



2023_05_22

**CITY COMMISSION
MEETING**



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

YANKTON BOARD OF CITY COMMISSIONERS

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

Monday, May 22, 2023

City of Yankton Community Meeting Room

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

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

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

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

I. ROUTINE BUSINESS

1. Roll Call

2. Approve Minutes of Regular Meeting of May 8, 2023

Attachment I-2

3. City Manager’s Report

Attachment I-3

4. Public Appearances

- Lauren Hanson – United Way of Greater Yankton
- Pauline Akland – Distracted Driving

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

II. CONSENT ITEMS

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

1. Establishing public hearing for sale of alcoholic beverages

Establish June 12, 2023 as the date for the public hearing on the request for a Special Events Malt Beverage (on-sale) Retailers License and a Special (on-sale) Wine Retailers License for 1 day, July 21st, 2023, from The Center (Kriss Thury, Executive Director), 900 Whiting Drive, Yankton, South Dakota.

Attachment II-1

2. Transient Merchant License

Consideration of Memorandum #23-90 recommending approval of the application from Martha's Crafts to sell yard art & metal décor at JoDean's from August 4, 2023 thru September 4, 2023.

Attachment II-2

3. Transient Merchant and Special Events Dance Licenses

Consideration of Memorandum #23-91 recommending approval of the application from Rock 'N' Rumble for:

- A) Transient Merchant License for July 22, 2023
- B) Special Events Dance for July 22, 2023

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 #23-93 regarding the request for a Special Events (on-sale) Liquor License for July 22, 2023 from Rock 'N' Rumble, Inc. (Michael Carda, President), dba Rock 'N' Rumble, 3rd St. from Douglas to ½ block East on Capitol, plus intersecting Capitol Street, ¼ Block North to ½ Block South, Yankton, S.D.

Attachment III-1

2. Planning Commission Recommendation

Second Reading and Public Hearing, consideration of Memorandum #23-84, regarding Resolution #23-18 the vacation of the west 7 feet of Dakota Street right-of-way lying north of 12th Street and adjacent to Lot 1 in Block 1 of Dakota West Addition to the City of Yankton, Yankton County, South Dakota. Address, 1201 Dakota Street. Steve and Lori Drotzmann, owners. This is a quasi-judicial action.

Attachment III-2

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

Consideration of Memorandum #23-85 regarding Resolution #23-19, a plat of Tracts 2, 3, & 4 of Law Addition in the N1/2 of the SE1/4 of Section 2, T93N, R56W of the 5th P.M., City and County of Yankton, South Dakota. Location is one quarter mile west of West City Limits Road, north of the future 25th Street. Bob Law, Inc., owner.

Attachment IV-1

2. Planning Commission Recommendation

Consideration of Memorandum #23-86 regarding Resolution #23-20, a plat of Lots 16, 17 and 18 of Whiting's Subdivision to the City of Yankton, South Dakota. Location is the South side of the 1500 and 1600 Blocks of Whiting Drive. Manitou Equipment America, LLC owner.

Attachment IV-2

3. Bid Award for Cold Applied Plastic Pavement Marking Installation Project

Consideration of Memorandum #23-87 recommending the City Commission award the Cold Applied Plastic Pavement Marking Installation contract to Dakota Traffic Services, LLC in the amount of \$56,928.50.

Attachment IV-3

4. Recommendation of Additional Volunteer Fire Captain

Consideration of Memorandum #23-88 recommending adoption of Resolution #23-21 to add one additional captain to the volunteer Fire Department leadership team.

Attachment IV-4

5. Recommendation of Volunteer Firefighter Pension

Consideration of Memorandum #23-89 recommending adoption of Resolution #23-22 approving the use of the State Fire Insurance Tax Premium check for funding a volunteer firefighter pension.

Attachment IV-5

6. Chan Gurney Airport Corporate Hangar Lease Agreement

Consideration of Memorandum #23-92 recommending approval of the Chan Gurney Municipal Airport Corporate Hangar Lease Agreement.

Attachment IV-6

7. Setting SAC Membership Rates

Consideration of Memorandum #23-94 recommending adoption of Resolution #23-23 setting the rates for the Summit Activities Center effective October 1, 2023.

Attachment IV-7

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 MAY 22, 2023

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

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

**CHAMBER OF THE BOARD OF CITY COMMISSIONERS
YANKTON, SOUTH DAKOTA
MAY 8th, 2023**

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

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

Quorum present.

Action 23-106

Moved by Commissioner Benson, seconded by Commissioner Miner, to approve Minutes of work session meeting of April 24th, 2023, and regular meeting of April 24th, 2023.

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

Motion adopted.

Action 23-107

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

1 Office - Office Supplies - \$80.01; 3rd Millennium - Utility Billing - \$700.66; A&B Business Equipment Inc - Lease - \$385.30; Adobe - Subs - \$14.99; Adobe - Computer Program - \$58.56; Aexcel Corp - Paint - \$11,020.81; Afscme Council - Afscme Deduct - \$930.40; Als Oasis - Travel Expense - \$21.94; Alyssa Lange - Election Worker - \$39.78; American Red Cross - Lifeguard Cert - \$1,554.00; Amzn - Dvd - \$18.99; Amzn - Dvd Drive - \$24.99; Amzn - Supplies - \$100.43; Amzn - Book - \$15.67; Amzn - Radio Strap - \$79.89; Amzn - Knobs - \$38.22; Amzn - Cleaning Supplies - \$16.42; Amzn - Dvd - \$18.11; Amzn - Key Ring - \$7.59; Amzn - Lanyards/Whistles - \$123.45; Amzn - Handset - \$23.98; Amzn - Books - \$425.04; Amzn - Exit Sign - \$42.90; Amzn - Supplies - \$24.73; Amzn - Program Supplies - \$7.85; Amzn - Janitorial Supplies - \$129.05; Amzn - Books - \$49.75; Amzn - Janitorial Supplies - \$81.75; Aox - Compressed Gas - \$182.34; Associated Supply - Sand - \$1,076.32; Att Bill - Mobile Data - \$1,249.50; Aurora Training Advant - Train Prog - \$599.00; Automatic Building - Fire System Check - \$1,954.00; Autozone - Brake Rotos - \$1,460.27; Avera - Premium - \$88,783.84; Axvoice - Dialer Service - \$21.44; Baker-Taylor - Books - \$6,077.29; Ballard/Brian - Reimb Boots - \$104.99; Ballard/Brian - Travel Advance - \$49.00; Banner Assoc - Prol Services - \$13,485.54; Batterysharks - Batteries - \$84.84; Bb&T - Hfac Bond - \$483,387.10; Bbg Const - Attorney Fees - \$14,006.90; Becker Body - Vehicle Repair - \$2,274.43; Bluepeak - Internet Service - \$3,904.11; Bomgaars - Grass Seed - \$2,171.26; Bow Creek Metal - Trash Cans Lids - \$1,989.00; Brammer/Rick - Summer Program - \$425.00; Bro Brgr - Staff Appreciation - \$96.72; Brock White - Cold Asphalt Patch - \$2,196.00; Buhls - Cleaning - \$404.16; Burger King - Travel Expense - \$38.67; Burger King - Travel Expense - \$12.14; C&B - Mower Repairs - \$514.73; Care Center - Pool Repairs - \$393.75; Caseys - Fuel - \$25.00; Caseys - Election Training - \$15.55; Caseys - Dispatch Appreciation - \$66.61; Cattlemans Club - Travel Expense - \$42.30; Ceco Ind - Blower - \$8,329.50; Cedar Knox Pub Pwer Dist - Electricity - \$1,238.93; Centurylink - Phone - \$1,163.66; Chemtek - Asphalt Remover - \$497.38; Christensen Radiator - Parts - \$350.24; Chs - Bulk Def - \$498.45; City Of Verm - Jt Powers Cash Trans - \$78,856.88; Clarks Rentals - Mower Repairs - \$245.02; Clubhouse Hotel - Lodging - \$336.64; Concept2 - Rowers - \$2,090.00; Conoco - Fuel - \$128.74; Cornwell - Shop Tool - \$122.35; Counterfeit Catering - Program - \$392.00; Country Inn - Lodging - \$231.00; Cowboy

Store - Interview Training - \$60.91; Coy - Rubbish - \$15.00; Coy - Clean Up - \$15,660.89; Coy - Landfill - \$291.87; Coy - Compacted Garbage - \$16,848.09; Coy - Garbage - \$187.61; Coy - Utility Collect - \$106.81; Crescent Elect - Pole Light - \$11.10; Crescent Elect - Electrical Supplies - \$829.75; Crouch Rec - Westside Pk Play Equip - \$117,004.00; Cty Utilities - Wtr-Ww Charges - \$8,335.44; D&G Concrete - 15th St Reconst - \$101,220.59; Deadwood Lodge - Lodging - \$534.06; Deadwood Resort - Travel Expense - \$51.60; Delight Donuts - Cmar Interview Team - \$71.45; Dept Of Ag - Permit Fee - \$102.50; Dept Of Environment - 2017I-Rec-403 Sw - \$63,173.59; Dept Of Health - Water Samples - \$503.00; Dept Of Mv - Title & License - \$53.40; Design Sol & Int - Scada - \$2,141.25; Diamond Vogel - Road Materials - \$3,815.75; Dooley/Robert - Glasses Reimb - \$194.00; Dri Uprinting - Backdrop - \$828.27; Dss - Sd Child Support - \$1,316.84; Dugout - Snow Conf - \$119.05; Ebay - Office Supplies - \$17.99; Echo - Lab Elec Repairs - \$2,622.68; Ehresmann Eng - Drop Steel (Plate) - \$65.00; Ehresmann Engineering - Tubes/Flats - \$362.65; Election Systems - Ballots - \$1,384.84; Fair Mfg - Blower Spout - \$1,304.00; Fastenal Co - Bolts - \$1,171.42; Fedex - Mail Evidence - \$33.86; Fejfar Plumbing - Plumbing Repairs - \$86.74; Feld Fire - Compressor Service - \$1,495.00; Fenton Const - Marne Creek Restore - \$137,075.16; Ferguson Ent - 2" Meters - \$12,266.43; Finance - Supplies - \$39.71; Finance Dept - Training & Election Day - \$2,295.00; Firefighter Inspir - Fireground Class - \$4,009.79; First Dakota - Hsa Cont - \$11,866.53; First Dakota Nat'l Bank - Fire Station Debt Serv - \$12,496.25; Fnbo - Cafeteria Plan - \$1,759.16; Foss/Kasi - Resloution Board - \$41.38; Frontier Mills - Grass Seed - \$554.16; Galls - Handcuff Key - \$11.89; Game Lodge - Lodging - \$470.72; Gerstner Oil - Mower Oil - \$344.10; Gerstners - Fuel - \$53,926.67; Grainger - Air Com - \$567.31; Graymont - Lime - \$7,588.30; Guardian Alliance - Backgrnd Invest - \$102.00; H&K Oil - Tires - \$150.00; Hach - Reagents - \$823.14; Hansen Locks - Lock Core - \$135.00; Hanson Briggs - Evidence Inventory - \$216.48; Hanson Briggs - Logo Coffee Mugs - \$286.54; Hanson Briggs Adv - Delinquent Notices - \$238.58; Hartfiel Auto - Pump Parts - \$888.03; Hawkins - Chemicals - \$29,423.73; Hdr Eng - Wwtp Eda - \$57,249.57; Heritage Homes - 1/2 Sp Approp - \$1,250.00; Hilton Hotels - Snow Conf - \$1,547.04; Hy-Vee - Program Supplies - \$256.99; Icma Ret Trust - Icma Cont - \$3,314.52; Ingersoll Rand - Service Call - \$912.98; Intl Code Council - Membership Dues - \$145.00; Ir Industrial - Air Comp - \$1,917.94; Ivans Boring - Shade Structures - \$2,000.00; J&H Cleaning - Janitorial Services - \$4,200.00; Jacks Uniforms - Sergeant Badges - \$1,400.06; Jansen Roofing - Steel Roofing - \$21,267.00; Jcl Solutions - Cleaning Supplies - \$2,271.77; Jimmy Johns - Travel Expense - \$12.88; Jj Benji's - Shirts - \$3,061.50; Jones Constr - Wwtp - \$511,287.48; Kaisers - Equipt - \$2,241.40; Kay Park Rec - Bleachers - \$31,839.60; Kinsman Garden - Flower Baskets - \$2,131.00; Klj Engineering - Design Services - \$1,298.17; Knife River - Asphalt Gravel - \$8,277.75; Koletzkys - Equipt Repairs - \$94.34; Kopetskys - Downtown Baskets - \$2,851.12; Kuehler/Dave - Glasses Reimb - \$546.00; Language Line - Language Interp - \$278.69; Lawler Fixture - Cooler - \$3,660.00; Lewis & Clark Bhs - 1/2 Sp Approp - \$10,504.00; Lewis & Clark Ford - Air Deflectr - \$88.32; Lewis & Clark Homebuilder - Dues - \$450.00; Lewis & Clark Theatre - 1/2 Sp Approp - \$1,250.00; Lewis & Clark Vet - Vet Bill - \$3,751.77; Lifeguard Store - Uniforms - \$227.90; Linke/Timothy - Travel Advance - \$168.00; Llrmi - Interview Class - \$1,350.00; Locators & Supplies - Safty Sweatshirt - \$52.00; Lodge At Deadwood - Conference - \$252.00; Lumen - Fiber Internet - \$347.36; Macqueen Emergency - Co Sensor - \$166.51; Malloy Elect - Blower Motor - \$511.29; Marshall-Bond Pumps - Pumpkit - \$10,607.11; Masonry Component - Douglas Ave Levee To 2nd - \$48,858.43; Mayer Signs - Vinyl Signs - \$1,050.00; Mcgrath North - Professional Services - \$587.50; McMaster - Air Comp - \$510.34; Mead Lumb - Field Marker - \$923.72; Menards - Washing Machine - \$3,577.61; Metrofax - Fax Service - \$11.95; Midam Energy - Fuel - \$17,214.99; Midam Enrgy - Fuel - \$11,620.56; Midam - Books - \$1,884.83; Midwest Lab - Lab Testing - \$167.59; Midwest Striping - Lights - \$4,581.84; Midwest Tape - Av - \$512.87; Millenium Recycling - Single Stream Recycling - \$2,242.80; Minnesota

Life - Life Group Ins - \$659.47; Money Movers - Sac Maint Fee - \$11.50; Morrow/Joseph C. - Design Work - \$1,920.00; Morvalue - Bubbler Motor - \$3,167.23; Napa Auto - Light Plug - \$267.33; Nbs Calib - Calibration - \$201.00; Nebraska Dor - Ne Income Tax - \$1,529.07; Nj Criminal - Law Class - \$199.00; Northern Truck Equipt - Trailer - \$84,704.00; Northtown - Handle - \$10.34; Northwestern - Electricity - \$84,727.12; Observer - Ad - \$72.00; Oconnor - Air Filter - \$167.70; Ofarrell/Sarah - Travel Advance - \$138.00; Ofarrell/Sarah - Travel Advance - \$64.00; Olson/Jeremy - Travel Advance - \$75.00; Olsons - Pest Control - \$278.00; Olson's Pest Tech - Pest Control - \$540.00; One Office - Office Desk & Chair - \$2,917.08; Oreillys - Brake Rotors - \$779.93; Otc Brands - Adult Craft - \$66.50; Overdrive - Ebooks - \$1,615.86; Overhead Door - Door Opener - \$92.93; P&D - Commission Minutes - \$858.42; Parkway Const - Mcvay Family Ref Garden - \$57,150.00; Pavel/Russ - Sertoma Concession - \$5,539.00; Paypal - Black Toner - \$228.00; Pfeifer Imp - Mower Supplies - \$1,037.62; Pheasantland - Safety Clothing - \$92.47; Piano Studio - Singers Program - \$175.00; Pilot - Fuel - \$37.60; Pitney Bowes - Postage - \$200.00; Pittsburgh Spray - Sprayer - \$137.20; Pizza Ranch - Supplies - \$63.50; Playaway - Books - \$812.10; Power Source Elec - Labor - \$105.83; Principal - Dental Ins - \$7,349.52; Psn - Cc System - \$69.85; Qdoba - Travel Expense - \$17.31; Quadiant Leasing - Postage - \$678.00; Racom - Radio Antennas - \$1,025.00; Real Reptiles - Summer Program - \$300.00; Restaurant - Travel Expense - \$142.89; Retirement - Sdrs Cont - \$93,107.22; Rhomar - Netra Wash - \$2,206.47; Riverside Hydr -Swtich,Hose,Fittings - \$1,128.71; Russenberger/Skyler - Travel Advance - \$75.00; Ruter/Dylan - Boot Reimb - \$100.00; Sanaas Gourmet - Travel Expense - \$27.84; Sanitation Products - Parts - \$726.72; Schroeder/Roger - Glasses Reimb - \$100.00; Schuurmans Farm Supply - Mower - \$7,600.00; Sd Dept Of Labor - Unemployment - \$12,225.54; Sd H2O & Ww - Water Seminar - \$515.00; Sd Property Mangmnt - Sd Flags - \$197.85; Sd Public Assurance Alliance - Walking Trler - \$1,607.13; Sdsrp - Sd Retiremen - \$20,744.76; Shell Oil - Fuel - \$34.79; Shell Oil - Fuel - \$39.00; Sherwin Williams - Shop Supplies - \$95.75; Sign Solutions - Signs - \$194.23; Slowey Construction - Mead Property - \$125,430.98; Sodak Shrm - State Conf - \$548.00; Southgate - Tires - \$500.00; Spencer Quarries - Chips - \$18,720.36; Sprinkler Warehouse - Supplies - \$1,823.05; Standard - Vision Ins - \$699.04; State Secretary - Filing Fee - \$30.00; Stein Sign Display - Hfac - \$1,350.00; Stockwell Engineers - Upgrade - \$1,200.00; Store - Travel Expense - \$10.19; Sturdevants - Filters - \$1,736.30; Suderman/Barb - Refund - \$100.00; Swimoutlet - Uniforms - \$1,959.80; Tessman - Agsupplies - \$8,528.29; Tessman - Chemicals - \$8,031.20; Thrive - Retire Supplies - \$100.00; Thrive - Sales Tax Reimb - \$77,679.28; Titan Machinery - Garage Parts - \$1,533.00; Titan Machinery - Air Filter - \$20.04; Tma - Tires - \$2,562.99; Tractor Supply - Jack - \$142.96; Traffic Logix - Subscription - \$900.00; Train Firefighters - Command Class - \$299.00; Transource - Parts - \$454.69; Tre Environmental Strategies - 2nd Qtr Wet Test - \$650.00; Trk Hosting - Internet Access - \$7.95; Truck Towne - Travel Expense - \$54.60; Truck Trailer - Gasket - \$2,584.37; Tumblebooks - Subscription - \$699.00; Turfwerks - Ball Field - \$38,444.60; Ukg - Payroll Sftware - \$2,076.00; United Lab - Red Primer - \$918.64; United Way - 1/4 Sp Approp - \$9,831.25; United Way - United Way - \$172.00; Ups - Wet Test - \$318.23; Ups - Equipt Shipping - \$150.60; Ups - Equipt Shipping - \$8.00; Us Treasury - Fed Tax - \$175,666.14; Us01mdm - Service Call - \$3,827.81; Usps - Postage Meter - \$642.44; Usps - Mail Evidence - \$152.95; Usps - Postage - \$2,382.20; Viddler - Video Hosting - \$41.49; Vistaprint - Business Cards - \$251.99; Vitality - Sharp Containers - \$1,325.25; Vwr Intern - Lab Supplies - \$199.34; Vzwrlls - Internet Access - \$2,408.70; Walmart - Fruit Fridays - \$269.14; Walmart - Retirement Supplies - \$177.75; Walmart - Office Supplies - \$898.76; Winnelson - Water Fountains - \$6,464.78; Xerox - Copies - \$2,940.58; Yaa - 1/2 Sp Approp - \$2,500.00; Yankton Bowl - After Hours Event - \$223.50; Yankton County Auditor - Safty Centr - \$12,662.06; Yankton Fire & Safety Co - Fire Ext Service - \$309.25; Yankton Janitor Supply - Janitorial Supplies - \$316.95; Yankton Nurseries - Trees - \$557.00; Yankton School District 63-3 - 2023 1st Quarter - \$36,598.16; Yankton Thrive - 1/4

Sp Approp - \$115,000.00; Yesway - Fuel - \$37.36; Ymc - Pro Services - \$38.00; Ymc - Pro Services - \$369.00; Zoro Tools - Knob - \$408.22;

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

Salaries by Department: April 2023

Administration \$58,047.61; Finance \$37,876.35; Community Development \$30,289.84; Police/Dispatch \$206,682.39; Fire \$15,049.46; Engineering / Sr. Citizens \$48,709.28; Streets \$55,097.29; Traffic Control \$4,703.34; Library \$36,366.76; Parks / Sac \$83,759.02; Marne Creek \$7,924.84; Water \$46,587.13; Wastewater \$45,826.12; Cemetery \$5,293.54; Solid Waste \$31,089.78; Landfill / Recycle \$26,027.97; Central Garage \$8,953.33, \$748,284.05

Personnel Changes

New Hires

Parks, Recreation and City Events Department: Zayne Schramm, Lifeguard, \$13.00/hr; Austin Steinberg, Park Maintenance, \$14.00/hr; Robert Schaefer, Park Maintenance, \$13.00/hr. Public Works Department: Gaige Koster, Street Maintenance Seasonal, \$14.50/hr; Jack Schaa, Street Maintenance Seasonal, \$14.50/hr.

Wage Changes

Police Department: Sarah O’Farrell, Investigative Sergeant, \$2,809.26 to \$2,884.04 biweekly; Jeremy McNinch, Patrol Sergeant, \$2,529.23 to \$2,596.50 biweekly; Environmental Services Department: Thomas Miles, Operations Specialist, \$1,782.69 to \$1,827.88 biweekly; Tanner Termansen, Waste Water Operations Specialist, \$1,805.73 to \$1,828.50 biweekly. Parks, Recreation and City Events Department: Dawn Bergeson, Water Safety Instructor, \$13.00 to \$13.25/hr; Barbara Law, Instructor, \$14.00 to \$14.25/hr; Tracy Raab, Fitness Instructor, \$16.00 to \$16.25/hr; Isyck Johnson, Weight Room Attendant, \$12.75 to \$14.00/hr; Kelsey Quame, Weight Room Attendant, \$12.50 to \$14.00/hr; Tanner Rohde, Lifeguard, \$12.00 to \$14.00/hour; Rockie Wampol, Park Maintenance, \$22.00 to \$24.00/hr; John Gleich, Park Maintenance, \$22.00 to \$24.00/hr.

Mayor Moser Read the Proclamation for Mental Wellness Conference and presented it to Tom Stange and Senator Jean Hunhoff, The Proclamation for National Police Week and presented it to Monte Rothenberger, Adam Goodwillie and Brandon Frey, and the Proclamation for the Recognition for Jerry Oster.

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

There were no public appearances at that time.

Action 23-108

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

1. **Work Session**
Setting date of May 22, 2023, 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. **Special Events Dance License**
Consideration of Memorandum #23-79 recommending approval of the application from Rock & Rumble DBA 3rd on 3rd for:
A) Special Events Dance License for July 3, 2023
3. **Establishing public hearing for sale of alcoholic beverages**
Establish May 8, 2023 as the date for the public hearing on the request for a Special Events (on-sale) Liquor License for July 22, 2023 from Rock ‘N’ Rumble, Inc. (Michael Carda, President), dba Rock ‘N’ Rumble, 3rd St. from Douglas to ½ block East on Capitol, plus intersecting Capitol Street, ¼ Block North to ½ Block South, Yankton, S.D.

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

Action 23-109

This was the time and the place for the public hearing on the applications for the renewal of Malt Beverage & SD Farm Wine Licenses for July 1, 2023 through June 30, 2024 licensing period.

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

- Angelas La Mexicana, LLC dba Angelas La Mexicana, 401 Picotte St.
- Hanten, Inc. dba Ben’s Brewing Company, 222 W. 3rd St.
- Hanten, Inc. dba Ben’s Brewing Company, 719 Walnut St.
- Boomers, Inc. dba Boomers Lounge, 100 E. 3rd St.
- DBC, LLC dba Bro Burger Bar, 304 W. 3rd St.
- ADDAR INC. dba Broadway Inn, 1210 Broadway
- Casey's Retail Company dba Casey's General Store #2268, 1000 Broadway
- Casey's Retail Company dba Casey's General Store #2260, 608 E. 8th St.
- Casey's Retail Company dba Casey's General Store #3855, 2300 Broadway
- I & E, LLC dba Chaparros Tacos, 100 E. 4th St,
- Chuck Stop, LLC dba Charlie's Pizza, 804 Summit St.
- Hayes Enterprises, LLC dba Cheers-Pizza Plus, 310 Walnut St.
- Chuck Stop, LLC dba Chuck Stop, 800 Summit St.
- Lady Bird, Inc. dba The Cockatoo Bar & Zebra Club, 100 E. 3rd St.
- Cork 'N Bottle, Inc. dba Cork 'N Bottle, 1500 Broadway
- Czeckers, Inc. dba Czeckers, Inc., 407 Walnut St.
- Diggers Inc. dba Diggers Casino, 2020 Elm St. #7
- Diggers Inc. dba Diggers 2.0, 511 West 4th St. Suite B
- East Eight, LLC dba Econo Lodge, 611 W. 23rd St.
- El Tapatio Family Mexican Restaurant, Inc. dba El Tapatio Family Mexican Restaurant, 2502 Fox Run Parkway
- GL Management, LLC dba Fox Run Golf Course, 600 W. 27th St.
- The Fox Stop, Inc. dba The Fox Stop, 1316 W. 30th St.
- Diggers, Inc. dba Goldrush, 2020 Elm St. Suite 7B

ABG Ventures dba Happy Hourz, 311 Douglas Ave.
 SYMS, LLC dba Holiday Inn Express Hotel & Suites, 2607 Broadway
 Hy-Vee Inc. dba Hy-Vee Gas, 2110 Broadway
 TC Corner, LLC dba JR's Oasis, 2404 E. Hwy 50
 JoDean Corp. dba JoDean Corp., 2809 Broadway
 King Buffet Mongolian Grill Restaurant, Inc. dba King Buffet Mongolian Grill, 3013 N. Broadway, Suite 5
 SAN JOSE, INC. dba Mexico Viejo, 1809 Broadway
 Mint Yankton, LLC dba Mint Yankton, LLC, 318 Douglas
 P & P Lottery Enterprises, LLC, dba P & P Lottery Enterprises, LLC, 3010 Broadway, Room 2
 P & P Lottery Enterprises, LLC, dba P & P Lottery Enterprises, LLC, 3010 Broadway, Room 3
 P & P Lottery Enterprises, LLC, dba P & P Lottery Enterprises, LLC, 3010 Broadway, Room 4
 P & P Lottery Enterprises, LLC dba Pin-ups Casino & Gaming Lounge #5, 3010 Broadway, Room 5
 Annis Properties, Inc. dba Patriot Express, 2217 Broadway

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

Phinney's LLC dba Phinney's Pub & Casino, 2101 Broadway, Suite 40
 Phinney's Casino, LLC dba Phineyy's Casino, 2101 Broadway, Suite 50
 Annis Properties, Inc. dba Prairie Pumper, 909 Broadway
 Pump-N-Stuff Yankton, Inc. dba Pump-N-Stuff, 215 W. 2nd St.
 Pump-N-Stuff Yankton, Inc. dba Pump-N-Stuff, 215 W. 2nd St., Suite 2
 Pure Ice Partners, LLC dba Pure Ice Company, 101 Capital St.
 Zaccon, Inc. dba Roadrunner Convenience Mart, 300 W. 23rd St.
 JoAnne D. Selves dba Selves Concessions, Sertoma Park, 15th & Ferdig St.
 SHREE, LLC dba SHREE, 821 Broadway, Suite 3
 Diggers Inc. dba Smokey Hollow, 511 W. 4th St. Suite A
 Morgen, LLC dba South Point, 1101 Broadway, Suite 107A
 Morgen, LLC dba South Point, 1101 Broadway, Suite 109
 Morgen, LLC dba South Point Gaming Lounge, 1101 Broadway, Suite 111A
 Morgen, LLC dba South Point Gaming Lounge, 1101 Broadway, Suite 111C
 Five Futures, LLC dba The Boat House, 301 E. 3rd St.
 Tokyo Japanese Cuisine of Yankton, Inc. dba Tokyo Japanese Cuisine of Yankton, Inc., 2007 Broadway, Suite J
 Yankton Convenience, Inc. dba Total Stop Convenience Store #6112, 700 E. 4th St.
 Gerstner Oil Company, Inc. dba Triple Time Rudy's, 1606 Broadway
 Dave Tunge dba Mule Train, 901 Broadway, Suite A
 Dave Tunge dba Kankota's, 901 Broadway, Suite C
 Dave Tunge dba Sportsman's, 901 Broadway, Suite B
 Upper Deck, Inc. dba Upper Deck, 311-315 Broadway
 Walgreen Co. dba Walgreens #09806, 2020 Broadway
 Walnut Tavern, Inc. dba Walnut Tavern, 100 W. 3rd St.
 WILLA B's, LLC dba WILLA B's, LLC, 114 Douglas Ave., Suite 2
 Yankton Missouri River Kampground, LLC dba Yankton Missouri River KOA, 807 Bill Baggs Rd.
 Yankton Morning Optimist, Inc. dba Yankton Morning Optimist, Inc., Riverside Park, 200 Levee St.

The above applications are in compliance with City Code of Ordinances, as checked by the Department of Finance.

A police check has been done on all the above applicants by the Yankton Police Department. The applicants are in compliance with all Building and Fire Codes. (Memorandum 23-81)

Moved by Commissioner Johnson, seconded by Commissioner Benson, to approve the renewal of these licenses.

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

Motion adopted.

Action 23-110

This was the time and the place for the public hearing on the application for a Special Events Retail (on-sale) Liquor License for 1 day, May 13, 2023, from Hillcrest Golf & Country Club (Rob Ness, President), 2206 Mulberry Street, Meridian Venue, 101 E. 3rd Street, Yankton, S.D.

The above applicant is in compliance with the City Code of Ordinances, as checked by the Department of Finance. A police check on the applicant revealed no felony convictions or wants. The applicant is in compliance with all building and fire codes. (Memorandum 23-77)

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

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

Motion adopted.

Action 23-111

This was the time and the place for the public hearing for an application for a transfer of ownership of a Retail (on-off sale) Malt Beverage & SD Farm Wine License for July 1, 2022, to June 30, 2023, from Allison Gullikson dba Happy Hourz to ABG Ventures, LLC (Allison Gullikson, Owner), 311 Douglas, Yankton, S.D.

The above applicant is in compliance with the City Code of Ordinances, as checked by the Department of Finance. A police check on the applicant revealed no felony convictions or wants. The applicant is in compliance with all building and fire codes. (Memorandum 23-78)

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

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

Motion adopted.

Action 23-112

Moved by Commissioner Johnson, seconded by Commissioner Miner, to approve Resolution #23-11

RESOLUTION #23-11

A RESOLUTION APPROVING THE 2023 SPECIAL ASSESSMENT ROLL FOR
NUISANCE ABATEMENT

BE IT RESOLVED by the Board of City Commissioners of the City of Yankton, South Dakota:

SECTION 1. That the special assessment roll for the assessment of the property assessable for nuisance abatement in the City of Yankton, South Dakota, is hereby approved and the assessments

as set out in said special assessment roll approved this date are hereby levied against such property upon filing of said special assessment roll in the office of the City Finance Officer.

SECTION 2. The assessments set forth in the assessment role will become due and payable in one (1) annual installment together with interest at a rate prescribed by the Board of City Commissioners, by resolution, per annum, in accordance with SDCL 9-43.

The above assessments may be paid without interest to the City Finance Officer on or before June 7, 2023, thereafter, the entire assessment may be paid with interest from the date of filing with the City Finance Officer at the rate established by resolution of the Board of City Commissioners.

Citizen Larry Stevens, appeared as a new property owner who was assessed for services that were performed for the previous property owner. City Attorney Den Herder explained how state law determines that it's a lien on the property, not on the owner. He explained that he would advise Mr. Stevens about how to possibly receive those funds from the previous owner.

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

Action 23-113

This was the time and the place for the second reading and public hearing for Ordinance No. 1072. AN ORDINANCE AMENDING CERTAIN LANGUAGE IN IDENTIFIED SECTIONS OF CHAPTER 27. No one was present to speak for or against the adoption of the ordinance.

Moved by Commissioner Schramm, seconded by Commissioner Benson, to approve Ordinance No.1072

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

City Manager Leon thanked Commissioner Maibuam for his service on the board.

Action 23-114

Moved by Commissioner Villanueva, seconded by Commissioner Benson, to adjourn Sine Die at 7:31p.m.

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

In absence of a Mayor, City Manager Leon called the meeting to order.

City Attorney DenHerder administered the Oath of office to re-elected City Commissioners Stephanie Moser, Ben Brunick and newly elected Commissioner Brain Hunhoff.

Finance Officer Viereck took roll call

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

Quorum present.

City Manager Leon requested nominations for Office of Mayor for the 2023-2024 term. Commissioner Webber nominated Commissioner Moser for the Office of Mayor, seconded by Commissioner Johnson.

Action 23-115

Moved by Commissioner Johnson, seconded by Commissioner Miner, that nominations cease and a unanimous ballot be cast for Commissioner Moser for the position of Mayor.

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

City Manager Leon turned the meeting over to Mayor Moser at this time.

Action 23-116

Moved by Commissioner Benson, seconded by Commissioner Schramm, to approve Resolution 23-17. (Memorandum #23-74).

RESOLUTION #23-17

RESOLUTION PROVIDING FOR THE CREATION OF YANKTON TAX INCREMENTAL DISTRICT NUMBER THIRTEEN, CITY OF YANKTON

WHEREAS, the Yankton City Planning Commission hereby recommends to the Yankton Board of City Commissioners the creation of Tax Increment District Number 13 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 on real property consisting of the following parcels:

District Legal Description:

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

All Located in the City of Yankton, Yankton County, South Dakota including within and adjacent rights-of-ways.

WHEREAS, such Notice was published in the official newspaper 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 May 8th, 2023.

WHEREAS, a copy of the Notice was sent prior to publication by first-class mail to the Chief Executive Officers of the following taxing entities:

City of Yankton
Yankton County Commission

James River Water Development District
Yankton School District 63-3

WHEREAS, a hearing was held on May 8th, 2023, as provided in such Notice, and all interested parties were allowed a reasonable opportunity to be heard on the proposed Tax Incremental District Thirteen plan;

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

Authority and declaration of necessity. Pursuant to SDCL §§ 11-9-4 & 11-9-13, City of Yankton- City Commission hereby declares the necessity to form a tax incremental district in the City of Yankton.

NOW THEREFORE, IT IS HEREBY RESOLVED:

1. **Authority and Declaration of Necessity.** The City Commission declares the necessity for the approval of Tax Incremental District Number Thirteen plan, City of Yankton, Yankton County (hereinafter sometimes referred to as the “District”), pursuant to SDCL Chapter 11-9, and finds that the improvement of the area within the District are likely to enhance significantly the value of substantially all of the other real property in the District and is necessary for the development of affordable housing within the County and the City of Yankton.
2. **Findings.** The City Commission makes the following findings with regard to economic development:
 - A. The proposed improvements will diversify the overall economic base of the City of Yankton through housing opportunities.
 - B. The South Dakota Department of Revenue has reviewed the TIF Plan and classified the Tax Increment District Thirteen of City of Yankton to be Affordable Housing.
 - C. 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.
 - D. 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 of Affordable Housing.
 - E. The improvement of the area is likely to significantly enhance the value of substantially all other real property in the district;
 - F. The aggregate assessed value of the District plus the tax incremental base of all other existing Districts in the City does not exceed Ten (10%) percent of the total assessed valuation in the City;
3. **Boundaries of District.** The Boundaries of the district are determined to be as follows:
 - Lots 1 - 5 and the vacated alley running east and west between Lots 2-5 and the east half of the vacated Pine Street, Block 25, Lower Yankton Addition to the City of Yankton, South Dakota.

All Located in the City of Yankton, Yankton County, South Dakota including within and adjacent rights-of-ways.
4. **Findings of Annual Appropriation TID.** Tax Increment District #13 will be designated as an Annual Appropriations TIF to ensure that it does NOT count against constitutional debt.

5. **Creation of Tax Incremental Fund.** There is hereby created, pursuant to SDCL 11-9-31, a Tax Incremental District Number Thirteen Fund, which shall be a segregated asset account. All tax increments collected pursuant to Tax Incremental District Number Thirteen shall be deposited into the Tax Incremental District Number Thirteen Fund. All funds in the Tax Incremental District Number Thirteen Fund shall be used solely for those purposes expressly stated and reasonably inferred in SDCL Chapter 11-9
6. **Adoption of Tax Increment Plan.** The City Commission of the City of Yankton does hereby adopt the Tax Increment Plan Number Thirteen as presented.

Developer Nathan Stencil with Stencil Group II LLC., appeared to explain the proposed plans and urged Commission to support. Toby Morris with Colliers Securities also appeared to explain the proposed TID and also encouraged the Commission to adopt. Nancy Wenande the Executive Director of Thrive, also spoke in favor of the proposed project and also urged the Commission adoption.

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

Action 23-117

Moved by Commissioner Schramm, seconded by Commissioner Miner, to approve Memorandum #23-75, establishing May 22, 2023 as the date for a public hearing to consider the vacation of the west 7 feet of Dakota Street right-of-way lying north of 12th Street and adjacent to Lot 1 in Block 1 of Dakota West Addition to the City of Yankton, Yankton County, South Dakota. Address, 1201 Dakota Street. Steve and Lori Drotzmann, owners. This is a quasi-judicial action.

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

Action 23-118

Moved by Commissioner Webber, seconded by Commissioner Miner, to approve Memorandum #23-80 regarding SAC rental rate structure for 2025 and no rental dates for holidays starting July 1, 2023.

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

Action 23-119

Moved by Commissioner Johnson, seconded by Commissioner Brunick, to approve Memorandum #23-82 recommending that the City Commission award the North Hangar Taxilanes, Access Road, and Runway 20 End Turnaround Project, BIL-AIG #3-46-0062-037-2023 and AIP #3-46-0062-038-2023 as described in the attached KLJ “Letter of Recommendation” to Double H Paving, Inc. for \$1,470,353.85, and authorize the City Manager to execute all contract, grant, and engineering consultant documents associated with the project. Said recommendation is contingent upon Federal Aviation Administration Grant approval.

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

County Commissioner Dan Klimisch appeared to congratulate newly elected City Commissioners and requested continual positive interaction and cooperation between the two Boards.

Action 23-120

Moved by Commissioner Schramm, seconded by Commissioner Villanueva, to adjourn at 7:54 p.m.

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

Motion adopted.

Stephanie Moser
Mayor

ATTEST:

Al Viereck
Finance Officer

Published on May 17th , 2023



OFFICE OF THE CITY MANAGER

www.cityofyankton.org

VOL. 58 NUMBER 10

Commission Information Memorandum

The Yankton City Commission meeting on Monday, May 22, 2023 will begin at 7:00 pm.

Non-Agenda Items of Interest

1) Finance Department Update

Audit and budget preparation is underway. The Finance Office continues to progress by saving more reports electronically versus printing in paper. This helps enable sending files to our auditor prior to them coming in person and gives our auditors a head start.

Please see the enclosed Finance Monthly Report for April.

2) Community & Economic Department Update

Staff periodically gets requests from the media and others about our knowledge of new businesses coming to town. We provide the information or name of the business if we have documentation on file like a permit issuance. This is sometimes awkward because businesses have requested permits prior to their announcement to the public. However, we provide the information because it is “public” at that point.

The issue becomes more sensitive when there is a request about something staff may have knowledge of but there have not been any written requests for permits or city services. In those instances, we do not disclose anything. This sometimes leads to situations where the public may have knowledge of a new business coming to town and we ethically can’t discuss it if asked. In one specific situation a few years ago, a contractor staying at a motel mentioned a project in passing to someone he met in town. It wasn’t long before many knew about the business even though there was no documentation about the business at City Hall.

We will continue to be respectful of the confidentiality of new business prospects looking at the community even if it means word on the street is ahead of staff level discussions with public officials. We do not feel that government should play the role of making announcements about private sector business investments. Please let us know if you have specific questions about this protocol.

After a long winter and slow start to the spring, recent heavy rains mean lawns are greening up and growing faster around the community. Lawns, boulevards, and ditches must be maintained at 8 inches or lower and free of noxious weeds by ordinance. Weeds must be cut or chemically treated. Staff has published a public notice regarding the 8-inch community standard as required by ordinance. Overall, property owners are doing a great job of mowing, and staff has responded to a typical number of complaints for this time in the season. Each year for a two- or three-week period

at the beginning of the growing season, we experience a higher than average volume of overgrown properties, but with outreach we are in the middle of that period now. With education and enforcement, the number of noncompliant locations steadily decreases throughout the growing season after the initial growth spurt. As with all our code enforcement efforts, we focus first on outreach and education before moving into an enforcement phase.

Public outreach about the updated FEMA flood risk maps is underway. A public open house is scheduled for June 15th from 5:30 p.m. to 7:30 p.m. at the Yankton Middle School Theater/Lecture Hall located at 2000 Mulberry Street. Staff from FEMA Region VIII will be onsite to explain the changes, map adoption process, and answer questions. Community and Economic Development Department staff has prepared letters to be sent to all properties mapped in the special flood hazard area making them aware of the map changes and open house. Additionally, staff will be utilizing local print and radio media as well as our social media platforms to inform the public about the mapping update. View the preliminary maps online through a map viewer provided by FEMA: <https://msc.fema.gov/fmcv>.

3) Human Resources & Employee Engagement Department Update

We are still accepting application for a limited number of the summer seasonal positions. Interested applicants can visit cityofyankton.org (click on Employment tab) or contact the Human Resource Department.

Robert Lehman began work in the Parks, Recreation and City Events Department on May 15.

The position for a Finance Generalist has been filled by Devin Gullikson. Devin was previously an Equipment Operator in the Street Department. Devin has his bachelor's degree in Business Management from MMU and a wide range of knowledge of the City of Yankton's operations. Devin is proud to call Yankton home and was the candidate that best fit the aspects and demand of the job. Devin began work in the finance office on May 15.

The City of Yankton's May presentation by Well 365 out of Sioux Falls will focus on Healthy Eating on the Go to provide strategies for eating well even when you're busy. We are looking forward to learning some tips and tricks to help maintain healthy eating habits. The Zoom presentation was held on May 17.

Yankton Housing position for Part Time Housing Program Assistant has been filled by Jennifer Cooper. This position was opened due to the resignation of Brenda Wollman. Yankton Housing is in the process of also hiring a Part Time Housing Office Assistant. A hire selection will be forthcoming.

The City of Yankton is currently accepting application for Equipment Operator. This position was opened due to the promotion of Devin Gullikson to the Finance Department. The Equipment Operator position is opened to internal applicants only and will close on May 24.

4) Parks and Recreation Department Update

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

5) Library Update

The south entrance to the library has become more welcoming thanks to the efforts of Keep Yankton Beautiful and the YCL Friends of the Library. We have added some seating in the form of a beautiful navy bench with the YCL logo. This is a great addition for those that are waiting for rides, it provides an opportunity for a photo op with the library logo, and just makes for a more eye-

catching entrance. The bench was sponsored by the Friends of the Library. Keep Yankton Beautiful spruced up the landscaping and added a variety of plants that will add color year-round. Keep Yankton Beautiful also sponsored a new garbage can and a dedication sign for the area. If you haven't had a chance to see these changes made to the south entrance, you can find pictures on our Facebook page or come try out the bench for yourself!

Summer Reading registration is open as of May 15. We have programs and prizes for all ages! Our kick-off event will be on June 5 and will feature carnival styles games, face painting and lots of fun for the family!

You may see some of the library staff out and about as we are scheduled to be at the Market at the Meridian on Saturday, May 20 to visit with folks about the library and the upcoming Summer Reading Program. We will also be at the Kids' Art Fest at Riverside Park on Tuesday, May 30. The library will be closed on Friday, May 26 for staff training. We will be joining some of the staff from Pathways to learn more about Mental Health First Aid which includes tips on recognizing and interacting with individuals who may be experiencing mental health or substance use challenges. The trainer is from Lewis and Clark Behavioral Health Services. We look forward to adding more tools to our toolboxes to keep our staff and library users safe and to better serve our community.

6) **Information Services Department Update**

IT staff has the Huether Family Aquatics Center computers setup for the new season. We are also working with the Park and Recreation staff on some additional display / advertising screens at the facility.

The microwave link between the west water tower and the safety center is currently down. This link provides monitoring and two-way communication with the facilities at the tower. The vendor is actively exploring options to either repair or replace the equipment. In the interim, staff will be doing more onsite visits to ensure the equipment is operating within specs.

7) **Public Works Department Update**

Street Department crews are replacing curbs and gutters at various locations throughout the city.

Mead Property Development: Slowey Construction continues grading on the project and there has already been a substantial amount of dirt moved on site. Staking for the utilities along First Dakota Drive is done and the water main installation is underway. Masonry Components is currently working on the concrete fillets at what will be 31st Street and First Dakota Drive.

15th Street from Bill Baggs Road to Alumax Drive: Phase I has been reopened to traffic. The contractor has prepared Phase II for paving and, if weather allows, will pave the week of May 15.

Marne Creek Bank Restoration: Work continues on Reach A (south of Highway 50). Areas that have riprap in place are ready for plantings to begin. The first delivery of willow stakes has arrived. Over 17,000 willow stakes will be planted with the project. In addition, there are 4457 containerized plantings along the project. Reach B (Burleigh to Highway 50) is starting to take shape. There are areas in this section that are quite steep and different methods of stabilization will be utilized to prevent future erosion.

Douglas Avenue from Levee Street to 2nd Street: All underground utility work is complete. The subcontractor is on site to set subbase grade and then begin to install the crushed base material, which could be completed the week of May 15. Once grading is complete, concrete work will begin.

8) Environmental Services Department Update

A 16-inch pipe failed at the new water treatment plant. Staff believes the pipe failed because of the antiscalant chemical being added near the failure. Antiscalant is injected in the pipe ahead of the Reverse Osmosis membranes to reduce scaling and fouling of the membranes. The antiscalant is a weak acid and appears to be causing issues with the pipe at the injecting location. This section of pipe has four penetrations in the pipe for sensors and chemical feed. The pipe will need to be fabricated by the supplier. Staff is also working with Tnemec protective coatings. Tnemec most likely has a coating that will be chemical resistant to the antiscalant and will protect the pipe. Currently the pipe has a temporary repair and is in service. The pipe does need to be repaired as soon as possible before summer peak demands. Staff is working with the supplier to get the pipe fabricated and coated. We do not have an estimated time of delivery at this time. Staff will most likely work with John T Jones Construction to complete the repair. Staff is working with HDR and the chemical supplier to look at chemical feed options to further prevent the issue from occurring again.

9) Police Department Update

Our City of Yankton School Resource Officers held their first ever car show with the Yankton High School on May 12. Nineteen students, two Yankton School District staff, four businesses and eight classic car owners participated in the show. Awards were given out for five categories: Classic Car - Connor Becker; Stock - Jeff Yaggie; Modified - Trey Smith; Stereo - Jaxson Thoms; and Best in Show - Jack Slowey. The winners of each class won an award built by YHS students. Door prizes were donated by local businesses and given to participants.

School Resource Officer Skyler Russenberger presented the Child Protection Team Scholarship to Yankton High School student Thea Chance at the YHS Academic Awards Banquet on May 15.

Detective Brooke Hanson, Officer Bob Dooley and Officer John Todd attended Interview and Interrogation training in North Dakota. We continue to look for advanced training opportunities in our region to better assist our officers with investigations.

We received several treats and snacks from several businesses and community members during National Police Week. On May 16, Kopetsky's Ace set up and cooked personal pizzas in the parking lot of the Safety Center for the Sheriff's office and the Police Department.

On May 17 Sherriff Crissey and Chief Foote spoke about National Police Week on WNAX 104.1 the Wolf's "Service before Self" program.

On May 18 the Yankton Police Department hosted the United States Attorney's Office training about Fentanyl Overdose Awareness investigations and prosecution. This was attended by both Law Enforcement and States Attorneys around the state.

10) Fire Department Update

Volunteers responded to a fatality accident on East Highway 50 last week. Firefighters on scene provided extrication and assisted with scene clean-up. All personnel were given the option of receiving individual counseling, defusing, or debriefing. Chief Linke will continue to follow-up with responders to ensure they receive any needed mental health care.

The Volunteer Firefighters' Association received notification from the IRS that they are now a 501c3 non-profit organization. This is a tremendous step toward updating and modernizing organizational processes.

Thanks to the assistance of our Information Technology Team, GIS layers have been placed in our First Due reporting system platform. This is very helpful in employing the Inspection and Preplan features of the software.

11) Monthly reports

The Joint Powers Solid Waste Authority monthly report is included for your review. Minutes from the Airport Advisory Board are also included.

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

Sincerely,

Amy Leon
City Manager

FINANCE MONTHLY REPORT

| ACTIVITY | APRIL 2023 | APRIL 2022 | APR 2023 YTD | APR 2022 YTD |
|-----------------------------------|-----------------------|---------------------|-----------------------|-----------------------|
| UTILITY BILLING: | | | | |
| Water | | | | |
| Water Sold (in gallons per 1,000) | 43,897 M | 44,182 M | 173,447 M | 168,229 M |
| Water Billed | \$505,214.17 | \$505,667.35 | \$2,003,451.32 | \$1,947,409.91 |
| Basic Water Fee/Rate per 1000 ga | \$27.51/6.30 | \$27.51/6.30 | | |
| Number of Accounts Billed | 5,472 | 5,429 | 21,911 | 21,716 |
| Number of Bills Mailed | 5,472 | 5,429 | 21,911 | 21,716 |
| Total Meters Read | 5,968 | 5,915 | 23,871 | 23,637 |
| Meter Changes/pulled | 7 | 9 | 24 | 24 |
| Total Days Meter Reading | 1 | 1 | 4 | 4 |
| Misreads found prior to billing | 0 | 0 | 0 | 0 |
| Customers requesting Rereads | 0 | 0 | 0 | 0 |
| Sewer | | | | |
| Sewer Billed | \$387,384.15 | \$363,679.62 | \$1,518,713.72 | \$1,372,002.11 |
| Basic Sewer Fee/Rate per 1000 ga | \$17.53/\$6.80 | \$11.22/\$6.80 | | |
| Solid Waste | | | | |
| Solid Waste Billed | \$109,928.93 | \$109,017.60 | \$439,036.61 | \$435,379.43 |
| Basic Solid Waste Fee | \$23.61 | \$23.61 | | |
| Tax Billed | \$7,109.24 | \$7,050.17 | \$28,392.94 | \$28,142.26 |
| Misc. Billed | \$420.00 | \$420.00 | \$1,985.00 | \$2,160.00 |
| Total Utility Billing: | \$1,010,056.49 | \$985,834.74 | \$3,991,579.59 | \$3,785,093.71 |
| Adjustment Total: | (\$30.00) | (\$70.00) | (\$539.78) | (\$210.00) |
| Misread Adjustments | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Other Adjustments | \$0.00 | \$0.00 | (\$419.78) | \$10.00 |
| Penalty Adjustments OFF | (\$120.00) | (\$70.00) | (\$360.00) | (\$300.00) |
| Penalty Adjustments ON | \$90.00 | \$0.00 | \$240.00 | \$80.00 |
| New Accounts/Connects | 32 | 39 | 175 | 174 |
| Accounts Finaled/Disconnects | 33 | 46 | 160 | 176 |
| New Accounts Set up | 1 | 6 | 10 | 15 |
| Delinquent Notices | 371 | 377 | 1,452 | 1,498 |
| Doorknockers | 154 | 168 | 550 | 518 |
| Delinquent Call List | 94 | 100 | 361 | 253 |
| Notice of Termination Letters | 9 | 14 | 41 | 28 |
| Shut-off for Non-payment | 7 | 6 | 22 | 15 |
| Delinquent Notice Penalties | \$3,710.00 | \$3,770.00 | \$14,520.00 | \$14,980.00 |
| Doorknocker Penalties | \$1,540.00 | \$1,680.00 | \$5,500.00 | \$5,180.00 |
| Other Office Functions: | | | | |
| Interest Income | \$211,605.40 | \$31,882.62 | \$839,898.58 | \$88,108.24 |
| Interest Rate-Checking Account | 5.23% | 0.72% | | |
| Interest Rate-CDs | N/A | N/A | | |
| # of Monthly Vendor Checks | 101 | 107 | | |
| Payments Issued to Vendors | \$2,221,379.57 | \$2,040,863.75 | \$9,243,132.60 | \$7,992,457.38 |
| # of Employees on Payroll | 190 | 175 | | |
| Monthly Payroll | \$530,126.70 | \$715,379.98 | \$2,458,764.90 | \$2,196,314.22 |

*3 pay periods

PARKS AND RECREATION DEPARTMENT

SUMMIT ACTIVITIES CENTER and RECREATION PROGRAMS

Summit Activities Center Membership Information:

| | Current | Last | Change |
|---|------------|------------|-----------|
| ○ Active & Fit/Renew Active/Silver Sneakers | 122 | 119 | 3 |
| ○ Adult Annual | 57 | 53 | 4 |
| ○ Adult EFT | 43 | 43 | 0 |
| ○ Adult Monthly | 137 | 152 | -15 |
| ○ City of Yankton Single | 48 | 48 | 0 |
| ○ Firefighter Single | 19 | 19 | 0 |
| ○ 10 Use Punch card | 59 | 60 | -1 |
| ○ Individual Annual | 105 | 112 | -7 |
| ○ Individual Monthly | 8 | 9 | -1 |
| ○ Radio | 47 | 0 | 47 |
| ○ Youth Annual | 31 | 29 | 2 |
| ○ Youth EFT | 16 | 16 | 0 |
| ○ Youth Monthly | 76 | 88 | -12 |
| Total # of Active Members | 768 | 748 | 20 |

- Mid-February 2023- total memberships peaked at 861.
 - Last year at the end of April we had 705 active memberships.
 - In April of 2019 (pre-pandemic), we had 1,057 memberships on the books.
 - Please note the radio trade memberships, for marketing our facilities and programs on the radio stations in town, have been implemented and are reflected in this report.

- We do not have updated GL attendance numbers at the time of this report. Attendance – 2,083 (2,083 SAC, 989 GL) compared to 1,528 in 2022
- Total Cash Revenue at the SAC 5/1-15/23 – \$27,680.71 compared to \$28,587.55 in 2022.

- **Aqua Zumba**
 - Participation – 34 Participants

- **H2O Sculpt**
 - Participation – 0 Participants

- **Power Abs**
 - Participation – 44 Participants

- **Power Yoga**
 - Participation – 38 Participants
- **Prime Time Senior Class**
 - Participation – 76 Participants
- **Strength & Flexibility**
 - Participation – 29 Participants
- **STRONG Nation**
 - Participation – 7 Participants
- **Tabata**
 - Participation – 45 Participants
- **Trim & Tone**
 - Participation – 34 Participants
- **Turbo Kick**
 - Participation – 7 Participants
- **Water Aerobics Classes**
 - Participation – 83 Participants
- **Work Out Express Class**
 - Participation – 18 Participants
- **Yoga**
 - Participation – 24 Participants
- **Zumba**
 - Participation – 29 Participants
- **Zumba Gold**
 - Participation – 76 Participants
- **Birthday Party Rentals**
 - Participation – 9 Birthday Parties
- **Auxiliary/Main Gym Rentals**
 - Hours Rented – 0 Hours
- **Theater Rentals**
 - Hours Rented – 28 Hours

- **Meeting Rooms**
 - Hours Rented – 0 Hours
- **City Hall Rentals**
 - Hours Rented – 0 Hours
- **Capital Building Rentals**
 - Days Rented – 6
- **Park Shelters**
 - Riverside - 8 Rentals
 - Memorial – 0 Rentals
 - Westside – 0 Rental
 - Meridian Bridge – 0 Rental

| |
|----------------------------|
| Monday, May 1, 2023 |
|----------------------------|

- **Adult Coed Softball and Women’s & Coed Sand Volleyball Registrations Due:**
 - Coed Softball Teams – 14 (2022 – 14)
 - Coed Sand Volleyball Teams – 16 (2022 – 15)
 - Women’s Sand Volleyball Teams – 10 (2022 – 11)

| |
|-------------------------------|
| Saturday, May 13, 2023 |
|-------------------------------|

- **City Utility Day Passes Marketing Program- Passes Used**
 - 2 adults with 3 kids
- Todd and the Recreation Staff worked with the Utility Billing Staff at City Hall to create one-time use passes for the SAC and The Huether Family Aquatics Center. New utility customers (not snowbirds or shutoffs) get a free pass to the SAC and The Huether Family Aquatics Center. The SAC pass will be stamped with an expiration of one month. The aquatic center pass is good for any day in 2023. Our goal is to get new residents to learn more about our city facilities and help increase our memberships. The belief is that both facilities can sell themselves if we get people in the door to experience the amenities. The Recreation Department will be tracking these passes when they are turned back in to determine the success of this new marketing program.
- Todd and the Recreation Staff are also working on an SAC day pass and a day pass for The Huether Family Aquatics Center that will be available for check-out to Yankton Community Library card holders starting in May of 2023. Our goal is to provide the opportunity for adults and their children, that may not have the financial means to pay for entry into the facilities, a chance to experience each facility at no cost. This program is modeled after library programs that already exist in regards to checking out passes at no cost for the Mead Cultural Education Center and also the State Parks. The Recreation Department will be tracking these passes when they are turned back in to determine the success of this new community outreach program.

PARKS

The Parks Department has started to prepare The Huether Family Aquatics Center for the 2023 summer season.

The department has hired a full-time grounds maintenance position which was created with the retirement of Brian Frick. The new employee will begin with the Parks Department on Monday, May 15. His name is Robert Lehman.

The majority of play equipment has been installed at Westside Park. The play system and other play equipment are part of a Land, Water, and Conservation Fund Grant for \$90,000. The project, including the installation of poured-in-place rubber fall material, and one area having engineered wood-fiber fall material, must be completed prior to June 30, 2023, as a stipulation on the grant. Miracle Recreation Equipment sent the wrong slide. The slide that was supposed to be ordered will be shipped as soon as it is ready. The slide was going to be placed in the area with engineered wood fiber for fall material, so this will not slow down the installation of the poured in place rubber that will go under two of the three new areas. The poured-in-place rubber installer is planning to be on-site the week of May 29.

Les is working with Northwestern Energy to get power to the tall light poles that are in Westside Park. They have not been functional for a couple of years. With the new play equipment and addition of the meditative garden and pathways, appropriate evening lighting will be needed in the park.

Parks Department staff will be assembling three sets of bleachers and installing them at Riverside Baseball stadium.

The Parks Staff had the contractor on-site that utilized water and vacuuming to create holes for the footings for the shade structures at Sertoma Park. A couple of the holes were moved from their original planned location due to underground utilities being found during the clean-out for the footing holes. The concrete contractor has been on site and is installing the rebar cages that will be in the holes and contain the bolts that will hold the shade structures. Installation of the above ground components will take place once the footings have cured.

Todd is waiting on an engineer's topographic map of Riverside Softball Field to be completed this spring. That map will be used to help in writing bid specifications for an infield turf project at Riverside Softball Field.

The Parks Department prepared Riverside Park for the Missouri River Watershed Educational Festival on Thursday, May 4.

The Parks Department prepared Riverside Baseball Field for the exhibition game between the Sioux Falls and Sioux City professional teams for Monday, May 8.

The fountain and spray pad at the Meridian Bridge Plaza are being cleaned and prepared for the summer season.

The fountain on the corner of 4th and Broadway has been turned on for the summer season.

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

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

| Description | Yankton Transfer | Vermillion Landfill | Total Joint | 4 Month Budget | Legal 2023 Budget |
|---------------------------------------|---------------------|------------------------|-----------------------|-----------------------|-----------------------|
| Joint Power Transfer/Landfill | | | | | |
| <i>Total Revenue</i> | <u>\$526,179.98</u> | <u>\$307,425.50</u> | <u>\$833,605.48</u> | <u>\$786,200.00</u> | <u>\$2,358,600.00</u> |
| <i>Expenses:</i> | | | | | |
| Personal Services | 130,265.21 | 138,105.65 | 268,370.86 | 280,009.33 | 840,028.00 |
| Operating Expenses | 111,797.81 | 228,499.72 | 340,297.53 | 353,951.00 | 1,061,853.00 |
| Depreciation (est) | 91,579.44 | 84,328.00 | 175,907.44 | 151,898.67 | 455,696.00 |
| Trench Depletion | 0.00 | 89,537.47 | 89,537.47 | 76,666.67 | 230,000.00 |
| Closure/Postclosure Resrv | 0.00 | 3,808.53 | 3,808.53 | 8,666.67 | 26,000.00 |
| Amortization of Permit | 0.00 | 612.86 | 612.86 | 500.00 | 1,500.00 |
| <i>Total Operating Expenses</i> | <u>333,642.46</u> | <u>544,892.23</u> | <u>878,534.69</u> | <u>871,692.33</u> | <u>2,615,077.00</u> |
| <i>Non Operating Expense-Interest</i> | <u>3,268.87</u> | <u>8,375.70</u> | <u>11,644.57</u> | <u>24,487.00</u> | <u>73,461.00</u> |
| <i>Landfill Operating Income</i> | <u>189,268.65</u> | <u>(245,842.43)</u> | <u>(56,573.78)</u> | <u>(109,979.33)</u> | <u>(329,938.00)</u> |
| Joint Recycling Center | | | | | |
| <i>Total Revenue</i> | <u>0.00</u> | <u>22,203.11</u> | <u>22,203.11</u> | <u>35,166.67</u> | <u>105,500.00</u> |
| <i>Expenses:</i> | | | | | |
| Personal Services | 0.00 | 71,398.34 | 71,398.34 | 87,364.33 | 262,093.00 |
| Operating Expenses | 0.00 | 22,092.98 | 22,092.98 | 44,500.00 | 133,500.00 |
| Depreciation (est) | 0.00 | 15,888.00 | 15,888.00 | 12,666.67 | 38,000.00 |
| <i>Total Operating Expenses</i> | <u>0.00</u> | <u>109,379.32</u> | <u>109,379.32</u> | <u>144,531.00</u> | <u>433,593.00</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>(87,176.21)</u> | <u>(87,176.21)</u> | <u>(109,364.33)</u> | <u>(328,093.00)</u> |
| <i>Total Operating Income</i> | <u>\$189,268.65</u> | <u>(\$333,018.64)</u> | <u>(\$143,749.99)</u> | <u>(\$219,343.67)</u> | <u>(\$658,031.00)</u> |
| Tonage in Trench: | <u>4/30/2022</u> | <u>4/30/2023</u> | | | |
| Asbestos | 23.31 | 15.71 | 15.71 | 16.67 | 50.00 |
| Centerville | 91.93 | 129.52 | 129.52 | 366.67 | 1,100.00 |
| Clay County Garbage | 4,565.23 | 4,779.23 | 4,779.23 | 4,833.33 | 14,500.00 |
| Elk Point | 330.96 | 356.63 | 356.63 | 86.67 | 260.00 |
| Yankton County Garbage | 7,366.23 | 7,413.59 | 7,413.59 | 7,966.67 | 23,900.00 |
| <i>Total Tonage in Trench</i> | <u>12,377.66</u> | <u>12,694.68</u> | <u>12,694.68</u> | <u>13,270.00</u> | <u>39,810.00</u> |
| Operating Cost per ton | | | <u>\$69.20</u> | <u>\$67.53</u> | <u>\$67.53</u> |

This report is based on the following:

Revenue accrual thru April 30, 2023

Expenses cash thru April 30, 2023 with May bills

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

| Description | Yankton Transfer | Vermillion Landfill | Total Joint | 4 Month Budget | Legal 2023 Budget |
|---------------------------------------|---------------------|------------------------|-----------------------|-----------------------|-----------------------|
| Source of Funds | | | | | |
| <i>Beginning Balance</i> | \$262,149.47 | \$2,536,832.00 | \$2,798,981.47 | \$2,798,981.47 | \$2,798,981.47 |
| <i>Operating Revenue:</i> | | | | | |
| Net Income | 189,268.65 | (333,018.64) | (143,749.99) | (219,343.67) | (658,031.00) |
| Depreciation | 91,579.44 | 100,216.00 | 191,795.44 | 164,565.33 | 493,696.00 |
| Trench Depletion | 0.00 | 89,537.47 | 89,537.47 | 76,666.67 | 230,000.00 |
| Amortization of Permit | 0.00 | 612.86 | 612.86 | 500.00 | 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 | 500,000.00 | 1,500,000.00 |
| Contributed Capital | 0.00 | 3,771.00 | 3,771.00 | 1,666.67 | 5,000.00 |
| Sale Proceeds | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Comp. for Loss & Damage | 1,973.69 | 0.00 | 1,973.69 | 0.00 | 0.00 |
| Fire Related Expenses | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Interest | 0.00 | 21,626.06 | 21,626.06 | 1,666.67 | 5,000.00 |
| <i>Cash Flow Transfer:</i> | | | | | |
| Joint Power Transfer/Landfill | (258,056.26) | 258,056.26 | 0.00 | 580,000.00 | 1,740,000.00 |
| Joint Recycling Center | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Total Funds Available | 286,914.99 | 2,677,633.01 | 2,964,548.00 | 3,904,703.14 | 6,116,146.47 |
| Application of Funds Available | | | | | |
| <i>Joint Power Transfer/Landfill</i> | | | | | |
| Equipment | 169,461.40 | 44,172.00 | 213,633.40 | 187,333.33 | 562,000.00 |
| Trench | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Closure/Postclosure Cash Res. | 0.00 | 3,808.53 | 3,808.53 | 8,666.67 | 26,000.00 |
| <i>Joint Recycling Center</i> | | | | | |
| Equipment | 0.00 | 44,172.00 | 44,172.00 | 31,333.33 | 94,000.00 |
| <i>Payment Principal</i> | 33,218.94 | 18,943.51 | 52,162.45 | 115,976.33 | 347,929.00 |
| <i>Appropriation to Reserve</i> | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Total Applied | 202,680.34 | 111,096.04 | 313,776.38 | 343,309.67 | 1,029,929.00 |
| Ending Balance | \$84,234.65 | \$2,566,536.97 | \$2,650,771.62 | \$3,561,393.47 | \$5,086,217.47 |

| Joint Power Transfer/Landfill Description | Yankton Transfer | Vermillion Landfill | Total Joint | 4 Month Budget | Legal 2023 Budget |
|--|-----------------------------|--------------------------------|------------------------|---------------------------|------------------------------|
| <i>Revenue: (accrual)</i> | | | | | |
| Asbestos | \$0.00 | \$1,021.19 | \$1,021.19 | \$2,000.00 | \$6,000.00 |
| Elk Point | 0.00 | 19,793.04 | 19,793.04 | 20,800.00 | \$62,400.00 |
| Centerville | 0.00 | 7,188.43 | 7,188.43 | 4,666.67 | 14,000.00 |
| Beresford | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Clay County Garbage | 0.00 | 272,449.12 | 272,449.12 | 275,000.00 | 825,000.00 |
| Compost-Yd Waste-Wood | 0.00 | 1,097.30 | 1,097.30 | 3,166.67 | 9,500.00 |
| Contaminated Soil | 0.00 | 2,953.92 | 2,953.92 | 2,500.00 | 7,500.00 |
| White Goods | 0.00 | 316.00 | 316.00 | 2,000.00 | 6,000.00 |
| Tires | 0.00 | 2,456.50 | 2,456.50 | 3,333.33 | 10,000.00 |
| Electronics | 0.00 | 150.00 | 150.00 | 2,000.00 | 6,000.00 |
| Other Revenue | 4,356.52 | 0.00 | 4,356.52 | 1,700.00 | 5,100.00 |
| Cash long | (7.03) | 0.00 | (7.03) | 0.00 | 0.00 |
| Rubble | 9,851.91 | 0.00 | 9,851.91 | 17,333.33 | 52,000.00 |
| Transfer Fees | 509,639.48 | 0.00 | 509,639.48 | 450,000.00 | 1,350,000.00 |
| Metal | 2,339.10 | 0.00 | 2,339.10 | 1,666.67 | 5,000.00 |
| Other Operational - Solid Waste | 0.00 | 0.00 | 0.00 | 33.33 | 100.00 |
| Total Revenue | 526,179.98 | 307,425.50 | 833,605.48 | 786,200.00 | 2,358,600.00 |
| <i>Expenses: (cash)</i> | | | | | |
| Personal Services | 130,265.21 | 138,105.65 | 268,370.86 | 280,009.33 | 840,028.00 |
| Insurance | 23,259.48 | 0.00 | 23,259.48 | 11,109.33 | 33,328.00 |
| Professional Service/Fees | 17,570.80 | 28,314.62 | 45,885.42 | 63,333.33 | 190,000.00 |
| Non Professional Fees | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Processing- Reduction | 0.00 | 11,297.60 | 11,297.60 | 4,000.00 | 12,000.00 |
| State Fees | 0.00 | 12,694.68 | 12,694.68 | 15,500.00 | 46,500.00 |
| Professional - Legal/Audit | 0.00 | 0.00 | 0.00 | 916.67 | 2,750.00 |
| Publishing & Advertising | 0.00 | 83.40 | 83.40 | 933.33 | 2,800.00 |
| Rental | 0.00 | 0.00 | 0.00 | 166.67 | 500.00 |
| Hauling fee | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Equipment repair | 34.59 | 71,383.10 | 71,417.69 | 22,000.00 | 66,000.00 |
| Motor vehicle repair | 0.00 | 1,525.90 | 1,525.90 | 8,166.67 | 24,500.00 |
| Vehicle fuel & maintenance | 43,725.72 | 17,289.09 | 61,014.81 | 91,666.67 | 275,000.00 |
| Equip, Mat'l & Labor | 5,489.39 | 0.00 | 5,489.39 | 21,666.67 | 65,000.00 |
| Building repair | 1,426.88 | 5,878.57 | 7,305.45 | 8,000.00 | 24,000.00 |
| Facility repair & maintenance | 0.00 | 2,140.54 | 2,140.54 | 11,666.67 | 35,000.00 |
| Postage | 165.48 | 4.38 | 169.86 | 283.33 | 850.00 |
| Office supplies | 388.64 | 95.96 | 484.60 | 1,166.67 | 3,500.00 |
| Copy supplies | 174.26 | 18.13 | 192.39 | 125.00 | 375.00 |
| Uniforms | 176.95 | 1,676.64 | 1,853.59 | 2,500.00 | 7,500.00 |
| Small Tools & Hardware | 384.99 | 0.00 | 384.99 | 83.33 | 250.00 |
| Travel & Training | 0.00 | 951.90 | 951.90 | 1,500.00 | 4,500.00 |
| Operating supply | 0.00 | 54,167.16 | 54,167.16 | 60,866.67 | 182,600.00 |
| Electricity | 3,419.95 | 5,248.27 | 8,668.22 | 10,333.33 | 31,000.00 |
| Heating Fuel - Gas | 13,551.20 | 13,998.17 | 27,549.37 | 15,166.67 | 45,500.00 |
| Water | 999.66 | 176.50 | 1,176.16 | 1,200.00 | 3,600.00 |
| WW service | 737.58 | 0.00 | 737.58 | 433.33 | 1,300.00 |
| Landfill | 70.83 | 0.00 | 70.83 | 100.00 | 300.00 |
| Telephone | 221.41 | 1,555.11 | 1,776.52 | 1,066.67 | 3,200.00 |
| Depreciation (est) | 91,579.44 | 84,328.00 | 175,907.44 | 151,898.67 | 455,696.00 |
| Trench Depletion | | 89,537.47 | 89,537.47 | 76,666.67 | 230,000.00 |
| Closure/Postclosure Resrv | | 3,808.53 | 3,808.53 | 8,666.67 | 26,000.00 |
| Amortization of Permit | | 612.86 | 612.86 | 500.00 | 1,500.00 |
| Total Op Expenses | 333,642.46 | 544,892.23 | 878,534.69 | 871,692.33 | 2,615,077.00 |

| Joint Power Transfer/Landfill Description | Yankton Transfer | Vermillion Landfill | Total Joint | 4 Month Budget | Legal 2023 Budget |
|--|---------------------|------------------------|----------------|-------------------|----------------------|
| <i>Non Operating Expense-Interest</i> | 3,268.87 | 8,375.70 | 11,644.57 | 24,487.00 | 73,461.00 |
| <i>Bond Issuance Costs</i> | 0.00 | 0.00 | \$0.00 | 0.00 | 10,000.00 |
| <i>Operating Income (Loss)</i> | \$189,268.65 | (\$245,842.43) | (\$56,573.78) | (\$109,979.33) | (\$339,938.00) |
| <i>Capital:</i> | | | | | |
| Capital Outlay | \$169,461.40 | \$44,172.00 | \$213,633.40 | \$187,333.33 | \$562,000.00 |
| Landfill Development | 0.00 | 96,500.00 | 96,500.00 | 524,666.67 | \$1,574,000.00 |
| Capital Lease | 0.00 | 0.00 | 0.00 | 0.00 | \$0.00 |
| <i>Total Capital Expenditures</i> | \$169,461.40 | \$140,672.00 | \$310,133.40 | \$712,000.00 | \$2,136,000.00 |
| <i>Grant Reimbursement</i> | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| <i>Federal Grant thru State</i> | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| <i>Equipment Sale Proceeds</i> | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| <i>Cash Flow Transfer</i> | (\$258,056.26) | \$258,056.26 | \$0.00 | \$0.00 | \$0.00 |
| <i>Tonage in Trench:</i> | | | | | |
| Asbestos | | 15.71 | 15.71 | 16.67 | 50.00 |
| Centerville Garbage | | 129.52 | 129.52 | 366.67 | 1,100.00 |
| Clay County Garbage | | 4,779.23 | 4,779.23 | 4,833.33 | 14,500.00 |
| Elk Point | | 356.63 | 356.63 | 86.67 | 260.00 |
| Yankton County Garbage | | 7,413.59 | 7,413.59 | 7,966.67 | 23,900.00 |
| <i>Total Tonage in Trench</i> | | 12,694.68 | 12,694.68 | 13,270.00 | 39,810.00 |
| Operating Cost per ton | | | \$69.20 | \$67.53 | \$67.53 |

| Joint Recycling Center | Yankton | Vermillion | Total | 4 Month | Legal |
|---------------------------------------|---------------|----------------------|----------------------|-----------------------|-----------------------|
| Description | Transfer | Center | Joint | Budget | 2023 Budget |
| <i>Revenue:</i> | | | | | |
| Tipping Fees | \$0.00 | 0.00 | \$0.00 | 0.00 | 0.00 |
| Metal/Tin | 0.00 | 3,556.42 | 3,556.42 | 833.33 | 2,500.00 |
| Plastic | 0.00 | 3,182.50 | 3,182.50 | 5,000.00 | 15,000.00 |
| Aluminum | 0.00 | 6,618.48 | 6,618.48 | 5,333.33 | 16,000.00 |
| Newsprint | 0.00 | 902.25 | 902.25 | 3,000.00 | 9,000.00 |
| Cardboard | 0.00 | 7,799.39 | 7,799.39 | 16,666.67 | 50,000.00 |
| High Grade Paper | 0.00 | 0.00 | 0.00 | 1,666.67 | 5,000.00 |
| Other Material | 0.00 | 144.07 | 144.07 | 2,666.67 | 8,000.00 |
| Contributions/Operating Grants | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Total Revenue | 0.00 | 22,203.11 | 22,203.11 | 35,166.67 | 105,500.00 |
| <i>Expenses:</i> | | | | | |
| Personal Services | 0.00 | 71,398.34 | 71,398.34 | 87,364.33 | 262,093.00 |
| Insurance | 0.00 | 0.00 | 0.00 | 800.00 | 2,400.00 |
| Professional Service/Fees | 0.00 | 723.00 | 723.00 | 166.67 | 500.00 |
| Hazardous Waste Collection | 0.00 | 504.00 | 504.00 | 16,666.67 | 50,000.00 |
| Professional-Legal | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Publishing & Advertising | 0.00 | 239.85 | 239.85 | 500.00 | 1,500.00 |
| Rental | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Equipment repair | 0.00 | 1,942.34 | 1,942.34 | 3,166.67 | 9,500.00 |
| Vehicle repair & maintenance | 0.00 | 7.93 | 7.93 | 233.33 | 700.00 |
| Vehicle fuel | 0.00 | 1,530.69 | 1,530.69 | 2,000.00 | 6,000.00 |
| Building repair & maintenance | 0.00 | 2,081.97 | 2,081.97 | 1,000.00 | 3,000.00 |
| Postage | 0.00 | 1.09 | 1.09 | 16.67 | 50.00 |
| Freight | 0.00 | 3,800.00 | 3,800.00 | 6,166.67 | 18,500.00 |
| Office supplies | 0.00 | 5.72 | 5.72 | 333.33 | 1,000.00 |
| Uniforms | 0.00 | 0.00 | 0.00 | 250.00 | 750.00 |
| Materials Purchases | 0.00 | 921.40 | 921.40 | 1,500.00 | 4,500.00 |
| Travel & Training | 0.00 | 1,269.20 | 1,269.20 | 666.67 | 2,000.00 |
| Operating Supplies | 0.00 | 29.97 | 29.97 | 3,333.33 | 10,000.00 |
| Copy Supply | 0.00 | 59.11 | 59.11 | 66.67 | 200.00 |
| Electricity | 0.00 | 1,848.17 | 1,848.17 | 2,166.67 | 6,500.00 |
| Heating Fuel-Gas | 0.00 | 4,610.22 | 4,610.22 | 1,666.67 | 5,000.00 |
| Water | 0.00 | 118.11 | 118.11 | 216.67 | 650.00 |
| WW service | 0.00 | 612.98 | 612.98 | 400.00 | 1,200.00 |
| Telephone | 0.00 | 569.88 | 569.88 | 283.33 | 850.00 |
| Revenue Sharing | 0.00 | 1,217.35 | 1,217.35 | 2,900.00 | 8,700.00 |
| Depreciation (est) | 0.00 | 15,888.00 | 15,888.00 | 12,666.67 | 38,000.00 |
| Total Op Expenses | 0.00 | 109,379.32 | 109,379.32 | 144,531.00 | 433,593.00 |
| <i>Non Operating Expense-Interest</i> | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Operating Income (Loss) | \$0.00 | (\$87,176.21) | (\$87,176.21) | (\$109,364.33) | (\$328,093.00) |
| Capital Outlay | \$0.00 | \$44,172.00 | \$44,172.00 | \$31,333.33 | \$94,000.00 |
| Grant Reimbursement/Donations | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Cash Flow Transfer | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |

This report is based on the following:

Revenue accrual thru April 30, 2023

Expenses cash thru April 30, 2023 with May bills

2023 Joint Powers Total Operations Recap

| Month | Yankton Transfer | Vermillion Landfill | Total | Total Tons | \$ per ton | Recycling | | | Yankton Operations | Vermillion Operations | Total Operations |
|----------|------------------|---------------------|-------------|------------|------------|-----------|-------------|-------------|--------------------|-----------------------|------------------|
| | | | | | | Yankton | Vermillion | Total | | | |
| January | 54,907.34 | (28,593.80) | 26,313.54 | 3,011.04 | 52.80 | 0.00 | (15,156.68) | (15,156.68) | 54,907.34 | (43,750.48) | 11,156.86 |
| February | 21,977.75 | (80,063.90) | (58,086.15) | 2,658.23 | 89.93 | 0.00 | (19,218.14) | (19,218.14) | 21,977.75 | (99,282.04) | (77,304.29) |
| Subtotal | 76,885.09 | (108,657.70) | (31,772.61) | 5,669.27 | 70.21 | 0.00 | (34,374.82) | (34,374.82) | 76,885.09 | (143,032.52) | (66,147.43) |
| March | 33,691.86 | (48,590.14) | (14,898.28) | 3,332.59 | 58.66 | 0.00 | (23,601.62) | (23,601.62) | 33,691.86 | (72,191.76) | (38,499.90) |
| Subtotal | 110,576.95 | (157,247.84) | (46,670.89) | 9,001.86 | 71.10 | 0.00 | (57,976.44) | (57,976.44) | 110,576.95 | (215,224.28) | (104,647.33) |
| April | 81,960.57 | (80,218.89) | 1,741.68 | 3,692.82 | 64.60 | 0.00 | (29,099.77) | (29,099.77) | 81,960.57 | (109,318.66) | (27,358.09) |
| Subtotal | 192,537.52 | (237,466.73) | (44,929.21) | 12,694.68 | 69.20 | 0.00 | (87,076.21) | (87,076.21) | 192,537.52 | (324,542.94) | (132,005.42) |

5/8/2023

City of Yankton Transfer Station
Landfill Tons

| Date | City | | | | | Sub-Total | All Other | Total Transfer |
|----------------|---------------------|------------------|---------------|------------------------|-----------------|-----------|-----------|----------------|
| | Compactors (577) | Janssen (547) | Arts (586) | Loren Fischer (648) | Kortan (673) | | | |
| January 2023 | 254.54 | 529.24 | 417.71 | 71.17 | 30.29 | 1,048.41 | 423.28 | 1,726.23 |
| February 2023 | 215.76 | 507.35 | 405.54 | 55.01 | 29.26 | 997.16 | 375.85 | 1,588.77 |
| March 2023 | 261.67 | 572.16 | 479.40 | 65.48 | 41.13 | 1,158.17 | 535.73 | 1,955.57 |
| April 2023 | 257.22 | 574.36 | 540.02 | 58.16 | 34.50 | 1,207.04 | 855.06 | 2,319.32 |
| 2023 Total | 989.19 | 2,183.11 | 1,842.67 | 249.82 | 135.18 | 4,410.78 | 19,303.35 | 24,703.32 |
| January 2022 | 258.69 | 515.97 | 411.98 | 59.08 | 29.31 | 1,016.34 | 331.11 | 1,606.14 |
| February 2022 | 217.91 | 548.02 | 370.93 | 67.84 | 29.20 | 1,015.99 | 304.16 | 1,538.06 |
| March 2022 | 262.23 | 665.38 | 479.74 | 61.13 | 35.34 | 1,241.59 | 536.56 | 2,040.38 |
| April 2022 | 249.31 | 581.31 | 446.18 | 65.70 | 36.42 | 1,129.61 | 682.08 | 2,061.00 |
| May 2022 | 279.47 | 705.94 | 565.54 | 64.83 | 36.49 | 1,372.80 | 680.16 | 2,332.43 |
| June 2022 | 284.91 | 790.62 | 532.96 | 55.20 | 45.33 | 1,424.11 | 664.58 | 2,373.60 |
| July 2022 | 266.85 | 664.17 | 513.64 | 71.59 | 41.42 | 1,290.82 | 685.21 | 2,242.88 |
| August 2022 | 299.82 | 727.50 | 588.65 | 62.56 | 36.52 | 1,415.23 | 650.07 | 2,365.12 |
| September 2022 | 279.11 | 666.71 | 464.24 | 91.13 | 43.62 | 1,265.70 | 738.06 | 2,282.87 |
| October 2022 | 257.32 | 657.02 | 481.32 | 78.30 | 32.91 | 1,249.55 | 571.62 | 2,078.49 |
| November 2022 | 270.52 | 557.40 | 442.87 | 65.99 | 31.40 | 1,097.66 | 426.01 | 1,794.19 |
| December 2022 | 246.35 | 517.11 | 401.13 | 63.76 | 37.87 | 1,019.87 | 377.63 | 1,643.85 |
| 2022 Total | 3,172.49 | 7,597.15 | 5,699.18 | 807.11 | 435.83 | 14,539.27 | 6,647.25 | 24,359.01 |

CITY OF VERMILLION
LANDFILL TONS

| | 2023 | Art's Garbage | City of Elk Point | Fischer Disposal | Loren Fischer | Herm's Sanitation | Turner County | Vermillion Garbage | Waste Mgmt of Sioux City | Other | 2023 Tons |
|-----------------|-------|------------------|----------------------|---------------------|------------------|----------------------|------------------|-----------------------|-----------------------------|----------|--------------|
| \$55.50 PER TON | Jan | - | 94.06 | 208.46 | 477.13 | 49.46 | 38.28 | 58.77 | 225.10 | 104.42 | 1255.68 |
| | Feb | - | 79.40 | 181.63 | 355.54 | 30.66 | 19.69 | 60.18 | 210.63 | 224.63 | 1162.36 |
| | Mar | - | 92.62 | 214.46 | 498.46 | 43.52 | 35.84 | 68.96 | 240.13 | 200.48 | 1394.47 |
| | April | - | 90.55 | 216.86 | 514.73 | 52.34 | 35.71 | 67.55 | 228.19 | 262.65 | 1468.58 |
| | May | | | | | | | | | | 0.00 |
| | June | | | | | | | | | | 0.00 |
| | July | | | | | | | | | | 0.00 |
| | Aug | | | | | | | | | | 0.00 |
| | Sept | | | | | | | | | | 0.00 |
| | Oct | | | | | | | | | | 0.00 |
| | Nov | | | | | | | | | | 0.00 |
| | Dec | | | | | | | | | | 0.00 |
| | | | 0.00 | 356.63 | 821.41 | 1845.86 | 175.98 | 129.52 | 255.46 | 904.05 | 792.18 |
| \$53.00 PER TON | Jan | 18.45 | 77.97 | 192.36 | 439.25 | 25.79 | 16.64 | 66.39 | 199.67 | 217.79 | 1254.31 |
| | Feb | 32.68 | 72.96 | 177.91 | 353.42 | 27.01 | 16.86 | 58.15 | 180.46 | 85.39 | 1004.84 |
| | Mar | 8.25 | 98.62 | 213.95 | 458.65 | 35.35 | 26.46 | 57.19 | 224.86 | 179.16 | 1302.49 |
| | April | 12.47 | 81.41 | 215.56 | 496.52 | 34.20 | 31.97 | 60.88 | 188.94 | 327.84 | 1449.79 |
| | May | 29.00 | 105.65 | 266.28 | 711.14 | 52.88 | 32.39 | 70.24 | 241.82 | 231.86 | 1741.26 |
| | June | 17.89 | 91.14 | 236.58 | 626.16 | 34.66 | 29.54 | 59.09 | 201.45 | 347.74 | 1644.25 |
| | July | 32.06 | 83.13 | 216.39 | 580.54 | 45.24 | 28.40 | 56.90 | 200.28 | 520.05 | 1762.99 |
| | Aug | 24.81 | 99.87 | 267.81 | 704.11 | 53.07 | 37.82 | 68.59 | 234.75 | 420.31 | 1911.14 |
| | Sept | - | 92.38 | 238.37 | 560.29 | 46.39 | 11.55 | 97.32 | 240.87 | 695.82 | 1982.99 |
| | Oct | - | 82.67 | 214.91 | 566.70 | 39.94 | 31.00 | 63.31 | 224.39 | 542.73 | 1765.65 |
| | Nov | - | 96.00 | 212.88 | 563.59 | 44.62 | 30.92 | 63.60 | 218.85 | 359.54 | 1590.00 |
| | Dec | - | 93.88 | 191.19 | 385.16 | 43.76 | 32.11 | 56.55 | 226.55 | 1,348.93 | 2378.13 |
| | | | 175.61 | 1075.68 | 2644.19 | 6445.53 | 482.91 | 325.66 | 778.21 | 2582.89 | 5277.16 |

City of Yankton

Airport Advisory Board Meeting Minutes For

April 26th, 2023

The April 26th, 2023 Airport Advisory Board Meeting was called to order at 8:00AM by Chairman Jim Cox.

ROLL CALL:

Present from the Airport Advisory Board: Jim Cox, Mary Boyer, Steve Hamilton, Jake Hoffner, Rick Daugherty, Dan Specht, and City Commission Representative Tony Maibaum.

Present from the City of Yankton: Amy Leon, Adam Haberman, Mike Roinstad, Brad Moser, Brooke Goeden, and Trevor Paulsen (YKN intern).

Present from KLJ: Aaron Storm

Also present: John Halstad and Nick Moser

Minutes from March 15th, 2023

23-06 MOTION -- It was moved by Specht and seconded by Hamilton to approve the minutes of the March 15th, 2023 Airport Advisory Board Meeting.

VOTE - Voting "Aye" - all members present. Voting "Nay" - none.

MOTION – PASSED

Monthly Fuel Report:

Mike Roinstad provided the monthly fuel report for March 2023. In March 2023, there were 41 transactions, totaling 3,524.7 gallons sold. For comparison, in March 2022, there were 46 transactions, totaling 3,158.1 gallons sold.

Staff Report:

Adam Haberman stated we've received 2 submittals for the Airport Advisory Board.

Haberman stated staff attended the 2023 South Dakota Airports Conference. There was a lot of information on funding and grants, especially at the federal level. Mike Roinstad mentioned one of the talks he attended was showcasing a new technology that tracks base aircraft.

Haberman confirmed that our state inspections went very well this year.

Haberman stated that a contractor has been lined up to install irrigation in front of the airport. Haberman circulated the City of Yankton's Capital Improvement Plan (CIP) and went thru the list of budget items pertaining to the airport.

Corporate Hangar:

A meeting, with all parties, was held on Thursday, March 16th, 2023 to discuss the proposed agreement. There was great conversations and questions, and it was decided that the agreement would go in front of the City Commission.

23-07 MOTION -- It was moved by Specht and seconded by Hoffner to send the agreement to the City Commission.

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

City Commission Liaison Tony Maibaum – Abstained.

MOTION – PASSED

North Taxilane & Access Road Project Update:

Aaron Storm, engineer at KLJ, stated FAA grant applications are due on May 5th, 2023. Grants will be drafted in May 2023 and, ideally, will be funded in June 2023. Storm also went over the 10-year Capital Improvement Plan for YKN airport.

Other Business:

Jake Hoffner gave a recap on the brainstorming meeting that was scheduled Friday, March 17th, 2023 at 10:00AM. Meeting was well attended and the discussion generated many wonderful ideas as to how we can make YKN a bigger part of the community.

Chairman Cox quested some of the language on one of the hangar leases regarding insurance. Edits to the lease will be made.

Adjournment

23-08 MOTION –It was moved by Daugherty and seconded by Maibaum to adjourn the meeting.

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

Meeting adjourned at 9:29AM

Respectfully Submitted,

Adam Haberman, Secretary

Publishing Dates: May 23 & 25, 2023

ADVERTISEMENT FOR BIDS

Notice is hereby given that the City of Yankton, South Dakota, will receive bids for the **Elm Street Reconstruction from 20th Street to 21st Street.**

The project includes the following major construction items:

| | | |
|---|------|----|
| Removal of Asphalt Pavement | 2586 | SY |
| 6" PCC Pavement | 2626 | SY |
| Aggregate Base Course | 3216 | SY |
| 6" PVC Watermain C-900 | 717 | LF |
| And Other Miscellaneous and Landscape Items | | |

Owner reserves the right to make the award based on the lowest responsive bid.

Sealed bids will be received for the City Commission of the City of Yankton, South Dakota, at the office of the City Finance Officer of said City until 3:00 PM or may be hand delivered to the place of opening at 3:00 PM on the 15th day of June, 2023, at which time they will be publicly opened and read in the Second Floor Meeting Room B, of City Hall, located at 416 Walnut Street in Yankton, South Dakota. Disposition of said bids is expected to be held on the 26th day of June, 2023, after 7:00 PM, in the Career Manufacturing Technical Education Academy, at 1200 W. 21st Street, Yankton, South Dakota.

Drawings, Specifications and Contract Documents may be obtained at the City Engineer's Office, 416 Walnut Street, Yankton, SD, 57078, or by going to: <http://www.cityofyankton.org/how-do-i/bid-rfp-posts-list>. With any questions, please call 605-668-5251.

The Bidder to whom the contract is awarded will be required to furnish a construction performance bond and a construction payment bond to the OWNER in the amount of one hundred percent (100%) of the contract award for each bond, in conformance with the requirements of the Contract Documents. The construction performance bond and construction payment bond shall remain in full force until the completion of the Contract as specified in the General Conditions.

Each Bid must be accompanied by a certified check, cashier's check or draft in the amount of 5% of the base bid and all add alternates and drawn on a State or National Bank or a 10% bid bond issued by a surety authorized to do business in the State of South Dakota and made payable to the City of Yankton.

The bid guarantee will be retained by the OWNER as liquidated damages if the successful bidder refuses or fails to enter into an Agreement within ten (10) days after Notice of Award or fails at time of executing the contract to furnish a construction performance bond and construction payment bond guaranteeing the faithful performance of the work.

Bids may not be withdrawn after the time fixed for opening them. The OWNER reserves the right to reject any and all bids, and to waive any irregularities therein.

Adam Haberman, Public Works Director
City of Yankton, South Dakota

NOTICE OF HEARING UPON APPLICATION
FOR SALE OF ALCOHOLIC BEVERAGES

NOTICE IS HEREBY GIVEN that an application has been received by the Board of City Commissioners of the City of Yankton, South Dakota, for a Special Events Malt Beverage (on-sale) Retailers License and a Special (on-sale) Wine Retailers License for 1 day, July 21st, 2023, from The Center (Kriss Thury, Executive Director), 900 Whiting Drive, Yankton, South Dakota.

NOTICE IS FURTHER GIVEN that a Public Hearing upon the application will be held on Monday, June 12th, 2023 at 7:00 p.m. in the City of Yankton Community Meeting Room at the Career Manufacturing Technical Education Academy, 1200 West 21st Street, Yankton, South Dakota, where any person or persons interested in the approval or rejection of the above application may appear and be heard.

Dated at Yankton, South Dakota
this 22nd May, 2023.



Al Viereck
FINANCE OFFICER

Memorandum #23-90

To: City Manager
From: Finance Department
Date: May 15, 2023
Subject: Transient Merchant

We have received the following application from Martha's Crafts:

Martha's Crafts
JoDean's
2809 Broadway
Yankton, SD 57078

The applicant is requesting a license to sell yard art & metal décor at JoDean's from August 4th, 2023 to September 4th, 2023.

A check with the State Sales Tax office revealed that the applicant does pay State Sales Tax.

City Code also requires the applicant to pay a fee of \$50.00 per month and file insurance with the Finance Officer. We have received the fee and proof of insurance.



Al Viereck
Finance Officer

Memorandum #23-91

To: City Manager
From: Finance Department
Date: May 15, 2023
Subject: Rock 'N' Rumble Licenses

We have received the following application from Rock 'N' Rumble:

1. Transient Merchant – July 22, 2023
2. Special Events Dance – July 22, 2023

All fees have been paid and proof of insurance has been furnished.



Al Viereck
Finance Officer

Memorandum #23-93

To: City Manager
From: Finance Department
Date: May 15, 2023
Subject: Special Events RETAIL (on-sale) Liquor License-Rock 'N' Rumble

We have received an application for a Special Events (on-sale) Liquor License for July 22, 2023 from Rock 'N' Rumble, Inc. (Michael Carda, President), dba Rock 'N' Rumble, 3rd St. from Douglas to ½ block East on Capitol, plus intersecting Capitol Street, ¼ Block North to ½ Block South, Yankton, S.D.

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



Al Viereck
Finance Officer

Memorandum #23-84
Second Reading and Public Hearing

To: Amy Leon, City Manager
From: Dave Mingo, AICP Community and Economic Development Director
Subject: Planning Commission Action #23-06 / Resolution #23-18
Date: May 12, 2023

REQUEST TO VACATE R-O-W

ACTION NUMBER: 23-06

E.T.J. MEMBER ACTION REQUIRED: No

APPLICANT / PETITIONERS: Steve and Lori Drotzmann.

ADDRESS / LOCATION: Adjacent to 1201 Dakota Street.

PROPERTY DESCRIPTION: The west 7 feet of Dakota Street right-of-way lying north of 12th Street and adjacent to Lot 1 in Block 1 of Dakota West Addition to the City of Yankton, Yankton County, South Dakota. Please reference the attached map and surveyor's certificate.

ZONING DISTRICT: R-2 Single Family Residential.

PREVIOUS ACTION: None.

COMMENTS: Consideration of a right-of-way vacation is a quasi-judicial process so the rules regarding ex parte communication apply. Planning Commissioners and City Commissioners should refrain from individual discussions or site visits regarding the issue.

The petitioners are requesting a vacation of a sliver of Dakota Street right-of-way that does not align with the continued corridor to the north. The right-of-way width for this short section was platted at a time when there was consideration of having an 80 foot wide corridor extend north of 12th Street. The City's standard right-of-way width in residential areas is 66 feet so the newer plats to the north accommodate that standard dimension.

It is staff's opinion that this is a basic request that meets the provisions of all current ordinance requirements. Vacating the 7 foot wide strip of right-of-way as described would simply make the corridor uniform with the dimension to the north. There are no known utilities in the identified section of right-of-way.

Staff recommends approval of the proposed ROW vacation.

HEARING SCHEDULE:

- April 10, 2023: Planning Commission reviews and makes recommendation.
- May 8, 2023: City Commission establishes May 22, 2023 as the date for a public hearing.
- May 22, 2023: City Commission holds hearing and makes final decision.
- May 31, 2023: Approximate date that resolution is published.
- June 20, 2023: Approximate date that the resolution is effective.

Planning Commission results: The Planning Commission recommended approval of the proposed right of way vacation.

Prepared by:
City of Yankton
PO Box 176
Yankton, SD 57078
(605) 668-5251

RESOLUTION #23-18

RIGHT-OF-WAY VACATION

WHEREAS, the City of Yankton has conducted the process to vacate the identified Right-of-Way known as The west 7 feet of Dakota Street right-of-way lying north of 12th Street and adjacent to Lot 1 in Block 1 of Dakota West Addition to the City of Yankton, Yankton County, South Dakota. Please reference the associated map and surveyor's certificate / Exhibit A. Steve and Lori Drotzmann applicants.

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 of applicable utilities involved has determined that good cause exists for vacating the described Right-of-Way.

NOW THEREFORE BE IT RESOLVED, that the west 7 feet of Dakota Street right-of-way lying north of 12th Street and adjacent to Lot 1 in Block 1 of Dakota West Addition to the City of Yankton, Yankton County, South Dakota be vacated.

Adopted:

Stephanie Moser, Mayor

Attest:

Al Viereck, Finance Officer

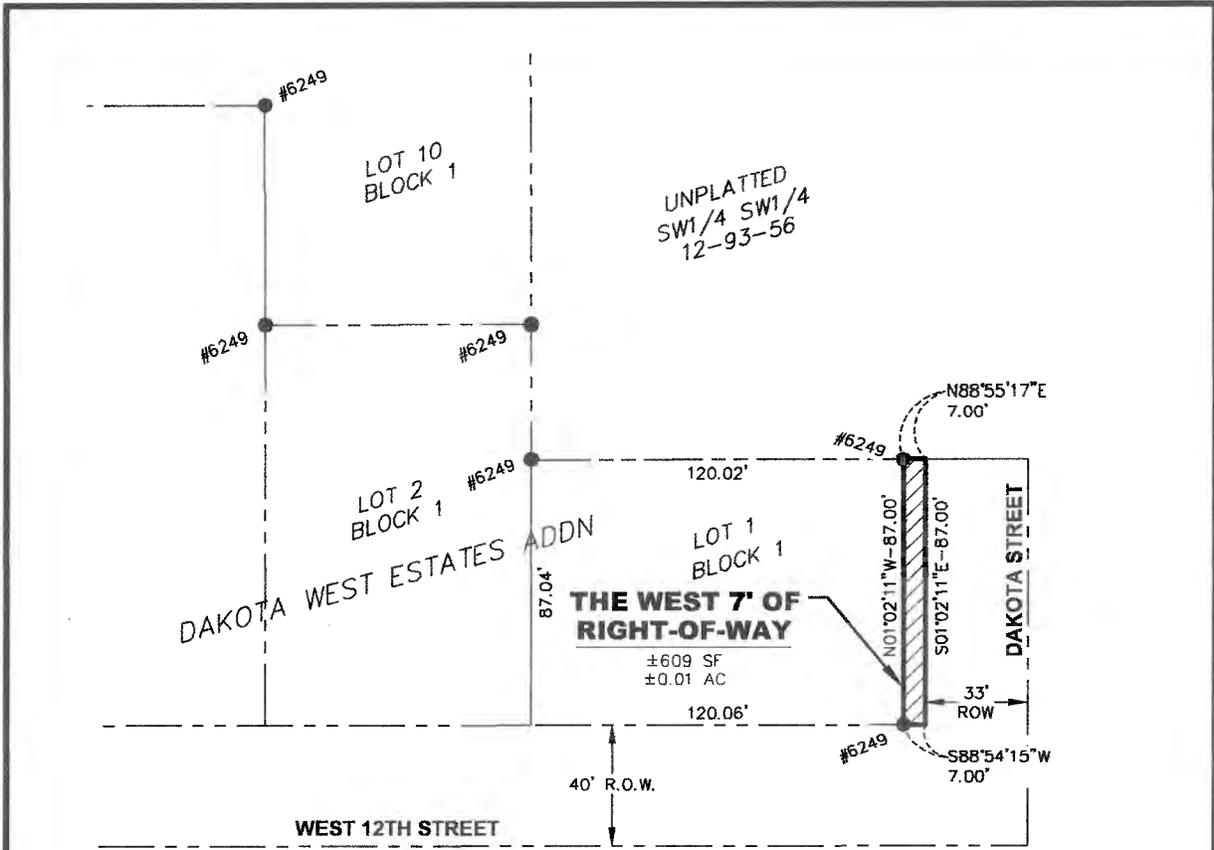


City of Yankton

Right of Way Vacation Location Map

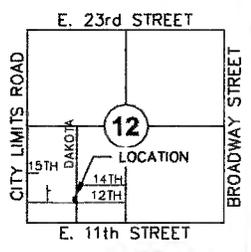
The West 7' of Dakota Street ROW lying North of W 12th Street in the City of Yankton





LEGEND

- - - - - EXISTING EASEMENT LINE
- - - - - PROPERTY LINE
- - - - - RIGHT OF WAY LINE
- - - - - CENTER LINE
- - - - - SECTION LINE
- - - - - QUARTER LINE
- - - - - SIXTEENTH LINE
-  - VACATED AREA
-  - FOUND MONUMENT
-  - FOUND SECTION CORNER
- (100.00') - PREVIOUSLY PLATTED DIMENSION



LEGAL DESCRIPTION OF VACATED RIGHT-OF-WAY
 THE WEST 7 FEET OF DAKOTA STREET
 RIGHT-OF-WAY LYING NORTH OF WEST 12TH
 STREET AND ADJACENT TO LOT 1 IN BLOCK 1
 OF DAKOTA WEST ADDITION TO THE CITY OF
 YANKTON, YANKTON COUNTY, SOUTH DAKOTA AS
 SHOWN.

I HEREBY CERTIFY THAT THIS SURVEY EXHIBIT WAS
 PREPARED BY ME OR UNDER MY DIRECT PERSONAL
 SUPERVISION AND THAT I AM A DULY LICENSED
 LAND SURVEYOR UNDER THE LAWS OF THE STATE
 OF SOUTH DAKOTA.

BY  3-14-23
 JOSHUA R. VANDERWERF, L.S. #10958 (DATE)

KEY MAP
 SECTION 12-93-56

| | | | |
|---|------------------------|--|---|
|  | Project Manager: JRW | RIGHT-OF-WAY VACATION EXHIBIT "A" | LOT 1, BLOCK 1, DAKOTA WEST ADDITION YANKTON, SD |
| | Designer: JRW | | |
| | Project Number: 667143 | | |
| | Phone: (605) 339-4157 | | |

Memorandum #23-85

To: Amy Leon, City Manager
From: Dave Mingo, AICP Community and Economic Development Director
Subject: Planning Commission Action #23-13 / Resolution #23-19
Date: May 12, 2023

PLAT REVIEW

ACTION NUMBER: 23-13

E.T.J. MEMBER ACTION REQUIRED: No

OWNER / APPLICANT: Bob Law Inc.

ADDRESS / LOCATION: One quarter mile west of West City Limits Road, north of the future 25th Street.

PROPERTY DESCRIPTION: Tracts 2, 3, & 4 of Law Addition in the N1/2 of the SE1/4 of Section 2, T93N, R56W of the 5th P.M., City and County of Yankton, South Dakota.

ZONING DISTRICT: ETJ A1 Agricultural.

PREVIOUS ACTION: None.

COMMENTS: The proposed plat creates a gross boundary area for two purposes:

1. To prepare the property for ownership transfer.
2. To create a legal description for city annexation.

Any further subdivision of the property would be subject to the city's standard subdivision review process including all engineering submittals. The proposed plat does not create a lot for the issuance of any type of building permit. Staff has prepared, and the owner has executed, the attached Subdivider's Agreement which clearly defines the purposes described above.

The area identified is planned to become "Garden Estates," the future location of a new housing subdivision.

Staff recommends approval of the plat and associated Subdivider's Agreement.

MEETING SCHEDULE:

- | | |
|---------------|---|
| May 8, 2023: | The Planning Commission reviews the plat and makes a recommendation to the City Commission. |
| May 22, 2023: | The City Commission reviews the plat and acts on the associated resolution. |

Planning Commission results: The Planning Commission recommended approval of the proposed plat and Subdivider's Agreement.

_____ Roll Call

RESOLUTION #23-19

WHEREAS, it appears from an examination of the plat of Tracts 2, 3, & 4 of Law Addition in the N1/2 of the SE1/4 of Section 2, T93N, R56W of the 5th P.M., City and County 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 and is subject to County review.

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

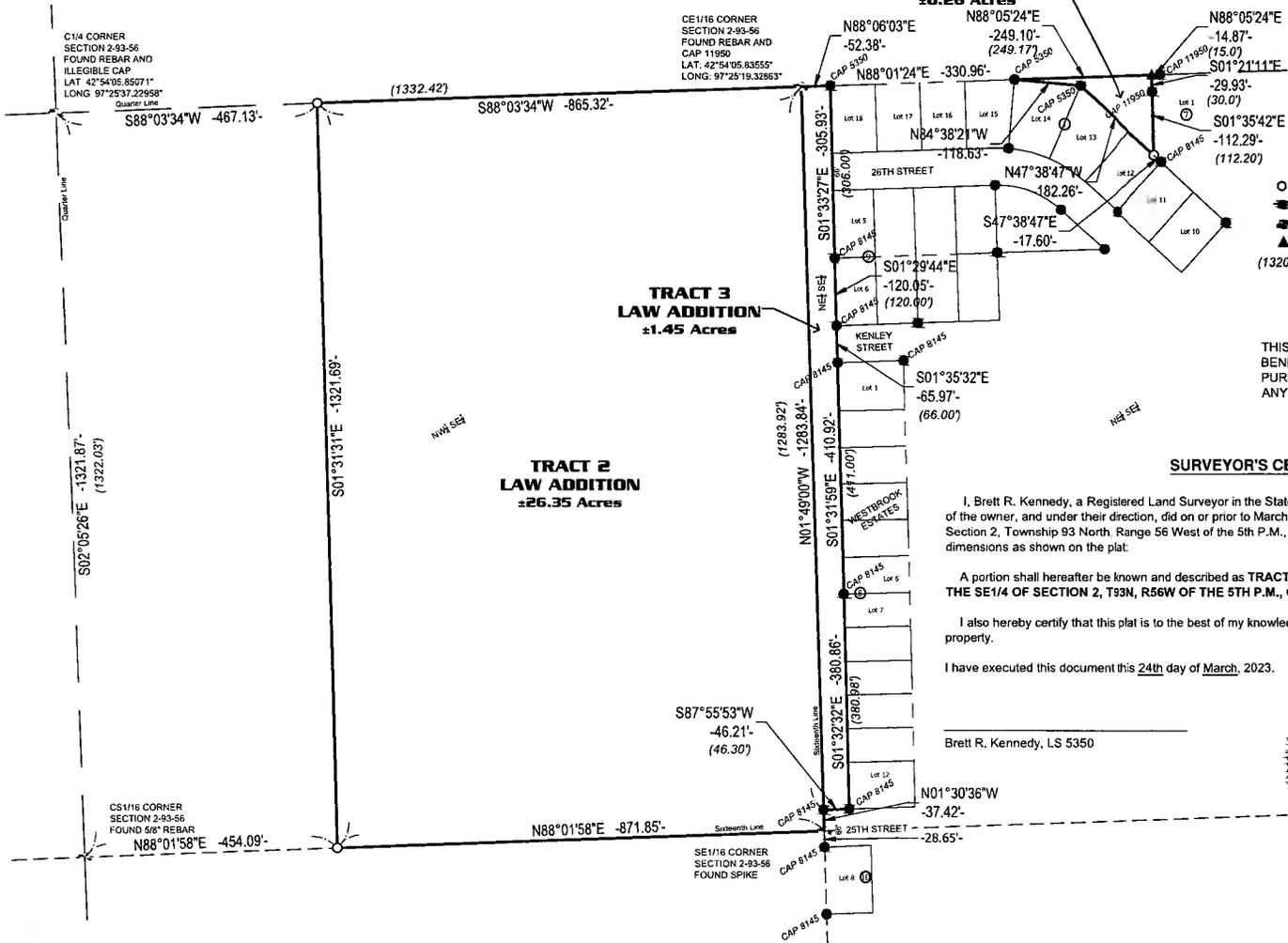
Plat Location Map

Plat of Tracts 2, 3, & 4 of Law Addition in the N1/2 of the SE1/4 of Section 2,
T93N R56W of the 5th P.M., City and County of Yankton, South Dakota



PLAT OF TRACTS 2, 3 AND 4 OF LAW ADDITION

IN THE N1/2 OF THE SE1/4 OF SECTION 2, TOWNSHIP 93 NORTH, RANGE 56 WEST OF THE 5TH P.M., CITY AND COUNTY OF YANKTON, SOUTH DAKOTA CONTAINING 1,222,443 SQ.FT. (28.06 ACRES) MORE OR LESS



- LEGEND:**
- SET 5/8" x 18" REBAR STAMPED "KENNEDY 5350"
 - FOUND CORNER AS NOTED
 - FOUND SECTIONAL CORNER AS NOTED
 - INACCESSIBLE CORNER
 - RECORD DISTANCE FROM PLAT OR DEED (1320.25')

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 March 23, 2023 I have surveyed the N1/2 of the SE1/4 of Section 2, Township 93 North, Range 56 West of the 5th P.M., Yankton County, South Dakota, with area and dimensions as shown on the plat:

A portion shall hereafter be known and described as TRACTS 2, 3 AND 4 OF LAW ADDITION IN THE N1/2 OF THE SE1/4 OF SECTION 2, T93N, R56W OF THE 5TH P.M., CITY AND COUNTY 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 24th day of March, 2023.

Brett R. Kennedy, LS 5350



Tracts 2, 3 and 4 Law Addition
City and County of Yankton, South Dakota
SE PROJECT # 22098

| | |
|----------|-----------------|
| Map Name | 154102319 2.dwg |
| Rev. no. | |
| | |
| | |
| | |

Prepared by:
The City of Yankton
PO Box 176
Yankton, SD 57078

Subdivider's Agreement

Tracts 2, 3 and 4 of Law Addition In the N1/2 of the SE1/4 of Section 2, Township 93 North, Range 56 West of the 5TH P.M., City and County of Yankton, South Dakota Containing 1,222,443 sq. ft. (28.06 Acres) more or less

This agreement made this ____ day of _____, 2023, between Bob Law Inc., hereinafter called "Subdivider", and the City of Yankton, a municipal corporation of the State of South Dakota, located in Yankton County, hereinafter called the "City."

WHEREAS, the Subdivider is the owner of approximately 28.06 acres of land in or adjacent to the City, said land being described as follows:

Tracts 2, 3 and 4 of Law Addition in the N1/2 of the SE1/4 of Section 2, Township 93 North, Range 56 West of the 5TH P.M., City and County of Yankton, South Dakota containing 1,222,443 sq. ft. (28.06 Acres) more or less.

WHEREAS, the Subdivider desires to create a legal description allowing for the transfer and annexation of the described land.

NOW, THEREFORE, IN CONSIDERATION OF THE GRANTING OF APPROVAL OF THE ABOVE DESCRIBED PLAT OF LAND, the Subdivider and the City of Yankton do hereby acknowledge the following:

Section I. Specific Provisions of the Agreement

1. The submittal and approval of the described plat are for the purposes of creating a legal description for the purposes of transferring ownership of the land and City annexation of the land.

2. The City and Subdivider acknowledge that the proposed plat in no way constitutes the creation of a subdivision ready for development. Permits for structures on the property will not be requested or granted until such time that a subsequent platting instrument, meeting all of the City's required subdivision regulations, has been submitted by the owner and approved by the City.

The Subdivider hereby acknowledges that this agreement shall be binding upon any grantees, heirs, devisees, legatees or assigns of the undersigned with the same force and effect and validity as agreed by the undersigned personally.

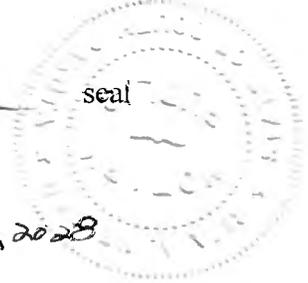
IN WITNESS WHEREOF, the Subdivider has caused this agreement to be signed this 24th day of April, 2023.

by: Bob Law
Bob Law, representing Bob Law, Inc.

ss: State of South Dakota
County of Yankton

Be it remembered that on this 24th day of April, 2023, before me the undersigned, a notary public within and for the County and State aforesaid, personally appeared Bob Law, owner of Bob Law, Inc. known to me to be the persons who are described herein and who executed the foregoing instrument and certificate and acknowledged to me that they executed the same.

Rita A. Nelson
Notary Public



Yankton County, South Dakota
My commission expires on: Sept 26, 2023

Accepted pursuant to Resolution adopted by the Board of City Commissioners of the City of Yankton this _____ day of _____, 2023.

Stephanie Moser, Mayor

ATTEST:

Al Viereck, Finance Officer

Memorandum #23-86

To: Amy Leon, City Manager
From: Dave Mingo, AICP Community and Economic Development Director
Subject: Planning Commission Action #23-14 / Resolution #23-20
Date: May 12, 2023

PLAT REVIEW

ACTION NUMBER: 23-14

E.T.J. MEMBER ACTION REQUIRED: No

OWNER / APPLICANT: Manitou Equipment America, LLC.

ADDRESS / LOCATION: South side of the 1500 and 1600 Blocks of Whiting Drive.

PROPERTY DESCRIPTION: Lots 16, 17 and 18 of Whiting's Subdivision to the City of Yankton, South Dakota.

ZONING DISTRICT: B-2 Highway Business.

PREVIOUS ACTION: None.

COMMENTS: The proposed plat creates two lots and the easements necessary to support their development. The associated infrastructure design information has been submitted. Stormwater management at the site will be accounted for in the construction of any project in accordance with the engineering plan set.

The proposed plat will create two lots that are intended to be available to Yankton Thrive. Thrive plans on facilitating a process that will create workforce housing.

Approval of the development as it moves forward is in large part dependent on the construction of Gehl Drive and the infrastructure improvements associated with that. The City is in the process of preparing for the construction of the Gehl Drive project later this year.

Staff recommends approval of the plat.

MEETING SCHEDULE:

May 8, 2023: The Planning Commission reviews the plat and makes a recommendation to the City Commission.

May 22, 2023: The City Commission reviews the plat and acts on the associated resolution.

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

_____ Roll Call

RESOLUTION #23-20

WHEREAS, it appears from an examination of the plat of Lots 16, 17 and 18 of Whiting's Subdivision 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 and is subject to County review.

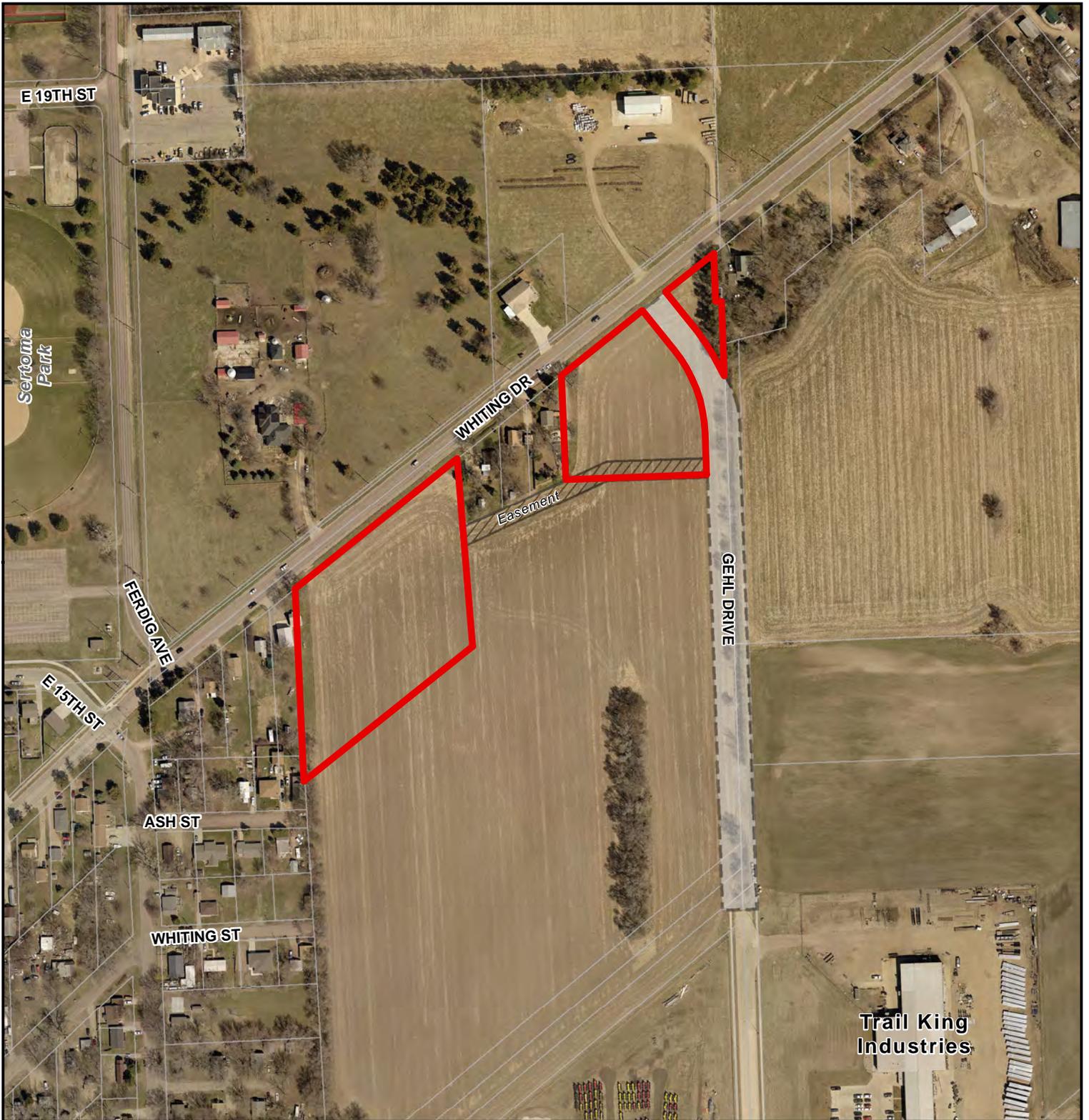
NOW, THEREFORE BE IT RESOLVED by the Board of City Commissioners of the City of Yankton, South Dakota, that the plat for the above described property is hereby approved.

Adopted:

Stephanie Moser, Mayor

ATTEST:

Al Viereck, Finance Officer



City of Yankton

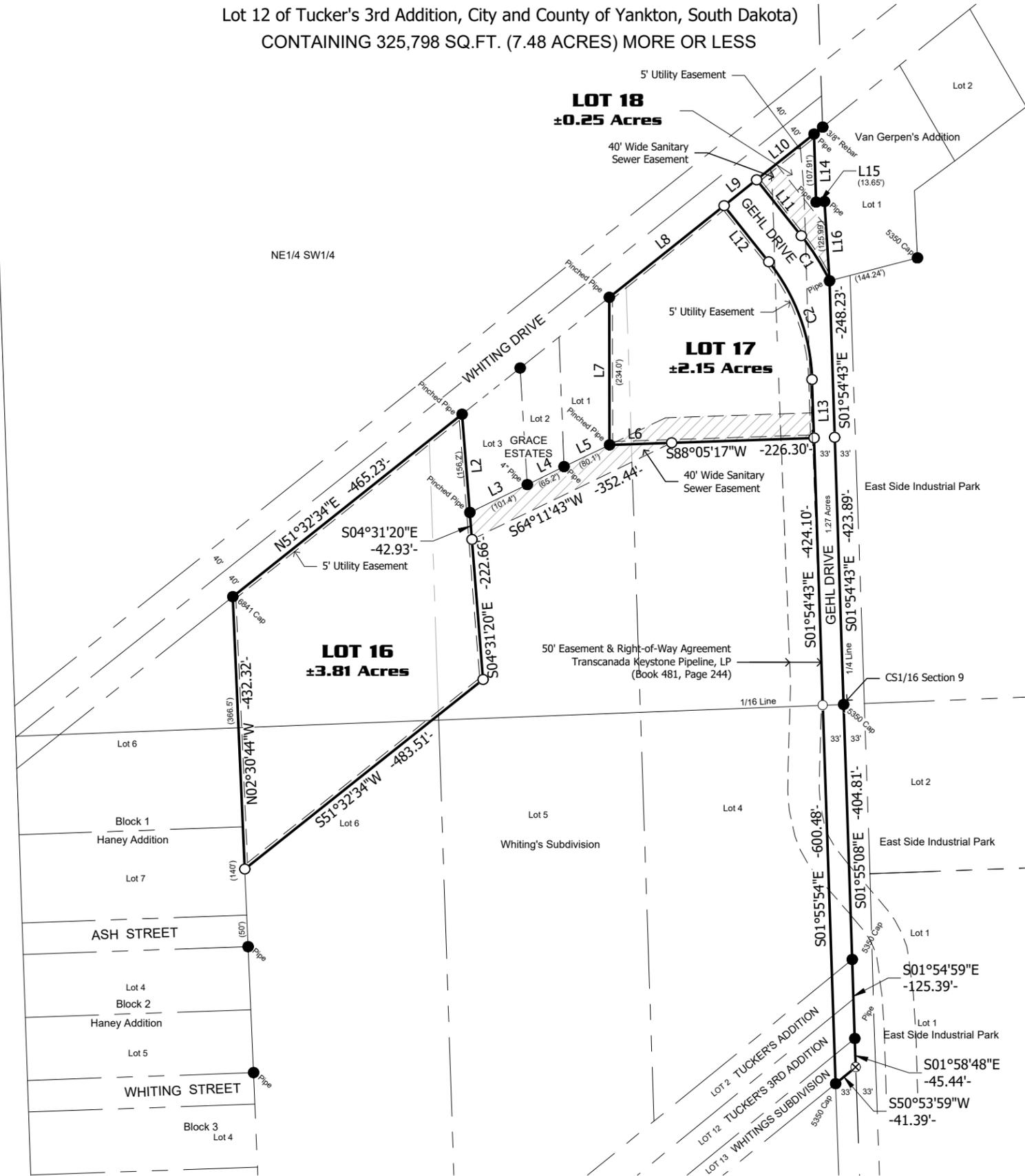
Plat Location Map

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



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

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



BASIS OF BEARING
CITY OF YANKTON DATUM

0 100 200
SCALE 1" = 200'

LEGEND:

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

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

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

SURVEYOR'S NOTES

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

SURVEYOR'S CERTIFICATE

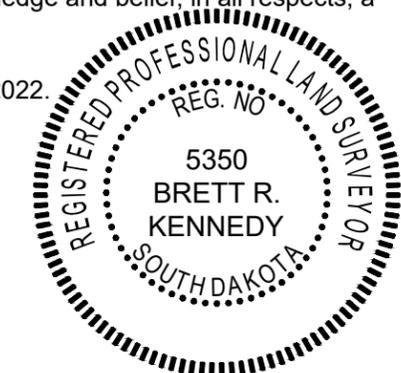
I, Brett R. Kennedy, a Registered Land Surveyor in the State of South Dakota, do hereby certify that at the request of the owners, and under their direction, did on or prior to November 28, 2022 I have surveyed Lots 4, 5, 6 and 13 of Whiting's Subdivision, Lot 2 of Tucker's Addition and Lot 12 of Tucker's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

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

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

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

Brett R. Kennedy, LS 5350



Lots 16, 17 and 18
Whiting's Subdivision
City of Yankton, South Dakota
SEE PROJECT #: 22220

Time Stamp: 12/20/2022 1:07 PM

Sheet 1 of 2

PLAT

Memorandum #23-87

To: Amy Leon, City Manager
From: Corey Potts, Public Works Manager
Subject: Bid Award for the Cold Applied Plastic Pavement Marking Installation Project
Date: May 12, 2023

Two bids were received on May 11th, 2023 for the Cold Applied Plastic Pavement Marking Installation Project. The bids received are listed below:

| BIDDER NAME | TOTAL COST |
|------------------------------|-------------|
| Dakota Traffic Services, LLC | \$56,928.50 |
| Traffic Solutions Inc. | \$72,505.00 |

This “permanent” pavement marking product has been bid annually so that the City can utilize the plastic pavement markings which last for many years instead of repainting the markings by hand as much as twice each year. This year’s focus will be to apply pavement marking on Summit Street from 15th Street to 21st Street, and Wilson Road from Broadway to Douglas.

The bid from Dakota Traffic Services meets the specifications. They are an experienced pavement marking company and have completed numerous projects for the SD DOT and the City of Yankton.

The bid total of \$56,928.50 is \$5,072.00 under the engineer’s estimate and considered a complete bid when compared to previous unit price contracts. It is recommended that the contract be awarded to Dakota Traffic Services, LLC, in the amount of \$56,928.50.

Respectfully submitted,

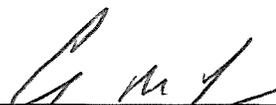


Corey Potts
Public Works Manager

Recommendation: It is recommended that the City Commission award the Cold Applied Plastic Pavement Marking Installation contract to Dakota Traffic Services, LLC in the amount of \$56,928.50.

I concur with this recommendation.

I do not concur with this recommendation.



Amy Leon, City Manager

____ Roll Call

Memorandum #23-88

To: Amy Leon, City Manager
From: Tim Linke, Fire Chief
Subject: Addition of One Volunteer Fire Captain
Date: May 15, 2023

The Yankton Fire Department manages incidents that escalate beyond a single unit response using the National Incident Management System (NIMS). Two essential elements of the system are chain of command and manageable span of control. Chain of command ensures that every responder on scene reports to only one supervisor. Manageable span of control under NIMS ensures that a supervisor can account for and communicate effectively with a small unit of personnel. Recommended span of control is between three and seven personnel for every supervisor with the five-to-one as the optimum ratio. Following the principles of NIMS reduces risk to our responders.

A majority of non-emergency incidents not requiring a full-department response are handled by paid staff and a small contingent of volunteer officers. This model allows the majority of volunteer members to continue their daily routines at home or at work unless they are needed. The advantage of a volunteer system is that members can fulfill an essential civic duty without restricting participation in other activities. The drawback of a volunteer system is incident response participation can be very dynamic based upon time of day, day of week, or month of year. We are proud to offer a great deal of freedom to our members and are fortunate to have a solid contingent of responders a majority of the time. Additional personnel in a supervisory role provides more leadership to shoulder the burden.

Outside of incident response, volunteer participation in day-to-day activities is essential. Officers play a crucial role in coaching, counseling, mentoring, and training our members to perform when they are needed. Much of the success realized on incident scenes is won in the training and leadership provided by the small unit leader on drill nights.

Organizations failing to plan for resignations and retirements will always struggle to maintain forward momentum. Many times potential is shortchanged when a department is in perpetual catch-up mode. Providing opportunities for more individuals to participate in leading the department pays dividends when members retire.

Currently, front line supervision among the volunteers falls under the responsibility of two assistant chiefs and five captains. The assistant chiefs are paid a stipend of \$600 per year while the captains are paid \$300. One additional captain added would result in a \$300 increase in stipends paid to volunteer leadership.

We propose the approval of adding one additional captain to the volunteer fire department leadership team for a total of six.

Respectfully submitted,



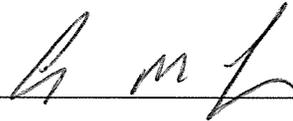
Timothy K. Linke

Fire Chief

Recommendation: It is recommended that the City Commission adopt Resolution #23-21 adding one additional captain to the volunteer fire department leadership team.

I concur with this recommendation.

I do not concur with this recommendation.



Amy Leon, City Manager

____ Roll Call

RESOLUTION #23-21

RESOLUTION FOR AN ADDITIONAL VOLUNTEER FIRE CAPTAIN

WHEREAS, the Yankton Volunteer Fire Department has provided dedicated fire protection to the citizens of Yankton and the surrounding area for almost 150 years, and

WHEREAS, the City has established the authorized number of volunteer fire fighters and fire officers, and

WHEREAS, volunteer leadership play an instrumental role in the safe execution of incident response and efficient administrative priorities, and

WHEREAS, it is recognized that a reduced span of control during critical incidents provides for a safer and more effective response, and

WHEREAS, it is the fire department's desire to ensure an adequate number of officers are present to lead the volunteer fire department, and

WHEREAS, the volunteer fire captain is recognized as the backbone of small-unit leadership within the fire service.

NOW THEREFORE BE IT RESOLVED by the Board of City Commissioners of the City of Yankton, SD for the number of fire captains with the Yankton Volunteer Fire Department to be increased from five to six.

Adopted:

Stephanie Moser, Mayor

ATTEST:

Al Viereck, Finance Officer

Memorandum #23-89

To: Amy Leon, City Manager
From: Tim Linke, Fire Chief
Subject: Approval of Volunteer Firefighter Pension
Date: May 15, 2023

Fire protection in the City of Yankton and surrounding areas is provided by a volunteer fire department supported by two staff members paid by the City. Yankton maintains a strong volunteer tradition due in large part to community generosity, employer support, and paid staff covering low-acuity incidents and administrative functions. Volunteerism nationwide has been declining over the past several years (a 7% drop between 2019 and 2021 according to a recent US News and World Report article). South Dakota's statewide volunteerism remains steady but it is likely only a matter of time before we start to see a decline here as well.

Maintaining a volunteer fire department requires continuous effort in recruitment and retention. One such effort is through the implementation of a volunteer firefighter's pension. South Dakota Codified Law 10-44-9.2 provides for a distribution of taxes placed on fire insurance premiums to fire departments. The amount distributed to each department is based upon population served. This totaled \$58,707.58 for the City of Yankton in 2022. State Law requires that the money paid be used for operating expenses, pension contributions, and costs of capital improvements for fire departments. The check issued by the State prior to 2022 was used for volunteer association operating expenses along with a portion divided equally among members to provide additional reimbursement for clothing or personal items damaged in the course of firefighting.

Recognizing the need to sustain a strong volunteer tradition in Yankton, the Volunteer Firefighters' Association is seeking ways to address current and future recruitment/retention needs while still ensuring stewardship of taxpayer dollars. Consensus among the membership is that a pension funded in accordance with State law will best suit the future needs of the organization. The Brookings Volunteer Fire Department uses fire insurance premium funds as a means to contribute roughly \$2,000 per member each year into a pension fund that can be drawn upon retirement.

We recommend approving the use of the fire insurance check from the State for a volunteer pension and allowable operating expenses for the non-profit association. The pension will be managed by a private financial advisor through a special committee of Yankton Volunteer Fire Department members. This measure is cost-neutral to the General Fund which only serves as a conduit for disbursement as the funds are received by the State. Once additional paid staff are required, all of the insurance premium check funds will be used for volunteer pension as required by law.

Respectfully submitted,



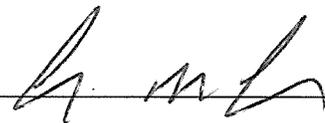
Timothy K. Linke

Fire Chief

Recommendation: It is recommended that the City Commission adopt Resolution #23-22 approving the use of the State fire insurance tax premium check for funding a volunteer firefighter pension.

I concur with this recommendation.

I do not concur with this recommendation.



Amy Leon, City Manager

_____ Roll Call

RESOLUTION #23-22

RESOLUTION FOR APPROVAL OF A VOLUNTEER FIREFIGHTERS' PENSION

WHEREAS, the Yankton Volunteer Fire Department continues to provide fire protection to the citizens of Yankton and the surrounding areas, and

WHEREAS, the community desires to maintain a strong volunteer tradition, and

WHEREAS, the Yankton Volunteer Fire Department retains a strong volunteer force despite declining volunteerism outside of our community

WHEREAS, recruitment and retention are a major contributor to volunteer organization success, and

WHEREAS, one way to recruit and retain volunteers is to provide pension benefits, and

WHEREAS, SDCL 10-44-9.2 provides for a distribution of taxes placed on fire insurance premiums to fire departments, and

WHEREAS, SDCL 10-44-9.2 allows for the fire insurance premiums to be used for volunteer firefighters' pensions, and

WHEREAS, the fire insurance premium check received from the State is cost-neutral for the City, and

NOW THEREFORE BE IT RESOLVED by the Board of City Commissioners of the City of Yankton, SD that any amount of the fire insurance premium received from the State be applied to a volunteer firefighters' pension to be managed by the volunteer firefighters' association.

Adopted:

Stephanie Moser, Mayor

ATTEST:

Al Viereck, Finance Officer

Memorandum #23-92

To: Amy Leon, City Manager
From: Adam Haberman, PE, Public Works Director
Subject: Chan Gurney Municipal Airport Corporate Hangar Lease Agreement
Date: May 17, 2023

On April 25, 2022 the City of Yankton entered into a Chan Gurney Airport maintenance hangar lease agreement with John Halstad, dba Roger Wilco Aviation Services, LLC, to provide airport mechanic services at Chan Gurney Municipal Airport. As a part of the agreement, Roger Wilco Aviation Services, LLC could occupy the City of Yankton's 50ft x 70ft maintenance hangar, rent free, for aircraft airframe and power plant repair purposes.

Currently Roger Wilco Aviation Services, LLC is expanding its services to include avionics related maintenance, repair, and fabrication. Roger Wilco Aviation Services, LLC has expressed the expansion into the service of avionics will require additional hangar space and is requesting to vacate the maintenance hangar and move into the City of Yankton's 90ft x 90ft corporate hangar for the purpose of aircraft airframe, power plant, or avionics repair and inspection.

The corporate hangar is currently occupied by two aircraft under extended leases as well as any transient aircraft for short-term or overnight storage. The Airport Advisory Board recommended staff draft an agreement that allows Roger Wilco Aviation Services, LLC to occupy the corporate hangar for aircraft repair services as well as storing transient aircraft when space is available.

City Attorney Den Herder, City Staff, and Roger Wilco Aviation Services, LLC representatives drafted the attached Chan Gurney Airport corporate hangar lease agreement. The drafted agreement leases the corporate hangar to Roger Wilco Aviation Services, LLC for \$1,000 per month for one year with an automatic renewal for one additional year if neither party provides a notice of termination at the end of one year. The lease also allows the City to coordinate transient aircraft storage in the corporate hangar if room is available. One of the extended lease occupants will remain in the corporate hangar; the other occupant will be moved to the vacated maintenance hangar for continue storage.

Respectfully submitted,

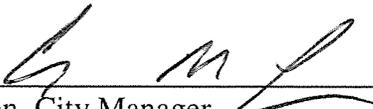


Adam Haberman, PE
Public Works Director

Recommendation: It is recommended that the City Commission consider entering into the Chan Gurney Airport corporate hangar lease agreement with Roger Wilco Aviation Services, LLC for the purpose of aircraft airframe, power plant, and avionics repair and inspection as described in Memorandum #23-92.

I concur with this recommendation.

I do not concur with this recommendation.



Amy Leon, City Manager

**CHAN GURNEY AIRPORT CORPORATE HANGAR
LEASE AGREEMENT**

THIS LEASE AGREEMENT made and entered into this ____ day of May, 2023, by and between the **City of Yankton**, a South Dakota municipal corporation (“Lessor” or “City”) and **Roger Wilco Aviation Services, LLC**, a South Dakota limited liability company (“Lessee”).

WITNESSETH:

WHEREAS, the City of Yankton is the owner of the Chan Gurney Municipal Airport and the City deems it proper to enter into a lease with the Lessee and the Lessee desires to lease a portion of the airport property under the terms and conditions set forth herein.

WHEREAS, on April 12, 2022, the City of Yankton and the Lessee entered into a Lease Agreement granting Lessee the right to utilize the City’s Maintenance Hangar. Due to Lessee’s need for more “wall space” and storage in order to provide avionics maintenance and inspection services, the City has agreed to allow Lessee to move into and lease the Corporate Hangar instead of the Maintenance Hangar only in accordance with the Terms of this Lease Agreement, which the parties agree shall completely replace the Lease Agreement signed on April 12, 2022.

NOW, THEREFORE, it is agreed between the Lessor and the Lessee herein as follows:

1. **REAL PROPERTY, INGRESS & RELOCATION**. The Lessee shall be privileged to use floor space located within the “Corporate Hangar” for the limited purpose of airframe, power plant, or avionics repair or inspection on the real property hereinafter described:

A 90ft deep X 90ft wide climate-controlled aircraft hangar located on Airport property, identified as building location 704 E 31st Street Building #26.

This lease does not grant to Lessee any license or right to use any part of the airport premises other than the Corporate Hangar identified above, except the office space in the airport terminal as expressly set forth in Paragraph 9 below. However, the Lessee, as a part of the usual and ordinary manner of operating the Corporate Hangar and terminal office, shall have right of ingress and egress therefrom.

2. **TERM, RENEWAL & TERMINATION**. The term of this lease shall be approximately one (1) year beginning upon the date of execution and shall end on the last day of April, 2024.

If no subsequent lease is signed by the parties, and neither party has provided the other with written notice of termination via certified mail or other verifiable means of delivery, at least thirty (30) days prior to the end of the initial term, then this lease shall automatically renew for one additional one-year term. Upon termination of this Lease Agreement, Lessee shall remove all property from and quietly yield possession of the Corporate Hangar and terminal office back to City.

3. **RENT.** Lessee shall occupy the Corporate Hangar upon the rent structure set forth herein. Beginning May 1, 2023, Lessee shall tender to the City monthly rent in the amount of \$1,000.00 per month, which shall be due on the first of each month and shall be deemed past due and subject to a late payment fee of \$200.00 if not paid in full by the 5th day of each month. Rent shall not increase during the initial term of this Lease. Following the initial one-year term, if the City desires to increase the rent, then it shall provide at least thirty (30) days prior written notice to the Lessee of the new rental amount, which shall be provided via Certified Mail or other verifiable means of delivery.

4. **HANGAR & EQUIPMENT OWNERSHIP.** The Corporate Hangar shall remain the property of the City. The Lessee's tools and equipment shall remain the property of the Lessee.

5. **USE.** The Corporate Hangar shall be used by Lessee solely for the purpose of aircraft airframe, power plant, or avionics repair and inspection. Such services shall be offered or made available to the general public at a fee determined at the discretion of Lessee. If Lessee ceases business operations for a period exceeding sixty (60) days, Lessee shall be deemed in breach of this Agreement. No other personal or commercial use is permitted in the Corporate Hangar, excepting only the transient aircraft storage services required of Lessee as set forth in this Section 8 below. The Lessee shall not store gasoline, jet fuel, or other combustible material on the premises except in the tank of any housed aircraft. Lessee shall provide its own used oil collection tank designed/certified for such purpose and shall be responsible for disposing of waste oil in a lawful manner at its own cost.

6. **COMPLIANCE WITH LAW.** The Lessee agrees to comply with all Federal (including U. S. Environmental Protection Agency and The Federal Aviation Administration), State and Municipal laws, rules, statutes, ordinances and regulations that are applicable to the operation of the airport, as they exist today or are amended hereafter.

7. **HANGAR CONDITION.** Lessee has previously walked through the Corporate Hangar. Lessee takes and accepts the Corporate Hangar in its "as is" condition. Upon termination of this Lease Agreement, Lessee shall return the Corporate Hangar to the City in the same or better condition than received. It shall be Lessee's obligation to demonstrate damage to the Corporate Hangar existed at the time Lessee accepted possession of the Hangar.

8. **TRANSIENT AIRCRAFT STORAGE.** Lessee acknowledges that its use of the Corporate Hangar drastically reduces the amount of climate-controlled aircraft storage space available at Chan Gurney Municipal Airport for transient aircraft. As an essential condition of this Lease Agreement, the City requires that Lessee permit owners, pilots, or operators of transient aircraft to utilize the Corporate Hangar for overnight or short-term aircraft storage when space allows pursuant to the following terms:

- (a) *Available Aircraft Storage.* If the City of Yankton does not have reasonably available climate-controlled hangar space available to store an aircraft on a transient or short-term basis and there is sufficient room to safely store such aircraft within the Corporate Hangar with reasonable reconfiguration of the Lessee's use of the space, the Lessee shall store the aircraft within the Corporate Hangar at the City's request. The Lessee shall take full exclusive responsibility for rearranging all aircraft within the Corporate Hangar and for moving all aircraft in and out of the Corporate Hangar. At the conclusion of each work day and on days when no repair or inspection services are being provided, Lessee shall reconfigure its use of the space and the storage of its secured inventory, supplies, and tools in order to maximize available space for transient or short-term aircraft storage. Lessee shall permit limited City staff 24-hour access to the Corporate Hangar only for the purpose of assessing available aircraft storage space. If there is insufficient space to store transient aircraft, Tenant shall be required to remove aircraft owned by the Tenant, by an owner of the Tenant, or by another legal entity owned wholly or in part by an owner of the Tenant as needed to store transient aircraft consistent with the obligations set forth in this Lease Agreement. Tenant shall not be permitted to enter into any contract for the long-term storage of any aircraft (greater than 15 days) without first obtaining the written consent from the Yankton City Manager or the City Manager's designee.
- (b) Notwithstanding the foregoing, this lease is conditioned upon Tenant consenting to and accepting assignment of the Lease attached hereto as Exhibit B and in all respects taking upon itself all obligations, responsibilities, and liabilities of the City as Lessor in accordance with the terms of such Lease Agreement.
- (c) *On-Call Staffing.* At all times, Lessee shall designate one or more on-call employee(s) and provide City staff with the on-call schedule and contact information for such employee(s) to store transient aircraft for owners requesting climate controlled storage at any time of the day or night when the City has no available climate controlled hangar space available and City staff has determined that there is sufficient room to safely store such aircraft within the Corporate Hangar with reasonable reconfiguration of the Lessee's then-current use of the space. At all times while Lessee does not have an employee on site, Lessee's designated on-call employee shall answer all calls from the

City and shall physically report to the Corporate Hangar to arrange for and accept an aircraft within one (1) hour of receiving the call, regardless of the day, time, or then-current weather conditions.

- (d) *Fees.* Lessee may charge the owner, pilot, or person in control of an aircraft a fee for transient or short-term aircraft storage inside the Corporate Hangar a per 24-hour fee not to exceed the rates set forth in the attached Exhibit A. The fee may not be increased without express written permission of the Yankton City Manager or the City Manager's staff designee. If an aircraft owner or operator requests aircraft storage outside of Lessee's ordinary business hours and Lessee's on-call employee is provided less than two hours prior notice, then Lessee may also charge the owner, pilot, or person in control of the aircraft an emergency/inconvenience fee not to exceed \$100.00. Lessee agrees to collect and submit sales tax for all revenue generated in accordance with South Dakota law and to provide the City with a valid South Dakota Sales Tax License.
- (e) *De-icing.* Lessee shall cooperate with any request by the owner, pilot, or person in charge of any aircraft access to the climate controlled hangar for de-icing, regardless of the time of day and regardless of the aircraft repair and inspection business operations of the Lessee taking place at the time of request.

9. **TERMINAL OFFICE.** The City of Yankton agrees to provide Lessee with a single office space, rent free, located in the terminal building; address of 700 E 31st Street, Suite 3, to be used only for Lessee's aircraft repair business customer service, billing, computer use, and/or other office-related needs for such business purposes.

10. **SUB-LET AND ASSIGNMENT.** Lessee shall not assign or sub-let the Corporate Hangar without prior written approval from the City. Lessee shall not assign or sub-let its use of the terminal office space without exception. No assignment shall release Lessee of any of his/her/its obligations under this Lease or be construed or taken as a waiver of any of the City's rights hereunder. Neither this Lease Agreement nor any interest therein, shall pass to any trustees or receiver in bankruptcy, or any assignee for the benefits of creditors, or by operation of law.

11. **NON-DISCRIMINATION.** The City, in the rental of the Hangar, shall not on the grounds of race, color, or national origin discriminate or permit discrimination against any person or group of persons in any manner prohibited by Part XV of the Federal Aviation Regulations. Lessee further agrees to comply with any requirement made to enforce the foregoing covenant which may be demanded of the City by the United States.

12. **LIABILITY INSURANCE.** At all times during the term of this lease, and during any extension or renewal term thereof, the Lessee shall be obligated to carry and to

pay for business liability insurance with limits in the minimum amount of One Million Dollars (\$1,000,000.00) per occurrence, for any personal injury or property damage for which the Lessee might become liable due to the possession, operation, maintenance, or inspection of aircraft within the Corporate Hangar. In addition, Lessee shall also maintain Hangar Keeper's liability insurance with minimum limits no less than the coverages set forth in the schedule of benefits attached hereto as Exhibit C. Certificates of insurance certifying that said insurance policies are in full force and effect shall be filed with the City Finance Office upon the commencement of this Lease.

13. **INDEMNIFICATION.** Lessee shall indemnify, defend, and hold City harmless against all liabilities, obligations, damages, penalties, claims, costs, expenses, and losses, including attorney fees arising from or incurred as a result of, or in connection with Lessee's use or occupancy of the Corporate Hangar during the term of the lease expressly including claims arising from or incurred as a result of, or in connection with any of the following: (a) any breach by Lessee, Lessee's agent, contractors, employees, customers, invitees, licensees, of any covenant or condition of this lease required to be performed by the Lessee hereunder, (b) any accident that may occur in or about the Corporate Hangar caused by Lessee's failure to comply with any governmental authority, or the carelessness, negligence or improper conduct of the Lessee, Lessee's agent, contractors, employees, customers, invitees or licensees, (c) any liability or action arising from Lessee's business operations or storage of customer property upon property owned by City; (d) any liability or action arising from storage, rearrangement, or movement of aircraft within the Corporate Hangar pursuant to Paragraph 8 and its subsections set forth above; or (e) any liability or action or claim arising from an alleged breach of the Lessor's obligations under the terms of the aircraft storage lease agreement attached hereto as Exhibit B due to facts or circumstances arising on or after the date of the assignment of the Exhibit B lease agreement. City is hereby subrogated to all rights of Lessee against any other parties in connection with any such injury or damage. If any claim is initiated against Lessee or City due to Lessee's actions associated in any manner with this leasehold, Lessee shall give prompt notice to City.

14. **INSPECTION & CANCELLATION.** The Lessee agrees that the City of Yankton may cause the Corporate Hangar and terminal office to be inspected for the purpose of identifying violations of Federal, State, and Municipal laws or breaches of this Lease Agreement.

If the Lessor identifies violations thereof, or if Lessee is found to be in breach of any other obligation required under this Lease Agreement, then the Lessor shall give written notice, return receipt requested (or other verifiable means of delivery), to the Lessee who shall be permitted thirty (30) days from the date of said notice in which to correct the law violations and/or cure the breach. In the event Lessee shall fail to correct the law violations or cure the breach noted therein within thirty (30) days after the receipt of the written notice, then the Lessor shall have authority to cancel and terminate this Lease Agreement and initiate an action for forcible entry and detainer (eviction) in accordance with SDCL Chap.

21-16, along with any other cause(s) of action necessary and appropriate to enforce the City's rights under this Lease Agreement. In any civil action to enforce its rights herein, if the City is successful in whole or in part, the City shall have the right to recover its attorney fees from Lessee. Upon early termination, the Lessee shall be given sixty (60) days following the effective date of termination to completely remove all of Lessee's property and all of Lessee's clients' property and vacate the Corporate Hangar and terminal office unless the effect of this provision would extend this Lease Agreement beyond the Term set forth in Paragraph 2 above. The parties agree any action for eviction may run concurrently with the sixty-day property removal period. Unless the Court finds irreparable harm may result to the City or to the Corporate Hangar or terminal office, no Writ of Eviction shall require Lessee to vacate the Corporate Hangar or terminal office prior to the earlier of the end of the Lease Term set forth in Paragraph 2 above or the sixty-day property removal period. Lessee agrees that in the event Lessee fails to remove his property from the Corporate Hangar or terminal office within said period, then the Lessee's personal property shall be forfeited to the City of Yankton and Lessee shall lose all right, title and interest therein.

15. **BREACH**. Other than the inspection procedure noted above, if a party believes that the other has breached this lease, then the party alleging the breach shall provide written notice, via certified mail (or other verifiable means), to the other in which it identifies the alleged breach of the terms hereof. The party in breach shall be permitted thirty (30) days to cure the breach identified in the notice. If City is in breach and fails to timely cure the default, Lessee may initiate an appropriate action at law or in equity to enforce its rights under this Lease Agreement. If the Lessee is in breach and fails to timely cure the default, the City may terminate the lease and initiate an action in accordance with the procedure set forth in Paragraph 14 above. The remedies set forth herein are in addition to any other remedies available at law or in equity and the exercise of any remedies set forth herein shall not limit a party's ability to enforce other available remedies.

16. **RELATIONSHIP OF PARTIES**. Nothing contained herein shall be deemed or construed by anyone as creating the relationship of principal and agent, employee and employer, of partnership or of joint venture between the parties hereto.

17. **NON-WAIVER**. No delay or omission of the right to exercise any power by either party shall impair any such right or power, or shall be construed as a waiver of any default or as acquiescence therein. One or more waivers of any covenant, term or condition of this Lease by either party shall not be construed by the other party, or a court, as a waiver of a subsequent breach of the same covenant, term or condition. The party requiring consent or approval shall not be deemed to waive or render unnecessary consent to approval of any subsequent similar act.

18. **HEADINGS**. The headings of the several sections contained herein are for convenience only and do not define, limit or construe the contents of such articles.

19. **BINDING EFFECT.** The covenants, agreements and obligations herein contained, except as herein otherwise specifically provided, shall extend, bind and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns.

20. **FORCE MAJURE.** Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected. The provisions of this shall not operate to excuse Lessee from prompt payment of rent, percentage rent, additional rent or other monetary payments required by the terms of this Lease.

21. **ACCEPTANCE OF PAYMENT.** No Payment by Lessee, or receipt by City, of a lesser amount than the amount then due under this Lease shall be deemed to be other than on account of the earliest portion thereof due. Nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed an accord and satisfaction.

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

23. **GOVERNING LAW & CHOICE OF VENUE.** The laws of the State of South Dakota and the City of Yankton shall govern the validity, performance and enforcement of this Lease. Furthermore, the parties agree that the venue for filing any action shall be Yankton County.

24. **INTEGRATION.** This agreement contains the entire understandings between and among the parties, both written and oral, and supersedes any prior understandings and agreements among them, both written and oral, respecting the subject matter of this agreement.

25. **AMENDMENT.** This lease agreement shall not be modified without a written agreement between the parties thereof, other than the automatically renewable term noted above. Any other agreements varying the terms herein which are not in writing are null and void.

26. **ABANDONMENT.** If any time during the term of the lease the Lessee abandons the premises or completely ceases aircraft repair business operations for a period exceeding ninety (90) days, then the City may, at its option, enter the Corporate Hangar by any means, without being liable for prosecution or civil damages, and re-let the premises for the whole or any part of the then unexpired term. Thereafter, the City may receive and collect all rent payable by virtue of such re-letting. And, at City's option, it may hold the Tenant liable for any difference between the rent that would have been payable under this

lease during the balance of the unexpired term if this lease had continued and the net rent for such period realized by City by means of such re-letting.

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

LESSEE

ROGER WILCO AVIATION SERVICES, LLC
A South Dakota Limited Liability Company

By: John Halsted
Its: Authorized Member

LESSOR

CITY OF YANKTON,
A South Dakota Municipal Corporation

By: Stephanie Moser, Mayor

ATTEST:

By: Al Viereck, Finance Officer

[Seal]

EXHIBIT A

Transient Aircraft Storage Rates

Piston aircraft is \$20 per 24-hour period

Turbo prop is \$50 per 24-hour period

Jet is \$75 per 24-hour period

EXHIBIT B

City of Yankton Hangar Space Lease Agreement

This Hangar Space Lease Agreement (the "Agreement") entered into as of the day of 03/19, 2021 by and between the City of Yankton ("Landlord"), and MOSES N. KIDWELL AND MARIE ANNE E. BEN ("Tenant").

For good and valuable consideration, the parties agree as follows:

- 1.) **Premises.** Landlord leases to Tenant and Tenant leases from Landlord, space in the hangar ("Hangar Space") located at Chan Gurney Municipal Airport, 704 E 31st Street Building No. 26, Yankton, SD, 57078. The Hangar Space, which will occupy approximately 20% of the Hangar building, is to be used and occupied by Tenant solely for the storage for the following aircraft ("Aircraft"):

Make: PIPER ARCHER II

Model: ARCHER II

Registration (Tail Number): N 7726

- 2.) **Term.** This agreement shall commence on 04/22^{9/1}, 2021 for a term of one year unless terminated by either party with a 60-day written notice given to the other party.
- 3.) **Rent.** As rent for use of the Hangar Space, Tenant shall pay Landlord \$250.00 per month, payable in advance on the first day of each month. Landlord shall have the right to adjust the amount of the hangar fee due here-under at the beginning of each new term.
- 4.) **Utilities.** Landlord shall furnish all utilities. The hangar must be heated so that a temperature range of 45-50° F is maintained during cold weather conditions.
- 5.) **Services Provided.** Tenant shall be responsible for coordinating the movements of the Aircraft through its own towing equipment or through the Fixed Base Operator.
- 6.) **Use of Hangar Space.** The Hangar Space shall be used for the storage and operation of the Aircraft with limited minor maintenance allowed. On the expiration or termination of this Agreement, Tenant shall immediately surrender possession of the Hangar Space and shall remove, at its sole expense, its Aircraft and all other property therein, leaving the Hangar Space in the same condition as received, ordinary wear and tear excepted.
- 7.) **Sublease/Assignment.** Tenant shall not sublease the Hangar Space or assign this Agreement without prior written consent of Landlord which may be withheld at Landlord's

sole discretion. The parking of aircraft not owned or leased by Tenant in the Hangar Space shall constitute a sublease.

- 8.) **Condition of Premises.** Tenant shall accept the Hangar Space in its present condition. Tenant shall not make any alterations, additions or improvements to the Hangar Space without the prior written consent of Landlord. All alterations, additions and improvements made to the Hangar Space shall become Landlord's property at the termination of this Agreement.
- 9.) **Liability.** As permitted in accordance with applicable state law, and with respect to any claim or action arising out of the activities described or performed under this Agreement, the parties mutually agree that each will remain responsible for any and all liabilities, claims, damages, charges and expenses (collectively referred to as "liability") incurred by reason of the negligence or willful misconduct or its employees, agents or assigns arising from the activities such liability to the other.
- 10.) **Nonliability of Landlord.** Landlord shall not be liable for any damages or any claims or suits for damages for any injury or damage to any person or property from any cause whatsoever occurring upon the premises or any part thereof or occasioned by any occupancy act or omission of Landlord or Landlord's employees or agents.
- 11.) **Force Majeure.** Landlord shall not be liable for any loss, injury, or damage of any nature whatsoever, direct or indirect, caused by or resulting from any act of God, fire, flood, accident, strike, riot, insurance, war, vandalism or any other cause beyond Landlord's control.
- 12.) **Insurance.** If the Tenant desires to purchase insurance for his/her aircraft, then he/she is obligated to pay for the same. Tenant shall provide City with certificates of insurance issued by his/her aircraft insurance carrier showing financial responsibility in the event that he/she or its aircraft damage other aircraft housed in the Hangar or by the Hangar.
- 13.) **Default.** This Agreement shall be breached if: (a) Tenant shall default in the payment of any rental payment there under; (b) Tenant shall default in the performance of any other covenant herein, and such default shall continue for five (5) days after receipt by Tenant of notice thereof from Landlord; (c) Tenant shall cease to do business as a going concern; (d) a petition is filed by or against Tenant under the Bankruptcy Act or any amendment thereto (including a petition for reorganization or an arrangement); or (e) Tenant assigns any interest in its property for the benefit of creditors.

14.) **Governing Law.** This Agreement shall be construed and governed in accordance with the laws of the State of South Dakota.

15.) **Remedies Cumulative.** The rights and remedies with respect to any of the terms and conditions of this Agreement shall be cumulative and not exclusive, and shall be in addition to all other rights and remedies available to either party in law or equity.

16.) **Integration.** This Agreement constitutes the entire agreement between the parties. Any change or modification hereof must be in writing signed by both parties.

17.) **Successors Bound.** This Agreement shall be binding and shall inure to the benefit of the parties and their successors and assigns.

The parties have signed this Agreement as of the day and year first written above.

LANDLORD

CITY OF YANKTON, SOUTH DAKOTA
A Municipal Corporation

Mike Roivstad 

By:

TENANT

Marie Anne Ben 

By:

Moses Ikiugu 

16 East Bloomingdale Street
Vermillion, SD 57069-3071

Home) 605-624-9352

work) 605-658-6282

cell) 605-670-0673 (Marie Anne)

cell) 605-670-1277 (Moses)

marie.ben@usd.edu

moses.ikiugu@usd.edu

AVIATION GROUND OPERATIONS LIABILITY INSURANCE POLICY

**POLICY NUMBER:
11000024**

DECLARATIONS

The insurance afforded by this policy is provided by separate insurers described below and hereinafter referred to as “we”, “us” or “our.” The liability of these insurers is several and not joint and is specifically set out below.

THE INSURERS

| | | |
|--|----------------------|--------|
| American Alternative Insurance Corporation | Wilmington, Delaware | 59.24% |
| American Commerce Insurance Company | Columbus, Ohio | 10.00% |
| National Indemnity Company | Omaha, Nebraska | 18.39% |
| Tokio Marine America Insurance Company | New York, New York | 12.37% |

Item 1. Named Insured and Address: CITY OF YANKTON

P.O. BOX 176
YANKTON, SD 57078

Item 2. Policy Period:

From: January 23, 2023

To: Continuous until
Cancelled

At 12:01 AM local time at your mailing address shown under Item 1.

DECLARATIONS OF POLICY NUMBER 11000024 (Continued)

Item 3. In return for payment of the premium and subject to all of the terms of the policy, we agree with you to provide the insurance as stated in this policy.

LIMITS OF INSURANCE

| | |
|---|----------------|
| Each Occurrence Limit | \$5,000,000 |
| Damage to Premises Rented to You Limit | \$50,000 |
| Medical Expense Limit (Any One Person) | \$2,500 |
| Personal and Advertising Injury Aggregate Limit | \$2,000,000 |
| General Aggregate Limit (Other than Products-Completed Operations and Hangarkeepers') | Not Applicable |
| Products-Completed Operations Aggregate Limit | \$2,500,000 |
| Hangarkeepers' Each Accident Limit | \$5,000,000 |
| Hangarkeepers' Each Aircraft Limit | \$2,500,000 |

Deductibles, if any, will be described in an endorsement entitled DEDUCTIBLES.

Item 4. Location of aviation premises you own, rent, or occupy:

CHAN GURNEY MUNICIPAL AIRPORT (YKN); YANKTON, SD

Item 5. Form of Business: Other Organization

Item 6. Policy Premium:

Total Premium at Inception: \$15,682

SD Surcharge: \$0

Memorandum #23-94

To: Amy Leon, City Manager
 From: Todd R. Larson, Director of Parks, Recreation, & City Events
 Date: May 16, 2023
 Subject: Summit Activities Center Rate Increase

The SAC Citizens Task Force has been meeting since January to discuss operational ideas for the Summit Activities Center. Utilizing the input of the task force, the SAC will be making the following changes to operations.

The SAC will expand its weekend hours of operation starting with the summer hours. The opening time on Saturday and Sunday will be adjusted from 8:00 am to 7:00 pm. The closing time on Saturday and Sundays will be adjusted from 4:00 pm to 7:00 pm.

The task force received public input last year and has discussed the importance of having a family and kid friendly facility available to the community. A new rate structure (attachment) is being proposed to make sure the facility is affordable and accessible to families, couples, single parents, and youth. Children three years old and under will still be free.

The membership fee increases are an effort to help ease the yearly subsidy for the facility and bring rates closer to market rates in the community. Memberships and day passes to the facility provide access to gyms, the pool, the upstairs weight room and fitness areas and an indoor track in addition to the fitness classes.

The rates at the SAC were last adjusted in November of 2022.

The SAC Citizens Task Force believes the proposed SAC rates will provide the facility and its offerings a very good value for anyone in the Yankton area. Current members would receive a mailing detailing the rate changes prior to the implementation date. The first rate increase would occur on October 1, 2023 and be effective through December 31, 2023. On January 1, 2024, the second increase would take place.

The following shows revenue projections for 2024 based on new rates and past membership levels:

861 (highest membership of 2023) x 2023 annual rate of \$330 = \$284,130

861 (highest membership of 2023) x 2024 annual rate of \$440 = \$378,840

If membership increases by 10%, 86 new members x annual rate of \$440 = \$37,840

Total revenue = \$416,680*

*Please note that this total will not be actual due to some members becoming a part of the individual + plans that are proposed.

If the facility reached the 2019 memberships of 1,081:

861 (highest membership of 2023) x 2024 annual rate of \$440 = \$378,840

The membership would grow by 220 new members x annual rate of \$440 = \$96,800

Total Revenue = \$475,640

Customer service is an area that we will continue to strive to provide at a high level. Members should feel welcome in the facility at all times. Members are always welcome to provide input and feel comfortable in approaching any of our staff about concerns, questions, or comments.

Respectfully submitted,

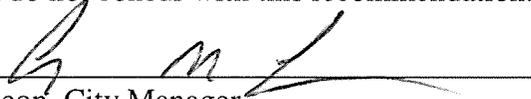


Todd R. Larson
Director of Parks, Recreation, & City Events

It is recommended the City Commission approve Resolution #23-23 setting the rates for the Summit Activities Center effective October 1, 2023.

I concur with this recommendation.

I do not concur with this recommendation.



Amy Leon, City Manager

____ Roll Call

RESOLUTION #23-23

WHEREAS, the City of Yankton has determined that it is necessary to adjust The Summit Activities Center rates to a level which will ease the current subsidy and help maintain the facility, and

WHEREAS, the City expects the cost to operate the facility will increase each year; and

WHEREAS, the City desires to limit the subsidy to the facility;

NOW, THEREFORE, BE IT RESOLVED by the Board of City Commissioners of Yankton, South Dakota that the following rates are hereby adopted effective October 1, 2023:

| October 1 to December 31, 2023 | Annual | Monthly |
|---------------------------------------|---------------|----------------|
| Individual | \$ 385.00 | \$ 35.00 |
| Individual + 1 | \$ 495.00 | \$ 45.00 |
| Individual + 2 | \$ 605.00 | \$ 55.00 |
| Individual + 3 | \$ 660.00 | \$ 60.00 |
| Individual + 4 | \$ 715.00 | \$ 65.00 |
| Individual + 5 | \$ 770.00 | \$ 70.00 |
| Youth Membership (H.S. & below) | \$ 220.00 | \$ 20.00 |

| | | |
|---------------------------------|--|---------|
| Daily Fee | | |
| Individual Adult | | \$ 9.00 |
| Individual Youth (H.S. & below) | | \$ 7.00 |

| January 1, 2024 and beyond | Annual | Monthly |
|-----------------------------------|---------------|----------------|
| Individual | \$ 440.00 | \$ 40.00 |
| Individual + 1 | \$ 550.00 | \$ 50.00 |
| Individual + 2 | \$ 660.00 | \$ 60.00 |
| Individual + 3 | \$ 715.00 | \$ 65.00 |
| Individual + 4 | \$ 770.00 | \$ 70.00 |
| Individual + 5 | \$ 825.00 | \$ 75.00 |

Adopted:

Stephanie Moser
Mayor

ATTEST:

Al Viereck
Finance Officer

SAC Membership Plan

| | |
|-----------------|------------|
| Anytime Fitness | GL & Avera |
| Mo./Year | Mo./Year |
| \$54/648 | \$50/\$600 |
| | \$60/\$720 |
| | \$70/\$840 |

| October 1 to December 31, 2023 | Annual | Monthly |
|--------------------------------|-----------|----------|
| Individual | \$ 385.00 | \$ 35.00 |
| Individual + 1 | \$ 495.00 | \$ 45.00 |
| Individual + 2 | \$ 605.00 | \$ 55.00 |
| Individual + 3 | \$ 660.00 | \$ 60.00 |
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| | | |
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| | | |
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|---------------------------------|-----------|----------|

| Daily Fee | | |
|---------------------------------|--|---------|
| Individual Adult | | \$ 9.00 |
| Individual Youth (H.S. & below) | | \$ 7.00 |

Disclaimer- all of the listed individuals must reside at the same residence/address