



2023_09_25

**CITY COMMISSION
MEETING**



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

YANKTON BOARD OF CITY COMMISSIONERS

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

Monday, September 25, 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/c/cityofyankton/live>

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

I. ROUTINE BUSINESS

1. **Roll Call**

2. **Approve Minutes of Regular Meeting of September 11, 2023**

Attachment I-2

3. **Schedule of Bills**

Attachment I-3

4. **City Manager's Report**

Attachment I-4

5. **Public Appearances**

- GFWC Women's Club Proclamation
- Clint Brockmoller

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 Location Transfer of Alcoholic Beverages License**

Establish October 9, 2023 as the date for the public hearing on the request for the transfer of location of a Retail (on-off sale) Malt Beverage & SD Farm Wine License for June 30, 2023 to July 1, 2024 from DBC, LLC d/b/a Bro Burger Bar (Lauren Soukup, Owner), 304 W 3rd Street, Yankton, South Dakota to DBC, LLC d/b/a Bro Burger Bar (Lauren Soukup, Owner), 2101 Broadway Avenue, Suite 40, Yankton, South Dakota.

Attachment II-1

III. OLD BUSINESS

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

1. Public Hearing for Sale of Alcoholic Beverages

Consideration of Memorandum #23-178 regarding the request for a Special Events Malt Beverage (on-sale) Retailers License for 1 day, October 20, 2023 from Yankton Area Arts, (Rose Hauger, Executive Director), 508 Douglas Avenue, Yankton, SD at The Meridian Venue, 101 E 3rd Street, Yankton, SD.

Attachment III-1

2. Public Hearing for Sale of Alcoholic Beverages

Consideration of Memorandum #23-179 regarding the request for a Special Events Retail (on-sale) Liquor License for 1 day, November 4, 2023 from Stripes, Inc. d/b/a Mojo's 3rd Street, 106 E 3rd Street, Yankton, SD at The Meridian Venue, 101 E 3rd Street, Yankton, SD.

Attachment III-2

3. Public Hearing for Sale of Alcoholic Beverages

Consideration of Memorandum #23-180 regarding the request for a Special Events Retail (on-sale) Liquor License for 1 day, December 1, 2023 from Stripes, Inc. d/b/a Mojo's 3rd Street, 106 E 3rd Street, Yankton, SD at The Meridian Venue, 101 E 3rd Street, Yankton, SD.

Attachment III-3

4. Public Hearing for Sale of Alcoholic Beverages

Consideration of Memorandum #23-181 regarding the request for a Special Events Malt Beverage (on-sale) Retailers License and a Special (on-sale) Wine Retailers License for 1 day, October 6, 2023 from The Center (Kriss Thury, Executive Director), 900 Whiting Drive, Yankton, South Dakota.

Attachment III-4

5. Public Hearing for Sale of Alcoholic Beverages

Consideration of Memorandum #23-182 regarding the request for a Special Events Malt Beverage (on-sale) Retailers License and a Special (on-sale) Wine Retailers License for 1 day, December 31, 2023 from The Center (Kriss Thury, Executive Director), 900 Whiting Drive, Yankton, South Dakota.

Attachment III-5

IV. NEW BUSINESS

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

1. Health Insurance Committee Recommendations

Consideration of Memorandum #23-183 recommending approval of the contract for Group Health Insurance, Dental Insurance, Vision Insurance, Life Insurance, EAP coverage, Flex Spending and Wellness Program for City employees for the 2024 calendar year.

Attachment IV-1

2. Tuition Reimbursement Policy

Consideration of Memorandum #23-184 recommending the tuition reimbursement policy remain unchanged and employees' names are kept confidential pursuant to SDCL 1-27-1.5.

Attachment IV-2

3. **Base Salary Adjustment & Step Plan for Non-Union Eligible City Employees**
Consideration of Memorandum #23-186 recommending the adoption of Resolution #23-46 authorizing the establishment of a base salary adjustment at 4 percent and a 1-Step Plan for all non-union eligible employees of the City of Yankton, South Dakota effective January 1, 2024.

Attachment IV-3
4. **Surplus Property**
Consideration of Memorandum #23-177 recommending the adoption of Resolution #23-55 authorizing the destruction, trade, donation or sale of surplus property by sealed bid.

Attachment IV-4
5. **15th Street Pavement Replacement Project Change Order #1 and Close-out**
Consideration of Memorandum #23-187 recommending the approval of Change Order #1, acceptance of the completed construction project along 15th Street, and authorization of the Finance Officer to issue a manual check to D&G Concrete Construction, Inc. in the amount of \$6,010.00.

Attachment IV-5
6. **Utility Easements**
Consideration of Memorandum #23-188 recommending the adoption of Resolution #23-57, the acceptance and dedication of Gehl Drive Project Utility Easements.

Attachment IV-6
7. **Public Hearing for Sale of Alcoholic Beverages**
Consideration of Memorandum #23-189 regarding the request for a Special Events Retail (on-sale) Liquor License for 1 day, September 29, 2023 from Czeckers, Inc. (Matt, Kelsey, & Jean Hunhoff, Owners), 407 Walnut Street, Mount Marty University Hall of Fame Induction, Ruth Donohoe First Dakota Fieldhouse, 1105 W. 8th St., Yankton, S.D.

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 INTO EXECUTIVE SESSION TO DISCUSS LITIGATION AND PERSONNEL MATTERS UNDER SDCL 1-25-2

Executive or closed meetings may be held by a majority vote of the governing body for the sole purposes of:

- Discussing the qualifications, competence, performance, character or fitness of any public officer or employee.*
- Consulting with legal counsel or reviewing communications from legal counsel about proposed or pending litigation or contractual matters.*
- Preparing for contract negotiations or negotiating with employees or employee representatives.*
- Discussing marketing or pricing strategies by a board or commission of a business owned by the City, when public discussion may be harmful to the competitive position of the business.*

Any official action concerning such matters shall be made at an open official meeting.

VII. RECONVENE AS BOARD OF CITY COMMISSIONERS

1. Roll Call

VIII. ADJOURN THE MEETING OF SEPTEMBER 25, 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
SEPTEMBER 11TH, 2023**

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

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

Action 23-232

Moved by Commissioner Johnson, seconded by Commissioner Benson, to approve Minutes of Work Session of August 28th, 2023 and Minutes of regular meeting of August 28th, 2023.

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

Motion adopted.

Action 23-233

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

1 Ofc - Office Supplies - \$140.83; 1 Ofc - Office Equipment - \$745.67; Abdo Publishing - Books - \$83.80; Act Riverboat Days - Riverboat Days Parade – \$50.00; Adams/Brian - Music At The Meridian - \$2,400.00; Adobe - Adobe – \$19.99; Adobe - Computer Program - \$58.40; Aeroswag - Hats - \$82.04; AFSCME Council - Employee Deduction - \$1,000.18; Amazon - Leadership Book – \$22.98; Amazon - Firefighting Textbook - \$39.00; Amazon - Training Book - \$95.06; American Family - Cancer & ICU Premiums - \$5,666.62; American Red Cross - Lifeguard Certifications - \$36.00; Amazon - Books - \$321.35; Amazon - Fax Drum - \$33.95; Amazon - DVD - \$19.96; Amazon - Receipt Printer - \$220.00; Amazon - Swivel Wheels - \$39.99 ;Amazon - Fly Trap - \$21.98; Amazon - Book - \$27.08; Amazon - PC Cables – \$111.94; Amazon - Janitorial Supplies - \$107.70; Amazon - Pens -\$11.29; Amazon - Janitorial Supplies - \$164.19; Amazon - Book - \$18.99; Amazon - Sign Holders - \$71.97; Amazon - Program Supplies - \$89.92; Amazon - DVD - \$22.99; Amazon - Seat Spacers, Charger - \$77.73; Amazon - Ofc Supplies - \$35.04; AOX - Propane - \$318.6; AT&T - Mobile Data - \$1,247.91; Autozone - Refrigerant - \$342.16; Avera Health Plans - Health Ins - \$84,931.73; Avera Sacred Heart – CDL Testing - \$611.00; Axon - Taser Cartridges - \$2,400.00; Axvoice - Dialer Service - \$21.44; Baker-Taylor - Books - \$2,436.04; Barrio - Lowertown - Travel Expense - \$41.52; Becker Body Shop - Vehicle Repair - \$3,859.15; Bens Brewing - Music At The Meridian - \$37.00; Bluepeak - Internet - \$3,525.57; Boat House - Travel Expense - \$43.76; Bomgaars - Herbicide - \$1,749.72; Braxton Adams - Lifeguard Class Refund - \$106.50; Brie Luken - Lifeguard Class Refund - \$106.50; Brightly Software - Smart Gov Annual Sub - \$10,672.20; Buhls Cleaners - Uniform Alterations - \$20.00; Burger King - Travel Expense - \$12.85; Calvary Baptist Church - Special Events - \$200.00; Carr/Todd - Family Night Spec Event - \$300.00; Caseys - SDML Committee Meetings - \$63.61; Center Point - Large Print Books – \$94.68; CenturyLink - Phone - \$148.16; Chicago Books - Ofc Supplies - \$65.29; CHS - Grease - \$654.40; City Of Vermillion - Joint Powers Transfer - \$83,655.30; City Utilities - Water/WW - \$58,680.88; Clarks Rentals - Concrete Tools - \$235.00; Cornwell Tools - Air Gun, Impact Wrench -

\$771.57; Countryside Mfg - Sign - City Seal - \$350.00; Courtney Pinkelman - Lifeguard Class Refund - \$106.50; Credit Collections Bureau - Garnishment - \$25.00; Crescent Electric - Electrical Supplies - \$277.87; Dairy Queen - Staff Appreciation - \$69.28; Dakota 911 - Training - \$500.00; Danko Emergency Equipment - Nozzles - \$70.00; Dept Of Health - Water Samples - \$848.00; Dept Of Social Services - Child Support - \$2,455.84 ; Dept of Ag - Certification Exam - \$123.00; Dominos - Summer Reading Program - \$99.35; Dooley/Michael - Music At The Meridian - \$150.00; Double H Paving - Airport Construction - \$637,990.10; Dri Signs - Shelter Signs - \$351.35; Drury Plaza Hotel - Travel Expense - \$925.60; Echo Electric - Tower Light Replacement - \$2,067.79; Eldt - CDL Training - \$25.00; Ella Brummer - Lifeguard Class Refund - \$106.50; Emily Tramp - Lifeguard Class Refund - \$106.50; Fairfield Inn - Music At Meridian - \$392.00; Fastenal - Hardware - \$248.10; Fedex - Evidence Shipping - \$52.87; Firefighter - Online Class - \$235.87; First Dakota - HSA Contributions - \$11,463.32; First National - Cafeteria Plan - \$1,759.16; Frontier Mills - Grass Seed - \$184.20; Galls - Bike Shorts - \$80.95; Gerstner Oil - Fuel - \$25,453.44; Globaltest Supply - Thermometer - \$67.99; Go To Glass - Repair Rock Chips F-150 - \$100.00; Goldstar Products - Freight Charge - \$79.92; Gotocom - Meeting - \$192.00; Govt. Finance Officer Assn - Membership Dues - \$190.00; Graham Tire - Metal Valve Stem - \$32.00; Grainger - Banding Tool And Clamps - \$678.43; Grind N Griddle - Music At Meridian - \$68.00; Gusso/Greg - Travel Per Diem - \$11.00; Hach Co - Reagents - \$465.26; Hartington Tree - Downtown Tree - \$151.00; Hawkins - Pool Chemicals - \$3,540.61 ;HDR Engineering - Wastewater Plant Improve - \$113,601.93; Hegg/Jonathon - Music At The Meridian - \$2,750.00; Heiman Fire Equipment - Fire Tool - \$345.33; Hensler/Jay - Music At The Meridian - \$150.00; Holiday Inn Express - Music At Meridian - \$196.00; Houston Equipment - ICS Saw - \$1,437.50; Hy-Vee - Employee Appreciation - \$65.40; ICMA - Contributions - \$3,314.52; Intoximeters - Gas And PBT Tubes - \$346.75; Isabelle Wintz - Lifeguard Class Refund - \$106.50; J & H Care & Cleaning - Janitorial Service - \$4,200.00; Jacks Uniforms - Vest Attachments - \$1,735.01; Jackson Slowey - Lifeguard Class Refund - \$106.50; JCL Solutions - Janitorial Supplies - \$551.30; JEO Consulting Group - Meridian Bridge Columns - \$5,795.00; JJ Benji's - Program Shirts - \$280.00; John T. Jones Construction - Wastewater Construction - \$737,194.12; Kaiser Heating - Air Conditioner Repairs - \$219.95; Kaiser Refrigeration - Oil Mix - \$422.84; Kaylee Goeden - Lifeguard Class Refund - \$106.50; Kevin Kuhl - Lifeguard Class Refund - \$106.50; Kleins Tree Service - Lawn Nuisance - \$1,000.00; KLJ Eng - Survey Services - \$30,943.17; Knife River - Road Materials - \$10,438.52 ;Kobe Koletzky - Lifeguard Class Refund - \$106.50; Koletzky Implement - Filter, Key Lock, Relay - \$145.36; Konrad/Natalie - Lifeguard Class Refund - \$106.50; Kopetskys Ace - Portable Air Pumps - \$450.24; Kramer/Claire - Lifeguard Class Refund - \$106.50; Kwik Trip - Fuel - \$64.79; La Minestra - Travel Expense - \$18.23; Language Line - Translation Services - \$96.34; Lewis & Clark BHS - Evaluation - \$504.00; Lewis And Clark Ford - Manual Regeneration - \$286.93; LLRMI - Training Calendar - \$345.20 ;Locators & Supplies - Safety Shirts - \$44.05; Loves - Fuel - \$139.78; Lumen - Internet Service - \$347.33; Macy Drotzmann - Lifeguard Class Refund - \$106.50; Marshall Bond Pumps - ODS Pump Parts - \$2,147.20; Masonry Components - 3rd St Maple-Green Const - \$234,048.29; Max Diedrichsen - Lifeguard Class Refund - \$106.50; McDonalds - Travel Expense - \$19.25; Melania Enfield - Lifeguard Class Refund - \$106.50; Menards - Refrigerator - \$4,358.42; Merkel Electric - Memorial Park - \$3,875.35; Metrofax - Fax Service - \$11.95; Micah Maska - Lifeguard Class Refund - \$106.50; Midamerica Books - Books - \$1,108.47; MidAmerican Energy - Fuel - \$1,496.25; MidAmerican Energy - Fuel - \$6,649.41; Midwest Alarm - Alarm Monitoring - \$183.00; Midwest Laboratories - Monthly Nutrient Testing - \$198.82; Millenium Recycling - Recycling - \$3,036.25; Minnesota Life - Life Insurance - \$652.19; Money Movers - SAC Maint. Fee - \$11.00; Monson/Joshua - Travel Per Diem - \$11.00; Morrow/Joseph C. - Design Work - \$4,590.00; Nada Enterprises - Music

At Meridian - \$2,500.00; Napa Auto - Belt For Fan Motor - \$481.85; Nartec - Meth Field Test Kits - \$361.54; National Tactical - Membership - \$140.00; NE DOR - Income Tax - \$1,415.15; Northtown Automotive - Garage Parts - \$40.97; Northwestern Energy - Electricity - \$95,247.34; NPC - Oil Absorbing Pads - \$570.08; NRPA - Conference Registration - \$2,715.00; Observer - Subscription - \$35.00; Officesupply - Evidence Room Boxes - \$44.90; Olivia Wintz - Lifeguard Class Refund - \$106.50; Olsons Pest - Pest Control - \$278.00; Orbitz - Conference - \$3,265.44; O'Reilly Auto Parts - Brake Rotors, Tie Rod - \$1,244.90; Overdrive - Ebooks - \$2,213.60; Overhead Door - Door Remote/Wall Switch - \$110.00; Parking Meter - Parking Meter Fee - \$5.75 ;PFS Healthworks – CDL Testing - \$140.72; Pheasantland - Meridian District Signs - \$5,771.98; Pitney Bowes - Postage - \$200.00; Pizza Ranch - Concessions – \$6,400.29; Playaway Products - Wonderbook - \$54.14; Poet Pure - Chemicals - \$1,213.56; Post Office - Utility Billing - \$2,627.03; Power Source Electric - Electrical Work - \$1,366.00; Powers Port A Pot - Music At Meridian - \$405.00; Principal Life Insurance - Dental Insurance - \$6,946.04; Provantage - Plotter Supplies - \$975.39; PSN - Merchant Fees - \$69.85; Quadiant - Postage Ink - \$154.85; Racom Corporation - Beon Access - \$35.80; Rapid City Journal - Subscription - \$443.45; RB Grill House & Sport - Bike Patrol Instructor - \$34.14; Richie Brickhouse - SDML Committee Meeting - \$25.27; Riverside Hydraulics - Wire Flex Pulse Hose - \$688.98; Riverside Tec - Mini Desktops - \$20,725.00; ROD - Deed Filing - \$32.50; Rons Auto Glass - Slide Repairs - \$728.00; Royal Sport Shop - Memorial Sign - \$68.59; Safety Benefits - Safety Conference - \$75.00; SD DMV - Title & License - \$26.70; SD Library Association - SDLA Conference - \$856.00; SD Retirement - Retirement Contributions - \$90,982.69; SD Water & Wastewater - Conference - \$556.00; SDSRP - Retirement Contributions - \$18,049.76; Shamrocks - Travel Expense - \$52.50; Sharon Biscardi - Refund Deposit - \$17.86; Shell Oil - Fuel - \$79.60; Sherwin Williams - Paint - \$144.26; Sherwin Williams - Primer Valve - \$323.99; SHI International - Microsoft Office - \$4,732.80; Shur-Co - Garage Parts - \$983.00; Slowey Construction - Mead Property Const - \$605,045.58 ;South Dakota Humanities - Program Expense - \$50.00; South Dakota Planners - SD Planners Conference - \$125.00; South Dakota State HIS - Office Photography Decor - \$40.00; SESD - Graphic Design - \$77.55; SESD - Membership Dues - \$546.14; Speedway - Travel - \$10.46; Sprinkler Warehouse - Irrigation Supplies - \$365.43; Standard Insurance - Vision Insurance - \$661.60; Stockwell Engineers - McVay Garden - \$1,740.00; Stockwell Engineers - Mead Property Develop - \$40,800.00; Sturdevants - Seat Covers - \$1,696.27; Sweeney Controls - Lift Station – \$140.00; Taco Johns – Training Expense - \$13.48; Tanner Rohde - Lifeguard Class Refund - \$106.50; Taylor Wenzlaff - Lifeguard Class Refund - \$106.50; Tessman Co - Chemicals - \$2,203.00; The Association - ARSL Conference - \$900.00; The Bulldog - Travel Expense - \$66.19; The Icee Company - Concessions - \$1,152.88; Third Millennium - Utility Billing - \$733.06; Titan Machinery - Rotary Mower Attachment - \$3,950.00; TMA - Kubota Repairs - \$482.30; Tommy Harrell - Lifeguard Class Refund - \$106.50; Tractor Supply - Batteries - \$119.94; Transource - Parts - \$1,149.39; Tri-State Turf - Irrigation Hwy81&31st - \$3,012.00; TRK Hosting - Internet Access - \$7.95; Truck Trailer - Washer,Nuts,Bolts,Spring - \$2,236.70; Truck Trailer Sales - Parts - \$2,140.94; Truxedo - Truck Bed Cover - \$340.00; Tuff-Go - Library Bench - \$1,505.00; Twitter - Twitter (X) - \$84.00; Two Rivers Technology - Red Optic - \$340.00; UKG - Payroll Software - \$3,098.00; United Way - Employee Contributions – \$172.00; UPS Store - Water Sample Shipping - \$34.03; US Treasury - Federal Withholding - \$202,465.00; USAbluebook - Leader Hose For Flusher - \$278.85; USPS - Postage - \$110.40; Vanessa Rockne - Summer Program - \$60.00; Verizon - \$590.34;Verizon - Internet Access - \$1,284.18; Viddler - Video Hosting - \$41.49; Walgreens - Summer Reading Program - \$102.59; Walmart - Employee Appreciation - \$1,375.63; Walmart - Program Supplies - \$91.68; Walmart - Concessions - \$413.85; White Cap - Equipment Repairs - \$1,940.99; White Castle - Travel Expense -

\$19.40; Williams & Company - Audit - \$14,265.00; Xerox - Financial Services - Copier Lease & Copies - \$1,288.99; Xtreme Car Wash - Car Wash - \$12.78; Yankton County Treasurer - Title - \$10.00; Yankton Development Enterprise - @FY@ TID Reimbursement - \$34,874.35; Yankton Janitorial - Janitorial Supplies - \$766.40; YMC - Pre Employment Physical - \$1,556.00; Yankton Nurseries - Memorial Park Trees - \$317.96; Yankton Thrive - 2nd Q 23 Sales Tax Reim - \$7,012.22; Yankton Transit - Special Appropriation - \$22,500.00; Yankton Winnelson - Concealed Latch - \$120.23; Zayne Schramm - Lifeguard Class Refund - \$106.50

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

Salaries by Department: August 2023:

Administration \$58,028.20; Finance \$38,092.74; Community Development \$30,162.81; Police/Dispatch \$197,741.43; Fire \$15,049.46; Engineering / Sr. Citizens \$51,936.03; Streets \$57,547.97; Snow & Ice \$0.00; Traffic Control \$4,703.33; Library \$36,552.00; Parks / SAC \$102,475.64; Huether Aquatics Center \$114,178.07; Marne Creek \$9,690.59; Water \$47,101.78; Wastewater \$46,611.22; Cemetery \$7,256.04; Solid Waste \$32,150.54; Landfill / Recycle \$25,520.48; Central Garage \$8,923.16

Personnel Changes: New Hires: Police Department: Cameron Voigt, Police Officer, \$2,242.46 biweekly; Julie Koller, Crossing Guard, \$15.00/hr. Library: Savanna Watson, Library Assistant, \$14.00/hr.

Wage Changes: Environmental Services: Greg Gusso, Wastewater Plant Supervisor, \$2,892.80 to \$2,966.16 biweekly.

Position Changes: Lisa Yardley, Deputy Finance Officer to Interim Finance Officer, \$3,269.69 to \$4,038.46 biweekly.

Mayor Moser read two proclamations regarding: 1. Direct Support Professionals Week; and 2. Welcoming Week.

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

Action 23-234

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

1. Work Session

Setting date of September 25, 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. Establishing public hearing for sale of alcoholic beverages

Establish September 25, 2023 as the date for the public hearing on the request for a Special Events Malt Beverage (on-sale) Retailers License for 1 day, October 20, 2023 from Yankton Area Arts, (Rose Hauger, Executive Director), 508 Douglas Avenue, Yankton, SD at The Meridian Venue, 101 E 3rd Street, Yankton, SD.

3. Establishing public hearing for sale of alcoholic beverages

Establish September 25, 2023 as the date for the public hearing on the request for a Special Events Retail (on-sale) Liquor License for 1 day, November 4, 2023 from Stripes, Inc. d/b/a Mojo's 3rd Street, 106 E 3rd Street, Yankton, SD at The Meridian Venue, 101 E 3rd Street, Yankton, SD.

4. Establishing public hearing for sale of alcoholic beverages

Establish September 25, 2023 as the date for the public hearing on the request for a Special Events Retail (on-sale) Liquor License for 1 day, December 1, 2023 from Stripes, Inc. d/b/a Mojo's 3rd Street, 106 E 3rd Street, Yankton, SD at The Meridian Venue, 101 E 3rd Street, Yankton, SD.

5. Establishing public hearing for sale of alcoholic beverages

Establish September 25, 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, October 6, 2023 from The Center (Kriss Thury, Executive Director), 900 Whiting Drive, Yankton, South Dakota.

6. Establishing public hearing for sale of alcoholic

Establish September 25, 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, December 31, 2023 from The Center (Kriss Thury, Executive Director), 900 Whiting Drive, Yankton, South Dakota.

7. Transient Merchant License

Consideration of Memorandum #23-175 recommending approval of the application from Backyard Butchers to sell USDA inspected frozen and prepackaged steaks via a freezer truck in the parking lot of Tractor Supply, 2908 Broadway Avenue, Yankton, South Dakota from September 15 through October 15, 2023.

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

Action 23-235

This was the time and place for the second reading and public hearing for Ordinance No. #1074 AN ORDINANCE APPROPRIATING MONIES FOR DEFRAYING THE NECESSARY EXPENSES AND LIABILITIES OF THE CITY OF YANKTON, SOUTH DAKOTA, FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2024 AND ENDING DECEMBER 31, 2024, AND PROVIDING FOR THE LEVY OF THE ANNUAL TAX FOR ALL FUNDS CREATED BY THE ORDINANCE WITHIN SAID CITY. No one was present to speak for or against the adoption of the ordinance. Moved by Commissioner Brunick, seconded by Commissioner Webber to adopt Ordinance No. # 1074.

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

Action 23-236

Moved by Commissioner Webber, seconded by Commissioner Miner to approve Resolution #23-48

RESOLUTION #23-48

WHEREAS, a proposed annual budget for the fiscal year commencing January 1, 2024, has been prepared by the City Manager; and,

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

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

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

1. The proposed annual budget attached hereto and made a part hereof is approved and effective January 1, 2024.
2. The City Manager is authorized to record all inter-fund transfers as contained in said approved annual budget.
3. The City Manager is authorized and directed to implement and to administer, within the budgetary funding limits and within adopted City policy and relevant State and City laws and regulations, said annual budget.

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

Action 23-237

Moved by Commissioner Hunhoff, and seconded by Commissioner Johnson, to have any City land sales transactions that are incentivized, require two commission meetings, with a first and second reading. After some Commission discussion, and citizen comments from Jim Means, Commissioner Hunhoff moved to amend his motion to read any City land sales transactions would require two meetings with a first and second reading. Commissioner Johnson seconded the amended motion. Citizen comments were received from Matt Evans, Ron Kraft, Dan Specht, Nancy Wenande and Judy Vanderhule. After Commission discussion, the amendment was voted on.

Roll Call: Members present voting “Aye”: Commissioner Brunick and Commissioner Hunhoff; voting “Nay”: Commissioners Benson, Johnson, Miner, Schramm, Villanueva, Webber and Moser.
Amendment fails.

Then the original motion was voted on.

Roll Call: Members present voting “Aye”: Commissioner Hunhoff; Voting “Nay”: Commissioners Benson, Brunick, Johnson, Miner, Schramm, Villanueva, Webber and Moser.
Motion fails.

Commissioner Hunhoff then moved that any City owned land sales shall be appraised for market value before selling. Commissioner Johnson seconded the motion. Citizen comments were received from Matt Evans, Charlie Gross and Nancy Wenande. After Commission discussion, roll call was taken.

Roll Call: Members present voting “Aye”: Commissioner Hunhoff; Voting “Nay”: Commissioners Benson, Brunick Johnson, Miner, Schramm, Villanueva, Webber and Moser.
Motion fails.

Then Commissioner Hunhoff moved that before entering into incentivized transactions, City officials will complete a background check of the Buyers. Commissioner Johnson seconded the motion. City Attorney Ross Den Herder offered some legal concerns and opinions. Citizens commenting included Judith Gregg, Jim Means, Lynn Peterson and Nancy Wenande. After more Commission discussion, a vote was taken.

Roll Call: Members present voting “Aye”: Commissioner Hunhoff; Voting “Nay”: Commissioners Benson, Brunick, Johnson, Miner, Schramm, Villanueva, Webber and Moser.
Motion fails.

Action 23-238

This was the time and the place for the public hearing on the an application for a New Retail (on-off sale) Malt Beverage License for July 1, 2023 to June 30, 2024 from Event Central (Matt Evans, Owner), 2101 Broadway Ave, Yankton, S.D.

The above application is in compliance with the City Code of Ordinances, as checked by the Department of Finance. A Police check on the applicant revealed no felony convictions or wants. The applicant is in compliance with all building and fire codes, (Memorandum 23-174). No one was present to speak for or against the application.

Moved by Commissioner Schramm, seconded by Commissioner Benson to approve

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

Action 23-239

After an informal presentation and review by Graham Forbes, an auditor with Williams & Co., P.C., of the 2021 City of Yankton Comprehensive Annual Financial Reports (CAFR), it was moved by Commissioner Johnson, seconded by Commissioner Webber, to approve City of Yankton Comprehensive Annual Financial Reports.

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

Action 23-240

Moved by Commissioner Johnson, seconded by Commissioner Webber to approve Resolution #23-54. (Memorandum #23-172)

RESOLUTION #23-54

RESOLUTION FOR APPROVAL OF INCREASE IN VOLUNTEER FIREFIGHTER CALL PAY STIPEND RETROACTIVE TO JANUARY 1, 2023

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, and

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

WHEREAS, one way to recruit and retain volunteers is to provide a nominal stipend as a reimbursement for wear and tear on vehicles and personal items during response, and

WHEREAS, the Fair Labor Standards Act allows for a nominal fee to be paid to volunteer firefighters without placing their status as volunteers in jeopardy, and

WHEREAS, an increase in Volunteer Call Pay Stipend necessitates a transfer of distribution from the Volunteer Firefighters’ Association to the City for administrative purposes.

NOW THEREFORE BE IT RESOLVED by the Board of City Commissioners of the City of Yankton, SD that the Volunteer Firefighter Call Pay Stipend increase to \$30 per call and drill retroactive to January 1, 2023.

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

Action 23-241

Moved by Commissioner Brunick, seconded by Commissioner Benson, to approve Memorandum #23-173 which authorizes the sub-lease of Chan Gurney Airport Hangar #15.

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

Action 23-242

Moved by Commissioner Villanueva, seconded by Commissioner Benson, to adjourn the meeting of September 11, 2023 at 10:47 p.m.

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

Stephanie Moser
Mayor

ATTEST: _____
Al Viereck
Finance Officer

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
A-OX WELDING SUPPLY CO I	PROPANE	89.83	CHEMICALS & GASES	801.801.240		1322606	024042	P	457	00001
	PROPANE	70.02	CHEMICALS & GASES	801.801.240		289665	024041	P	457	00002
		159.85	*VENDOR TOTAL							
BECKMAN/LEAH	BOOKS	28.00	PROGRAM SUPPLIES	101.142.242		001	023960	P	457	00003
BOLLER PRINTING INC	PRINTING	137.50	PRINTING & BINDING	101.111.233		4302B	231553	P	457	00004
CEDAR KNOX PUBLIC POWER	ELECTRICITY	1,031.13	ELECTRICITY	601.601.272		350022554	005176	P	457	00007
	ELECTRICITY	385.24	ELECTRICITY	201.201.272		350035355	005243	P	457	00006
		1,416.37	*VENDOR TOTAL							
CENTURYLINK	PHONE	168.48	TELEPHONE	101.123.271		D89-3052,3086	002829	P	457	00014
	PHONE	83.20	TELEPHONE	601.601.271		D89-3088	002828	P	457	00011
	PHONE	166.40	TELEPHONE	611.611.271		D89-3124,5113	002828	P	457	00012
	PHONE	83.20	TELEPHONE	601.601.271		D89-5022	003059	P	457	00015
	PHONE	83.20	TELEPHONE	611.611.271		D89-5022	003059	P	457	00016
	PHONE	581.26	TELEPHONE	101.111.271		9.11.23	002829	P	457	00013
		1,165.74	*VENDOR TOTAL							
CHS	BULK DEF	230.00	GARAGE GASOLINE & LUBRIC	801.801.238		82643	080036	P	457	00008
CITY OF YANKTON-CENTRAL	SOLID WASTE	32.50	LANDFILL	801.801.276		16045	005523	P	457	00010
CITY OF YANKTON-PARKS	SOLID WASTE	353.36	LANDFILL	201.201.276		16046	003889	P	457	00056
CITY OF YANKTON-SOLID WA	SOLID WASTE	20,815.49	LANDFILL TIPPING FEE	631.631.219		16065	005524	P	457	00009
CITY OF YANKTON-WATER	GARBAGE	81.76	LANDFILL	601.601.276		396138	230188	P	457	00005
DAKOTA PUMP INC	PUMP REPAIR	551.02	REP. & MAINT. - COLLECTI	611.611.226		17262	230190	P	457	00082
DANR - FISCAL OFFICE	SURFACE WATER FEE	600.00	REP. & MAINT. - BUILDING	203.203.223		1082	080983	P	457	00057
DEN HERDER LAW OFFICE, P	LEGAL SERVICES	2,555.60	PROFESSIONAL SERVICES	101.103.202		9718	022305	P	457	00058
	LEGAL SERVICES	1,642.50	PROFESSIONAL SERVICES	101.103.202		9719	022305	P	457	00059
		4,198.10	*VENDOR TOTAL							

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
FEJFAR PLUMBING INC	SPRINKLERS-WESTSIDE PARK	3,478.58	WESTSIDE PARK IMPROVEMEN	503.545.320		58029	080979	P	457	00060
GENERAL TRAFFIC CONTROLS	SCHOOL CROSSING FLASHER	10,025.00	EQUIPMENT	101.126.350		23646,23705	232500	P	457	00063
GERSTNER OIL CO	JET FUEL	30,966.87	GARAGE GASOLINE & LUBRIC	101.127.238		194001	023916	P	457	00017
	FUEL	19,634.74	GARAGE GASOLINE & LUBRIC	801.801.238		194023	024038	P	457	00061
	FUEL	10,971.60	GARAGE GASOLINE & LUBRIC	801.801.238		194030	024040	P	457	00020
	FUEL	2,420.25	GARAGE GASOLINE & LUBRIC	801.801.238		41034	024033	P	457	00019
	FUEL	1,053.80	REP. & MAINT. - PLANT	601.601.221		43234	230187	P	457	00018
	WHEEL GREASE	241.50	GARAGE GASOLINE & LUBRIC	801.801.238		53635	080037	P	457	00062
	FUEL	773.48	GARAGE GASOLINE & LUBRIC	801.801.238		71296	024044	P	457	00079
		66,062.24	*VENDOR TOTAL							
HANCOCK CONCRETE PRODUCT	STORM SEWER COVERS	18,509.94	ROAD MATERIALS	101.123.239		1814550	023570	P	457	00064
HANSON BRIGGS ADVERTISIN	ENVELOPES	265.95	OFFICE SUPPLIES	101.104.232		32459	023384	P	457	00065
HAWKINS INC	CHEMICALS	1,066.08	CHEMICALS & GASES	203.203.240		6567850	080999	P	457	00066
	CHEMICALS	504.11	CHEMICALS & GASES	202.202.240		6567932	080999	P	457	00067
	CHEMICALS	11,776.02	CHEMICALS & GASES	601.601.240		6571567	230185	P	457	00021
	CHEMICALS	307.50	CHEMICALS & GASES	601.601.240		6574590	230185	P	457	00022
		13,653.71	*VENDOR TOTAL							
HILLCREST PRO-AM	ADVERTISEMENT	200.00	ADVERTISING	203.203.211		728	081001	P	457	00068
JACK'S UNIFORMS	DUTY WEAPON	429.00	EQUIPMENT	101.111.350		1-9873A	231548	P	457	00023
JEBRO INC	ASPHALT	24,384.81	OPEN ASPHALT	506.572.376		279732	023313	P	457	00024
K-SCALE LLC	SERVICE SCALE	677.40	BUILDING REPAIR & MAINT.	637.637.223		27040	024050	P	457	00069
MERKEL ELECTRIC	15TH & BDWY STREET LIGHT	3,878.37	REP. & MAINT. - EQUIPMEN	101.126.221		10599	024039	P	457	00027
	GFCI BREAKERS	1,292.23	REP. & MAINT. - BUILDING	201.201.223		10607	080978	P	457	00072
		5,170.60	*VENDOR TOTAL							
MIDWEST ALARM COMPANY IN	ALARM TESTING	85.50	PROFESSIONAL SERVICES	801.801.202		353123	024046	P	457	00071
	ALARM TESTING	85.50	PROFESSIONAL SERVICES &	637.637.202		353124	024047	P	457	00070
		171.00	*VENDOR TOTAL							

Schedule of Bills

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
MORMAN/JOLENE REFUND UTIL SERV CHARGE	30.00	SALE SERVICE & MATERIAL	601.3812		2.469.0.3	023383	P 457 00025
MOTOROLA SOLUTIONS INC BODY CAMERA CORDS	80.00	REP. & MAINT. - EQUIPMEN	101.111.221		8281702354	231551	P 457 00026
MUSIC SERVICES, LLC SUMMER READING PROGRAM	100.00	RECREATION SUPPLIES	701.701.242		09.07.23	023957	P 457 00028
OBSERVER ADVERTISEMENTS	48.00	ADVERTISING	203.203.211		9.6.23	081000	P 457 00073
ONE OFFICE SOLUTION OFFICE SUPPLIES	10.38	OFFICE SUPPLIES	101.102.232		529103	024005	P 457 00083
POWER SOURCE ELECTRIC SERVICE REPAIR	3,500.00	REP. & MAINT. - PLANT	601.601.221		S-68273	230186	P 457 00029
POWERPHONE TRAINING	329.00	CONFERENCE & MEETINGS	208.208.265		81179	230015	P 457 00080
PRESS DAKOTA MSTAR SOLUT PUBLIC NOTICE	14.08	PUBLISHING	101.101.211		07.31.23	024014	P 457 00032
PUBLIC NOTICE	40.89	PUBLISHING	101.106.211		146836	023993	P 457 00030
PUBLIC NOTICE	56.16	REP. & MAINT. - EQUIPMEN	101.122.221		148028	024045	P 457 00077
MINUTES	183.84	PUBLISHING	101.101.211		7.27.23	024013	P 457 00033
MINUTES	386.08	PUBLISHING	101.101.211		8.17.23	024071	P 457 00031
	681.05	*VENDOR TOTAL					
PRO TRACK AND TENNIS, IN TENNIS COURT PROJECT	40,800.00	TENNIS COURTS - MEMORIAL	503.541.325		2413	022559	P 457 00034
RON'S AUTO GLASS REPAIR WINDSHIELD REPLACEMENT	550.00	REP. & MAINT. -VEHICLES	101.111.222		104413	231552	P 457 00035
SIGN SOLUTIONS SIGNS	156.86	ROAD MATERIALS	101.123.239		406753	024043	P 457 00036
SWEENEY CONTROLS COMPANY LIFT STATION REPAIRS	1,041.00	REP. & MAINT. - COLLECTI	611.611.226		STDINV18022	230189	P 457 00081
TRAFFIC CONTROL CORP TRAFFIC LIGHTS & SIGNS	2,853.00	EQUIPMENT	101.126.350		143766	024048	P 457 00074
SIGNS	3,736.00	EQUIPMENT	101.126.350		145353	024016	P 457 00075
	6,589.00	*VENDOR TOTAL					
UNITED STATES POSTAL SER POSTAGE	103.59	POSTAGE	101.122.231		9.1.23	002989	P 457 00041
POSTAGE	157.80	POSTAGE	101.104.231		9.1.23	002989	P 457 00042
POSTAGE	8.19	POSTAGE	101.111.231		9.1.23	002989	P 457 00043
POSTAGE	11.71	POSTAGE	201.201.231		9.1.23	002989	P 457 00044

Schedule of Bills

VENDOR NAME	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
UNITED STATES POSTAL SER									
POSTAGE	8.82	POSTAGE	101.122.231		9.1.23	002989	P	457	00045
POSTAGE	52.29	POSTAGE	637.637.231		9.1.23	002989	P	457	00046
POSTAGE	8.19	POSTAGE	101.102.231		9.1.23	002989	P	457	00047
POSTAGE	20.79	POSTAGE	101.106.231		9.1.23	002989	P	457	00048
POSTAGE	5.67	POSTAGE	101.107.231		9.1.23	002989	P	457	00049
POSTAGE	11.91	POSTAGE	203.203.231		9.1.23	002989	P	457	00050
POSTAGE	25.17	POSTAGE	101.114.231		9.1.23	002989	P	457	00051
POSTAGE	114.54	POSTAGE	601.601.231		9.1.23	002989	P	457	00052
POSTAGE	109.44	POSTAGE	611.611.231		9.1.23	002989	P	457	00053
POSTAGE	30.54	POSTAGE	631.631.231		9.1.23	002989	P	457	00054
POSTAGE	0.63	OFFICE SUPPLIES	101.123.232		9.1.23	002989	P	457	00055
	669.28	*VENDOR TOTAL							
YANKTON JANITOR SUPPLY I									
CLEANING SUPPLIES	48.00	REP. & MAINT. - BUILDING	101.114.223		437475	235579	P	457	00078
YANKTON POLICE DEPARTMEN									
PETTY CASH	50.00	PUBLIC EDUCATION EXPENDI	101.111.251		8.31.23	023082	P	457	00038
PETTY CASH	28.18	TRAVEL EXPENSE	101.111.263		8.31.23	023082	P	457	00039
PETTY CASH	20.00	PUBLIC EDUCATION EXPENDI	101.111.251		8.31.23	023082	P	457	00040
	98.18	*VENDOR TOTAL							
YANKTON VOL FIRE DEPARTM									
FIRE CALL PAY	2,090.00	PROFESSIONAL SERV.-VOLUN	101.114.202		9.1.23	235584	P	457	00037
STATE FIRE PREMIUM	65,748.10	YANKTON VOLUNTEER PREMIU	101.114.204		9.13.23	023385	P	457	00076
	67,838.10	*VENDOR TOTAL							

Schedule of Bills

VENDOR NAME	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
DESCRIPTION							
REPORT TOTALS:	295,366.77						

RECORDS PRINTED - 000083

Schedule of Bills

FUND RECAP :

FUND	DESCRIPTION	DISBURSEMENTS
101	GENERAL FUND	145,578.89
201	PARKS AND RECREATION	2,042.54
202	HUETHER FAMILY AQUATICS CTR	504.11
203	SUMMIT ACTIVITY CENTER	1,925.99
208	911/DISPATCH	329.00
503	PARK CAPITAL	44,278.58
506	SPECIAL CAPITAL IMPROV	24,384.81
601	WATER OPERATION	18,061.15
611	WASTE WATER OPERATION	1,951.06
631	SOLID WASTE	20,846.03
637	JOINT POWER	815.19
701	LIBRARY TRUST	100.00
801	CENTRAL GARAGE	34,549.42
TOTAL ALL FUNDS		295,366.77

BANK RECAP :

BANK	NAME	DISBURSEMENTS
1DAK	FIRST DAKOTA NAT'L BANK CORP	295,366.77
TOTAL ALL BANKS		295,366.77

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

DATE APPROVED BY

.....

.....



OFFICE OF THE CITY MANAGER

www.cityofyankton.org

VOL. 58 NUMBER 18

Commission Information Memorandum

The Yankton City Commission meeting on Monday, September 25, 2023 will begin at 7:00 pm.

Non-Agenda Items of Interest

1) Finance Department Update

Finance prepared the City levy for property taxes as part of the 2024 budget Ordinance No. 1074 and submitted it to the Yankton County auditor's office on September 15. The Yankton Road Tax (YRT) levy per Resolution #23-43 and delinquent Special Assessments were also delivered to the county auditor.

A surplus resolution is presented for this meeting's commission action with an online Purple Wave auction tentatively scheduled for October 31. Surplus property may be sold, traded, loaned, destroyed or otherwise disposed of pursuant to SDCL 6-13-1.

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

2) Parks and Recreation Department Update

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

3) Community and Economic Department Update

The annual mobile home park licensing inspection process has begun and will culminate with the City Commission's consideration of 2024 licenses at the December 11, 2023 City Commission meeting. This was a year of continued progress in helping ensure that mobile home units and park spaces are safe and properly cared for. We will continue to work closely with mobile home park owners to make sure their properties meet licensing requirements thus providing a viable housing option while maintaining the character of the community.

- September 6 - Mailed notice of upcoming inspections to mobile home park owners.
- September 18 – 22 - Mobile home park inspections.
- September 25 - Mobile home park inspections complete and preparing to send notification letters to owners with non-compliant items.
- Mid-October - Finance Department mails license applications to park owners.
- October 27 - Re-inspection of non-compliant issues begins. Recommendation for approval based on compliance.
- Mid-November - Mobile home park license applications due to Finance Department.
- December 11 - City Commission considers 2024 mobile home park licenses.

4) Human Resources & Employee Engagement Department Update

We are accepting applications for full time Police Officers. This position will remain open until filled. Interested applicants can visit cityofyankton.org and click on the Employment tab for information, or directly contact the Human Resource Department.

We continue to accept applications for Deputy Finance Officer. The position is open until filled. The Finance Generalist position closed September 20. Interviews are being scheduled and a recommendation for hire will be forthcoming.

The position of Grounds Maintenance Worker in the Parks and Recreation Department closed on August 27. Interviews were held and Austin Steinberg was selected to fill the vacancy. Austin has been a seasonal maintenance employee in the Parks Department since April and is looking for a career where he can work outdoors and be involved in making the community a better place to live. Austin began full time employment on September 12.

We continue to accept applications for Part Time Lifeguard and Water Safety Instructors for the Summit Activities Center/Parks and Recreation Department.

The City of Yankton's September's presentation by Well365 out of Sioux Falls focuses on overall preventative health such as screenings, checkups and/or counseling to prevent or detect illnesses, disease, or other health problems. The presentation has been distributed to staff.

The FINANCE 101 presentation was held September 20. Todd Woods from First Dakota National Bank Plan was on hand to give suggestions and answer questions. This hour presentation covered several topics including:

- Credit Report
- Financial Planning
- Budgeting
- Retirement Strategies
- Debt Reduction

The Employee Committee is hosting breakfast for all employees on Wednesday, September 27 from 6:00-9:00 AM in City Hall Meeting Room B.

Flu shots have been scheduled for employees on October 11 and October 18. Flu shots will be provided by Yankton Medical Clinic this year.

5) Library Update

One of the more popular services available across the country in recent years is the boom of subscription boxes. From meals kits to toys boxes, subscription services are quite popular. We used this idea to create teen subscription bags at the library. Subscription bags are offered each year from September through May to students in grades 6-12. Their monthly subscription bag contains a library book, a bookmark, a sticker, a snack, and a fun surprise like a fidget or keychain. Teens complete an online form telling the library about their interests, favorite books, and favorite snacks as well as preferences for types of books they would like us to select for them. Information about the subscription bags is posted in the library, shared in the monthly teen press release, and shared with the local middle schools and the high school.

Teens “pay” for their subscription bags quarterly by volunteering at the library, reviewing a book, creating a video, referring a friend to get a library card, or other options that are included in their monthly bag. This year will mark our third year offering this service to teens. The “payment” for the bag was added in 2022 and, as a result, we had plenty of teen volunteers at our larger youth events like our Halloween and Noon Year’s Eve parties. We also had new people get library cards through a teen referring them. So far for 2023, we have 17 teens registered with hopes that the number of

subscribers will increase once the first round of bags goes out. The first round of bags was prepped and ready for pick up on September 1. Teens are always excited to pick up their bags and the staff loves hearing what they thought about the book picked just for them as well as their excitement about all the little extras!

6) Police Department Update

Commander Rothenberger attended the Highway Safety meeting in Sioux Falls. His attendance was required to receive Highway Safety grant funding that provides equipment and reimbursement for overtime spent trying to make the roads safer in our community.

The state radios in our area were upgraded to the new P25 system. This did not have a huge impact on the Police Officers but it did have an impact on the Yankton County Sheriff's Office and dispatch. To assist in the transition, YPD loaned portable radios to the Yankton County Sheriff's Office to ensure that they had radio communication with dispatch while the upgrade was put in place.

Officer Keitel spoke with kids at the Boys and Girls Club Academy location about what a police officer does and what it takes to become a police officer. It is never too early to start recruiting for the future of our department.

Our School Resource Officers participated in Touch a Truck. They had fun handing out stickers and talking to the kids about our School Resource Officer cars and the equipment we have in them.

7) Fire Department Update

Yankton firefighters are gearing up for the "busy season" with department activities. The Annual Pancake Feed Fundraiser was held September 24. Money raised from this activity benefits the Volunteer Firefighters' Association and the Auxiliary. Modern Woodmen provided matching funds up to \$3000 for this fundraiser.

Two contractors are in town performing the annual hose test and pump tests for our fire apparatus. The purpose of these tests is to ensure that our primary means of conveying water to the seat of a fire meet or exceed manufacturing standards. We conduct these tests annually to identify any equipment in need of repair or replacement. The fire department is also conducting some tests on a different nozzle complement that allows more water to flow with less nozzle reaction thus allowing more efficient movement within a burning building.

Fire Prevention Week is October 8-14. The theme is "Cooking safety starts with you!" Yankton firefighters will host an open house on October 11 from 5:30 PM to 7 PM.

As of September 18, Yankton volunteers, paid staff, and lake area first responders have responded to a total of 279 incidents this year. This number reflects all call types both within the City limits and in the rural fire district.

8) Public Works Department Update

Street Department crews have been patching asphalt on various streets throughout the City. Crews have completed the asphalt paving on Mulberry Street from 14th Street to 15th Street.

3rd Street & Green Street Reconstruction: All of the underground utilities have been installed. The contractor is now working on getting the subbase to grade. Depending on weather, it is anticipated this project will be very close to completion in the next 2-3 weeks.

Elm Street from 20th Street to 21st Street: Feimer Construction is currently finishing up the water service line swap to the new main. Once complete with the new watermain, they will concentrate on the two sewer main repairs that are needed. Subbase grading will begin once the utility work is finished.

Mead Development: Grading continues for the project. All of the curb and gutter, except for two small sections, has been installed. Masonry Components is currently paving mainline on 33rd Street. Slowey Construction has also started backfilling behind some of the curb.

9) Information and Technology Services Department Update

The State of South Dakota was scheduled to upgrade the state radio system in the Yankton area on Monday, September 18. City radio contractors were on site and completed programming. The upgrade was postponed until the 19th starting at 11:00 a.m. Previously most of the City's radios that utilize the state radio system had been reprogrammed.

10) Environmental Services Department Update

Staff is continuing to work with Ferguson Water Works on the water meter upgrade project. Ferguson has contracted with a local contractor for installation of the meter reading equipment. The radios and cable for the water towers have been ordered. The contractor plans on installing the cable on the water towers this fall. The radios will be mounted later this winter. The contractor is also running a new power line to the Memorial Park tower.

The first major delivery of water meters was delivered last week. Staff will be working with the Ferguson Water Works installation team to begin installing meters this fall. Staff will be sending letters to property owners to schedule meter changes. Staff will also be using social media to educate the public on the water meter project. The installation team will be completing service line and sump pump inspections.

Staff attended the annual Water and Wastewater Association conference. The South Dakota Department of Agriculture and Natural Resources presented on the new lead and copper rule. This included the required lead service line inventory updates. The state's lead service line inventory web page is online. Please visit <https://www.sdwaterpipes.com/>. The water meter installation team will be utilized to collect the required data for the lead service inventory. Staff also got updates on the future requirements for lead service line replacement. Grant funds may be available for the lead service line replacement.

11) Monthly reports

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

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

Sincerely,

Amy Leon
City Manager

FINANCE MONTHLY REPORT

ACTIVITY	AUGUST 2023	AUGUST 2022	AUGUST 2023 YTD	AUGUST 2022 YTD
UTILITY BILLING:				
Water				
Water Sold (in gallons per 1,000)	87,504 M	123,287 M	489,261 M	488,332 M
Water Billed	\$802,794.71	\$1,027,733.09	\$4,984,044.19	\$4,937,102.64
Basic Water Fee/Rate per 1000 ga	\$27.51/6.30	\$27.51/6.30		
Number of Accounts Billed	5,751	5,715	44,738	44,286
Number of Bills Mailed	5,751	5,715	44,738	44,286
Total Meters Read	5,992	5,939	47,805	47,350
Meter Changes/pulled	7	5	55	42
Total Days Meter Reading	1	1	8	8
Misreads found prior to billing	0	0	0	0
Customers requesting Rereads	0	0	0	0
Sewer				
Sewer Billed	\$425,220.33	\$434,638.44	\$3,171,717.72	\$2,917,137.02
Basic Sewer Fee/Rate per 1000 ga	\$17.53/\$6.80	\$11.22/\$6.80		
Solid Waste				
Solid Waste Billed	\$110,738.79	\$110,135.13	\$881,456.52	\$874,263.38
Basic Solid Waste Fee	\$23.61	\$23.61		
Tax Billed	\$6,834.06	\$7,124.43	\$56,349.67	\$56,527.49
Misc. Billed	\$600.00	\$1,140.00	\$10,708.40	\$10,890.00
Total Utility Billing:	\$1,346,187.89	\$1,580,771.09	\$9,104,276.50	\$8,795,920.53
Adjustment Total:	(\$80.00)	(\$485.60)	(\$1,177.60)	(\$2,947.02)
Misread Adjustments	\$0.00	\$0.00	\$0.00	\$0.00
Other Adjustments	\$0.00	(\$455.60)	(\$787.60)	(\$2,387.02)
Penalty Adjustments OFF	(\$100.00)	(\$60.00)	(\$740.00)	(\$700.00)
Penalty Adjustments ON	\$20.00	\$30.00	\$350.00	\$140.00
New Accounts/Connects	46	97	699	665
Accounts Finaled/Disconnects	46	77	345	444
New Accounts Set up	7	7	36	33
Delinquent Notices	404	408	3,062	3,047
Doorknockers	158	132	1,128	1,079
Delinquent Call List	105	96	777	521
Notice of Termination Letters	9	14	78	69
Shut-off for Non-payment	7	7	47	36
Delinquent Notice Penalties	\$4,040.00	\$4,080.00	\$30,620.00	\$30,470.00
Doorknocker Penalties	\$1,580.00	\$1,320.00	\$11,280.00	\$10,790.00
Other Office Functions:				
Interest Income	\$237,401.29	\$124,998.15	\$1,802,528.62	\$423,157.24
Interest Rate-Checking Account	5.47%	2.64%		
Interest Rate-CDs	N/A	N/A		
# of Monthly Vendor Checks	154	129		
Payments Issued to Vendors	\$4,257,938.85	\$4,931,965.15	\$25,877,032.37	\$20,274,216.71
# of Employees on Payroll	302	266		
Monthly Payroll	\$653,716.06	\$585,696.63	\$4,962,111.82	\$4,425,702.62

Commission Information Memorandum

PARKS AND RECREATION DEPARTMENT

SUMMIT ACTIVITIES CENTER and RECREATION PROGRAMS

Summit Activities Center Membership Information:

	Current	Last	Change
○ Active & Fit/Renew Active/Silver Sneakers	135	132	3
○ Adult Annual	81	78	3
○ Adult EFT	49	48	1
○ Adult Monthly	99	98	1
○ City of Yankton Single	61	61	0
○ Firefighter Single	19	19	0
○ 10 Use Punch card	57	59	-2
○ Individual Annual	91	92	-1
○ Individual Monthly	1	4	-3
○ Radio	41	41	0
○ Youth Annual	41	41	0
○ Youth EFT	12	12	0
○ Youth Monthly	51	58	-7
Total # of Active Members	738	743	-5

- Mid-February 2023- total memberships peaked at 861.
 - Last year at the end of September, we had 636 active memberships.
 - In September of 2019 (pre-pandemic), we had 1,041 memberships on the books.
- Attendance – 1,574 (1,574 SAC, No GL stats at the time of this report) compared to 1,124 (SAC only) in first-half of September 2022.
- Total Cash Revenue at the SAC 9/1-15/23 – \$6,951.04 compared to \$13,314.11 in September 2022.

Monday, September 4, 2023

- SAC Closed – Labor Day Holiday

Tuesday, September 5, 2023

- SAC Fall Hours Start
 - Monday-Thursday 5:00 AM-10:00 PM
 - Friday 5:00 AM-8:00 PM
 - Saturday & Sunday 7:00 AM-8:00 PM

Monday, September 11, 2023

- SAC Pool water dumped for Cleaning and Maintenance
- SAC Pool Slide getting soda blasted and repainted.
- Re-open Pool on Saturday, September 16, 2023.

Sunday, September 3, 2023

- **SAC Library Day Passes Used**
 - 1 Coupons (1 Adult)

Tuesday, September 5, 2023

- **SAC Library Day Passes Used**
 - 1 Coupons (1 Adult)

Additional SAC Information for first half of Sept.:

- **Aqua Zumba**
 - Participation – 28 Participants
- **Power Abs**
 - Participation – 25 Participants
- **Power Yoga**
 - Participation – 25 Participants
- **Prime Time Senior Class**
 - Participation – 33 Participants
- **Strength & Flexibility**
 - Participation – 43 Participants
- **Tabata**
 - Participation – 25 Participants
- **Trim & Tone**
 - Participation – 14 Participants
- **Turbo Kick**
 - Participation – 5 Participants
- **Wake UP**
 - Participation – 16 Participants
- **Water Aerobics Classes**
 - Participation – 61 Participants
- **Work Out Express Class**
 - Participation – 3 Participants
- **Yoga**
 - Participation – 19 Participants

- **Zumba**
 - Participation – 25 Participants
- **Zumba Gold**
 - Participation – 43 Participants
- **Birthday Party Rentals**
 - Participation – 0 Birthday Parties
- **Auxiliary/Main Gym Rentals**
 - Hours Rented – 0 Hours
- **Theater Rentals**
 - Hours Rented – 0 Hours
- **Meeting Rooms**
 - Hours Rented – 0 Hours
- **City Hall Rentals**
 - Hours Rented – 0 Hours
- **Capital Building Rentals**
 - Days Rented – 2
- **Park Shelters**
 - Riverside - 8 Rentals
 - Memorial – 0 Rentals
 - Westside – 0 Rental
 - Meridian Bridge – 0 Rental

PARKS

Sunday, September 1 - Yankton Bucks and Gazelles Youth Singers program began for the fall session.

The City has not received final notification on the status of the Land, Water, Conservation Fund grant for resurfacing the courts in Westside Park and converting them into pickle ball courts. The proposal has been approved by the State of SD and now needs approval from the National Parks Service. The amount of the award will be \$34,000 should it be approved.

Luke is working with outside organizations and their special event applications and events for this fall.

Luke has started to plan for the 2023 Holiday Festival of Lights. The theme is “A Frosty Evening.”

Luke has been working with groups to schedule events for the fall of 2023.

- Touch-a-Truck will take place on Saturday, September 23, and this is a City of Yankton sponsored event.
- There are a couple of parades for homecomings (Yankton and Mount Marty) happening in the next weeks.
- Mount Marty tailgating is still taking place at Fantle Memorial Park on Saturdays of home games.

The Parks staff are utilizing the new Field Leveler/Groomer and are leveling the infield on the northwest field in the south complex at Sertoma Park. Once the infield is complete, then the staff will work on the southwest field's infield. This could be a fall project, or it may need to be finished up in the spring if weather does not allow for completion in the fall/early winter.

There are 46 lights in the Walnut Street corridor between 4th Street and 2nd Street that are up-lights for the trees. We currently have identified six lights that are not working properly and we are working through what should be done to remedy the situation. The lights are controlled by Bluetooth on a handheld device when standing right next to the light and the light colors can be changed using the handheld device. We will need to get a quote on replacing the malfunctioning lights when we have determined the exact number of problem lights.

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 continue to move bleachers, benches, trash cans, and other items for the events which will be taking place in Yankton on weekends in the fall.

The Parks Department worked with the Yankton Youth Soccer Association to have all the items they needed from the City delivered to the NFAA complex prior to their tournament on September 16 & 17.

Joint Powers Solid Waste Authority
Financial Report Thru August 31, 2023

Description	Yankton Transfer	Vermillion Landfill	Total Joint	8 Month Budget	Legal 2023 Budget
Joint Power Transfer/Landfill					
<i>Total Revenue</i>	\$1,227,993.26	\$789,290.82	\$2,017,284.08	\$1,572,400.00	\$2,358,600.00
<i>Expenses:</i>					
Personal Services	255,142.03	248,344.95	503,486.98	560,018.67	840,028.00
Operating Expenses	187,812.48	417,657.18	605,469.66	707,902.00	1,061,853.00
Depreciation (est)	132,366.32	173,468.00	305,834.32	303,797.33	455,696.00
Trench Depletion	0.00	214,846.69	214,846.69	153,333.33	230,000.00
Closure/Postclosure Resrv	0.00	9,005.10	9,005.10	17,333.33	26,000.00
Amortization of Permit	0.00	1,449.08	1,449.08	1,000.00	1,500.00
<i>Total Operating Expenses</i>	<u>575,320.83</u>	<u>1,064,771.00</u>	<u>1,640,091.83</u>	<u>1,743,384.67</u>	<u>2,615,077.00</u>
<i>Non Operating Expense-Interest</i>	<u>3,268.87</u>	<u>67,900.74</u>	<u>71,169.61</u>	<u>48,974.00</u>	<u>73,461.00</u>
<i>Landfill Operating Income</i>	<u>649,403.56</u>	<u>(343,380.92)</u>	<u>306,022.64</u>	<u>(219,958.67)</u>	<u>(329,938.00)</u>
Joint Recycling Center					
<i>Total Revenue</i>	0.00	51,923.23	51,923.23	70,333.33	105,500.00
<i>Expenses:</i>					
Personal Services	0.00	149,802.38	149,802.38	174,728.67	262,093.00
Operating Expenses	0.00	95,472.21	95,472.21	89,000.00	133,500.00
Depreciation (est)	0.00	32,176.00	32,176.00	25,333.33	38,000.00
<i>Total Operating Expenses</i>	<u>0.00</u>	<u>277,450.59</u>	<u>277,450.59</u>	<u>289,062.00</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>(225,527.36)</u>	<u>(225,527.36)</u>	<u>(218,728.67)</u>	<u>(328,093.00)</u>
<i>Total Operating Income</i>	<u>\$649,403.56</u>	<u>(\$568,908.28)</u>	<u>\$80,495.28</u>	<u>(\$438,687.33)</u>	<u>(\$658,031.00)</u>
Tonage in Trench:	<u>8/31/2022</u>	<u>8/31/2023</u>			
Asbestos	60.72	49.81	49.81	33.33	50.00
Centerville	220.08	256.05	256.05	733.33	1,100.00
Clay County Garbage	11,079.52	12,201.53	12,201.53	9,666.67	14,500.00
Elk Point	710.75	768.10	768.10	173.33	260.00
Yankton County Garbage	16,717.25	16,741.06	16,741.06	15,933.33	23,900.00
<i>Total Tonage in Trench</i>	<u>28,788.32</u>	<u>30,016.55</u>	<u>30,016.55</u>	<u>26,540.00</u>	<u>39,810.00</u>
Operating Cost per ton			<u>\$54.64</u>	<u>\$67.53</u>	<u>\$67.53</u>

This report is based on the following:

Revenue accrual thru August 31, 2023

Expenses cash thru August, 2023 with September bills

Joint Powers Solid Waste Authority
Financial Report Thru August 31, 2023

Description	Yankton Transfer	Vermillion Landfill	Total Joint	8 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	649,403.56	(568,908.28)	80,495.28	(438,687.33)	(658,031.00)
Depreciation	132,366.32	205,644.00	338,010.32	329,130.67	493,696.00
Trench Depletion	0.00	214,846.69	214,846.69	153,333.33	230,000.00
Amortization of Permit	0.00	1,449.08	1,449.08	1,000.00	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	1,000,000.00	1,500,000.00
Contributed Capital	0.00	3,756.00	3,756.00	3,333.33	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	66,008.78	66,008.78	3,333.33	5,000.00
<i>Cash Flow Transfer:</i>					
Joint Power Transfer/Landfill	(588,461.80)	588,461.80	0.00	1,160,000.00	1,740,000.00
Joint Recycling Center	0.00	0.00	0.00	0.00	0.00
<i>Total Funds Available</i>	<u>457,431.24</u>	<u>3,048,090.07</u>	<u>3,505,521.31</u>	<u>5,010,424.80</u>	<u>6,116,146.47</u>
Application of Funds Available					
<i>Joint Power Transfer/Landfill</i>					
Equipment	169,461.40	44,409.51	213,870.91	374,666.67	562,000.00
Trench	0.00	0.00	0.00	0.00	0.00
Closure/Postclosure Cash Res.	0.00	9,005.10	9,005.10	17,333.33	26,000.00
<i>Joint Recycling Center</i>					
Equipment	0.00	49,286.50	49,286.50	62,666.67	94,000.00
<i>Payment Principal</i>	33,218.94	68,342.91	101,561.85	231,952.67	347,929.00
<i>Appropriation to Reserve</i>	0.00	0.00	0.00	0.00	0.00
<i>Total Applied</i>	<u>202,680.34</u>	<u>171,044.02</u>	<u>373,724.36</u>	<u>686,619.33</u>	<u>1,029,929.00</u>
<i>Ending Balance</i>	<u>\$254,750.90</u>	<u>\$2,877,046.05</u>	<u>\$3,131,796.95</u>	<u>\$4,323,805.47</u>	<u>\$5,086,217.47</u>

Joint Power Transfer/Landfill Description	Yankton Transfer	Vermillion Landfill	Total Joint	8 Month Budget	Legal 2023 Budget
<i>Revenue: (accrual)</i>					
Asbestos	\$0.00	\$3,237.71	\$3,237.71	\$4,000.00	\$6,000.00
Elk Point	0.00	42,629.76	42,629.76	41,600.00	\$62,400.00
Centerville	0.00	14,210.91	14,210.91	9,333.33	14,000.00
Beresford	0.00	0.00	0.00	0.00	0.00
Clay County Garbage	0.00	704,615.91	704,615.91	550,000.00	825,000.00
Compost-Yd Waste-Wood	0.00	5,434.55	5,434.55	6,333.33	9,500.00
Contaminated Soil	0.00	4,742.23	4,742.23	5,000.00	7,500.00
White Goods	0.00	1,610.30	1,610.30	4,000.00	6,000.00
Tires	0.00	11,735.95	11,735.95	6,666.67	10,000.00
Electronics	0.00	773.50	773.50	4,000.00	6,000.00
Other Revenue	4,356.45	300.00	4,656.45	3,400.00	5,100.00
Cash long	1.61	0.00	1.61	0.00	0.00
Rubble	37,170.55	0.00	37,170.55	34,666.67	52,000.00
Transfer Fees	1,179,201.85	0.00	1,179,201.85	900,000.00	1,350,000.00
Metal	7,262.80	0.00	7,262.80	3,333.33	5,000.00
Other Operational - Solid Waste	0.00	0.00	0.00	66.67	100.00
Total Revenue	1,227,993.26	789,290.82	2,017,284.08	1,572,400.00	2,358,600.00
<i>Expenses: (cash)</i>					
Personal Services	255,142.03	248,344.95	503,486.98	560,018.67	840,028.00
Insurance	23,259.48	7,396.85	30,656.33	22,218.67	33,328.00
Professional Service/Fees	22,146.90	68,424.70	90,571.60	126,666.67	190,000.00
Non Professional Fees	0.00	0.00	0.00	0.00	0.00
Processing- Reduction	0.00	13,790.80	13,790.80	8,000.00	12,000.00
State Fees	0.00	30,016.55	30,016.55	31,000.00	46,500.00
Professional - Legal/Audit	4,118.40	0.00	4,118.40	1,833.33	2,750.00
Publishing & Advertising	0.00	3,098.42	3,098.42	1,866.67	2,800.00
Rental	0.00	0.00	0.00	333.33	500.00
Hauling fee	0.00	0.00	0.00	0.00	0.00
Equipment repair	34.59	85,809.26	85,843.85	44,000.00	66,000.00
Motor vehicle repair	0.00	2,183.92	2,183.92	16,333.33	24,500.00
Vehicle fuel & maintenance	98,431.68	36,045.72	134,477.40	183,333.33	275,000.00
Equip, Mat'l & Labor	9,558.16	0.00	9,558.16	43,333.33	65,000.00
Building repair	1,426.88	9,432.87	10,859.75	16,000.00	24,000.00
Facility repair & maintenance	0.00	5,385.26	5,385.26	23,333.33	35,000.00
Postage	324.00	14.49	338.49	566.67	850.00
Office supplies	503.09	129.99	633.08	2,333.33	3,500.00
Copy supplies	174.26	120.63	294.89	250.00	375.00
Uniforms	476.95	2,424.34	2,901.29	5,000.00	7,500.00
Small Tools & Hardware	1,243.28	0.00	1,243.28	166.67	250.00
Travel & Training	0.00	1,827.85	1,827.85	3,000.00	4,500.00
Operating supply	0.00	123,240.22	123,240.22	121,733.33	182,600.00
Electricity	5,946.28	10,213.46	16,159.74	20,666.67	31,000.00
Heating Fuel - Gas	14,153.00	13,998.17	28,151.17	30,333.33	45,500.00
Water	2,956.24	949.80	3,906.04	2,400.00	3,600.00
WW service	2,394.22	0.00	2,394.22	866.67	1,300.00
Landfill	165.27	0.00	165.27	200.00	300.00
Telephone	499.80	3,153.88	3,653.68	2,133.33	3,200.00
Depreciation (est)	132,366.32	173,468.00	305,834.32	303,797.33	455,696.00
Trench Depletion		214,846.69	214,846.69	153,333.33	230,000.00
Closure/Postclosure Resrv		9,005.10	9,005.10	17,333.33	26,000.00
Amortization of Permit		1,449.08	1,449.08	1,000.00	1,500.00
Total Op Expenses	575,320.83	1,064,771.00	1,640,091.83	1,743,384.67	2,615,077.00

Joint Powers Solid Waste Authority
Financial Report Thru August 31, 2023

Joint Power Transfer/Landfill Description	Yankton Transfer	Vermillion Landfill	Total Joint	8 Month Budget	Legal 2023 Budget
<i>Non Operating Expense-Interest</i>	3,268.87	67,900.74	71,169.61	48,974.00	73,461.00
<i>Bond Issuance Costs</i>	0.00	0.00	\$0.00	0.00	10,000.00
<i>Operating Income (Loss)</i>	\$649,403.56	(\$343,380.92)	\$306,022.64	(\$219,958.67)	(\$339,938.00)
<i>Capital:</i>					
Capital Outlay	\$169,461.40	\$44,409.51	\$213,870.91	\$374,666.67	\$562,000.00
Landfill Development	0.00	325,797.26	325,797.26	1,049,333.33	\$1,574,000.00
Capital Lease	0.00	0.00	0.00	0.00	\$0.00
<i>Total Capital Expenditures</i>	\$169,461.40	\$370,206.77	\$539,668.17	\$1,424,000.00	\$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>	(\$588,461.80)	\$588,461.80	\$0.00	\$0.00	\$0.00
<i>Tonage in Trench:</i>					
Asbestos		49.81	49.81	33.33	50.00
Centerville Garbage		256.05	256.05	733.33	1,100.00
Clay County Garbage		12,201.53	12,201.53	9,666.67	14,500.00
Elk Point		768.10	768.10	173.33	260.00
Yankton County Garbage		16,741.06	16,741.06	15,933.33	23,900.00
<i>Total Tonage in Trench</i>		30,016.55	30,016.55	26,540.00	39,810.00
Operating Cost per ton			\$54.64	\$67.53	\$67.53

Joint Recycling Center Description	Yankton Transfer	Vermillion Center	Total Joint	8 Month Budget	Legal 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	1,666.67	2,500.00
Plastic	0.00	12,558.50	12,558.50	10,000.00	15,000.00
Aluminum	0.00	13,573.61	13,573.61	10,666.67	16,000.00
Newsprint	0.00	2,003.25	2,003.25	6,000.00	9,000.00
Cardboard	0.00	19,394.13	19,394.13	33,333.33	50,000.00
High Grade Paper	0.00	0.00	0.00	3,333.33	5,000.00
Other Material	0.00	837.32	837.32	5,333.33	8,000.00
Contributions/Operating Grants	0.00	0.00	0.00	0.00	0.00
Total Revenue	0.00	51,923.23	51,923.23	70,333.33	105,500.00
<i>Expenses:</i>					
Personal Services	0.00	149,802.38	149,802.38	174,728.67	262,093.00
Insurance	0.00	1,337.89	1,337.89	1,600.00	2,400.00
Professional Service/Fees	0.00	1,650.06	1,650.06	333.33	500.00
Hazardous Waste Collection	0.00	55,593.10	55,593.10	33,333.33	50,000.00
Professional-Legal	0.00	0.00	0.00	0.00	0.00
Publishing & Advertising	0.00	386.65	386.65	1,000.00	1,500.00
Rental	0.00	0.00	0.00	0.00	0.00
Equipment repair	0.00	4,623.93	4,623.93	6,333.33	9,500.00
Vehicle repair & maintenance	0.00	395.56	395.56	466.67	700.00
Vehicle fuel	0.00	3,105.33	3,105.33	4,000.00	6,000.00
Building repair & maintenance	0.00	2,301.97	2,301.97	2,000.00	3,000.00
Postage	0.00	3.62	3.62	33.33	50.00
Freight	0.00	8,750.00	8,750.00	12,333.33	18,500.00
Office supplies	0.00	24.60	24.60	666.67	1,000.00
Uniforms	0.00	0.00	0.00	500.00	750.00
Materials Purchases	0.00	1,808.65	1,808.65	3,000.00	4,500.00
Travel & Training	0.00	1,903.80	1,903.80	1,333.33	2,000.00
Operating Supplies	0.00	1,023.14	1,023.14	6,666.67	10,000.00
Copy Supply	0.00	60.69	60.69	133.33	200.00
Electricity	0.00	3,844.66	3,844.66	4,333.33	6,500.00
Heating Fuel-Gas	0.00	4,798.56	4,798.56	3,333.33	5,000.00
Water	0.00	235.94	235.94	433.33	650.00
WW service	0.00	769.06	769.06	800.00	1,200.00
Telephone	0.00	609.88	609.88	566.67	850.00
Revenue Sharing	0.00	2,245.12	2,245.12	5,800.00	8,700.00
Depreciation (est)	0.00	32,176.00	32,176.00	25,333.33	38,000.00
Total Op Expenses	0.00	277,450.59	277,450.59	289,062.00	433,593.00
<i>Non Operating Expense-Interest</i>	0.00	0.00	0.00	0.00	0.00
Operating Income (Loss)	\$0.00	(\$225,527.36)	(\$225,527.36)	(\$218,728.67)	(\$328,093.00)
Capital Outlay	\$0.00	\$49,286.50	\$49,286.50	\$62,666.67	\$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 August 31, 2023

Expenses cash thru August, 2023 with September 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	(29,199.77)	(29,199.77)	81,960.57	(109,418.66)	(27,458.09)
Subtotal	192,537.52	(237,466.73)	(44,929.21)	12,694.68	69.20	0.00	(87,176.21)	(87,176.21)	192,537.52	(324,642.94)	(132,105.42)
May	134,887.39	5,913.41	140,800.80	4,563.34	39.16	0.00	(73,715.16)	(73,715.16)	134,887.39	(67,801.75)	67,085.64
Subtotal	327,424.91	(231,553.32)	95,871.59	17,258.02	61.26	0.00	(160,891.37)	(160,891.37)	327,424.91	(392,444.69)	(65,019.78)
June	104,751.28	(45,454.06)	59,297.22	4,127.29	54.90	0.00	(27,237.96)	(27,237.96)	104,751.28	(72,692.02)	32,059.26
Subtotal	432,176.19	(277,007.38)	155,168.81	21,385.31	60.03	0.00	(188,129.33)	(188,129.33)	432,176.19	(465,136.71)	(32,960.52)
July	110,405.65	946.95	111,352.60	4,272.15	42.38	0.00	(18,117.34)	(18,117.34)	110,405.65	(17,170.39)	93,235.26
Subtotal	542,581.84	(276,060.43)	266,521.41	25,657.46	56.76	0.00	(206,246.67)	(206,246.67)	542,581.84	(482,307.10)	60,274.74
August	110,090.59	580.25	110,670.84	4,359.09	42.15	0.00	(19,280.69)	(19,280.69)	110,090.59	(18,700.44)	91,390.15
Subtotal	652,672.43	(275,480.18)	377,192.25	30,016.55	54.64	0.00	(225,527.36)	(225,527.36)	652,672.43	(501,007.54)	151,664.89

9/8/2023

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
May 2023	307.89	707.72	605.55	54.83	37.61	1,405.71	704.99	2,418.59
June 2023	289.17	725.31	588.72	73.13	51.19	1,438.35	672.85	2,400.37
July 2023	282.21	697.94	570.56	60.35	40.04	1,368.89	787.30	2,438.40
August 2023	317.79	709.74	626.74	82.60	44.69	1,463.77	678.89	2,460.45
2023 Total	2,186.25	5,023.82	4,234.24	520.73	308.71	10,087.50	5,033.95	17,307.70
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	-	110.60	256.07	1,092.82	64.25	35.30	83.23	215.79	391.71	2249.77
	June	-	97.63	216.71	749.13	47.98	35.23	67.22	202.52	427.14	1843.56
	July	-	101.18	212.76	749.20	47.55	28.36	76.21	200.25	518.11	1933.62
	Aug	-	102.06	237.18	689.62	68.39	27.64	84.25	250.54	507.77	1967.45
	Sept										0.00
	Oct										0.00
	Nov										0.00
	Dec										0.00
		0.00	768.10	1744.13	5126.63	404.15	256.05	566.37	1773.15	2636.91	13275.49

	2022	Art's Garbage	City of Elk Point	Fischer Disposal	Loren Fischer	Herm's Sanitation	Turner County	Vermillion Garbage	Waste Mgmt of Sioux City	Other	2022 Tons
\$53.00 PER TON	Jan	18.45	77.97	192.36	439.25	25.79	16.64	66.39	199.67	217.79	1254.31
	Feb	32.68	72.96	177.91	353.42	27.01	16.86	58.15	180.46	85.39	1004.84
	Mar	8.25	98.62	213.95	458.65	35.35	26.46	57.19	224.86	179.16	1302.49
	April	12.47	81.41	215.56	496.52	34.20	31.97	60.88	188.94	327.84	1449.79
	May	29.00	105.65	266.28	711.14	52.88	32.39	70.24	241.82	231.86	1741.26
	June	17.89	91.14	236.58	626.16	34.66	29.54	59.09	201.45	347.74	1644.25
	July	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	19787.84

City of Yankton

Airport Advisory Board Meeting Minutes For

August 16th, 2023

The August 16th, 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, Rick Daugherty, Jake Hoffner, Steve Hamilton, Dan Specht, and City Commission Representative Amy Miner

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

Minutes from June 21st, 2023:

23-14 **MOTION** -- It was moved by Specht and seconded by Daugherty to approve the minutes of the June 21st, 2023 Airport Advisory Board Meeting.

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

MOTION – PASSED

Monthly Fuel Report:

Mike Roinstead provided the monthly fuel report for July 2023. In July 2023, there were 328 transactions, totaling 16,508.30 gallons sold. For comparison, in July 2022, there were 143 transactions, totaling 5,791.00 gallons sold.

Staff Report:

Adam Haberman stated the summer help has finished their jobs and operations are business as usual. Current airport staff is gearing up for winter operations.

North Taxilane & Access Road Project Update:

Adam Haberman stated the project has been going very well and is anticipated to be completed sometime at the end of August 2023. Mason, from KLJ, also gave a brief update and reiterated Haberman's comments that the project is going very well.

Comments on Oshkosh:

Mike Roinstead stated this year's Oshkosh promotion at YKN was a huge success. There were 259 fuel transactions that totaled 12,394 gallons sold during the event. Also, the actual Oshkosh event saw a record number of people and aircraft in attendance.

Steve Hamilton shared comments left on ForeFlight website regarding the promotional event at YKN:

Comments on ForeFlight website for Chan Gurney Municipal Airport (KYKN) as of August 15, 2023. Three comments were from travelers going to AirVenture Oshkosh (3 weeks ago) and three were from AirVenture Oshkosh (2 weeks ago).

3 weeks ago -- Gary M.: Stopped for fuel on the way to Oshkosh, super cheap fuel prices. Mike the airport manager came to the fuel pump to see if anyone needed help. Invited us inside to get something to eat. Great spread of homemade food from his family. Super great people and very supportive of Oshkosh travelers. Highly recommend making a stop here.

3 weeks ago -- Lewis P.: A must stop. KYKN great fuel prices, help at the fuel island and chilly [sic] dogs, with all the fixings. Supplied by Airport manager and the local EAA Chapter. Spending the night day before going into OSHKOSH.

3 weeks ago -- Carlos L.: On my way to Oshkosh. Stopped for the cheap fuel but found myself sitting down to some amazing food provided by the FBO. Amazing people and great stop. Recommend to anyone passing by.

2 weeks ago -- Alexander G.: Mike and Lori are the best! We stopped through on our way to and from Oshkosh. They are great hosts and had food for everyone stopping by and provided transportation to the hotel we were at. Both went out their way to help in any way they could. I highly recommend visiting if you are nearby. Thanks Mike and Lori for everything!

2 weeks ago -- Lewis P.: On return stop after OSH, same great service, free food with a donation to EAA. Thank you so much.

2 weeks ago -- Mike R.: Stopped by on my way home from Airventure. Adding to all the positive comments -- Mike was indeed fantastic, but it's time that LORI got credit here too... She worked tirelessly to be sure that the endless streams of pilots and passengers were all well-fed. What a great stop! Just one thing: Allow plenty of time -- there's a long line of airplanes waiting for a turn at the fuel pump. I was #9 in line, so it took about an hour before I got to the front.

Once again, we thank Mike and Lori Roinstad for going above and beyond to make the Oshkosh promotional event such a huge success!

Other Business:

The 2023 Airport Breakfast Fly-in is scheduled for Sunday, September 17th, 2023.

Adjournment:

23-15 MOTION –It was moved by Daugherty and seconded by Boyer to adjourn the meeting.

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

Meeting adjourned at 8:21AM

Respectfully Submitted,

Adam Haberman, Secretary

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 the transfer of location of a Retail (on-off sale) Malt Beverage & SD Farm Wine License for June 30, 2023 to July 1, 2024 from DBC, LLC d/b/a Bro Burger Bar (Lauren Soukup, Owner), 304 W. 3rd Street, Yankton, South Dakota to DBC, LLC d/b/a Bro Burger Bar (Lauren Soukup, Owner), 2101 Broadway Ave., Suite 40, Yankton, South Dakota.

NOTICE IS FURTHER GIVEN that a Public Hearing upon the application will be held on Monday, October 9, 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 25th day of September, 2023.



Al Viereck
FINANCE OFFICER

Memorandum #23-178

To: City Manager
From: Finance Department
Date: September 25, 2023
Subject: Special Events Malt Beverage and Wine License-Yankton Area Arts

We have received an application for a Special Malt Beverage (on-sale) Retailers License and a Special (on-sale) Wine Retailers License for 1 day, October 20, 2023 from Yankton Area Arts (Rose Hauger, Executive Director) at the Meridian Venue, 109 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.



Al Viereck
Finance Officer

Memorandum #23-179

To: City Manager
From: Finance Department
Date: September 25, 2023
Subject: Special Events RETAIL (on-sale) Liquor License - Stripes

We have received an application for a Special Events (on-sale) Liquor License for November 4, 2023 from Stripes, Inc. d/b/a Mojo's (Jeff Dayhuff, President), 106 E 3rd Street, Yankton, S.D at the Meridian Venue, 101 E. 3rd Street, Yankton, SD.

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 #23-180

To: City Manager
From: Finance Department
Date: September 25, 2023
Subject: Special Events RETAIL (on-sale) Liquor License - Stripes

We have received an application for a Special Events (on-sale) Liquor License for December 1, 2023 from Stripes, Inc. d/b/a Mojo's (Jeff Dayhuff, President), 106 E 3rd Street, Yankton, S.D. at the 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.



Al Viereck
Finance Officer

Memorandum #23-181

To: City Manager
From: Finance Department
Date: September 25, 2023
Subject: Special Events Malt Beverage/Wine License - The Center

We have received an application for a Special Malt Beverage (on-sale) Retailers License and a Special (on-sale) Wine Retailers License for 1 day, October 6, 2023 from The Center (Kriss Thury, Executive Director), 900 Whiting Drive, 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 #23-182

To: City Manager
From: Finance Department
Date: September 25, 2023
Subject: Special Events Malt Beverage/Wine License - The Center

We have received an application for a Special Malt Beverage (on-sale) Retailers License and a Special (on-sale) Wine Retailers License for 1 day, December 31, 2023 from The Center (Kriss Thury, Executive Director), 900 Whiting Drive, 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 #23-183

To: Amy Leon, City Manager
 From: Brittany Orr, Director of Human Resources and Employee Engagement
 Date: September 19, 2023
 Subject: Recommendation from the Health Insurance Committee for Group Health Insurance, Dental Insurance, Vision Insurance, Life Insurance, EAP coverage, Flex Spending and Employee Wellness Program.

The Health Insurance Committee is established to review health insurance proposals and renewal options for our group coverage. The members serving on this committee are non-voting chair Brittany Orr and voting members Duane Johnson, Brad Bies, Todd Larson, Shane Bush, Dwayne Schantz, Amanda Schieffer, George Hite, Caitlin Schindler and Brooke Hansen.

For the 2024 calendar year, the committee is recommending that the City of Yankton continue to pay 100% of the premium for the single dental insurance plan for the employee. This minor adjustment made by the City a couple of years ago has improved the employees' benefits package and it has eliminated additional paperwork and staff time when processing paperwork for shared premium costs.

Below is the Employee Health Insurance Committee's recommendation for the City of Yankton's 2024 health insurance renewal.

HEALTH INSURANCE

On August 30, the Health Insurance Committee received the quotes for a traditional Low Deductible Health Plan (LDHP) as well as multiple options for a High Deductible Health Plan (HDHP) in which all City employees would have a Health Saving Account (HSA) for 2024 from Avera Health Plans and Wellmark. The current provider is Avera Health Plans. The City pays 100% of premiums for employee, 50% of premiums for employee +1, and family based off the traditional LDHP.

Avera Health Plan: The renewal rates came in at a blended **6.72% rate decrease**.

The renewal for the traditional plan would be the same plan as we have had for the 2023 calendar year.

Medical Premium	Current Rates	Renewal Rates
Employee	\$587.65	\$550.80
Employee + 1	\$1,024.48	\$946.10
Family	\$1,570.20	\$1,439.96

The renewal for the \$3,000 high deductible health plan would be very similar to the current plan. In order to stay compliant with the IRS 2024 minimum annual HDHP deductible amounts, this plan would change to a \$3,200 HDHP.

Medical Premium	Current Rates	Renewal Rates
Employee	\$517.57	\$487.05
Employee + 1	\$900.58	\$834.98
Family	\$1,379.04	\$1,269.64

____ Roll call

The renewal for the \$5,000 high deductible health plan would be the same as the current plan.

Medical Premium	Current Rates	Renewal Rates
Employee	\$405.88	\$388.88
Employee + 1	\$703.08	\$663.83
Family	\$1,074.36	\$1,007.33

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

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

The 2024 City budget allocated a 12% increase in health insurance premiums.

Wellmark: (Quoted the comparable Avera Health Plans)

Wellmark's "in-network" list of medical providers is larger than Avera's because Sanford Health is included as an "in-network" provider. The rates from Wellmark came in at a blended 3.53% decrease.

Medical Premium	Current Rates	Renewal Rates
Employee	\$587.65	520.13
Employee + 1	\$1,024.48	\$973.75
Family	\$1,570.20	\$1,540.40

Wellmark has a \$3,200 HDHP to stay compliant with IRS 2024 minimum annual HDHP deductible amounts.

Medical Premium	Current Rates	Renewal Rates
Employee	\$517.57	\$468.52
Employee + 1	\$900.58	\$875.33
Family	\$1,379.04	\$1,383.50

Wellmark's \$5,000 HDHP HSA option.

Medical Premium	Current Rates	Renewal Rates
Employee	\$405.88	\$402.74
Employee + 1	\$703.08	\$749.89
Family	\$1,074.36	\$1,183.53

Therefore, the committee's recommendation is staying with the same carrier, Avera Health Plans, with the same coverage plan for the \$1,000 traditional, \$3,200 HSA and \$5,000 HSA options.

VISION INSURANCE

The Standard is the current vision insurance provider. The 2024 Core Plan renewal rates at a 7.26% increase are as follows:

<u>Core Plan</u>	<u>Current Rate</u>	<u>Renewal Rate</u>
Employee	\$2.16	\$2.32 (increase of \$0.16) per month
Employee Plus 1	\$4.84	\$5.20 (increase of \$0.36) per month
Family	\$6.44	\$6.88 (increase of \$0.44) per month

The 2024 buy up plan renewal rates at a 6.91% increase are as follows:

<u>Buy-Up Plan:</u>	<u>Current Rate</u>	<u>Renewal Rate</u>
Employee	\$12.84	\$13.72 (increase of \$0.88) per month
Employee Plus 1	\$21.40	\$22.88 (increase of \$1.48) per month
Family	\$37.44	\$40.04 (increase of \$2.60) per month

Humana quoted vision rates that were over 50% higher than The Standard's renewal rates. Therefore, the committee's recommendation is to continue with The Standard as the City of Yankton's vision care provider.

DENTAL INSURANCE

Principle Dental is the current provider. The 2024 renewal rates for the City of Yankton will be a 6.5% increase in premiums with only a one-year rate guarantee. The renewal rates will be:

	<u>Current Rate</u>	<u>Renewal Rate</u>
Employee	\$33.52	\$35.70 (increase of \$2.18) per month
Employee Plus 1	\$65.02	\$69.25 (increase of \$4.23) per month
Family	\$117.63	\$125.28 (increase of \$7.65) per month

2024 renewal rates for The Standard with a two-year rate guarantee are as follows:

	<u>Current Rate</u>	<u>Renewal Rate</u>
Employee	\$33.52	\$31.94 (decrease of \$1.58) per month
Employee Plus 1	\$65.02	\$63.17 (decrease of \$1.85) per month
Family	\$117.63	\$115.94 (decrease of \$1.69) per month

2024 Renewal Rates for Delta Dental with a two-year rate guarantee are as follows:

	<u>Current Rate</u>	<u>Renewal Rate</u>
Employee	\$33.52	\$46.00 (increase of \$12.48) per month
Employee Plus 1	\$65.02	\$92.00 (increase of \$26.98) per month
Family	\$117.63	\$129.00 (increase of \$11.37) per month

The committee's recommendation is to switch carriers to The Standard as the City of Yankton's dental care provider.

LIFE INSURANCE

Ochs, Inc. (formerly MN Life) is the current life insurance provider.

The Standard submitted a quote for life insurance. The basic life insurance of \$15,000 **would decrease** from 0.125/1,000 with Ochs to **0.12/1,000 by switching to The Standard.**

Ochs' Current Rate:

The Standard's Proposed Rate:

Year	Basic Life	Basic AD&D
2023	0.105	0.02

Year	Basic Life	Basic AD&D
2024	0.10	0.02

The current basic life annual premium is \$3,119.10. Switching to The Standard would **decrease to a new annual premium total of \$2,981.88.** The basic AD&D rate and employee's supplemental life insurance rates will go down per 1,000. The basic life rate renewal is \$.10 + basic AD&D rate of \$.020. Combined, it is \$.120 per \$1000 of coverage. For \$15,000 of insurance, at a rate of \$.120 per \$1000, the coverage is \$1.80 per month covered 100% by the City.

City employees can now elect an additional \$10,000 up to \$500,000 coverage at their own expense. This comes with a matching AD&D component. The first \$150,000 of coverage will involve no underwriting. Employees will now have the option to purchase life insurance for their spouse and/or children. Life insurance for spouses can be purchased for up to \$250,000 but not more than 50% of what the employee purchases in \$5,000 increments. The minimum coverage amount for the spouse is \$5,000 with a guaranteed issue of \$25,000. Life insurance for children can be purchased for up to \$10,000 per child with a guaranteed issue. The life insurance policy for children is not charged per child but rather all covered at one cost. The cost to purchase \$10,000 for child(ren) is \$2.00. This policy comes with a three-year rate guarantee.

Age	0-24	25-29	30-34	35-39	40-44	45-49	50-54	55-59	60-64	65-69	70-999
Rate per \$1,000	\$0.05	\$0.06	\$0.08	\$0.09	\$0.12	\$0.21	\$0.37	\$0.61	\$0.75	\$1.31	\$2.06
Coverage Amount											
10,000	0.50	0.60	0.80	0.90	1.20	2.10	3.70	6.10	7.50	13.1	20.60
150,000	7.50	9.00	12.00	13.50	4.20	18.0	55.50	91.50	112.5	196.5	309.0
500,000	25.0	30.0	40.0	45.0	60.0	105.0	185.0	305.0	375.0	655.0	1030.0

The committee is recommending switching carriers for life insurance to The Standard. The recommendation is the City of Yankton continues to pay 100% of the renewal premium for the \$15,000 life insurance policy provided to the employee. The committee also recommends that the City of Yankton continue to offer supplemental term life insurance and AD&D policy for coverage amounts ranging from \$10,000-\$500,000 paid 100% by the employee.

EMPLOYEE ASSISTANCE PROGRAM (EAP)

The 2023 EAP was provided by Avera Behavioral Health at \$2.65/month per employee with five free sessions per employee. The 2023 Avera Behavioral Health EAP currently covers 200 employees. **The rates will not increase in 2024 for the City of Yankton.** The committee recommends renewing the EAP contract with Avera Behavioral Health.

FLEX SPENDING ACCOUNTS (FSA)

Avera Health Plan currently provides FSA and Dependent Care services to City employees. **The administration fees will be waived for having Avera as our carrier.** There is no recommendation to change these services to another entity.

SUPPLEMENTAL INSURANCE

The City of Yankton's optional supplemental insurance provider is AFLAC. This includes accident, critical illness, and hospital indemnity insurances at 100% of the employee cost. There is no recommendation to change to another provider.

WELLNESS PROGRAM

Workplace wellness programs have many benefits for employees and employers including, but not limited to, the following: increasing healthy behaviors, reducing healthcare costs, improving productivity and engagement, decreasing absenteeism, enhancing recruitment and retention, boosting morale and company culture and encourages to employees to smoke less, eat healthier foods, exercise more and manage stress more effectively.

The City of Yankton is excited to offer a wellness program to our employees in 2024. There will be monthly challenges with monthly prizes. Each employee who completes the monthly challenge will get their name in a drawing for a prize for that month. Each time a monthly challenge is completed, the employee will have their name entered into a drawing for a grand prize that will be awarded at the end of 2024. The more an employee participates in each monthly challenge, the greater chance for winning the monthly grand prize.

Each monthly challenge will focus on a different wellness topic such as sleep, hydration, mindfulness, communication, mental wellness and exercise.

Some examples of monthly challenges are as follows:

- Exercising for minimum of 30 minutes a day for 16 days of the month.
- Minimum of seven hours of sleep for 24 days of the month.
- Drink minimum of 100 ounces of water for 21 days of the month.
- Watch or re-watch five mental wellness videos that the City has provided.
- Read 30 minutes a day for at least 10 days in the month.

The committee is recommending a complimentary pass to employees to utilize the Huether Family Aquatics Center. Sign ups for the seasonal pass will take place in the spring of 2024. For the summer season of 2023, there were 16 full time employees who purchased a season pass at \$64.00 each for a total of \$1,024.00. In 2024, if every full-time employee (approximately 145) utilized the complementary membership at the rate of \$64.00 it would be a total cost of \$9,280.00.

The committee is recommending extending our agreement with Well365 through end of February of 2025. We currently have a contract through February of 2024 but would like to continue the contract for an additional year. Well365 focuses on prevention and understands that

when old habits are years in the making, you cannot expect behavior to change to happen overnight. Well365 provides solutions, support, and resources to empower individuals to commit mentally, emotionally and socially so that progress is possible. Attached is the schedule of presentations provided to our employees. Well365 records the presentation and allows us to email it out to all employees to view at their convenience. To extend the contract for another year, there would be an additional twelve presentations priced \$300 each for a total of \$3,600.

The committee recommends allocating \$5,000 for Wellness Program prizes, providing a complimentary Huether Family Aquatics Center seasonal Membership for 2024, and extending the contract with Well365 through February of 2025.

EFFECTIVE DATES

All rates and plans would be effective January 1, 2024.

Recommendation

The Health Insurance Committee, with input from City of Yankton employees, recommends the City Commission vote in favor of the following:

- **Renew with the same health insurance carrier, Avera Health Plans, with a blended decrease of 6.72%. Avera will offer the same Low Deductible Health Plan traditional coverage plan and two High Deductible Health Plans Health Savings Account plan for 2024.**
- **Renew The Standard vision insurance plan with a 6.91% increase.**
- **Switch carriers to The Standard for a dental insurance plan with a slight decrease.**
- **Continue the Avera EAP plan with no cost change for 2024.**
- **Continue with the City paying 100% of the single dental insurance plan, 100% of the single employee health insurance plan, as well as 100% of the premium for the \$15,000 life insurance policy for each employee.**
- **Offer a complimentary 2024 seasonal pass to the Huether Family Aquatics Center for full time employees.**
- **Extend the contract with Well365 for another year through February 2025.**
- **Allocate \$5,000 to the Wellness Program for prizes.**

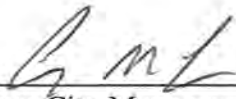
Respectfully submitted,



Brittany Orr
Director of Human Resources and Employee Engagement

I concur with this recommendation.

I do not concur with this recommendation.



Amy Leon, City Manager

____ Roll call



Wellness 2024 Roundtable Calendar:

January: Time Management

February: Building Healthy Relationships

March: Thriving in the Workplace

April: Healthy Snacking

May: Physical Activity at ALL Ages

June: Clear the Mental Clutter

July: Taking Care of YOU

August: Being Present in Your Life

September: Effective Communication

October: Health at Every Size

November: Practicing Gratitude

December: Tips to Keep Your New Years Resolutions

Memorandum #23-184

To: Amy Leon, City Manager
From: Brittany Orr, Director of Human Resources and Employee Engagement
Date: September 20, 2023
Subject: Tuition Reimbursement

The City's most valuable resource is our human capital. The people we have working in our organization are well trained and dedicated public servants committed to providing exemplary experiences, services, and spaces. For this reason, it is important we continue to invest in our employees both in their personal growth and professional success.

Developing an employee's knowledge in their field and enhancing skills throughout their entire career is an important value of our organization culture. We are grateful for the Commission's generosity when it comes to the salary and benefit programs offered to employees.

Included with this memorandum is the tuition reimbursement policy as it currently stands.

Regarding the disclosure of names for individuals' acceptance of tuition reimbursement, please consider the following:

1. Under SDCL 1-27-1.5, all "personnel information other than salaries and routine directory information" is protected information not subject to public disclosure. That statute expressly incorporates personal information regarding "students" of "any educational institution" which are "maintained by and in the possession of a public entity." Thus, we protect the educational information of City employees, regardless of whether they are taking advantage of the tuition reimbursement benefits program. We would not release that information without written consent of the employee. If the Commission wants names released associated with the program, we will need to provide a release form for the employee to sign.
2. The concern expressed by staff was that if employees must disclose their name, they may not apply for the program. There are additional concerns associated with whether the employee will be asked to disclose their grades, university or program attended.
3. There is a broader concern among employees about releasing information to the public regarding which benefits are accessed by whom.
4. A concern was mentioned relating to releasing employee names as they may be pursuing academic programming that will give them a competitive advantage in a promotion. Another consideration is the employee may access the program to pursue education more suited for a different department than they are currently working in and would not want their current department director to feel that they are not invested in their present role.

5. There was also a concern regarding the Commission maintaining objectivity relating to applicants or that all employees may not be treated equally if names were released.
6. The current policy does not REQUIRE City Commission authorization if the reimbursement is budgeted. We have sent it to you as a courtesy as it is a newer program and we want you and the public to know it is being utilized. If a change is made to the policy regarding release of information we will also need to change the program details associated with approval process.

Please see the attached statement from the American Federation of State, County and Municipal Employees AFL-CIO, Local 3968 regarding their stance on the release of names for tuition reimbursement.

The Yankton Police Officers Association Fraternal Order of Police Lodge #19 supports the state statute SDCL 1-27-1.5.

Recommendation: It is recommended the tuition reimbursement policy remains unchanged and employee's names are kept confidential pursuant to SDCL 1-27-1.5.

I concur with this recommendation.

I do not concur with this recommendation.



Amy Leon, City Manager



Tuition Reimbursement Policy

1. Any fulltime employee wishing to complete a college degree (associate's bachelor's or graduate program) or technical school to enhance overall knowledge, skills, and job performance, and at the same time increase the individual's value to the City as an employee, may submit a written request to their Department Head for the reimbursement of tuition. The request must be submitted prior to enrolling in the class, including the name of the program, the estimated cost of tuition, estimated completion date, and verification as to how it will enhance the employee's job performance or future professional growth within the City of Yankton.
2. Coursework or a track of coursework not related to a specific degree but related to an employee's job function or role in the organization may also be considered for reimbursement.

If approved by the Department Head, a recommendation will be made to the Director of Human Resources and Employee Engagement and to the City Manager. The employee will be reimbursed the cost of tuition or enrollment fee upon proof of successful completion of the class, according to the schedule below. The employee must obtain a "C" grade or better in course work, or a certificate designating the successful completion of all requirements set forth by the Technical School. Employees will be reimbursed for tuition only and not be reimbursed for the cost of books, fees, materials, or student loan interest. Reimbursements may be limited depending on the available budget.

3. Employees receiving approval to attend a college or on-going class during work hours will be required to make up any lost work time. Arrangements to do so must be coordinated through the employee's immediate supervisor or department head.
4. Reimbursement Schedule. Tuition reimbursement may be granted for a maximum of twelve (12) semester hours in any academic year. Reimbursement shall be based on the individual's performance as follows:

- A- or above 100%
- B- to B+75%
- C- to C+50%
- D and below constitutes no reimbursement allowance

5. All courses must be through a university, college, or technical/community college that has been accredited by the American Council on Education (ACE) in the "Accredited Institutions of Postsecondary Education Directory".
6. Classes will not be reimbursed for employees seeking a second technical, associate's, bachelor's, or master's degree unless the City Manager grants prior approval.
7. The decision to approve or disapprove reimbursement will be authorized by the City Manager and provided in writing by the Director of Human Resources and Employee Engagement.
8. If an employee can attend an approved college, university, or technical school and is eligible to receive military or other tuition assistance, the employee cannot receive the City tuition reimbursement.
9. The tuition reimbursement program is retroactive to the eligible employee's date of employment. Denial of a reimbursement may be related to budgetary constraints each year. Employees may reapply for consideration.
10. Employees seeking reimbursement for educational expenses must agree in writing to repay the City if they leave the City voluntarily within three years from the date of reimbursement. Repayment will be in accordance with the following schedule:

Within one (1) year of reimbursement 100%
Within two (2) years of reimbursement 75%
Within three (3) years of reimbursement 50%

11. Employees must have completed their required probationary period and in good standing to become eligible for tuition reimbursements.
 12. Once coursework is complete and the employee is ready to receive reimbursement, the employee must submit the following:
 - Application for Tuition Reimbursement signed by the Employee, Department Head, and Director of Human Resources and Employee Engagement.
 - Transcript or equivalent showing grades/GPA or equivalent AND completion of degree.
 - Proof of payment or student loan documentation.
 - Amount requested for reimbursement and detailed accounting.
-



Grace Gill
Labor Representative
AFSCME Council 65
101 S. Fairfax Avenue
Sioux Falls, SD 57103

Shannon Douvier
Executive Director

Jo Musel Parr
Organizing Director

Bev Pekarna
Finance Director

Troy Bauch
Field Director

Kate Black
Field Director

Joseph Schulte
Public Affairs
Coordinator

To Whom It May Concern:

My name is Grace Gill and I am a Labor Representative with The American Federation of State, County and Municipal Employees, Council 65 which represents the employees of the City of Yankton. After consulting with our members – who are City employees – I am writing to express our concerns regarding the practice of publishing the names of employees who apply for tuition reimbursement with the City of Yankton.

One of the largest concerns that have been voiced about this policy change has largely been about how this policy change would impact employees. From the feedback we have gathered, it has become clear that seeking tuition reimbursement is a personal and professional choice made by employees. Concerns were raised that if applicants' names were to be published, it would inadvertently reveal their private decisions to a broader audience. Moreover, we have received feedback from staff that publishing applicants' names can create a sense of intrusion and could deter employees from taking advantage of this benefit. We believe that this could hinder the employee's professional growth, which consequentially impacts the City of Yankton and its citizens.

Furthermore, we believe the current practice of keeping those names of applicants confidential is required by South Dakota Codified Law, 1-27-1.5, Section 7 which states "*personnel information other than salaries and routine directory information*" is protected and not subject to public inspection. We believe the City of Yankton's current practice of not publicizing the names of employees who apply for the tuition reimbursement follows this law, and a deviation of that practice could potentially violate this statute. We support keeping the current practice of keeping applicant's names for the tuition reimbursement program confidential, as we believe this practice is statutorily appropriate.

Therefore, it is respectfully requested that changing the practice of publishing names of applicants for the employee tuition reimbursement program be reconsidered. While transparency is essential, we believe it is equally vital to keep the current practice which respects the privacy and autonomy of employees in their educational pursuits.

Thank you for your attention to this matter.

Sincerely,

Grace Gill
AFSCME Council 65
Local 3968 Labor Representative

American Federation of State, County and Municipal Employees, AFL-CIO

TEL (218) 885-3242 FAX (218) 885-3245 TOLL FREE (888) 474-3242 WEB www.afscme65.org

101 S Fairfax Ave Sioux Falls, SD 57103

Memorandum #23-186

To: Amy Leon, City Manager
From: Brittany Orr, Director of Human Resources and Employee Engagement
Subject: Base Salary Adjustment and Step Plan for Non-Represented Members
Date: September 14, 2023

In coordination with approval of the updated classification plan, it is time to implement the base adjustment and step increase for the employees of the City of Yankton.

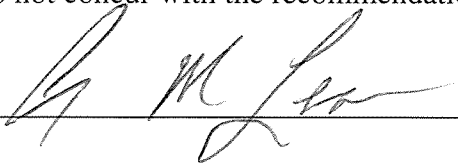
It has been the practice to implement the same adjustments for union represented and non-represented members of the organization at a similar rate. AFSCME wages were approved per Resolution #23-45 at the August 28, 2023 meeting to provide a 4.0% increase in base adjustment plus one-step for eligible employees who are not at the top of their pay range.

This recommendation provides for a 4.0% increase in the base adjustment of the classification plan, and a one-step increase on the step plan for those that have not yet reached the top of their respective pay range. Both the base and the step adjustment would be reserved for those that are not currently above their maximum of their respective pay range. The 4.0% and step increase would be effective for all non-represented employees.

Recommendation: It is recommended that the City Commission approve Resolution #23-46 authorizing the City Manager to implement a base adjustment of 4.0% and a one-step increase on the pay plan effective January 1, 2024 for all regular full-time non-represented employees who are eligible and below the maximum of their respective pay range.

I concur with the recommendation.

I do not concur with the recommendation.



Amy Leon
City Manager

Resolution #23-46

A Resolution Establishing Base Salary Adjustments at 4.0%, and a one-step increase on the pay plan for Non-Union Represented Eligible City Employees of the City of Yankton, South Dakota

WHEREAS, adequate monies have been provided for in the adopted 2024 budget, for the remuneration of services rendered by City of Yankton employees; and

WHEREAS, the City Commission wishes to provide a base adjustment for all Non-Union represented eligible City employees of 4.0% and a one-step increase on the pay plan;

NOW, THEREFORE, BE IT RESOLVED by the Board of City Commissioners that starting with hours worked on January 1, 2024, the City Manager shall implement a base adjustment of 4.0% for all Non-Union regular full-time employees that are at or below the maximum of their respective pay range, and a one-step increase on the pay plan for all Non-Union regular full-time employees that are below the maximum of their respective pay range.

Adopted:

Stephanie Moser
Mayor

ATTEST:

Al Viereck
Finance Officer

Memorandum #23-177

To: City Commission
From: Interim Finance Officer
Date: September 12, 2023
Subject: Surplus Equipment & Vehicles

The City of Yankton has a desire to sell, trade, or dispose of various equipment including vehicles which have been determined to be no longer necessary, useful or suitable for the purpose for which they were acquired. In order for the City to sell, trade, destroy, or dispose of such property the City Commission must declare these items surplus by adopting a surplus property resolution as required by SDCL 6-13-1. Equipment or supplies, which are to be destroyed or to be sold at public auction, need not be appraised (SDCL 6-13-3).

Resolution #23-55 declares the listed equipment and vehicles surplus. Declared property will be disposed of, traded in, donated, sold by sealed bid or auction, or destroyed pursuant to South Dakota Codified Law.



Lisa Yardley
Interim Finance Officer

Recommendation: It is recommended that the City Commission adopt Resolution #23-55 and authorize the destruction, trade, donation or sale of surplus property by sealed bid.

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



Amy Leon, City Manager

____ Roll Call

RESOLUTION #23-55

WHEREAS, SDCL 6-13-1 requires a municipality owning personal property which is no longer necessary, useful, or suitable for municipal purposes shall, by resolution, declare it surplus and may, by resolution, order the sale, trade, destruction or other disposal of said personal property.

NOW, THEREFORE, BE IT RESOLVED that the following personal property be declared no longer necessary, useful, or suitable for municipal purposes and said property shall be disposed of in accordance with SDCL 6-13-1, et sequential:

SURPLUS PROPERTY TO BE SOLD, TRADED, OR DONATED

Central Garage

- 1) Lincoln bumper jack
- 2) Castair I110212HC2-S air compressor SN# 1001072207
- 3) Coats 950S tire balancer SN# 3303816
- 4) Coats 5065EX tire machine SN# 4104780
- 5) RMI semi tire lift

Parks:

- 1) 2011 Chevrolet Tahoe VIN# 1GNSK2E08BR307848
- 2) 2008 Ford F150 VIN# 1FTRF12W78KD60766
- 3) Nebraska State flags (Qty 15)

Police Department:

- 1) 4- CF-53 Gamber -Johnson docking stations for mobile computers
- 2) 4-Sound Off Signal Lightbar switch
- 3) Whelen Light bar switch
- 4) 2-Sound Off Signal ghost recess lights
- 5) 2011 Chevy Silverado center console mount
- 6) 2015 Ford Explorer Center Console mount
- 7) Code 3 Arrow Stick switch
- 8) 4- LED light bars

Solid Waste:

- 1) Homemade trailer with water tank
- 2) 2002 Cor-tech recycle trailer VIN# 1C9RG35272L050162
- 3) 2002 Chevrolet 3500 flat bed pickup with cage VIN# 1GBJK34172F134141
- 4) 1996 Cor-tech recycle trailer VIN# 1C9RB32222TL050106

Streets:

- 1) Sweeper brooms – Qty 7

SURPLUS PROPERTY TO BE DESTROYED

Central Garage:

- 1) 2000 Gas Boy fuel system software and hardware

Public Works:

- 1) Handheld Motorola radios

Model	Serial Number
AAH01JDC9JC2AN	7521YU0067
AAH01JDC9JC2AN	7521SW3889
AAH50KDC9AA1AN	D18TMLV604
AAH01JDC9JC2AN	7521SW3900
AAH84KDJ8AA1AN	0278KV7566
AAH84KDJ8AA1AN	0278GW0732
AAH50KDC9AA1AN	D18TPUW930
P93YQT210G2AA	777FZLL652
P93ZRC90A2AA	475FZYF463
P43QLC20E2AA	188FSQ3684
P93ZRC90A2AA	475FZY9755
P93ZRC90A2AA	475FZWA513
AAH01JDC9JC2AN	752IRU1718
AAH50KDC9AA1AN	018TMLV608
AAH01JDC9JC2AN	752IRU1713
AAH01JDC9JC2AN	752IRY5245
AAH01JDC9JC2AN	752ISW3899
AAH01JDC9JC2AN	752ISW3887
AAH01JDC9JC2AN	752IRY5259
AAH50KDC9AA1AN	018TPAA966
P43QLC20E2AA	475FZYF461
P43QLC20E2AA	475FZY9766
P93ZRC90A2AA	475FZY9754
P43QLC20E2AA	188FSS1624
P93ZED90C2AA	475FZY1171

2) Mobile Motorola Radios

Model	Serial Number
P93ZRC90A2AA	475FZY9750
AAM01JQC9JC1AN	751IRE1988
M33DGC90E2AA	869FBG7192
AAM01JQC9JC1AN	751ISQ1009
AAM01JQC9JC1AN	751ITU1001
AAM01JQC9JC1AN	751ITU1002
AAM01JQC9JC1AN	922TNN5946
D43MJA7DA5CK	428ARW0471
M33DGC90E2AA	869YDY2933
AAM01JQC9JC1AN	751ISQ1004
AAM01JQC9JC1AN	751IRE1986
M21KSM9PW1AN	518CKB0036
AAM01JQC9JC1AN	751ISQ1006
AAM01JQC9JC1AN	751RE1950
M33DGC90E2AA	869FZG0386
AAM01JQC9JC1AN	751ITU1007
AAM01JQC9JC1AN	922TMG1430
AAM01JQC9JC1AN	751IRE1987
AAM01JQC9JC1AN	922THS5976
AAH50KDC9AA2AN	018TFWR233

Streets:

- 1) Miscellaneous plow attachments
- 2) Motorola radio chargers and microphones
- 3) HHW battery recycle

Adopted:

Stephanie Moser
Mayor

Attest:

Al Viereck
Finance Officer

Memorandum #23-187

To: Amy Leon, City Manager
From: Bradley Moser, Civil Engineer
Subject: Change Order Number 1, Final Project Acceptance, and Final Payment for the 15th Street Pavement Replacement Project from Bill Baggs Road to Alumax Road
Date: September 18, 2023

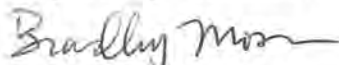
The 15th Street pavement replacement project from Bill Baggs Road to Alumax Road is completed and ready to be accepted.

The project scope included removing the dilapidated asphalt pavement and replacing it with a new 8" PCC pavement section. Also included was the replacement of approach pavement to transition from the new road to the existing driveways or access roads.

As you can see from the attached Change Order No. 1, the changes resulted in a net decrease of \$12,805.90. This adjusted the construction cost from \$959,712.13 to \$946,906.23. We thought that with the condition of the existing asphalt there might be some subbase issues. However, once we removed the asphalt, we found the base to be in very good shape. Therefore, much of the savings was because there was no need for undercutting or geotextile stabilization fabric.

City staff has reviewed the project, the change order and the final pay request. We recommend that Change Order No. 1 be approved, that the project be accepted, and that the City Finance Officer be authorized to issue a manual check in the amount of \$6,010.00 (the remaining amount on the contract) to D&G Concrete Construction, Inc. based on the attached final pay request.

Respectfully submitted,

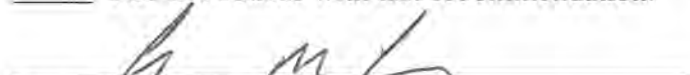


Bradley Moser
Civil Engineer

Recommendation: It is recommended that the City Commission approve Change Order No. 1, accept the completed construction project along 15th Street, and authorize the Finance Officer to issue a manual check to D&G Concrete Construction, Inc. in the amount of \$6,010.00 as detailed in Memorandum #23-187.

I concur with this recommendation.

I do not concur with this recommendation.


 Amy Leon, City Manager

cc: Adam Haberman (electronic)
file

____ Roll Call

CITY OF YANKTON
CHANGE ORDER #1

CONTRACTOR: **D & G Concrete Construction, Inc.**
 PROJECT NO. 2022-039
 DESCRIPTION: 15th Street Pavement Replacement From Bill Baggs Rd. to Alumax Rd.

THE FOLLOWING CHANGES ARE HEREBY MADE TO THE CONTRACT DOCUMENTS

ITEM	ORIGINAL	FINAL QUANTITY	CHANGE IN QUANTITIES	PRICE	TOTAL
5. Removal of Concrete Pavement	211	245	34	\$9.44	\$320.96
8. Undercutting	200	0	-200	\$31.47	(\$6,294.00)
9. Water For Embk. Or Gran. Material	200	40	-160	\$21.00	(\$3,360.00)
12. Vehicle Tracking Control	1	0	-1	\$786.86	(\$786.86)
13. Silt Fence	20	0	-20	\$13.89	(\$277.80)
14. Geotextile Fabric	1100	0	-1100	\$5.77	(\$6,347.00)
17. 8" PCC Pavement	12367	12529	162	\$53.50	\$8,667.00
18. 6" Approach Pavement	3209	1799	-1410	\$7.52	(\$10,603.20)
20. Insert Steel Bars in PCC Pavement	20	149	129	\$25.00	\$3,225.00
21. Adjust Manhole Frame and Cover	1	3	2	\$750.00	\$1,500.00
Temporary Access Road	0	1	1	\$1,150.00	\$1,150.00
TOTALS FOR CHANGE ORDER #1					(\$12,805.90)

ORIGINAL CONTRACT AMOUNT: 959,712.13
 THE CONTRACT AMOUNT DUE TO THIS CHANGE ORDER WILL BE DECREASED BY: (12,805.90)
 THE NEW CONTRACT AMOUNT INCLUDING THIS CHANGE ORDER WILL BE: 946,906.23

ORIGINAL COMPLETION DATE: 10/14/2022
 ADJUSTED COMPLETION DATE: NA

APPROVALS REQUIRED:
 ACCEPTED BY: 
 CONTRACTOR

ORDERED BY: _____
 CITY OF YANKTON

Memorandum #23-188

To: Amy Leon, City Manager
From: Dave Mingo, AICP Community and Economic Development Director.
Subject: Gehl Drive Sanitary Sewer Easements
Date: September 19, 2023

The previously approved Gehl Drive Infrastructure Improvement project includes the installation of a trunk line sanitary sewer main. Because of the topography in the area (very flat) and the location of the ideal Highway 50 and railroad crossing for the main, many easements are needed for the project outside of the Gehl Drive right-of-way corridor.

Attached are the easements associated with creating a corridor from the existing sanitary sewer main on the south side of Highway 50, all the way north to the intersection of Gehl Drive and Whiting Drive. The easements are located on multiple private properties, and we are very glad to say that all the private property owners recognize the need for this important project. To date, all but one has executed their associated easement documents and we continue to have a good dialogue with the remaining property owner. There are also two small segments where the main will need to cross city-owned property.

Our consulting engineer and city staff are hopeful that the project can go out for bids in the near future.

Respectfully Submitted,

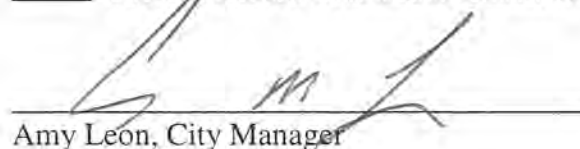


Dave Mingo, AICP
 Community and Economic Development Director

Recommendation: It is recommended that the City Commission approve Resolution #23-57 accepting the easements on private property and further authorize the City Manager to execute the easements on the associated City-owned land.

I concur with this recommendation.

I do not concur with this recommendation.



Amy Leon, City Manager

Roll Call

RESOLUTION #23-57

**Permanent and Temporary Utility Easements
for
The Gehl Drive Utility Project**

WHEREAS, the City of Yankton Gehl Drive Utility Project is a critical trunk line infrastructure improvement project that will serve a large area in the eastern portion of the community, and

WHEREAS, said utility project requires the dedication and acceptance of easements for the utility corridor, and

WHEREAS, with the approval of this resolution, the Yankton Board of City Commissioners authorizes the City Manager to execute the easements as described in the associated easement documents known as “E1 – E14.”

NOW THEREFORE BE IT RESOLVED, that the described Gehl Drive Utility Project easements “E1 – E14” are hereby dedicated and accepted on the property as legally described in the associated easement documents, and

BE IT FURTHER RESOLVED, the City Manager is hereby authorized to execute all documents associated with the easements.

Adopted:

Stephanie Moser, Mayor

Attest:

Al Viereck, Finance Officer



Scale: 1" = 300'

LEGEND

- - - - - PROPERTY LINE / EASEMENT
- - - - - PROPOSED SANITARY SEWER
- ⊙ ⊚ ⊛ SANITARY SEWER MH / COUPLER / CAP



File Location: G:\PROJECTS\1212\12122023\Gehl Dr Sewer Construction Database\Whiting Plan\CAD Files\2223 - 4 - Proposed Layout.dwg | Plot Date: 8/19/2023 2:30 PM

**Gehl Drive Extension
Sanitary Sewer Route**



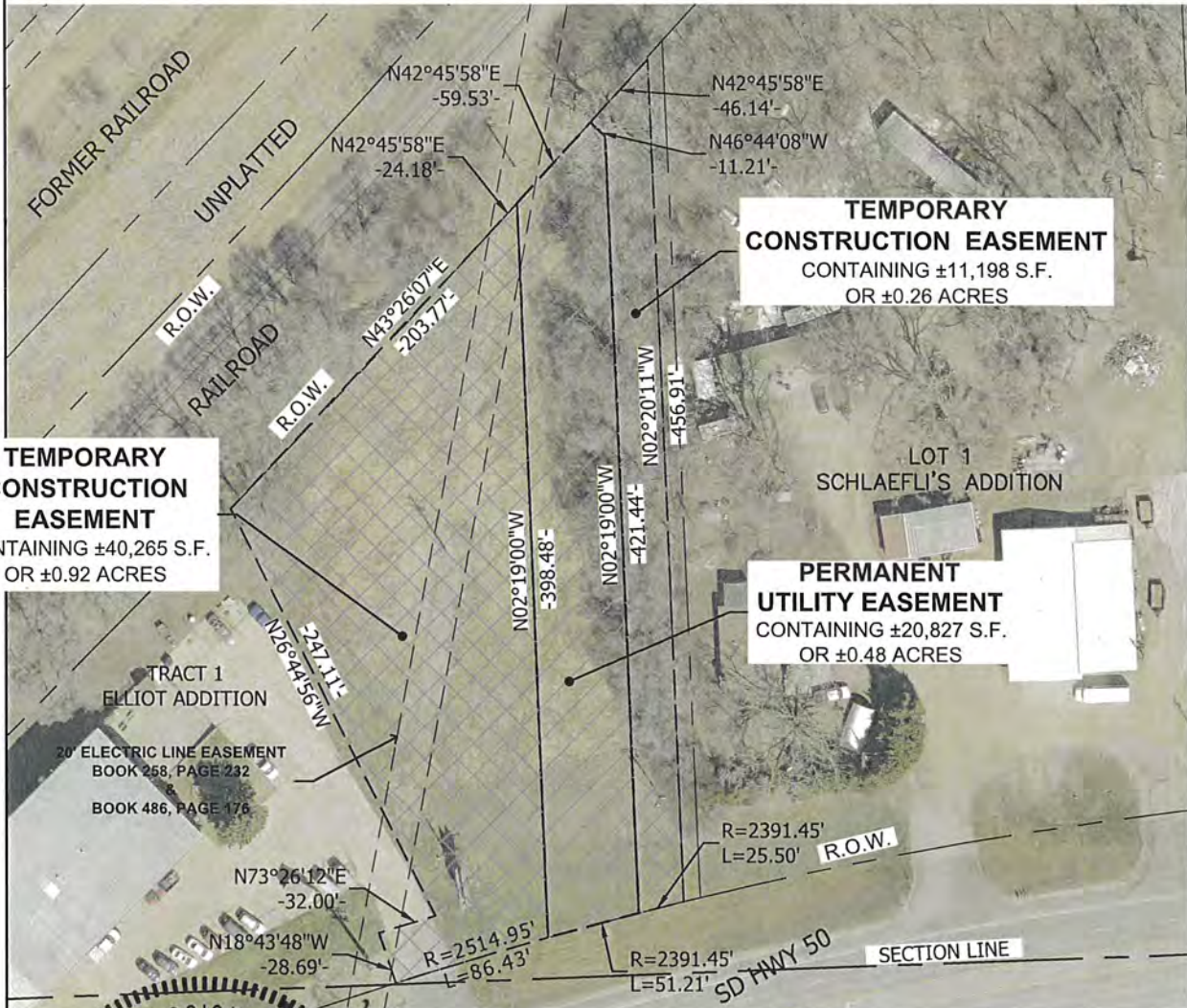
9/19/2023 SE#22220



EXHIBIT A

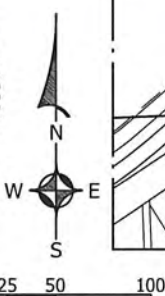
SHOWING EASEMENTS IN TRACT 1, ELLIOT ADDITION, IN THE SW1/4 OF THE SE1/4 OF SECTION 8 AND IN THE NW1/4 OF THE NE1/4 OF SECTION 17, BOTH IN TOWNSHIP 93 NORTH, RANGE 55 WEST, OF THE 5TH P.M., YANKTON COUNTY, SOUTH DAKOTA.

EASEMENTS



22220 - Easements.dwg

REGISTERED PROFESSIONAL SURVEYOR
 5350
 BRETT R. KENNEDY
 SOUTH DAKOTA
 6/16/2023



- NOTES:**
1. BASIS OF BEARING FOR THESE EASEMENTS IS THE CITY OF YANKTON DATUM.
 2. SURVEY WAS DONE WITHOUT BENEFIT OF A TITLE SEARCH.

LEGEND:
 TEMPORARY CONSTRUCTION EASEMENT [Cross-hatched box]
 PERMANENT UTILITY EASEMENT [Diagonal-hatched box]

STOCKWELL

PREPARED BY:
 STOCKWELL ENGINEERS, INC.
 201 WALNUT STREET
 YANKTON, SD 57078
 PHONE: 605-665-8092

EXHIBIT A

SHOWING AN EASEMENT LYING IN A STRIP OF LAND 100 FEET WIDE IN THE FRACTIONAL SOUTHEAST QUARTER OF SECTION 8, AND A PORTION OF THE UNPLATTED LAND LYING SOUTH OF PREVIOUS DESCRIBED LAND AND NORTH OF THE RAILROAD IN HE FRACTIONAL SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 93 NORTH, RANGE 55 WEST OF THE 5TH P.M., YANKTON COUNTY, SOUTH DAKOTA.

EASEMENT



PERMANENT UTILITY EASEMENT
 CONTAINING ±7,242 S.F.
 OR ±0.17 ACRES

- NOTES:**
1. BASIS OF BEARING FOR THESE EASEMENTS IS THE CITY OF YANKTON DATUM.
 2. SURVEY WAS DONE WITHOUT BENEFIT OF A TITLE SEARCH.

LEGEND:
 PERMANENT UTILITY EASEMENT 

REGISTERED PROFESSIONAL LAND SURVEYOR
 REG. NO. 5350
 BRETT R. KENNEDY
 SOUTH DAKOTA
 4-6-2023



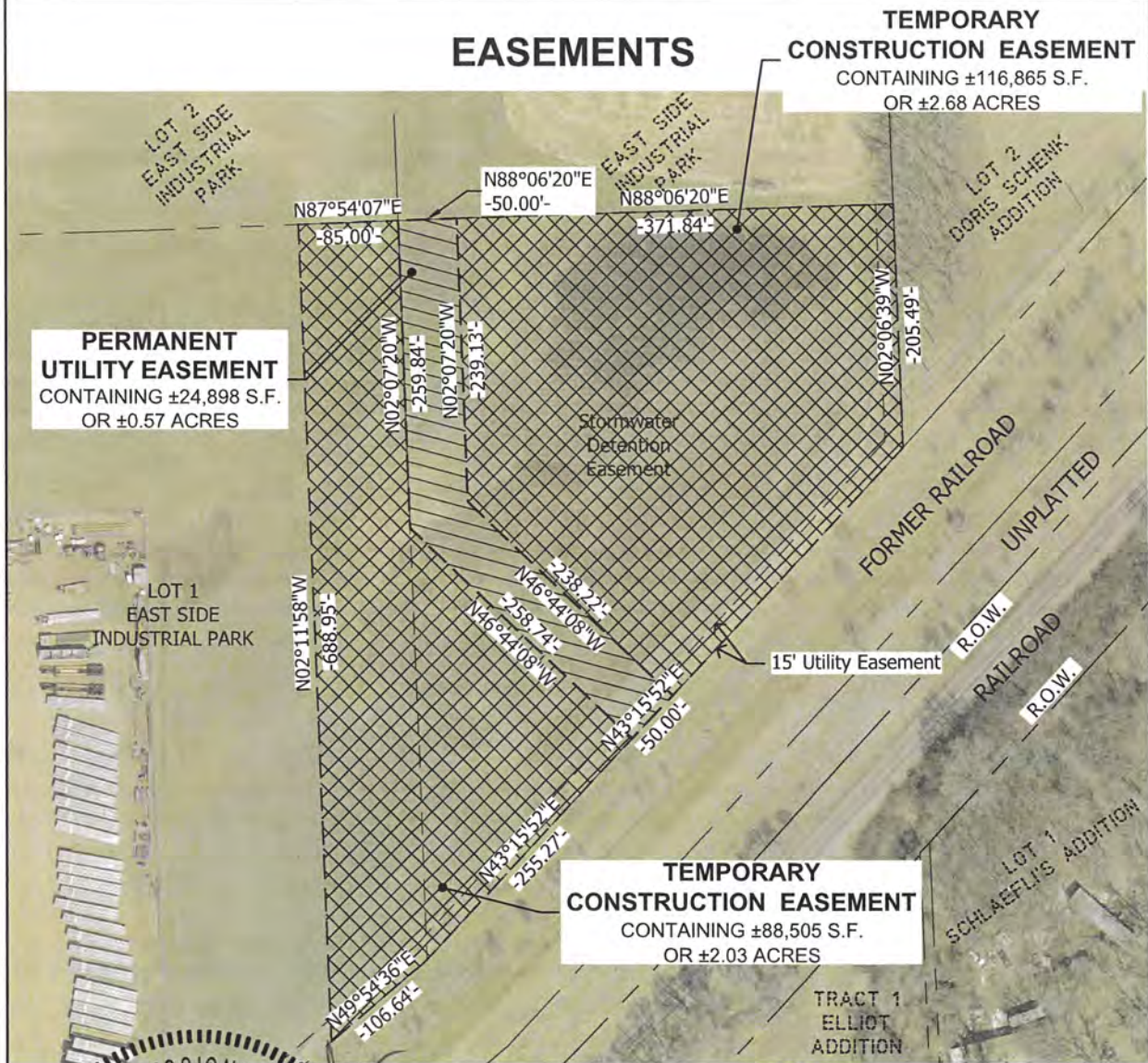
KEY MAP



PREPARED BY:
 STOCKWELL ENGINEERS, INC.
 201 WALNUT STREET
 YANKTON, SD 57078
 PHONE: 605-665-8092

EXHIBIT A

SHOWING EASEMENTS IN LOT 1, EAST SIDE INDUSTRIAL PARK, CITY AND COUNTY OF YANKTON SOUTH DAKOTA



PERMANENT UTILITY EASEMENT
CONTAINING ±24,898 S.F.
OR ±0.57 ACRES

TEMPORARY CONSTRUCTION EASEMENT
CONTAINING ±116,865 S.F.
OR ±2.68 ACRES

TEMPORARY CONSTRUCTION EASEMENT
CONTAINING ±88,505 S.F.
OR ±2.03 ACRES

REGISTERED PROFESSIONAL LAND SURVEYOR
REG. NO. 106
5350
BRETT R. KENNEDY
SOUTH DAKOTA
4-6-2023



- NOTES:**
1. BASIS OF BEARING FOR THESE EASEMENTS IS THE CITY OF YANKTON DATUM.
 2. SURVEY WAS DONE WITHOUT BENEFIT OF A TITLE SEARCH.

LEGEND:
TEMPORARY CONSTRUCTION EASEMENT [Cross-hatched box]
PERMANENT UTILITY EASEMENT [Diagonal-hatched box]

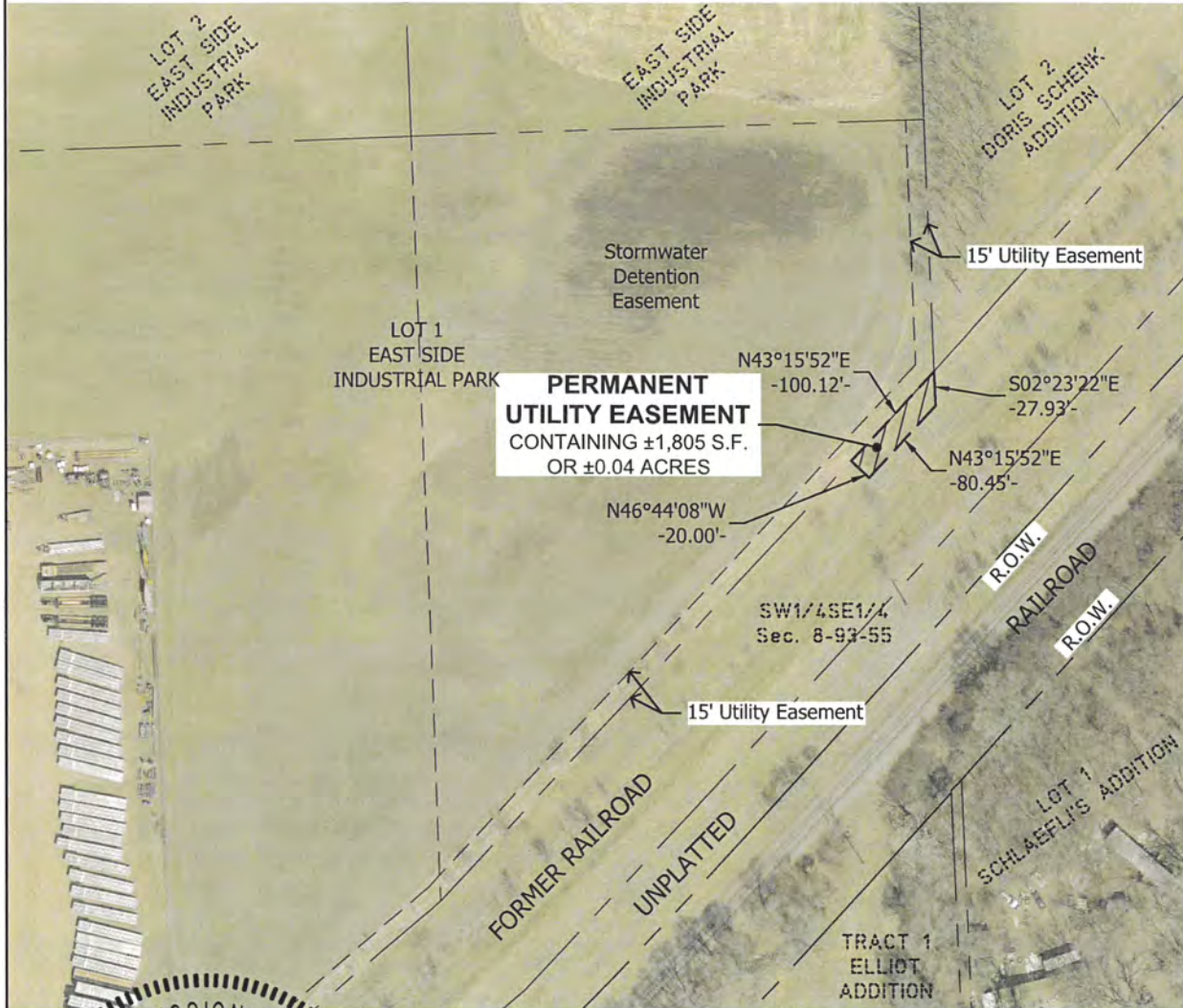
PREPARED BY:
STOCKWELL ENGINEERS, INC.
201 WALNUT STREET
YANKTON, SD 57078
PHONE: 605-665-8092

222220 - Easements.dwg

EXHIBIT A

SHOWING AN EASEMENT LYING IN A STRIP OF LAND 100 FEET WIDE IN THE FRACTIONAL SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 93 NORTH, RANGE 55 WEST OF THE 5TH P.M., YANKTON COUNTY, SOUTH DAKOTA.

EASEMENT



PERMANENT UTILITY EASEMENT
CONTAINING ±1,805 S.F.
OR ±0.04 ACRES

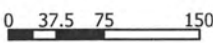
15' Utility Easement

15' Utility Easement

Brett R. Kennedy
 REGISTERED PROFESSIONAL LAND SURVEYOR
 5350
 BRETT R. KENNEDY
 SOUTH DAKOTA
 4-6-2023



KEY MAP



- NOTES:**
1. BASIS OF BEARING FOR THESE EASEMENTS IS THE CITY OF YANKTON DATUM.
 2. SURVEY WAS DONE WITHOUT BENEFIT OF A TITLE SEARCH.

LEGEND:
 PERMANENT UTILITY EASEMENT



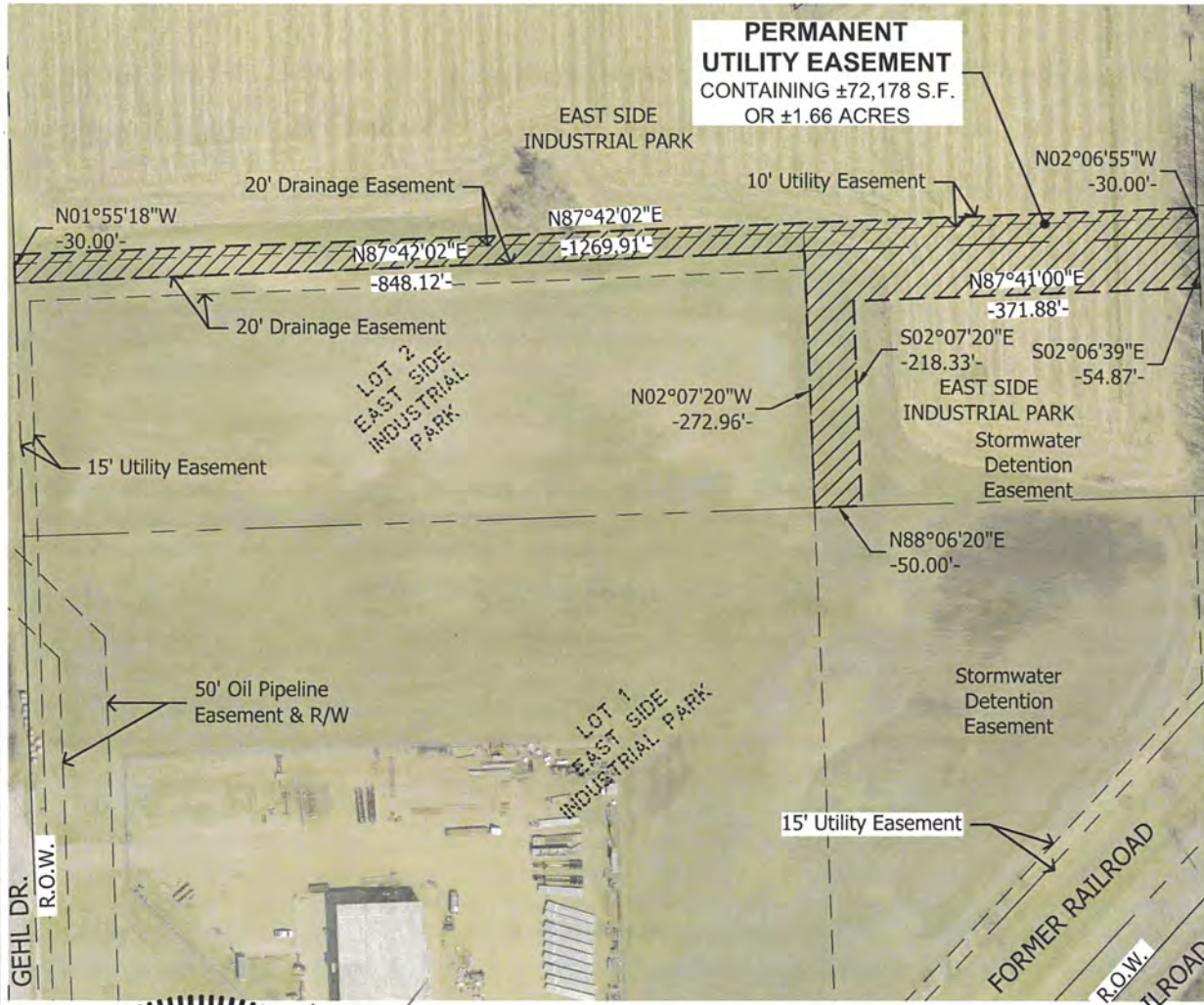
PREPARED BY:
 STOCKWELL ENGINEERS, INC.
 201 WALNUT STREET
 YANKTON, SD 57078
 PHONE: 605-665-8092

22220 - Easements.dwg

EXHIBIT A

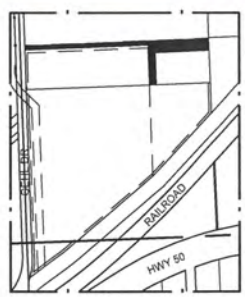
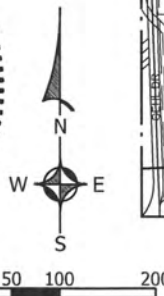
SHOWING AN EASEMENT IN EAST SIDE INDUSTRIAL PARK, LESS LOTS 1, 2, 3, 4, AND 5, CITY AND COUNTY OF YANKTON, SOUTH DAKOTA

EASEMENT



PERMANENT UTILITY EASEMENT
CONTAINING ±72,178 S.F.
OR ±1.66 ACRES

Brett R. Kennedy
REGISTERED PROFESSIONAL LAND SURVEYOR
REG. NO. 5350
BRETT R. KENNEDY
SOUTH DAKOTA
4-6-2023



KEY MAP

- NOTES:**
1. BASIS OF BEARING FOR THESE EASEMENTS IS THE CITY OF YANKTON DATUM.
 2. SURVEY WAS DONE WITHOUT BENEFIT OF A TITLE SEARCH.

LEGEND:
PERMANENT UTILITY EASEMENT



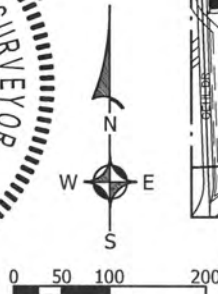
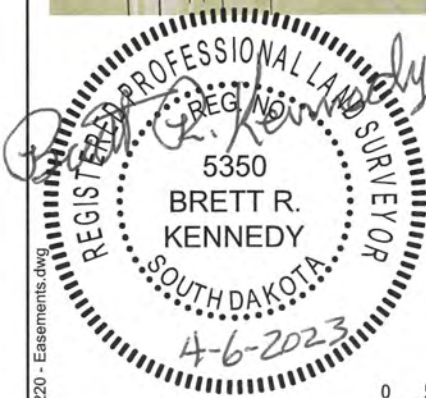
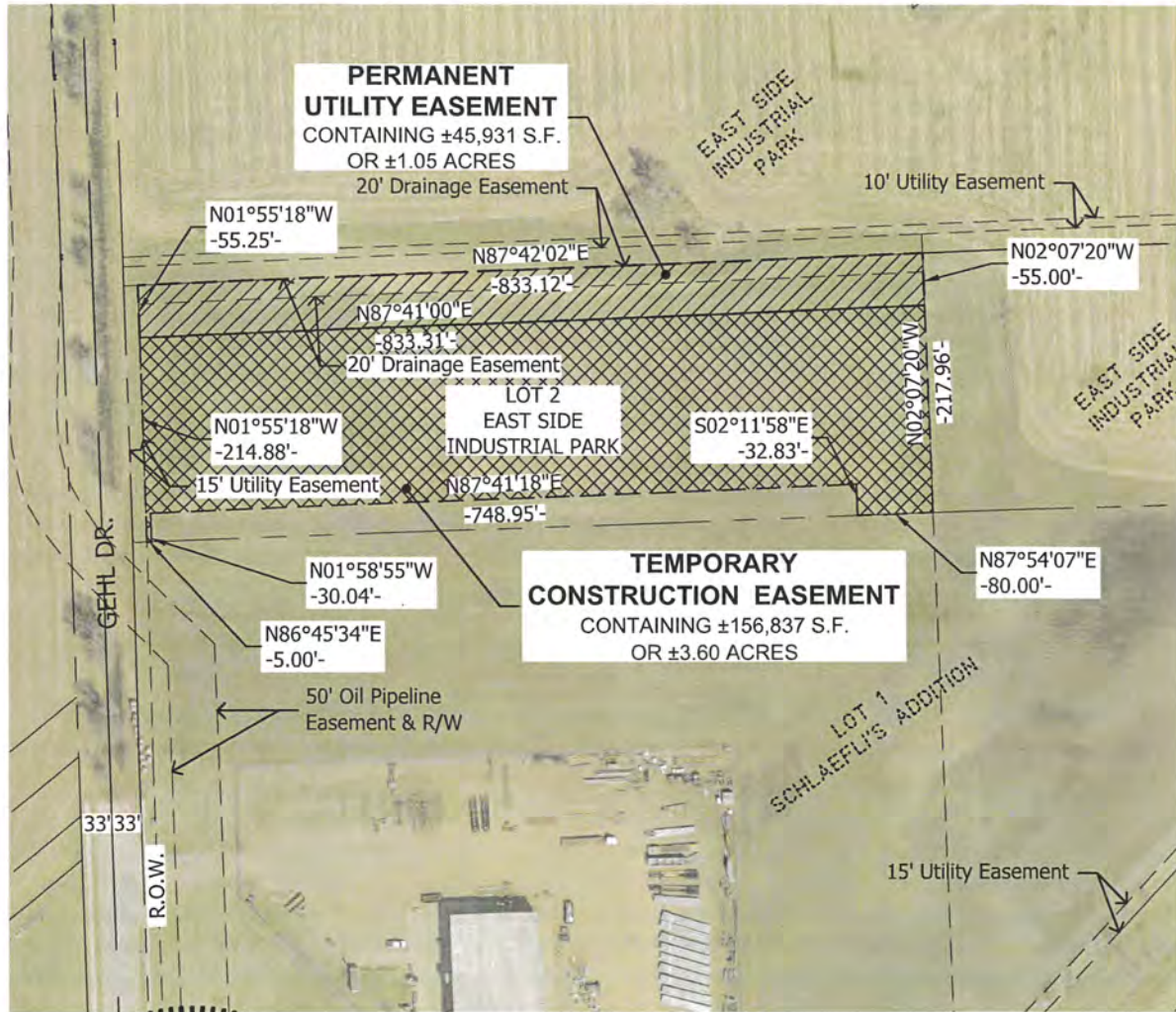
PREPARED BY:
STOCKWELL ENGINEERS, INC.
201 WALNUT STREET
YANKTON, SD 57078
PHONE: 605-665-8092

22220 - Easements.dwg

EXHIBIT A

SHOWING EASEMENTS IN LOT 2, EAST SIDE INDUSTRIAL PARK, CITY AND COUNTY OF YANKTON SOUTH DAKOTA

EASEMENTS



KEY MAP

NOTES:

1. BASIS OF BEARING FOR THESE EASEMENTS IS THE CITY OF YANKTON DATUM.
2. SURVEY WAS DONE WITHOUT BENEFIT OF A TITLE SEARCH.

LEGEND:

- TEMPORARY CONSTRUCTION EASEMENT
- PERMANENT UTILITY EASEMENT



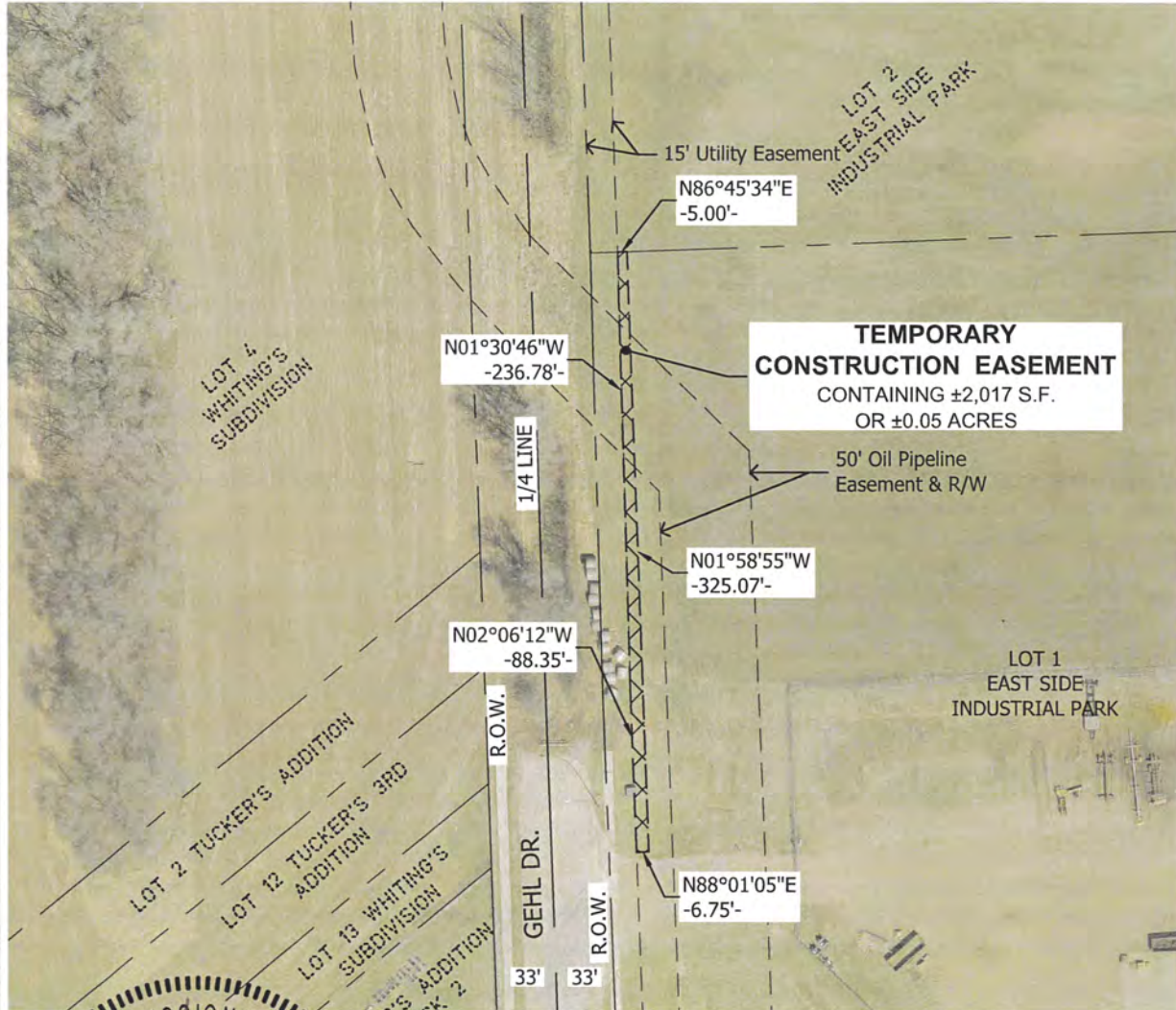
PREPARED BY:

STOCKWELL ENGINEERS, INC.
201 WALNUT STREET
YANKTON, SD 57078
PHONE: 605-665-8092

EXHIBIT A

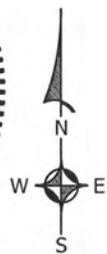
SHOWING AN EASEMENT IN LOT 1, EAST SIDE INDUSTRIAL PARK, CITY AND COUNTY OF YANKTON SOUTH DAKOTA

EASEMENT



**TEMPORARY
CONSTRUCTION EASEMENT**
CONTAINING ±2,017 S.F.
OR ±0.05 ACRES

22220 - Easements.dwg
 REGISTERED PROFESSIONAL LAND SURVEYOR
 5350
 BRETT R. KENNEDY
 SOUTH DAKOTA
 A-6-2023



- NOTES:**
1. BASIS OF BEARING FOR THESE EASEMENTS IS THE CITY OF YANKTON DATUM.
 2. SURVEY WAS DONE WITHOUT BENEFIT OF A TITLE SEARCH.

LEGEND:
 TEMPORARY CONSTRUCTION EASEMENT

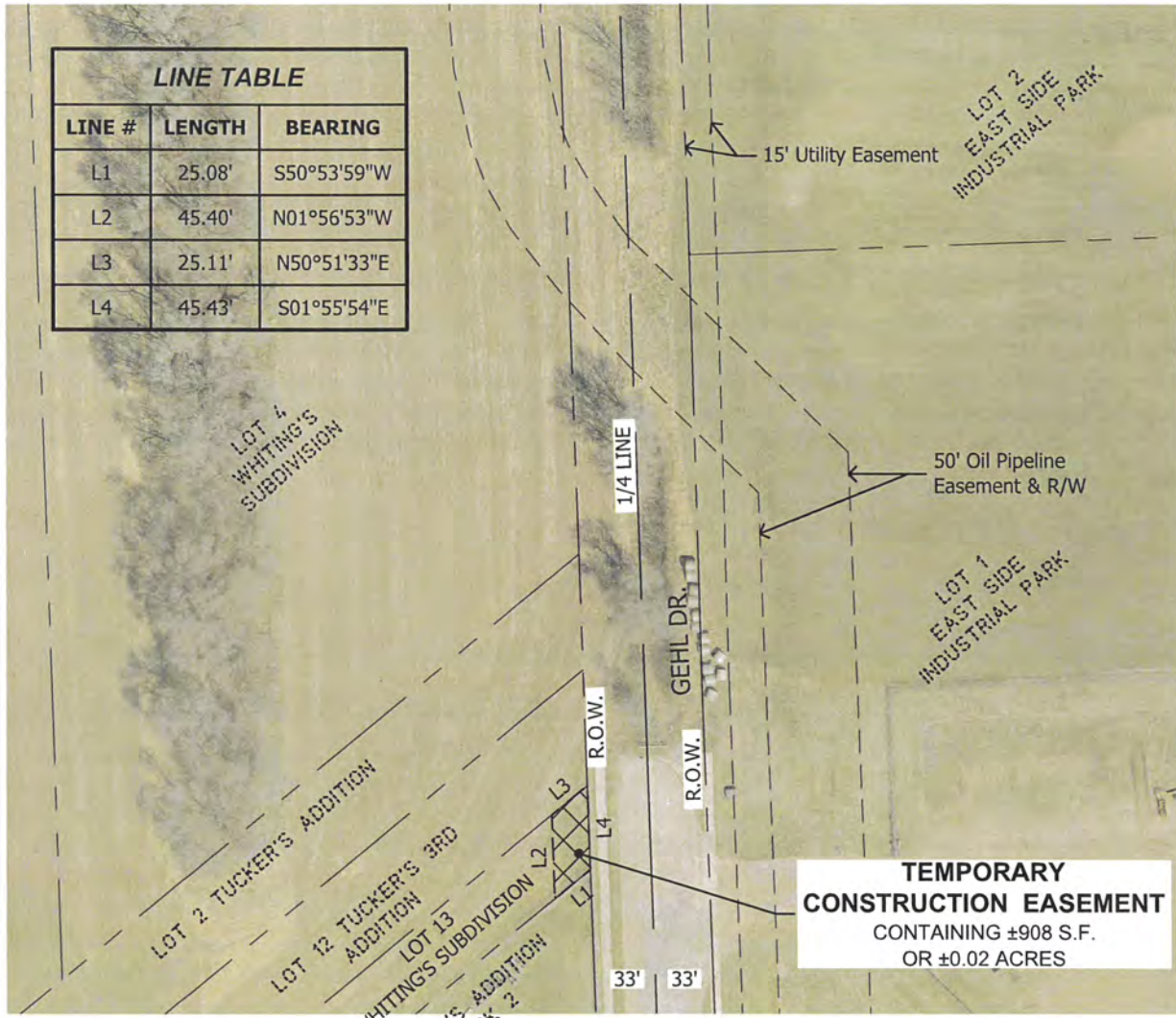
STOCKWELL
PREPARED BY:
 STOCKWELL ENGINEERS, INC.
 201 WALNUT STREET
 YANKTON, SD 57078
 PHONE: 605-665-8092

EXHIBIT A

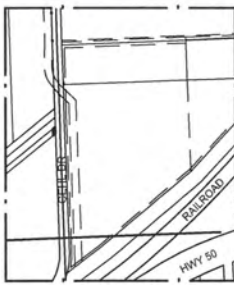
SHOWING AN EASEMENT IN LOT 13, WHITING'S SUBDIVISION, LYING IMMEDIATELY SOUTH OF LOTS 4, 5, AND 6, WHITING'S SUBDIVISION, ALL IN YANKTON COUNTY, SOUTH DAKOTA.

EASEMENT

LINE TABLE		
LINE #	LENGTH	BEARING
L1	25.08'	S50°53'59"W
L2	45.40'	N01°56'53"W
L3	25.11'	N50°51'33"E
L4	45.43'	S01°55'54"E



**TEMPORARY
CONSTRUCTION EASEMENT**
CONTAINING ±908 S.F.
OR ±0.02 ACRES



KEY MAP

- NOTES:**
1. BASIS OF BEARING FOR THESE EASEMENTS IS THE CITY OF YANKTON DATUM.
 2. SURVEY WAS DONE WITHOUT BENEFIT OF A TITLE SEARCH.

LEGEND:
TEMPORARY CONSTRUCTION EASEMENT



PREPARED BY:
STOCKWELL ENGINEERS, INC.
201 WALNUT STREET
YANKTON, SD 57078
PHONE: 605-665-8092

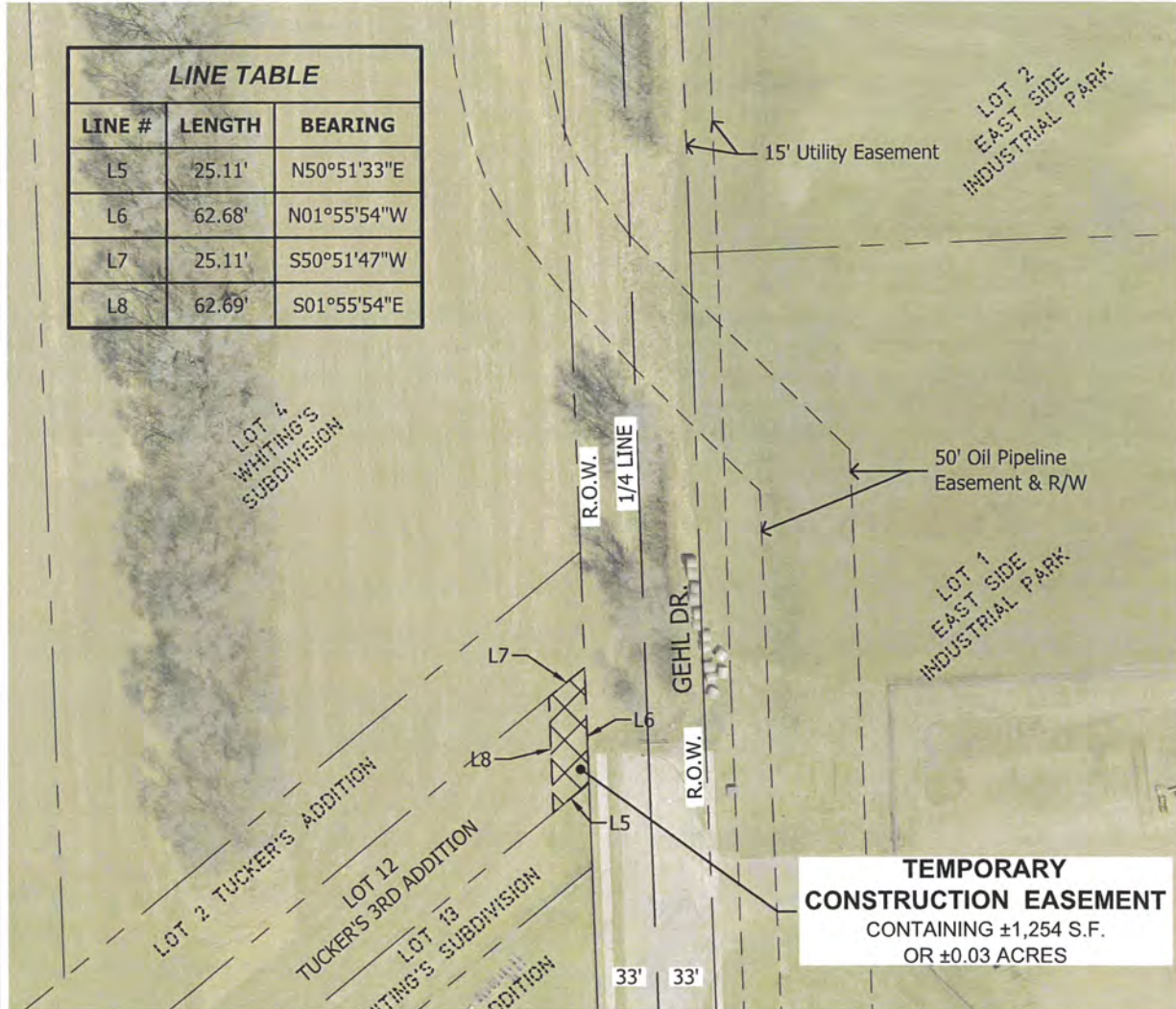
22220 - Easements.dwg

EXHIBIT A

SHOWING AN EASEMENT IN LOT 12, TUCKER'S 3RD ADDITION, AS PLATTED IN BOOK S6 PAGES 28A AND 28B, LYING IMMEDIATELY SOUTH OF LOTS 4, 5, AND 6, WHITING'S SUBDIVISION, ALL IN YANKTON COUNTY, SOUTH DAKOTA.

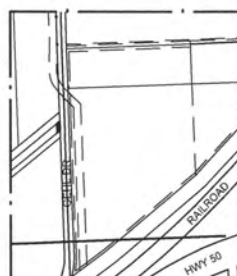
EASEMENT

LINE TABLE		
LINE #	LENGTH	BEARING
L5	25.11'	N50°51'33"E
L6	62.68'	N01°55'54"W
L7	25.11'	S50°51'47"W
L8	62.69'	S01°55'54"E



TEMPORARY CONSTRUCTION EASEMENT
CONTAINING ±1,254 S.F.
OR ±0.03 ACRES

REGISTERED PROFESSIONAL LAND SURVEYOR
5350
BRETT R. KENNEDY
SOUTH DAKOTA
4-6-2023



KEY MAP

- NOTES:**
1. BASIS OF BEARING FOR THESE EASEMENTS IS THE CITY OF YANKTON DATUM.
 2. SURVEY WAS DONE WITHOUT BENEFIT OF A TITLE SEARCH.

LEGEND:
TEMPORARY CONSTRUCTION EASEMENT XXXX



PREPARED BY:
STOCKWELL ENGINEERS, INC.
201 WALNUT STREET
YANKTON, SD 57078
PHONE: 605-665-8092

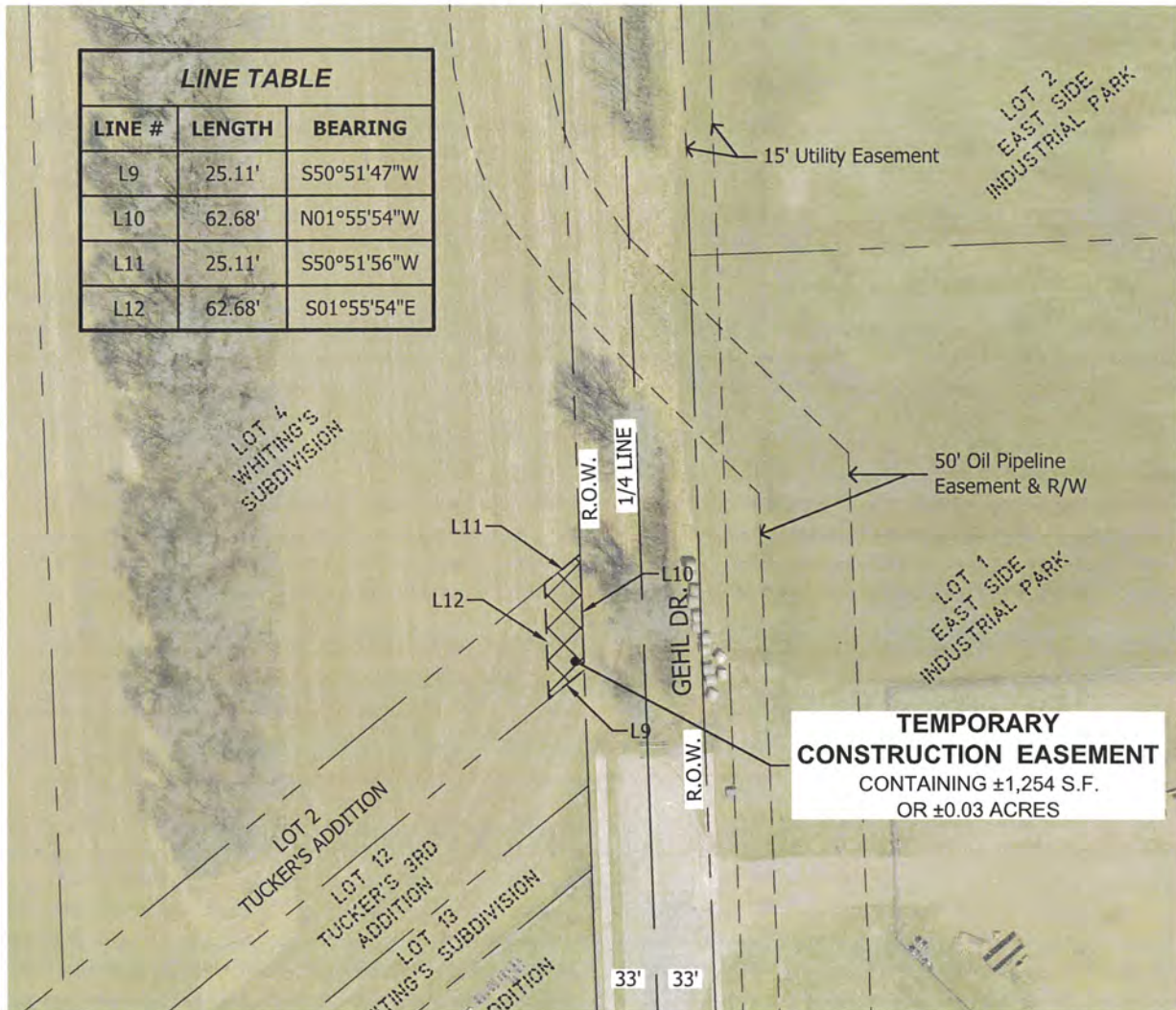
22220 - Easements.dwg

EXHIBIT A

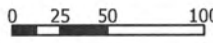
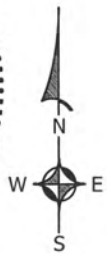
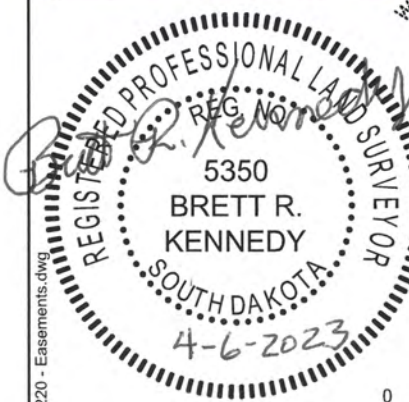
SHOWING AN EASEMENT IN LOT 2, TUCKER'S ADDITION, AS PLATTED IN BOOK S6, PAGE 21A, LYING IMMEDIATELY SOUTH OF LOTS 4, 5, AND 6, WHITING'S SUBDIVISION, ALL IN YANKTON COUNTY, SOUTH DAKOTA.

EASEMENT

LINE TABLE		
LINE #	LENGTH	BEARING
L9	25.11'	S50°51'47"W
L10	62.68'	N01°55'54"W
L11	25.11'	S50°51'56"W
L12	62.68'	S01°55'54"E



TEMPORARY CONSTRUCTION EASEMENT
CONTAINING ±1,254 S.F.
OR ±0.03 ACRES



KEY MAP

- NOTES:**
1. BASIS OF BEARING FOR THESE EASEMENTS IS THE CITY OF YANKTON DATUM.
 2. SURVEY WAS DONE WITHOUT BENEFIT OF A TITLE SEARCH.

LEGEND:
TEMPORARY CONSTRUCTION EASEMENT XXXXXX



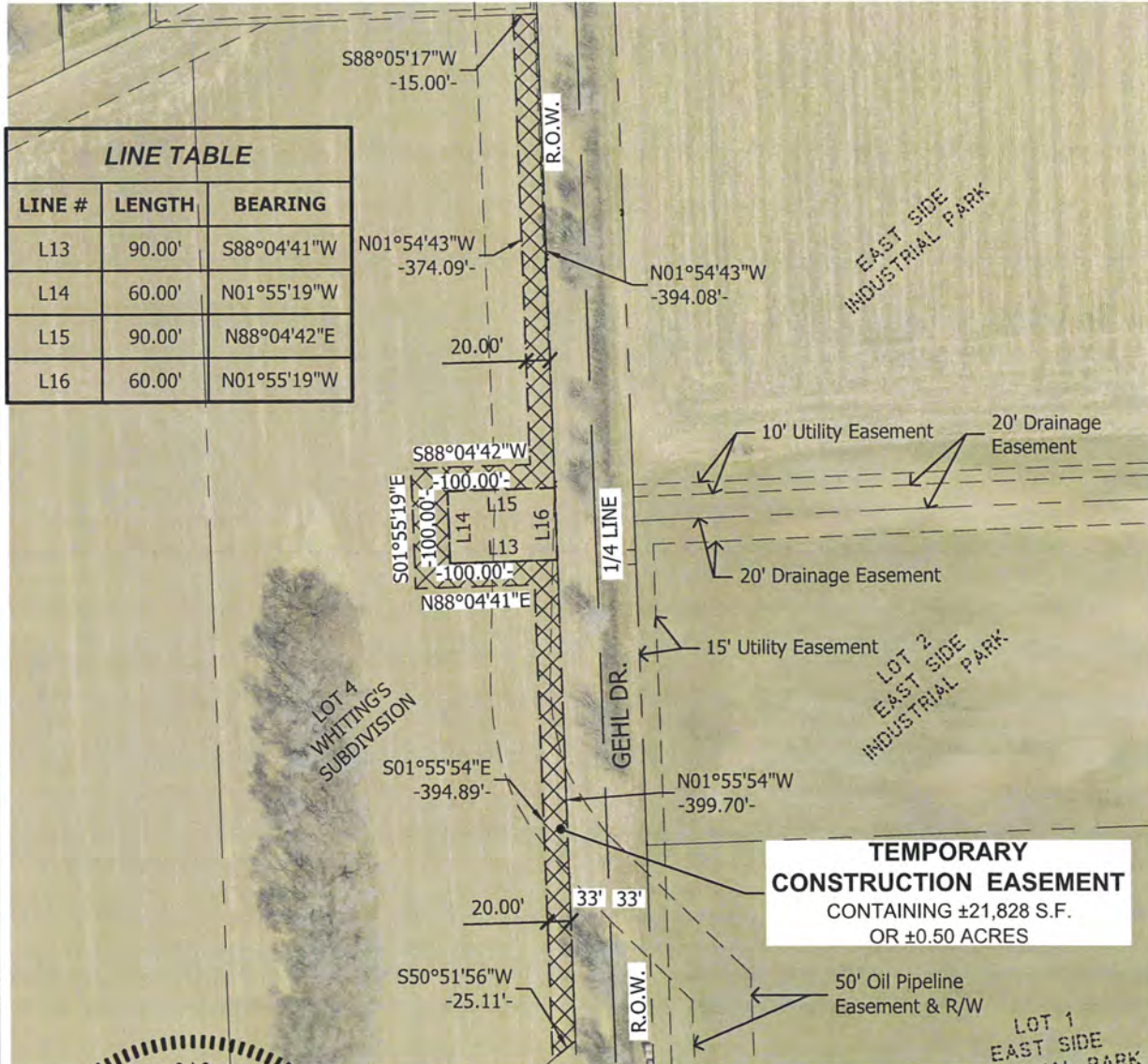
PREPARED BY:
STOCKWELL ENGINEERS, INC.
201 WALNUT STREET
YANKTON, SD 57078
PHONE: 605-665-8092

EXHIBIT A

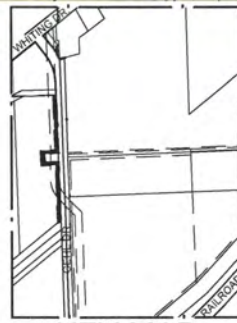
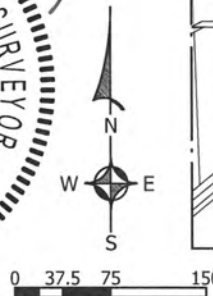
SHOWING AN EASEMENT IN LOT 4, WHITTING'S SUBDIVISION AS PLATTED IN BOOK SS, PAGE 4, EXCEPT LOT A OF LOT 4 AS PLATTED IN BOOK SS, PAGE 236, AND EXCEPT LOTS 1, 2, AND 3 OF GRACE ESTATES AS PLATTED IN BOOK S6, PAGE 7A; ALL IN YANKTON COUNTY, SOUTH DAKOTA.

EASEMENT

LINE TABLE		
LINE #	LENGTH	BEARING
L13	90.00'	S88°04'41"W
L14	60.00'	N01°55'19"W
L15	90.00'	N88°04'42"E
L16	60.00'	N01°55'19"W



TEMPORARY CONSTRUCTION EASEMENT
CONTAINING ±21,828 S.F.
OR ±0.50 ACRES



- NOTES:**
1. BASIS OF BEARING FOR THESE EASEMENTS IS THE CITY OF YANKTON DATUM.
 2. SURVEY WAS DONE WITHOUT BENEFIT OF A TITLE SEARCH.

LEGEND:
TEMPORARY CONSTRUCTION EASEMENT [Cross-hatched box]
PERMANENT UTILITY EASEMENT [Diagonal hatched box]

STOCKWELL

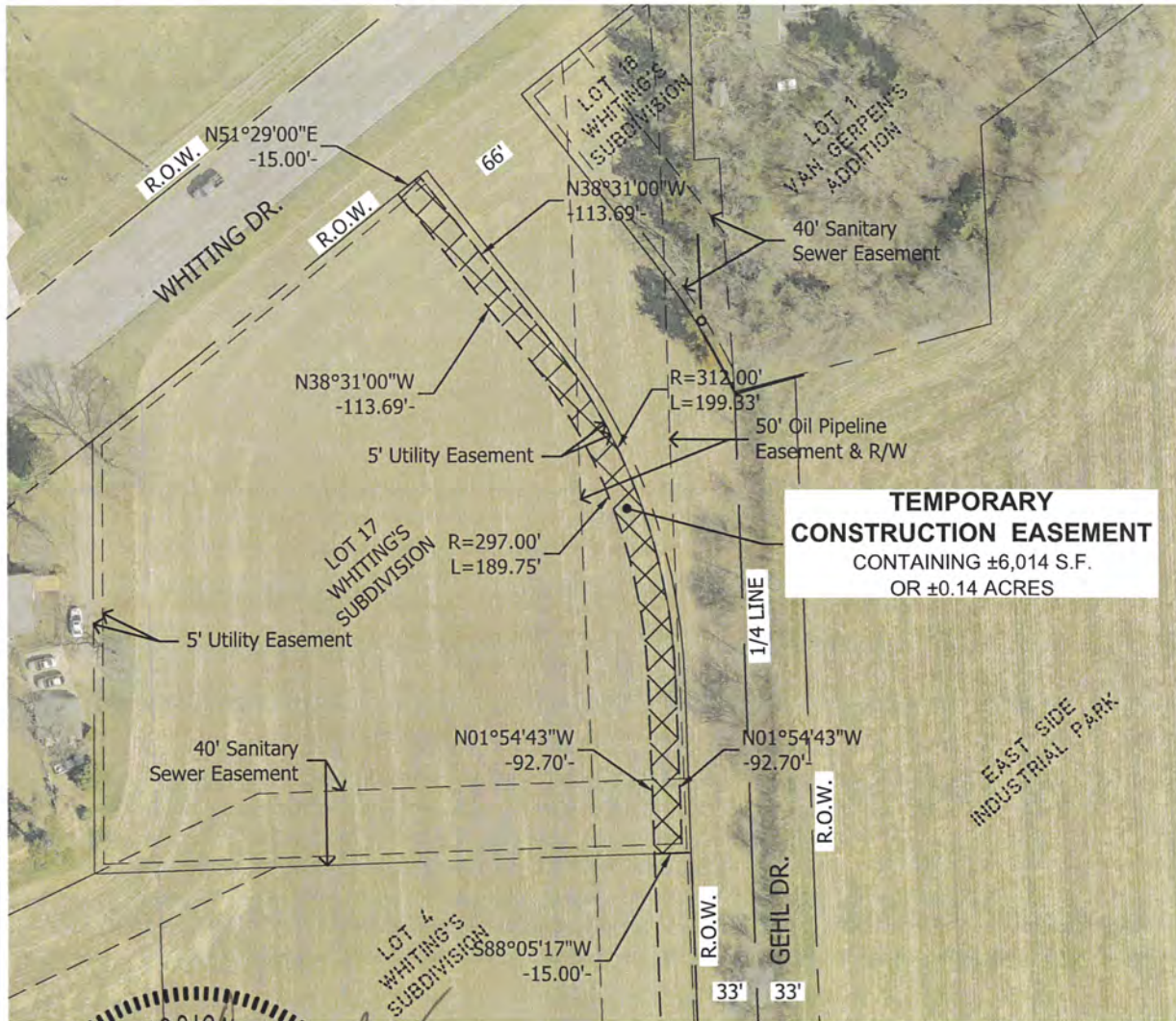
PREPARED BY:
STOCKWELL ENGINEERS, INC.
201 WALNUT STREET
YANKTON, SD 57078
PHONE: 605-665-8092

22220 - Easements.dwg

EXHIBIT A

SHOWING AN EASEMENT IN LOT 17, WHITING'S SUBDIVISION TO THE CITY OF YANKTON, SOUTH DAKOTA.

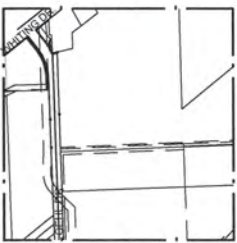
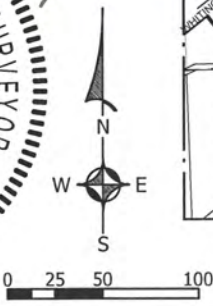
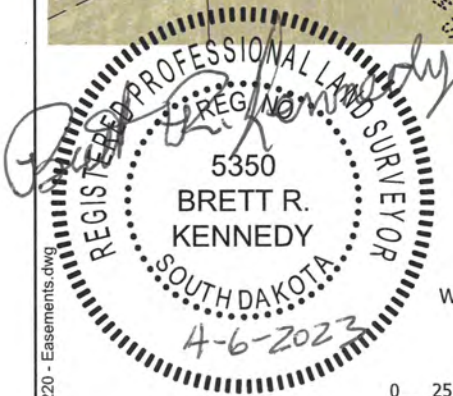
EASEMENT



**TEMPORARY
CONSTRUCTION EASEMENT**
CONTAINING ±6,014 S.F.
OR ±0.14 ACRES

- NOTES:**
1. BASIS OF BEARING FOR THESE EASEMENTS IS THE CITY OF YANKTON DATUM.
 2. SURVEY WAS DONE WITHOUT BENEFIT OF A TITLE SEARCH.

LEGEND:
TEMPORARY CONSTRUCTION EASEMENT 



KEY MAP



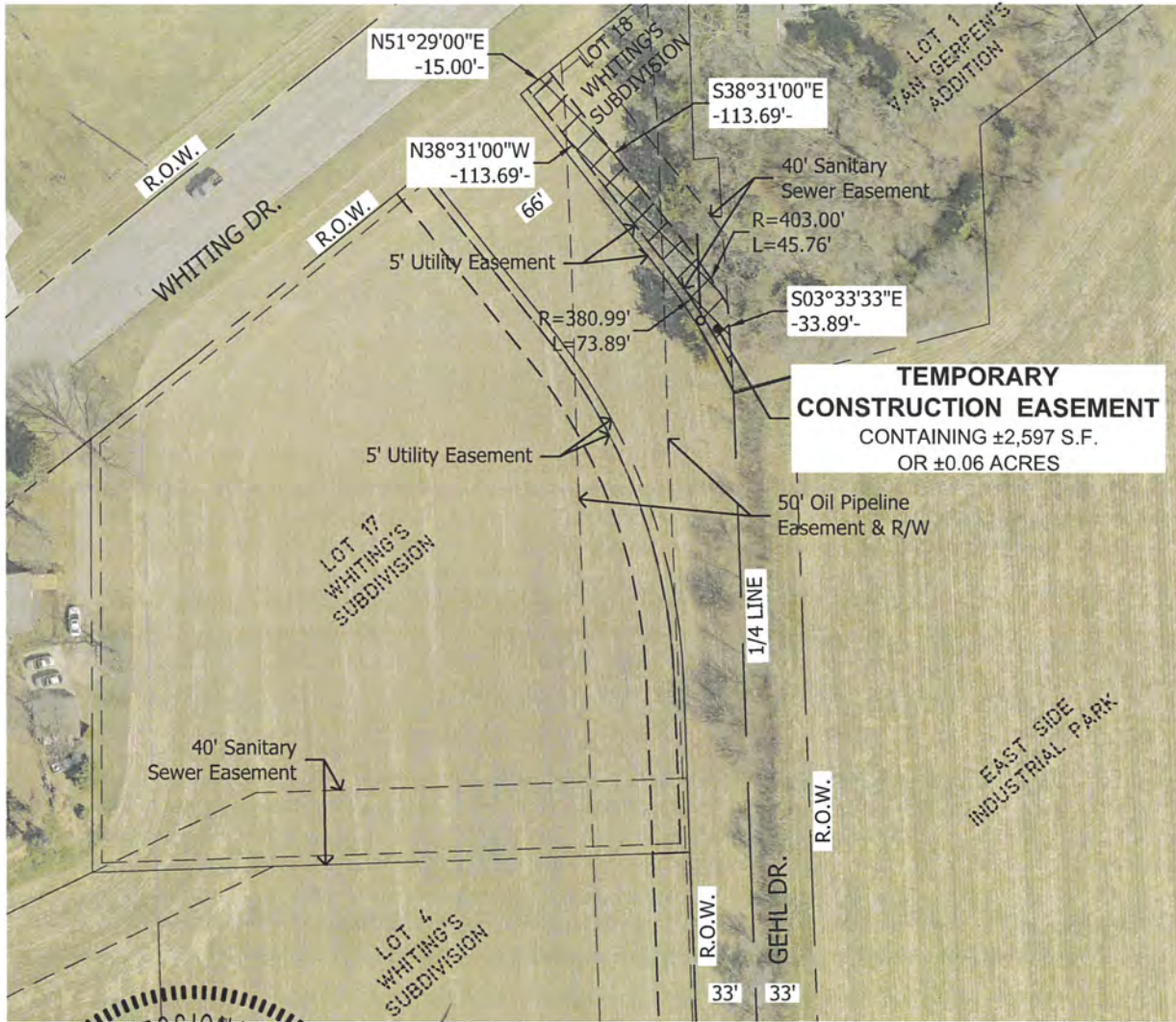
PREPARED BY:
STOCKWELL ENGINEERS, INC.
201 WALNUT STREET
YANKTON, SD 57078
PHONE: 605-665-8092

22220 - Easements.dwg

EXHIBIT A

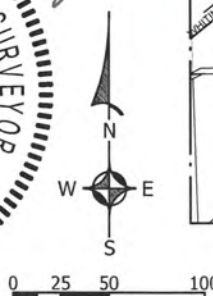
SHOWING AN EASEMENT IN LOT 18, WHITING'S SUBDIVISION TO THE CITY OF YANKTON, SOUTH DAKOTA.

EASEMENT



**TEMPORARY
CONSTRUCTION EASEMENT**
CONTAINING ±2,597 S.F.
OR ±0.06 ACRES

REGISTERED PROFESSIONAL LAND SURVEYOR
REG. NO. 12345
5350
BRETT R. KENNEDY
SOUTH DAKOTA
4-6-2023



KEY MAP

- NOTES:**
1. BASIS OF BEARING FOR THESE EASEMENTS IS THE CITY OF YANKTON DATUM.
 2. SURVEY WAS DONE WITHOUT BENEFIT OF A TITLE SEARCH.

LEGEND:
TEMPORARY CONSTRUCTION EASEMENT XXXX



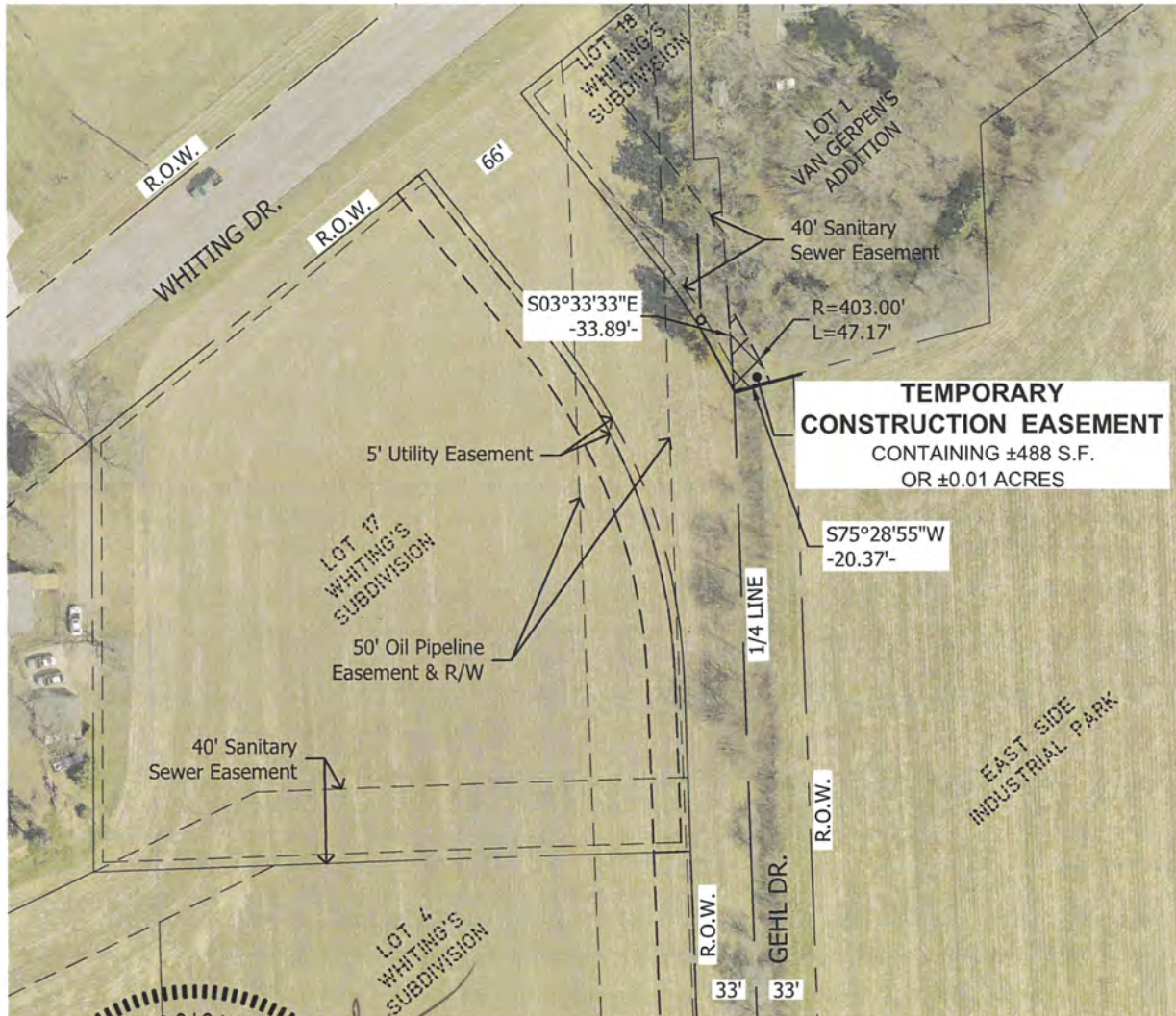
PREPARED BY:
STOCKWELL ENGINEERS, INC.
201 WALNUT STREET
YANKTON, SD 57078
PHONE: 605-665-8092

22220 - Easements.dwg

EXHIBIT A

SHOWING AN EASEMENT IN LOT 1, VANGERPEN'S ADDITION, CITY AND COUNTY OF YANKTON, SOUTH DAKOTA, PER PLAT RECORDED IN BOOK S21, PAGE 011.

EASEMENT



**TEMPORARY
CONSTRUCTION EASEMENT**
CONTAINING ±488 S.F.
OR ±0.01 ACRES

S03°33'33"E
-33.89'-

S75°28'55"W
-20.37'-

22220 - Easements.dwg
REGISTERED PROFESSIONAL LAND SURVEYOR
REG. NO. 12345
5350
BRETT R. KENNEDY
SOUTH DAKOTA
4-6-2023



KEY MAP

- NOTES:**
1. BASIS OF BEARING FOR THESE EASEMENTS IS THE CITY OF YANKTON DATUM.
 2. SURVEY WAS DONE WITHOUT BENEFIT OF A TITLE SEARCH.

LEGEND:
TEMPORARY CONSTRUCTION EASEMENT



PREPARED BY:
STOCKWELL ENGINEERS, INC.
201 WALNUT STREET
YANKTON, SD 57078
PHONE: 605-665-8092

Prepared By:
Stockwell Engineers
201 Walnut Street
Yankton, SD 57078
(605) 665-8092

PERMANENT UTILITY EASEMENT

_____ (hereinafter referred to as “GRANTOR”), owner of the real property described herein, in consideration of In consideration of \$_____ and other good and valuable consideration, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell, transfer and convey unto the CITY OF YANKTON, a South Dakota municipal corporation, (hereinafter referred to as “CITY”), a permanent utility easement, with the right, privilege and authority to erect, construct, install and lay, and thereafter use, operate, inspect, repair, enlarge, maintain, replace and remove utility mains, pipes, connections, valves, structures and all other devices and appurtenances used in connection with the operation of utility pipes and mains used within the easement area, including the necessary grading thereof, over, across, and through the land of the GRANTOR, all in accordance with the Engineer plans on file with the CITY.

Said easement shall be a strip of land as shown on the attached Exhibit A, on the following described real property (hereinafter “Permanent Easement Area”):

Legal: TRACT 1, ELLIOT ADDITION, IN THE SW1/4 OF THE SE1/4 OF SECTION 8 AND IN THE NW1/4 OF THE NE1/4 OF SECTION 17, BOTH IN TOWNSHIP 93 NORTH, RANGE 55 WEST, OF THE 5TH P.M., YANKTON COUNTY, SOUTH DAKOTA.

This grant is subject to the following conditions:

1. In the event the Easement Area is disturbed by CITY’s exercise of any of its easement rights under this Easement Agreement, such area shall be restored to the condition in which it existed at the commencement of such activities or in conformance with the City Engineer approved construction plans.
2. CITY agrees to maintain for GRANTOR’S use existing farm field approaches during construction. In the event that a farm field approach is necessary to accommodate construction activity, CITY will pay for and install a temporary farm field approach.
3. CITY will defend, indemnify and save harmless GRANTOR from any claims for bodily injury and property damage claims and expenses, including attorneys’ fees, arising out of the construction, maintenance and use of the water main, storm sewer mains and/or sanitary sewer mains and the intentional and negligent acts and omissions of the CITY and its contractors.
4. OWNERS will keep the easement area clear of any structure, debris, trees, shrubs, or landscaping whatsoever, except existing ground cover and except lawn grass, which shall be regularly mowed, and except annual vegetation which may be grown.

IN WITNESS WHEREOF, OWNERS have executed this easement this ____ day of _____, 2023.

By: _____
Owner

By: _____
Owner's Representative

STATE OF SOUTH DAKOTA)
 :§
COUNTY OF YANKTON)

On this ____ day of _____, 2023, before me, the undersigned officer, personally appeared _____, of _____, known to me to be the persons that are described in and that executed the foregoing instrument and acknowledged to me that they executed the same in the capacity therein stated for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Notary Public, South Dakota
My commission expires: _____

Prepared By:
Stockwell Engineers
201 Walnut St.
Yankton, SD 57078
(605) 665-8092

TEMPORARY CONSTRUCTION EASEMENT

In consideration of \$_____ or in consideration of the benefits to be derived by the installation of the sanitary sewer lines hereinafter described to _____, hereinafter referred to as GRANTOR, by CITY OF YANKTON, 416 Walnut St., Yankton, SD 57078, a South Dakota municipal corporation, (hereinafter referred to as "CITY"), a temporary construction easement, with the right, privilege and authority to excavate, construct, and install the Gehl Drive Extension Project, hereinafter referred to as PROJECT, including the necessary grading thereof, over, across, and through the land of the GRANTOR, all in accordance with the Engineer plans on file with the CITY.

Said easement shall be a strip of land as shown on the attached Exhibit A, on the following described real property (hereinafter the "Temporary Easement Area"):

Legal: TRACT 1, ELLIOT ADDITION, IN THE SW1/4 OF THE SE1/4 OF SECTION 8 AND IN THE NW1/4 OF THE NE1/4 OF SECTION 17, BOTH IN TOWNSHIP 93 NORTH, RANGE 55 WEST, OF THE 5TH P.M., YANKTON COUNTY, SOUTH DAKOTA.

This grant is subject to the following conditions:

1. This easement shall terminate one year after the date of substantial completion of the PROJECT.
2. GRANTOR agrees to not use the Easement Area in a manner which will interfere with the CITY'S full enjoyment of the rights hereby granted.
3. CITY agrees to save the GRANTOR harmless from any claims for damage arising out of the construction of the PROJECT, including but not limited to any claims alleging damage or injury as a result of construction taking place on the property.
4. CITY agrees to, following the construction of the PROJECT, return the Easement Area to its former condition as is reasonably possible or in compliance with the Engineer plans on file with the CITY, at no expense to GRANTOR.
5. CITY agrees to maintain GRANTOR'S use of existing farm field approaches or to provide temporary farm field approaches if necessary, during the PROJECT.
6. The consideration hereinabove recited shall constitute payment in full for any damages to the land of the GRANTOR, their successors and assigns, by reason of the exercise of the easement rights granted herein, unless otherwise agreed to in writing by the CITY.

IN WITNESS WHEREOF, GRANTOR have executed this easement this ____ day of _____, 2023.

By: _____
Owner

By: _____
Owner's Representative

STATE OF SOUTH DAKOTA)
 :§
COUNTY OF YANKTON)

On this ____ day of _____, 2023, before me, the undersigned officer, personally appeared _____, known to me to be the persons that are described in and that executed the foregoing instrument and acknowledged to me that they executed the same in the capacity therein stated for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Notary Public, South Dakota
My commission expires: _____

Prepared By:
Stockwell Engineers
201 Walnut Street
Yankton, SD 57078
(605) 665-8092

PERMANENT UTILITY EASEMENT

CITY OF YANKTON, a South Dakota municipal corporation (hereinafter referred to as "GRANTOR"), owner of the real property described herein, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell, transfer and convey unto the CITY OF YANKTON, a South Dakota municipal corporation, (hereinafter referred to as "CITY"), a permanent utility easement, with the right, privilege and authority to erect, construct, install and lay, and thereafter use, operate, inspect, repair, enlarge, maintain, replace and remove utility mains, pipes, connections, valves, structures and all other devices and appurtenances used in connection with the operation of utility pipes and mains used within the easement area, including the necessary grading thereof, over, across, and through the land of the GRANTOR, all in accordance with the Engineer plans on file with the CITY.

Said easement shall be a strip of land as shown on the attached Exhibit A, on the following described real property (hereinafter "Easement Area"):

Legal: A STRIP OF LAND 100 FEET WIDE IN THE FRACTIONAL SOUTHEAST QUARTER OF SECTION 8, AND A PORTION OF THE UNPLATTED LAND LYING SOUTH OF PREVIOUS DESCRIBED LAND AND NORTH OF THE RAILROAD IN HE FRACTIONAL SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 93 NORTH, RANGE 55 WEST OF THE 5TH P.M., YANKTON COUNTY, SOUTH DAKOTA.

This grant is subject to the following conditions:

1. In the event the Easement Area is disturbed by CITY's exercise of any of its easement rights under this Easement Agreement, such area shall be restored to the condition in which it existed at the commencement of such activities or in conformance with the City Engineer approved construction plans.
2. CITY agrees to maintain for GRANTOR'S use existing farm field approaches during construction. In the event that a farm field approach is necessary to accommodate construction activity, CITY will pay for and install a temporary farm field approach.
3. CITY will defend, indemnify and save harmless GRANTOR from any claims for bodily injury and property damage claims and expenses, including attorneys' fees, arising out of the construction, maintenance and use of the water main, storm sewer mains and/or sanitary sewer mains and the intentional and negligent acts and omissions of the CITY and its contractors.
4. OWNERS will keep the easement area clear of any structure, debris, trees, shrubs, or landscaping whatsoever, except existing ground cover and except lawn grass, which shall be regularly mowed, and except annual vegetation which may be grown.

IN WITNESS WHEREOF, OWNERS have executed this easement this ____ day of _____, 2023.

By: _____
Owner

By: _____
Owner's Representative

STATE OF SOUTH DAKOTA)
 :§
COUNTY OF YANKTON)

On this ____ day of _____, 2023, before me, the undersigned officer, personally appeared _____, of CITY OF YANKTON, a South Dakota municipal corporation, known to me to be the persons that are described in and that executed the foregoing instrument and acknowledged to me that they executed the same in the capacity therein stated for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Notary Public, South Dakota
My commission expires: _____

Prepared By:
Stockwell Engineers
201 Walnut Street
Yankton, SD 57078
(605) 665-8092

PERMANENT UTILITY EASEMENT

_____ (hereinafter referred to as “GRANTOR”), owner of the real property described herein, in consideration of In consideration of \$ _____ and other good and valuable consideration, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell, transfer and convey unto the CITY OF YANKTON, a South Dakota municipal corporation, (hereinafter referred to as “CITY”), a permanent utility easement, with the right, privilege and authority to erect, construct, install and lay, and thereafter use, operate, inspect, repair, enlarge, maintain, replace and remove utility mains, pipes, connections, valves, structures and all other devices and appurtenances used in connection with the operation of utility pipes and mains used within the easement area, including the necessary grading thereof, over, across, and through the land of the GRANTOR, all in accordance with the Engineer plans on file with the CITY.

Said easement shall be a strip of land as shown on the attached Exhibit A, on the following described real property (hereinafter “Permanent Easement Area”):

Legal: LOT 1, EAST SIDE INDUSTRIAL PARK, CITY AND COUNTY OF YANKTON SOUTH DAKOTA

This grant is subject to the following conditions:

1. In the event the Easement Area is disturbed by CITY’s exercise of any of its easement rights under this Easement Agreement, such area shall be restored to the condition in which it existed at the commencement of such activities or in conformance with the City Engineer approved construction plans.
2. CITY agrees to maintain for GRANTOR’S use existing farm field approaches during construction. In the event that a farm field approach is necessary to accommodate construction activity, CITY will pay for and install a temporary farm field approach.
3. CITY will defend, indemnify and save harmless GRANTOR from any claims for bodily injury and property damage claims and expenses, including attorneys’ fees, arising out of the construction, maintenance and use of the water main, storm sewer mains and/or sanitary sewer mains and the intentional and negligent acts and omissions of the CITY and its contractors.
4. OWNERS will keep the easement area clear of any structure, debris, trees, shrubs, or landscaping whatsoever, except existing ground cover and except lawn grass, which shall be regularly mowed, and except annual vegetation which may be grown.

IN WITNESS WHEREOF, OWNERS have executed this easement this ____ day of _____, 2023.

By: _____
Owner

By: _____
Owner's Representative

STATE OF SOUTH DAKOTA)
 :§
COUNTY OF YANKTON)

On this ____ day of _____, 2023, before me, the undersigned officer, personally appeared _____, of _____, known to me to be the persons that are described in and that executed the foregoing instrument and acknowledged to me that they executed the same in the capacity therein stated for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Notary Public, South Dakota
My commission expires: _____

Prepared By:
Stockwell Engineers
201 Walnut St.
Yankton, SD 57078
(605) 665-8092

TEMPORARY CONSTRUCTION EASEMENT

In consideration of \$_____ or in consideration of the benefits to be derived by the installation of the sanitary sewer lines hereinafter described to _____, hereinafter referred to as GRANTOR, by CITY OF YANKTON, 416 Walnut St., Yankton, SD 57078, a South Dakota municipal corporation, (hereinafter referred to as "CITY"), a temporary construction easement, with the right, privilege and authority to excavate, construct, and install the Gehl Drive Extension Project, hereinafter referred to as PROJECT, including the necessary grading thereof, over, across, and through the land of the GRANTOR, all in accordance with the Engineer plans on file with the CITY.

Said easement shall be a strip of land as shown on the attached Exhibit A, on the following described real property (hereinafter the "Temporary Easement Area"):

Legal: LOT 1, EAST SIDE INDUSTRIAL PARK, CITY AND COUNTY OF YANKTON SOUTH DAKOTA

This grant is subject to the following conditions:

1. This easement shall terminate one year after the date of substantial completion of the PROJECT.
2. GRANTOR agrees to not use the Easement Area in a manner which will interfere with the CITY'S full enjoyment of the rights hereby granted.
3. CITY agrees to save the GRANTOR harmless from any claims for damage arising out of the construction of the PROJECT, including but not limited to any claims alleging damage or injury as a result of construction taking place on the property.
4. CITY agrees to, following the construction of the PROJECT, return the Easement Area to its former condition as is reasonably possible or in compliance with the Engineer plans on file with the CITY, at no expense to GRANTOR.
5. CITY agrees to maintain GRANTOR'S use of existing farm field approaches or to provide temporary farm field approaches if necessary, during the PROJECT.
6. The consideration hereinabove recited shall constitute payment in full for any damages to the land of the GRANTOR, their successors and assigns, by reason of the exercise of the easement rights granted herein, unless otherwise agreed to in writing by the CITY.

IN WITNESS WHEREOF, GRANTOR have executed this easement this _____ day of _____, 2023.

By: _____
Owner

By: _____
Owner's Representative

STATE OF SOUTH DAKOTA)
 :§
COUNTY OF YANKTON)

On this _____ day of _____, 2023, before me, the undersigned officer, personally appeared _____, of _____, known to me to be the persons that are described in and that executed the foregoing instrument and acknowledged to me that they executed the same in the capacity therein stated for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Notary Public, South Dakota
My commission expires: _____

Prepared By:
Stockwell Engineers
201 Walnut Street
Yankton, SD 57078
(605) 665-8092

PERMANENT UTILITY EASEMENT

CITY OF YANKTON, a South Dakota municipal corporation (hereinafter referred to as "GRANTOR"), owner of the real property described herein, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell, transfer and convey unto the CITY OF YANKTON, a South Dakota municipal corporation, (hereinafter referred to as "CITY"), a permanent utility easement, with the right, privilege and authority to erect, construct, install and lay, and thereafter use, operate, inspect, repair, enlarge, maintain, replace and remove utility mains, pipes, connections, valves, structures and all other devices and appurtenances used in connection with the operation of utility pipes and mains used within the easement area, including the necessary grading thereof, over, across, and through the land of the GRANTOR, all in accordance with the Engineer plans on file with the CITY.

Said easement shall be a strip of land as shown on the attached Exhibit A, on the following described real property (hereinafter "Easement Area"):

Legal: A STRIP OF LAND 100 FEET WIDE IN THE FRACTIONAL SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 93 NORTH, RANGE 55 WEST OF THE 5TH P.M., YANKTON COUNTY, SOUTH DAKOTA.

This grant is subject to the following conditions:

1. In the event the Easement Area is disturbed by CITY's exercise of any of its easement rights under this Easement Agreement, such area shall be restored to the condition in which it existed at the commencement of such activities or in conformance with the City Engineer approved construction plans.
2. CITY agrees to maintain for GRANTOR'S use existing farm field approaches during construction. In the event that a farm field approach is necessary to accommodate construction activity, CITY will pay for and install a temporary farm field approach.
3. CITY will defend, indemnify and save harmless GRANTOR from any claims for bodily injury and property damage claims and expenses, including attorneys' fees, arising out of the construction, maintenance and use of the water main, storm sewer mains and/or sanitary sewer mains and the intentional and negligent acts and omissions of the CITY and its contractors.
4. OWNERS will keep the easement area clear of any structure, debris, trees, shrubs, or landscaping whatsoever, except existing ground cover and except lawn grass, which shall be regularly mowed, and except annual vegetation which may be grown.

IN WITNESS WHEREOF, OWNERS have executed this easement this ____ day of _____, 2023.

By: _____
Owner

By: _____
Owner's Representative

STATE OF SOUTH DAKOTA)
 :§
COUNTY OF YANKTON)

On this ____ day of _____, 2023, before me, the undersigned officer, personally appeared _____, of CITY OF YANKTON, a South Dakota municipal corporation, known to me to be the persons that are described in and that executed the foregoing instrument and acknowledged to me that they executed the same in the capacity therein stated for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Notary Public, South Dakota
My commission expires: _____

Prepared By:
Stockwell Engineers
201 Walnut Street
Yankton, SD 57078
(605) 665-8092

PERMANENT UTILITY EASEMENT

YANKTON THRIVE, INC., a South Dakota non-profit corporation (hereinafter referred to as "GRANTOR"), owner of the real property described herein, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell, transfer and convey unto the CITY OF YANKTON, a South Dakota municipal corporation, (hereinafter referred to as "CITY"), a permanent utility easement, with the right, privilege and authority to erect, construct, install and lay, and thereafter use, operate, inspect, repair, enlarge, maintain, replace and remove utility mains, pipes, connections, valves, structures and all other devices and appurtenances used in connection with the operation of utility pipes and mains used within the easement area, including the necessary grading thereof, over, across, and through the land of the GRANTOR, all in accordance with the Engineer plans on file with the CITY.

Said easement shall be a strip of land as shown on the attached Exhibit A, on the following described real property (hereinafter "Easement Area"):

Legal: EAST SIDE INDUSTRIAL PARK, LESS LOTS 1, 2, 3, 4, AND 5, CITY AND COUNTY OF YANKTON, SOUTH DAKOTA.

This grant is subject to the following conditions:

1. In the event the Easement Area is disturbed by CITY's exercise of any of its easement rights under this Easement Agreement, such area shall be restored to the condition in which it existed at the commencement of such activities or in conformance with the City Engineer approved construction plans.
2. CITY agrees to maintain for GRANTOR'S use existing farm field approaches during construction. In the event that a farm field approach is necessary to accommodate construction activity, CITY will pay for and install a temporary farm field approach.
3. CITY will defend, indemnify and save harmless GRANTOR from any claims for bodily injury and property damage claims and expenses, including attorneys' fees, arising out of the construction, maintenance and use of the water main, storm sewer mains and/or sanitary sewer mains and the intentional and negligent acts and omissions of the CITY and its contractors.
4. OWNERS will keep the easement area clear of any structure, debris, trees, shrubs, or landscaping whatsoever, except existing ground cover and except lawn grass, which shall be regularly mowed, and except annual vegetation which may be grown.

IN WITNESS WHEREOF, OWNERS have executed this easement this ____ day of _____, 2023.

By: _____
Owner

By: _____
Owner's Representative

STATE OF SOUTH DAKOTA)

:§

COUNTY OF YANKTON)

On this ____ day of _____, 2023, before me, the undersigned officer, personally appeared _____, of YANKTON THRIVE, INC., a South Dakota non-profit corporation, known to me to be the persons that are described in and that executed the foregoing instrument and acknowledged to me that they executed the same in the capacity therein stated for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Notary Public, South Dakota
My commission expires: _____

Prepared By:
Stockwell Engineers
201 Walnut Street
Yankton, SD 57078
(605) 665-8092

PERMANENT UTILITY EASEMENT

_____ (hereinafter referred to as “GRANTOR”), owner of the real property described herein, in consideration of In consideration of \$ _____ and other good and valuable consideration, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell, transfer and convey unto the CITY OF YANKTON, a South Dakota municipal corporation, (hereinafter referred to as “CITY”), a permanent utility easement, with the right, privilege and authority to erect, construct, install and lay, and thereafter use, operate, inspect, repair, enlarge, maintain, replace and remove utility mains, pipes, connections, valves, structures and all other devices and appurtenances used in connection with the operation of utility pipes and mains used within the easement area, including the necessary grading thereof, over, across, and through the land of the GRANTOR, all in accordance with the Engineer plans on file with the CITY.

Said easement shall be a strip of land as shown on the attached Exhibit A, on the following described real property (hereinafter “Permanent Easement Area”):

Legal: LOT 2, EAST SIDE INDUSTRIAL PARK, CITY AND COUNTY OF YANKTON SOUTH DAKOTA.

This grant is subject to the following conditions:

1. In the event the Easement Area is disturbed by CITY’s exercise of any of its easement rights under this Easement Agreement, such area shall be restored to the condition in which it existed at the commencement of such activities or in conformance with the City Engineer approved construction plans.
2. CITY agrees to maintain for GRANTOR’S use existing farm field approaches during construction. In the event that a farm field approach is necessary to accommodate construction activity, CITY will pay for and install a temporary farm field approach.
3. CITY will defend, indemnify and save harmless GRANTOR from any claims for bodily injury and property damage claims and expenses, including attorneys’ fees, arising out of the construction, maintenance and use of the water main, storm sewer mains and/or sanitary sewer mains and the intentional and negligent acts and omissions of the CITY and its contractors.
4. OWNERS will keep the easement area clear of any structure, debris, trees, shrubs, or landscaping whatsoever, except existing ground cover and except lawn grass, which shall be regularly mowed, and except annual vegetation which may be grown.

IN WITNESS WHEREOF, OWNERS have executed this easement this ____ day of _____, 2023.

By: _____
Owner

By: _____
Owner's Representative

STATE OF SOUTH DAKOTA)
 :§
COUNTY OF YANKTON)

On this ____ day of _____, 2023, before me, the undersigned officer, personally appeared _____, of _____, known to me to be the persons that are described in and that executed the foregoing instrument and acknowledged to me that they executed the same in the capacity therein stated for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Notary Public, South Dakota
My commission expires: _____

Prepared By:
Stockwell Engineers
201 Walnut Street
Yankton, SD 57078
(605) 665-8092

TEMPORARY CONSTRUCTION EASEMENT

In consideration of \$_____ or in consideration of the benefits to be derived by the installation of the sanitary sewer lines hereinafter described to _____

_____, hereinafter referred to as GRANTOR, by CITY OF YANKTON, 416 Walnut St., Yankton, SD 57078, a South Dakota municipal corporation, (hereinafter referred to as "CITY"), a temporary construction easement, with the right, privilege and authority to excavate, construct, and install the Gehl Drive Extension Project, hereinafter referred to as PROJECT, including the necessary grading thereof, over, across, and through the land of the GRANTOR, all in accordance with the Engineer plans on file with the CITY.

Said easement shall be a strip of land as shown on the attached Exhibit A, on the following described real property (hereinafter the "Temporary Easement Area"):

Legal: LOT 2, EAST SIDE INDUSTRIAL PARK, CITY AND COUNTY OF YANKTON SOUTH DAKOTA.

This grant is subject to the following conditions:

1. This easement shall terminate upon final completion of the PROJECT.
2. GRANTOR agrees to not use the Easement Area in a manner which will interfere with the CITY'S full enjoyment of the rights hereby granted.
3. CITY agrees to save the GRANTOR harmless from any claims for damage arising out of the construction of the PROJECT, including but not limited to any claims alleging damage or injury as a result of construction taking place on the property.
4. CITY agrees to, following the construction of the PROJECT, return the Easement Area to its former condition as is reasonably possible or in compliance with the Engineer plans on file with the CITY, at no expense to GRANTOR.
5. CITY agrees to maintain GRANTOR'S use of existing farm field approaches or to provide temporary farm field approaches if necessary, during the PROJECT.
6. The consideration hereinabove recited shall constitute payment in full for any damages to the land of the GRANTOR, their successors and assigns, by reason of the exercise of the easement rights granted herein, unless otherwise agreed to in writing by the CITY.

IN WITNESS WHEREOF, GRANTOR have executed this easement this ____ day of _____, 2023.

By: _____
Owner

By: _____
Owner's Representative

STATE OF SOUTH DAKOTA)
 :§
COUNTY OF YANKTON)

On this ____ day of _____, 2023, before me, the undersigned officer, personally appeared _____, of _____, known to me to be the persons that are described in and that executed the foregoing instrument and acknowledged to me that they executed the same in the capacity therein stated for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Notary Public, South Dakota
My commission expires: _____

Prepared By:
Stockwell Engineers
201 Walnut Street
Yankton, SD 57078
(605) 665-8092

TEMPORARY CONSTRUCTION EASEMENT

In consideration of \$_____ or in consideration of the benefits to be derived by the installation of the sanitary sewer lines hereinafter described to TK Acquisition I LLC, a Delaware limited liability company, hereinafter referred to as GRANTOR, by CITY OF YANKTON, 416 Walnut St., Yankton, SD 57078, a South Dakota municipal corporation, (hereinafter referred to as "CITY"), a temporary construction easement, with the right, privilege and authority to excavate, construct, and install the Gehl Drive Extension Project, hereinafter referred to as PROJECT, including the necessary grading thereof, over, across, and through the land of the GRANTOR, all in accordance with the Engineer plans on file with the CITY.

Said easement shall be a strip of land as shown on the attached Exhibit A, on the following described real property (hereinafter the "Easement Area"):

Legal: LOT 1, EAST SIDE INDUSTRIAL PARK, CITY AND COUNTY OF YANKTON SOUTH DAKOTA

This grant is subject to the following conditions:

1. This easement shall terminate upon final completion of the PROJECT.
2. GRANTOR agrees to not use the Easement Area in a manner which will interfere with the CITY'S full enjoyment of the rights hereby granted.
3. CITY agrees to save the GRANTOR harmless from any claims for damage arising out of the construction of the PROJECT, including but not limited to any claims alleging damage or injury as a result of construction taking place on the property.
4. CITY agrees to, following the construction of the PROJECT, return the Easement Area to its former condition as is reasonably possible or in compliance with the Engineer plans on file with the CITY, at no expense to GRANTOR.
5. CITY agrees to maintain GRANTOR'S use of existing farm field approaches or to provide temporary farm field approaches if necessary, during the PROJECT.
6. The consideration hereinabove recited shall constitute payment in full for any damages to the land of the GRANTOR, their successors and assigns, by reason of the exercise of the easement rights granted herein, unless otherwise agreed to in writing by the CITY.

IN WITNESS WHEREOF, GRANTOR have executed this easement this ____ day of _____, 2023.

By: _____
Owner

By: _____
Owner's Representative

STATE OF SOUTH DAKOTA)
 :§
COUNTY OF YANKTON)

On this ____ day of _____, 2023, before me, the undersigned officer, personally appeared _____, of TK Acquisition I LLC, a Delaware limited liability company, known to me to be the persons that are described in and that executed the foregoing instrument and acknowledged to me that they executed the same in the capacity therein stated for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Notary Public, South Dakota
My commission expires: _____

Prepared By:
Stockwell Engineers
201 Walnut Street
Yankton, SD 57078
(605) 665-8092

TEMPORARY CONSTRUCTION EASEMENT

In consideration of \$_____ or in consideration of the benefits to be derived by the installation of the sanitary sewer lines hereinafter described to MANITOU EQUIPMENT AMERICA, LLC, a Wisconsin limited liability company hereinafter referred to as GRANTOR, by CITY OF YANKTON, 416 Walnut St., Yankton, SD 57078, a South Dakota municipal corporation, (hereinafter referred to as "CITY"), a temporary construction easement, with the right, privilege and authority to excavate, construct, and install the Gehl Drive Extension Project, hereinafter referred to as PROJECT, including the necessary grading thereof, over, across, and through the land of the GRANTOR, all in accordance with the Engineer plans on file with the CITY.

Said easement shall be a strip of land as shown on the attached Exhibit A, on the following described real property (hereinafter the "Easement Area"):

Legal: *LOT 13, WHITING'S SUBDIVISION, LYING IMMEDIATELY SOUTH OF LOTS 4, 5, AND 6, WHITING'S SUBDIVISION, ALL IN YANKTON COUNTY, SOUTH DAKOTA.*

This grant is subject to the following conditions:

1. This easement shall terminate upon final completion of the PROJECT.
2. GRANTOR agrees to not use the Easement Area in a manner which will interfere with the CITY'S full enjoyment of the rights hereby granted.
3. CITY agrees to save the GRANTOR harmless from any claims for damage arising out of the construction of the PROJECT, including but not limited to any claims alleging damage or injury as a result of construction taking place on the property.
4. CITY agrees to, following the construction of the PROJECT, return the Easement Area to its former condition as is reasonably possible or in compliance with the Engineer plans on file with the CITY, at no expense to GRANTOR.
5. CITY agrees to maintain GRANTOR'S use of existing farm field approaches or to provide temporary farm field approaches if necessary, during the PROJECT.
6. The consideration hereinabove recited shall constitute payment in full for any damages to the land of the GRANTOR, their successors and assigns, by reason of the exercise of the easement rights granted herein, unless otherwise agreed to in writing by the CITY.

IN WITNESS WHEREOF, GRANTOR have executed this easement this ____ day of _____, 2023.

By: _____
Owner

By: _____
Owner's Representative

STATE OF SOUTH DAKOTA)
 :§
COUNTY OF YANKTON)

On this ____ day of _____, 2023, before me, the undersigned officer, personally appeared _____, of Manitou Equipment America, LLC, a Wisconsin limited liability company, known to me to be the persons that are described in and that executed the foregoing instrument and acknowledged to me that they executed the same in the capacity therein stated for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Notary Public, South Dakota
My commission expires: _____

Prepared By:
Stockwell Engineers
201 Walnut Street
Yankton, SD 57078
(605) 665-8092

TEMPORARY CONSTRUCTION EASEMENT

In consideration of \$_____ or in consideration of the benefits to be derived by the installation of the sanitary sewer lines hereinafter described to MANITOU EQUIPMENT AMERICA, LLC, a Wisconsin limited liability company hereinafter referred to as GRANTOR, by CITY OF YANKTON, 416 Walnut St., Yankton, SD 57078, a South Dakota municipal corporation, (hereinafter referred to as "CITY"), a temporary construction easement, with the right, privilege and authority to excavate, construct, and install the Gehl Drive Extension Project, hereinafter referred to as PROJECT, including the necessary grading thereof, over, across, and through the land of the GRANTOR, all in accordance with the Engineer plans on file with the CITY.

Said easement shall be a strip of land as shown on the attached Exhibit A, on the following described real property (hereinafter the "Easement Area"):

Legal: LOT 12, TUCKER'S 3RD ADDITION, AS PLATTED IN BOOK S6 PAGES 28A AND 28B, LYING IMMEDIATELY SOUTH OF LOTS 4, 5, AND 6, WHITING'S SUBDIVISION, ALL IN YANKTON COUNTY, SOUTH DAKOTA.

This grant is subject to the following conditions:

1. This easement shall terminate upon final completion of the PROJECT.
2. GRANTOR agrees to not use the Easement Area in a manner which will interfere with the CITY'S full enjoyment of the rights hereby granted.
3. CITY agrees to save the GRANTOR harmless from any claims for damage arising out of the construction of the PROJECT, including but not limited to any claims alleging damage or injury as a result of construction taking place on the property.
4. CITY agrees to, following the construction of the PROJECT, return the Easement Area to its former condition as is reasonably possible or in compliance with the Engineer plans on file with the CITY, at no expense to GRANTOR.
5. CITY agrees to maintain GRANTOR'S use of existing farm field approaches or to provide temporary farm field approaches if necessary, during the PROJECT.
6. The consideration hereinabove recited shall constitute payment in full for any damages to the land of the GRANTOR, their successors and assigns, by reason of the exercise of the easement rights granted herein, unless otherwise agreed to in writing by the CITY.

IN WITNESS WHEREOF, GRANTOR have executed this easement this ____ day of _____, 2023.

By: _____
Owner

By: _____
Owner's Representative

STATE OF SOUTH DAKOTA)
 :§
COUNTY OF YANKTON)

On this ____ day of _____, 2023, before me, the undersigned officer, personally appeared _____, of Manitou Equipment America, LLC, a Wisconsin limited liability company, known to me to be the persons that are described in and that executed the foregoing instrument and acknowledged to me that they executed the same in the capacity therein stated for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Notary Public, South Dakota
My commission expires: _____

Prepared By:
Stockwell Engineers
201 Walnut Street
Yankton, SD 57078
(605) 665-8092

TEMPORARY CONSTRUCTION EASEMENT

In consideration of \$_____ or in consideration of the benefits to be derived by the installation of the sanitary sewer lines hereinafter described to MANITOU EQUIPMENT AMERICA, LLC, a Wisconsin limited liability company hereinafter referred to as GRANTOR, by CITY OF YANKTON, 416 Walnut St., Yankton, SD 57078, a South Dakota municipal corporation, (hereinafter referred to as "CITY"), a temporary construction easement, with the right, privilege and authority to excavate, construct, and install the Gehl Drive Extension Project, hereinafter referred to as PROJECT, including the necessary grading thereof, over, across, and through the land of the GRANTOR, all in accordance with the Engineer plans on file with the CITY.

Said easement shall be a strip of land as shown on the attached Exhibit A, on the following described real property (hereinafter the "Easement Area"):

Legal: LOT 2, TUCKER'S ADDITION, AS PLATTED IN BOOK S6, PAGE 21A, LYING IMMEDIATELY SOUTH OF LOTS 4, 5, AND 6, WHITING'S SUBDIVISION, ALL IN YANKTON COUNTY, SOUTH DAKOTA.

This grant is subject to the following conditions:

1. This easement shall terminate upon final completion of the PROJECT.
2. GRANTOR agrees to not use the Easement Area in a manner which will interfere with the CITY'S full enjoyment of the rights hereby granted.
3. CITY agrees to save the GRANTOR harmless from any claims for damage arising out of the construction of the PROJECT, including but not limited to any claims alleging damage or injury as a result of construction taking place on the property.
4. CITY agrees to, following the construction of the PROJECT, return the Easement Area to its former condition as is reasonably possible or in compliance with the Engineer plans on file with the CITY, at no expense to GRANTOR.
5. CITY agrees to maintain GRANTOR'S use of existing farm field approaches or to provide temporary farm field approaches if necessary, during the PROJECT.
6. The consideration hereinabove recited shall constitute payment in full for any damages to the land of the GRANTOR, their successors and assigns, by reason of the exercise of the easement rights granted herein, unless otherwise agreed to in writing by the CITY.

IN WITNESS WHEREOF, GRANTOR have executed this easement this ____ day of _____, 2023.

By: _____
Owner

By: _____
Owner's Representative

STATE OF SOUTH DAKOTA)
 :§
COUNTY OF YANKTON)

On this ____ day of _____, 2023, before me, the undersigned officer, personally appeared _____, of Manitou Equipment America, LLC, a Wisconsin limited liability company, known to me to be the persons that are described in and that executed the foregoing instrument and acknowledged to me that they executed the same in the capacity therein stated for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Notary Public, South Dakota
My commission expires: _____

Prepared By:
Stockwell Engineers
201 Walnut Street
Yankton, SD 57078
(605) 665-8092

TEMPORARY CONSTRUCTION EASEMENT

In consideration of \$_____ or in consideration of the benefits to be derived by the installation of the sanitary sewer lines hereinafter described to MANITOU EQUIPMENT AMERICA, LLC, a Wisconsin limited liability company hereinafter referred to as GRANTOR, by CITY OF YANKTON, 416 Walnut St., Yankton, SD 57078, a South Dakota municipal corporation, (hereinafter referred to as "CITY"), a temporary construction easement, with the right, privilege and authority to excavate, construct, and install the Gehl Drive Extension Project, hereinafter referred to as PROJECT, including the necessary grading thereof, over, across, and through the land of the GRANTOR, all in accordance with the Engineer plans on file with the CITY.

Said easement shall be a strip of land as shown on the attached Exhibit A, on the following described real property (hereinafter the "Temporary Easement Area"):

Legal: LOT 4, WHITING'S SUBDIVISION AS PLATTED IN BOOK SS, PAGE 4, EXCEPT LOT A OF LOT 4 AS PLATTED IN BOOK SS, PAGE 236, AND EXCEPT LOTS 1, 2, AND 3 OF GRACE ESTATES AS PLATTED IN BOOK S6, PAGE 7A; ALL IN YANKTON COUNTY, SOUTH DAKOTA.

This grant is subject to the following conditions:

1. This easement shall terminate upon final completion of the PROJECT.
2. GRANTOR agrees to not use the Easement Area in a manner which will interfere with the CITY'S full enjoyment of the rights hereby granted.
3. CITY agrees to save the GRANTOR harmless from any claims for damage arising out of the construction of the PROJECT, including but not limited to any claims alleging damage or injury as a result of construction taking place on the property.
4. CITY agrees to, following the construction of the PROJECT, return the Easement Area to its former condition as is reasonably possible or in compliance with the Engineer plans on file with the CITY, at no expense to GRANTOR.
5. CITY agrees to maintain GRANTOR'S use of existing farm field approaches or to provide temporary farm field approaches if necessary, during the PROJECT.
6. The consideration hereinabove recited shall constitute payment in full for any damages to the land of the GRANTOR, their successors and assigns, by reason of the exercise of the easement rights granted herein, unless otherwise agreed to in writing by the CITY.

IN WITNESS WHEREOF, GRANTOR have executed this easement this ____ day of _____, 2023.

By: _____
Owner

By: _____
Owner's Representative

STATE OF SOUTH DAKOTA)
 :§
COUNTY OF YANKTON)

On this ____ day of _____, 2023, before me, the undersigned officer, personally appeared _____, of Manitou Equipment America, LLC, a Wisconsin limited liability company, known to me to be the persons that are described in and that executed the foregoing instrument and acknowledged to me that they executed the same in the capacity therein stated for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Notary Public, South Dakota
My commission expires: _____

Prepared By:
Stockwell Engineers
201 Walnut Street
Yankton, SD 57078
(605) 665-8092

TEMPORARY CONSTRUCTION EASEMENT

In consideration of \$_____ or in consideration of the benefits to be derived by the installation of the sanitary sewer lines hereinafter described to YANKTON THRIVE, INC., a South Dakota non-profit corporation, hereinafter referred to as GRANTOR, by CITY OF YANKTON, 416 Walnut St., Yankton, SD 57078, a South Dakota municipal corporation, (hereinafter referred to as "CITY"), a temporary construction easement, with the right, privilege and authority to excavate, construct, and install the Gehl Drive Extension Project, hereinafter referred to as PROJECT, including the necessary grading thereof, over, across, and through the land of the GRANTOR, all in accordance with the Engineer plans on file with the CITY.

Said easement shall be a strip of land as shown on the attached Exhibit A, on the following described real property (hereinafter the "Temporary Easement Area"):

Legal: *LOT 17, WHITING'S SUBDIVISION TO THE CITY OF YANKTON, SOUTH DAKOTA.*

This grant is subject to the following conditions:

1. This easement shall terminate upon final completion of the PROJECT.
2. GRANTOR agrees to not use the Easement Area in a manner which will interfere with the CITY'S full enjoyment of the rights hereby granted.
3. CITY agrees to save the GRANTOR harmless from any claims for damage arising out of the construction of the PROJECT, including but not limited to any claims alleging damage or injury as a result of construction taking place on the property.
4. CITY agrees to, following the construction of the PROJECT, return the Easement Area to its former condition as is reasonably possible or in compliance with the Engineer plans on file with the CITY, at no expense to GRANTOR.
5. CITY agrees to maintain GRANTOR'S use of existing farm field approaches or to provide temporary farm field approaches if necessary, during the PROJECT.
6. The consideration hereinabove recited shall constitute payment in full for any damages to the land of the GRANTOR, their successors and assigns, by reason of the exercise of the easement rights granted herein, unless otherwise agreed to in writing by the CITY.

IN WITNESS WHEREOF, GRANTOR have executed this easement this ____ day of _____, 2023.

By: _____
Owner

By: _____
Owner's Representative

STATE OF SOUTH DAKOTA)
 :§
COUNTY OF YANKTON)

On this ____ day of _____, 2023, before me, the undersigned officer, personally appeared _____, of YANKTON THRIVE, INC., a South Dakota non-profit corporation, known to me to be the persons that are described in and that executed the foregoing instrument and acknowledged to me that they executed the same in the capacity therein stated for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Notary Public, South Dakota
My commission expires: _____

Prepared By:
Stockwell Engineers
201 Walnut St.
Yankton, SD 57078
(605) 665-8092

TEMPORARY CONSTRUCTION EASEMENT

In consideration of \$_____ or in consideration of the benefits to be derived by the installation of the sanitary sewer lines hereinafter described to YANKTON THRIVE, INC., a South Dakota non-profit corporation, hereinafter referred to as GRANTOR, by CITY OF YANKTON, 416 Walnut St., Yankton, SD 57078, a South Dakota municipal corporation, (hereinafter referred to as "CITY"), a temporary construction easement, with the right, privilege and authority to excavate, construct, and install the Gehl Drive Extension Project, hereinafter referred to as PROJECT, including the necessary grading thereof, over, across, and through the land of the GRANTOR, all in accordance with the Engineer plans on file with the CITY.

Said easement shall be a strip of land as shown on the attached Exhibit A, on the following described real property (hereinafter the "Temporary Easement Area"):

Legal: LOT 18, WHITING'S SUBDIVISION TO THE CITY OF YANKTON, SOUTH DAKOTA.

This grant is subject to the following conditions:

1. This easement shall terminate one year after the date of substantial completion of the PROJECT.
2. GRANTOR agrees to not use the Easement Area in a manner which will interfere with the CITY'S full enjoyment of the rights hereby granted.
3. CITY agrees to save the GRANTOR harmless from any claims for damage arising out of the construction of the PROJECT, including but not limited to any claims alleging damage or injury as a result of construction taking place on the property.
4. CITY agrees to, following the construction of the PROJECT, return the Easement Area to its former condition as is reasonably possible or in compliance with the Engineer plans on file with the CITY, at no expense to GRANTOR.
5. CITY agrees to maintain GRANTOR'S use of existing farm field approaches or to provide temporary farm field approaches if necessary, during the PROJECT.
6. The consideration hereinabove recited shall constitute payment in full for any damages to the land of the GRANTOR, their successors and assigns, by reason of the exercise of the easement rights granted herein, unless otherwise agreed to in writing by the CITY.

IN WITNESS WHEREOF, GRANTOR have executed this easement this ____ day of _____, 2023.

By: _____
Owner

By: _____
Owner's Representative

STATE OF SOUTH DAKOTA)
 :§
COUNTY OF YANKTON)

On this ____ day of _____, 2023, before me, the undersigned officer, personally appeared _____, of YANKTON THRIVE, INC., a South Dakota non-profit corporation, known to me to be the persons that are described in and that executed the foregoing instrument and acknowledged to me that they executed the same in the capacity therein stated for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Notary Public, South Dakota
My commission expires: _____

Prepared By:
Stockwell Engineers
201 Walnut Street
Yankton, SD 57078
(605) 665-8092

TEMPORARY CONSTRUCTION EASEMENT

In consideration of \$ _____ or in consideration of the benefits to be derived by the installation of the sanitary sewer lines hereinafter described to Merrill W. Van Gerpen and Sandra L. Van Gerpen, as Trustees of the Merrill and Sandra Van Gerpen Revocable Trust, hereinafter referred to as GRANTOR, by CITY OF YANKTON, 416 Walnut St., Yankton, SD 57078, a South Dakota municipal corporation, (hereinafter referred to as "CITY"), a temporary construction easement, with the right, privilege and authority to excavate, construct, and install the Gehl Drive Extension Project, hereinafter referred to as PROJECT, including the necessary grading thereof, over, across, and through the land of the GRANTOR, all in accordance with the Engineer plans on file with the CITY.

Said easement shall be a strip of land as shown on the attached Exhibit A, on the following described real property (hereinafter the "Easement Area"):

Legal: LOT 1, VAN GERPEN'S ADDITION, CITY AND COUNTY OF YANKTON, SOUTH DAKOTA, PER PLAT RECORDED IN BOOK S21, PAGE 011.

This grant is subject to the following conditions:

1. This easement shall terminate upon final completion of the PROJECT.
2. GRANTOR agrees to not use the Easement Area in a manner which will interfere with the CITY'S full enjoyment of the rights hereby granted.
3. CITY agrees to save the GRANTOR harmless from any claims for damage arising out of the construction of the PROJECT, including but not limited to any claims alleging damage or injury as a result of construction taking place on the property.
4. CITY agrees to, following the construction of the PROJECT, return the Easement Area to its former condition as is reasonably possible or in compliance with the Engineer plans on file with the CITY, at no expense to GRANTOR.
5. CITY agrees to maintain GRANTOR'S use of existing farm field approaches or to provide temporary farm field approaches if necessary, during the PROJECT.
6. The consideration hereinabove recited shall constitute payment in full for any damages to the land of the GRANTOR, their successors and assigns, by reason of the exercise of the easement rights granted herein, unless otherwise agreed to in writing by the CITY.

IN WITNESS WHEREOF, GRANTOR have executed this easement this ____ day of _____, 2023.

By: _____
Owner

By: _____
Owner's Representative

STATE OF SOUTH DAKOTA)
 :§
COUNTY OF YANKTON)

On this ____ day of _____, 2023, before me, the undersigned officer, personally appeared _____, of Merrill W. Van Gerpen and Sandra L. Van Gerpen, as Trustees of the Merrill and Sandra Van Gerpen Revocable Trust, dated December 12, 2022, known to me to be the persons that are described in and that executed the foregoing instrument and acknowledged to me that they executed the same in the capacity therein stated for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Notary Public, South Dakota
My commission expires: _____

Memorandum #23-189

To: City Manager
From: Finance Department
Date: September 25, 2023
Subject: Special Events On-Sale Liquor License-Czeckers, Inc.

We have received an application for a Special Events Retail (on-sale) Liquor License for 1 day, September 29, 2023 from Czeckers, Inc. (Matt, Kelsey, & Jean Hunhoff, Owners), 407 Walnut Street, Mount Marty University Hall of Fame Induction, Ruth Donohoe First Dakota Fieldhouse, 1105 W. 8th St., Yankton, S.D.

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

 for Al

Al Viereck
Finance Officer