gal; Diesel dyed No. 1 tankwagon \$0.1419/gal; Diesel dyed No. 2 transport \$0.0329/gal; Diesel dyed No. 2 tankwagon \$0.1419/gal; Diesel clear or Hwy No. 1 transport \$0.0329/gal; Diesel clear or Hwy No. 2 transport \$0.0329/gal. (Memorandum 22-109)

Moved by Commissioner Schramm, seconded by Commissioner Benson, to award the bid.

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

Action 22-181

This was the time and place for approving the Mayor’s appointment to the Housing and Redevelopment Board. (Memorandum 22-137)

Moved by Commissioner Miner, seconded by Commissioner Brunick, to approve the appointment.

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

Action 22-182

This was the time and place to consider the funding request from Heartland Humane Society. (Memorandum 22-121) Kerry Fielmeier, Executive Director of Heartland Humane Society, was present to request \$45,000 in funding for a portion of estimated expenditures to expand and improve their facility. Dick Thompson was also present to explain the facility project. After Commission discussion and questions, Schramm moved and Miner seconded to fund the full request from a general fund transfer. Prior to vote, Maibaum moved to amend the motion to fund half of the project now (\$22,500) and request that Kerry return to a Commission meeting after completion before the Commission would fund the second half. Brunick seconded vote on Amendment.

Roll Call: Members present voting “Aye:” Benson, Brunick, Maibaum, Villanueva, and Mayor Moser. Members present voting “Nay:” Miner, Schramm, Webber.

Then a vote was held on the original motion as amended. Vote was 8-0.

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

Motion adopted.

Action 22-183

Moved by Commissioner Villanueva, seconded by Commissioner Benson, to approve Resolution 22-34. (Memorandum 22-136)

RESOLUTION #22-34

WHEREAS, the City has been negotiating on the Collective Bargaining Agreement with its employee labor union from the Yankton Police Officers Association Fraternal Order of Police Lodge #19, and

WHEREAS, the Labor Union has approved the proposed agreement,

NOW, THEREFORE, BE IT RESOLVED by the City Commission of Yankton, South Dakota, that the attached Collective Bargaining Agreement between the City of Yankton and the Yankton Police Officers Association Fraternal Order of Police Lodge #19 be and is hereby approved and the City Manager is authorized to implement the provisions of the agreement throughout the organization, as applicable, and amend the current personnel manual as appropriate.

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

Motion adopted.

Action 22-184

This was the time and place for approving the Brownfields Program Applications. (Memorandum 22-117) Moved by Commissioner Brunick, seconded by Commissioner Webber, to approve the applications.

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

Motion adopted.

Action 22-185

Moved by Commissioner Villanueva, seconded by Commissioner Schramm, to approve Resolution 22-35. (Memorandum 22-138)

RESOLUTION #22-35

A Resolution Approving the Agreement between the State of South Dakota and the City of Yankton for an underwater inspection of the Meridian Pedestrian Bridge

WHEREAS, the City of Yankton and the State of South Dakota have previously entered into several Agreements regarding the Meridian Pedestrian Bridge; and

WHEREAS, the City of Yankton is the owner of the Meridian Pedestrian Bridge following the completed conversion of the Bridge from a motorized bridge to a pedestrian bridge; and

WHEREAS, as owner of the Meridian Bridge, the City of Yankton is responsible for all necessary replacements, repairs, maintenance and operation of the Meridian Pedestrian Bridge including but not limited to snow and ice removal, security, debris removal, lighting, system operation and maintenance, structural condition inspections and underwater inspections; and

WHEREAS, the most recent underwater inspection of the Meridian Pedestrian Bridge was completed in 2017 under a contract with the South Dakota Department of Transportation; and

WHEREAS, the City of Yankton would enter into an Agreement with the State of South Dakota Department of Transportation for the underwater inspection with actual cost reimbursement to be \$26,000.

NOW, THEREFORE, BE IT RESOLVED, that City of Yankton Board of Commissioners do hereby approve the Agreement between the State of South Dakota Department of Transportation and the City of Yankton for an underwater inspection of the Meridian Bridge, that the City of Yankton shall cost reimburse the State of South Dakota for said underwater inspection in the estimated cost of \$26,000 and that the City Manager shall be authorized to sign the Agreement and any further documents on behalf of the City of Yankton.

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

Action 22-186

This was the time and place for approving the request by Riverboat Days for a Fireworks Public Display on August 19, 2022. (Memorandum 22-141) Moved by Commissioner Benson, seconded by Commissioner Webber, to approve the fireworks public display.

Roll Call: Members present voting “Aye:” Benson, Brunick, Maibaum, Miner, Schramm, Webber, and Mayor Moser; voting “Nay:” none; “voting “Abstain:” Villanueva.
Motion adopted.

In Other Business – City Manager Amy Leon gave an update on the Westside Park project and concerns expressed about ducks and geese and turtles and fish. She discussed the proposed kayak

launch area and she commented on plans to remove the large cottonwood tree on the island. No official action was taken after discussion.

Action 22-187

Moved by Commissioner Webber, seconded by Commissioner Benson, to adjourn into Executive Session at 8:56 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, Miner, Schramm, Webber and Villanueva. City Attorney Den Herder and City Manager Leon were also present. Absent: Johnson and Maibaum.

Quorum present.

Action 22-188

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

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

Motion adopted.

Stephanie Moser
Mayor

ATTEST:

Al Viereck
Finance Officer

Published on July 20th, 2022



OFFICE OF THE CITY MANAGER

www.cityofyankton.org

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Commission Information Memorandum

The Yankton City Commission meeting on Monday, July 25, 2022 will begin at 7:00 pm.

Non-Agenda Items of Interest

1) Fire Department Update

The 4th of July weekend was relatively quiet for the fire department with no significant incidents related to fireworks. Later that week, however, Yankton firefighters were put to the test when a significant fire occurred in a downtown building that housed both businesses and apartments. Early arriving firefighters were able to ensure the evacuation of all building occupants and contained the fire to room of origin. Several occupants were displaced and businesses were temporarily closed due to smoke damage. One occupant lost two dogs in the fire. Members of the fire department and auxiliary, Yankton County EMS, and Yankton County Emergency Management ensured that occupants received housing and financial support after the fire was placed under control.

Chief Linke continued to meet members of the community by participating in activities at the Huether Family Aquatics Center with Commissioner Villanueva and the Boys/Girls Club with Police Chief Foote.

Fire department members and auxiliary are preparing for annual Riverboat Days activities.

2) Community & Economic Department Update

The South Dakota Department of Agriculture and Natural Resources (DANR) has approved additional EPA Brownfields Program funding for Water Treatment Plant No. 1. The assessment from last October identified a number of asbestos containing building materials, pipe fittings, and insulation materials. Staff applied for additional funding to abate the friable asbestos as recommended by the analysis and required before any renovation of the structure. The asbestos removal cost is estimated between \$14,600 to \$29,939. These are grant funds and the asbestos will be removed at no cost to the City of Yankton. Staff has been working with DANR and their sub-contractor to prepare the facility for the removal and coordinating logistics. Removal is anticipated to be completed by the end of August.

3) Police Department Update

We are getting closer to getting our E-ticket software installed and put into production. Commander Rothenberger and Taylor Peters attended an online training on how to configure E-tickets for use by the Yankton Police Department. Commander Rothenberger will work with Taylor and configure our E-tickets on our training server. Once that is completed, we will hold some training with officers before we go live with E-tickets.

Commander Brandt and Detective O'Farrell attended training on investigations involving TikTok and Snapchat. This training covered the challenges investigators face when conducting investigations and methods they can use to overcome these challenges to build better cases.

We participated on July 13 in the first Communities that Care Key Leaders orientation. This program is aimed at identifying issues with our youth and helping give them tools to solve these issues or problems before they become something bigger. SRO Russenberger, Chief Foote and Commissioner Benson are part of this group currently.

On July 15 we participated in the state shoot. This is when the State of South Dakota sends down a state-certified firearms instructor and allows departments and retired law enforcement to complete their state qualifications. Officers on duty were given time to attend the state shoot and those that were off duty were allowed to come to shoot on their own time. We will hold our own qualifying shoot at a later date so we will all be compliant with the State of South Dakota Law Enforcement Standards.

We spoke with a couple of service organizations on July 14 and July 18. Commander Rothenberger and Chief Foote spoke with the Sertoma Club and the Lions Club about community safety. Information was given about the recent thefts and tips to keep their property safe. We also talked about how the community can help partner with the police department by being good witnesses.

Chief Foote spent some time at the Huether Family Aquatic Center this week. July 20, Chief Foote and Commissioner Weber had coffee with the water walkers. On July 21, he assisted the Kiwanis Club with their pluck-a-duck program by sliding down the water slide and releasing the ducks before the winning ducks were plucked.

4) Parks and Recreation Department Update

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

5) Information Services Department Update

We anticipate the City Hall data wiring project will be completed in the next few weeks. The majority of the new cabling has been installed. Final testing and cutover of re-used cabling will be the last steps. Staff continues to work on revenue and expenditure projections for the 2023 budget. Energy costs will likely have a major impact across many departments.

6) Public Works Department Update

Street Department crews have been milling the asphalt surface on 31st Street from Broadway Avenue. to Douglas Avenue., Valley Road from Burleigh Street to 21st Street, and Burleigh Street from 5th Street to 8th Street. Once milling is complete, crews will pave new asphalt surfaces on the milled streets.

21st/WCLR/Summit Project

About half of the new main line paving is in place on the Summit Street project. Summit Street from 15th Street to 19th Street has been opened for local traffic. The contractor is scheduled to pave between 19th Street and 21st Street on July 20th and July 22nd. If there are no issues, the whole street could be completed and open by August 1st.

Traffic control for WCLR from 8th to 9th was installed on Wednesday, July 20. LaCroix Construction Excavating has been subcontracted to replace sanitary sewer manholes during this project. Once LaCroix is done, Masonry Components will replace some miscellaneous curb prior to placing the main line concrete pavement. It is expected to take approximately a month for this project.

5th Street from Spruce to Green

5th Street from Spruce to Green was closed on Monday, July 18th. Crews were sawing existing curb and gutter, pavement, sidewalks and driveways. The scope of work includes replacing the water main, which Feimer Construction will begin once the sawing is complete and some of the removals are done.

Airport Parking and Access Road

The removals are complete and street department crews continue with the base course installation. Masonry Components has started with the curb and gutter replacement and have completed some fillet and valley gutter installation.

Westside Park Pond Improvements

The contractor has installed a temporary haul road into the pond area and have begun to excavate and haul material off the project site. The existing rock that had previously stabilized the banks has been separated and stockpiled for reuse in the final bank stabilization. Old tires that had been used to line the bottom of the pond have been removed and properly disposed of. The existing pedestrian bridge has been removed.

Airport Taxiway A Rehabilitation Project

Screed Tech LLC has completed this project and the taxiway is now fully open and operational.

7) Human Resources & Employee Engagement Department Update

We continue to accept applications for full time Police Officers which are open until filled.

We are still accepting application for full time Sanitation Truck Operator which is open until filled.

We are accepting application for a Finance Generalist which is open until July 25, 2022. This position was opened due to the resignation of Jessica Cameron and will have a different role as far as being trained in all areas within the Finance Department.

Summer positions still available for lifeguards at the Huether Family Aquatics Center.

8) Environmental Services Department Update

The Wastewater Plant EDA project continues to move forward. The contractor is experiencing some delays in deliveries of certain products. The contractor is currently waiting on manholes before installing the new sewer line on Levee Street. The pipe has been delivered and the contractor is hoping the manholes will arrive soon and they can begin installing pipe. The pipe and bore under the creek connecting the plant to the new equalization basin has been installed. The contractor is currently working on the equalization basin.

Collection staff continue to jet and clean sewers. Staff's goal is to jet and clean city sewer mains once every 3 years. Staff is experiencing an increase in roots due to the recent dry weather. Staff is also noticing an increase in non-flushable items. Product labels may claim to be "flushable" but disposable wipes and other products can cause expensive sewer line plugs and damage pumps and other equipment. Flushing these items can also lead to plugged sewer lines and raw sewage back-ups into homes and businesses.

The contractor has completed GPS and data collection for the sanitary sewer system. The contractor is scheduled to begin collecting data on the water distribution system this week. This information will be

used to complete both a collection system and distribution system model and final master plans. A GIS database will also be developed for asset management of the systems.

9) Finance Department Update

The Finance office has an open position as a Finance Generalist. This is a new position that is expected to rotate between Accounts Receivables/Utilities, Accounts Payable/Licenses, and Records/Election/Special Projects. This cross-training environment will allow the Finance office to improve customer service to the public as well as maintain adequate workflows in times of being short staffed.

Enclosed in your packet is the Monthly Finance Report for June activity and the second quarter 2022 Revenues and Expenditures Report comparing quarterly and year-to-date totals with 2021 figures.

10) Monthly reports

Joint Powers Solid Waste monthly report is included for your review.

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

Sincerely,

Amy Leon
City Manager

PARKS AND RECREATION DEPARTMENT

SUMMIT ACTIVITIES CENTER and RECREATION PROGRAMS

- SAC member attendance for July 1-15 – 1,225 visits
(2021- 1,053; 2020- opened back up in June for limited numbers of people to be in the facility- 848; 2019- 2,084 visits; 2018- 2,343 visits)

- **Summit Activities Center Membership Information:**
 - Active & Fit/Renew Active/Silver Sneakers – 62
 - City of Yankton Single – 54
 - Firefighter Single - 20
 - 10 Use Punch card – 51
 - Individual Annual – 281
 - Individual Corporate – 24
 - Individual EFT – 47
 - Individual Monthly – 128
 - Radio Single – 24
 - Total # of Active Members – 691**

- **Total Cash Revenue July 1 – 15, 2022-** \$7,156.67 (\$7,703.24 in 2021).

- Prime Time Senior Class- 11 participants
- Tabata- 26 participants
- Water Aerobics Class- 41 participants
- Work Out Express- 9 participants
- Zumba- 10 participants
- Birthday party rentals at the SAC- 0 rentals.
- Auxiliary Gym/Main Gym rentals- 0 rentals.
- Theater Rentals- 0 hours.
- Meeting Room Rentals- 0 hours.
- City Hall Rentals- 2 hours.

2nd Session Summer Recreation Programs began July 11. 697 participants (755 in 2021).

The Huether Family Aquatics Center:

- Total season passes sold- 3,912 (3,899 in 2021)

Capital Building Rentals

- Days Rented – 5 Dates

Park Shelter Rentals

- Riverside- 18 Rentals
- Memorial – 3 Rentals
- Westside – 0 Rentals
- Meridian Bridge – 0 Rentals

PARKS

July 4 fireworks had a great crowd in Riverside Park.

Todd has been working to change the format on the Parks, Recreation, and City Events website pages. The pages are utilizing the accordion style widget that allows information to be accessed by clicking on the plus sign to the right of the heading. The information on all department pages continues to be reviewed, updated, and changed as needed.

Thursday nights' Music at the Meridian concert series has begun. Luke has been working with the Meridian District Art Project to be able to offer the community mural and tile painting on Thursday nights again this summer.

Luke has been working with the outside organizations, their special event applications and the events as he familiarizes himself with the process. He is also working with Kristin, in IT, to get ideas for updating the handbook and electronic application this fall.

The ball fields at Sertoma Park, Summit Activities Center, and Riverside Park are being dragged and prepared each weekday according to practice and game schedules submitted to the Parks Department. The Parks Staff prepared Sertoma Park for the Youth Baseball tournament for the weekend of June 24, 25 & 26.

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

The Parks Department will be working with the youth soccer association, as it will need to utilize numerous green spaces in the parks system as it plans for its annual fall tournament, September 9, 10, and 11.

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

CITY OF YANKTON
Revenues and Expenditures

	01Jan2022 30Jun2022	01Jan2021 30Jun2021	YTD 2022	YTD 2021
101 General Fund				
Revenues	6,731,666.37	6,202,688.91	6,731,666.37	6,202,688.91
Expenditures	4,742,381.78	4,647,701.72	4,742,381.78	4,647,701.72
201 Parks				
Revenues	9,622.51	12,898.76	9,622.51	12,898.76
Expenditures	724,234.97	631,287.21	724,234.97	631,287.21
202 Memorial Pool				
Revenues	289,898.66	339,746.45	289,898.66	339,746.45
Expenditures	622,909.70	618,062.42	622,909.70	618,062.42
203 Summit Activity Center				
Revenues	187,887.88	135,479.49	187,887.88	135,479.49
Expenditures	277,819.40	273,527.72	277,819.40	273,527.72
204 Marne Creek				
Revenues	350,128.77	(69,665.97)	350,128.77	(69,665.97)
Expenditures	193,623.35	285,540.71	193,623.35	285,540.71
205 Casualty Reserve				
Revenues	112.76	70.32	112.76	70.32
Expenditures				
207 Bridge and Street				
Revenues	11,156.25	11,000.14	11,156.25	11,000.14
Expenditures	4,046.83	6,479.56	4,046.83	6,479.56
208 911/Dispatch				
Revenues	31,992.55	32,310.41	31,992.55	32,310.41
Expenditures	343,060.99	286,765.72	343,060.99	286,765.72
209 Business Improvement District				
Revenues	46,712.70	48,407.99	46,712.70	48,407.99
Expenditures		11,136.84		11,136.84
211 Lodging Sales Tax				
Revenues	307,198.12	252,002.01	307,198.12	252,002.01
Expenditures	273,972.58	333,719.88	273,972.58	333,719.88
241 Infrastructure Improvement				
Revenue	3,454.74	3,931.99	3,454.74	3,931.99
Expenditures				
501-504 Improvements/Capital				
Revenues	36,522.12	(415,792.32)	36,522.12	(415,792.32)
Expenditures	(151,358.83)	75,915.13	(151,358.83)	75,915.13
505 Huether Family Aquatic Center				
Revenues	220,062.30	179,327.48	220,062.30	179,327.48
Expenditures	(236,513.98)	2,142,701.79	(236,513.98)	2,142,701.79
506 Special Capital Improvements				
Revenues	2,551,148.32	2,398,007.81	2,551,148.32	2,398,007.81
Expenditures	391,067.41	149,832.80	391,067.41	149,832.80
509 TID #2 Morgan Square				
Revenues				
Expenditures				
510 TID #5 Menards				
Revenues	95,797.40	91,214.34	95,797.40	91,214.34
Expenditures				
511 TID #6 Westbrook Estates				
Revenues	187,976.60	181,364.26	187,976.60	181,364.26
Expenditures				
512 TID #7 West 10th Street				
Revenues	32,284.59	26,216.09	32,284.59	26,216.09
Expenditures				
513 TID #8 Westbrook Phase 2				
Revenues	43,115.79	32,600.92	43,115.79	32,600.92
Expenditures				

CITY OF YANKTON
Revenues and Expenditures

	01Jan2022 30Jun2022	01Jan2021 30Jun2021	YTD 2022	YTD 2021
Expenditures	42,925.59	52,940.75	42,925.59	52,940.75
601-608 Water				
Revenues	3,267,278.31	3,252,269.14	3,267,278.31	3,252,269.14
Expenditures	4,212,198.00	4,181,120.28	4,212,198.00	4,181,120.28
611 Wastewater				
Revenues	2,516,255.50	2,046,432.53	2,516,255.50	2,046,432.53
Expenditures	2,329,403.06	1,845,137.56	2,329,403.06	1,845,137.56
621 Cemetery				
Revenues	13,419.78	11,691.75	13,419.78	11,691.75
631 Solid Waste Collection				
Revenues	660,936.37	653,955.92	660,936.37	653,955.92
Expenditures	616,077.22	605,085.70	616,077.22	605,085.70
637 Joint Powers Landfill				
Revenues	807,561.63	818,863.40	807,561.63	818,863.40
Expenditures	816,138.06	770,032.29	816,138.06	770,032.29
641 Fox Run Golf Course				
Revenues	20,000.04	20,000.04	20,000.04	20,000.04
Expenditures	218,888.50	85,921.07	218,888.50	85,921.07

FINANCE MONTHLY REPORT

ACTIVITY	JUNE 2022	JUNE 2021	JUNE 2022 YTD	JUNE 2021 YTD
UTILITY BILLING:				
Water				
Water Sold (in gallons per 1,000)	65,572 M	70,599 M	279,237 M	279,877 M
Water Billed	\$656,271.34	\$685,824.16	\$3,122,232.05	\$3,140,017.99
Basic Water Fee/Rate per 1000 ga	\$27.51/6.30	\$27.51/6.30		
Number of Accounts Billed	5,634	5,598	32,883	32,606
Number of Bills Mailed	5,634	5,598	32,883	32,606
Total Meters Read	5,923	5,879	35,480	35,148
Meter Changes/pulled	1	3	32	31
Total Days Meter Reading	1	1	6	6
Misreads found prior to billing	0	0	0	0
Customers requesting Rereads	0	0	0	0
Sewer				
Sewer Billed	\$379,316.68	\$359,782.43	\$2,101,296.02	\$2,039,730.53
Basic Sewer Fee/Rate per 1000 ga	\$11.22/\$6.80	\$11.22/\$6.80		
Solid Waste				
Solid Waste Billed	\$109,790.49	\$108,650.81	\$654,537.62	\$648,049.59
Basic Solid Waste Fee	\$23.61	\$23.61		
Tax Billed	\$7,100.46	\$7,022.09	\$42,315.67	\$41,881.51
Misc. Billed	\$2,580.00	\$3,840.00	\$7,800.00	\$10,291.00
Total Utility Billing:	\$1,155,058.97	\$1,165,119.49	\$5,928,181.36	\$5,879,970.62
Adjustment Total:				
Misread Adjustments	\$0.00	\$0.00	\$0.00	\$0.00
Other Adjustments	(\$63.87)	(\$130.56)	(\$52.14)	(\$66.16)
Penalty Adjustments OFF	(\$90.00)	(\$40.00)	(\$520.00)	(\$550.00)
Penalty Adjustments ON	\$0.00	\$30.00	\$100.00	\$80.00
New Accounts/Connects	138	177	458	499
Accounts Finaled/Disconnects	82	84	300	361
New Accounts Set up	3	11	20	45
Delinquent Notices	339	364	2,242	2,152
Doorknockers	135	116	777	693
Delinquent Call List	47	85	364	402
Notice of Termination Letters	8	12	47	73
Shut-off for Non-payment	3	8	24	38
Delinquent Notice Penalties	\$3,390.00	\$3,640.00	\$22,420.00	\$21,520.00
Doorknocker Penalties	\$1,350.00	\$1,160.00	\$7,770.00	\$6,930.00
Other Office Functions:				
Interest Income	\$482,489.48	\$16,129.80	\$136,357.72	\$82,811.97
Interest Rate-Checking Account	1.06%	0.38%		
Interest Rate-CDs	N/A	N/A		
# of Monthly Vendor Checks	137	113		
Payments Issued to Vendors	\$2,447,554.12	\$3,565,019.65	\$12,384,128.00	\$14,663,715.63
# of Employees on Payroll	271	262		
Monthly Payroll	\$570,936.26	\$539,783.68	\$3,248,628.63	\$3,070,363.52

Joint Powers Solid Waste Authority
Financial Report Thru June 30, 2022

Description	Yankton Transfer	Vermillion Landfill	Total Joint	6 Month Budget	Legal 2022 Budget
Joint Power Transfer/Landfill					
<i>Total Revenue</i>	<u>\$800,836.72</u>	<u>\$480,568.71</u>	<u>\$1,281,405.43</u>	<u>\$1,181,690.00</u>	<u>\$2,363,380.00</u>
<i>Expenses:</i>					
Personal Services	172,706.66	187,408.21	360,114.87	398,268.00	796,536.00
Operating Expenses	175,460.00	266,024.81	441,484.81	482,276.50	964,553.00
Depreciation (est)	80,865.24	130,746.60	211,611.84	227,848.00	455,696.00
Trench Depletion	0.00	113,307.65	113,307.65	119,500.00	239,000.00
Closure/Postclosure Resrv	0.00	6,135.11	6,135.11	12,500.00	25,000.00
Amortization of Permit	0.00	987.25	987.25	750.00	1,500.00
<i>Total Operating Expenses</i>	<u>429,031.90</u>	<u>704,609.63</u>	<u>1,133,641.53</u>	<u>1,241,142.50</u>	<u>2,482,285.00</u>
<i>Non Operating Expense-Interest</i>	<u>4,083.84</u>	<u>18,397.64</u>	<u>22,481.48</u>	<u>39,323.00</u>	<u>78,646.00</u>
<i>Landfill Operating Income</i>	<u>367,720.98</u>	<u>(242,438.56)</u>	<u>125,282.42</u>	<u>(98,775.50)</u>	<u>(197,551.00)</u>
Joint Recycling Center					
<i>Total Revenue</i>	<u>0.00</u>	<u>98,671.71</u>	<u>98,671.71</u>	<u>50,250.00</u>	<u>100,500.00</u>
<i>Expenses:</i>					
Personal Services	0.00	112,205.26	112,205.26	124,489.00	248,978.00
Operating Expenses	0.00	82,850.23	82,850.23	65,475.00	130,950.00
Depreciation (est)	0.00	14,057.28	14,057.28	19,000.00	38,000.00
<i>Total Operating Expenses</i>	<u>0.00</u>	<u>209,112.77</u>	<u>209,112.77</u>	<u>208,964.00</u>	<u>417,928.00</u>
<i>Non Operating Expense-Interest</i>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
<i>Recycling Operating Income</i>	<u>0.00</u>	<u>(110,441.06)</u>	<u>(110,441.06)</u>	<u>(158,714.00)</u>	<u>(317,428.00)</u>
<i>Total Operating Income</i>	<u>\$367,720.98</u>	<u>(\$352,879.62)</u>	<u>\$14,841.36</u>	<u>(\$257,489.50)</u>	<u>(\$514,979.00)</u>
Tonage in Trench:	<u>6/30/2021</u>	<u>6/30/2022</u>			
Asbestos	66.70	29.34	29.34	25.00	50.00
Centerville	176.00	153.86	153.86	550.00	1,100.00
Beresford	0.00	0.00	0.00	700.00	1,400.00
Clay County Garbage	7,553.09	7,685.99	7,685.99	7,250.00	14,500.00
Elk Point	539.72	527.75	527.75	130.00	260.00
Yankton County Garbage	12,081.06	12,053.44	12,053.44	11,950.00	23,900.00
<i>Total Tonage in Trench</i>	<u>20,416.57</u>	<u>20,450.38</u>	<u>20,450.38</u>	<u>20,605.00</u>	<u>41,210.00</u>
Operating Cost per ton			<u>\$55.43</u>	<u>\$62.14</u>	<u>\$62.14</u>

This report is based on the following:

Revenue accrual thru June 30, 2022

Expenses cash thru June 30, 2022 with July's bills

Joint Powers Solid Waste Authority
Financial Report Thru June 30, 2022

Description	Yankton Transfer	Vermillion Landfill	Total Joint	6 Month Budget	Legal 2022 Budget
Source of Funds					
<i>Beginning Balance</i>	(\$472,259.00)	\$2,906,126.00	\$2,433,867.00	\$1,785,196.00	\$1,785,196.00
<i>Operating Revenue:</i>					
Net Income	367,720.98	(352,879.62)	14,841.36	(257,489.50)	(514,979.00)
Depreciation	80,865.24	144,803.88	225,669.12	246,848.00	493,696.00
Trench Depletion	0.00	113,307.65	113,307.65	119,500.00	239,000.00
Amortization of Permit	0.00	987.25	987.25	750.00	1,500.00
<i>Non Operating Revenue:</i>					
Grant	0.00	0.00	0.00	0.00	0.00
Loan Proceeds	0.00	0.00	0.00	0.00	0.00
Contributed Capital	0.00	1,920.00	1,920.00	2,500.00	5,000.00
Sale Proceeds	0.00	0.00	0.00	0.00	0.00
Comp. for Loss & Damage	6,724.91	0.00	6,724.91	0.00	0.00
Fire Related Expenses	0.00	0.00	0.00	0.00	0.00
Interest	0.00	2,807.67	2,807.67	2,500.00	5,000.00
<i>Cash Flow Transfer:</i>					
Joint Power Transfer/Landfill	(413,460.06)	413,460.06	0.00	870,000.00	1,740,000.00
Joint Recycling Center	0.00	0.00	0.00	0.00	0.00
Total Funds Available	(430,407.93)	3,230,532.89	2,800,124.96	2,769,804.50	3,754,413.00
Application of Funds Available					
<i>Joint Power Transfer/Landfill</i>					
Equipment	110,067.41	260,051.33	370,118.74	409,000.00	818,000.00
Trench	0.00	0.00	0.00	0.00	0.00
Closure/Postclosure Cash Res.	0.00	6,135.11	6,135.11	12,500.00	25,000.00
<i>Joint Recycling Center</i>					
Equipment	0.00	31,756.56	31,756.56	28,500.00	57,000.00
<i>Payment Principal</i>	32,403.97	47,775.96	80,179.93	171,371.50	342,743.00
<i>Appropriation to Reserve</i>	0.00	0.00	0.00	0.00	0.00
Total Applied	142,471.38	345,718.96	488,190.34	621,371.50	1,242,743.00
Ending Balance	(\$572,879.31)	\$2,884,813.93	\$2,311,934.62	\$2,148,433.00	\$2,511,670.00

Joint Power Transfer/Landfill Description	Yankton Transfer	Vermillion Landfill	Total Joint	6 Month Budget	Legal 2022 Budget
<i>Revenue: (accrual)</i>					
Asbestos	\$0.00	\$1,907.12	\$1,907.12	\$3,000.00	\$6,000.00
Elk Point	0.00	27,970.75	27,970.75	31,200.00	\$62,400.00
Centerville	0.00	8,154.58	8,154.58	6,890.00	13,780.00
Beresford	0.00	0.00	0.00	0.00	0.00
Clay County Garbage	0.00	421,607.56	421,607.56	412,500.00	825,000.00
Compost-Yd Waste-Wood	0.00	2,535.56	2,535.56	4,750.00	9,500.00
Contaminated Soil	0.00	3,025.01	3,025.01	3,750.00	7,500.00
White Goods	0.00	2,155.27	2,155.27	3,000.00	6,000.00
Tires	0.00	12,072.01	12,072.01	2,500.00	5,000.00
Electronics	0.00	1,003.60	1,003.60	3,000.00	6,000.00
Other Revenue	1.72	137.25	138.97	7,550.00	15,100.00
Cash long	(6.89)	0.00	(6.89)	0.00	0.00
Rubble	37,601.50	0.00	37,601.50	26,000.00	52,000.00
Transfer Fees	758,287.04	0.00	758,287.04	675,000.00	1,350,000.00
Metal	4,953.35	0.00	4,953.35	2,500.00	5,000.00
Other Operational - Solid Waste	0.00	0.00	0.00	50.00	100.00
Total Revenue	800,836.72	480,568.71	1,281,405.43	1,181,690.00	2,363,380.00
<i>Expenses: (cash)</i>					
Personal Services	172,706.66	187,408.21	360,114.87	398,268.00	796,536.00
Insurance	18,851.44	6,851.94	25,703.38	16,314.00	32,628.00
Professional Service/Fees	26,977.84	41,347.91	68,325.75	90,000.00	180,000.00
Non Professional Fees	0.00	0.00	0.00	0.00	0.00
Processing- Reduction	0.00	0.00	0.00	5,000.00	10,000.00
State Fees	0.00	20,450.38	20,450.38	23,250.00	46,500.00
Professional - Legal/Audit	3,190.50	0.00	3,190.50	1,375.00	2,750.00
Publishing & Advertising	162.62	1,767.45	1,930.07	1,400.00	2,800.00
Rental	0.00	0.00	0.00	250.00	500.00
Hauling fee	0.00	0.00	0.00	0.00	0.00
Equipment repair	172.35	44,813.89	44,986.24	30,500.00	61,000.00
Motor vehicle repair	0.00	2,669.91	2,669.91	12,000.00	24,000.00
Vehicle fuel & maintenance	73,075.18	30,791.38	103,866.56	105,000.00	210,000.00
Equip, Mat'l & Labor	26,992.03	0.00	26,992.03	32,500.00	65,000.00
Building repair	2,329.75	995.63	3,325.38	12,000.00	24,000.00
Facility repair & maintenance	0.00	14,191.54	14,191.54	17,500.00	35,000.00
Postage	245.46	4.32	249.78	425.00	850.00
Office supplies	72.31	708.98	781.29	1,750.00	3,500.00
Copy supplies	0.00	8.45	8.45	187.50	375.00
Uniforms	0.00	4,519.20	4,519.20	3,250.00	6,500.00
Small Tools & Hardware	279.99	0.00	279.99	125.00	250.00
Travel & Training	0.00	2,606.64	2,606.64	2,250.00	4,500.00
Operating supply	487.61	72,173.74	72,661.35	91,300.00	182,600.00
Electricity	4,067.82	8,650.54	12,718.36	15,500.00	31,000.00
Heating Fuel - Gas	16,218.31	12,446.23	28,664.54	16,250.00	32,500.00
Water	1,155.12	334.55	1,489.67	1,750.00	3,500.00
WW service	488.24	0.00	488.24	650.00	1,300.00
Landfill	141.66	0.00	141.66	150.00	300.00
Telephone	551.77	692.13	1,243.90	1,600.00	3,200.00
Depreciation (est)	80,865.24	130,746.60	211,611.84	227,848.00	455,696.00
Trench Depletion		113,307.65	113,307.65	119,500.00	239,000.00
Closure/Postclosure Resrv		6,135.11	6,135.11	12,500.00	25,000.00
Amortization of Permit		987.25	987.25	750.00	1,500.00
Total Op Expenses	429,031.90	704,609.63	1,133,641.53	1,241,142.50	2,482,285.00

Joint Power Transfer/Landfill Description	Yankton Transfer	Vermillion Landfill	Total Joint	6 Month Budget	Legal 2022 Budget
<i>Non Operating Expense-Interest</i>	4,083.84	18,397.64	22,481.48	39,323.00	78,646.00
<i>Bond Issuance Costs</i>	0.00	0.00	\$0.00	0.00	0.00
<i>Operating Income (Loss)</i>	\$367,720.98	(\$242,438.56)	\$125,282.42	(\$98,775.50)	(\$197,551.00)
<i>Capital:</i>					
Capital Outlay	\$110,067.41	\$260,051.33	\$370,118.74	\$409,000.00	\$818,000.00
Landfill Development	0.00	0.00	0.00	37,000.00	\$74,000.00
Capital Lease	0.00	0.00	0.00	0.00	\$0.00
<i>Total Capital Expenditures</i>	\$110,067.41	\$260,051.33	\$370,118.74	\$446,000.00	\$892,000.00
<i>Grant Reimbursement</i>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<i>Federal Grant thru State</i>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<i>Equipment Sale Proceeds</i>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<i>Cash Flow Transfer</i>	(\$413,460.06)	\$413,460.06	\$0.00	\$0.00	\$0.00
<i>Tonage in Trench:</i>					
Asbestos		29.34	29.34	25.00	50.00
Beresford		0.00	0.00	700.00	1,400.00
Centerville Garbage		153.86	153.86	550.00	1,100.00
Clay County Garbage		7,685.99	7,685.99	7,250.00	14,500.00
Elk Point		527.75	527.75	130.00	260.00
Yankton County Garbage		12,053.44	12,053.44	11,950.00	23,900.00
<i>Total Tonage in Trench</i>		20,450.38	20,450.38	20,605.00	41,210.00
Operating Cost per ton			\$55.43	\$62.14	\$62.14

Joint Recycling Center Description	Yankton Transfer	Vermillion Center	Total Joint	6 Month Budget	Legal 2022 Budget
<i>Revenue:</i>					
Tipping Fees	\$0.00	0.00	\$0.00	0.00	0.00
Metal/Tin	0.00	0.00	0.00	1,250.00	2,500.00
Plastic	0.00	10,617.95	10,617.95	7,500.00	15,000.00
Aluminum	0.00	14,047.50	14,047.50	8,000.00	16,000.00
Newsprint	0.00	7,015.95	7,015.95	4,500.00	9,000.00
Cardboard	0.00	66,523.55	66,523.55	22,500.00	45,000.00
High Grade Paper	0.00	0.00	0.00	2,500.00	5,000.00
Other Material	0.00	466.76	466.76	4,000.00	8,000.00
Contributions/Operating Grants	0.00	0.00	0.00	0.00	0.00
Total Revenue	0.00	98,671.71	98,671.71	50,250.00	100,500.00
<i>Expenses:</i>					
Personal Services	0.00	112,205.26	112,205.26	124,489.00	248,978.00
Insurance	0.00	939.27	939.27	1,200.00	2,400.00
Professional Service/Fees	0.00	345.90	345.90	250.00	500.00
Hazardous Waste Collection	0.00	39,611.57	39,611.57	25,000.00	50,000.00
Professional-Legal	0.00	0.00	0.00	0.00	0.00
Publishing & Advertising	0.00	712.32	712.32	750.00	1,500.00
Rental	0.00	0.00	0.00	0.00	0.00
Equipment repair	0.00	3,673.84	3,673.84	4,750.00	9,500.00
Vehicle repair & maintenance	0.00	19.16	19.16	300.00	600.00
Vehicle fuel	0.00	2,395.29	2,395.29	2,500.00	5,000.00
Building repair & maintenance	0.00	4,280.90	4,280.90	1,400.00	2,800.00
Postage	0.00	1.09	1.09	25.00	50.00
Freight	0.00	6,300.00	6,300.00	8,750.00	17,500.00
Office supplies	0.00	265.00	265.00	500.00	1,000.00
Uniforms	0.00	0.00	0.00	375.00	750.00
Materials Purchases	0.00	3,151.60	3,151.60	2,250.00	4,500.00
Travel & Training	0.00	1,075.60	1,075.60	1,000.00	2,000.00
Operating Supplies	0.00	3,984.89	3,984.89	5,000.00	10,000.00
Copy Supply	0.00	95.38	95.38	100.00	200.00
Electricity	0.00	2,835.98	2,835.98	3,250.00	6,500.00
Heating Fuel-Gas	0.00	5,457.00	5,457.00	2,375.00	4,750.00
Water	0.00	170.87	170.87	325.00	650.00
WW service	0.00	668.36	668.36	600.00	1,200.00
Telephone	0.00	323.33	323.33	425.00	850.00
Revenue Sharing	0.00	6,542.88	6,542.88	4,350.00	8,700.00
Depreciation (est)	0.00	14,057.28	14,057.28	19,000.00	38,000.00
Total Op Expenses	0.00	209,112.77	209,112.77	208,964.00	417,928.00
<i>Non Operating Expense-Interest</i>	0.00	0.00	0.00	0.00	0.00
Operating Income (Loss)	\$0.00	(\$110,441.06)	(\$110,441.06)	(\$158,714.00)	(\$317,428.00)
Capital Outlay	\$0.00	\$31,756.56	\$31,756.56	\$28,500.00	\$57,000.00
Grant Reimbursement/Donations	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Cash Flow Transfer	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

This report is based on the following:

Revenue accrual thru June 30, 2022

Expenses cash thru June 30, 2022 with July's bills

2022 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	42,818.80	(37,653.09)	5,165.71	3,001.98	53.37	0.00	8,540.61	8,540.61	42,818.80	(29,112.48)	13,706.32
February	20,433.97	(48,393.67)	(27,959.70)	2,578.89	71.09	0.00	(19,765.60)	(19,765.60)	20,433.97	(68,159.27)	(47,725.30)
Subtotal	63,252.77	(86,046.76)	(22,793.99)	5,580.87	62.09	0.00	(11,224.99)	(11,224.99)	63,252.77	(97,271.75)	(34,018.98)
March	57,675.49	(50,930.75)	6,744.74	3,355.35	62.21	0.00	(8,826.73)	(8,826.73)	57,675.49	(59,757.48)	(2,081.99)
Subtotal	120,928.26	(136,977.51)	(16,049.25)	8,936.22	62.14	0.00	(20,051.72)	(20,051.72)	120,928.26	(157,029.23)	(36,100.97)
April	61,717.12	(53,530.54)	8,186.58	3,441.44	61.19	0.00	(16,693.14)	(16,693.14)	61,717.12	(70,223.68)	(8,506.56)
Subtotal	182,645.38	(190,508.05)	(7,862.67)	12,377.66	61.87	0.00	(36,744.86)	(36,744.86)	182,645.38	(227,252.91)	(44,607.53)
May	88,622.30	(20,745.52)	67,876.78	4,034.28	46.99	0.00	(56,865.99)	(56,865.99)	88,622.30	(77,611.51)	11,010.79
Subtotal	271,267.68	(211,253.57)	60,014.11	16,411.94	58.22	0.00	(93,610.85)	(93,610.85)	271,267.68	(304,864.42)	(33,596.74)
June	100,537.14	(12,787.35)	87,749.79	4,038.44	44.13	0.00	(16,830.21)	(16,830.21)	100,537.14	(29,617.56)	70,919.58
Subtotal	371,804.82	(224,040.92)	147,763.90	20,450.38	55.43	0.00	(110,441.06)	(110,441.06)	371,804.82	(334,481.98)	37,322.84

7/18/2022

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 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
September 2021	282.22	689.94	507.29	76.85	32.65	1,306.73	588.08	2,177.03
October 2021	257.29	665.67	491.96	63.53	38.04	1,259.20	555.98	2,072.47
November 2021	279.00	668.48	485.90	68.71	31.24	1,254.33	496.57	2,029.90
December 2021	283.07	570.11	445.12	84.57	38.20	1,138.00	432.06	1,853.13
2021 Total	3,216.30	7,660.59	5,894.31	881.42	391.51	14,827.83	6,726.58	24,770.71
January 2022	258.69	515.97	411.98	59.08	29.31	1,016.34	331.11	1,606.14
February 2022	217.91	548.02	370.93	67.84	29.20	1,015.99	304.16	1,538.06
March 2022	262.23	665.38	479.74	61.13	35.34	1,241.59	536.56	2,040.38
April 2022	249.31	581.31	446.18	65.70	36.42	1,129.61	682.08	2,061.00
May 2022	279.47	705.94	565.54	64.83	36.49	1,372.80	680.16	2,332.43
June 2022	284.91	790.62	532.96	55.20	45.33	1,424.11	664.58	2,373.60
2022 Total	1,552.52	3,807.24	2,807.33	373.78	212.09	7,200.44	3,198.65	11,951.61

CITY OF VERMILLION
LANDFILL TONS

2022	Art's Garbage	City of Elk Point	Fischer Disposal	Loren Fischer	Herm's Sanitation	Turner County	Vermillion Garbage	Waste Mgmt of Sioux City	Other	2022 Tons	
\$53.00 PER TON	Jan	18.45	77.97	192.36	439.25	25.79	16.64	66.39	199.67	217.79	1254.31
	Feb	32.68	72.96	177.91	353.42	27.01	16.86	58.15	180.46	85.39	1004.84
	Mar	8.25	98.62	213.95	458.65	35.35	26.46	57.19	224.86	179.16	1302.49
	April	12.47	81.41	215.56	496.52	34.20	31.97	60.88	188.94	327.84	1449.79
	May	29.00	105.65	266.28	711.14	52.88	32.39	70.24	241.82	231.86	1741.26
	June	17.89	91.14	236.58	626.16	34.66	29.54	59.09	201.45	347.74	1644.25
	July										0.00
	Aug										0.00
	Sept										0.00
	Oct										0.00
	Nov										0.00
	Dec										0.00
	----- 118.74 =====	----- 527.75 =====	----- 1302.64 =====	----- 3085.14 =====	----- 209.89 =====	----- 153.86 =====	----- 371.94 =====	----- 1237.20 =====	----- 1389.78 =====	----- 8396.94 =====	

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
\$53.00 PER TON	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	46.10	99.21	229.47	621.38	36.07	14.75	85.56	180.12	176.37	1489.03
	Oct	-	83.70	220.79	533.32	35.35	35.15	61.13	227.63	111.91	1308.98
	Nov	9.16	96.44	277.77	536.71	45.65	34.48	65.84	224.22	315.73	1606.00
	Dec	9.40	93.61	228.93	519.25	31.98	14.84	72.70	208.72	91.87	1271.30
	----- 264.77 =====	----- 1112.98 =====	----- 2649.15 =====	----- 6836.54 =====	----- 468.20 =====	----- 347.70 =====	----- 754.78 =====	----- 2239.64 =====	----- 2070.01 =====	----- 16743.77 =====	

Memorandum #22-146

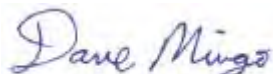
To: Amy Leon, City Manager
From: Dave Mingo, AICP Community and Economic Development Director
Subject: Planning Commission Recommendation on the Five-Year Capital Improvement Plan
Date: July 14, 2022

Thank you for presenting the proposed Five-Year Capital Improvement Plan (CIP) to the Planning Commission at their meeting on July 11, 2022. The Yankton City Planning Commission made a recommendation on the CIP after your presentation and the subsequent discussion of items in the plan.

In Planning Commission Action #22-25 the Planning Commission recommended approval of the Draft 2022 – 2026, Five Year CIP as presented.

Please reference the minutes from the July 11, 2022 Planning Commission meeting for further details regarding the discussion that led to this recommendation when they are available.

Respectfully submitted,



Dave Mingo, AICP
Community and Economic Development Director

Recommendation: It is recommended that the City Commission consider the Planning Commission's recommendation on the CIP as the budget moves through the adoption process.

Yankton Taxable Sales and Sales Tax Receipts Due

Total Yankton Sales Tax (combined 1st penny, 2nd penny, and BBB)

	2018	2019	2020	2021	2022	
	Total Tax Due	Total Tax Due	Total Tax Due	Total Tax Due	Total Tax Due	Monthly % Diff. / Accum. % Diff.
Jan	\$931,740	\$887,586	\$980,221	\$1,033,945	\$1,150,158	11.24%
Feb	\$780,257	\$790,238	\$833,198	\$854,659	\$928,740	8.67%
Mar	\$701,758	\$719,909	\$781,998	\$801,336	\$901,278	12.47%
Apr	\$815,507	\$846,048	\$863,674	\$1,017,050	\$971,567	-4.47%
May	\$810,439	\$856,331	\$798,764	\$981,321	\$1,011,653	3.09%
Jun	\$855,079	\$937,489	\$926,583	\$1,020,579	\$1,098,752	7.66%
Jul	\$930,480	\$993,257	\$1,013,493	\$1,067,758		6.19%
Aug	\$898,550	\$933,860	\$983,306	\$1,076,103		
Sep	\$942,296	\$938,255	\$892,708	\$1,000,776		
Oct	\$873,866	\$943,660	\$918,012	\$1,026,275		
Nov	\$851,380	\$887,192	\$874,158	\$1,070,927		
Dec	\$844,257	\$903,591	\$886,354	\$999,579		
Totals	\$10,235,607	\$10,637,414	\$10,752,470	\$11,950,306	\$6,062,149	6.19%

Top Ten First Class Cities Plus Vermillion

June

Cities	2021 Total Tax Due	2022 Total**** Tax Due	Accum. % Diff.	Remote Sales Tax Due Included****	% OF Total
Sioux Falls	\$79,506,316	\$90,834,819	14.25%	\$7,169,354	7.89%
Rapid City	\$35,626,324	\$39,214,560	10.07%	\$2,188,194	5.58%
Aberdeen	\$10,774,629	\$11,303,493	4.91%	\$707,134	6.26%
Watertown	\$9,203,360	\$10,294,518	11.86%	\$525,649	5.11%
Brookings	\$7,805,420	\$9,003,907	15.35%	\$606,195	6.73%
Mitchell	\$6,234,744	\$6,789,672	8.90%	\$367,043	5.41%
Yankton	\$5,708,888	\$6,062,149	6.19%	\$409,420	6.75%
Pierre	\$4,719,292	\$5,039,849	6.79%	\$354,481	7.03%
Spearfish	\$5,096,855	\$5,578,883	9.46%	\$333,480	5.98%
Huron	\$3,923,190	\$4,473,453	14.03%	\$407,756	9.12%
Vermillion	\$2,390,707	\$2,484,995	3.94%	\$158,178	6.37%
Totals	\$170,989,724	\$191,080,296	11.75%	\$13,226,884	6.92%

7/14/2022

Yankton Taxable Sales and Sales Tax Receipts Due

Yankton Sales Tax (first and second penny combined)

	2019		2020		2021		2022			
	General Taxable Sales	General Tax Due	General Taxable Sales	General Tax Due	General Taxable Sales	General Tax Due	General Taxable Sales	General Tax Due	Monthly % Diff.	Accum. % Diff.
Jan	\$41,866,467	\$837,794	\$46,352,769	\$928,136	\$49,190,516	\$983,882	\$54,673,014	\$1,093,836	11.18%	
Feb	\$36,765,632	\$738,274	\$38,913,538	\$778,686	\$40,019,239	\$801,015	\$43,537,434	\$878,214	9.64%	10.49%
Mar	\$33,836,569	\$677,909	\$36,741,943	\$735,389	\$37,550,213	\$753,209	\$41,994,504	\$839,995	11.52%	10.79%
Apr	\$39,710,074	\$794,821	\$41,101,099	\$822,338	\$47,702,059	\$958,441	\$45,696,626	\$914,953	-4.54%	6.59%
May	\$40,368,638	\$807,621	\$38,091,691	\$763,000	\$46,214,413	\$924,484	\$47,404,609	\$949,847	2.74%	5.79%
Jun	\$43,893,707	\$877,878	\$43,737,970	\$875,295	\$47,593,476	\$952,372	\$51,396,220	\$1,028,251	7.97%	6.17%
Jul	\$46,559,570	\$932,479	\$47,621,249	\$953,568	\$49,944,544	\$999,045				
Aug	\$43,513,910	\$870,548	\$45,924,399	\$919,315	\$49,690,798	\$995,369				
Sep	\$43,686,600	\$874,821	\$41,767,799	\$835,488	\$46,474,827	\$929,909				
Oct	\$44,045,468	\$881,733	\$42,810,738	\$856,392	\$47,730,684	\$955,354				
Nov	\$41,415,205	\$830,624	\$41,062,584	\$821,273	\$49,727,902	\$1,008,465				
Dec	\$42,514,582	\$853,949	\$41,952,374	\$841,600	\$47,125,254	\$942,740				
Totals	\$498,176,422	\$9,978,451	\$506,078,152	\$10,130,482	\$558,963,926	\$11,204,286	\$284,702,408	\$5,705,096		6.17%

Yankton BBB Sales Tax

	2019		2020		2021		2022			
	BBB Taxable Sales	BBB Tax Due	BBB Taxable Sales	BBB Tax Due	BBB Taxable Sales	BBB Tax Due	BBB Taxable Sales	BBB Tax Due	Monthly % Diff.	Accum. % Diff.
Jan	\$4,979,209	\$49,792	\$5,208,464	\$52,085	\$5,006,230	\$50,062	\$5,632,195	\$56,322	12.50%	
Feb	\$5,196,318	\$51,963	\$5,451,272	\$54,513	\$5,364,390	\$53,653	\$5,052,585	\$50,526	-5.83%	3.02%
Mar	\$4,200,003	\$42,000	\$4,660,880	\$46,609	\$4,871,937	\$48,127	\$6,128,328	\$61,283	27.34%	10.73%
Apr	\$5,122,737	\$51,227	\$4,133,653	\$41,337	\$5,860,882	\$58,609	\$5,661,394	\$56,614	-3.40%	6.79%
May	\$4,870,924	\$48,709	\$3,576,326	\$35,763	\$5,683,649	\$56,836	\$6,180,632	\$61,806	8.74%	7.21%
Jun	\$5,961,123	\$59,611	\$5,128,776	\$51,288	\$6,803,860	\$68,206	\$7,050,155	\$70,502	3.37%	6.43%
Jul	\$6,077,718	\$60,777	\$5,978,131	\$59,925	\$6,871,309	\$68,713				
Aug	\$6,331,195	\$63,312	\$6,399,144	\$63,991	\$7,962,014	\$80,734				
Sep	\$6,343,356	\$63,434	\$5,721,928	\$57,219	\$7,086,677	\$70,867				
Oct	\$6,192,766	\$61,928	\$6,162,012	\$61,620	\$7,092,109	\$70,921				
Nov	\$5,652,011	\$56,567	\$5,288,468	\$52,885	\$6,246,175	\$62,462				
Dec	\$4,964,237	\$49,642	\$4,473,969	\$44,754	\$5,683,972	\$56,840				
Totals	\$65,891,596	\$658,963	\$62,183,024	\$621,988	\$74,533,203	\$746,031	\$35,705,288	\$357,053		6.43%

Municipal Tax Due for Returns Filed in June 2022 and 2021

CITY	2022	2021	% Change
Sioux Falls	15,601,723.42	13,828,147.95	12.83
Aberdeen	2,017,408.18	1,825,442.34	10.52
Brookings	1,509,660.95	1,374,280.77	9.85
Yankton	1,098,752.49	1,020,578.56	7.66
Pierre	858,546.12	725,695.77	18.31

CITY	2022	2021	% Change
Rapid City	7,046,166.62	6,375,278.96	10.52
Watertown	1,862,922.76	1,670,383.10	11.53
Mitchell	1,173,685.81	1,126,442.86	4.19
Spearfish	1,071,046.11	959,611.82	11.61
Huron	752,444.88	704,779.54	6.76

CITY	2022	2021	%	CITY	2022	2021	%	CITY	2022	2021
Akaska	3,578.23	3,251.58	10.05	Crooks	32,552.60	19,121.73	70.24	Hill City	142,496.69	148,720.45
Alcester	21,147.60	17,443.47	21.24	Custer	230,121.66	217,664.43	5.72	Hitchcock	1,687.51	2,068.56
Alexandria	24,612.52	12,428.55	98.03	Dallas	4,165.33	3,288.49	26.66	Hosmer	9,549.82	5,482.81
Alpena	26,666.64	66,029.74	-59.61	Dante	2,291.32	772.09	196.77	Hot Springs	199,878.32	181,086.29
Andover	1,707.25	1,011.43	68.80	Davis	2,117.99	963.02	119.93	Hoven	17,007.83	17,243.49
Arlington	55,259.20	58,370.03	-5.33	De Smet	54,325.27	49,777.41	9.14	Howard	44,295.46	33,918.27
Armour	25,762.94	24,978.01	3.14	Deadwood	412,867.23	441,465.09	-6.48	Hudson	17,544.65	11,937.28
Artesian	2,068.61	2,450.43	-15.58	Dell Rapids	147,877.00	122,016.19	21.19	Humboldt	26,668.63	26,779.32
Ashton	1,357.91	2,063.39	-34.19	Delmont	4,122.89	870.30	373.73	Hurley	18,307.99	7,663.01
Astoria	11,104.13	2,456.55	352.02	Dimock	5,875.59	5,996.71	-2.02	Interior	13,046.43	6,701.73
Aurora	13,931.11	8,751.93	59.18	Doland	4,823.04	4,129.15	16.80	Ipswich	54,487.36	39,498.06
Avon	14,922.37	15,771.67	-5.38	Dupree	5,444.82	7,083.19	-23.13	Irene	8,255.01	7,214.72
Baltic	26,869.53	22,953.84	17.06	Eagle Butte	60,243.90	53,595.31	12.41	Iroquois	3,862.88	3,299.27
Belle Fourche	341,706.20	317,009.34	7.79	Eden	3,250.60	2,911.93	11.63	Isabel	9,183.31	13,147.23
Belvidere	826.15	1,370.14	-39.70	Edgemont	29,226.33	22,704.43	28.73	Java	3,733.04	1,536.39
Beresford	113,418.17	99,383.19	14.12	Egan	6,099.81	3,745.80	62.84	Jefferson	19,002.24	12,452.01
Big Stone City	37,956.19	43,539.16	-12.82	Elk Point	68,908.08	60,254.84	14.36	Kadoka	33,585.17	33,733.56
Bison	25,158.86	19,645.17	28.07	Elkton	30,569.47	21,592.47	41.57	Kennebec	19,667.38	11,568.39
Blunt	5,253.22	4,940.89	6.32	Emery	12,233.01	10,516.78	16.32	Keystone	114,903.50	133,700.61
Bonesteel	13,654.07	8,371.90	63.09	Erwin	1,683.00	685.39	145.55	Kimball	48,439.38	34,305.98
Bowdle	11,644.75	32,749.62	-64.44	Estelline	19,744.70	62,554.39	-68.44	Kranzburg	4,796.00	4,559.78
Box Elder	383,941.04	271,681.99	41.32	Ethan	7,575.99	5,091.92	48.78	La Bolt	8,269.97	1,222.62
Bradley	843.80	772.63	9.21	Eureka	27,623.68	30,489.25	-9.40	Lake Andes	21,525.87	21,061.96
Brandon	432,778.66	372,323.60	16.24	Fairfax	3,469.43	3,884.85	-10.69	Lake City	869.74	998.68
Brandt	2,409.95	2,845.57	-15.31	Fairview	1,678.87	441.36	280.39	Lake Norden	93,276.10	74,137.61
Bridgewater	16,222.66	7,178.28	126.00	Faith	26,388.87	27,892.88	-5.39	Lake Preston	28,666.05	15,014.96
Bristol	6,072.08	6,399.63	-5.12	Faulkton	38,029.82	31,837.36	19.45	Lane	700.56	
Britton	72,160.92	66,206.02	8.99	Flandreau	76,214.19	71,354.49	6.81	Langford	10,224.68	5,582.94
Bruce	7,945.62	5,437.27	46.13	Florence	21,844.49	4,468.02	388.91	Lead	149,057.80	134,518.56
Bryant	16,562.57	20,231.71	-18.14	Fort Pierre	150,108.11	242,080.55	-37.99	Lemmon	69,225.92	65,542.86
Buffalo	21,558.99	20,670.31	4.30	Frankfort	2,189.84	1,854.53	18.08	Lennox	88,075.21	56,834.63
Burke	32,913.99	36,205.40	-9.09	Frederick	2,727.29	4,763.65	-42.75	Leola	10,407.63	17,121.19
Camp Crook	1,000.41	978.50	2.24	Freeman	61,762.77	55,540.78	11.20	Lesterville	1,855.75	2,329.49
Canistota	19,685.49	20,148.50	-2.30	Garretson	45,185.28	38,662.37	16.87	Letcher	3,513.67	3,491.84
Canova	2,308.19	2,473.98	-6.70	Gary	4,431.44	4,069.17	8.90	Madison	376,298.29	340,041.76
Canton	121,012.93	104,297.63	16.03	Gayville	4,860.72	4,938.89	-1.58	Marion	35,907.10	28,656.48
Carthage	6,263.99	4,565.27	37.21	Geddes	9,253.55	10,107.04	-8.44	Martin	56,316.09	57,621.96
Castlewood	17,968.69	13,949.35	28.81	Gettysburg	55,951.15	61,037.54	-8.33	McIntosh	2,668.89	6,616.49
Cavour	2,343.85	2,098.33	11.70	Glenham	2,828.78	1,917.80	47.50	McLaughlin	40,050.64	15,057.72
Centerville	20,846.93	17,395.29	19.84	Gregory	86,579.96	77,242.30	12.09	Mellette	6,885.59	4,799.32
Central City	7,669.37	8,364.20	-8.31	Grenville	1,969.47	2,520.90	-21.87	Menno	20,301.68	23,640.05
Chamberlain	170,658.81	164,742.63	3.59	Groton	51,625.62	52,056.03	-0.83	Midland	7,544.29	2,191.76
Chancellor	12,460.81	10,851.71	14.83	Harrisburg	246,152.49	185,731.01	32.53	Milbank	273,891.63	238,992.95
Clark	49,642.45	49,394.98	0.50	Harrod	3,768.25	10,047.86	-62.50	Miller	84,424.35	86,435.78
Clear Lake	58,416.88	51,769.21	12.84	Hartford	132,696.41	100,490.41	32.05	Mission	42,133.43	41,048.37
Colman	28,913.20	16,859.63	71.49	Hayti	13,348.05	11,163.27	19.57	Mobridge	194,654.95	170,419.44
Colome	6,602.23	8,025.22	-17.73	Hazel	2,918.75	1,827.88	59.68	Monroe	1,563.60	950.39
Colton	16,852.35	13,804.91	22.08	Hecla	3,925.72	3,397.53	15.55	Montrose	8,867.46	8,515.63
Columbia	2,520.63	2,524.63	-0.16	Henry	10,068.81	2,135.21	371.56	Morristown	826.78	1,254.92
Conde	2,479.14	4,369.45	-43.26	Hermosa	25,123.37	26,749.53	-6.08	Mound City	1,469.22	1,217.67
Corona	1,969.60	1,754.60	12.25	Herreid	29,714.67	20,872.53	42.36	Mount Vernon	12,017.40	8,113.99
Corsica	36,531.07	24,685.02	47.99	Highmore	47,067.06	31,748.25	48.25	Murdo	44,799.74	47,679.14

Municipal Tax Due for Returns Filed in June 2022 and 2021

CITY	2022	2021	% Change	CITY	2022	2021	% Change
Sioux Falls	15,601,723.42	13,828,147.95	12.83	Rapid City	7,046,166.62	6,375,278.96	10.52
Aberdeen	2,017,408.18	1,825,442.34	10.52	Watertown	1,862,922.76	1,670,383.10	11.53
Brookings	1,509,660.95	1,374,280.77	9.85	Mitchell	1,173,685.81	1,126,442.86	4.19
Yankton	1,098,752.49	1,020,578.56	7.66	Spearfish	1,071,046.11	959,611.82	11.61
Pierre	858,546.12	725,695.77	18.31	Huron	752,444.88	704,779.54	6.76

CITY	2022	2021	%	CITY	2022	2021	%	CITY	2022	2021	%
New Effington	4,677.27	7,815.91	-40.16	Tulare	10,113.53	5,753.67	75.78				
New Underwood	12,118.78	12,859.40	-5.76	Tyndall	34,982.28	31,346.02	1160				
Newell	25,545.57	24,297.20	5.14	Utica	735.11	466.75	57.50				
Nisland	2,652.13	1,518.60	74.64	Valley Springs	14,884.06	12,854.66	15.79				
North Sioux City	355,197.71	343,632.56	3.37	Veblen	9,774.19	9,791.96	-0.18				
Oacoma	66,457.33	59,733.97	11.26	Vermillion	424,054.56	399,041.28	6.27				
Oelrichs	5,310.55	0.00	0.00	Viborg	35,609.06	24,877.13	43.14				
Oldham	1,777.91	1,595.94	11.40	Volga	65,445.83	52,542.55	24.56				
Olivet	1,533.72	850.15	80.41	Volin	2,163.77	1,774.48	21.94				
Onida	20,239.55	19,618.47	3.17	Wagner	81,059.71	77,028.80	5.23				
Orient	1,241.65	984.90	26.07	Wakonda	5,980.82	5,551.37	7.74				
Parker	47,473.39	32,855.60	44.49	Wall	179,819.96	158,691.75	13.31				
Parkston	64,067.75	58,094.27	10.28	Wallace	3,095.95	974.10	217.83				
Peever	2,038.88	2,045.50	-0.32	Ward	2,368.38	2,616.54	-9.48				
Philip	53,415.37	55,937.75	-4.51	Warner	8,152.51	5,939.56	37.26				
Pickstown	14,787.86	14,405.57	2.65	Wasta	599.03	442.66	35.33				
Piedmont	27,677.49	27,761.95	-0.30	Waubay	15,278.48	14,833.97	3.00				
Pierpont	2,118.01	1,241.62	70.58	Webster	107,199.60	99,709.38	7.51				
Plankinton	24,976.55	18,814.05	32.75	Wentworth	10,449.62	5,275.74	98.07				
Platte	86,044.05	81,025.02	6.19	Wessington	6,557.57	7,286.75	-10.01				
Pollock	12,566.04	8,768.29	43.31	Wessington Springs	31,636.93	29,645.04	6.72				
Presho	14,186.56	16,102.71	-11.90	Westport	1,537.62	7,766.82	-80.20				
Pringle	3,391.76	3,242.52	4.60	White	2,476.54	7,982.44	-68.98				
Pukwana	4,619.42	3,912.59	18.07	White Lake	9,320.49	14,740.99	-36.77				
Quinn	9,496.01	657.58	344.08	White River	17,248.84	13,015.19	32.53				
Ramona	1,776.09	1,886.44	-5.85	Whitewood	30,735.56	30,338.06	1.31				
Redfield	115,121.36	100,634.48	14.40	Willow Lake	13,206.21	7,798.80	69.34				
Reliance	10,298.17	5,162.00	99.50	Wilmot	13,679.59	19,480.59	-29.78				
Revillo	1,649.42	1,330.86	23.94	Winner	179,286.62	184,141.84	-2.64				
Roscoe	14,163.27	15,461.23	-8.39	Witten	886.51	611.63	44.94				
Rosholt	16,471.76	17,281.72	-4.69	Wolsey	13,744.76	2,116.40	549.44				
Roslyn	6,399.30	5,902.22	8.42	Wood	1,012.85	1,018.80	-0.58				
Saint Lawrence	1,940.49	4,747.03	-59.12	Woonsocket	20,648.21	25,037.57	-17.53				
Salem	54,720.70	49,298.15	11.00	Worthing	11,278.45	12,167.00	-7.30				
Scotland	18,640.18	28,962.35	-35.64	Yale	3,229.74	1,005.05	221.35				
Selby	27,818.94	23,156.60	20.13								
Sherman	959.64	1,192.50	-19.53								
Sisseton	114,749.47	117,554.55	-2.39								
South Shore	973.28	1,012.26	-3.85								
Spencer	2,433.38	2,242.10	8.53								
Springfield	24,340.63	22,729.40	7.09								
Stickney	12,008.05	10,139.86	18.42								
Stratford	2,694.00	2,683.37	0.40								
Sturgis	365,821.71	382,927.37	-4.47								
Summerset	88,650.43	85,625.49	3.53								
Summit	20,905.65	18,161.22	15.11								
Tabor	8,476.12	6,662.68	27.22								
Tea	305,573.11	263,591.26	15.93								
Timber Lake	26,241.86	19,160.11	36.96								
Toronto	12,654.63	10,652.06	18.80								
Trent	4,151.74	6,189.25	-32.92								
Tripp	11,257.42	8,909.14	26.36								

The dollar amounts in this report are a result of municipal tax due and municipal gross receipts tax due reported on the SD tax returns. These figures include amounts paid through Audits.

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 New Retail (on-off sale) Wine & Cider License for January 1, 2022, to December 31, 2022, from South Dakota Publishing, LLC d/b/a Muddy Mo's Coffee House (Katie Hunhoff, Owner), 233 Broadway Avenue, Yankton, S.D.

NOTICE IS FURTHER GIVEN that a Public Hearing upon the application will be held on Monday, August 8, 2022 at 7:00 p.m. in the City of Yankton Community Meeting Room at the Career Manufacturing Technical Education Academy, 1200 West 21st Street, Yankton, South Dakota, where any person or persons interested in the approval or rejection of the above application may appear and be heard.

Dated at Yankton, South Dakota,
This 25th day of July, 2022.



Al Viereck
FINANCE OFFICER

____ Voice vote

____ Voice vote

Memorandum #22-149

To: City Manager
From: Finance Officer
Date: July 20, 2022
Subject: Peddler's License

We have received the following application for a Peddler's License:

Southwestern Advantage
2451 Atrium Way
Nashville, TN 37214

Kristiana Loze is requesting a license to go house to house selling educational books and materials for the period of July 29 thru August 29, 2022.

A check with the State Sales Tax Office revealed that the business does have a State Sales Tax Number

A bond and license fee have been submitted along with the application form.

The applicant is in compliance with all police codes as checked by the Yankton Police Department.



Al Viereck
Finance Officer

____ Voice vote

Memorandum #22-142

To: City Manager
From: Finance Department
Date: July 14, 2022
Subject: Special Events Malt Beverage License – Backspace Brewing Co.

We have received an application for a Special Malt Beverage (on-sale) Retailers License for 2 days, September 17, and October 29, 2022 from Backspace Brewing Company LLC d/b/a Backspace Brewing Company (Chris Allington, Partner), Memorial Park, 2000 Douglas, Yankton, S.D.

The above applicant is in compliance with the City Code of Ordinances, as checked by the Department of Finance. The applicant is in compliance with all building and fire codes.



Al Viereck
Finance Officer

Memorandum #22-143

To: City Manager
From: Finance Department
Date: July 15, 2022
Subject: Transfer Retail (on-off sale) Malt Bev. – Phinney’s Casino

We have received an application for a transfer of ownership and location of a Retail (on-off-sale) Malt Beverage & SD Farm Wine for July 1, 2022, to June 30, 2023, from Annis Properties, Inc. d/b/a Patriot Express 02, 104 E 4th Street, Suite A (Kevin Annis, President), to Phinney’s Casino, LLC d/b/a Phinney’s Casino (Deb Palmer, President), 2101 Broadway, Yankton, S.D. (See attached Exhibit A).

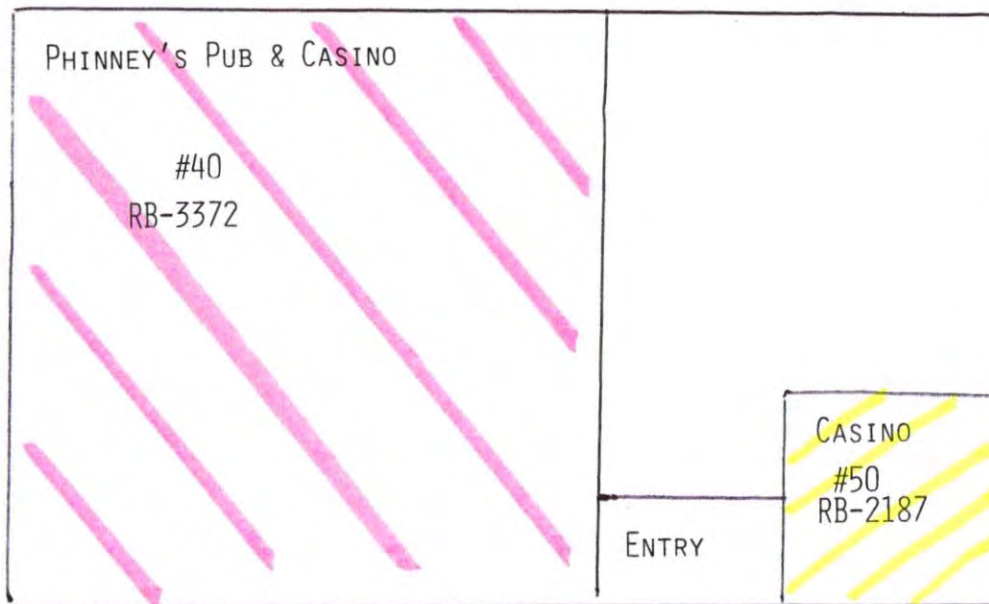
The above applicant is in compliance with the City Code of Ordinances, as checked by the Department of Finance. A police check on the applicant revealed no felony convictions or wants. The applicant is in compliance with all building and fire codes.



Al Viereck
Finance Officer

EXHIBIT A

2101 BROADWAY AVENUE



Leased area 50 as shown on Exhibit A.
Located in Lot 6, Block 1, Slaughters
Subdivision.

Memorandum #22-144

To: City Manager
From: Finance Officer
Date: July 14, 2022
Subject: Transfer Retail (on-sale) Liquor License-Shree, Suite 3

We have received an application for a transfer of ownership and location of a Retail (on-sale) Liquor License for January 1, 2022, to December 31, 2022, from YC Library, LLC (Garrett Horn, President), dba Capitol Street Pub, 401 Capitol Street, to Shree, LLC d/b/a Shree, Suite 3 (Dipan Patel, Manager), 821 Broadway, Suite 3, Yankton, S.D.

The above application is in compliance with the City Code of Ordinances, as checked by the Department of Finance. A Police check on the applicant revealed no felony convictions or wants. An inspection by the Building Inspector and Fire Marshal has been done and the premises are in compliance with building and fire codes.



Al Viereck
Finance Officer

Memorandum #22-145

To: Amy Leon, City Manager
From: Dave Mingo, AICP Community and Economic Development Director
Subject: Planning Commission Action #22-24 / Resolution #22-37
Date: July 14, 2022

PLAT REVIEW

ACTION NUMBER: 22-24

E.T.J. MEMBER ACTION REQUIRED: No

OWNER / APPLICANT: City of Yankton.

ADDRESS / LOCATION: West side of the 3100 and 3200 Blocks of Broadway Avenue.

PROPERTY DESCRIPTION: Lots 1 - 3 in Block 1 of Mead's Addition to the City of Yankton, South Dakota.

ZONING DISTRICT: B-2 Highway Business.

PREVIOUS ACTION: Adjacent lease to the Soccer Association

COMMENTS: If approved, the proposed plat provides the specific site identification details and right of way dedications necessary to create the lots in the new Mead's Addition. The city is the developer in this instance and is subject to all the standard infrastructure improvement requirements. The engineering design of the infrastructure is substantially complete which allows for the plat to specifically identify utility corridors and stormwater management areas in addition to the needed right of way. City staff has had good discussions with state officials about the creation of the necessary right-of way easements for 33rd Street on HSC property.

Staff recommends approval of the plat.

MEETING SCHEDULE:

July 11, 2022: Planning Commission reviews plat and makes recommendation to the City Commission.

July 25, 2022: City Commission reviews the plat and makes a final decision.

Planning Commission results: The Planning Commission recommended approval of the proposed plat.

_____ Roll call

RESOLUTION #22-37

WHEREAS, it appears from an examination of the plat of Lots 1 - 3 in Block 1 of Mead's Addition to the City of Yankton, South Dakota, prepared by Brett R. Kennedy, a registered land surveyor in the State of South Dakota, and

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

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

Adopted:

Stephanie Moser, Mayor

ATTEST:

Al Viereck, Finance Officer



City of Yankton

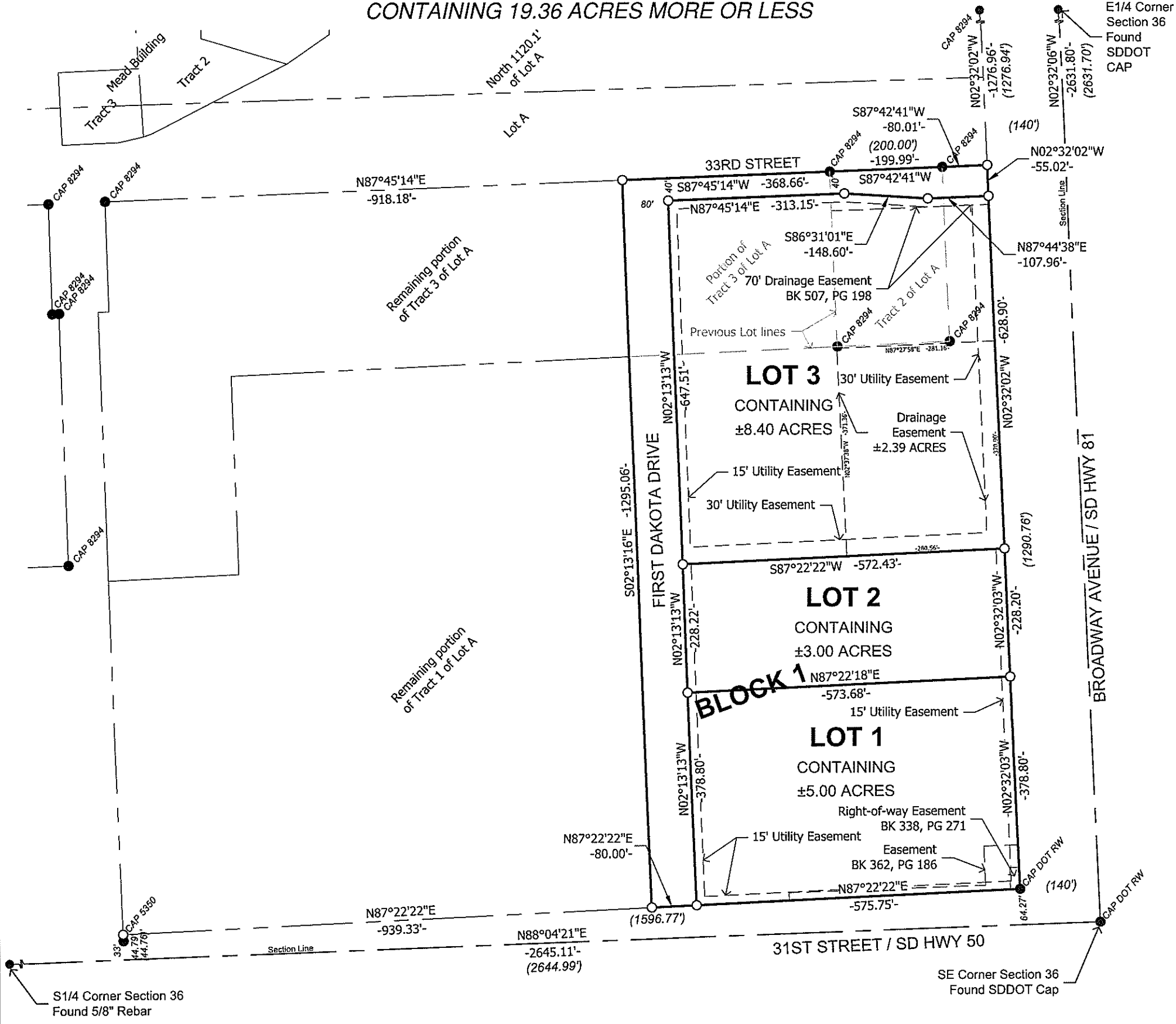
Plat Location Map

Lots 1-3 in Block 1 of Mead's Addition to the City of Yankton, South Dakota

PLAT OF LOTS 1 - 3 IN BLOCK 1 OF MEAD'S ADDITION TO THE CITY OF YANKTON, SOUTH DAKOTA

(A portion of Tracts 1 and 3 and all of Tract 2 of Lot A in the SE1/4 of Section 36, T94N, R56W of the 5th P.M. Yankton County, South Dakota recorded in Book S19 of Plats on Page 417, Book S19 of Plats on Page 416 and Book S20 of Plats on Page 90)

CONTAINING 19.36 ACRES MORE OR LESS



LEGEND:

- FOUND CORNER AS NOTED
- SET REBAR W/CAP LS 5350
- (1320.25') RECORD DISTANCE FROM PLAT OR DEED

DEDICATED RIGHT-OF-WAY AREA
 First Dakota Drive ± 2.30 Acres
 33rd Street ± 0.66 Acres

SURVEYOR'S NOTES

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

SURVEYOR'S CERTIFICATE

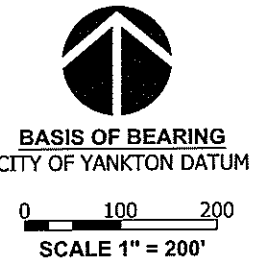
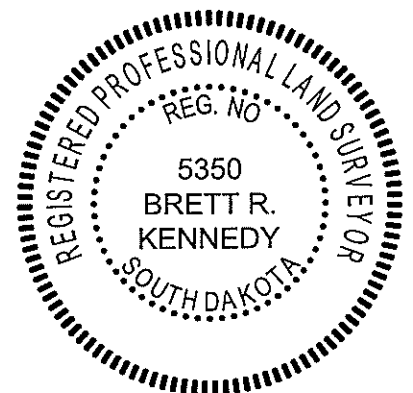
I, Brett R. Kennedy, a Registered Land Surveyor in the State of South Dakota, do hereby certify that at the request of the owner, and under their direction, did on or prior to June 13, 2022, I have surveyed Tracts 1, 2 and 3 of Lot A in the SE1/4 of Section 36, T94N, R56W of the 5th P.M. Yankton County, South Dakota recorded in Book S19 of Plats on Page 417, Book S19 of Plats on Page 416 and Book S20 of Plats on Page 90, with area and dimensions as shown on the plat.:

A portion shall hereafter be known and described as **LOTS 1 - 3 IN BLOCK 1 OF MEAD'S ADDITION TO THE CITY OF YANKTON, SOUTH DAKOTA.**

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

I have executed this document this 22nd day of June, 2022.

Brett R. Kennedy
 Brett R. Kennedy, L.S.5350

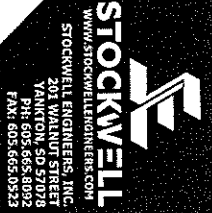


PLAT

Sheet 1 of 2

Time Stamp: 6/27/2022 2:07 PM

Mead's Addition
 Lots 1 - 3 in Block 1
 Yankton, South Dakota
 SEI PROJECT #: 22046



Memorandum #22-147

To: Amy Leon, City Manager
 From: Dave Mingo, AICP Community Development Director
 Subject: Offer to Purchase 11.48 Acres of Airport Addition.
 Date: July 19, 2022

Attached is an offer to purchase approximately 11.48 acres of city-owned property in Airport Addition, north of Menards. The third party making the offer is Dave Hertz, owner of Midwest Redi Mix and Midwest Rentals that recently purchased Yankton's Clark's Rentals. Mr. Hertz is offering \$350,000 for Lot 8 as depicted on the attached plat. He is also requesting a right of first refusal on Lot 6 for \$115,000 and Lot 7 for \$150,000, and the interim lease of Lots 6 and 7 to display products. He is not requesting any incentives or rebates other than a reduced lease rate for Lots 6 and 7 during the right of first refusal time period. The offer price represents our estimate of market rate for developable portion of Lot 8 (the lot also contains over three acres of stormwater management area).

The details of the proposal include:

- An offer to purchase Lot 8 for \$350,000. Lot 8 includes 8.22 acres of buildable area and 3.26 acres of stormwater management area. The attached Purchase Agreement is between the City of Yankton and Yankton Thrive. There would be an almost identical document between Yankton Thrive and Midwest Rentals.
- A Right of First Refusal for Lots 6 and 7 (details included in the Purchase Agreement).
- Lease agreements for Lots 6 and 7 (attached).
- Covenants establishing development expectations at the site (attached).
- Renderings depicting the type of construction and site layout Mr. Hertz is planning for the property (attached).

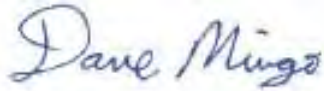
The city is in the roll of subdivider / developer of the site and will have responsibilities for overall grading and construction of the storm water management on the site. It is recommended that some of the proceeds from the sale be utilized for that purpose and the remainder be used to pay down the debt from the HSC land purchase.

If approved, Mr. Hertz plans to construct the new location of an expanded Clark's Rentals. The site is also large enough to include some leasable space for other contractors with compatible business models. The site is zoned I-1 industrial so the proposal fits with the planned land use transition from commercial areas to the south to more industrial areas (like Wilson Trailer) to the north.

_____ Roll Call (requires super majority for approval)

SDCL provides for the transfer of land for the purposes of economic development from a city to a local development corporation. Yankton Thrive has assisted us with these types of transfers in the past. The agreement includes the standard claw-back provisions if development does not occur. City ordinance requires a vote of two-thirds of the City Commission to approve a land sale of this nature.

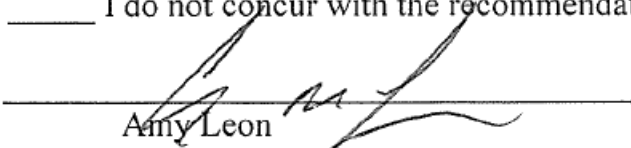
Respectfully submitted,



Dave Mingo, AICP
Community Development Director

Recommendation: It is recommended that the City Commission approve Resolution #22-38 agreeing to the transfer of the described property and authorizing the City Manager to execute all associated documents including those described above.

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



Amy Leon
City Manager

_____ Roll Call (requires super majority for approval)

RESOLUTION #22-38

WHEREAS, the City of Yankton owns an approximate 11.48 acre parcel known as Lot 8 in the Airport Addition to the City of Yankton, and

WHEREAS, Dave Hertz representing Midwest Rentals, LLC has offered \$350,000 to purchase the site for the future location of Clark’s Rentals, and

WHEREAS, Mr. Hertz plans to expand the business over time and, as described in the purchase agreement, also desires a right of first refusal and interim lease on the adjacent Lots 6 and 7 of the Airport Addition

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

NOW, THEREFORE BE IT RESOLVED by the Board of City Commissioners of the City of Yankton, South Dakota, that they hereby agree to transfer Lot 8, Airport Addition to the City of Yankton, South Dakota, subject to all provisions of the associated “Real Estate Purchase Agreement” to Yankton Thrive for the purpose of sale to Dave Hertz, Midwest Rentals, LLC, and

BE IT FURTHER RESOLVED that the Board of City Commissioners agree to offer a right of first refusal and lease for the adjacent Lots 6 and 7 per the provisions of the purchase agreement and lease documents, and

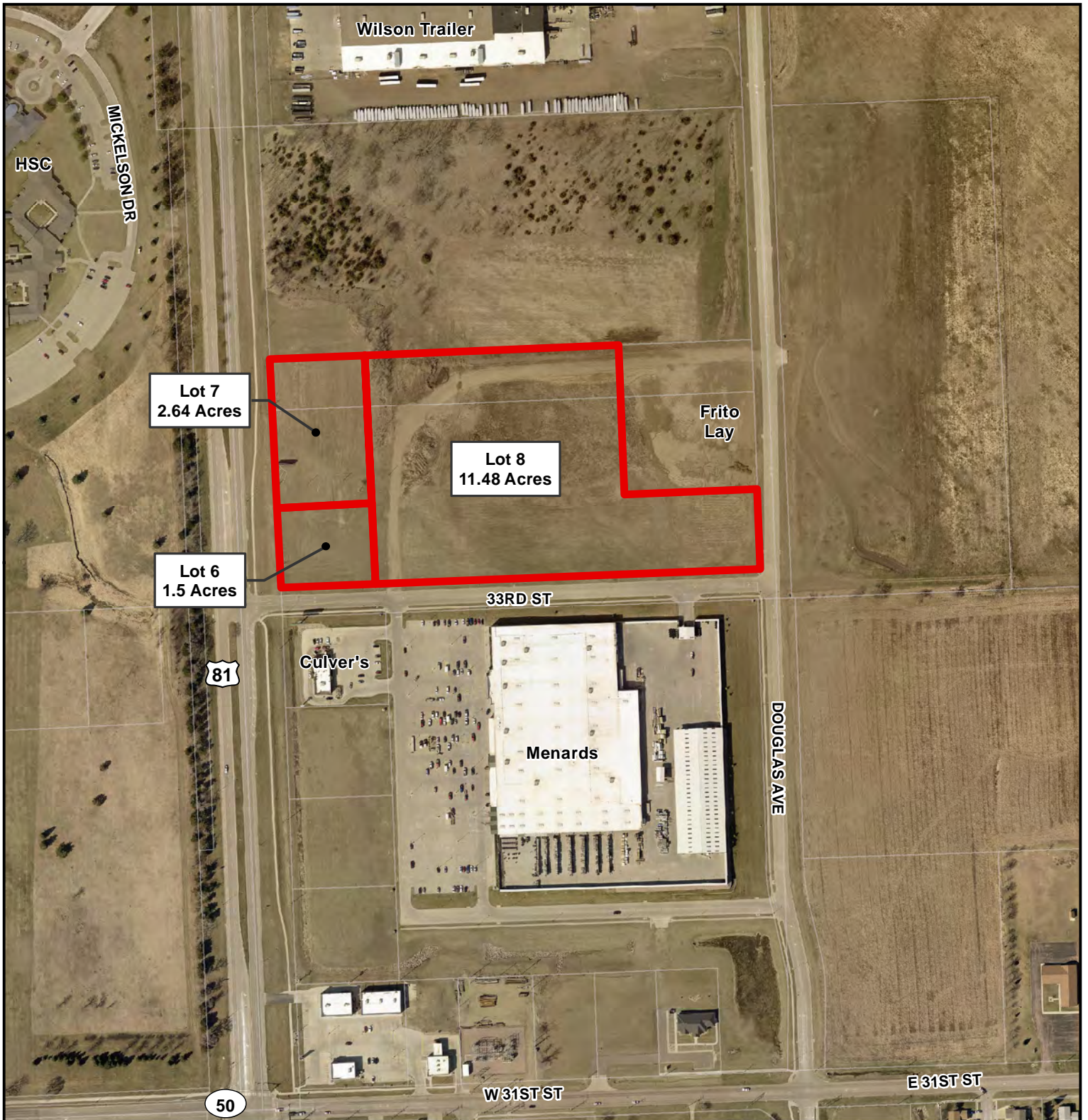
BE IT FURTHER RESOLVED that the City Manager is authorized to execute all documents associated with the above described actions as defined in the purchase agreement.

Adopted:

Stephanie Moser, Mayor

ATTEST:

Al Viereck, Finance Officer



City of Yankton

City Owned Airport Addition Lots

REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT, made and entered into as of _____, 2022 by and between the City of Yankton, a South Dakota municipal corporation (“Seller”), and Yankton Thrive, Inc., a South Dakota nonprofit development corporation (“Buyer”).

WITNESSETH:

WHEREAS, Seller is currently the owner of approximately 11.4 acres of real property identified as Lot 8 on the Plat attached hereto as Exhibit A.

WHEREAS, Seller desires to sell and transfer the Property to Buyer, and Buyer desires to purchase the Property from Seller so that the Property may be used for development purposes.

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

1. ***Conveyance***. Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase from Seller, the Property, in fee simple, free and clear of all encumbrances except easements, covenants, and restrictions of record as of the date hereof, by good and sufficient warranty deed. Specifically, Buyer acknowledges that the Property is subject to the Covenants attached hereto as Exhibit B, which shall be filed with the Yankton County Register of Deeds prior to closing, as well any other covenants of record. Buyer also acknowledges the forty foot (40’) easement for ingress and egress and Utility Easement depicted on the plat attached hereto as Exhibit A.

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

3. ***Purchase Price***. In consideration of the conveyance of the Property by Seller, Buyer agrees to pay to the Seller Three Hundred Fifty Thousand Dollars (\$350,000.00). The purchase price shall be paid at closing.

4. ***Real Estate Taxes***. Due to the City's exempt status, no real property taxes must be paid or prorated through the date of closing. All real property taxes assessed for 2022 (payable in 2023) on and after the date of closing shall be paid by Buyer or its successors in interest as the same become due.

5. ***As-Is.*** Buyer acknowledges that the Property is currently an unimproved vacant lot. Buyer has had an opportunity to inspect the Property and agrees to purchase the Property in its “as-is” condition, with no representations or warranties as to the condition of the Property from Seller, except that the City shall complete the preliminary site grading and creation of the storm water management system prior to closing. Buyer’s third-party purchaser shall be responsible for all expenses related to finishing grading the Property, and for all other site development costs, including all costs necessary to bring utility services to the Property, if any.

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

(a) ***Closing.*** Closing shall occur as soon as possible and ideally prior to or on December 31, 2022. However, if the closing agent cannot close this transaction on or before December 31, 2022, then the parties may extend the closing only if they both agree to do so in writing.

(b) ***Sale to Third Party.*** Buyer has represented that it intends to resell to a developer to develop the Property in accordance with paragraph 10 below. This Agreement shall be contingent upon the Buyer entering into a Purchase Agreement with a third-party purchaser for the Property and the successful closing of such Agreement contemporaneously with this Agreement. Failure of this condition shall result in the termination of this Agreement.

(c) ***Title Insurance.*** Prior to closing, Seller shall deliver to Buyer evidence of title in the form of a current commitment for an Owner’s Policy of Title Insurance (the “Title Commitment”) setting forth the state of title to the Real Property, the cost of which will be divided equally between Buyer and Seller. Buyer shall give Seller written notice of Buyer’s receipt of the Title Commitment of any objections to the condition of the title as reflected by the Title Commitment. If Seller fails to resolve all objections within 14 days following Seller’s receipt of the objection, Buyer shall have the option to terminate this agreement.

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

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

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

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

10. **Development Plan, Construction, and Use.** Buyer has represented that it intends to resell the Property to a Third Party Purchaser to develop the Property. Buyer acknowledges that this Agreement is, in part, based upon the Third Party Purchaser's intended development plans for the Property. Buyer's Third Party Purchaser intends to develop the Property in phases, with Phase 1 being in the southern portion of the Property as viewed from 33rd Street. The development shall be completed in accordance with the zoning ordinance. The Third Party Purchaser has provided illustrations of the proposed Phase 1 development, and the Phase 1 development shall be constructed in such a manner that it represents what is depicted in the illustrations. The site layout, exterior design, aesthetics, and character of construction shall be subject to approval by Yankton's City Manager in her or his sole discretion as a condition of closing. Each structural addition in each phase of construction shall retain the same style of exterior design, aesthetics, and character of construction to the development in Phase 1, each of which shall require review and approval by the Yankton City Manager in her or his sole discretion as a condition of obtaining a building permit and commencement of construction.

Additionally, Buyer's Third Party Purchaser shall be required to build a hard surface (concrete or asphalt) access drive located in the easement for ingress and

egress noted along the Western Boundary of the Property, on the plat attached hereto as Exhibit A to the extent necessary to access the North half of the Property. Such drive shall be built in accordance with applicable ordinance. The City agrees that at the time Lot 7 and Lot 6 are sold (unless either lot is sold to the Third Party Purchaser), the Third Party Purchaser shall be paid one half (1/2) of the *pro rata* costs of the hard surface area based on running footage adjacent to the lot sold. If either Lot 7 or Lot 6 are sold to the Third Party Purchaser, no cost recovery will be paid for that lot, and no payment shall be made until proof of costs and payment by the Third Party Purchaser are provided to the City. All contracts for construction of the access drive are subject to prior approval by the City Manager or designee.

The third-party purchaser shall have the right to display a “Coming Soon” sign on the site upon approval and execution of this agreement by all parties and prior to the closing date. Said sign shall conform to all applicable ordinances. The sign shall be placed in a manner and location that does not interfere with the city’s site grading responsibilities prior to closing.

11. *Development Timeline and Option to Repurchase.* Construction of the Phase 1 improvements shall begin within one (1) year of the closing date and shall be substantially completed within thirty (30) months thereafter. If conditions outside of the Third Party Purchaser’s reasonable control prevent the Third-Party Purchaser from meeting the construction deadlines for Phase 1 of development, including, but not limited to circumstances caused by a pandemic, war, or acts of God, the third-party purchaser may request an extension, which shall not be unreasonably denied by the City of Yankton. Unless the construction deadline is extended, if Buyer’s Third Party Purchaser fails to commence or substantially complete construction of the Phase 1 improvements as set forth herein, the City of Yankton shall have the option to repurchase the Property. These conditions shall be binding upon the Third Party Purchaser’s successors and assigns.

The purchase price shall be equal to \$350,000.00, adjusted *pro rata* for the developable portion (not the drainage easement) reacquired by the City of Yankton, plus only those expenses incurred by the third-party purchaser to improve or install underground services, utilities, or other site preparation infrastructure within the Property being repurchased, if any. If the option is exercised, all improvements and landscaping upon the Property shall become the property of the City of Yankton. To allow for enforcement of these rights, the Warranty Deed issued to Buyer shall include an irrevocable option containing the foregoing terms exercisable by the City of Yankton, which shall be recorded with the Register of Deeds as a property right granted to the City, which shall run with the land.

12. Right of First Refusal to Purchase Lot 6 on the attached Exhibit A.

The City agrees to provide a Right of First Refusal for the Third Party Purchaser to purchase Lot 6 identified on Exhibit A for One Hundred Fifteen Thousand Dollars (\$115,000.00). Said right shall commence at closing, and shall expire on the date Lot 6 is sold to a third party in accordance with this provision, or December 31, 2027, whichever occurs sooner (“the ROFR Period”). The parties agree that if the City receives a *bona fide* offer from a potential purchaser for the purchase of all or any part of Lot 6 during the ROFR Period, which the City is willing to accept, the City will give the Third Party Purchaser written notice thereof, and will send the Third Party Purchaser a copy of the proposed contract of sale to such third party. The Third Party Purchaser shall have the right for thirty (30) days after the receipt of such notice to enter into a contract for the sale of Lot 6 for \$115,000.00 on the same terms as contained in the proposed contract of sale to the third party, which right of the Third Party Purchaser shall be paramount to the rights of the potential purchaser. If the Third Party Purchaser fails to exercise any such preemptive right within the time herein specified, the City shall be at liberty to enter into a contract for the sale of Lot 6 with the potential purchaser at the same price and on the same terms as contained in the proposed contract of sale sent to Third Party Purchaser. In order to allow for enforcement of these rights, a right of first refusal shall be executed by the City and recorded against Lot 6 as a property right of the Third Party Purchaser.

During the ROFR Period, the Third Party Purchaser shall have the right to lease Lot 6 to display equipment for rent or sale pursuant to the terms of the lease agreement attached hereto as Exhibit C.

13. Right of First Refusal to Purchase Lot 7 on the attached Exhibit A.

The City agrees to provide a Right of First Refusal for the Third Party Purchaser to purchase Lot 7 identified on Exhibit A for One Hundred Fifty Thousand Dollars (\$150,000.00). Said right shall commence at closing, and shall expire on the date Lot 7 is sold to a third party in accordance with this provision, or December 31, 2027, whichever occurs sooner (“the ROFR Period”). The parties agree that if the City receives a *bona fide* offer from a potential purchaser for the purchase of all or any part of Lot 7 during the ROFR Period, which the City is willing to accept, the City will give the Third Party Purchaser written notice thereof, and will send the Third Party Purchaser a copy of the proposed contract of sale to such third party. The Third Party Purchaser shall have the right for thirty (30) days after the receipt of such notice to enter into a contract for the sale of Lot 7 for \$150,000.00 on the same terms as contained in the proposed contract of sale to the third party, which right of the Third Party Purchaser shall be paramount to the rights of the potential purchaser. If the Third Party Purchaser fails to exercise any such preemptive right within the time herein specified, the City shall be at liberty to enter into a contract for the sale of Lot

6 with the potential purchaser at the same price and on the same terms as contained in the proposed contract of sale sent to Third Party Purchaser. In order to allow for enforcement of these rights, a right of first refusal shall be executed by the City and recorded against Lot 7 as a property right of the Third Party Purchaser.

During the ROFR Period, the Third Party Purchaser shall have the right to lease Lot 7 to display equipment for rent or sale pursuant to the terms of the lease agreement attached hereto as Exhibit D.

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

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

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

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

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

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

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

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

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

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

BUYER

SELLER

Yankton Thrive, Inc.

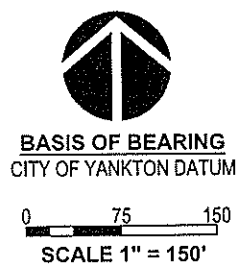
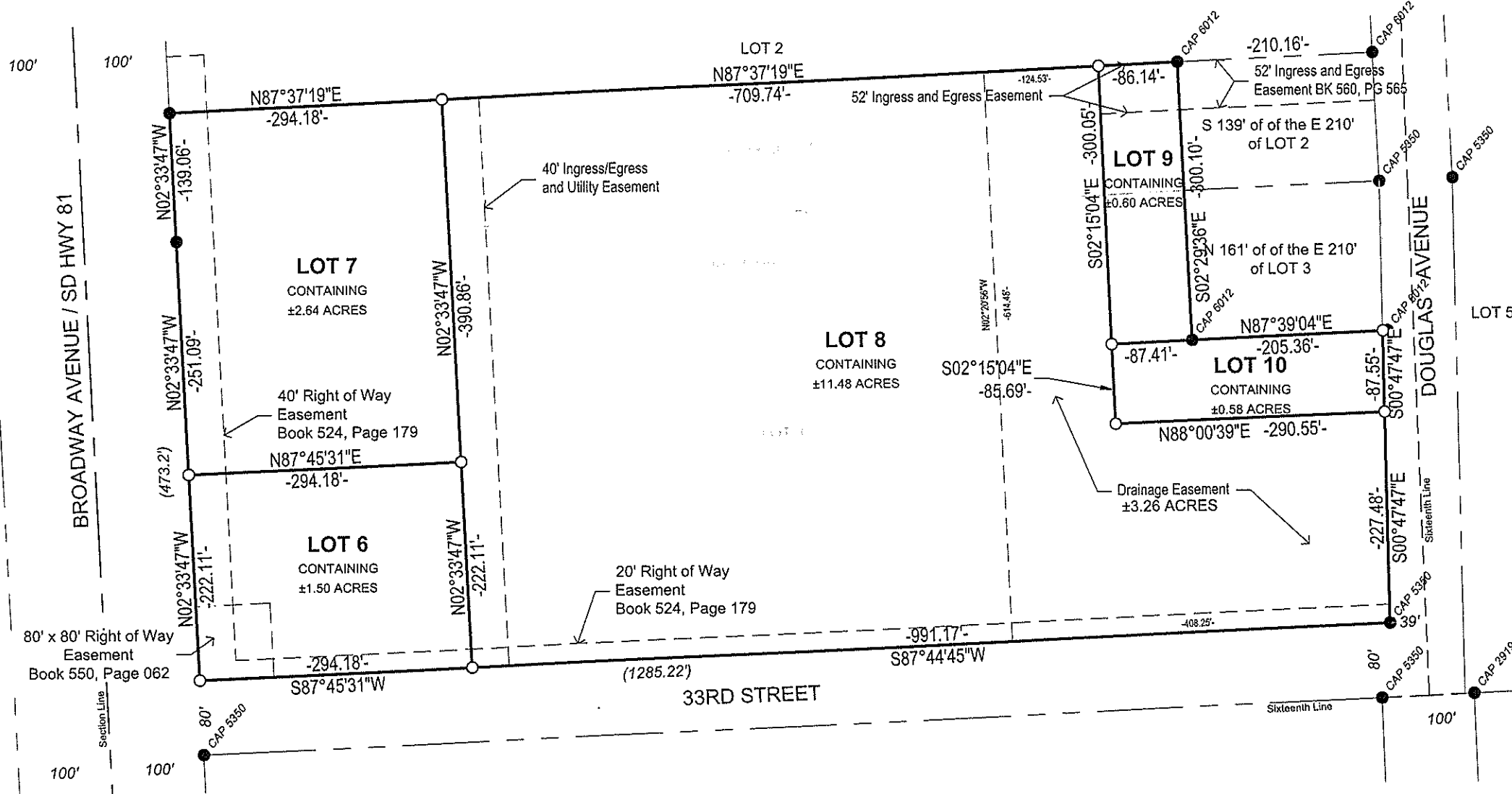
City of Yankton

By: Brian Steward
Its: Finance Director

By: Amy Leon
Its: City Manager

PLAT OF
LOTS 6 - 10, AIRPORT ADDITION TO THE CITY OF YANKTON, SOUTH DAKOTA
 (A portion of Lots 2 and 3 of Airport Addition to the City of Yankton, Yankton County, South Dakota recorded in Book S6 of Plats on Page 30B)
 CONTAINING 16.80 ACRES MORE OR LESS

Exhibit A



- LEGEND:**
- FOUND CORNER AS NOTED
 - SET REBAR W/CAP LS 5350
 - (1320.25') RECORD DISTANCE FROM PLAT OR DEED

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

SURVEYOR'S CERTIFICATE

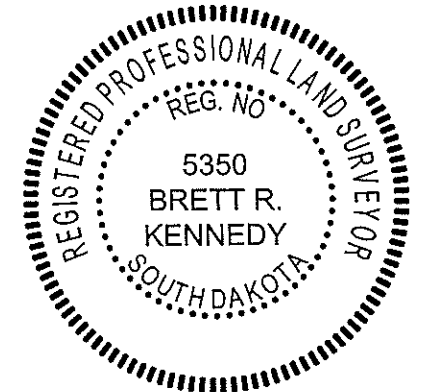
I, Brett R. Kennedy, a Registered Land Surveyor in the State of South Dakota, do hereby certify that at the request of the owner, and under their direction, did on or prior to July 11, 2022, I have surveyed Lots 2 and 3 of Airport Addition to the City of Yankton, Yankton County, South Dakota recorded in Book S6 of Plats on Page 30B, with area and dimensions as shown on the plat.:

A portion shall hereafter be known and described as **LOTS 6 - 10 IN AIRPORT ADDITION TO THE CITY OF YANKTON, SOUTH DAKOTA.**

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

I have executed this document this 11th day of July, 2022.

Brett R. Kennedy
 Brett R. Kennedy, L.S.5350



Airport Addition
 Yankton, South Dakota
 SET PROJECT #: 21531

Revisions:

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

Exhibit B

DECLARATION OF COVENANTS

This Declaration of Covenants is made as of the ____ of _____, 2022,
by the **CITY OF YANKTON**, a South Dakota municipal corporation (“City”).

RECITALS

WHEREAS, the City is the owner of Lots 6, 7, 8, 9 and 10, Airport Addition to the City of Yankton as set forth on the attached Exhibit A.

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.** The Real Property shall be developed in accordance with the applicable zoning requirements.
2. **Uses Specifically Not Allowed on the Site.** The following uses are prohibited on the Property subject to these covenants:
 - Type A Dance Licenses.
 - Gas Stations/Convenience Stores.
 - Truck Stops.

- Residential Uses
 - Non-taxable entities including but not limited to churches, governmental agencies and some schools.
3. **Site Improvements.** Prior to the issuance of any building permit and commencement of construction, all plans for improvements on the Real Property, shall be subject to the approval by the Yankton City Manager (in the exercise of his or her absolute discretion), including, but not limited to, the site layout, exterior design, aesthetics, character of construction and landscaping. All improvements upon the Property shall be in accordance with the plan approved by the City Manager.
 4. **Successors.** The covenants contained herein, shall run with the land and shall bind and inure to the benefit of the parties hereto and their respective heirs, successor, and assigns.
 5. **Effective Date & Duration.** This instrument shall become effective on the date of the full execution by the City.
 6. **Headings.** The headings of the paragraphs contained herein are intended for reference purposes only and shall not be used to interpret the agreements contained herein or the rights granted hereby.
 7. **Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.
 8. **Enforcement.** .Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction.
 9. **Waiver.** Failure by the City to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
 10. **Law Governing.** This agreement shall be governed by and construed in accordance with the laws of the State of South Dakota, without regard to conflicts of law principles.

11. **Covenants.** Any Owner of Real Property subject to these covenants may record additional covenants that do not conflict with any found herein.
12. **Authority.** Any questions regarding the application of these restrictions shall be resolved by the City Manager of the City of Yankton with the right of any party to appeal the decision to the Board of City Commissioners of the City of Yankton, South Dakota.

OWNERS CERTIFICATE AND DEDICATION

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

IN WITNESS WHEREOF, the City hereto has executed this instrument on the ____ day of _____, 2022.

CITY OF YANKTON, SOUTH DAKOTA
A Municipal Corporation

By: Stephanie Moser, Mayor

ATTEST:

Al Viereck, Finance Officer

ACKNOWLEDGEMENT

STATE OF SOUTH DAKOTA)
)
COUNTY OF YANKTON)

On this the ___ day of _____, 2022, before me, the undersigned notary public in and for said County and State, personally appeared Stephanie Moser, Mayor of the City of Yankton, to me personally known, who, being by me duly sworn, signed, sealed and delivered said instrument on behalf of the City.

WITNESS my hand and notarial seal subscribed and affixed in said County and State, the day and year this certificate above written.

Notary Public
My Commission Expires: _____

LEASE FOR LOT 6

This Lease Agreement is made effective as of _____, 20____, by and between **Clarks Rentals, LLC**, ("Tenant") and the **City of Yankton** ("Landlord"). The agreement of the parties is as follows:

1. **Real Property subject to Lease.** Landlord shall lease the Real Property identified as Lot 6 in Exhibit A ("the Property") to Tenant.

2. **Lease Term.** This Lease shall begin on the above date and shall be for a period of one year. This lease shall automatically renew for additional terms of one year, unless terminated by either party. This Agreement may be terminated by either party at any time upon 30 days prior written notice. Upon termination of this Agreement, the Tenant shall be obligated to return the Property to Landlord in the condition it was in at the commencement of the Lease, ordinary wear and tear excepted.

3. **Payment.** The Tenant shall make an annual lease payment in the total amount of \$250, on the first day of each lease term. Partial year lease payments shall be pro-rated to the date of termination.

4. **Use and Maintenance of the Real Property.** Tenant shall be permitted to utilize the Property to display equipment for rent or sale, and for no other purpose. Tenant shall be responsible for all mowing and maintenance of the Property. Tenant agrees that it shall maintain the Property in a clean and sanitary manner and shall not commit waste on the Property. Tenant shall utilize the property in conformity with all federal, state or local laws and regulations.

5. **Alterations.** It is agreed that Tenant will not make or permit to be made any alterations, additions, improvements, or changes to the leased premises without first obtaining the written consent of Landlord.

6. **Insurance.** Tenant shall, at the Tenant's cost and expense, maintain a reasonable amount of comprehensive general liability insurance insuring against liability arising out of this lease or the use, occupancy, or maintenance of the property and all areas appurtenant to the leased property. The coverage shall be primary and non-contributing with any insurance carried by Landlord.

7. **Indemnification of Landlord.** Tenant shall defend and indemnify Landlord, Landlord's agents, and employees against any liability or damages, civil or criminal restitution, fines or penalties, incurred by Landlord as a result of claims, demands, costs or judgments against Landlord arising out of Tenant's failure to

perform any covenant required under this lease agreement, any accident that may occur on the property, or Tenant's failure to comply with any federal, state or local ordinance or regulation during the lease term. Landlord's right to indemnity under this lease agreement shall arise even though joint or concurrent liability may be imposed on Landlord by statute, ordinance, regulation or other law.

8. **Subleasing.** The Tenant shall not be permitted to sublease the Property.

9 **Entire Agreement.** This Lease Agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this lease agreement shall not be binding upon either party except to the extent incorporated in this agreement.

10. **Written Modification Required.** Any modification of this lease agreement or additional obligations assumed by either party in connection with this agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

11. **Waiver.** Landlord's failure to enforce any provisions of this Agreement shall not be considered a waiver.

12. **Applicable Law.** This agreement shall be construed according to the laws of the State of South Dakota, and shall be enforced in a court of competent jurisdiction in Yankton County, South Dakota.

LANDLORD

TENANT

City of Yankton

Clarks Rentals, LLC

By: Amy Leon
Its: City Manager

By: David Hertz
Its: Authorized Member

LEASE FOR LOT 7

This Lease Agreement is made effective as of _____, 20____, by and between **Clarks Rentals, LLC**, ("Tenant") and the **City of Yankton** ("Landlord"). The agreement of the parties is as follows:

1. **Real Property subject to Lease.** Landlord shall lease the Real Property identified as Lot 7 in Exhibit A ("the Property") to Tenant.

2. **Lease Term.** This Lease shall begin on the above date and shall be for a period of one year. This lease shall automatically renew for additional terms of one year, unless terminated by either party. This Agreement may be terminated by either party at any time upon 30 days prior written notice. Upon termination of this Agreement, the Tenant shall be obligated to return the Property to Landlord in the condition it was in at the commencement of the Lease, ordinary wear and tear excepted.

3. **Payment.** The Tenant shall make an annual lease payment in the total amount of \$250, on the first day of each lease term. Partial year lease payments shall be pro-rated to the date of termination.

4. **Use and Maintenance of the Real Property.** Tenant shall be permitted to utilize the Property to display equipment for rent or sale, and for no other purpose. Tenant shall be responsible for all mowing and maintenance of the Property. Tenant agrees that it shall maintain the Property in a clean and sanitary manner and shall not commit waste on the Property. Tenant shall utilize the property in conformity with all federal, state or local laws and regulations.

5. **Alterations.** It is agreed that Tenant will not make or permit to be made any alterations, additions, improvements, or changes to the leased premises without first obtaining the written consent of Landlord.

6. **Insurance.** Tenant shall, at the Tenant's cost and expense, maintain a reasonable amount of comprehensive general liability insurance insuring against liability arising out of this lease or the use, occupancy, or maintenance of the property and all areas appurtenant to the leased property. The coverage shall be primary and non-contributing with any insurance carried by Landlord.

7. **Indemnification of Landlord.** Tenant shall defend and indemnify Landlord, Landlord's agents, and employees against any liability or damages, civil or criminal restitution, fines or penalties, incurred by Landlord as a result of claims, demands, costs or judgments against Landlord arising out of Tenant's failure to

perform any covenant required under this lease agreement, any accident that may occur on the property, or Tenant's failure to comply with any federal, state or local ordinance or regulation during the lease term. Landlord's right to indemnity under this lease agreement shall arise even though joint or concurrent liability may be imposed on Landlord by statute, ordinance, regulation or other law.

8. **Subleasing.** The Tenant shall not be permitted to sublease the Property.

9 **Entire Agreement.** This Lease Agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this lease agreement shall not be binding upon either party except to the extent incorporated in this agreement.

10. **Written Modification Required.** Any modification of this lease agreement or additional obligations assumed by either party in connection with this agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

11. **Waiver.** Landlord's failure to enforce any provisions of this Agreement shall not be considered a waiver.

12. **Applicable Law.** This agreement shall be construed according to the laws of the State of South Dakota, and shall be enforced in a court of competent jurisdiction in Yankton County, South Dakota.

LANDLORD

TENANT

City of Yankton

Clarks Rentals, LLC

By: Amy Leon
Its: City Manager

By: David Hertz
Its: Authorized Member

Memorandum #22-148

To: Amy Leon, City Manager
From: Todd R. Larson, Director of Parks, Recreation, & Events
Subject: Change Order for Fox Run Golf Course Irrigation Pump Station Project
Date: July 20, 2022

At the January 24, 2022 City Commission Meeting, the bid for the Fox Run Golf Course Irrigation Pump Station Project was awarded to the low bid of \$183,588.01 which was by GreatLIFE Fitness and Golf.

There were discussions between GreatLIFE and City Staff at the time of the bidding process in regards to the pump station building. The bid process plan was to have the roof of the building removed, remove the old pump station equipment and electrical, install the new pump station and new electrical, and then place the roof of the building back on. GreatLIFE and City Staff did have some concerns if the building was in decent enough condition to allow for this but decided to wait with a final judgment on the building until the summer as work on the project was planned for the fall. Therefore, the costs for demolition and building of a new pump station building were not included in the bid.

GreatLIFE has had a contractor on site to evaluate the building and then also asked City Staff to evaluate the building. All who have examined the building determined that it is not in decent condition so it would not allow for roof removal along with electrical removal and then still be utilized for the new electrical installs along with placing the roof back on.

Welfl Construction has given GreatLIFE a quote to demolish the building, remove the old pump station, install the new pump station, and then install new electrical. This quote is in the amount of \$67,200 (attachment). If the Commission approves the change order for the new building, it does cause a deduct from the original bid put in by GreatLIFE. The deduct is in regards to the electrical work that was to be done in the building by a GreatLIFE contractor but now being done by Welfl. GreatLIFE has stated the deduct from the original bid will be \$22,720.94. This new building quote will amount to a \$44,479.06 increase in the project so the building can be demolished and a new one built around the newly installed pump station.

Recommendation: Staff recommends approving the GreatLIFE Change Order No. 1 to Fox Run Golf Course Irrigation Pump Station contract in the amount of \$44,479.06 for demolition and construction of a new pump station building.

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



800 West 23rd, PO Box 60 • Yankton, SD 57078-0060
Phone: 605-665-3258 • Fax:605-665-9384



July 5, 2022

Fox Run Golf Course
600 West 27th Street
Yankton, SD 57078
Attn: Brent Venenga

Re: Irrigation Building
Yankton, SD

Dear Brent,

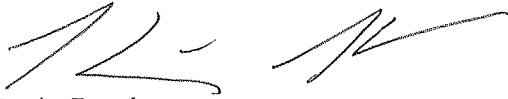
I am pleased to give you a quote for the above referenced project. I have based this proposal on our conversations and my site visit. Below is my understanding of the work:

- Remove the existing pump building to gain access to the pump skid. The existing foundation/floor will be salvaged.
- Construct new pump building on existing foundation consisting of the following:
 - Treated 2X6 studs with ½” treated plywood wall sheathing.
 - Painted LP Smart Side lap siding on exterior plywood.
 - Pre-engineered gabled wood trusses with 5/8” treated plywood decking. Soffits will be 16” wide.
 - Asphalt shingle roof.
 - Aluminum fascia, soffit, gutters, & downspouts.
 - Install (1) 22” wide X 48” long skylight for pump removal and access.
 - Install (1) 3’X7’ hollow metal door and frame with associated hardware.
 - Install (1) 2,125 cfm roof mounted powered roof ventilator with wall intake louver and motorized dampers.
 - Remove all existing wiring associated with the existing pumps.
 - Install new disconnects on the exterior of the building.
 - Install new conduit and wire to feed new pumps and pump control panel.
 - Install new lighting and convince receptacles.

We will perform the above work for the sum of Sixty-Seven Thousand Two Hundred Dollars \$67,200.

I want to thank you for the opportunity to give you a quote on this project and feel free to give me a call with any questions.

Sincerely,

A handwritten signature in black ink, appearing to be 'KB', written in a cursive style.

Kevin Bender