



2024_06_10

**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, June 10, 2024

City of Yankton Community Meeting Room

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

If you would like to watch the City Commission meeting you can do so by accessing the City of Yankton’s YouTube Live Channel. <https://www.youtube.com/c/cityofyankton/live>

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

I. ROUTINE BUSINESS

1. **Roll Call**

2. **Approve Minutes of Work Session of May 28, 2024 and Regular Meeting of May 28, 2024**

Attachment I-2

3. **Schedule of Bills**

Attachment I-3

4. **City Manager’s Report**

Attachment I-4

5. **Public Appearances**

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

II. CONSENT ITEMS

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

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

Establish June 24, 2024 as the date for the public hearing on the application for a new Retail (On-off sale) Malt Beverage & SD Farm Wine effective July 1, 2024 from Kourtney Erickson dba Korikyaybites LLC, 101 Douglas Avenue.

Attachment II-1

2. Notice of Hearing for Sale of Alcoholic Beverages

Establish June 24, 2024 as the date for the public hearing on the applications for Special On-sale Liquor Licenses from Ben's Brewing Co, 222 W 3rd St, for Music at the Meridian dates at Riverside Park: July 4, July 5, and August 8; and for dates at The Lawn: July 11, July 18, July 25, and August 1, 2024.

Attachment II-2

III. OLD BUSINESS

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

1. Public Hearing for Sale of Alcoholic Beverages

Consideration of Memorandum #24-124 regarding the request for a for a Special On-sale Malt Beverage Retailers License and a Special On-sale Wine Retailers License for one day, July 27, 2024, from The Center, 900 Whiting Drive, Yankton, South Dakota. The event will take place at The Center, 900 Whiting Drive, Yankton, South Dakota.

Attachment III-1

IV. NEW BUSINESS

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

1. Mayor's Appointments of City Commissioners to City Advisory Boards and Commissions

Consideration of Memorandum #24-125 recommending approval of the Mayor's Appointments of City Commissioners to various City Advisory Boards and Commissions.

Attachment IV-1

2. Mayor's Appointments of Citizens to City Advisory Boards and Commissions

Consideration of Memorandum #24-126 recommending approval of the Mayor's Appointments of Citizens to various City Advisory Boards and Commissions.

Attachment IV-2

3. Planning Commission Recommendation

Consideration of Memorandum #24-127 regarding Resolution #24-27, the creation of Tax Incremental District Number 14, a tax incremental district to be located on the following described property: Tracts 2 and 3 of Law Addition in the N 1/2 of the SE 1/4 of Section 2, Township 93 North, Range 56 West of the 5th P.M., Yankton County, South Dakota planned to be known as Lots 1-12, Block 1; Lots 1-11, Block 2; Lots 1-6, Block 3; Lots 1-19 and Outlot 1, Block 4; Lots 1-18, Block 5; Lots 1-6 and Outlot 2, Block 6; Lot 1, Block 7; Lots 1-15, Block 8; Lot 1, Block 9 of Garden Estates to the City of Yankton, Yankton County, South Dakota.

Attachment IV-3

4. Planning Commission Recommendation

Consideration of Memorandum #24-128 regarding Resolution #24-28, the creation of Tax Incremental District Number 15, a tax incremental district to be located on the following described property: Lot 2, Full Bloom Addition to the City of Yankton, South Dakota.

Attachment IV-4

5. **Planning Commission Recommendation**
Consideration of Memorandum #24-129 regarding Resolution #24-29, the creation of Tax Incremental District Number 16, a tax incremental district to be located on the following described property: Outlot 8, Except Tracts A, B and C of Fox Run Subdivision in the City of Yankton, South Dakota.

Attachment IV-5
6. **SAC Rental Rate Adjustments**
Consideration of Memorandum #24-130 recommending approval of Resolution #24-30, the proposed schedule of charges and dates for blocking rentals for 2026, beginning July 1, 2026.

Attachment IV-6
7. **Amended Water Delivery Agreement**
Consideration of Memorandum #24-131 recommending the City Commission's authorization of City Staff to execute the amended Water Delivery Agreement with the Lewis and Clark Natural Resource District.

Attachment IV-7
8. **Bid Recommendation for Water Main Replacement Project**
Consideration of Memorandum #24-132 recommending that the City Commission reject all bids for the Karen Drive, Bradley Street and Valley Road water main replacement project, and rebid the project for construction in 2025.

Attachment IV-8
9. **Bid Award for the Cedar Street – 2nd Street to 5th Street, Parking Lot and Alley Street and Utility Improvements**
Consideration of Memorandum #24-133 recommending that the City Commission award the Cedar Street, parking lot and alley reconstruction and water main installation contract to Hulstein Excavating, Inc. in the amount of \$1,570,104.70.

Attachment IV-9
10. **Amendment to the MOU with Yankton Thrive for the Gehl Drive Project**
Consideration of Memorandum #24-134 recommending the City Commission's approval and authorize the City Manager to sign the amendment to the Memorandum of Understanding.

Attachment IV-10
11. **Package Off-sale Liquor License Discussion**
Consideration of Memorandum #24-135 requesting that the City Commission direct staff on how to proceed with the sale of the available 12th package off-sale liquor license.

Attachment IV-11

V. **OTHER BUSINESS**

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

VI. **ADJOURN INTO EXECUTIVE SESSION TO DISCUSS 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 JUNE 10, 2024

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

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

**CHAMBER OF THE BOARD OF CITY COMMISSIONERS
YANKTON, SOUTH DAKOTA
MAY 28, 2024**

The work session of the Yankton City Commission was called to order by Mayor Schramm at 6:00 p.m.

Roll Call: Present: Commissioners Benson, Carda, Hunhoff, Miner, Moser, Villanueva, Webber, and Mayor Schramm. City Manager Leon, City Attorney Den Herder, and Finance Officer Yardley were also present. Absent: Commissioner Brunick. Quorum present.

There were no public appearances at that time.

City Manager Leon led a discussion of 2025 budget considerations diving into 3rd penny sales tax (known as BBB), outside agencies, special appropriations, sales tax rebates, Gehl Drive TID, and Mead TID. General commission discussion ensued with various questions and staff responses. Citizens Brian Bertsch and Charlie Gross also questioned certain items. The City Manager reminded the City Commission that the current budget philosophy is conservative with expenditures on the higher side and revenues on the lower side due to unforeseen circumstances, such as last December's sales tax adjustment of (\$341,500). No official action was taken at that time.

Action 24-155

Moved by Commissioner Moser, seconded by Commissioner Villanueva, to adjourn at 6:52 p.m. All present voted aye; motion carried, 8-0.

Mason Schramm, Mayor

ATTEST:

Lisa Yardley, Finance Officer

Published on June 6, 2024

**CHAMBER OF THE BOARD OF CITY COMMISSIONERS
YANKTON, SOUTH DAKOTA
MAY 28, 2024**

The regular meeting of the Yankton City Commission was called to order by Mayor Schramm at 7:00 p.m.

Roll Call: Present: Commissioners Benson, Carda, Hunhoff, Miner, Moser, Villanueva, Webber, and Mayor Schramm. City Attorney Den Herder, City Manager Leon, and Finance Officer Yardley were also present. Absent: Commissioner Brunick. Quorum present.

Action 24-156

Moved by Commissioner Miner, seconded by Commissioner Webber, to approve Minutes of Regular Meeting of May 13, 2024 and Special Commission Meeting of May 20, 2024. All present voted aye; motion carried, 8-0.

Action 24-157

Moved by Commissioner Moser, seconded by Commissioner Webber, that the Schedule of Bills be approved and warrants be issued as listed below. All present voted aye; motion carried, 8-0.

A&B Business Sol (Copier Lease) \$395.67; Active Network (Refund) \$71.00; A-Ox Welding Supply (Propane) \$132.02; Avera Heart Hospital (AED Batteries/Pads) \$256.00; Banner Associates (Cedar St Bridge) \$16,075.88; Bies/Brad (Travel Reimbursement) \$313.56; Brunken/Jeff (League Refund) \$300.00; Cedar Knox Public Power (Electricity) \$1,099.67; Chesterman Company (Concessions) \$1,064.65; City Of Yankton-Parks (Landfill) \$524.88; City Of Yankton-Police (Petty Cash) \$15.00; Civicplus, (Annual Fee) \$23,390.00; Clark's Rental (Saw Blades) \$313.00; Clay County Sheriff's Office (Officer Equipment) \$500.00; Design Solutions (Scada Work) \$3,277.50; Emerson Manufacturing (Axle Jack) \$4,790.70; Ferguson Enterprises (Water Meter Project) \$125,765.10; Geotek Eng & Testing (WWTP Concrete Testing) \$1,807.75; Gerstner Oil (Fuel) \$26,378.18; Graymont (Lime) \$8,066.50; Hanson Briggs (Printing) \$288.00; Hawkins (Chemicals) \$22,522.94; HDR Engineering (WWTP Improvements) \$1,063,184.98; Heatec (Boiler Repairs) \$6,713.45; Kiesler's Police Supply (Ammunition) \$378.00; Kleins Tree Service (Tree Work) \$2,800.00; Knife River (Concrete) \$7,326.00; Masonry Components (Walkway) \$9,894.00; Mayer Signs (Signs) \$350.00; Merkel Electric (Walnut St Light) \$2,275.60; Midwest Alarm Company (Inspections) \$450.00; Midwest Petroleum (Parts) \$546.07; Nihca-National Ind (Membership Dues) \$199.00; OPIS (Reports) \$276.00; Overhead Door (Remotes) \$810.00; Power Source Electric (Antenna Work) \$7,560.16; Powerphone (Maintenance) \$299.70; Press & Dakotan (Election Ballot) \$1,503.48; RDG Planning (Comprehensive Plan) \$2,500.00; Sanitation Products (Sweeper Parts) \$4,682.75; Security Shredding (Containers) \$120.00; Shur-co (Tarp) \$799.50; Sign Solutions (Signs) \$678.60; Stanley Petroleum Maintenance (Fuel Pump) \$6,755.65; Subsurface Solutions (Repairs) \$55.82; Transource (Parts) \$750.79; Truck Trailer (Parts) \$2,599.43; Truist Governmental (Sales Tax Bond) \$14,156.94; White Cap (Sprayer) \$451.91; Yankton Fire & Safety (Extinguisher Repair) \$45.00; Yankton Thrive (Title Fee) \$455.00; Zoo Man's Attractions (Library Event) \$350.00.

Mayor Schramm read a proclamation and declared June 5th & June 6th as Yankton's Mental Awareness Conference dates. Dr Tom Stange expressed his thanks as well as gave an update on the construction of their new consolidated facility.

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

Kriss Thury, Executive Director of The Center, gave a heartfelt thank you for the City's support and told a recent success story on helping a gentleman receive 7 free meals per week.

Action 24-158

Moved by Commissioner Miner, seconded by Commissioner Webber, to approve the consent agenda item listed below. All present voted aye; motion carried, 8-0.

1. Establish June 10, 2024 as the date for the public hearing on the application for a Special On-sale Malt Beverage Retailers License and a Special On-sale Wine Retailers License for 1 day, July 27, 2024, from The Center, 900 Whiting Drive.

Action 24-159

This was the time and place for the public hearing on the application for a Special On-sale Malt Beverage Retailers License and a Special On-sale Wine Retailers License for 1 day, June 29, 2024, from The Center, 900 Whiting Drive. (Memorandum 24-114) No one was present to speak for or against the application. Moved by Commissioner Moser, seconded by Commissioner Villanueva to approve the license. All present voted aye; motion carried, 8-0.

Action 24-160

This was the time and place for the public hearing on the application for a Special On-sale Malt Beverage Retailers License and a Special On-sale Wine Retailers License for July 4, July 5, and August 8, 2024 from Ben's Brew Station, 719 Walnut Street at Riverside Park. (Memorandum 24-115) No one was present to speak for or against the application. Moved by Commissioner Villanueva, seconded by Commissioner Miner to approve the license. All present voted aye; motion carried, 8-0.

Action 24-161

This was the time and place for the public hearing on the application for a Special On-sale Malt Beverage Retailers License and a Special On-sale Wine Retailers License for the following dates: July 11, July 18, July 25, and August 1, 2024 from Ben's Brew Station, 719 Walnut Street for Music at the Meridian. The events will take place at The Lawn - Parking Lot and Green Space Westside of Meridian Bridge & the enclosed area of Levee Street. (Memorandum 24-116) No one was present to speak for or against the application. Moved by Commissioner Webber, seconded by Commissioner Benson to approve the license. All present voted aye; motion carried, 8-0.

Action 24-162

This was the time and place for the public hearing on the application for a Special On-sale Liquor License for one day, June 7, 2024, from O'Malley's Irish Pub, 204 W. 3rd Street. (Memorandum 24-117) No one was present to speak for or against the application. Moved by Commissioner Benson, seconded by Commissioner Villanueva to approve the license. All present voted aye; motion carried, 8-0.

Action 24-163

This was the time and place for the public hearing on requests for transfer of ownership of a Restaurant Retail (On-sale) Liquor License and transfer of ownership of a Retail (On-sale) Liquor License from Bernard Properties, LLC to Riverfront Brewery, Inc. (Memorandum 24-118) Moved by Commissioner Hunhoff, seconded by Commissioner Carda to approve the transfers. All present voted aye; motion carried, 8-0.

Action 24-164

This was the time and place for the second reading and public hearing for Ordinance #1079, AN ORDINANCE AMENDING “AMUSEMENT” LICENSING. (Memorandum 24-121) No one was present to speak for or against the amendment. Moved by Commissioner Webber, seconded by Commissioner Miner to adopt Ordinance #1079. All present voted aye; motion carried, 8-0.

Action 24-165

This was the time and place for the second reading and public hearing for Ordinance # 1080, AN ORDINANCE AMENDING CHAPTER 3 ALCOHOLIC BEVERAGES. (Memorandum 24-122) No one was present to speak for or against the amendment. Moved by Commissioner Miner, seconded by Commissioner Webber to adopt Ordinance #1080. All present voted aye; motion carried, 8-0.

Action 24-166

Move by Commissioner Carda, seconded by Commissioner Benson to delay the requirement for sidewalk installation at the new Trailhead Learning Center on East 31st Street. (Memorandum 24-119) All present voted aye; motion carried, 8-0.

Action 24-167

This was the time and place for the bid opening for pavement marking installation. The following bids were received and opened on May 16, 2024 at 3:00 p.m.: Dakota Traffic Services, LLC from Tea, South Dakota bid \$71,800.00 and Traffic Solutions Inc. from Harrisburg, South Dakota bid \$54,077.00. (Memorandum 24-120) Moved by Commissioner Moser, seconded by Commissioner Benson to award the Pavement Marking Installation contract to Traffic Solutions Inc. of Harrisburg, South Dakota in the amount of \$54,077.00. All present voted aye; motion carried, 8-0.

Action 24-168

Move by Commissioner Moser, seconded by Commissioner Webber to approve Resolution #24-26. (Memorandum 24-123) David Hosmer spoke in front of the Commission on the Phase 3 project and noted an acreage distinction. All present voted aye; motion carried, 8-0.

RESOLUTION #24-26

WHEREAS, the City of Yankton owns approximately 2.16 acres, the area identified as Phase 3 of Lot 3 in Block 1 of Mead’s Addition to the City of Yankton, and

WHEREAS, Corner Kick, LLC. desires to assign their previously approved Option for the Phase 3 area including a right of first refusal to purchase the property for \$50,000 per acre to the “Origin Initiative Group, LLC, and

WHEREAS, the Yankton Board of City Commissioners desires to allow the assignment of the

previously approved option to purchase the described land for the long- term goal of community and economic development and all processes associated with said action shall be through Yankton Thrive, the local economic development corporation.

NOW, THEREFORE BE IT RESOLVED by the Board of City Commissioners of the City of Yankton, South Dakota, that they hereby agree to approve the assignment of the Option to Purchase the described Phase 3 property and authorize the City Manager to execute all associated documents including subsequent transfer documents associated with the sale of the property to the Origin Initiative Group, LLC., via Yankton Thrive, as described in the associated Option to Purchase and Purchase Agreement.

BE IT FURTHER RESOLVED that the City Manager is authorized to execute all documents associated with the above-described actions as defined in the Option to Purchase and Purchase Agreement.

Action 24-169

Moved by Commissioner Villanueva, seconded by Commissioner Webber, to adjourn at 7:34 p.m. All present voted aye; motion carried, 8-0.

Mason Schramm, Mayor

ATTEST:

Lisa Yardley, Finance Officer

Published on June 6, 2024

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
APPLIED CONCEPTS INC	SPEED TRAILER LIGHT	200.80	REP. & MAINT. - EQUIPMEN	101.111.221		438269	241534	P	864	00001
BANNER ASSOCIATES INC	RAILROAD TRACK CROSSINGS	5,484.72	CEDAR/DOUGLAS/WALNUT@ 8T	602.602.333		42392	243011	P	864	00002
CENTURYLINK	PHONE	64.63	TELEPHONE	611.611.271		333935590	003065	P	864	00003
CITY OF YANKTON-C G AIRP	LANDFILL	8.00	LANDFILL	101.127.276		511	003727	P	864	00005
CITY OF YANKTON-SOLID WA	LANDFILL	20,711.98	LANDFILL TIPPING FEE	631.631.219		16986	005524	P	864	00004
DALSIN/MJ	ROOF REPAIR - THE CENTER	5,020.79	REP. & MAINT. - BUILDING	101.141.223		13931	024262	P	864	00033
DANKO EMERGENCY EQUIPMEN	TRUCK REPAIR	1,248.58	REP. & MAINT. - VEHICLES	101.114.222		135490	245536	P	864	00006
EMME SAND & GRAVEL, INC	SAND FOR VB COURTS	711.62	RECREATION SUPPLIES - O	201.201.242		10224	022595	P	864	00008
	SAND FOR VB COURTS	757.58	RECREATION SUPPLIES - O	201.201.242		10299	022585	P	864	00007
		1,469.20	*VENDOR TOTAL							
FEJFAR PLUMBING INC	ELM ST IRRIGATION REPAIR	99.79	ELM ST, 20TH TO 21ST	506.572.372		59158	243012	P	864	00010
FERGUSON ENTERPRISES LLC	WATER METER PROJECT	85,050.00	METER TECHNOLOGY UPGRADE	602.602.351		477158-1	240148	P	864	00011
FLEXIBLE PIPE TOOL COMPA	CAMERA VAN	205,988.00	EQUIPMENT	611.611.350		30114	240150	P	864	00009
FRONTIER PRECISION INC	SURVEY EQUIPMENT	34,828.30	STREET RECONSTRUCTION	506.572.390		90706	243006	P	864	00012
GERSTNER OIL CO	FUEL	25,984.91	GARAGE GASOLINE & LUBRIC	101.127.238		196612	024347	P	864	00016
	FUEL	40,307.78	GARAGE GASOLINE & LUBRIC	101.127.238		196689.196690	024348	P	864	00017
		66,292.69	*VENDOR TOTAL							
GROVIJAHN/AGNES	TREE REIMBURSEMENT	100.00	EMERALD ASH BORE TREES	201.201.251		5.23.24	081189	P	864	00015
GSM ENGINEERED FABRICS L	PARTS	3,021.83	REP. & MAINT. - PLANT	611.611.221		INVGSM6818	241008	P	864	00014

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
GUARDIAN FLEET SAFETY	VEHICLE REPAIR	45.60	REP. & MAINT. -VEHICLES	101.111.222		300296	241535	P	864	00013
HEIMAN FIRE EQUIPMENT IN	LADDER WAX	46.20	REP. & MAINT. - EQUIPMEN	101.114.221		0931290-IN	245533	P	864	00018
J & H CLEANING SERVICE	JANITORIAL SERVICES	1,200.00	CONTRACTED SERVICES	101.142.204		03312136	081600	P	864	00021
	JANITORIAL SERVICES	3,000.00	CONTRACTED SERVICES	203.203.204		3312135	081186	P	864	00019
		4,200.00	*VENDOR TOTAL							
JJ BENJI'S	STAFF SHIRTS	440.00	UNIFORMS & DRY GOODS	202.202.244		22610	081188	P	864	00020
KLEINS TREE SERVICE	TREE REMOVAL	3,700.00	EMERALD ASH BORE STUMPS	201.201.250		2095	081193	P	864	00022
LEWIS & CLARK REALTY INC	IRRIGATION REPAIR	375.00	ELM ST, 20TH TO 21ST	506.572.372		35779	243010	P	864	00023
LUNDBERG/KEITH	TREE REIMBURSEMENT	100.00	EMERALD ASH BORE TREES	201.201.251		5.30.24	081194	P	864	00024
MACQUEEN EMERGENCY GROUP	HELMETS	726.58	EQUIPMENT	101.114.350		P28773	024537	P	864	00030
	PARTS	109.66	REP. & MAINT. - EQUIPMEN	101.114.221		P30035	245532	P	864	00032
		836.24	*VENDOR TOTAL							
MASONRY COMPONENTS INC	21ST ST CONSTRUCTION	78,534.90	21ST ST, SUMMIT TO WCLR	506.574.363		2023-034			864	00025
	21ST ST CONSTRUCTION	180,096.39	21ST ST, SUMMIT TO WCLR	602.602.389		2023-034	243008	P	864	00026
		258,631.29	*VENDOR TOTAL							
MCDONALD/RANDY	POOL REPAIRS	1,745.00	REP. & MAINT. - BUILDING	202.202.223		216462	081184	P	864	00028
MIDAMERICAN ENERGY SERVI	FUEL	2,639.31	FUEL-HEATING	611.611.273		253424	002904	P	864	00027
MIDWEST ALARM COMPANY IN	INSPECTIONS	76.85	PROFESSIONAL SERVICES	101.101.202		375037	022135	P	864	00031
MIDWEST TAPE	BOOKS	39.99	AV - CAPITAL	101.142.342		505353627	081603	P	864	00029
PARKWAY CONSTRUCTION	WESTSIDE PARK CONSTRUCT	158,759.25	WESTSIDE PARK IMPROVEMEN	503.545.320		SEI 21289	223016	P	864	00034
QUINN/JEFFREY	LIBRARY PERFORMANCE	400.00	RECREATION SUPPLIES	701.701.242		5.23.24	081602	P	864	00035

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
RACOM CORPORATION	BEON ACCESS	35.80	PROFESSIONAL SERVICES	101.111.202		INV18186	210004	P	864	00036
RETIREMENT, SD SYSTEM	401A SPECIAL PAY PARTICIPANT FEE	11,302.12	SDRS SPECIAL PAY PLAN	711.2080			024025	P	864	00040
	401A SPECIAL PAY PARTICIPATION FEE	45.00	PROFESSIONAL SERVICES	601.601.202			024025	P	864	00041
	401A SPECIAL PAY PARTICIPATION FEE	11,844.88	SDRS SPECIAL PAY PLAN	711.2080			024024	P	864	00042
	401A SPECIAL PAY PARTICIPATION FEE	45.00	PROFESSIONAL SERVICES	101.126.202			024024	P	864	00043
	401A SPECIAL PAY PARTICIPANT FEE	8,287.88	SDRS SPECIAL PAY PLAN	711.2080			024023	P	864	00044
	401A SPECIAL PAY PARTICIPANT FEE	45.00	PROFESSIONAL SERVICES	101.111.202			024023	P	864	00045
		31,569.88	*VENDOR TOTAL							
SD REDBOOK FUND	TEXTBOOKS	700.00	CONFERENCE & MEETINGS	101.114.265		2951	245535	P	864	00046
SECURITY SHREDDING	SHRED SERVICES	40.00	PROFESSIONAL SERVICES	101.111.202		21777	241536	P	864	00086
SLOWEY/DAN	REFUND	100.00	SAC PROGRAMS	203.3746		6.1.24	081195	P	864	00037
	REFUND	6.20	SALES TAX PAYABLE	203.2073		6.1.24	081195	P	864	00038
		106.20	*VENDOR TOTAL							
SOUTH DAKOTA 811	MESSAGE FEE	254.10	LOCATES	601.601.208		SD24-01053	240149	P	864	00039
THE ICEE COMPANY	CONCESSIONS	2,291.10	MISCELLANEOUS CONCESSION	202.202.728		7383887 RJ	081187	P	864	00050
THIRD MILLENNIUM ASSOCIA	UTILITY BILLING	337.71	PROFESSIONAL SERVICES	601.601.202		31489	003880	P	864	00047
	UTILITY BILLING	322.69	PROFESSIONAL SERVICES	611.611.202		31489	003880	P	864	00048
	UTILITY BILLING	90.04	PROFESSIONAL SERVICES	631.631.202		31489	003880	P	864	00049
		750.44	*VENDOR TOTAL							
THOMSON REUTERS	SUBSCRIPTION	2,568.00	SUBSCRIPTIONS & PUBLICAT	101.103.235		850211114	203543	P	864	00051
UNITED STATES POSTAL SER	POSTAGE	43.50	POSTAGE	101.122.231		MAY 2024	002898	P	864	00060
	POSTAGE	166.64	POSTAGE	101.104.231		MAY 2024	002898	P	864	00061
	POSTAGE	14.43	POSTAGE	101.111.231		MAY 2024	002898	P	864	00062
	POSTAGE	24.96	POSTAGE	201.201.231		MAY 2024	002898	P	864	00063
	POSTAGE	5.12	POSTAGE	101.122.231		MAY 2024	002898	P	864	00064
	POSTAGE	5.12	POSTAGE	637.637.231		MAY 2024	002898	P	864	00065
	POSTAGE	14.72	POSTAGE	101.102.231		MAY 2024	002898	P	864	00066
	POSTAGE	80.64	POSTAGE	101.106.231		MAY 2024	002898	P	864	00067
	POSTAGE	7.68	POSTAGE	101.107.231		MAY 2024	002898	P	864	00068
	POSTAGE	30.72	POSTAGE	203.203.231		MAY 2024	002898	P	864	00069
	POSTAGE	3.20	POSTAGE	601.601.231		MAY 2024	002898	P	864	00070
	POSTAGE	8.32	POSTAGE	101.114.231		MAY 2024	002898	P	864	00071

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
UNITED STATES POSTAL SER	POSTAGE	99.36	POSTAGE	601.601.231		MAY 2024	002898	P	864	00072
	POSTAGE	94.94	POSTAGE	611.611.231		MAY 2024	002898	P	864	00073
	POSTAGE	26.50	POSTAGE	631.631.231		MAY 2024	002898	P	864	00074
		625.85	*VENDOR TOTAL							
US BANK SPA LOCKBOX CM96	CLEAN WATER #4	19,422.56	SRF LOAN BOND INTEREST	614.614.411		C461038-04	021716	P	864	00054
	CLEAN WATER #4	41,872.14	PRINCIPAL	614.614.441		C461038-04	021716	P	864	00055
	CLEAN WATER #5	5,224.82	INTEREST	615.615.411		C461038-05	021720	P	864	00056
	CLEAN WATER #5	10,987.00	PRINCIPAL	615.615.441		C461038-05	021720	P	864	00057
	DRINKING WATER #6	180,503.12	SRF LOAN BOND INTEREST	607.607.411		C462038-06	021719	P	864	00052
	DRINKING WATER #6	253,013.72	SRF LOAN PRINCIPAL	607.607.441		C462038-06	021719	P	864	00053
	DRINKING WATER #5	73,747.38	SRF LOAN BOND INTEREST	607.607.411		C462038-5	051718	P	864	00058
	DRINKING WATER #5	76,892.88	SRF LOAN PRINCIPAL	607.607.441		C462038-5	051718	P	864	00059
		661,663.62	*VENDOR TOTAL							
WHOLESALE SUPPLY INC	CONCESSIONS	4,685.30	MISCELLANEOUS CONCESSION	202.202.728		464088	081190	P	864	00082
	CONCESSIONS	102.75	MISCELLANEOUS CONCESSION	202.202.728		464140	081192	P	864	00080
	CONCESSIONS	47.60	MISCELLANEOUS CONCESSION	202.202.728		464141	081191	P	864	00081
		4,835.65	*VENDOR TOTAL							
WILLIAMS & COMPANY PC	AUDIT	11,831.40	AUDIT	101.101.203		192840	005659	P	864	00075
	AUDIT	8,544.90	AUDIT	601.601.203		192840	005659	P	864	00076
	AUDIT	8,544.90	AUDIT	611.611.203		192840	005659	P	864	00077
	AUDIT	1,971.90	AUDIT	631.631.203		192840	005659	P	864	00078
	AUDIT	1,971.90	AUDIT	637.637.203		192840	005659	P	864	00079
		32,865.00	*VENDOR TOTAL							
YANKTON COUNTY AUDITOR	CAPITAL IMPROVE SHARE	15,740.81	RENT FOR SAFETY CENTER	101.111.212			021713	P	864	00085
YANKTON COUNTY DIRECTOR	PICTOMETRY INSTALLMENT	6,666.67	SUBSCRIPTIONS & PUBLICAT	101.105.235		2024-1	240010	P	864	00083
YANKTON COUNTY EMS	CPR COURSE	180.00	LEARNING	101.111.264		20240531	241537	P	864	00087
YANKTON FIRE & SAFETY CO	MAINTENANCE	462.25	REP. & MAINT. - BUILDING	101.114.223		29366	245534	P	864	00084

Schedule of Bills

VENDOR NAME								
DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID LINE
REPORT TOTALS:	1,622,979.41							

RECORDS PRINTED - 000087

Schedule of Bills

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
101	GENERAL FUND	113,671.72
201	PARKS AND RECREATION	5,394.16
202	HUETHER FAMILY AQUATICS CTR	9,311.75
203	SUMMIT ACTIVITY CENTER	3,136.92
503	PARK CAPITAL	158,759.25
506	SPECIAL CAPITAL IMPROV	113,837.99
601	WATER OPERATION	9,284.27
602	WATER RENEWAL/REPLACEMENT	270,631.11
607	WATER PLANT RENOVATION	584,157.10
611	WASTE WATER OPERATION	220,676.30
614	STATE REVOLVING LOAN FUND	61,294.70
615	STATE REVOLVING LOAN 5-6	16,211.82
631	SOLID WASTE	22,800.42
637	JOINT POWER	1,977.02
701	LIBRARY TRUST	400.00
711	EMPLOYEE BENEFIT	31,434.88
TOTAL ALL FUNDS		1,622,979.41

BANK RECAP:

BANK	NAME	DISBURSEMENTS
1DAK	FIRST DAKOTA NAT'L BANK CORP	1,622,979.41
TOTAL ALL BANKS		1,622,979.41

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

DATE APPROVED BY

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CLAIM NUMBER	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	INVOICE	PO#	F/P	ID	LINE
AFSCME COUNCIL 65		06454							
	UNION DUES	534.98	MISC. EMP. DED.	711.2079	05102024			825	00073
	UNION DUES	534.98	MISC. EMP. DED.	711.2079	5/24/2024			825	00096
		1,069.96	*TOTAL						
AVERA HEALTH PLANS		05140							
	HEALTH INSURANCE PREMIUM	81,693.82	HEALTH INSURANCE	711.2068	04/11/2024	005122	P	825	00008
CITY UTILITIES		00109							
	CY UT - FIRE DEPT WATER	172.07	WATER SERVICE	101.114.274	04/18/2024	002642	P	825	00017
	CY UT - FIRE DEPT WWATER	61.28	SEWER SERVICE	101.114.275	04/18/2024	002642	P	825	00018
	CY UT - CITY HALL WATER	160.81	WATER SERVICE	101.125.274	04/18/2024	002642	P	825	00012
	CY UT - CITY HALL WWATER	78.24	SEWER SERVICE	101.125.275	04/18/2024	002642	P	825	00013
	CY UT - AIRPORT WATER	196.90	WATER SERVICE	101.127.274	04/18/2024	002642	P	825	00009
	CY UT - AIRPORT WASTEWAT	160.00	WASTEWATER SERVICE	101.127.275	04/18/2024	002642	P	825	00010
	CY UT - AIRPORT SOLID WA	52.00	LANDFILL	101.127.276	04/18/2024	002642	P	825	00011
	CY UT - SR CTZ WATER	217.51	WATER SERVICE	101.141.274	04/18/2024	002642	P	825	00030
	CY UT - SR CTZ WWATER	139.44	SEWER SERVICE	101.141.275	04/18/2024	002642	P	825	00031
	CY UT - LIBRARY WATER	93.16	WATER SERVICE	101.142.274	04/18/2024	002642	P	825	00032
	CY UT - LIBRARY WASTEWAT	71.44	SEWER SERVICE	101.142.275	04/18/2024	002642	P	825	00033
	CY UT - PARKS WATER	359.23	WATER SERVICE	201.201.274	04/18/2024	002642	P	825	00024
	CY UT - PARKS WASTEWATER	153.20	SEWER SERVICE	201.201.275	04/18/2024	002642	P	825	00025
	CY UT - SAC WATER	756.21	WATER SERVICE	203.203.274	04/18/2024	002642	P	825	00026
	CY UT - SAC WASTEWATER	363.84	SEWER SERVICE	203.203.275	04/18/2024	002642	P	825	00027
	CY UT - WATER DEPT WATER	2,857.26	WATER SERVICE	601.601.274	04/18/2024	002642	P	825	00028
	CY UT - SEWERPLANT WATER	883.31	WATER SERVICE	611.611.274	04/18/2024	002642	P	825	00029
	CY UT - STREETS WATER	55.36	WATER SERVICE	631.631.274	04/18/2024	002642	P	825	00022
	CY UT - STREETS WWATER	30.64	SEWER SERVICE	631.631.275	04/18/2024	002642	P	825	00023
	CY UT - LANDFILL WATER	156.82	WATER	637.637.274	04/18/2024	002642	P	825	00014
	CY UT - LANDFILL WASTEWA	68.08	WW SERVICE	637.637.275	04/18/2024	002642	P	825	00015
	CY UT - LANDFILL SOLID W	26.00	LANDFILL	637.637.276	04/18/2024	002642	P	825	00016
	CY UT - CG WATER	111.72	WATER PURCHASED	801.801.274	04/18/2024	002642	P	825	00019
	CY UT - CG WASTEWATER	108.88	SEWER SERVICE	801.801.275	04/18/2024	002642	P	825	00020
	CY UT - CG SOLID WASTE	26.00	LANDFILL	801.801.276	04/18/2024	002642	P	825	00021
		7,359.40	*TOTAL						
CSG FORTE		07775							
	CC PROCESSING FEE 326481	1,260.85	PROFESSIONAL SERVICES	203.203.202	12094168	024419	P	824	00001
	CC PROCESSING FEE 326647	463.00	PROFESSIONAL SERVICES	203.203.202	12094224	024419	P	824	00002
		1,723.85	*TOTAL						
DEPT OF SOCIAL SERVICES		01681							
	CHILD SUPPORT	1,077.21	MISC. EMP. DED.	711.2079	05102024			825	00068
	CHILD SUPPORT	1,077.21	MISC. EMP. DED.	711.2079	5/24/2024			825	00091
		2,154.42	*TOTAL						
FIRST DAKOTA NAT'L BANK		07493							
	HSA CONTRIBUTIONS	2,975.50	HSA EMPLOYER CONTRIBUTIO	711.2052	05102024			825	00066
	HSA CONTRIBUTIONS	2,360.47	HSA EMPLOYEE CONTRIBUTIO	711.2053	05102024			825	00067
	HSA CONTRIBUTIONS	2,975.50	HSA EMPLOYER CONTRIBUTIO	711.2052	5/24/2024			825	00089
	HSA CONTRIBUTIONS	2,360.47	HSA EMPLOYEE CONTRIBUTIO	711.2053	5/24/2024			825	00090
		10,671.94	*TOTAL						

CLAIM NUMBER	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	INVOICE	PO#	F/P	ID	LINE
FIRST NATIONAL BANK FSA	07494								
	FSA DEPENDENT CARE	711.66	FLEX DAYCARE	711.2054	05102024			825	00071
	FSA MEDICAL	341.24	FLEX MEDICAL	711.2055	05102024			825	00072
	FSA DEPENDENT CARE	711.66	FLEX DAYCARE	711.2054	5/24/2024			825	00094
	FSA MEDICAL	341.24	FLEX MEDICAL	711.2055	5/24/2024			825	00095
		2,105.80	*TOTAL						
ICMA RETIREMENT TRUST -	00287								
	RETIREMENT CONTRIBUTIONS	205.00	ICMA DEFERRED COMPENSATI	711.2067	05102024			825	00065
	RETIREMENT CONTRIBUTIONS	205.00	ICMA DEFERRED COMPENSATI	711.2067	5/24/2024			825	00088
		410.00	*TOTAL						
LUMEN	07496								
	CITY HALL FIBER INTERNET	372.44	INTERNET ACCESS	101.105.270	684505699	023065	P	825	00005
MIDAMERICAN ENERGY COMPA	00303								
	HEATING FUEL - FIRE DEPT	448.19	FUEL-HEATING	101.114.273	MAY 2024			825	00053
	HEATING FUEL - CIVIL DEF	11.12	FUEL-GENERATOR	101.115.273	MAY 2024			825	00052
	HEATING FUEL - STREETS	125.77	ROAD MATERIALS	101.123.239	MAY 2024			825	00059
	HEATING FUEL - GOV BUILD	610.26	FUEL-HEATING	101.125.273	MAY 2024			825	00054
	HEATING FUEL - AIRPORT	936.91	FUEL-HEATING	101.127.273	MAY 2024			825	00050
	SENIOR CITIZENS CENTER	358.79	FUEL-HEATING	101.141.273	MAY 2024			825	00058
	HEATING FUEL - LIBRARY	379.28	FUEL-HEATING	101.142.273	MAY 2024			825	00056
	HEATING FUEL - PARKS	476.64	FUEL-HEATING	201.201.273	MAY 2024			825	00057
	HUETHER FAMILY AQUATICS	57.50	FUEL-HEATING	202.202.273	MAY 2024			825	00055
	HEATING FUEL - WATER DEP	3,425.82	FUEL-HEATING	601.601.273	MAY 2024			825	00061
	HEATING FUEL - WASTEWATE	194.87	FUEL-HEATING	611.611.273	MAY 2024			825	00062
	HEATING FUEL - LANDFILL	1,132.65	HEATING FUEL - GAS	637.637.273	MAY 2024			825	00060
	HEATING FUEL - CENTRAL G	278.77	FUEL-HEATING	801.801.273	MAY 2024			825	00051
		8,436.57	*TOTAL						
MONEY MOVERS INC	07676								
	MONTHLY NIHCA REWARD FEE	11.75	PROFESSIONAL SERVICES	203.203.202	166047	023072	P	825	00084
MORROW/JOSEPH C.	03823								
	DESIGN WORK	1,860.00	PROFESSIONAL SERVICES	101.125.202	180	203537	P	825	00049
	DESIGN WORK	2,280.00	PROFESSIONAL SERVICES	101.125.202	181	203537	P	825	00085
		4,140.00	*TOTAL						
NEBRASKA DOR - WH INCOME	07502								
	NE STATE INCOME WITHHOLD	1,223.89	NEBRASKA INCOME TAX	711.2057	MAY 2024	005222	P	825	00101
NORTHWESTERN ENERGY	00455								
	ELECTRIC - FIRE DEPT	810.06	ELECTRICITY	101.114.272	MAY 2024			825	00041
	ELECTRIC - CIVIL DEFENSE	82.73	ELECTRICITY	101.115.272	MAY 2024			825	00040
	ELECTRIC - STREETS	175.82	ELECTRICITY	101.123.272	MAY 2024			825	00045
	ELECTRIC - CITY HALL	1,649.30	ELECTRICITY	101.125.272	MAY 2024			825	00039
	ELECTRIC - TRAFFIC CONTR	30,269.37	ELECTRICITY-STREET LIGHT	101.126.272	MAY 2024			825	00034
	ELECTRIC - AIRPORT	1,570.85	ELECTRICITY	101.127.272	MAY 2024			825	00036
	SENIOR CITIZENS CENTER	1,467.11	ELECTRICITY	101.141.272	MAY 2024			825	00044
	ELECTRIC - LIBRARY	1,053.42	ELECTRICITY	101.142.272	MAY 2024			825	00048
	ELECTRIC - PARKS	3,514.11	ELECTRICITY	201.201.272	MAY 2024			825	00035
	HUETHER FAMILY AQUATICS	643.95	ELECTRICITY	202.202.272	MAY 2024			825	00043
	ELECTRIC - CEMETERY	199.98	ELECTRICITY	206.206.272	MAY 2024			825	00037

CLAIM NUMBER	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	INVOICE	PO#	F/P	ID	LINE
	NORTHWESTERN ENERGY	00455							
	ELECTRIC - WATER DEPT	29,553.36	ELECTRICITY	601.601.272	MAY 2024			825	00046
	ELECTRIC - WASTEWATER	11,380.34	ELECTRICITY	611.611.272	MAY 2024			825	00047
	ELECTRIC - LANDFILL	839.09	ELECTRICITY	637.637.272	MAY 2024			825	00042
	ELECTRIC - CENTRAL GARAG	954.18	ELECTRICITY	801.801.272	MAY 2024			825	00038
		84,163.67	*TOTAL						
	PAYMENT SERVICE NETWORK	07677							
	MONTHLY FEES UT RT-22465	29.20	PROFESSIONAL SERVICES	601.601.202	293753	023066	P	825	00001
	MONTHLY FEES UT RT-22465	27.91	PROFESSIONAL SERVICES	611.611.202	293753	023066	P	825	00002
	MONTHLY FEES UT RT-22465	7.79	PROFESSIONAL SERVICES	631.631.202	293753	023066	P	825	00003
	MONTHLY FEES LF RT-24293	4.95	PROFESSIONAL SERVICES &	637.637.202	293932	023066	P	825	00004
		69.85	*TOTAL						
	RETIREMENT, SD	00519							
	SDRS CONTRIBUTIONS MAY24	96,562.95	SD RETIREMENT SYSTEM	711.2066	MAY 2024	002809	P	825	00100
	SDSRP	04992							
	SDRS SUPPLEMENTAL ROTH	4,706.00	ROTH 457 SDRS-SRP	711.2056	05102024			825	00070
	SDRS SUPPLEMENTAL	5,286.72	SDRS SUPPLEMENTAL RETIRE	711.2058	05102024			825	00069
	SDRS SUPPLEMENTAL ROTH	4,706.00	ROTH 457 SDRS-SRP	711.2056	5/24/2024			825	00093
	SDRS SUPPLEMENTAL	5,274.22	SDRS SUPPLEMENTAL RETIRE	711.2058	5/24/2024			825	00092
		19,972.94	*TOTAL						
	STANDARD INSURANCE COMPA	05508							
	LIFE INS PREMIUM JUNE 24	1,517.87	LIFE INSURANCE	711.2069	JUNE 2024	005179	P	825	00099
	DENTAL INSURANCE PREMIUM	7,112.88	DENTAL INSURANCE	711.2059	MAY 2024	005313	P	825	00007
	VISION INSURANCE PREMIUM	731.96	VISION INSURANCE	711.2078	MAY 2024	005313	P	825	00006
		9,362.71	*TOTAL						
	U.S. POST OFFICE-UTIL	00642							
	UTILITY BILLING POSTAGE	1,179.71	PROFESSIONAL SERVICES	601.601.202	38152	001855	P	825	00081
	UTILITY BILLING POSTAGE	1,127.28	PROFESSIONAL SERVICES	611.611.202	38152	001855	P	825	00082
	UTILITY BILLING POSTAGE	314.59	PROFESSIONAL SERVICES	631.631.202	38152	001855	P	825	00083
		2,621.58	*TOTAL						
	UKG WORKFORCE READY	07490							
	PAYROLL/HR/TLM SOFTWARE	2,020.07	PROFESSIONAL SERVICES	101.107.202	12244607	203533	P	825	00076
	PAYROLL/HR/TLM SOFTWARE	249.39	PROFESSIONAL SERVICES	601.601.202	12244607	203533	P	825	00077
	PAYROLL/HR/TLM SOFTWARE	74.82	PROFESSIONAL SERVICES	611.611.202	12244607	203533	P	825	00078
	PAYROLL/HR/TLM SOFTWARE	74.82	PROFESSIONAL SERVICES	631.631.202	12244607	203533	P	825	00079
	PAYROLL/HR/TLM SOFTWARE	74.82	PROFESSIONAL SERVICES &	637.637.202	12244607	203533	P	825	00080
		2,493.92	*TOTAL						
	UNITED STATES TREASURY	07526							
	FEDERAL WITHHOLDING TAX	33,135.58	WITHHOLDING	711.2064	05102024			825	00063
	FEDERAL WITHHOLDING TAX	58,139.38	OASI	711.2065	05102024			825	00064
	GARNISHMENT	253.05	MISC. EMP. DED.	711.2079	05102024			825	00075
	FEDERAL WITHHOLDING TAX	34,748.94	WITHHOLDING	711.2064	5/24/2024			825	00086
	FEDERAL WITHHOLDING TAX	60,705.80	OASI	711.2065	5/24/2024			825	00087
	GARNISHMENT	252.03	MISC. EMP. DED.	711.2079	5/24/2024			825	00098
		187,234.78	*TOTAL						
	UNITED WAY	00918							
	EMPLOYEE CONTRIBUTIONS	43.00	UNITED FUND	711.2070	05102024			825	00074

ACH Payment Register

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CLAIM NUMBER	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	INVOICE	PO#	F/P ID LINE
	UNITED WAY	00918					
	EMPLOYEE CONTRIBUTIONS	43.00	UNITED FUND	711.2070	5/24/2024		825 00097
		86.00	*TOTAL				
		523,942.24	**CLAIMS TOTAL				

ACH Payment Register
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CLAIM NUMBER	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	INVOICE	PO#	F/P ID LINE
REPORT TOTALS:		523,942.24					

RECORDS PRINTED - 000103

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
101	GENERAL FUND	47,884.34
201	PARKS AND RECREATION	4,503.18
202	HUETHER FAMILY AQUATICS CTR	701.45
203	SUMMIT ACTIVITY CENTER	2,855.65
206	CEMETERY	199.98
601	WATER OPERATION	37,294.74
611	WASTE WATER OPERATION	13,688.53
631	SOLID WASTE	483.20
637	JOINT POWER	2,302.41
711	EMPLOYEE BENEFIT	412,549.21
801	CENTRAL GARAGE	1,479.55
TOTAL ALL FUNDS		523,942.24

BANK RECAP:

BANK	NAME	DISBURSEMENTS
1DAK	FIRST DAKOTA NAT'L BANK CORP	523,942.24
TOTAL ALL BANKS		523,942.24

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

DATE APPROVED BY

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CLAIM NUMBER	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	INVOICE	PO#	F/P	ID	LINE
CENTURYLINK		06657							
	TELEPHONE	5.09	TELEPHONE	101.102.271	04/19/2024	002262	P	823	00004
	TELEPHONE	9.14	TELEPHONE	101.104.271	04/19/2024	002262	P	823	00005
	TELEPHONE	22.24	TELEPHONE	101.111.271	04/19/2024	002262	P	823	00007
	TELEPHONE	11.74	TELEPHONE	101.114.271	04/19/2024	002262	P	823	00008
	TELEPHONE	0.30	TELEPHONE	101.115.271	04/19/2024	002262	P	823	00009
	TELEPHONE	4.16	TELEPHONE	101.122.271	04/19/2024	002262	P	823	00006
	TELEPHONE	1.26	TELEPHONE	101.123.271	04/19/2024	002262	P	823	00010
	TELEPHONE	1.93	TELEPHONE	101.127.271	04/19/2024	002262	P	823	00011
	TELEPHONE	4.90	TELEPHONE	201.201.271	04/19/2024	002262	P	823	00012
	TELEPHONE	5.27	TELEPHONE	601.601.271	04/19/2024	002262	P	823	00013
	TELEPHONE	2.67	TELEPHONE	611.611.271	04/19/2024	002262	P	823	00014
	WASTEWATER ALARM	64.64	TELEPHONE	611.611.271	04/19/2024	003065	P	823	00028
	TELEPHONE	1.78	TELEPHONE	637.637.271	04/19/2024	002262	P	823	00015
	TELEPHONE	3.80	TELEPHONE	801.801.271	04/19/2024	002262	P	823	00016
	TELEPHONE	166.40	TELEPHONE	101.111.271	05/01/2024	002829	P	823	00019
	TELEPHONE	166.40	TELEPHONE	101.111.271	05/01/2024	002829	P	823	00020
	TELEPHONE	318.24	TELEPHONE	101.111.271	05/01/2024	002829	P	823	00021
	TELEPHONE	3.96	TELEPHONE	101.111.271	05/01/2024	002829	P	823	00022
	TELEPHONE	170.56	TELEPHONE	101.111.271	05/01/2024	002829	P	823	00023
	TELEPHONE	170.56	TELEPHONE	101.111.271	05/01/2024	002829	P	823	00024
	TELEPHONE	166.40	TELEPHONE	101.111.271	05/01/2024	002829	P	823	00025
	TELEPHONE	166.40	TELEPHONE	101.123.271	05/01/2024	002829	P	823	00026
	TELEPHONE	170.56	TELEPHONE	101.123.271	05/01/2024	002829	P	823	00027
	TELEPHONE	83.20	TELEPHONE	601.601.271	05/01/2024	003059	P	823	00017
	TELEPHONE	166.40	TELEPHONE	601.601.271	05/01/2024	002828	P	823	00029
	TELEPHONE	83.20	TELEPHONE	611.611.271	05/01/2024	003059	P	823	00018
	TELEPHONE	166.40	TELEPHONE	611.611.271	05/01/2024	002828	P	823	00030
	TELEPHONE	166.40	TELEPHONE	611.611.271	05/01/2024	002828	P	823	00031
		2,304.00	*TOTAL						
CITY OF YANKTON-SAC		05551							
	PETTY CASH HFAC REGISTER	1,100.00	CASH - CHANGE FUND	202.1011	5/9/2024	081183	P	823	00037
KLJ ENGINEERING LLC		04576							
	FAA PROJECT REPORT	1,000.00	DESIGN/CONST NORTH TAXIW	502.511.390	10204304	024604	P	823	00036
MAGIC ART BUS		07807							
	KIDS SUMMER EVENT SERIES	771.00	SPECIAL EVENTS - ACTIVIT	211.231.575	0077	023852	P	823	00035
MASONRY COMPONENTS INC		02254							
	3RD ST, MAPLE TO GREEN	14,574.52	3RD ST, GREEN-MAPLE/GREEN	506.572.377	2023-011	233020	F	823	00039
MEYER PETTING ZOO		07828							
	KIDS SUMMER EVENT	600.00	SPECIAL EVENTS - ACTIVIT	211.231.575	001	023839	P	823	00034
MOTOR VEHICLE DEPT, SD		00424							
	23 FORD CAMERA VAN	26.70	EQUIPMENT	611.611.350	5/24/2024	230196	P	823	00038
READ/TIMOTHY J		07826							
	TIM READ ILLUSTRATOR	350.00	RECREATION SUPPLIES	701.701.242	6/10/24	081601	P	823	00032
WILDLIFE LEARNING ENCOUN		07829							
	KICK OFF KIDS EVENTS	1,595.00	SPECIAL EVENTS - ACTIVIT	211.231.575	06032024-2	024501	P	823	00033
YANKTON THRIVE		00939							
	23 SALES TAX REIMB ALLOW	5,571.58	SPECIAL PROJECTS	101.131.599	EVENT CENTRAL	024631	P	823	00001

Manual Check Register

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CLAIM NUMBER	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	INVOICE	PO#	F/P	ID	LINE
	YANKTON THRIVE	00939							
	LOT 2A EAST CORNERSTONE	36,852.00	PUBLIC BUILDING IMPROVEM	501.501.391	MEMO 24-48	024630	P	823	00002
	1999 NOTE DUE TO CITY	16,865.14CR	PUBLIC BUILDING IMPROVEM	501.501.391	MEMO 24-48	024630	P	823	00003
		25,558.44	*TOTAL						
		47,879.66	**CLAIMS TOTAL						

Manual Check Register

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CLAIM NUMBER	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	INVOICE	PO#	F/P	ID	LINE
REPORT TOTALS:		47,879.66							

RECORDS PRINTED - 000039

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
101	GENERAL FUND	7,126.92
201	PARKS AND RECREATION	4.90
202	HUETHER FAMILY AQUATICS CTR	1,100.00
211	LODGING SALES TAX	2,966.00
501	PUBLIC IMPROVEMENT	19,986.86
502	AIRPORT CAPITAL	1,000.00
506	SPECIAL CAPITAL IMPROV	14,574.52
601	WATER OPERATION	254.87
611	WASTE WATER OPERATION	510.01
637	JOINT POWER	1.78
701	LIBRARY TRUST	350.00
801	CENTRAL GARAGE	3.80
TOTAL ALL FUNDS		47,879.66

BANK RECAP:

BANK	NAME	DISBURSEMENTS
LDAK	FIRST DAKOTA NAT'L BANK CORP	47,879.66
TOTAL ALL BANKS		47,879.66

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

DATE APPROVED BY

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Credit Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
ACTION ELECTRIC COMPAN	LOOP SEALANT	1,400.00	REP. & MAINT. - EQUIPMEN	101.126.221		Ryken		858 00509
ADOBE ADOBE	ADOBE	19.99	SUBSCRIPTIONS & PUBLICAT	101.106.235		Bies		858 00369
	COMPUTER PROGRAM	58.40	CONTRACTED SERVICES - OP	201.201.204		McHenry		858 00395
		78.39	*VENDOR TOTAL					
AMAZON MAR 114-687451	KEY HOLDERS, EAR PIECES	62.59	REP. & MAINT. - EQUIPMEN	101.111.221		Rothenberger		858 00058
AMAZON.COM C533V2YL3	UNIFORM BELT	38.70	UNIFORMS	101.111.244		Rothenberger		858 00387
AMAZON.COM IB1UK7OD3	SHIPPING	0.86	POSTAGE	101.142.231		Dobrovolny		858 00485
	DVDS	39.92	AV - CAPITAL	101.142.342		Dobrovolny		858 00486
		40.78	*VENDOR TOTAL					
AMAZON.COM RY3GX52I3	DUMBBELLS	86.13	RECREATION SUPPLIES	203.203.242		Groves		858 00246
AMAZON.COM T46298FI3	OFFICE SUPPLIES	39.99	OFFICE SUPPLIES	101.104.232		Yardley		858 00179
AMAZON.COM 1179S7SN3	SCOREKEEPER CARDS	88.24	RECREATION SUPPLIES	203.203.242		Wattier		858 00033
AMERICAN RED CROSS	LIFEGUARD CERTIFICATION	46.00	RECREATION SUPPLIES	203.203.242		Wattier		858 00032
	LIFEGUARD CERTIFICATION	228.00	RECREATION SUPPLIES	203.203.242		Wattier		858 00046
	LIFEGUARD CERTIFICATION	114.00	RECREATION SUPPLIES	203.203.242		Wattier		858 00052
	LIFEGUARD CERTIFICATION	215.00	RECREATION SUPPLIES	203.203.242		Wattier		858 00247
	LIFEGUARD CERTIFICATION	276.00	RECREATION SUPPLIES	203.203.242		Wattier		858 00347
	LIFEGUARD CERTIFICATION	414.00	RECREATION SUPPLIES	203.203.242		Wattier		858 00371
	LIFEGUARD CERTIFICATION	152.00	RECREATION SUPPLIES	203.203.242		Wattier		858 00456
		1,445.00	*VENDOR TOTAL					
AMZN MKTP US B186G4P33	USB ADAPTERS	16.08	PC NETWORK SUPPLIES	101.105.230		Johnson		858 00365
AMZN MKTP US CC5213NY3	SUMMER READING	19.99	RECREATION SUPPLIES	701.701.242		Dobrovolny		858 00119
AMZN MKTP US C67PV14D3	CONCESSION SUPPLIES	130.42	MISCELLANEOUS CONCESSION	202.202.728		Wattier		858 00403
AMZN MKTP US DY5FY2VX3	MONITOR, CABLE	167.55	OFFICE SUPPLIES	601.601.232		Chytka		858 00054

Credit Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
AMZN MKTP US D56AJ6Z63	CONCESSION SUPPLIES	59.99	MISCELLANEOUS CONCESSION	202.202.728		Wattier		858 00419
AMZN MKTP US F27KP2AE3	FIRST AID, WHISTLES	102.49	MEDICAL, SAFETY, & LAB. S	202.202.243		Wattier		858 00189
AMZN MKTP US GS24G8203	DVDS	24.75	AV - CAPITAL	101.142.342		Dobrovolny		858 00478
AMZN MKTP US GW4P03C23	GASKET GREASE	141.54	REP. & MAINT. - PLANT	601.601.221		Chytka		858 00459
AMZN MKTP US I77300713	MERCHANDISE	139.90	MERCHANDISE	202.202.766		Wattier		858 00149
	SHOWER CURTAINS	399.80	REP. & MAINT. - BUILDING	202.202.223		Wattier		858 00150
		539.70	*VENDOR TOTAL					
AMZN MKTP US JC8B566N3	UNIFORM PANTS	352.00	UNIFORMS	101.111.244		Rothenberger		858 00344
AMZN MKTP US JL6DI0XC3	TREE INFO HOLDER	20.94	RECREATION SUPPLIES - O	201.201.242		McHenry		858 00170
AMZN MKTP US K15ZI8M33	SUMMER READING SUPPLIES	29.98	RECREATION SUPPLIES	701.701.242		Dobrovolny		858 00346
AMZN MKTP US MT7GP7ZF3	RESCUE TUBES	257.50	MEDICAL, SAFETY, & LAB. S	202.202.243		Wattier		858 00098
AMZN MKTP US MY2556KD3	UMBRELLAS	193.68	RECREATION SUPPLIES	202.202.242		Wattier		858 00194
AMZN MKTP US NI12G9UQ3	TENNIS NETS	877.94	COMMON BLDG EQUIPMENT	506.571.350		Youmans		858 00514
AMZN MKTP US NV7NJ7JZ3	NAME TAGS	29.80	REP. & MAINT. - EQUIPMEN	101.111.221		Rothenberger		858 00130
AMZN MKTP US O03XI15D3	NAME TAG	14.90	REP. & MAINT. - EQUIPMEN	101.111.221		Rothenberger		858 00109
AMZN MKTP US P13C40AC3	OFFICE SUPPLIES	71.88	OFFICE SUPPLIES	101.142.232		Dobrovolny		858 00074
AMZN MKTP US QD7V28603	LABEL CARTRIDGES	19.98	OFFICE SUPPLIES	101.111.232		Rothenberger		858 00142
AMZN MKTP US Q00RQ92G3	UNIFORM PANTS	88.00	UNIFORMS	101.111.244		Rothenberger		858 00128

Credit Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
AMZN MKTP US RH2Z74ZT3	SUMMER READING SUPPLIES	84.88	RECREATION SUPPLIES	701.701.242		Dobrovolny		858 00220
AMZN MKTP US SA5XY8JG3	OFFICE SUPPLIES	45.13	OFFICE SUPPLIES	101.142.232		Dobrovolny		858 00499
	DVD	4.99	AV - CAPITAL	101.142.342		Dobrovolny		858 00500
		50.12	*VENDOR TOTAL					
AMZN MKTP US UH9302HO3	DVD	19.95	AV - CAPITAL	101.142.342		Dobrovolny		858 00224
AMZN MKTP US UV3EU5Y03	SAFETY TUBES	245.00	MEDICAL,SAFETY, & LAB. S	202.202.243		Wattier		858 00217
AMZN MKTP US VL77U1LV3	POOL REPAIRS	45.49	REP. & MAINT. - BUILDING	202.202.223		Youmans		858 00515
AMZN MKTP US VV5F54D03	WHITE BOARDS	280.44	RECREATION SUPPLIES	202.202.242		Wattier		858 00163
AMZN MKTP US WY74N1EA3	OFFICE SUPPLIES	59.39	OFFICE SUPPLIES	101.142.232		Dobrovolny		858 00237
	BOOK	14.50	BOOKS	101.142.340		Dobrovolny		858 00238
	SUMMER READING SUPPLIES	92.68	RECREATION SUPPLIES	701.701.242		Dobrovolny		858 00239
		166.57	*VENDOR TOTAL					
AMZN MKTP US XB3NR7SS3	NAME TAG	14.90	REP. & MAINT. - EQUIPMEN	101.111.221		Rothenberger		858 00416
AMZN MKTP US XN93J0863	PAGER BATTERIES	241.00	SMALL TOOLS & HARDWARE	101.114.247		Linke		858 00289
AMZN MKTP US XR1YH95U3	SUMMER READING	16.89	RECREATION SUPPLIES	701.701.242		Dobrovolny		858 00110
AMZN MKTP US XY5012AM3	CONCESSION SUPPLIES	111.93	MISCELLANEOUS CONCESSION	202.202.728		Wattier		858 00137
AMZN MKTP US YG9PT3U13	OFFICE SUPPLIES	6.98	OFFICE SUPPLIES	101.142.232		Dobrovolny		858 00252
	PROGRAM SUPPLIES	79.97	PROGRAM SUPPLIES	101.142.242		Dobrovolny		858 00253
	BOOK	18.89	BOOKS	101.142.340		Dobrovolny		858 00254
	DVDS	38.19	AV - CAPITAL	101.142.342		Dobrovolny		858 00255
	SUMMER READING & CRAFTS	201.40	RECREATION SUPPLIES	701.701.242		Dobrovolny		858 00256
		345.43	*VENDOR TOTAL					
AMZN MKTP US YQ0AP1B73	CLEAR TAGS	14.98	OFFICE SUPPLIES	101.106.232		Kuenzli		858 00124

Credit Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
AMZN MKTP US ZI8V86IP3	TERMINAL SOLDER SLUGS	37.66	GARAGE PARTS	801.801.249		Potts		858 00001
AMZN MKTP US ZU1V58WB3	CLEANING SUPPLIES	105.47	JANITORIAL SUPPLIES	202.202.236		Wattier		858 00176
AMZN MKTP US 0X0DF8QD3	OFFICE SUPPLIES	14.20	OFFICE SUPPLIES	101.142.232		Dobrovolny		858 00241
AMZN MKTP US 041RZ5HZ3	UNIFORMS	126.70	UNIFORMS	101.111.244		Rothenberger		858 00197
AMZN MKTP US 1519R3BW3	BOOK	11.00	BOOKS	101.142.340		Dobrovolny		858 00490
	SUMMER READING SUPPLIES	54.97	RECREATION SUPPLIES	701.701.242		Dobrovolny		858 00491
		65.97	*VENDOR TOTAL					
AMZN MKTP US 305R50YS3	COMMEMORATIVE GAVEL	32.29	UNIFORMS & DRY GOODS	101.114.244		Linke		858 00361
AMZN MKTP US 4N82W5NY3	NAME TAG	6.98	UNIFORMS	101.111.244		Rothenberger		858 00473
AMZN MKTP US 5E9R03HB3	TOURNIQUETS	88.95	MEDICAL & SAFETY SUPPLIE	101.114.243		Linke		858 00268
AMZN MKTP US 5T8VG4W13	CHEMICALS	386.08	CHEMICALS & GASES	202.202.240		Youmans		858 00465
AMZN MKTP US 6K1O21RB3	SEAL KIT	67.99	AGRICULTURAL SUPPLIES	601.601.241		Rothermel		858 00257
AMZN MKTP US 7B0HZ01C3	OFFICE SUPPLIES	287.76	OFFICE SUPPLIES	101.142.232		Dobrovolny		858 00025
	BOOK	14.99	BOOKS	101.142.340		Dobrovolny		858 00026
	SUMMER READING SUPPLIES	59.99	RECREATION SUPPLIES	701.701.242		Dobrovolny		858 00027
		362.74	*VENDOR TOTAL					
AMZN MKTP US 8C2NF98Y3	OFFICE SUPPLIES	10.52	OFFICE SUPPLIES	101.142.232		Dobrovolny		858 00047
	JANITORIAL SUPPLIES	151.41	JANITORIAL SUPPLIES	101.142.236		Dobrovolny		858 00048
	PROGRAM SUPPLIES	175.11	PROGRAM SUPPLIES	101.142.242		Dobrovolny		858 00049
	BOOKS	56.96	BOOKS	101.142.340		Dobrovolny		858 00050
	SUMMER READING SUPPLIES	330.21	RECREATION SUPPLIES	701.701.242		Dobrovolny		858 00051
		724.21	*VENDOR TOTAL					
AMZN MKTP US 8W8Z27SB3	AIR FILTERS	307.44	REP. & MAINT. - BUILDING	101.114.223		Homstad		858 00337

Credit Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
AMZN MKTP US 9Q5D04PJ3	CONCESSIONS	20.02	MISCELLANEOUS CONCESSION	202.202.728		Wattier		858 00138
	SPRAY BOTTLES	14.53	JANITORIAL SUPPLIES	202.202.236		Wattier		858 00139
		34.55	*VENDOR TOTAL					
AMZN MKTP US 9T57Z14C3	FAMILY NIGHT	27.20	RECREATION SUPPLIES	202.202.242		Wattier		858 00376
AMZN MKTP US 9X1V67QF3	POSTAGE	3.99	POSTAGE	101.142.231		Dobrovolny		858 00099
	BOOK	23.96	BOOKS	101.142.340		Dobrovolny		858 00100
		27.95	*VENDOR TOTAL					
AMZN MKTP US 9765Z0MU3	ID PRINTER	1,149.00	OFFICE SUPPLIES	203.203.232		McHenry		858 00202
ARBYS 6019	TRAVEL EXPENSE	10.28	CONFERENCE & MEETINGS	101.106.265		Bies		858 00307
ATT BILL PAYMENT	CELL PHONE	28.23	TELEPHONE	601.601.271		Bailey		858 00320
	MOBILE DATA	95.80	PROFESSIONAL SERVICES -	101.127.202		Peters		858 00312
	MOBILE DATA	45.38	PROFESSIONAL SERVICES	101.123.202		Peters		858 00313
	MOBILE DATA	85.42	PROFESSIONAL SERVICES	601.601.202		Peters		858 00314
	MOBILE DATA	40.04	PROFESSIONAL SERVICES	101.122.202		Peters		858 00315
	MOBILE DATA	959.48	PROFESSIONAL SERVICES	101.111.202		Peters		858 00316
		1,254.35	*VENDOR TOTAL					
AUTO MASTERY LLC	REPAIR FLUID LEAK	69.96	REP. & MAINT. - VEHICLES	101.114.222		Linke		858 00306
	TIRE REPAIR	24.38	REP. & MAINT. - VEHICLES	101.114.222		Linke		858 00310
		94.34	*VENDOR TOTAL					
AVERA SACRED HEART	CDL TESTING	41.00	PROFESSIONAL SERVICES	601.601.202		Bailey		858 00364
AXVOICE INC	DIALER SERVICE	21.44	PROFESSIONAL SERVICES	601.601.202		Chytka		858 00436
BAKER-TAYLOR	POSTAGE	60.46	POSTAGE	101.142.231		Schmidt		858 00468
	BOOKS	3,150.79	BOOKS	101.142.340		Schmidt		858 00469
	MMIP GRANT	323.31	MMIP GRANT	701.701.317		Schmidt		858 00470
		3,534.56	*VENDOR TOTAL					
BEN JENSEN DENTAL	REIMBURSED EXPENSE	1,677.00	PROFESSIONAL SERVICES	101.123.202		Potts		858 00201
BLUEPEAK	PHONE	157.16	TELEPHONE	101.127.271		Yardley		858 00121
	PHONE	39.29	TELEPHONE	101.123.271		Yardley		858 00122

Credit Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
BLUEPEAK								
	PHONE	281.15	TELEPHONE	202.202.271		Yardley		858 00281
	PHONE	36.40	TELEPHONE	101.114.271		Yardley		858 00407
	PHONE	115.20	TELEPHONE	101.123.271		Yardley		858 00408
	PHONE	139.72	TELEPHONE	101.142.271		Yardley		858 00409
	PHONE	87.87	TELEPHONE	203.203.271		Yardley		858 00410
	PHONE	82.48	TELEPHONE	601.601.271		Yardley		858 00411
	PHONE	38.80	TELEPHONE	611.611.271		Yardley		858 00412
	PHONE	27.48	TELEPHONE	637.637.271		Yardley		858 00413
	INTERNET	1,142.26	INTERNET ACCESS	101.105.270		Yardley		858 00424
	PHONE/INTERNET	226.94	INTERNET ACCESS	101.105.270		Yardley		858 00428
	PHONE/INTERNET	19.07	TELEPHONE	101.111.271		Yardley		858 00429
	PHONE/INTERNET	72.05	TELEPHONE	101.114.271		Yardley		858 00430
	PHONE/INTERNET	290.68	TELEPHONE	201.201.271		Yardley		858 00431
	PHONE/INTERNET	41.88	TELEPHONE	202.202.271		Yardley		858 00432
	PHONE/INTERNET	298.68	TELEPHONE	203.203.271		Yardley		858 00433
	PHONE/INTERNET	19.06	TELEPHONE	601.601.271		Yardley		858 00434
	PHONE	72.65	TELEPHONE	101.102.271		Yardley		858 00439
	PHONE	245.00	TELEPHONE	101.104.271		Yardley		858 00440
	PHONE	137.26	TELEPHONE	101.105.271		Yardley		858 00441
	PHONE	191.09	TELEPHONE	101.106.271		Yardley		858 00442
	PHONE	72.65	TELEPHONE	101.107.271		Yardley		858 00443
	PHONE	145.32	TELEPHONE	101.122.271		Yardley		858 00444
		3,980.14	*VENDOR TOTAL					
BOMGAARS #2 YANKTON								
	SAFETY APPAREL	36.92	UNIFORMS & DRY GOODS	601.601.244		Bailey		858 00126
	FOUNTAIN REPAIRS	13.58	REP. & MAINT. - BUILDING	206.206.223		Bornitz		858 00226
	HARDWARE	33.96	SMALL TOOLS & HARDWARE	206.206.247		Bornitz		858 00236
	EQUIPMENT SUPPLIES	26.98	REP. & MAINT. - EQUIPMEN	206.206.221		Bornitz		858 00388
	SPRAYER REPAIRS	19.49	REP. & MAINT. - EQUIPMEN	206.206.221		Bornitz		858 00480
	WEEDKILLER	59.99	AGRICULTURAL SUPPLIES	206.206.241		Bornitz		858 00489
	PEST CONTROL	9.99	REP. & MAINT. - BUILDING	202.202.223		Groves		858 00024
	TOOLS	382.95	SMALL TOOLS & HARDWARE	611.611.247		Hanson		858 00203
	DOME SKYLIGHT FASTENERS	34.99	REP. & MAINT. - BUILDING	611.611.223		Hanson		858 00302
	SAFETY GLASSES	107.88	MEDICAL & SAFETY SUPPLIE	201.201.243		Kirchner		858 00044
	WATER TANK	529.99	REP. & MAINT. - EQUIPMEN	201.201.221		Kortan		858 00487
	POWER WASHER PARTS	31.97	SMALL TOOLS & HARDWARE	801.801.247		Kulhavy		858 00462
	HARDWARE	5.98	SMALL TOOLS & HARDWARE	204.204.247		Lehman		858 00291
	SAFETY EARMUFFS	32.99	MEDICAL & SAFETY SUPPLIE	201.201.243		Lehman		858 00381
	HARDWARE	6.12	SMALL TOOLS & HARDWARE	201.201.247		Pavel		858 00129
	POOL REPAIRS	35.52	REP. & MAINT. - BUILDING	202.202.223		Pavel		858 00212
	FLAG POLE REPAIRS	6.74	REP. & MAINT. - BUILDING	201.201.223		Pavel		858 00336
	IRRIGATION FITTINGS	19.27	AGRICULTURAL SUPPLIES	601.601.241		Rothermel		858 00294
	HOSE, HOSE CLAMP	82.55	AGRICULTURAL SUPPLIES	601.601.241		Rothermel		858 00327
	COUPLER	17.98	REP. & MAINT. - PLANT	601.601.221		Rothermel		858 00335
	TOOLS	111.85	SMALL TOOLS & HARDWARE	101.127.247		Ryken		858 00206
	WATER TANK REPAIRS	57.05	REP. & MAINT. - EQUIPMEN	201.201.221		Schieffer		858 00146
	PLAYGROUND REPAIRS	7.47	REP. & MAINT. - BUILDING	201.201.223		Steinberg		858 00042

Credit Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
BOMGAARS #2 YANKTON								
	PIPE BUSHING	5.38	SMALL TOOLS & HARDWARE	101.123.247		Ulmer		858 00323
	PUMP UP SPRAYER	24.99	SMALL TOOLS & HARDWARE	101.123.247		Ulmer		858 00349
	SHOP VAC	129.99	JANITORIAL SUPPLIES	202.202.236		Wattier		858 00249
		1,832.57	*VENDOR TOTAL					
BOW CREEK METAL								
	PUMP SHAFT REPAIR	258.75	REP. & MAINT. - PLANT	601.601.221		Chytka		858 00449
C & B YANKTON								
	LAWN MOWER MAINTENANCE	22.86	REP. & MAINT. - PLANT	611.611.221		Ballard		858 00330
	BAGGER FRAME	46.68	REP. & MAINT. - PLANT	601.601.221		Chytka		858 00510
	GATOR REPAIRS	43.99	REP. & MAINT. - EQUIPMEN	201.201.221		Jensen		858 00184
	EQUIPMENT REPAIRS	394.29	REP. & MAINT. - EQUIPMEN	201.201.221		McHenry		858 00274
	SPINDLE	165.19	AGRICULTURAL SUPPLIES	601.601.241		Rothermel		858 00004
		673.01	*VENDOR TOTAL					
CAFE BRULE								
	TRAVEL EXPENSE	119.33	TRAVEL EXPENSE	101.111.263		Hansen		858 00103
CATTLEMANS CLUB								
	TRAVEL EXPENSE	31.05	CONFERENCE & MEETINGS	101.106.265		Bies		858 00286
CCSI METROFAX								
	FAX SERVICE	11.95	PROFESSIONAL SERVICES	601.601.202		Chytka		858 00417
CENTER FOR PUBLIC SAFE								
	EMERGENCY SERVICES BOOKS	174.95	SUBSCRIPTIONS & PUBLICAT	101.114.235		Linke		858 00016
CENTER POINT LARGE PRI								
	LARGE PRINT BOOKS	140.82	BOOKS	101.142.340		Schmidt		858 00012
CLARKS RENTALS								
	EQUIPMENT RENTAL	33.00	REP. & MAINT. - EQUIPMEN	206.206.221		Bornitz		858 00162
	EQUIPMENT RENTAL	105.00	REP. & MAINT. - EQUIPMEN	201.201.221		Schieffer		858 00198
		138.00	*VENDOR TOTAL					
COFFEE CUP #8								
	TRAVEL EXPENSE	17.68	CONFERENCE & MEETINGS	101.106.265		Bies		858 00326
	FUEL	52.82	TRAVEL EXPENSE	101.111.263		Foote		858 00304
		70.50	*VENDOR TOTAL					
CRESCENT ELECTRIC 087								
	REFUND	1.16CR	SMALL TOOLS & HARDWARE	101.126.247		Ryken		858 00488
DATA AXLE-CITYDIRECTOR								
	BOOK	380.00	BOOKS	101.142.340		Schmidt		858 00340
	POSTAGE	10.00	POSTAGE	101.142.231		Schmidt		858 00341
		390.00	*VENDOR TOTAL					

Credit Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
DEPARTMENT OF AGRICULT	EXAM	61.50	LEARNING	601.601.264		Chytka		858 00107
	EXAM	123.00	LEARNING	611.611.264		Hanson		858 00402
	DANR STORMWATER	102.50	PROFESSIONAL SERVICES -	101.127.202		Roinstad		858 00259
		287.00	*VENDOR TOTAL					
DIANES GREENHOUSE	FLOWERS	900.00	AGRICULTURAL SUPPLIES	201.201.241		Kortan		858 00160
	FLOWERS	900.00	AGRICULTURAL SUPPLIES	201.201.241		Kortan		858 00167
	FLOWERS	900.00	AGRICULTURAL SUPPLIES	201.201.241		Kortan		858 00168
	FLOWERS	900.00	AGRICULTURAL SUPPLIES	201.201.241		Kortan		858 00172
	FLOWERS	900.00	AGRICULTURAL SUPPLIES	201.201.241		Kortan		858 00177
	FLOWERS	593.72	AGRICULTURAL SUPPLIES	201.201.241		Schieffer		858 00141
	FLOWERS	900.00	AGRICULTURAL SUPPLIES	201.201.241		Schieffer		858 00161
	FLOWERS	426.31	AGRICULTURAL SUPPLIES	201.201.241		Schieffer		858 00178
		6,420.03	*VENDOR TOTAL					
DOLLAR TREE	SUMMER READING PROGRAM	17.50	RECREATION SUPPLIES	701.701.242		Yankton Librar		858 00195
	PROGRAM SUPPLIES	8.75	PROGRAM SUPPLIES	101.142.242		Yankton Librar		858 00196
		26.25	*VENDOR TOTAL					
DOMAIN LISTINGS LLC	DOMAIN LISTING	288.00	PROFESSIONAL SERVICES	202.202.202		Wattier		858 00477
EBAY O 07-11607-77895	TONER	87.49	OFFICE SUPPLIES	101.106.232		Peters		858 00070
ECHO ELECTRIC SUPPLY	ELEMENT FUSE	27.30	REP. & MAINT. - BUILDING	101.125.223		Homstad		858 00275
	LED PANEL	149.44	REP. & MAINT. - BUILDING	101.142.223		Homstad		858 00292
	LED PANEL	570.00	REP. & MAINT. - BUILDING	101.142.223		Mastalir		858 00083
		746.74	*VENDOR TOTAL					
ECOMM MOST DEPENDABLE	POOL REPAIRS	771.88	REP. & MAINT. - BUILDING	202.202.223		Groves		858 00023
FAIRBANK EQUIPMENT	IRRIGATION	11.97	AGRICULTURAL SUPPLIES	201.201.241		Pavel		858 00094
FASTENAL COMPANY 01SDY	CABLE TIES	68.70	GARAGE PARTS	801.801.249		Potts		858 00458
	BLUE SHOP TOWELS	103.28	JANITORIAL SUPPLIES	801.801.236		Potts		858 00474
		171.98	*VENDOR TOTAL					
FBI LEEDA INC	LEADERSHIP CLASS	795.00	LEARNING	101.111.264		Rothenberger		858 00205
FEDEX77312004	POSTAGE	18.07	POSTAGE	101.111.231		Foote		858 00356

Credit Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
FIMCO SCHABEN AGSPRAY	TRAIL SUPPLIES	221.96	REP. & MAINT. - TRAIL	204.204.223		Walsh		858 00096
	TRAIL SUPPLIES	210.16	REP. & MAINT. - TRAIL	204.204.223		Walsh		858 00263
		432.12	*VENDOR TOTAL					
FRONTIER PRECISION INC	SURVEY GPS SUBSCRIPTION	1,650.00	SUBSCRIPTIONS & PUBLICAT	101.122.235		Haberman		858 00392
GERSTNER OIL	MOWER OIL	142.75	REP. & MAINT. - EQUIPMEN	201.201.221		Jensen		858 00445
GRAHAM TIRE #19 YANKTO	TIRE	56.00	REP. & MAINT. - EQUIPMEN	101.127.221		Ryken		858 00214
GRAINGER	BALL VALVE, CHECK VALVE	443.54	REP. & MAINT. - PLANT	601.601.221		Chytka		858 00374
	DRUM PUMP	1,259.59	REP. & MAINT. - PLANT	601.601.221		Chytka		858 00390
		1,703.13	*VENDOR TOTAL					
HARTINGTON TREE	ARBORETUM TREES	187.20	AGRICULTURAL SUPPLIES	201.201.241		Kortan		858 00324
HOLIDAY INN HOTEL & CO	GOSCOMA CONFERENCE	305.97	CONFERENCE & MEETINGS	101.102.265		Barkley		858 00360
	GOSCOMA CONFERENCE	305.97	CONFERENCE & MEETINGS	101.106.265		Barkley		858 00375
		611.94	*VENDOR TOTAL					
HY-VEE F&F YANKTON 589	FUEL	25.01	REP. & MAINT.-CENTRAL GA	101.111.224		Yankton Police		858 00261
	FUEL	100.00	REP. & MAINT.-CENTRAL GA	101.111.224		Yankton Police		858 00262
	FUEL	31.00	REP. & MAINT.-CENTRAL GA	101.111.224		Yankton Police		858 00269
	FUEL	50.00	REP. & MAINT.-CENTRAL GA	101.111.224		Yankton Police		858 00272
		206.01	*VENDOR TOTAL					
HY-VEE YANKTON 1899	RETIREMENT	89.98	EMPLOYEE ENGAGEMENT	101.107.141		Bailey		858 00125
	RETIREMENT	15.99	EMPLOYEE ENGAGEMENT	101.107.141		Bailey		858 00164
	CLEANING SUPPLIES	5.98	JANITORIAL SUPPLIES	202.202.236		Wattier		858 00418
		111.95	*VENDOR TOTAL					
IN GIRARD ELECTRIC, L	DIESEL PUMP REPAIR	788.64	REP. & MAINT. - BUILDING	206.206.223		Bornitz		858 00345
IN GUARDIAN ALLIANCE	BACKGROUND CHECKS	204.00	PROFESSIONAL SERVICES	101.111.202		Foote		858 00384
IN HOUSE OF BRANDS, I	CENTENNIAL BRIDGE SHIRTS	362.00	SPECIAL EVENTS - ACTIVIT	211.231.575		McHenry		858 00190

Credit Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
IN SOUTHEAST SOUTH DA	MEMBERSHIP DUES	540.00	MEMBERSHIP DUES	201.201.261		McHenry		858 00309
IN SUNCOAST IDENTIFIC	POOL TAGS	1,140.00	RECREATION SUPPLIES	202.202.242		Wattier		858 00479
J & M AIRCRAFT SUPPLY	RUNWAY LIGHTBULBS	274.30	REP & MAINT - RUNWAY & A	101.127.225		Ryken		858 00284
JACKS UNIFORMS & EQUI	UNIFORM SHIRTS	144.89	UNIFORMS	101.111.244		Rothenberger		858 00114
	UNIFORM SHIRTS	125.90	UNIFORMS	101.111.244		Rothenberger		858 00123
	UNIFORM BELTS	130.89	REP. & MAINT. - EQUIPMEN	101.111.221		Rothenberger		858 00271
		401.68	*VENDOR TOTAL					
JCL SOLUTIONS-SIOUX FA	PAPER PRODUCTS	240.47	PROFESSIONAL SERVICES &	637.637.202		Goeden		858 00039
	PAPER PRODUCTS	480.95	JANITORIAL SUPPLIES	801.801.236		Goeden		858 00040
	CLEANING SUPPLIES	6.93	JANITORIAL SUPPLIES	201.201.236		Kirchner		858 00297
	CLEANING SUPPLIES	125.46	JANITORIAL SUPPLIES	201.201.236		Kirchner		858 00382
	CLEANING SUPPLIES	733.72	JANITORIAL SUPPLIES	201.201.236		Kirchner		858 00446
		1,587.53	*VENDOR TOTAL					
KAISER REFRIGERATION I	EQUIPMENT SUPPLIES	103.93	REP. & MAINT. - EQUIPMEN	206.206.221		Bornitz		858 00414
	LEAF BLOWER REPAIRS	18.49	REP. & MAINT. - EQUIPMEN	201.201.221		Jensen		858 00102
	EQUIPMENT MAINTENANCE	36.49	REP. & MAINT. - EQUIPMEN	201.201.221		Jensen		858 00174
	EQUIPMENT OIL	86.47	REP. & MAINT. - EQUIPMEN	201.201.221		Jensen		858 00389
	CHAINSAW REPAIRS	64.57	REP. & MAINT. - EQUIPMEN	204.204.221		Lehman		858 00037
	TRIMMER & OIL	355.97	REP. & MAINT. - EQUIPMEN	204.204.221		Lehman		858 00483
	TRIMMER	598.92	EQUIPMENT	637.637.350		Potts		858 00207
	WEED EATER STRING	38.99	AGRICULTURAL SUPPLIES	601.601.241		Rothermel		858 00108
		1,303.83	*VENDOR TOTAL					
KOLETZKY IMPLEMENT INC	BEARING, BOLT	138.36	GARAGE PARTS	801.801.249		Hespe		858 00065
	MOWER REPAIRS	37.77	REP. & MAINT. - EQUIPMEN	201.201.221		Jensen		858 00055
	MOWER REPAIRS	50.50	REP. & MAINT. - EQUIPMEN	201.201.221		Jensen		858 00075
	MOWER REPAIRS	144.81	REP. & MAINT. - EQUIPMEN	201.201.221		Jensen		858 00166
	KUBOTA FILTERS	60.86	REP. & MAINT. - EQUIPMEN	201.201.221		Jensen		858 00415
	EQUIPMENT SUPPLIES	206.93	REP. & MAINT. - EQUIPMEN	201.201.221		Jensen		858 00422
	SWITCH	50.59	GARAGE PARTS	801.801.249		Kulhavy		858 00219
	OIL	52.76	REP. & MAINT. - EQUIPMEN	101.127.221		Ryken		858 00204
	OIL	22.44	REP. & MAINT. - EQUIPMEN	101.127.221		Ryken		858 00463
		765.02	*VENDOR TOTAL					
KOPETSKYS ACE HDWE	WEED CONTROL	44.99	AGRICULTURAL SUPPLIES	601.601.241		Bush		858 00466
	POOL REPAIRS	27.56	REP. & MAINT. - BUILDING	202.202.223		Groves		858 00112
	POOL REPAIRS	36.97	REP. & MAINT. - BUILDING	202.202.223		Groves		858 00232
	POOL REPAIRS	13.44	REP. & MAINT. - BUILDING	202.202.223		Groves		858 00288

Credit Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
KOPETSKYS ACE HDWE								
	HARDWARE	3.44	SMALL TOOLS & HARDWARE	201.201.247		Jensen		858 00498
	OFFICE SUPPLIES	18.56	OFFICE SUPPLIES	201.201.232		Kortan		858 00077
	ARBORETUM SUPPLIES	124.98	AGRICULTURAL SUPPLIES	201.201.241		Kortan		858 00319
	AGRICULTURE SUPPLIES	70.96	AGRICULTURAL SUPPLIES	201.201.241		Kortan		858 00484
	BASKET FLOWERS	1,725.00	AGRICULTURAL SUPPLIES	201.201.241		Kortan		858 00496
	RESPIRATORS FOR FIRE	100.96	MEDICAL & SAFETY SUPPLIE	101.114.243		Linke		858 00045
	FLAGS	159.98	UNIFORMS & DRY GOODS	101.114.244		Linke		858 00350
	DUSTER, SOLVENT	22.98	REP. & MAINT. - BUILDING	101.125.223		Mastalir		858 00145
	WEED KILLER	54.98	REP. & MAINT. - BUILDING	101.125.223		Mastalir		858 00300
	PAINT	9.99	SMALL TOOLS & HARDWARE	101.127.247		Roinstad		858 00117
	BATTERIES	21.97	OFFICE SUPPLIES	101.127.232		Roinstad		858 00118
	EARMUFFS	36.99	UNIFORMS & DRY GOODS	101.127.244		Roinstad		858 00332
	TENT WEIGHTS	24.99	REP. & MAINT. - EQUIPMEN	101.111.221		Rothenberger		858 00081
	FERTILIZER	599.80	AGRICULTURAL SUPPLIES	601.601.241		Rothermel		858 00200
	WEED KILLER	99.97	AGRICULTURAL SUPPLIES	601.601.241		Schantz		858 00243
	TRIMMER LINE	29.97	SMALL TOOLS & HARDWARE	101.127.247		Stuen		858 00021
	BUILDING REPAIRS	22.06	REP. & MAINT. - BUILDING	202.202.223		Wattier		858 00151
	POOL REPAIRS	8.59	REP. & MAINT. - BUILDING	202.202.223		Youmans		858 00192
	POOL REPAIRS	24.98	REP. & MAINT. - BUILDING	202.202.223		Youmans		858 00245
	POOL REPAIRS	19.56	REP. & MAINT. - BUILDING	202.202.223		Youmans		858 00267
		3,303.67	*VENDOR TOTAL					
LANGUAGE LINE								
	LANGUAGE LINE	242.60	PROFESSIONAL SERVICES	101.111.202		Foote		858 00394
LOCATORS & SUPPLIES IN								
	MARKING PAINT	737.00	REP. & MAINT. - DISTRIBU	601.601.226		Robinson		858 00244
LONGS PROPANE SERVICE								
	REGULATOR	50.00	REP. & MAINT. - EQUIPMEN	101.123.221		Potts		858 00331
LOVES #0816 INSIDE								
	FUEL	13.71	CONFERENCE & MEETINGS	101.106.265		Bies		858 00282
LUCKYS 13								
	TRAVEL EXPENSE	33.87	CONFERENCE & MEETINGS	101.106.265		Mingo		858 00386
M K RITTENHOUSE & SONS								
	HARDWARE	18.02	SMALL TOOLS & HARDWARE	206.206.247		Bornitz		858 00293
MCDONALDS F23437								
	TRAVEL EXPENSE	12.30	TRAVEL EXPENSE	601.601.263		Bush		858 00066
MCMASTER-CARR								
	POWER WASHER WAND	439.75	REP. & MAINT. - PLANT	611.611.221		Hanson		858 00276
	INLET PLUMBING, SKYLIGHTS	169.01	REP. & MAINT. - BUILDING	611.611.223		Hanson		858 00325
	LAGOON PUMP SUPPLIES	552.14	REP. & MAINT. - PLANT	611.611.221		Hanson		858 00377
		1,160.90	*VENDOR TOTAL					

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
MEAD LUMBER YANKTON	ASPHALT JOINT	183.60	ROAD MATERIALS	101.123.239		Ulmer		858 00378
MENARDS YANKTON SD	FOUNTAIN REPAIRS	82.87	REP. & MAINT. - BUILDING	206.206.223		Bornitz		858 00171
	TIES	15.56	REP. & MAINT. - PLANT	601.601.221		Chytka		858 00380
	MAGNUM TIP	34.98	SMALL TOOLS & HARDWARE	101.123.247		Gobel		858 00173
	NOZZLE	19.99	SMALL TOOLS & HARDWARE	101.123.247		Gobel		858 00460
	MAINTENANCE SUPPLIES	48.58	SMALL TOOLS & HARDWARE	611.611.247		Gusso		858 00504
	FURNACE FILTER	54.51	REP. & MAINT. - COLLECTI	611.611.226		Hallock		858 00147
	PAINTING SUPPLIES	83.94	REP. & MAINT. - BUILDING	611.611.223		Hanson		858 00005
	STILL PLUMBING	74.17	REP. & MAINT. - PLANT	611.611.221		Hanson		858 00072
	STILL MANIFOLD PLUMBING	150.48	REP. & MAINT. - PLANT	611.611.221		Hanson		858 00087
	SMALL TOOLS	43.85	SMALL TOOLS & HARDWARE	611.611.247		Hanson		858 00277
	POOL REPAIRS	14.55	REP. & MAINT. - BUILDING	202.202.223		Kirchner		858 00213
	CLUBHOUSE REPAIRS	49.71	BUILDING & STRUCTURES	641.641.320		Kirchner		858 00511
	LANDSCAPING	62.88	AGRICULTURAL SUPPLIES	206.206.241		Kortan		858 00015
	ARBORETUM SUPPLIES	43.45	AGRICULTURAL SUPPLIES	201.201.241		Kortan		858 00022
	MULCH	20.95	AGRICULTURAL SUPPLIES	201.201.241		Kortan		858 00041
	FOUNTAIN LANDSCAPE	400.14	AGRICULTURAL SUPPLIES	201.201.241		Kortan		858 00451
	STEEL WOOL, DOWEL, TOOL	43.66	REP. & MAINT. - BUILDING	101.141.223		Mastalir		858 00007
	AIR FILTER	55.92	REP. & MAINT. - BUILDING	101.114.223		Mastalir		858 00328
	CLEANER	7.34	JANITORIAL SUPPLIES	101.125.236		Mastalir		858 00357
	HOSE	61.79	REP. & MAINT. - BUILDING	101.142.223		Mastalir		858 00358
	BULBS	49.98	REP. & MAINT. - BUILDING	101.125.223		Mastalir		858 00359
	BLACK MULCH	24.00	REP. & MAINT. - BUILDING	101.125.223		Mastalir		858 00391
	BLACK MULCH	24.00	REP. & MAINT. - BUILDING	101.125.223		Mastalir		858 00426
	CORNER BRACE	16.56	REP. & MAINT. - BUILDING	101.142.223		Mastalir		858 00461
	USB ADAPTOR	4.99	PC NETWORK SUPPLIES	101.105.230		Morrow		858 00352
	IRRIGATION SUPPLIES	31.98	AGRICULTURAL SUPPLIES	201.201.241		Pavel		858 00057
	WATER FOUNTAIN REPAIR	6.59	REP. & MAINT. - BUILDING	201.201.223		Pavel		858 00215
	POOL REPAIRS	35.97	REP. & MAINT. - BUILDING	202.202.223		Pavel		858 00230
	SERTOMA NORTH SUPPLIES	17.52	REP. & MAINT. - BUILDING	201.201.223		Pavel		858 00270
	BATTING CAGE REPAIRS	39.98	REP. & MAINT. - BUILDING	201.201.223		Pavel		858 00278
	WATER FOUNTAIN REPAIR	11.97	REP. & MAINT. - BUILDING	203.203.223		Pavel		858 00363
	TRUCK REPAIRS	35.63	REP. & MAINT. -VEHICLES	201.201.222		Pavel		858 00383
	WATER FOUNTAIN REPAIR	5.85	REP. & MAINT. - BUILDING	201.201.223		Pavel		858 00512
	TRASH CAN, SPRAY	54.95	REP. & MAINT. - EQUIPMEN	631.631.221		Potts		858 00143
	BATTERIES, GAS CAN	83.02	REP. & MAINT. - EQUIPMEN	101.123.221		Potts		858 00159
	DRILL BITS	17.93	SMALL TOOLS & HARDWARE	101.123.247		Potts		858 00508
	RISER	0.90	AGRICULTURAL SUPPLIES	601.601.241		Rothermel		858 00134
	RISERS	3.60	AGRICULTURAL SUPPLIES	601.601.241		Rothermel		858 00136
	IRRIGATION FITTINGS	3.22	AGRICULTURAL SUPPLIES	601.601.241		Rothermel		858 00144
	SPRINKLER HEAD	13.94	AGRICULTURAL SUPPLIES	601.601.241		Rothermel		858 00187
	WASP SPRAY	12.54	AGRICULTURAL SUPPLIES	601.601.241		Rothermel		858 00273
	PVC FITTINGS	7.69	REP. & MAINT. - PLANT	601.601.221		Rothermel		858 00321
	TUBING, VALVE	52.87	REP. & MAINT. - PLANT	601.601.221		Rothermel		858 00423
	TUBING	23.20	REP. & MAINT. - PLANT	601.601.221		Rothermel		858 00519
	CLEANER	43.98	JANITORIAL SUPPLIES	601.601.236		Schantz		858 00452

Credit Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
MENARDS YANKTON SD								
	CLUBHOUSE REPAIRS	207.85	BUILDING & STRUCTURES	641.641.320		Steinberg		858 00501
	DRIVEWAY MARKER	8.94	REP. & MAINT. - BUILDING	101.127.223		Stuen		858 00008
	POOL REPAIRS	6.18	REP. & MAINT. - BUILDING	202.202.223		Thompson		858 00011
	AMPHITHEATER REPAIRS	44.51	REP. & MAINT. - BUILDING	201.201.223		Thompson		858 00013
	SERTOMA BATTING CAGE	429.62	REP. & MAINT. - BUILDING	201.201.223		Thompson		858 00299
	WEST SHOP SINK PIPE	27.98	REP. & MAINT. - BUILDING	101.123.223		Ulmer		858 00020
	WEST SHOP SINK REPAIR	4.99	REP. & MAINT. - BUILDING	101.123.223		Ulmer		858 00030
	SPRINKLER HEAD	2.70	ROAD MATERIALS	101.123.239		Ulmer		858 00266
	PIPE	29.99	SMALL TOOLS & HARDWARE	101.123.247		Ulmer		858 00471
	BUILDING REPAIRS	49.89	REP. & MAINT. - BUILDING	202.202.223		Wattier		858 00006
	POOL REPAIRS	8.70	REP. & MAINT. - BUILDING	202.202.223		Youmans		858 00218
		2,813.53	*VENDOR TOTAL					
MERIDIAN EYE CARE								
	PRE EMPLOYMENT	50.00	PROFESSIONAL SERVICES	101.111.202		Bailey		858 00322
MID-AMERICAN RESEARCH								
	AGRICULTURAL SUPPLIES	747.70	AGRICULTURAL SUPPLIES	206.206.241		Bornitz		858 00354
	AGRICULTURAL SUPPLIES	600.71	AGRICULTURAL SUPPLIES	201.201.241		Kortan		858 00290
		1,348.41	*VENDOR TOTAL					
MIDWEST LABORATORIES I								
	MONTHLY NUTRIENT TESTING	518.41	PROFESSIONAL SERVICES	611.611.202		Hanson		858 00393
NAPA AUTO PARTS								
	FILTER	84.18	GARAGE PARTS	801.801.249		Hespe		858 00503
	MOWER REPAIRS	24.87	REP. & MAINT. - EQUIPMEN	201.201.221		Jensen		858 00080
	GREASE CART	11.56	REP. & MAINT. - EQUIPMEN	201.201.221		Jensen		858 00296
	FAN BELTS	22.74	REP. & MAINT. - COLLECTI	611.611.226		Kuehler		858 00199
	FUNNEL, MOTOR OIL	16.14	GARAGE PARTS	801.801.249		Kulhavy		858 00035
	BREAK PADS	81.16	GARAGE PARTS	801.801.249		Kulhavy		858 00056
	ALARM	99.84	GARAGE PARTS	801.801.249		Kulhavy		858 00071
	METRIC SEAL	10.67	GARAGE PARTS	801.801.249		Kulhavy		858 00078
	BRAKE PADS	81.16	GARAGE PARTS	801.801.249		Kulhavy		858 00079
	BEARINGS	38.16	REP. & MAINT. - COLLECTI	611.611.226		Tramp		858 00467
		470.48	*VENDOR TOTAL					
NURSERY WHOLESALERS								
	ARBORETUM TREES	1,050.66	AGRICULTURAL SUPPLIES	201.201.241		Kortan		858 00368
OLSONS PEST TECHNICIAN								
	PEST CONTROL	93.00	PROFESSIONAL SERVICES	101.142.202		Schmidt		858 00379
OREILLY 3232								
	RETURN - BRAKE DISC PAD	127.01CR	GARAGE PARTS	801.801.249		Kulhavy		858 00104
	COPPER LUG,BATTERY CABLE	22.97	GARAGE PARTS	801.801.249		Kulhavy		858 00165
	HEADLIGHTS	84.00	GARAGE PARTS	801.801.249		Kulhavy		858 00216
	BRAKE ROTOR,CERAMIC PADS	139.99	GARAGE PARTS	801.801.249		Kulhavy		858 00240

Credit Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
OREILLY 3232	STEERING WHEEL COVER	19.99	REP. & MAINT. -VEHICLES	101.111.222		Rothenberger		858 00455
		139.94	*VENDOR TOTAL					
OVERDRIVE DIST	EBOOKS	1,392.40	E-BOOKS	101.142.209		Schmidt		858 00222
PAYPAL ADVANCEDPOL	ADVANCED POLICE CONCEPTS	279.00	LEARNING	101.111.264		Rothenberger		858 00502
PAYPAL BARKLEYMOVI	SUMMER READING PROGRAM	154.49	RECREATION SUPPLIES	701.701.242		Dobrovolny		858 00367
PAYPAL CONTINENTAL	UPS BATTERY	113.88	OFFICE SUPPLIES	208.208.232		Peters		858 00038
PFS HEALTHWORKS	CDL TESTING	70.36	PROFESSIONAL SERVICES	201.201.202		Bailey		858 00061
	CDL TESTING	70.36	PROFESSIONAL SERVICES	601.601.202		Bailey		858 00062
	CDL TESTING	35.18	PROFESSIONAL SERVICES	101.123.202		Bailey		858 00063
	CDL TESTING	105.54	PROFESSIONAL SERVICES	101.123.202		Bailey		858 00182
	CDL TESTING	77.18	PROFESSIONAL SERVICES	601.601.202		Bailey		858 00457
		358.62	*VENDOR TOTAL					
PHEASANTLAND INDUSTRIE	SAFETY APPAREL	46.12	PROFESSIONAL SERVICES	101.122.202		Bailey		858 00140
PHENOVA INC	TESTING SUPPLIES	957.20	PROFESSIONAL SERVICES	611.611.202		Hanson		858 00181
PILOT 599	TRAVEL EXPENSE	6.42	CONFERENCE & MEETINGS	101.106.265		Mingo		858 00351
	FUEL	59.54	CONFERENCE & MEETINGS	101.106.265		Mingo		858 00362
		65.96	*VENDOR TOTAL					
PITNEY BOWES	POSTAGE	207.00	POSTAGE	101.142.231		Schmidt		858 00406
PIZZA HUT 040914	STAFF APPRECIATION	45.37	RECREATION SUPPLIES	701.701.242		Yankton Librar		858 00028
PLAYAWAY PRODUCTS LLC	WONDERBOOK	52.24	AV - CAPITAL	101.142.342		Schmidt		858 00448
PP LITTLE RED SHED	SUMMER READING PROGRAM	129.22	RECREATION SUPPLIES	701.701.242		Schmidt		858 00003
PY PIZZA RANCH	RETIREMENT	166.08	LEARNING	601.601.264		Goodmanson		858 00131

Credit Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
PY PIZZA RANCH	STAFF MEETING	66.46	RECREATION SUPPLIES	202.202.242		Wattier		858 00228
		232.54	*VENDOR TOTAL					
PYRAMIDE USA INC	POOL REPAIRS	425.00	REP. & MAINT. - BUILDING	202.202.223		McHenry		858 00084
RADWELL INTERNATIONAL	SALES TAX REMOVAL	41.72CR	GARAGE PARTS	801.801.249		Potts		858 00513
RECREATION SUPPLY COMP	POOL LEAF RAKE	86.39	REP. & MAINT. - BUILDING	202.202.223		Wattier		858 00034
	RESCUE TUBES	377.00	MEDICAL, SAFETY, & LAB. S	202.202.243		Wattier		858 00188
		463.39	*VENDOR TOTAL					
RIVERSIDE HYDRAULICS I	POOL REPAIRS	25.00	REP. & MAINT. - BUILDING	202.202.223		Groves		858 00017
	HOSES, HYDRAULIC ENDS	90.47	GARAGE PARTS	801.801.249		Hespe		858 00475
	COUPLING, HOSE	158.27	GARAGE PARTS	801.801.249		Hespe		858 00481
	COUPLING, HOSES	335.67	GARAGE PARTS	801.801.249		Hespe		858 00493
	HYDRAULIC ENDS, COUPLING	128.09	GARAGE PARTS	801.801.249		Hespe		858 00494
	HOSE AND HYDRAULIC ENDS	56.50	GARAGE PARTS	801.801.249		Hespe		858 00518
	PLUGS	26.80	GARAGE PARTS	801.801.249		Kulhavy		858 00175
	ELBOW	17.25	GARAGE PARTS	801.801.249		Kulhavy		858 00298
	HYDRAULIC HOSE	20.75	REP. & MAINT. - COLLECTI	611.611.226		Tramp		858 00242
		858.80	*VENDOR TOTAL					
ROYAL SPORT SHOP	NAME PLATE AND BADGE	37.00	OFFICE SUPPLIES	101.101.232		Barkley		858 00251
SMALLENGINESPRODEALER	EQUIPMENT SUPPLIES	58.89	REP. & MAINT. - EQUIPMEN	206.206.221		Bornitz		858 00318
SOUTH DAKOTA MUNICIPAL	SDML MEETING	32.00	CONFERENCE & MEETINGS	101.101.265		Barkley		858 00492
SP AQUAPUREFILTERS.COM	POOL REPAIRS	153.19	REP. & MAINT. - BUILDING	202.202.223		McHenry		858 00421
SP BEADTIN.COM	SUMMER READING PROGRAM	26.79	PROGRAM SUPPLIES	101.142.242		Yankton Librar		858 00231
SP GORUCK	UNIFORM CAPS	55.70	UNIFORMS & DRY GOODS	101.114.244		Linke		858 00283
SP POOLWEB COM	POOL REPAIRS	509.18	REP. & MAINT. - BUILDING	202.202.223		McHenry		858 00427
SP SAFARILAND	LEFT HAND HOLSTER	193.00	REP. & MAINT. - EQUIPMEN	101.111.221		Rothenberger		858 00248
	HOLSTER	193.00	REP. & MAINT. - EQUIPMEN	101.111.221		Rothenberger		858 00260

Credit Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
SP SAFARILAND		386.00	*VENDOR TOTAL					
SP SWIMOUTLET.COM								
	UNIFORMS	320.30	UNIFORMS & DRY GOODS	202.202.244		Wattier		858 00339
	UNIFORMS	187.46	UNIFORMS & DRY GOODS	202.202.244		Wattier		858 00404
		507.76	*VENDOR TOTAL					
SQ BUHLS CLEANERS								
	UNIFORM ALTERATIONS	20.00	UNIFORMS	101.111.244		Rothenberger		858 00148
	UNIFORM ALTERATIONS	20.00	UNIFORMS	101.111.244		Rothenberger		858 00366
	UNIFORM ALTERATIONS	40.00	UNIFORMS	101.111.244		Rothenberger		858 00482
		80.00	*VENDOR TOTAL					
SQ HANSEN LOCKSMITHIN								
	DUPLICATE KEYS	17.50	REP. & MAINT. - BUILDING	101.123.223		Homstad		858 00082
SQ NATIONAL TACTICAL								
	CANCELED TRAINING	1,586.00CR	LEARNING	101.114.264		Linke		858 00210
	CANCELED TRAINING	793.00CR	LEARNING	101.111.264		Rothenberger		858 00101
	CANCELED TRAINING	793.00CR	LEARNING	101.111.264		Rothenberger		858 00229
		3,172.00CR	*VENDOR TOTAL					
STAN HOUSTON EQUIPMENT								
	MSA CALIBRATION GAS	1,013.39	REP. & MAINT. - PLANT	611.611.221		Hanson		858 00348
	SAFETY SUPPLIES	120.83	MEDICAL & SAFETY SUPPLIE	201.201.243		Kortan		858 00399
		1,134.22	*VENDOR TOTAL					
TESSMAN COMPANY SIOUX								
	AGRICULTURE SUPPLIES	903.28	AGRICULTURAL SUPPLIES	204.204.241		Kirchner		858 00437
	AGRICULTURE SUPPLIES	453.00	AGRICULTURAL SUPPLIES	206.206.241		Kirchner		858 00438
	CHEMICALS	3,175.25	CHEMICALS & GASES	201.201.240		Kirchner		858 00453
	CHEMICALS	498.00	CHEMICALS & GASES	201.201.240		Kirchner		858 00476
		5,029.53	*VENDOR TOTAL					
THE BOXCAR SWEET SHOP								
	SUMMER READING PROGRAM	427.51	RECREATION SUPPLIES	701.701.242		Schmidt		858 00073
TITAN MACHINERY-YANKTO								
	COUPLERS FOR BOBCAT	280.81	GARAGE PARTS	801.801.249		Kulhavy		858 00285
TMA YANKTON								
	MOWER REPAIRS	41.77	REP. & MAINT. - EQUIPMEN	201.201.221		Jensen		858 00053
	KUBOTA REPAIRS	29.19	REP. & MAINT. - EQUIPMEN	201.201.221		Jensen		858 00064
	TRUCK REPAIRS	49.94	REP. & MAINT. -VEHICLES	204.204.222		Jensen		858 00097
	GATOR REPAIRS	281.00	REP. & MAINT. - EQUIPMEN	201.201.221		Jensen		858 00208
	EQUIPMENT REPAIRS	43.84	REP. & MAINT. - EQUIPMEN	201.201.221		Jensen		858 00225
	TIRES	32.58	REP. & MAINT. - EQUIPMEN	201.201.221		Jensen		858 00295
	TIRES	130.50	REP. & MAINT. - EQUIPMEN	201.201.221		Jensen		858 00401
		608.82	*VENDOR TOTAL					

Credit Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
TRACTOR-SUPPLY-CO #026	DOG FOOD	88.99	K-9 UNIT MEDICAL CARE	101.111.246		Wilson		858 00517
TRK HOSTING	WEB HOSTING	14.95	INTERNET ACCESS	101.105.270		Johnson		858 00116
	WEB HOSTING	7.95	INTERNET ACCESS	101.105.270		Johnson		858 00311
		22.90	*VENDOR TOTAL					
TRUCK TRAILER SALES &	FUEL FILTER	64.50	GARAGE PARTS	801.801.249		Hespe		858 00014
	DOOR HINGE	133.50	GARAGE PARTS	801.801.249		Hespe		858 00076
	VALVE	395.50	GARAGE PARTS	801.801.249		Hespe		858 00154
	DOME LIGHT	36.36	GARAGE PARTS	801.801.249		Hespe		858 00333
	GATOR REPAIRS	29.80	REP. & MAINT. - EQUIPMEN	201.201.221		Jensen		858 00031
		659.66	*VENDOR TOTAL					
TST THE BOAT HOUSE -	SUMMER READING SUPPLIES	40.00	PROGRAM SUPPLIES	101.142.242		Dobrovolny		858 00265
TUMBLEBOOKS	DATABASE SUBSCRIPTION	699.00	PROFESSIONAL SERVICES	101.142.202		Schmidt		858 00516
UNITED LABORATORIES IN	INLET ODOR CONTROL	400.00	REP. & MAINT. - BUILDING	611.611.223		Hanson		858 00308
	INSECTICIDE	599.30	CHEMICALS & GASES	611.611.240		Hanson		858 00425
		999.30	*VENDOR TOTAL					
UOFL SPI	TRAINING	900.00	LEARNING	101.111.264		O'Farrell		858 00223
USPS PO 4698100078	POSTAGE	19.75	POSTAGE	101.111.231		Hansen		858 00191
	POSTAGE	11.70	POSTAGE	101.104.231		Hummel		858 00183
	POSTAGE STAMPS	21.69	POSTAGE	101.114.231		Linke		858 00153
	POSTAGE	26.19	POSTAGE	101.111.231		Osborne		858 00400
	POSTAGE	17.65	POSTAGE	101.111.231		Schindler		858 00152
	POSTAGE	40.55	POSTAGE	101.111.231		Schindler		858 00447
		137.53	*VENDOR TOTAL					
VCN YANKTONRODCTR	RECORDING	62.50	PUBLISHING	101.106.211		Bies		858 00420
VIDDLER INC	VIDEO HOSTING	41.49	PROFESSIONAL SERVICES	101.101.202		Johnson		858 00264
VISTAPRINT	SUMMER READING PROGRAM	531.44	RECREATION SUPPLIES	701.701.242		Yankton Librar		858 00343
VWR INTERNATIONAL INC	STILL FILTER	770.01	REP. & MAINT. - PLANT	611.611.221		Hoilien		858 00305
	LAB SUPPLIES	651.13	MEDICAL,SAFETY, & LAB. S	611.611.243		Hoilien		858 00454

Credit Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
VWR INTERNATIONAL INC		1,421.14	*VENDOR TOTAL					
VZWRLLS MY VZ VB P								
	INTERNET ACCESS	80.02	INTERNET ACCESS	101.105.270		Johnson		858 00106
	INTERNET ACCESS	80.02	TELEPHONE	101.114.271		Johnson		858 00111
	INTERNET ACCESS	57.72	INTERNET ACCESS	101.105.270		Johnson		858 00113
	INTERNET ACCESS	940.88	INTERNET ACCESS	101.105.270		Johnson		858 00115
		1,158.64	*VENDOR TOTAL					
WAL-MART #1483								
	OFFICE SUPPLIES	71.62	OFFICE SUPPLIES	601.601.232		Chytka		858 00105
	CARDSTOCK	11.96	OFFICE SUPPLIES	631.631.232		Goeden		858 00132
	SHOP SUPPLIES	53.61	REP. & MAINT. - BUILDING	201.201.223		Kirchner		858 00155
	HIGHLIGHTER, LEGAL PAD	12.09	OFFICE SUPPLIES	101.106.232		Kuenzli		858 00127
	CONCESSIONS	22.90	MISCELLANEOUS CONCESSION	203.203.728		McHenry		858 00156
	FIRST AID SUPPLIES	27.94	MEDICAL,SAFETY, & LAB. S	203.203.243		McHenry		858 00157
	REC SUPPLIES	52.92	RECREATION SUPPLIES	203.203.242		McHenry		858 00158
	OFFICE SUPPLIES	33.77	OFFICE SUPPLIES	202.202.232		Wattier		858 00002
	OFFICE SUPPLIES	57.34	OFFICE SUPPLIES	202.202.232		Wattier		858 00010
	CONCESSIONS	71.57	MISCELLANEOUS CONCESSION	202.202.728		Wattier		858 00067
	OFFICE SUPPLIES	225.96	OFFICE SUPPLIES	202.202.232		Wattier		858 00068
	FIRST AID	72.98	MEDICAL,SAFETY, & LAB. S	202.202.243		Wattier		858 00069
	CONCESSIONS	58.50	MISCELLANEOUS CONCESSION	202.202.728		Wattier		858 00234
	MEDICAL SUPPLIES	100.72	MEDICAL,SAFETY, & LAB. S	202.202.243		Wattier		858 00235
	OFFICE SUPPLIES	64.80	OFFICE SUPPLIES	101.142.232		Yankton Librar		858 00370
		938.68	*VENDOR TOTAL					
WALGREENS #9806								
	MMIP GRANT	150.00	MMIP GRANT	701.701.317		Dobrovolny		858 00472
	PROGRAM SUPPLIES	15.99	PROGRAM SUPPLIES	101.142.242		Yankton Librar		858 00353
		165.99	*VENDOR TOTAL					
WALMART.COM								
	OFFICE SUPPLIES	47.40	OFFICE SUPPLIES	101.142.232		Schmidt		858 00009
	SUMMER READING PROGRAM	78.51	RECREATION SUPPLIES	701.701.242		Schmidt		858 00036
	KICKBOARDS	277.58	RECREATION SUPPLIES	202.202.242		Wattier		858 00133
		403.49	*VENDOR TOTAL					
WILLIAM E YOUNG CO								
	PH PROBE	844.71	MEDICAL,SAFETY, & LAB. S	601.601.243		Chytka		858 00093
WM SUPERCENTER #1483								
	BANDAGES	20.21	MEDICAL & SAFETY SUPPLIE	101.123.243		Goeden		858 00258
	PRINTER INK	59.00	OFFICE SUPPLIES	101.123.232		Goeden		858 00342
	POOL REPAIRS	49.89	REP. & MAINT. - BUILDING	202.202.223		Groves		858 00029
	CONCESSIONS	40.78	MISCELLANEOUS CONCESSION	203.203.728		McHenry		858 00059
	FRUIT, REC SUPPLIES	78.95	RECREATION SUPPLIES	203.203.242		McHenry		858 00060
	ALLERGY PILLS	11.97	MEDICAL,SAFETY, & LAB. S	601.601.243		Rothermel		858 00120
	AIR FRESHENER	10.97	JANITORIAL SUPPLIES	601.601.236		Rothermel		858 00169

Credit Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
WM SUPERCENTER #1483								
	OFFICE SUPPLIES	19.90	OFFICE SUPPLIES	101.111.232		Schindler		858 00193
	BUILDING SUPPLIES	15.89	REP. & MAINT. - BUILDING	202.202.223		Wattier		858 00019
	CONCESSION SUPPLIES	145.04	MISCELLANEOUS CONCESSION	202.202.728		Wattier		858 00180
	POOL NOODLES	52.20	RECREATION SUPPLIES	202.202.242		Wattier		858 00185
	OFFICE SUPPLIES	73.26	OFFICE SUPPLIES	202.202.232		Wattier		858 00186
	CLEANING SUPPLIES	3.48	JANITORIAL SUPPLIES	202.202.236		Wattier		858 00209
	OFFICE SUPPLIES	26.80	OFFICE SUPPLIES	203.203.232		Wattier		858 00279
	FRUIT	60.61	RECREATION SUPPLIES	203.203.242		Wattier		858 00280
	FRUIT	14.82	RECREATION SUPPLIES	203.203.242		Wattier		858 00396
	CONCESSIONS	60.35	MISCELLANEOUS CONCESSION	203.203.728		Wattier		858 00397
	MERCHANDISE	161.30	MERCHANDISE	202.202.766		Wattier		858 00398
		905.42	*VENDOR TOTAL					
WWP OLSONS PEST TECHN								
	PEST CONTROL	185.00	PROFESSIONAL SERVICES	202.202.202		McHenry		858 00233
YANKTON JANITORIAL								
	PAPER TOWELS	78.00	JANITORIAL SUPPLIES	101.141.236		Mastalir		858 00018
	JANITORIAL SUPPLIES	127.00	JANITORIAL SUPPLIES	101.125.236		Mastalir		858 00135
	CAN LINERS	163.70	JANITORIAL SUPPLIES	101.141.236		Mastalir		858 00317
	TOWELS	46.00	JANITORIAL SUPPLIES	101.141.236		Mastalir		858 00507
		414.70	*VENDOR TOTAL					
YANKTON MEDIA INC								
	ONLINE NEWSPAPER	8.99	SUBSCRIPTIONS & PUBLICAT	201.201.235		McHenry		858 00250
YANKTON MEDICAL CLINIC								
	PRE EMPLOYMENT	60.00	PROFESSIONAL SERVICES	101.122.202		Bailey		858 00088
	PRE EMPLOYMENT	345.00	PROFESSIONAL SERV.-VOLUN	101.114.202		Bailey		858 00089
	PRE EMPLOYMENT	332.00	PROFESSIONAL SERVICES	101.111.202		Bailey		858 00090
	PRE EMPLOYMENT	386.00	PROFESSIONAL SERVICES -	101.104.202		Bailey		858 00091
	PRE EMPLOYMENT	199.00	PROFESSIONAL SERVICES	101.123.202		Bailey		858 00092
		1,322.00	*VENDOR TOTAL					
YANKTON NURSERIES LLC								
	PLANTS, FLOWERS	413.96	AGRICULTURAL SUPPLIES	206.206.241		Kortan		858 00086
	ARBORETUM TREES	666.72	AGRICULTURAL SUPPLIES	201.201.241		Kortan		858 00303
		1,080.68	*VENDOR TOTAL					
YANKTON RADIO GROUP								
	ADVERTISING	392.50	ADVERTISING	203.203.211		McHenry		858 00435
YANKTON THRIVE								
	RETIREMENTS	300.00	EMPLOYEE ENGAGEMENT	101.107.141		Bailey		858 00301
YANKTON WINNELSON CO								
	RESTROOM REPAIRS	135.46	REP. & MAINT. - BUILDING	201.201.223		Pavel		858 00464

Credit Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
YANKTONMEDIAINC								
	CLASSIFIED AD	190.80	PROFESSIONAL SERVICES	611.611.202		Bailey		858 00043
	CLASSIFIED AD	190.80	PROFESSIONAL SERVICES -	101.104.202		Bailey		858 00385
	CLASSIFIED AD	190.80	PUBLISHING	601.601.211		Bailey		858 00495
	CLASSIFIED AD	190.80	PUBLISHING	101.104.211		Bailey		858 00505
	CLASSIFIED AD	190.80	PUBLISHING	101.104.211		Bailey		858 00506
		954.00	*VENDOR TOTAL					
YESWAY 1178								
	FUEL	51.02	CONFERENCE & MEETINGS	101.106.265		Mingo		858 00450
1 OFFICE SOLUTION								
	LAMINATOR	298.94	OFFICE SUPPLIES	101.122.232		Goeden		858 00329
	OFFICE SUPPLIES	19.62	OFFICE SUPPLIES	201.201.232		Kortan		858 00095
	OFFICE SUPPLIES	17.87	OFFICE SUPPLIES	101.127.232		Roinstad		858 00338
	OFFICE SUPPLIES	54.44	OFFICE SUPPLIES	101.142.232		Schmidt		858 00334
		390.87	*VENDOR TOTAL					
4IMPRINT, INC								
	SUMMER READING PROGRAM	601.60	RECREATION SUPPLIES	701.701.242		Schmidt		858 00355
818 AUTO VALUE - YANKT								
	ENGINE OIL	101.61	GARAGE PARTS	801.801.249		Hespe		858 00085
	GATOR REPAIRS	11.99	REP. & MAINT. - EQUIPMEN	201.201.221		Jensen		858 00211
	MOWER REPAIRS	47.98	REP. & MAINT. - EQUIPMEN	201.201.221		Jensen		858 00372
	KUBOTA LIGHT REPAIR	10.98	REP. & MAINT. - EQUIPMEN	201.201.221		Jensen		858 00497
	FILTERS	10.58	GARAGE PARTS	801.801.249		Kulhavy		858 00287
	FILTERS	106.01	GARAGE PARTS	801.801.249		Potts		858 00227
	ENGINE COOLANT	16.47	REP. & MAINT. - EQUIPMEN	101.127.221		Ryken		858 00221
		305.62	*VENDOR TOTAL					

Credit Card Schedule of Bills

VENDOR NAME								
DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID LINE
REPORT TOTALS:	88,503.11							

RECORDS PRINTED - 000517

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
101	GENERAL FUND	27,200.61
201	PARKS AND RECREATION	20,587.35
202	HUETHER FAMILY AQUATICS CTR	9,227.24
203	SUMMIT ACTIVITY CENTER	3,945.46
204	MARNE CREEK	1,811.86
206	CEMETERY	2,916.89
208	911/DISPATCH	113.88
211	LODGING SALES TAX	362.00
506	SPECIAL CAPITAL IMPROV	877.94
601	WATER OPERATION	6,212.87
611	WASTE WATER OPERATION	7,400.92
631	SOLID WASTE	66.91
637	JOINT POWER	866.87
641	GOLF COURSE	257.56
701	LIBRARY TRUST	3,349.94
801	CENTRAL GARAGE	3,304.81
TOTAL ALL FUNDS		88,503.11

BANK RECAP:

BANK	NAME	DISBURSEMENTS
1DAK	FIRST DAKOTA NAT'L BANK CORP	88,503.11
TOTAL ALL BANKS		88,503.11

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

DATE APPROVED BY

.....

.....



OFFICE OF THE CITY MANAGER

www.cityofyankton.org

VOL. 59 NUMBER 11

Commission Information Memorandum

The Yankton City Commission meeting on Monday, June 10, 2024 will begin at 7:00 pm.

Non-Agenda Items of Interest

1) Human Resources & Employee Engagement Department Update

Applications are still being accepted for the position of Water Distribution/Wastewater Collection Operation Specialist. Interviews have been scheduled. The position is open until filled.

Ashley Hobza has been selected as the candidate to fill the position of Public Safety Administrative Assistant in the Police Department. Ashley has substantial administrative experience and will begin work on June 26.

Robert Hoefs was chosen for the Equipment Operator position in the Public Works Department. Robert has been employed with us for the last year and has great interest in learning all areas of the department. Robert's first day as Equipment Operator was June 3.

Police recruit Victor Allen began his work on Tuesday, May 28.

The position of Grounds Maintenance Worker in the Parks and Recreation Department has been accepted by Beau Lofink. Beau comes to us with extensive knowledge of ball field maintenance and he will begin work on June 10.

Limited summer seasonal positions are still open. With returning employees and applicants already accepted, some positions are full. Interested applicants can visit cityofyankton.org and click the link to our employment application.

The position of Sanitation Truck Operator has closed. Interviews are being held and a recommendation for hire will be forthcoming.

Cookies and Conversation with the City Manager was held May 29. This was an opportunity for employees to discuss questions or concerns with the City Manager.

The City of Yankton's Well 365 presentation for the month of June will focus on clearing the clutter. The goal of the presentation is to address several different areas that might be keeping your mind cluttered and address ways to clear the clutter. Clearing the clutter will help employees be more present and ensure they are able to connect with those around them.

June's wellness challenge is underway. The challenge for June is exercise. Employees who are participating are asked to exercise for at least 45 minutes per day for 20 out of 30 days in June. Employees will track their exercise and submit their log at the end of the month to be entered into a drawing for a prize.

2) Community & Economic Development Department Update

With the primary election season over, it is a good time to review temporary signage rules in the City of Yankton. Election campaign signs are temporary signs that may be placed up to 75 days before an event and must be removed 7 days after the event. For the primary election that means all election campaign signage must be removed by June 11, 2024. Signage for the general election on November 5, 2024 may be placed on or after August 22, 2024. This restriction on temporary signage is consistent with HB 1069 which will become law on July 1, 2024 and is less restrictive than South Dakota Codified Law permits. To help reduce confusion, the City of Yankton is reaching out by mail to all legislative candidates and local political parties. The mailing will include our brochure providing guidance on the placement of temporary signage.

You will notice that other than the amounts and other brief descriptions, all three of the memorandums and resolutions for the Tax Increment Districts (TID) are very similar. This is intentional because they are all based on the need for workforce housing in Yankton, and the Department of Revenue (DOR) thoroughly reviews all TID related documents. The documents in your packet reflect the types of comments and formats the DOR has accepted in the past. The important thing to remember with these TID's is that they are performance-based projects planned by private developers.

3) Police Department Update

With the warmer weather Riverside Park has become a hangout for some of our population to drink and cause problems. Staff is aware and we are taking a stance that we will not have any tolerance for any City Ordinance violations or State Law violations. We will also assist in enforcing policies of the Parks Department if facilities are not being used for their intended purpose.

Safety City at Calvary Baptist Church began last week and officers stopped in to visit with the kids as time permitted. On June 5th, officers stopped out to show the kids the inside of the patrol car. This is a fun summer program because these kids enjoy seeing police officers and getting a chance to sit in a police car with the lights and siren on.

On June 6th, Chief Foote and Sgt. Bruening gave a presentation at the Mental Wellness Conference about understanding Officer Mental Health and the steps the Yankton Police Department has taken to work on hiring and retention of officers by focusing on mental health.

June 7th is the official Signing Day at Southeast Tech. Chief Foote and Commander Rothenberger will be traveling to Sioux Falls to support our Build Dakota Scholarship winner Tommy Brinkerhoff. Tommy will be recognized and have an orientation day after a brief program. We are excited to see how Tommy grows over the next couple years while he is in school.

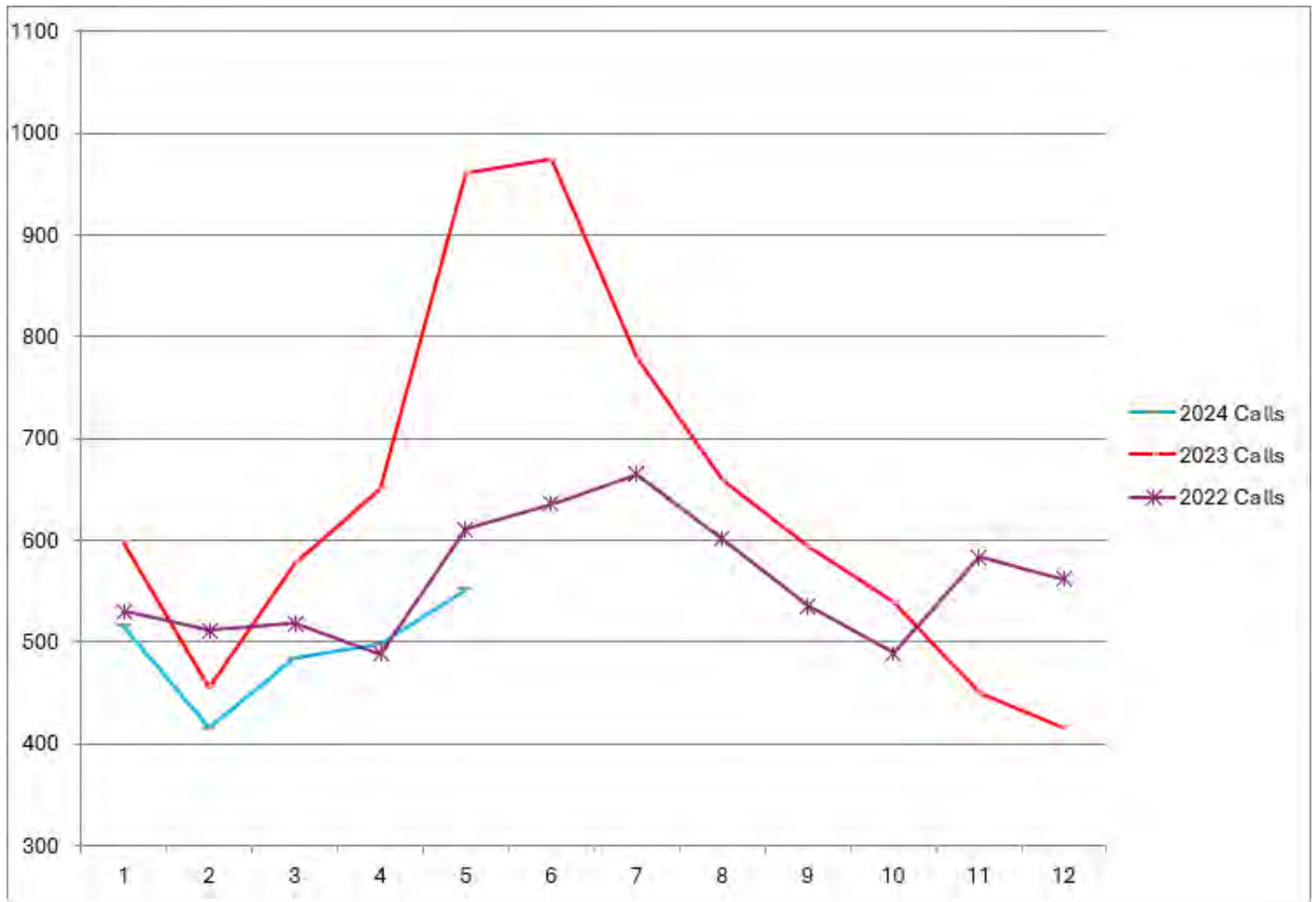
4) Parks & Recreation Department Update Parks & Recreation Department Update

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

5) Information & Technology Services Department Update

The US Department of Justice has issued a new rule on government content accessibility for websites or mobile applications. The new rule lays out technical requirements to ensure government content is readily accessible to and usable by individuals with disabilities. This includes text, images, sounds, videos, controls, animations, and electronic documents. The new rule change means DOJ can now bring action against state and local government agencies that fail to meet ADA requirements for online services. Upgrades to government websites and applications must be made within two years of the publication of the rule for jurisdictions of 50,000 residents or more. Smaller jurisdictions have three years to comply. More information can be found in this fact sheet. Fact Sheet: New Rule on the Accessibility of Web Content and Mobile Apps Provided by State and Local Governments | ADA.gov

911 calls thru May are about 24% under the record setting 2023.



6) Environmental Services Department Update

The City of Yankton hosted a water and wastewater operator training class on June 4, sponsored by the Midwest Assistance Program at the water plant. City staff gave presentations and facility tours. Operators received five hours of continuing education units. Approximately 15 operators from South Dakota and Nebraska attended.

The electrical switch gear was delivered to the wastewater plant. The electrical switch gear had been on backorder for over a year. John T. Jones and the electrical sub-contractor anticipate finishing the EDA project within the next month.

Harn R/O Systems, Inc. was onsite at the water treatment plant to conduct a chemical clean in place (CCIP) of the reverse osmosis (RO) membranes. Several sections of the membrane were removed and sent in for analysis. The analysis will be used to determine the future cleaning requirements. This is the only second CCIP required on the membranes. The original cost comparisons estimated an annual or biannual requirement for CCIP.

7) Finance Department Update

The 2023 financial audit is ongoing. Auditors from Williams & Company P.C. were in-house May 20-21 to begin the auditing process which involved reviewing paperwork and interviewing staff. As it is early in the auditing process, the timeline for the final draft is unknown at this time.

The Finance Office has been working on processing restaurant licenses for the July 1, 2024 to June 30, 2025 period.

The 2024 Special Assessment Roll for Nuisance Abatement was sent out at the end of April. The assessments may be paid without interest on or before June 12, 2024.

The Finance Officer and Deputy Finance Officer will be attending the annual SD Governmental Finance Officers' School which will be held in Spearfish June 12-14.

8) Public Works Department Update

Street Department crews are replacing curb and gutter and asphalt patching at various locations throughout the City. The Cedar Street and Walnut Street railroad crossings are now back open to traffic. Crews continue street sweeping and mowing.

21st Street from West City Limits Road to Summit Street

The installation of water main is complete. The project is now at the paving phase. Masonry Components has been on site and have started grade work and completed fillets and miscellaneous concrete work at the Kellen Gross Drive intersection. Main line paving will begin next.

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

The bid opening for this project was June 4th. The recommendation of award is included in this packet agenda.

Karen Drive/Bradley Street/Valley Road Water Main Replacement

The bid opening for this project was held May 23rd. The bids came in quite a bit higher than expected. Staff recommendation is included in this packet agenda.

8th Street from Burleigh Street to Peninah Street

The contractor has indicated that this project will not begin until later in the season.

Westside Park Pond Improvements

The clay material and rock around the edges of the pond and retaining wall areas have been reinstalled. The plantings and landscaping outside of the pond area are being reestablished. The contractor continues to add water to the pond with no issues.

Gehl Drive Extension

The grading for this project is underway as there is a substantial amount of material to be moved. Underground utility installation is scheduled to start this month.

Active Transportation

City Engineering staff has completed surveys at the two locations at which sidewalk installation is proposed. Those two locations are the east side of Mulberry Street, from 21st Street to James Place, and on the east side of Burleigh Street, at Rotary Park. Design for the locations is in the review stage.

9) Fire Department Update

The Yankton Fire Department launched its summer community risk reduction activities with Safety City on June 5. This program focuses on educating residents, especially children, about fire safety and prevention.

Chief Linke and Deputy Chief Prendable participated in Yankton Farm Safety Day on June 7. Additionally, we hosted “Fire Friday” at Stewart School, coinciding with regular lunch schedules at elementary schools. This event provided an excellent opportunity for outreach and engagement with students.

Over the summer months, you will notice increased outdoor training involving fire apparatus. Our predominantly volunteer staff is committed to being well-prepared for any situation. Given fluctuations in staff availability, it is essential that as many members as possible are trained in various roles.

The Yankton Fire Department remains dedicated to saving lives. We prioritize thorough searches of all occupancies and swift water deployment during fires.

10) Library Update

Our Party in the Park Summer Reading Kick Off Event on June 3 was a great success! This partnership with Yankton Parks & Rec brought in a great crowd despite the heat! It was so fun to see so many people enjoying the animals, art and fun at the event. The library tables were busy signing individuals up for the summer reading program, and handing out registration bags and coupons for free treats. It was also a great opportunity for some of our Friends and Foundation members to be able to visit with the public about what they do the help support the library.

Another partnership with Parks & Rec we are excited to begin this summer is Pool Storytime. Each Thursday at 10:30 A.M. during June and July, we will be meeting at the Huether Family Aquatics Center for preschool storytime. Families get free entry into Pool Storytime with a library card or pay just \$1 per person. After engaging stories, songs, activities and water play, families are welcome to stay and swim for the day.

For the second year, we are checking out passes to the Huether Family Aquatics Center with an adult library card. We have made some adjustments after last year to try to allow for more families to be able to use this great resource! The library receives 150 passes each month. An

adult can check out one pass per month which is good for one day entry for up to two adults and six children. We received so much positive feedback about this program last year and look forward to offering this opportunity again this year. With lots to explore in our own backyard, you can also check out passes to the Summit Activities Center, a SD State Park Pass, and a Mead Museum Pass with your library card!

11) Monthly reports

The Building and Salary monthly reports are included for your review.

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

Sincerely,

Amy Leon
City Manager

Commission Information Memorandum

PARKS AND RECREATION DEPARTMENT

SUMMIT ACTIVITIES CENTER and RECREATION PROGRAMS

Summit Activities Center Membership Information:

	Members			Memberships
	Current	Last	Change	Current
○ Active & Fit/Renew Active/Silver Sneakers	200	194	6	200
○ Adult Annual	83	86	-3	83
○ Adult Annual plus 1	44	44	0	22
○ Adult Annual plus 2	15	12	3	5
○ Adult Annual plus 3	4	4	0	1
○ Adult Annual plus 4	5	5	0	1
○ Adult Annual plus 5	6	6	0	1
○ Adult Annual plus 6	0	0	0	0
○ Adult EFT	25	25	0	25
○ Adult EFT plus 1	28	28	0	14
○ Adult EFT plus 2	3	3	0	1
○ Adult EFT plus 3	8	8	0	2
○ Adult EFT plus 4	0	0	0	0
○ Adult EFT plus 5	6	6	0	1
○ Adult EFT plus 6	0	0	0	0
○ Adult Monthly	113	133	-20	113
○ Adult Monthly plus 1	38	36	2	19
○ Adult Monthly plus 2	9	18	-9	3
○ Adult Monthly plus 3	0	4	-4	0
○ Adult Monthly plus 4	5	5	0	1
○ Adult Monthly plus 5	0	0	0	0
○ Adult Monthly plus 6	0	0	0	0
○ City of Yankton Single	62	58	4	62
○ Firefighter Single	18	18	0	18
○ 10 Use Punch card	55	53	2	55
○ Radio	25	41	-16	25
○ Youth Annual	29	30	-1	29
○ Youth EFT	0	0	0	0
○ Youth Monthly	57	57	0	57
Total # of Active Memberships	838	874	-36	738

- Attendance – 2,449 (2,449 SAC) no GL usage numbers at the time of this report for the last half of May. Compared to 2,775 (2,010 SAC, 765 GL) in May of 2023.
Totals for the month 6,124 (4,921 SAC, 1,203 GL) compared to 5,704 (4,093 SAC, 1,611 GL) in May 2023. GL usage numbers in the second half of May will need to be added in for the total month of May comparison.
- Total Huether Family Aquatics Center Passes Sold: 1,962 (2,334 – 2023)
- Total Cash Revenue at the SAC 5/16-31/24 – \$46,469.04/ and for the month of May \$75,566.13 compared to \$54,484.69/\$82,165.40 in May 2023
- Great Life Reimbursement Payment:
 - April 2024: \$3,954.00 (\$2,826.00 – April 2023)

Monday, May 20, 2024

- **No School Special 12-5pm**
 - Participants – 42 paid. Members and GL members free.

Tuesday, May 21, 2024

- **No School Special 12-5pm**
 - Participants – 50 paid. Members and GL members free.

Wednesday, May 22, 2024

- **No School Special 12-5pm**
 - Participants – 24 paid. Members and GL members free.

Thursday, May 23, 2024

- **No School Special 12-5pm**
 - Participants – 35 paid. Members and GL members free.

Friday, May 24, 2024

- **No School Special 12-5pm**
 - Participants – 40 .paid. Members and GL members free.

May 25-31, 2024 HFAC Library Passes

	Adults	kids	coupon
5/25/2024	2	5	1
5/26/2024			
5/27/2024	4	9	3
5/28/2024	4	2	2
5/29/2024	6	14	4
5/30/2024	3	5	2
5/31/2024	5	10	4

Additional Information for Second Half of May:

- **Aqua Zumba**
 - Participation – 55 Participants (104 for the Month)
- **Barre**
 - Participation – 6 Participants (12 for the Month)
- **Power Abs**
 - Participation – 40 Participants (84 for the Month)
- **Power Yoga**
 - Participation – 22 Participants (43 for the Month)
- **Prime Time Senior Class**
 - Participation – 42 Participants (116 for the Month)
- **Strength & Flexibility**
 - Participation – 47 Participants (87 for the Month)
- **Tabata**
 - Participation – 39 Participants (158 for the Month)
- **Trim & Tone**
 - Participation – 33 Participants (60 for the Month)
- **Turbo Kick**
 - Participation – 0 Participants (0 for the Month)
- **Wake UP**
 - Participation – 22 Participants (39 for the Month)
- **Water Aerobics Classes**
 - Participation – 111 Participants (211 for the Month)
- **Yoga**
 - Participation – 11 Participants (35 for the Month)
- **Zumba**
 - Participation – 24 Participants (50 for the Month)
- **Zumba Gold**
 - Participation – 67 Participants (129 for the Month)
- **Zumba Toning**
 - Participation – 17 Participants (25 for the Month)
- **Birthday Party Rentals**
 - Participation – 0 Birthday Parties (4 for the Month)

- **Private Pool Party Rentals**
 - Hours Rented – 2 Hours (8 for the Month)
- **Auxiliary/Main Gym Rentals**
 - Hours Rented – 0 Hours (0 for the Month)
- **Theater Rentals**
 - Hours Rented – 0 Hours (40 for the Month)
- **Meeting Rooms**
 - Hours Rented – 0 Hours (0 for the Month)
- **City Hall Rentals**
 - Hours Rented – 5 Hours (9 for the Month)
- **Capital Building Rentals**
 - Days Rented – 7 Rental
- **Park Shelters**
 - Riverside - 13 Rentals
 - Memorial – 3 Rentals
 - Westside – 0 Rental
 - Meridian Bridge – 0 Rental

PARKS

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

Luke is working on the All-American 4th of July Celebration and fireworks show for July 4th. It is in conjunction with the Meridian Bridge Centennial Celebration. There will also be concerts and events on Friday night, July 5th.

Luke has prepared the Thursday nights' Music at the Meridian concert series for July and August. The first night is Thursday, July 4th, in conjunction with the annual fireworks show.

Lisa Kortan and her staff are installing the flower baskets on the downtown light poles. The planters along Douglas and the large round planters in the downtown area are being planted with annuals. The Fantle Memorial Park flower planter on the southwest corner of the park will also be planted with annuals.

Luke Youmans, Jordan Groves, and Sonya Wattier prepared The Huether Family Aquatics Center for the 2024 summer season. The first day of operation was Saturday, May 25.

Riverside Park was prepared for the Yankton Area Arts Kids' Fest and the first night of the community band performance on Tuesday, May 28.

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

The Parks Department will be digging holes and installing posts for the renovated batting cages both at Sertoma North and Sertoma 4-plex. This will take place as summer seasonal staff are added to free up full-time staff to work on projects.

The Parks Staff have installed some new Welcome to Yankton signs in a few heavily visited areas of our parks. The new signs have a QR code that takes people to the Parks webpage. The signs also have a QR code for Visit Yankton to take people to their visitor's webpage.

The Trails staff have installed some new Auld-Brokaw trail signs in a few of the most used on/off areas of the trail system. The new signs have a QR code that takes people to the interactive map of all the trails in the Yankton region.

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

The Parks Staff has and will move bleachers, benches, trash cans, and other items for youth baseball, youth softball, youth soccer, swim team, and other special community events (such as Ribfest) which will be taking place in Yankton on weekends in June and July.

City of Yankton Building Report

Permits Issued in the month of May, 2024

Issue Date	Permit #	Owner Name & Address	Use	Valuation	Contractor Name & Address	Fees
05/01/2024	BLDG-24-0068	KNOFF, DAVID D 2014 ROBERTS ST	Exterior-Siding	\$54,000.00	Deroos Renovations 906 First St CROFTON, NE 68730	\$20.00
05/02/2024	BLDG-24-0069	CARR, JAMES F 901 SPRUCE ST	Exterior-Roofing	\$14,500.00	H & H Roofing 1600 Whiting Drive YANKTON, SD 57078	\$20.00
05/02/2024	BLDG-24-0070	BECKER PROPERTIES LLC 1702 BROADWAY AVE	Commercial - Addition - Office	\$60,000.00	JANS CORPORATION 4700 N. WESTPORT AVE. SIOUX FALLS, SD 57107	\$237.00
05/03/2024	BLDG-24-0071	OLSON, DOUGLAS J 505 PEARL ST	Exterior-Siding/Door	\$5,000.00	OLSON, DOUGLAS J 416 EAST 5 ST YANKTON, SD 57078	\$20.00
05/03/2024	BLDG-24-0072	KN CONSTRUCTION INC 1602 W 26 Street	Single Family Home - New	\$162,131.60	KN CONSTRUCTION INC 27297 WETLAND RD HARRISBURG, SD 57032	\$431.50
05/06/2024	BLDG-24-0073	J & J FITZ LLC 801 BROADWAY AVE	Commercial - Alteration/Repair	\$10,000.00	Drotzmann Construction P.O. Box 161 Yankton, SD 57078	\$64.50
05/06/2024	BLDG-24-0074	GADEKEN, CHRISTOPHER A 109 ANNA ST	Single Family Home - Alteration/Repair- Deck	\$21,273.00	CNE Construction LLC 403 TULIP LANE YANKTON, SD 57078	\$112.50
05/06/2024	BLDG-24-0075	Majerus, Billy 305 GOLF LN	Exterior- Windows/door	\$10,000.00	Majerus, Billy 305 Golf Lane YANKTON, SD 57078	\$20.00
05/07/2024	BLDG-24-0076	Kauffman, Nelson 301 MURPHY LN	ExteriorWindows/Doo rs/Egress	\$3,500.00	Kauffman, Nelson 301 murphy lane YANKTON, SD 57078	\$0.00
05/08/2024	BLDG-24-0077	Sacred Heart Catholic Church 504 CAPITAL ST	Commercial - Alteration/Repair- Sanctuary Remodel	\$1,800,500.00	Welfl Construction 800 W. 23rd St. Yankton, SD 57078	\$2,888.50
05/08/2024	BLDG-24-0078	SAWATZKE, LANE 2000 Summit Av. #1	Commercial - New	\$485,000.00	JOHANNESON CONTRACTING INC 2400 WEST CITY LIMITS RD STE F YANKTON, SD 57078	\$914.50
05/09/2024	BLDG-24-0079	KIRBY HOFER CONST CO INC 3001 Wedgewood Dr.	Single Family Home - New	\$471,046.40	Kirby Hofer Construction 30992 430th Ave. Tabor, SD 57063	\$895.00

05/10/2024	BLDG-24-0080	EDLER, KAREN K 1101 YVONNE DR	Extra Territorial Jurisdiction-garage	\$65,000.00	EDLER, KAREN 1101 YVONNE DR YANKTON, SD 57078	\$25.00
05/10/2024	BLDG-24-0081	HAMILTON, SHERRI L 106 JAMES PL	Exterior-Siding/Door	\$5,000.00	HAMILTON, SHERRI L 106 JAMES PL YANKTON, SD 57078	\$20.00
05/13/2024	BLDG-24-0082	RICHARDSON DEVELOPMENT LLC 221 CAPITAL ST	Commercial - Alteration/Repair- Entry	\$5,000.00	Drotzmann Construction P.O. Box 161 Yankton, SD 57078	\$44.50
05/14/2024	BLDG-24-0083	LARRY'S RENTALS LLP 310 PEARL ST	Single Family Home - New- Foundation	\$15,000.00	Lance Anderson Construction 906 W. 19th St. Yankton, SD 57078	\$84.50
05/15/2024	BLDG-24-0084	MULTI-CENTER INVESTMENTS 2007 BROADWAY AVE	Commercial - Alteration/Repair- remodel	\$355,000.00	K & M Construction 5405 W Sherwood Rd NORFOLK, NE 68701	\$719.50
05/15/2024	BLDG-24-0085	SORENSEN, JOHN G 1209 WEST 11 ST	Exterior-Roofing	\$5,000.00	SORENSEN, JOHN G 1209 WEST 11 ST YANKTON, SD 57078	\$20.00
05/15/2024	BLDG-24-0086	STEFFEN, RAYMOND P 505 BURLEIGH ST	Exterior-Roofing	\$7,800.00	Williams Brothers Construction 2901 Adkins Dr. Yankton, SD 57078	\$20.00
05/20/2024	BLDG-24-0087	HATHAWAY, CHRIS REV TRUST 607 REGAL DR	Exterior-Roofing	\$35,000.00	H & H Roofing 1600 Whiting Drive YANKTON, SD 57078	\$20.00
05/20/2024	BLDG-24-0088	Capitol Hills Condo 2505 CAPITOL ST	Commercial - Alteration/Repair- Roofing	\$44,000.00	H & H Roofing 1600 Whiting Drive YANKTON, SD 57078	\$191.00
05/20/2024	BLDG-24-0089	BENSON, ZACHARY E 1603 DAKOTA ST	Exterior-Roofing	\$16,775.00	H & H Roofing 1600 Whiting Drive YANKTON, SD 57078	\$20.00
05/21/2024	BLDG-24-0090	SCHWANS, MICHAEL 3207 MULLIGAN DR	Single Family Home - Alteration/Repair- Deck	\$3,200.00	SCHWANS, MICHAEL 3207 MULLIGAN DR YANKTON, SD 57078	\$40.50
05/22/2024	BLDG-24-0091	Humphries, Brian 910 PICOTTE ST	Single Family Home - Accessory Structure- Garage	\$26,500.00	SCHMITS CONSTRUCTION 102 TOOTYS AVENUE YANKTON, SD 57078	\$131.50
05/22/2024	BLDG-24-0092	PERRY, DAVID A 1915 CEDAR ST	Exterior-Roofing	\$15,985.00	1-800-Hansons 977 E. 14 Mile Rd TROY, MI 48083	\$20.00
05/22/2024	BLDG-24-0093	ADAMSON, TIMOTHY LEE 809 CEDAR ST	Single Family Home - Accessory Structure- Garage	\$42,000.00	ADAMSON, TIMOTHY LEE 22427 NORTH 22 WAY PHOENIX, AZ 85024	\$184.00
05/23/2024	BLDG-24-0094	KORUS, DANIEL M 800 EAST 4 ST	Commercial - Alteration/Repair- Remodel	\$70,000.00	LOTZ, ERIC CHRISTOPHER 1205 EAST 39 ST YANKTON, SD 57078	\$262.00

05/23/2024	BLDG-24-0095	MATUSKA, DOUGLAS REV TRUST 2503 COLTON AVE	Single Family Home - Alteration/Repair- Deck	\$3,800.00	Double Z Construction 304 Greenview Dr. YANKTON, SD 57078	\$40.50
05/23/2024	BLDG-24-0096	BUTLER, TIMOTHY A 1310 MULBERRY ST	Exterior- Siding/windows	\$22,000.00	Jimmy B's Carpentry 2906 Master Avenue YANKTON, SD 57078	\$0.00
05/24/2024	BLDG-24-0097	LARRY'S RENTALS LLP 511 WEST 4 ST	Commercial - Addition-Steel Building	\$94,600.00	JAMES STEEL 3608 E. SD HWY 50 YANKTON, SD 57078	\$324.50
05/24/2024	BLDG-24-0098	WIESELER, NICHOLAS B 1506 WALNUT ST	Exterior-Roofing	\$4,000.00	WIESELER, NICHOLAS B 1506 WALNUT ST YANKTON, SD 57078	\$20.00
05/30/2024	BLDG-24-0099	HAGEMANN, JOHN R K 2604 PINE ST	Single Family Home - Addition -Deck	\$18,000.00	HAGEMANN, JOHN R K 2604 Pine Street YANKTON, SD 57078	\$96.50

(May 2024) Total Valuation: \$3,950,611.00

Total Fees: \$7,907.50

(May 2023) Total Valuation: \$2,968,488.00

(2024) to Date Valuation: \$12,797,889.88

(2023) to Date Valuation: \$44,162,376.30

Salaries by Department: May 2024

ADMINISTRATION	\$61,890.00
FINANCE	\$34,346.47
COMMUNITY DEVELOPMENT	\$31,756.60
POLICE/DISPATCH	\$232,141.47
FIRE	\$13,692.47
ENGINEERING / SR. CITIZENS	\$64,248.38
STREETS	\$54,295.59
TRAFFIC CONTROL	\$13,131.01
LIBRARY	\$39,862.70
PARKS / SAC	\$94,913.62
HUETHER AQUATICS	\$2,435.75
MARNE CREEK	\$3,998.60
CEMETERY	\$8,074.95
WATER	\$65,056.27
WASTEWATER	\$44,536.37
SOLID WASTE	\$33,271.97
JOINT POWERS	\$25,773.86
CENTRAL GARAGE	\$9,378.87
	\$832,804.95

Personnel Changes

New Hires

City Commission: David Carda, Commissioner, \$586.45/mo; Public Works Department: Owen Mersch, Engineering Technician/Project Manager, \$2,462.30 biweekly; Finance Department: Kayla Giggee, Finance Generalist, \$1,876.69 biweekly; Police Department: Police Officer, \$2,234.11 biweekly; Parks, Recreation and City Events Department: Delaney Youmans, Cashier, \$12.00/hr; Emily Monier, Cashier, \$26.00/game; Bailey Mines, Water Park Attendant, \$13.00/hr; Emma Herrboldt, Water Park Attendant, \$13.00/hr; Presley Sedlacek, Water Park Attendant, \$13.00/hr; Annie Baumann, Water Park Attendant, \$13.00/hr; Natalee Steffen, Water Park Attendant, \$13.00/hr; Halle Wortmann, Water Park Attendant, \$13.00/hr; Kylan O'Connor, Park Maintenance, \$16.50/hr; Thomas Reardon, Park Maintenance, \$16.50/hr; Ryan Stapish, Park Maintenance, \$16.50/hr; Brenna Cuka, Cashier, \$12.00/hr; Brooklynn King, Cashier, \$12.00/hr; Harper Den Herder, Lifeguard, \$14.00/hr; Faye Ireland, Lifeguard, \$14.00/hr; Trey Tramp, Lifeguard, \$14.00/hr; Camden Pietz, Lifeguard, \$14.00/hr; Gracie Gutzmann, Lifeguard, \$14.00/hr; Taeya Kennedy, Lifeguard, \$14.00/hr; Madeline Wintz, Lifeguard, \$14.00/hr; Vera Loecker, Cashier, \$12.00/hr; Jada Johnson, Cashier, \$12.00/hr; Hannah Kathol, Cashier, \$12.00/hr; Aubrey Stotz, Cashier, \$12.00/hr; Zoey Weigel, Youth Program Instructor, \$14.00/hr; David Wells, Official, \$26.00/game; Paul Black, Official, \$26.00/game; Police Department, Jonathan Carlstedt, Police Intern, \$18.00/hr; Housing Department: Kellee Kuehn, PT Housing Office Assistant, \$16.25/hr.

Wage Changes

Parks, Recreation and City Events Department: Mya Johnson, Cashier/Slide Attendant, \$14.00 to \$15.00/hr; Naveah Leonard, Water Park Attendant, \$14.00 to \$15.00/hr; Jackson Wintz, Water Park Attendant, \$14.00 to \$15.00/hr; Lucas Kampshoff, Water Park Attendant, \$14.00 to \$15.00/hr; Benjamin Hebda, Water Park Attendant, \$13.00 to \$14.00/hr; Matthew Sheldon, Water Park Attendant, \$14.00 to \$15.00/hr; Molly Savey, Water Park Attendant, \$14.00 to \$15.00/hr; Frances Kouri, Water Park Attendant, \$15.00 to \$16.00/hr; Claire Osborne, Cashier, \$12.50 to \$13.50/hr; Addison Brodeur, Cashier, \$12.00 to \$13.00/hr; Kate Fanta, Cashier, \$12.00 to \$13.00/hr; Cami Buehlmann, Cashier, \$12.00 to \$13.00/hr; Carly Sternhagen, Cashier, \$12.00 to \$13.00/hr; Mark Kathol, Cashier, \$14.00 to \$15.00/hr; Ava Dryden, Cashier, \$12.00 to \$13.00/hr; Abram Chance, Cashier, \$14.00 to \$15.00/hr; Sam Slowey, Cashier, \$12.00 to \$13.00/hr; Hayley Van Essen, Cashier, \$12.00 to \$13.00/hr; Traci Peterson, Cashier, \$15.00 to \$16.00/hr; Tryker Myers, Cashier, \$12.00 to \$13.00/hr; Tyson Prouty, Cashier, \$15.00 to \$16.00/hr; Karson Kral, Cashier, \$12.00 to \$13.00/hr; Sienna Cuka, Cashier, \$12.00 to \$13.00/hr; Tate Beste, Cashier, \$12.00 to \$13.00/hr; Alexa Suing, Cashier, \$12.00 to \$13.00/hr; Rosina Phillips, Cashier, \$12.00 to \$13.00/hr; Deiken Johnson, Cashier, \$12.00 to \$13.00/hr; Claire Noehren, Cashier, \$12.00 to \$13.00/hr; Cayson Ward, Cashier, \$12.00 to \$13.00/hr; Auviana Seiler, Cashier, \$12.00 to \$13.00/hr; Samuel Gokie, Cashier, \$12.00 to \$13.00/hr; Brianna Berger, Lifeguard, \$17.00 to \$18.00/hr; Melania Enfield, Lifeguard, \$14.00 to \$15.00/hr; Brie Luken, Lifeguard, \$14.00 to \$15.00/hr; Micah Maska, Lifeguard, \$14.00 to \$15.00/hr; Eva Paulson, Lifeguard, \$14.00 to \$15.00/hr; Abigail Schmidt, Lifeguard, \$17.25 to \$18.25/hr; Jordan Houdek, Lifeguard, \$17.00 to \$18.00/hr; Olivia Wintz, Lifeguard, \$14.00 to \$15.00/hr; Isabelle Wintz, Lifeguard, \$14.00 to \$15.00/hr; Zayne Schramm, Lifeguard, \$14.00 to \$15.00/hr; Jackson Slowey, Lifeguard, \$16.00 to \$17.00; Joshua Stapish, Lifeguard, \$14.00 to \$15.00/hr; Emily Tramp, Lifeguard, \$14.00 to \$15.00/hr; Braxton Adams, Lifeguard, \$14.00 to \$15.00/hr; Hunter Cotton, Lifeguard, \$16.00 to \$17.00/hr; Max Diedrichsen, Lifeguard, \$16.00 to \$17.00/hr; Chayse Drotzmann, Lifeguard, \$17.00 to \$18.00/hr; Emma Eichacker, Lifeguard, \$17.00 to \$18.00/hr; Kaylee Goeden, Lifeguard, \$14.00 to \$15.00/hr; Kobe Koletzky, Lifeguard, \$14.00 to \$15.00/hr; Natalie Konrad, Lifeguard, \$14.00 to \$15.00/hr; Claire Kramer, Lifeguard, \$14.00 to \$15.00/hr; Christian Mickelson, Lifeguard, \$14.00 to \$15.00/hr; Taylor Wenzlaff, Lifeguard, \$16.00 to \$17.00/hr; Lucan Feimer, Lifeguard, \$14.00 to \$15.00/hr; Courtney Pinkelman, Lifeguard, \$16.00 to \$17.00/hr; Taylor Olson, Lifeguard/Summer Program Instructor, \$16.00 to \$17.00/hr; Timothy Merchen, Lifeguard, \$15.25 to \$16.25; Jaden Plooster, \$17.00 to \$18.00/hr; Kevin Kuhl, Lifeguard, \$16.00 to \$17.00/hr; Douglas Sharples-Schmidt, Lifeguard, \$13.25 to \$14.25; Andrew Sharples-Schmidt, Lifeguard, \$13.25 to \$14.25; Camille McDermott, Lifeguard, \$17.00 to \$18.00/hr; Lauren Tereshinski, Lifeguard, \$17.00 to \$18.00/hr; Sarah Liebig, Lifeguard, \$16.00 to \$17.00/hr; Hannah Jussel, Lifeguard, \$17.25 to \$18.25/hr; Elizabeth Logue, Lifeguard, \$16.00 to \$17.00/hr; Tatum Hohenthauer, Lifeguard, \$17.00 to \$18.00/hr; Lily Diedrichsen, Lifeguard, \$17.25 to \$18.25/hr; Ella Brummer, Lifeguard, \$16.00 to \$17.00/hr; Kamrynn Brumbaugh, Lifeguard, \$13.00 to \$14.00/hr; Timothy Upton, Lifeguard, \$17.00 to \$18.00/hr; Chloe McDermott, Lifeguard, \$17.25 to \$18.25/hr; Olivia Schmidt, Lifeguard Manager, \$19.00 to \$20.00/hr; Rori Schmidt, Lifeguard Manager, \$18.00 to \$19.00; Coleman Frank, Lifeguard Manager, \$19.00 to \$20.00/hr; Rachel Houdek, Facility Manager, \$22.00 to \$23.00/hr; Hannah Tramp, Lifeguard Manager, \$18.00 to \$19.00/hr; Carson Haak, Facility Manager, \$20.00 to \$21.00/hr; Kendra Horsley, Official, \$25.00 to \$26.00/game; Tyler Hudson, Official, \$25.00 to \$26.00/game; Jordan Houdek, Official, \$25.00 to \$26.00/game; Brian Fejfar, Official, \$25.00 to \$26.00/game; Alysha Davis, Official, \$25.00 to \$26.00/game; Cassidy Shubert, Official, \$25.00 to \$26.00/game; Brandon Ester, Official, \$25.00 to \$26.00/game; Allyson Pavel, Official, \$25.00 to \$26.00/game; Megan Cotton, Official, \$25.00 to \$26.00/game; Jordyn Fischer, Official, \$25.00 to \$26.00/game; Jaycee Fischer, Official, \$25.00 to \$26.00/game; Elliot Burns, Flower Maintenance- Summer, \$17.25 to \$18.00/hr; Owen Phillips, Trail Maintenance, \$14.50 to \$16.50/hr; Amanda Mohr, Park Maintenance, \$14.00 to \$17.00; John Zilla, Park Maintenance, \$15.00 to \$17.00/hr; Logan Pinkelman, Aquatics Technician, \$15.00 to \$17.00/hr; Cohen

Pietz, Park Maintenance, \$13.00 to \$16.50/hr; Melissa Hagedorn, Urban Forestry Summer, \$13.50 to \$16.50/hr; Ellie Karolevitz, Intern, \$15.00 to \$16.00/hr; Jordyn Fischer, Youth Program Instructor, \$13.50 to \$14.00/hr; Jaycee Fischer, Youth Program Instructor, \$13.50 to \$14.00/hr; Maggie Schaefer, Youth Program Instructor, \$14.00 to \$14.25/hr; Public Works Department: John VerHeul, Solid Waste Seasonal, \$15.50 to \$16.50/hr; Adam Kurtenbach, Airport Maintenance, \$14.50 to \$14.75;

Position Changes

Savannah Frank, Lifeguard to Lifeguard Manager, \$17.00/hr to \$20.00/hr; Tanner Rohde, Lifeguard to Lifeguard Manager, \$15.00 to \$18.00/hr; Kaylor Luellman, Water Park Attendant to Lifeguard, \$12.00 to \$14.00; Caden Wieman, Water Park Attendant to Lifeguard, \$14.00 to \$16.00/hr; Karalyn Koerner, Cashier to Lifeguard, \$12.00 to \$14.00/hr; Isabella, Cashier to Water Park Attendant, \$12.00 to \$14.00/hr; Bergen O'Brien, Cashier to Facility Manager, \$15.00 to \$18.00/hr;

Publishing Dates: June 13th and June 20th, 2024

NOTICE TO BIDDERS

Sealed bids will be received for the City Commission of the City of Yankton, South Dakota, at the office of the City Finance Officer of the City until 3:00 PM or may be hand delivered to the City Finance Office drop-box by 3:00 PM on the 27th day of June, 2024 at which time they will be publicly opened and read at Second Floor Meeting Room A at 416 Walnut Street.

Disposition of said bid will be held on the 8th day of July, 2024, at 7:00 P.M. in the City of Yankton Community Meeting Room located in the Career Manufacturing Technical Education Academy at 1200 W. 21st Street, Yankton, South Dakota.

Bids will be received on the following:

ANNUAL SUPPLY OF TRANSPORT – TANKWAGON PETROLEUM PRODUCTS

Copies of the specifications may be obtained at the Office of the Manager of Public Works, 700 Levee Street, Yankton, South Dakota 57078 or by telephoning (605) 668-5211.

All bids must be submitted on forms provided by the City of Yankton.

The City of Yankton, South Dakota reserves the right to reject any or all bids and to waive any informalities therein to determine which is the best and the lowest bid, and to approve the bond, if required.

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

Date: June 4, 2024

-THE CITY OF YANKTON IS AN EQUAL OPPORTUNITY EMPLOYER-

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 for a new Retail (On-off sale) Malt Beverage & SD Farm Wine effective July 1, 2024 from Kourtney Erickson dba Korkykaybites LLC, 101 Douglas Avenue.

NOTICE IS FURTHER GIVEN that a Public Hearing upon the application will be held on Monday June 24, 2024 at 7:00 p.m. in the City of Yankton Community Meeting Room at the Career Manufacturing Technical Education Academy, 1200 West 21st Street, Yankton, SD, 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 10th day of June, 2024.

A handwritten signature in cursive script that reads "Lisa Yardley".

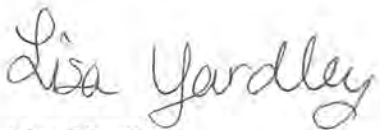
Lisa Yardley
FINANCE OFFICER

NOTICE OF HEARING UPON APPLICATION
FOR SALE OF ALCOHOLIC BEVERAGES

NOTICE IS HEREBY GIVEN that two applications have been received by the Board of City Commissioners of the City of Yankton, South Dakota, for Special On-sale Liquor Licenses from Ben's Brewing Co, 222 W 3rd St, for Music at the Meridian dates at Riverside Park: July 4, July 5, and August 8; and for dates at The Lawn: July 11, July 18, July 25, and August 1, 2024.

NOTICE IS FURTHER GIVEN that a public hearing on the applications will be held on Monday, June 24, 2024 at 7:00 p.m. in the City of Yankton Community Meeting Room at the Career Manufacturing Technical Education Academy, 1200 West 21st Street, Yankton, South Dakota, where any person or persons interested in the approval or rejection of the above application may appear and be heard.

Dated at Yankton, South Dakota
This 10th day of June, 2024.



Lisa Yardley
FINANCE OFFICER

Memorandum #24-124

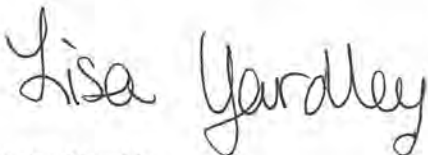
To: City Manager
From: Finance Department
Date: June 10, 2024
Subject: Special Events Alcoholic Beverage License
Applicant: The Center

Type of License:

- Special On-sale Malt Beverage Retailers License
 Special On-sale Wine Retailers License
 Special On-sale Liquor License

The Finance Department has received a Special Events Alcoholic Beverage License Application for a Special On-sale Malt Beverage Retailers License and a Special On-sale Wine Retailers License for one day, July 27, 2024, from The Center, 900 Whiting Drive, Yankton, South Dakota. The event will take place at The Center, 900 Whiting Drive, Yankton, South Dakota.

The Finance Department has provided the above referenced application to the Community and Economic Development Department, the Fire Department and the Police Department to ensure that the premises and the applicant conform to the provisions of the City of Yankton Municipal Code of Ordinances. An inspection by the Fire Marshal and the Building Inspector revealed that the event premises is in compliance with all building and fire codes. A police check on the applicant revealed no felony convictions or warrants in South Dakota. After reviewing said information, it appears to the Finance Department that the above applicant is in compliance with the City of Yankton Municipal Code of Ordinances as relates to the submitted application.



Lisa Yardley
Finance Officer

Memorandum #24-125

To: City Commissioners
From: Mayor Mason Schramm
Subject: Advisory Board Appointments
Date: May 30, 2024

The following are the City Commissioners that I have selected to serve on the various City Advisory Boards and Commissions.

Planning Commission

David Carda – City Commission Representative

Yankton Community Library Board

Jerry Webber – City Commission Representative

Park Advisory Board

Brian Hunhoff – City Commission Representative

City/ School Summit Activities Center Committee

David Carda – City Commission Representative
Stephanie Moser - City Commission Representative
Mike Villanueva- City Commission Representative

Airport Advisory Board

Amy Miner – City Commission Representative

Joint Powers Solid Waste Advisory Board

Jerry Webber – City Commission Representative

Yankton Housing and Redevelopment Commission

Mason Schramm - City Commission Representative

Human Services Center Advisory Commission

Amy Miner – City Commission Representative

Dakota Territorial Museum

Brian Hunhoff – City Commission Representative

Yankton County Courthouse and Safety Center Advisory Board

Ben Brunick – City Commission Representative
Jerry Webber – City Commission Representative

Federal Prison

Brian Hunhoff – City Commission Representative

Yankton Thrive

Stephanie Moser – City Commission Representative
Mason Schramm – City Commission Representative

City/County Planning

Bridget Benson – City Commission Representative
Mike Villanueva – City Commission Representative

B-Y Water Committee

Ben Brunick – City Commission Representative
Amy Miner – City Commission Representative
Mason Schramm – City Commission Representative
Mike Villanueva – City Commission Representative

United Way

Bridget Benson – City Commission Representative

BID #1 Board of Directors

Stephanie Moser – City Commission Representative

Heartland Humane Society

Amy Miner – City Commission Representative

Missouri Sedimentation Action Coalition

Brian Hunhoff – City Commission Representative

Yankton Transit

Ben Brunick – City Commission Representative

Respectfully submitted,



Mason Schramm
Mayor

Memorandum #23-126

To: City Commissioners
From: Mayor Mason Schramm
Subject: Advisory Board Appointments
Date: May 30, 2024

The following are the citizens I have selected to serve on the various City Advisory Boards and Commissions.

Planning Commission (Three Vacancies) – 3 Year Term

Brian Bertsch
Jerry Oster
Lynn Peterson

Yankton Community Library Board (Two Vacancies) – 3 Year Term

Nathan Johnson
Meg Severson

Park Advisory Board (Two Vacancies) – 3 Year Term

Tom Bixler
Cody Kneifl

Airport Advisory Board – (One Vacancy) – 3 Year Term

Brian Rippe

Yankton Housing and Redevelopment Commission – (Two Vacancies) – 5 Year Term

Ashley Dimmer
Sam Mason

Yankton Business Improvement District #1 Board of Directors – (Two Vacancies)

Erica Smith
Jason Winterringer

Respectfully submitted,



Mason Schramm
Mayor

_____ Roll call

Memorandum #24-127

To: Amy Leon, City Manager
From: Dave Mingo, AICP Community and Economic Development Director
Subject: Planning Commission Action and Resolution #24-27
Yankton Tax Incremental District Number 14
Date: June 4, 2024

The Planning Commission will be considering Tax Incremental District Number 14 (TID #14) at their meeting June 10, 2024 at 5:30 P.M., prior to the City Commission meeting later that evening. The Planning Commission's recommendation will include:

- Naming the district.
- Establishing the district boundaries.
- Establishing the criteria under which the district is eligible.
- A recommendation on the attached plan.

The proposed TID #14 qualifies as a "housing" TID that will meet specific rent price limit qualifications established by the South Dakota Department of Revenue. This means the rental rates must be at or below the calculated rent for the state's 80 percent area median income for the first five years following the date of first occupancy.

The project plans include the creation of 89 lots for workforce housing. The attached resolution establishes the district, and the associated plan does a good job of outlining the items that are under review as a part of the process. South Dakota Codified Law allows for consideration of the plan simultaneously with other required actions if the plan is ready. In this instance we are moving forward with consideration of all items concurrently because the plan is ready.

All indications are that there is still a substantial need for workforce housing. Contractors continue to be remarkably busy with projects in the price points that they have selected. Their work at every price point is important to the community. The creation of housing units in any segment of the market benefits the entire community by adding to the available housing stock.

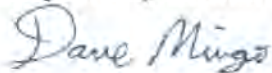
As always with our developer submitted TID proposals, the Development Agreement will dictate that the payouts to the developer are performance based. That is, if approved, the City will not pay anything back to the developer that did not come from the taxable property value increases resulting from the project and other taxable value appreciation at the site. The City will not incur any debt related to the project and the City will be held harmless in all respects. The agreement also stipulates a maximum proceed payment and the maximum time limit that payments can occur. Although not anticipated, any potential shortfall of the projected increment identified in the plan will mean a lesser payment to the developer. Based on these provisions, the contract is set up to be performance based. The developer will not receive proceeds if taxable development does not occur.

The project meets our "but for" criteria when it comes to considering a TID. It is reasonable to believe that the project cannot move forward "but for" the creation of a TID, and housing is a critical need in Yankton.

When it comes to land development, the commission's decisions are often much more complex than in this instance. That is because in some instances, the City is in the chain of title (is the owner / developer) of the land being considered for development. This project represents one of those situations where the City has no risk. The project is private developer funded and driven and is performance based.

The developer plans to invest \$5,764,639 of TID eligible costs which includes all the grading and infrastructure needed to make the lots shovel ready for housing contractors. The South Dakota Department of Revenue has issued a "Preliminary Classification" for the proposal which means they have reviewed the TID #14 plan and determined it meets the criteria for the applicable eligibility.

Respectfully submitted,

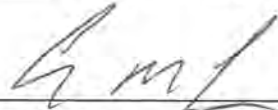


Dave Mingo, AICP
Community and Economic Development Director

Recommendation: It is recommended that the City Commission approve the referenced Tax Incremental District Number 14 by passing Resolution #24-27 and executing the associated Development Agreement. It is also recommended that the City Manager be authorized to execute any other administrative documents associated with the creation and implementation of the TID.

I concur with this recommendation.

I do not concur with this recommendation.



Amy Leon
City Manager

Roll Call

RESOLUTION #24-27

RESOLUTION APPROVING AND RECOMMENDING OF TAX INCREMENTAL DISTRICT PLAN NUMBER FOURTEEN, CITY OF YANKTON

WHEREAS, the Planning Commission of City of Yankton, South Dakota, recommends to the Board of City Commissioners the creation of Tax Incremental District Number 14 after publishing a Notice of Hearing and conducting said hearing at which interested parties were afforded a reasonable opportunity to express their views on the proposed creation of a Tax Incremental District on real property consisting of the following parcels:

District Legal Description:

- Tracts 2 and 3 of Law Addition in the N 1/2 of the SE 1/4 of Section 2, Township 93 North, Range 56 West of the 5th P.M., Yankton County, South Dakota.

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

WHEREAS, such Notice was published in the official newspapers in City of Yankton not less than ten (10) nor more than thirty (30) days from the date of the hearing which was held on June 10, 2024.

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

City of Yankton
Yankton County Commission
James River Water Development District
Yankton School District 63-3

WHEREAS, a hearing was held on June 10, 2024, as provided in such Notice, and all interested parties were allowed a reasonable opportunity to be heard on the proposed Tax Incremental District Fourteen plan;

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

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

NOW THEREFORE, IT IS HEREBY RESOLVED:

1. **Authority and Declaration of Necessity.** The City Commission declares the necessity for the approval of Tax Incremental District Number Fourteen plan, City of Yankton, Yankton County (hereinafter sometimes referred to as the “District”), pursuant to SDCL Chapter 11-9, and finds that the improvement of the area within the District are likely to enhance significantly the value of substantially all of the other real property in the District and is necessary for Economic Development within the County and the City of Yankton.
2. **Findings.** The City Commission makes the following findings with regard to Economic Development:
 - a. The proposed improvements will diversify the overall economic base of the City of Yankton through increased housing opportunities.
 - b. More than 50% of the property in the District by area will stimulate and develop the general economic welfare and prosperity of the City;
 - c. Improvements to the District will significantly and substantially enhance the value of all property within the District;
 - d. The aggregate assessed value of the District plus the tax incremental base of all other existing Districts in the City does not exceed Ten (10%) percent of the total assessed valuation in the City;
 - e. The South Dakota Department of Revenue has reviewed the TIF Plan and classified the Tax Increment District Fourteen of City of Yankton to be Affordable Housing.
3. **Boundaries of District.** The Boundaries of the district are determined to be as follows:

- Lot 2 of Full Bloom Addition to the City of Yankton, SD

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

4. **Findings of Annual Appropriation TID.** Tax Increment District #14 will be designated as an Annual Appropriations TIF to ensure that it does NOT count against constitutional debt.
5. **Creation of Tax Incremental Fund.** There is hereby created, pursuant to SDCL 11-9-31, a Tax Incremental District Number Fourteen Fund, which shall be a segregated asset account. All tax increments collected pursuant

to Tax Incremental District Number Fourteen shall be deposited into the Tax Incremental District Number Fourteen Fund. All funds in the Tax Incremental District Number Fourteen Fund shall be used solely for those purposes expressly stated and reasonably inferred in SDCL Chapter 11-9

6. **Adoption of Tax Increment Plan.** The City Commission of the City of Yankton does hereby adopt the Tax Increment Plan Number Fourteen as presented.

Passed and approved this 10th day of June, 2024.

ATTEST:

Mason Schramm, Mayor

Lisa Yardley, City Finance Officer

(SEAL)



City of Yankton

TID #14

Tracts 2 and 3 of Law Addition in the N 1/2 of the SE 1/4 of Section 2, Township 93 North, Range 56 West of the 5th P.M., Yankton County, South Dakota

CITY OF YANKTON TAX INCREMENT FINANCE DISTRICT #14



Created

June 2024

Prepared by Tobin Morris
Colliers Securities LLC
124 W. Dakota Avenue | Pierre, SD 57501
tobin.morris@colliers.com

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INTRODUCTION – THE PROJECT

Tax Increment Financing (TIF) is an incentive utilized by local governments to attract private development and investment. New investment equals new jobs, more customers, and in turn, more investment opportunity. The incentive can also help attract and retain existing businesses and workers that might otherwise find more attractive options elsewhere. The jobs and additional investment, both private and public, mean more money for the community. Tax Increment Financing helps to overcome costs that often prevent redevelopment and private investment from occurring in the community. As a result, the TIF area itself improves and property values increase.

Specifically, money for improvements and other incentives comes from the growth in property valuations and the corresponding property tax revenues — the tax increment. A tax increment is the difference between the amount of property valuation present within the TIF district before TIF district designation and the amount of property valuation increase due to the creation of a TIF district. Property taxes collected on the original valuation existing in the TIF at the time of its designation continue to be distributed to the city, school district, county and all other taxing districts in the same manner as if the TIF district did not exist. Only property taxes collected as a result of the incremental increase in the value of these properties after formation of the TIF district are available for use by the counties or cities to fund projects costs in the TIF district.

In addition to increasing property valuation, creating a Tax Increment District for the benefit of affordable housing can mean creating housing opportunities for the local workforce. Today's business climate allows corporations the flexibility to call any state in the union their home. It is up to local communities to attract and retain residents to their communities. Using Tax Increment Financing is one of the most powerful economic development tools to help communities achieve their goals.

A local government, per South Dakota Codified Law, Chapter 11-9, can designate a specific area within its boundaries as a redevelopment area appropriate for a TIF district and prepare a plan for development. TIF projects must be recommended for approval by the County or City Planning Commission and the County or City Commission.

The primary objective of TIF #14 is to enhance a currently undeveloped parcel of land located along west 26th Street in the City of Yankton. The proposed redevelopment of the lot will consist of 89 single family homes that will help alleviate the shortage of housing options within the City of Yankton.

PURPOSE & GENERAL DEFINITIONS

The property upon which this Tax Incremental District (TID) is proposed to be implemented is located within City of Yankton, South Dakota. As such, the creation of City of Yankton TIF #14 shall be conditioned upon the creation of the District by resolution, and the establishment of the TID boundaries and approval of the TID Project plan by the City of Yankton Planning and Zoning Commission.

The purpose of this Plan, to be implemented by City of Yankton, South Dakota is to satisfy the requirements for a Tax Increment District Number Fourteen as specified in SDCL Chapter 11-9. The principal purpose of the Plan is to define eligible property and to define a Tax Increment Plan for funding eligible activities in an eligible area of the City. The Plan will describe the boundary, estimated costs, feasibility, and fiscal impact of the District.

This Plan was prepared for adoption by the City Commissioners in recognition that the area requires a coordinated, cooperative strategy, with financing possibilities, to promote economic development growth and accomplish the City's development objectives for improving the continued viability of the City.

The driving interest in the establishment of this Plan is to offer tax increment financing as a tool to stimulate and leverage private sector development and redevelopment, and to promote economic development growth throughout the District.

The intention of this TIF Project is to enhance a currently undeveloped parcel of land on the western part of the City of Yankton by establishing the infrastructure required for the construction of 89 single family homes.

The proposed City of Yankton TIF #14 will be a tremendous benefit to the City of Yankton as it will help alleviate the shortage of housing options. The City has had significant population growth which can cause the local housing stock to decrease. According to the 2022 City of Yankton Housing Study, from the years 1990 to 2000, the City grew 6.5%. The years 2000 to 2010, the City had a population increase of 6.8%. In 2020, the population for the City of Yankton was 15,411 people. When compared back to the 2010 Census, the City had added 957 permanent residents, for a population increase of 6.6%. The 2020 Census count continued a long pattern of very consistent growth for the community. It is anticipated that that the consistent growth of the City will continue.

Table 1 Population Trends - 1990 to 2020						
	1990 Census	2000 Census	% Change 1990-2000	2010 Census	% Change 2000-2010	2020 Census
Yankton	12,703	13,528	6.5%	14,454	6.8%	15,411
Greater Yankton	22,956	25,291	10.2%	26,004	2.8%	26,843
Four-County	46,006	47,901	4.1%	47,061	-1.8%	47,084

Source: U.S. Census

The shortage of housing options due to the population increase in the City of Yankton has caused pent-up demand in various areas of the housing market. According to the 2022 Yankton Area Housing Study, the City of Yankton does not have multi-year inventory of improved lots for further construction of homes. With projected demand for 40 to 52 owner occupancy units per year, this yields a minimum lot inventory of at least 100 lots that are either improved or in the planning pipeline.

The image below shows the layout of the proposed Garden Estates Development:



General Definitions

The following terms found in this Plan are defined as the following:

"Base" or "Tax Incremental Base" means the aggregate assessed value of all taxable property located within a Tax Incremental District on the date the district is created, as determined by SDCL § 11-9-20.

"Blighted or Economic Development" SDCL § 11-9-8.

(1) Not less than twenty-five percent, by area, of the real property within the district is a blighted area or not less than fifty percent, by area, of the real property within the district will stimulate and develop the general economic welfare and prosperity of the state through the promotion and advancement of industrial, commercial, manufacturing, agricultural, or natural resources; and

(2) The improvement of the area is likely to enhance significantly the value of substantially all of the other real property in the district

"City Commission" means the City Commission of Yankton, South Dakota

"Calendar Year" means the starting date of January 1 to an ending date of December 31st.

"Department of Revenue" means the South Dakota Department of Revenue.

"Developer" means Yankton Thrive

"District" means the Tax Incremental District.

"Economic Development" means all powers expressly granted and reasonably inferred pursuant to SDCL § 9-54.

"Fiscal year" means that fiscal year for City of Yankton

"Generally Applicable Taxes" shall have the same meaning as set forth in 26 CFR § 1.141-4(e).

"Governing body" means the City of Yankton, South Dakota

"Grant" means the transfer for a governmental purpose of money or property to a transferee that is not a related party to or an agent of the municipality;

"Infrastructure Improvements" means a street, road, sidewalk, parking facility, pedestrian mall, alley, bridge, sewer, sewage treatment plant, property designed to reduce, eliminate, or prevent the spread of identified soil or groundwater contamination, drainage system, waterway, waterline, water storage facility, rail line, utility line or pipeline, or other similar or related structure or improvement, together with necessary easements for the structure or improvement, for the benefit of or for the protection of the health, welfare, or safety of the public generally.

"Planning Commission" means the City of Yankton Planning Commission

"Plan" means this Project Plan.

"Project Costs" means any expenditure or monetary obligations by City of Yankton, whether made, estimated to be made, incurred or estimated to be incurred, which are listed as Project Costs herein will include any costs incidental thereto but diminished by any income, special assessments, or other revenues, other than tax increments, received, or reasonably expected to be received, by City of Yankton in connection with the implementation of this Plan.

"Project Plan" means a properly approved Plan for the development or redevelopment of a tax incremental district including all properly approved amendments thereto as recommended pursuant to SDCL § 11-9-13.

"Public Works" means the Infrastructure Improvements, the acquisition by purchase or condemnation of real and personal property within the Tax Incremental District and the sale, lease, or other disposition of such property to private individuals, partnerships, corporations, or other entities at a price less than the cost of such acquisition which benefit or further the health, safety, welfare and economic development of the City and Project Costs.

"Taxable Property" means all real taxable property located in a Tax Incremental District.

"Tax Incremental District" means a contiguous geographic area within a City defined and created by resolution of the governing body and named City of Yankton Tax Incremental District #14.

"Tax Increment Valuation" is the total value of the Tax Incremental District minus the tax incremental base pursuant to § 11-9-19.

"Tax Increment Law" means South Dakota Codified Laws Chapter 11-9.

CREATION OF CITY OF YANKTON TAX INCREMENT DISTRICT #14

The Developer has approached officials of City of Yankton regarding the possibility of creating a Tax Incremental Financing District ("TID") to assist in the Project Costs within the Plan on land located within City of Yankton.

The primary objective of TIF #14 is to enhance a currently vacated lot on the west side of the City of Yankton. The development will consist of an 89 lot housing development designed for workforce housing within the City.

Property Within Tax Increment #14

The real property to be located within the Tax Increment District is within the City of Yankton, described as follows:

- TRACTS 2 AND 3 OF LAW ADDITION IN THE N1/2 OF THE SE1/4 OF SECTION 2, TOWNSHIP 93 NORTH, RANGE 56 WEST OF THE 5TH P.M., CITY AND COUNTY OF YANKTON, SOUTH DAKOTA

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

TAXABLE VALUE OF CITY OF YANKTON

State law requires that tax increment districts cannot exceed ten percent of the taxable value of a municipality. The 2023 Taxes Payable 2024 value for City of Yankton is \$1,322,061,434. The base value of the taxable property for inclusion into this Tax Incremental District #14, as estimated but not yet verified by Yankton County Director of Equalization, is \$77,056.

11-9-7. Maximum percentage of taxable property in municipality permitted in districts. In order to implement the provisions of this chapter, the resolution required by § 11-9-5 shall contain a finding that the aggregate assessed value of the taxable property in the district plus the **tax incremental base of all other existing districts does not exceed ten percent** of the total assessed value of taxable property in the municipality.

There are currently ten other active TIF Districts in City of Yankton.

City of Yankton	
Tax Increment District	Base Value
5	\$101,824
6	\$76,325
7	\$136,049
8	\$110,970
9	\$2,414,104
11	\$8,411,088
12	\$0
13	\$92,428
14	\$77,056
15	\$183,500
16	\$215,600
Total	\$11,818,944

City of Yankton Taxable Value	\$1,337,913,501
All TIF Base Value Must be less than 10%	\$133,791,350

Using the estimates provided for TID #14, the value of all existing Tax Increment Districts combined is less than 1% of the total 2024 Taxable Valuation.

KIND, NUMBER, LOCATION, AND DETAILED COSTS OF PROPOSED PUBLIC WORKS AND IMPROVEMENTS – SDCL § 11-9-13(1)

In order to implement the provisions of SDCL Chapter 11-9, the following are Project Costs and expenditures made or estimated to be made and the monetary obligations incurred or estimated to be incurred. The Project Costs include capital costs, financing costs, real property assembly costs, professional fee costs, imputed administration costs, relocation costs, organizational costs, discretionary costs and grants, plus any costs incidental thereto.

All Project Costs are found to be necessary and convenient to the creation of the Tax Incremental District and its implementation. The project constitutes economic development which is a proper public purpose of the City. The City exercises the powers expressly stated in and reasonably inferred by SDCL §11-9-15 and Chapter 9-54. The City shall enter into all contracts in accordance with South Dakota Law.

Costs of Public Works and Improvements

In accordance with SDCL § 11-9-14 the following is the kind, number, location and dollar amount of estimated Project Costs, costs of public works and improvements.

The following are estimated costs of the Project:

Kind of Project	Location ¹	Amount	Reference ²
Capital Costs (Street, Water & Sewer) (cleaning & grading of land & associated costs) ²	District		11-9-15(1)
Financing Costs	District		11-9-15(2)
Real Property Assembly	District		11-9-15(3)
Professional Fees	District		11-9-15(4)
Administrative Costs	District		11-9-15(5)
Relocation Costs	District		11-9-15(6)
Organizational Costs	District		11-9-15(7)
Discretionary Costs and Grants	District	\$5,764,639	11-9-15(8)
Eligible Project Costs		\$5,764,639	

The above are estimates of the costs involved in the project; the final total may be greater or smaller. An itemized listing of the estimated costs is set forth on Schedule 1. Because the cost estimates are only projected expenditures, the total authorized TID costs is expected to be \$5,764,639. This amount is the controlling value with respect to authorized TID Project Costs rather than the particular line-item amounts contained in the above Chart and Schedule 1.

The line-item categories proposed are for guidance only, and actual costs will be determined upon completion of the improvements. The above total represents eligible Project Costs. Only such amounts as are feasible will be allowed by the City or by monetary obligation.

1 District shall mean the Tax Increment District.

2 SDCL §11-9-15 (1) Capital costs, including the actual costs of the construction of public works or improvements, buildings, structures, and permanent fixtures; the demolition, alteration, remodeling, repair, or reconstruction of existing buildings, structures, and permanent fixtures; the acquisition of equipment; the clearing and grading of land; and the amount of interest payable on tax incremental bonds or notes issued pursuant to this chapter until such time as positive tax increments to be received from the district, as estimated by the Project Plan, are sufficient to pay the principal of and interest on the tax incremental bonds or notes when due;

(2) Financing costs, including all interest paid to holders of evidences of indebtedness issued to pay for Project Costs, any premium paid over the principal amount thereof because of the redemption of such obligations prior to maturity and a reserve for the payment of principal of and interest on such obligations in an amount determined by the governing body to be reasonably required for the marketability of such obligations;

(3) Real property assembly costs, including the actual cost of the acquisition by a municipality of real or personal property within a tax incremental district less any proceeds to be received by the municipality from the sale, lease, or other disposition of such property pursuant to a Project Plan;

(4) Professional service costs, including those costs incurred for architectural, planning, engineering, and legal advice and services;

(5) Imputed administrative costs, including reasonable charges for the time spent by municipal employees in connection with the implementation of a Project Plan;

(6) Relocation costs;

(7) Organizational costs, including the costs of conducting environmental impact and other studies and the costs of informing the public of the creation of tax incremental districts and the implementation of project plans; and

(8) Payments and grants made, at the discretion of the governing body, which are found to be necessary or convenient to the creation of tax incremental districts or the implementation of project plans.

Conditions of the Tax Increment relating to Constitutional Debt

It is specifically a condition the Tax Increment Plan that the City's obligation to pay is limited to the proceeds of the positive tax increment from the TID receipted into the TIF Fund. The obligation of the City to pay pursuant to the proposed TIF Plan does not constitute a general indebtedness of the City or a charge against the City's general taxing power. The provisions of SDCL 11-9-36 are specifically incorporated within the Agreement by reference. It is also to be specifically agreed that the City has made no representation that the proceeds from such Fund shall be sufficient to retire any indebtedness that may be incurred. The City further acknowledges that SDCL 11-9-25 limits the duration of allocation of the positive tax increment payments and the fund created by the TID.

Additionally, the City's obligations to make the payments set forth in the TIF Plan shall be lawfully made from funds to be budgeted and appropriated on an ANNUAL BASIS for that purpose during the City's then current fiscal year, thus not counting towards Constitutional Debt. If at any time during the term of this Tax Increment Plan, the governing body of the City shall fail or refuse to approve or authorize the funds due hereunder, then the Tax Increment District shall terminate upon the end of the fiscal year for which funds were approved or authorized, without penalty to the City. The City's obligation hereunder shall not in any way be construed to be a debt of the City in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by the City, nor shall anything contained herein constitute a pledge of the general credit, tax revenues, funds, or moneys of the City.

It is further understood that the amount of \$5,764,639 will be the maximum amount the City will ever pass on acting as a conduit for TIF #14. This amount will include any and all interest associated with the debt and the controlling value of the TIF will never pay more than \$5,764,639 All TIF revenue will be collected by the City until the full amount has been paid or 20 years from the year of creation, whichever happens first.

The payment of tax increment funds under this Agreement is a grant under Chapter 11-9 of the South Dakota Codified Laws (the "Grant"). The Grant is a personal property right vested with the City on the effective date of this Agreement. The City will grant this amount to the City of Yankton.

Expenditures Exceeding Estimated Cost

Any expenditures, which in sum would exceed the total amount of the TID amount of \$5,764,639, will require an amendment of this Plan. All amendments would be undertaken pursuant to SDCL §11-9-23.

When the expenditures within the Plan are increased in excess of more than 35 percent of the total above, the Department of Revenue will be required to reset the base, in accordance with SDCL §11-9-23.

If the Project Costs are not provided for in the original plan, the governing body would be required to amend the plan which requires the South Dakota Department of Revenue to re-determine the tax increment base when additional Project Costs are added to a plan. SDCL §11-9-23.

Detailed List of Estimated Project Costs

Attached as Schedule 1 is a detailed list of estimated Project Costs for the project as per SDCL § 11-9-13(3). No expenditure for Project Costs is provided for more than five years after the District is created.

FEASIBILITY STUDY, ECONOMIC DEVELOPMENT STUDY, AND FISCAL IMPACT STATEMENT

Feasibility Study

An economic feasibility study per SDCL § 11-9-13(2) is attached as Schedule 2.

Economic Development Study

Attached is Schedule 3 a Fiscal Impact Statement showing the impact of the Tax Increment District, until and after the bonds are repaid, upon all entities levying property taxes in the district. Required as per SDCL § 11-9-13(4).

Fiscal Impact Statement

Attached is Schedule 4 a Fiscal Impact Statement showing the impact of the Tax Increment District, until and after the bonds are repaid, upon all entities levying property taxes in the district. Required as per SDCL § 11-9-13(4).

METHOD OF FINANCING, TIMING OF COSTS AND MONETARY OBLIGATIONS

The payment of Project Costs is anticipated to be made by the City from the special fund of the Tax Incremental District (SDCL § 11-9-13(5)). Pursuant to the TIF Plan, the City will pay to the City all available tax increment funds it receives from the District.

Maximum Amount of Tax Increment Revenue

The maximum amount of tax increment revenue bonds or monetary obligations to be paid through Tax Increment District #14 shall be the amount sufficient to reimburse the City for the payments made for Project Costs and pay all tax increment bonds or monetary obligations in an amount not to exceed \$5,764,639 principal and interest or such lesser amount as may be feasible with the estimated revenue generated by the Tax Increment District.

Duration of Tax Increment Plan

The duration of the Plan will extend to the number of years it will take for the reimbursement of the City, the extinguishment of bonds and the monetary obligation except that the Plan duration **shall not exceed 20 calendar years** of revenue from the year of creation of the District.

ESTIMATED IMPACT OF TAX INCREMENT FINANCING ON REVENUES OF TAXING JURISDICTIONS

The site will generate taxes to the local jurisdictions at or above the assessed value of the base. All taxing districts shall receive the taxes from that base which will be the value set for the 2022 assessment year for taxes payable in 2023. The tax increment will be available to the taxing jurisdictions after dissolution, which is at or before twenty years after the creation of the District. Schedule 5 details the tax capture implications to each of the local taxing jurisdictions. After the repayment of all bonds and monetary obligations, taxing entities will receive their proportionate share of tax dollars for the base value and the tax incremental values.

GENERAL FUND

Mechanisms are built within State Codified Law to ensure that school districts are held harmless by TIF districts for their General Fund. For these purposes, law (SDCL 13-13-10.2) defines four classifications of TIFs:

- Economic Development - Any area where there is or will be one or more businesses engaged in any activity defined as commercial or industrial by the governing body that has zoning authority over the land contained within the tax incremental district
- Industrial – Any factory or any business engaged primarily in the manufacturing or assembly of goods, the processing of raw materials, and the wholesale distribution of products for resale
- Affordable Housing – Includes an area where: 1. The original selling price of any house in the district will be at or below the first-time homebuyer purchase price limit being used by the South Dakota Housing Development Authority as of the date the house is sold; OR 2. The monthly rental rate of all multifamily housing units in the district will be at or below the calculated rent for the state's eighty percent area median income as of the date the district is created, for a minimum of five years following the date of first occupancy.
- Local – Any tax incremental districts that do not fall under Economic Development or Industrial

Public school districts are generally funded through the State Aid to Education formula. The two primary channels of the formula are State Aid and Local Effort. Multiple agencies of the State of South Dakota calculate the amount of General Fund monies to be distributed to school districts each year through the State portion. Local effort is considered the amount of revenue that is generated by local property taxes at maximum levies.

If a TIF is classified as Economic Development, Industrial, or Affordable Housing, the school funding that would be generated by the increment valuation is considered lost local effort and is paid through the State Aid side of the formula. If a TIF is classified as Local, the affected school district funding must be recouped through local effort in the form of an additional levy added to the General and Special Education Funds. In either scenario, the school district receives the financial need associated with the increment valuation.

City of Yankton TIF #14 has already received the preliminary classification from the Department of Revenue. The TIF is considered Affordable Housing; therefore, any lost local effort of the General Fund will be covered through the State Aid to Education Formula.

CAPITAL OUTLAY FUND

The impact of a TIF to the Capital Outlay Fund is minimal. Starting on July 1, 2020, a school district is limited to the amount of capital outlay dollars they can receive by either:

- A. the previous year's maximum allowable can be increased by a growth factor plus 3%
- Or
- B. a per student amount.

The primary impact would be to the first scenario; a TIF would delay annual growth until the TIF is completed. However, once the TIF is dissolved, all increment value would be considered new growth for the school district.

If a school district falls under a per student limitation, they will see no impact to their funding due to the TIF.

SPECIAL EDUCATION FUND

The Special Ed Fund has the potential to see the greatest negative impact from the creation of a TIF district.

If the school district requests their special education monies in the form of a levy, then the exclusion of the TIF increment in the tax base would mean the school district is not receiving as much as it could.

If the school district submits their request in a dollar amount, then the fund would see no impact from a TIF district.

BOND REDEMPTION FUND

The school district is always able to ask for the needed money for the principal and interest of their bond repayment. The only impact a TIF would have on this fund is by holding back the increment value, lowering tax base for the spreading of the tax burden and creating a slightly higher levy for the local taxpayers.

MAPS

The Conditions map, SDCL § 11-9-16(1), is included as Attachment 2.

The Improvements map, SDCL § 11-9-16(2), is included as Attachment 3.

The Zoning Change Map, SDCL § 11-9-16(3), is included as Attachment 4.

SUPPLEMENTARY FINDINGS

CHANGES TO CITY COMPREHENSIVE/MASTER PLAN MAP, BUILDING CODES & CITY ORDINANCES PER SDCL §11-9-16 (4)

No changes to City ordinances nor the City Master Plan are required.

LIST OF ESTIMATED NON-ELIGIBLE PROJECT COSTS

The following is a list of the non-Project Costs per SDCL § 11-9-16(5). All costs are listed as taxable value; actual non-project costs will exceed the following amounts.

Item	Amount
Construction of the single family homes	\$33,715,053
TOTAL	\$33,715,053

STATEMENT OF DISPLACEMENT AND RELOCATION PLAN

No residents or families will be displaced by the Project. SDCL § 11-9-16(6)

PERFORMANCE BOND, SURETY BOND OR OTHER GUARANTY

As security for its fulfillment of the agreement with the governing body, a purchaser or lessee of redevelopment property may furnish a performance bond, with such surety and in such form and amount as the governing body may approve or make such other guaranty as the governing body may deem necessary in the public interest.

LIST OF SCHEDULES

SCHEDULE 1 - Estimated Project Cost

SCHEDULE 2 - Economic Feasibility Study & Estimated Captured Taxable Values

SCHEDULE 3 - Economic Development Study

SCHEDULE 4 - Fiscal Impact Statement

SCHEDULE 1

DETAIL OF PROJECT COSTS

Estimates TID Eligible of Project Costs Requested

The City of Yankton has determined that this will be an Affordable Housing TIF Tax Incremental District, thus the eligible cost will be in the form of an infrastructure grant that will not exceed \$5,764,639. This is a permitted use under SDCL 11-9-15.

SDCL 11-9-15. Specific items included in project costs. Project costs include:

- (1) Capital costs, including the actual costs of the construction of public works or improvements, buildings, structures, and permanent fixtures; the demolition, alteration, remodeling, repair, or reconstruction of existing buildings, structures, permanent fixtures; the acquisition of equipment; the clearing & grading of land; & the amount of interest payable on tax incremental bonds issued pursuant to this chapter until such time as positive tax increments to be received from the district, as estimated by the project plan, are sufficient to pay the principal of & interest on the tax incremental bonds when due;
- (2) Financing costs, including all interest paid to holders of evidences of indebtedness issued to pay for project costs, any premium paid over the principal amount thereof because of the redemption of such obligations prior to maturity and a reserve for the payment of principal of and interest on such obligations in an amount determined by the governing body to be reasonably required for the marketability of such obligations;
- (3) Real property assembly costs, including the actual cost of the acquisition by a municipality of real or personal property within a tax incremental district less any proceeds to be received by the municipality from the sale, lease, or other disposition of such property pursuant to a project plan;
- (4) Professional service costs, including those costs incurred for architectural, planning, engineering, and legal advice and services;
- (5) Imputed administrative costs, including reasonable charges for the time spent by municipal employees in connection with the implementation of a project plan;
- (6) Relocation costs;
- (7) Organizational costs, including the costs of conducting environmental impact and other studies and the costs of informing the public of the creation of tax incremental districts and the implementation of project plans; and
- (8) Payments and grants made, at the discretion of the governing body, which are found to be necessary or convenient to the creation of tax incremental districts, the implementation of project plans, or to stimulate and develop the general economic welfare and prosperity of the state.

The following shows the total project costs as provided by the project Engineer

Garden Estates Property Development
 Sanitary & Grading Plan
 Yankton, South Dakota
 SEI No. 22048

Slowey Construction, Inc.
 PO Box 113
 Yankton, SD 57078

Item No.	Item Description	Unit	Approx Qty	Unit price	Price
General Items					
1	Mobilization	LS	1	194,390.00	194,390.00
2	Incidental Work	LS	1	100.00	100.00
3	Locating Utility	Each	5	500.00	2,500.00
4	Clearing	LS	1	5,000.00	5,000.00
5	Dewatering	LS	1	80,000.00	80,000.00
Traffic Control					
6	Traffic Control	SqFt	66	4.25	280.50
7	Traffic Control, Miscellaneous	LS	1	6,615.00	6,615.00
8	Type 3 Barricade, 8' Double Sided	Each	8	105.00	840.00
9	Road Closed, Permanent	Each	4	472.00	1,888.00
10	Type 3 Barricade, 8' Double Sided, Permanent	Each	12	157.00	1,884.00
Erosion Control					
11	Turf Mix 1	Lb	4292	6.50	27,898.00
12	Fertilizer	Lb	8092	1.05	8,496.60
13	Fiber Mulching	Ton	36.79	1,150.00	42,308.50
14	Erosion Control Blanket	SqYd	10550	1.65	17,407.50

Item No.	Item Description	Unit	Approx Qty	Unit price	Price
15	Inlet Protection	Each	24	90.00	2,160.00
16	Vehicle Tracking Control	Each	3	1,000.00	3,000.00
17	Concrete Washout Facility	Each	3	1,000.00	3,000.00
18	Silt Fence	Ft	1248	3.00	3,744.00
19	Rip Rap, Class B	Ton	63	90.00	5,670.00
20	Type B Drainage Fabric	SqYd	66	5.00	330.00
21	9" Erosion Control Waddle	Each	9	27.00	243.00
22	Sediment Basin Horseshoe Filter	Each	1	1,350.00	1,350.00
Removals & Grading					
	Strip Topsoil	CY	29,201	2.70	78,842.70
23	Unclassified Excavation	CY	90,423	4.70	424,988.10
24	Place Salvaged Topsoil	CY	29,201	4.25	124,104.25
25	Remove Concrete Curb & Gutter	LF	32	5.00	160.00
26	Remove Asphalt Pavement	SqYd	193	6.00	1,158.00
27	Saw Existing PCC Pavement	LF	15	10.00	150.00
28	Saw Existing Asphalt Pavement	LF	100	5.00	500.00
29	Remove Barbwire Fence	LF	171	3.00	513.00
Utilities					
Sanitary Sewer					
30	8" Sanitary Sewer Pipe 6' To 8' Deep	FT	130	36.00	4,680.00
31	8" Sanitary Sewer Pipe 8' To 10' Deep	FT	394	42.00	16,548.00
32	8" Sanitary Sewer Pipe 10' To 12' Deep	FT	1,556	43.00	66,908.00

Item No.	Item Description	Unit	Approx Qty	Unit price	Price
33	8" Sanitary Sewer Pipe 12' To 14' Deep	FT	490	47.50	23,275.00
34	8" Sanitary Sewer Pipe 14' To 16' Deep	FT	403	56.00	22,568.00
35	8" Sanitary Sewer Pipe 16' To 18' Deep	FT	618	65.00	40,170.00
36	15" Sanitary Sewer Pipe 16' To 18' Deep	FT	55	111.00	6,105.00
37	15" Sanitary Sewer Pipe 18' To 20' Deep	FT	738	126.00	92,988.00
38	15" Sanitary Sewer Pipe 20' To 22' Deep	FT	125	132.00	16,500.00
39	Class 1 Bedding Material - Crushed Rock	FT	4,509	13.00	58,617.00
40	8" Sewer Coupling	EA	2	100.00	200.00
41	15" Sewer Coupling	EA	1	500.00	500.00
42	48" Manhole 6' To 8' Deep	EA	2	3,300.00	6,600.00
43	48" Manhole 8' To 10' Deep	EA	3	3,800.00	11,400.00
44	48" Manhole 10' To 12' Deep	EA	2	4,600.00	9,200.00
45	48" Manhole 14' To 16' Deep	EA	3	5,155.00	15,465.00
46	48" Manhole 16' To 18' Deep	EA	1	6,600.00	6,600.00
47	48" Manhole 18' To 20' Deep	EA	4	7,975.00	31,900.00
48	8" Boots For Manhole	EA	30	135.00	4,050.00
49	15" Boots For Manhole	EA	6	250.00	1,500.00
50	8"x4" Sewer Wye/Tap	EA	73	290.00	21,170.00
51	15"x4" Sewer Wye/Tap	EA	16	700.00	11,200.00
52	4" Sewer Service	FT	2,937	36.00	105,732.00
53	4" Sewer Cap	EA	89	15.00	1,335.00
54	8" Sewer Cap	EA	3	85.00	255.00

Item No.	Item Description	Unit	Approx Qty	Unit price	Price
55	15" Sewer Cap	EA	1	450.00	450.00
56	8" Sewer Cleanout	EA	2	1,270.00	2,540.00
57	External Manhole Drop	EA	2	3,225.00	6,450.00
58	Manhole Frame & Cover	EA	15	650.00	9,750.00
59	Manhole External Frame Seal	EA	15	275.00	4,125.00
60	Manhole Vacuum Test	EA	15	250.00	3,750.00
61	Manhole Construction Plate Marker	EA	15	175.00	2,625.00
62	Sanitary Sewer Televising & Cleaning	FT	4,509	3.50	15,781.50
63	PVC Sewer Pipe Deflection Test	FT	4,509	1.00	4,509.00
64	Connect to Existing Sanitary Sewer	EA	3	725.00	2,175.00
65	Remove Existing Cleanout	EA	3	225.00	675.00
Water Main					
66	6" C900 DR 18 PVC Water Main	Ft	145	45.00	6,525.00
67	8" C900 DR 18 PVC Water Main	Ft	4,946	54.00	267,084.00
68	6" MJ Gate Valve with Box	Ea	9	1,875.00	16,875.00
69	8" MJ Gate Valve with Box	Ea	15	2,565.00	38,475.00
70	8"x6" MJ Tee	Ea	9	860.00	7,740.00
71	8"x8" MJ Tee	Ea	3	980.00	2,940.00
72	8"x8" MJ Cross	Ea	3	1,130.00	3,390.00
73	8" MJ Sleeve	Ea	3	645.00	1,935.00
74	8" MJ Cap	Ea	4	430.00	1,720.00
75	Fire Hydrant	Ea	8	5,420.00	43,360.00

Item No.	Item Description	Unit	Approx Qty	Unit price	Price
76	12" Fire Hydrant Extension	Ea	2	1,035.00	2,070.00
77	Connect to Existing Water Main	Ea	3	1,400.00	4,200.00
78	8"x1" Tapping Saddle	Ea	89	195.00	17,355.00
79	1" Corporation Stop	Ea	89	170.00	15,130.00
80	1" Curb Stop with Box	Ea	89	455.00	40,495.00
81	1" Type-K Copper Water Service	Ea	3,391	31.00	105,121.00
Storm Sewer					
82	18" RCP Class 3, Furnish	Ft	509	28.00	14,252.00
83	18" RCP, Install	Ft	509	36.00	18,324.00
84	24" RCP Class 3, Furnish	Ft	504	40.00	20,160.00
85	24" RCP, Install	Ft	504	38.00	19,152.00
86	30" RCP Class 3, Furnish	Ft	497	62.00	30,814.00
87	30" RCP, Install	Ft	497	42.00	20,874.00
88	36" RCP Class 3, Furnish	Ft	407	92.00	37,444.00
89	36" RCP, Install	Ft	407	48.00	19,536.00
90	42" RCP Class 3, Furnish	Ft	297	128.00	38,016.00
91	42" RCP, Install	Ft	297	55.00	16,335.00
92	48" RCP Class 3, Furnish	Ft	511	158.00	80,738.00
93	48" RCP, Install	Ft	511	75.00	38,325.00
94	48" RCP Flared End Section, Furnish	Each	2	1,850.00	3,700.00
95	48" RCP Flared End Section, Install	Each	2	700.00	1,400.00
96	18" RCP Cap	Each	1	275.00	275.00

Item No.	Item Description	Unit	Approx Qty	Unit price	Price
97	24" RCP Cap	Each	2	320.00	640.00
98	4'x4' Junction Box	Each	3	4,490.00	13,470.00
99	5'x5' Junction Box	Each	1	6,985.00	6,985.00
100	BI Inlet	Each	16	2,320.00	37,120.00
101	10' Drop Inlet	Each	8	7,030.00	56,240.00
102	5'x5' Outlet Structure	Each	1	4,750.00	4,750.00
103	Junction Box Frame & Cover	Each	5	540.00	2,700.00
104	Type B Frame & Grate Assembly	Each	16	700.00	11,200.00
105	Type Y Frame & Lid	Each	8	380.00	3,040.00
106	Galvanized Tube Grate	Each	1	6,750.00	6,750.00
Surfacing & Restoration					
107	Aggregate Base Course	Ton	7,747	23.00	178,181.00
108	Asphalt Concrete Composite, PG58-34	Ton	3,997	124.50	497,626.50
109	Concrete Curb & Gutter, Type B66	Ft	8,549	24.60	210,305.40
110	6" Concrete Valley Gutter	SqYd	284	93.50	26,554.00
111	6" Concrete Fillet Section	SqYd	423	110.50	46,741.50
112	6" Concrete Sidewalk	SqFt	3,920	7.70	30,184.00
113	Detectable Warning Panel	SqFt	410	56.70	23,247.00
114	Adjust Manhole	Each	16	500.00	8,000.00
115	Adjust Valve Box	Each	27	90.00	2,430.00
Bedding Material Alternate					
116	Class 2 Bedding Material - Gravel/Clean Sand (Alternate to Class 1 when groundwater is not present)	Ft	0	4.00	0.00

Item No.	Item Description	Unit	Approx Qty	Unit price	Price
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Total Bid: \$3,767,742.05

STOCKWELL

AMENDMENT TO AGREEMENT

Project: Garden Estates Property Development **Stockwell Project No.:** 22048

This is an Amendment to the Agreement for Professional Services (hereinafter "Agreement") dated February 24, 2022, by and between **STOCKWELL ENGINEERS, INC.**, 201 Walnut Street, Yankton, SD 57078, (hereinafter "Engineer") and **YANKTON THRIVE**, (hereinafter "Client"), for the above-mentioned project. Revisions to the Agreement are as described below.

Client Yankton Thrive
803 E 4th Street
Yankton, SD 57078

Amendment No. 2

Attachments: Agreement Amendment

Scope of Services: Client hereby agrees to retain Engineer to perform the Services as outlined in the attached correspondence dated April 9, 2024.

Schedule: Stockwell will deliver to Client final design submittal documents upon full execution of this agreement.

Compensation: In consideration of the change in Work, compensation shall be amended as follows:

Original Agreement Amount:	\$28,936.05
Net Previous Amendments (#1):	\$198,622.50
Current Agreement Amount:	\$227,558.55
Change this Amendment:	\$257,441.45
New Agreement Amount:	\$485,000.00

TIF Request	
Infrastructure	\$3,767,742
Engineering	\$485,000
Land	\$549,529
Interest Expense	\$962,368
Total TIF Request	\$5,764,639

The calculations of the estimated tax increment valuation and tax generated for the TID can be found in the following tables. For purposes of this Project Plan, it is anticipated no increment generated by City TID #14 will be available until the earliest of calendar year 2027 and thereafter.

TID TAX REVENUE ESTIMATES AVAILABLE FOR CITY OF YANKTON

Year		2027		
Single Family	Avg Price	Total	Mill Rate	TIF Revenue
4	\$320,000.00	\$1,280,000.00	0.014352	\$18,003.15
Multifamily	Avg Price	Total	Mill Rate	
0	\$0.00	\$0.00	0.014352	\$0.00
Other	Avg Price	Total	Mill Rate	
0	\$0.00	\$0.00	0.014352	\$0.00
Other	Avg Price	Total	Mill Rate	
0	\$0.00	\$0.00	0.014352	\$0.00
Other	Avg Price	Total	Mill Rate	
0	\$0.00	\$0.00	0.014352	\$0.00
Other	Avg Price	Total	Mill Rate	
0	\$0.00	\$0.00	0.014352	\$0.00
		\$1,280,000.00		
Year		2028		
Single Family	Avg Price	Total	Mill Rate	TIF Revenue
7	\$329,600.00	\$2,307,200.00	0.014352	\$32,450.68
Multifamily	Avg Price	Total	Mill Rate	
0	\$0.00	\$0.00	0.014352	\$0.00
Other	Avg Price	Total	Mill Rate	
0	\$0.00	\$0.00	0.014352	\$0.00
Other	Avg Price	Total	Mill Rate	
0	\$0.00	\$0.00	0.014352	\$0.00
Other	Avg Price	Total	Mill Rate	
0	\$0.00	\$0.00	0.014352	\$0.00
Other	Avg Price	Total	Mill Rate	
0	\$0.00	\$0.00	0.014352	\$0.00
		\$2,307,200.00		
Year		2029		
Single Family	Avg Price	Total	Mill Rate	TIF Revenue
7	\$339,488.00	\$2,376,416.00	0.014352	\$33,424.20
Multifamily	Avg Price	Total	Mill Rate	
0	\$0.00	\$0.00	0.014352	\$0.00
Other	Avg Price	Total	Mill Rate	
0	\$0.00	\$0.00	0.014352	\$0.00
Other	Avg Price	Total	Mill Rate	
0	\$0.00	\$0.00	0.014352	\$0.00
Other	Avg Price	Total	Mill Rate	
0	\$0.00	\$0.00	0.014352	\$0.00
Other	Avg Price	Total	Mill Rate	
0	\$0.00	\$0.00	0.014352	\$0.00
		\$2,376,416.00		
Year		2030		
Single Family	Avg Price	Total	Mill Rate	TIF Revenue
8	\$349,672.64	\$2,797,381.12	0.014352	\$39,345.05
Multifamily	Avg Price	Total	Mill Rate	
0	\$0.00	\$0.00	0.014352	\$0.00
Other	Avg Price	Total	Mill Rate	
0	\$0.00	\$0.00	0.014352	\$0.00
Other	Avg Price	Total	Mill Rate	
0	\$0.00	\$0.00	0.014352	\$0.00
Other	Avg Price	Total	Mill Rate	
0	\$0.00	\$0.00	0.014352	\$0.00
Other	Avg Price	Total	Mill Rate	
0	\$0.00	\$0.00	0.014352	\$0.00
		\$2,797,381.12		

Year		2031		
Single Family	Avg Price	Total	Mill Rate	TIF Revenue
8	\$360,162.82	\$2,881,302.55	0.014352	\$40,525.41
Multifamily	Avg Price	Total	Mill Rate	
0	\$0.00	\$0.00	0.014352	\$0.00
Other	Avg Price	Total	Mill Rate	
0	\$0.00	\$0.00	0.014352	\$0.00
Other	Avg Price	Total	Mill Rate	
0	\$0.00	\$0.00	0.014352	\$0.00
Other	Avg Price	Total	Mill Rate	
0	\$0.00	\$0.00	0.014352	\$0.00
Other	Avg Price	Total	Mill Rate	
0	\$0.00	\$0.00	0.014352	\$0.00
		\$2,881,302.55		
Year		2032		
Single Family	Avg Price	Total	Mill Rate	TIF Revenue
8	\$370,967.70	\$2,967,741.63	0.014352	\$41,741.17
Multifamily	Avg Price	Total	Mill Rate	
0	\$0.00	\$0.00	0.014352	\$0.00
Other	Avg Price	Total	Mill Rate	
0	\$0.00	\$0.00	0.014352	\$0.00
		\$2,967,741.63		
Year		2033		
Single Family	Avg Price	Total	Mill Rate	TIF Revenue
9	\$382,096.73	\$3,438,870.61	0.014352	\$48,367.58
Multifamily	Avg Price	Total	Mill Rate	
0	\$0.00	\$0.00	0.014352	\$0.00
Other	Avg Price	Total	Mill Rate	
0	\$0.00	\$0.00	0.014352	\$0.00
		\$3,438,870.61		
Year		2034		
Single Family	Avg Price	Total	Mill Rate	TIF Revenue
9	\$393,559.64	\$3,542,036.73	0.014352	\$49,818.60
Multifamily	Avg Price	Total	Mill Rate	
0	\$0.00	\$0.00	0	\$0.00
Other	Avg Price	Total	Mill Rate	
0	\$0.00	\$0.00	0	\$0.00
		\$3,542,036.73		
Year		2035		
Single Family	Avg Price	Total	Mill Rate	TIF Revenue
9	\$405,366.43	\$3,648,297.83	0.014352	\$51,313.16
Multifamily	Avg Price	Total	Mill Rate	
0	\$0.00	\$0.00	0	\$0.00
Other	Avg Price	Total	Mill Rate	
0	\$0.00	\$0.00	0	\$0.00
		\$3,648,297.83		
Year		2036		
Single Family	Avg Price	Total	Mill Rate	TIF Revenue
10	\$417,527.42	\$4,175,274.19	0.014352	\$58,725.06
Multifamily	Avg Price	Total	Mill Rate	
0	\$0.00	\$0.00	0	\$0.00
Other	Avg Price	Total	Mill Rate	
0	\$0.00	\$0.00	0	\$0.00
		\$4,175,274.19		
Year		2037		
Single Family	Avg Price	Total	Mill Rate	TIF Revenue
10	\$430,053.24	\$4,300,532.41	0.014352	\$60,486.82
Multifamily	Avg Price	Total	Mill Rate	
0	\$0.00	\$0.00	0	\$0.00
Other	Avg Price	Total	Mill Rate	
0	\$0.00	\$0.00	0	\$0.00
		\$4,300,532.41		

Total Units	
Single Family	89
Multifamily	0
Other	0
Other	0
Total Available	89

The following table shows projected annual revenue generated from the Garden Estates Development over its 20 year life. The total amount of projected tax increment is equal to \$5,764,639.

Year	New Amt Avail. For D/S	Total Amount Available for Debt Service		
		Accumulation	Annual	Semi
2027	\$18,003.15	\$18,003.15	\$18,003.15	\$9,001.57
2028	\$50,453.82	\$68,456.97	\$50,453.82	\$25,226.91
2029	\$83,878.02	\$152,334.99	\$83,878.02	\$41,939.01
2030	\$123,223.07	\$275,558.07	\$123,223.07	\$61,611.54
2031	\$163,748.48	\$439,306.55	\$163,748.48	\$81,874.24
2032	\$205,489.65	\$644,796.19	\$205,489.65	\$102,744.82
2033	\$253,857.22	\$898,653.42	\$253,857.22	\$126,928.61
2034	\$303,675.83	\$1,202,329.25	\$303,675.83	\$151,837.91
2035	\$354,988.99	\$1,557,318.24	\$354,988.99	\$177,494.50
2036	\$413,714.06	\$1,971,032.30	\$413,714.06	\$206,857.03
2037	\$474,200.87	\$2,445,233.17	\$474,200.87	\$237,100.44
2038	\$474,200.87	\$2,919,434.04	\$474,200.87	\$237,100.44
2039	\$474,200.87	\$3,393,634.92	\$474,200.87	\$237,100.44
2040	\$474,200.87	\$3,867,835.79	\$474,200.87	\$237,100.44
2041	\$474,200.87	\$4,342,036.66	\$474,200.87	\$237,100.44
2042	\$474,200.87	\$4,816,237.53	\$474,200.87	\$237,100.44
2043	\$474,200.87	\$5,290,438.41	\$474,200.87	\$237,100.44
2044	\$474,200.87	\$5,764,639.28	\$474,200.87	\$237,100.44
			\$5,764,639.28	\$2,882,319.64

The table below shows the projected valuation of the Garden Estates Development:

Year	Increase in Valuation	Total Increase in Valuation
2027	\$1,280,000.00	\$1,280,000.00
2028	\$2,307,200.00	\$3,587,200.00
2029	\$2,376,416.00	\$5,963,616.00
2030	\$2,797,381.12	\$8,760,997.12
2031	\$2,881,302.55	\$11,642,299.67
2032	\$2,967,741.63	\$14,610,041.30
2033	\$3,438,870.61	\$18,048,911.92
2034	\$3,542,036.73	\$21,590,948.65
2035	\$3,648,297.83	\$25,239,246.48
2036	\$4,175,274.19	\$29,414,520.67
2037	\$4,300,532.41	\$33,715,053.09
Total	\$33,715,053.09	

SCHEDULE 2

ECONOMIC FEASIBILITY STUDY & TAXABLE VALUE

The City has been asked to create a Tax Increment District to help offset the expansion associated with this project. This feasibility study provides that the Project Costs can be financed through tax increment financing under South Dakota Tax Incremental District Law (South Dakota Codified Laws Chapter 11-9). Tax increment financing is an indispensable self-financing tool used throughout the United States to help local governments successfully develop and redevelop areas and encourage economic development.

In tax increment financing, the current real property tax assessed value of all properties in a designated project area (“tax increment financing district”) is established as the “base value.” As development in the tax increment financing district increases the assessed values of the redeveloped properties, a portion of the additional tax revenue generated by the increase in assessed value over the base value is set aside and committed by the City to the reimbursement of approved project costs.

Tax increment financing is permitted only in connection with a “Project Plan” duly adopted by the City. The property is currently estimated to have a taxable value of \$77,056. The improvements to be made to the property are estimated to add to the assessed valuation. The estimated increment resulting from the improvements would be approximately \$5,764,639 in new value once fully developed. Since only positive tax increment will be applied, the proposed project is feasible.

All of the project costs are found to be necessary and convenient to the creation of the Tax Incremental District and the implementation of the project.

For purposes of this Project Plan, the City of Yankton is projecting that the infrastructure and site improvements will be fully developed by calendar year 2026.

It is assumed that all obligations incurred would be adequately secured as to allow the payment of principal and interest when due, whether by means of a taxable bond or loan. The actual repayment schedule may change, but all principal and interest shall be paid within the life of the TID. Utilizing the information regarding expected increment valuation and tax generation, it is possible to estimate an expected revenue stream that can be utilized to retire debt that will be created as a result of implementing the Project Plan.

City of Yankton TID #14 is proven feasible based upon the projections made by the City, projecting a total in excess of \$5,764,639 in tax revenue during the life of the 20-year TIF.

SCHEDULE 3

ECONOMIC DEVELOPMENT STUDY

The City of Yankton has been approached concerning the creation of a tax increment district (TID) located within the city limits. Per South Dakota Codified Law 11-9-8, the governing body must make a finding that not less than 50%, by area, of the real property within the district will stimulate and develop the general economic welfare and prosperity of the State through the promotion and advancement of industrial, commercial, manufacturing, agricultural and natural resources, and the improvement of the area is likely to enhance significantly the value of substantially all of the other real property in the district.

Study Area Boundary

The Project boundaries are described and depicted on the maps in Attachments 1 and 2 of this Plan.

Establishing Economic Development

South Dakota law describes affordable housing as activity that stimulates and develops the general economic welfare and prosperity of the state through the promotion and advancement of industrial, commercial, manufacturing, agricultural, or natural resources. The definition of Affordable Housing for State Aid to Education Formula purpose is any area where the original selling price of any house in the district will be at or below the first-time homebuyer purchase price limit being used by the South Dakota Housing Development Authority as of the date the house is sold; OR the monthly rental rate of all multifamily housing units in the district will be at or below the calculated rent for the state's eighty percent area median income as of the date the district is created, for a minimum of five years following the date of first occupancy.

Finding That the Improvements to the Area Are Likely to Enhance Significantly the Value of Substantially All of The Other Real Property in The District

It is definitively found that once the improvements set forth within the Project Plan are initiated, the improvements will enhance significantly the value of substantially all of the other real property in the district. The City of Yankton TID #14 will have a tremendous economic impact on the region's infrastructure advancement and workforce housing.

Conditions Within the Study Area; Land Use and Planning Land Use, Planning and Comprehensive Plan

The City of Yankton Comprehensive Plan is consistent with the proposed use of the District.

Findings within the Project Area Analysis

It is found that not less than 50%, by area, of the real property within the District will stimulate and develop the general economic welfare and prosperity of the State of South Dakota through the promotion and advancement of industrial, commercial, manufacturing, agricultural, and natural resources. It is also found that the improvement of the area is likely to enhance significantly the value of substantially all of the other real property in the District in accordance with SDCL 11-9-8.

The Project will stimulate and develop the general economic welfare and prosperity of the State through the promotion affordable housing. The Project will enhance the community of Yankton City by creating three additional jobs and the development of affordable housing will have a substantial annual economic impact to the region and state.

SCHEDULE 4

FISCAL IMPACT STATEMENT FOR CITY OF YANKTON TID #14

A fiscal impact statement shows the impact of the TID, both until and after the bonds or obligations are repaid, upon all entities levying taxes upon property in the District. The following fiscal impact statement is intended to provide only a brief analysis of the estimated impact of the Tax Increment District to the public pursuant to SDCL § 11-9-13(4). It is not intended to challenge a more detailed, complete financial analysis.

Definitions

“Assumptions” means factors or definitions used in the fiscal analysis. Assumptions may include facts and figures identified by the District and educated guesses that are sometimes necessary when not all of the information is available. Assumptions are often used to extrapolate an estimate. Assumptions may include an estimate of tax levies of each taxing entity, the school aid formula contribution, the value of the real property, etc.

“Base Revenues” means the taxes collected on the base value.

“Fiscal Impact” means the increase or decrease in revenues and generally refers to an impact to revenues caused by the district.

“Revenue” means ad valorem taxes.

“Tax Increment District” means City of Yankton Tax Increment District Number 14.

“Taxing Districts” means all political subdivisions of the state which have ad valorem taxing power over property within the boundaries of the Tax Increment District.

“Tax Increment Revenues” means all revenues above the Base Revenues.

Assumptions

1. The property will have improvements, which at completion, are estimated at taxable purposes up to \$33,715,053.
2. The average tax levy of all taxing districts will be \$14.352 per thousand dollars of taxable valuation.
3. Tax increment will start to be collected in 2027 and end prior to 2044.
4. The discretionary formula will be waived by the developer.

SCHEDULE 5

ESTIMATED CAPTURED TAXABLE VALUES

For purposes of this Project Plan, City assumes that **Company will elect not to use any real property tax discretionary formula** currently utilized in Yankton County or City of Yankton, South Dakota, pertaining to payment of real property taxes (i.e., 20% Year 1; 40% Year 2; 60% Year 3; 80% Year 4; and 100% Year 5).

* Actual valuation shall depend upon the value determined by the Yankton County Director of Equalization when assessed, with the application of dollars-per-thousand from local taxes. All tax increment revenues shall be from Generally Applicable Taxes attributable to the improvements to be constructed in the TID. The potential for total increment collections is estimated to be at the maximum range of \$5,764,639 covering a span of captured tax years not to exceed 20. Collection is anticipated to begin in 2027, and the schedule carries out the tax captured 20 years from the date of Plan adoption.

The following dollars-per-thousand rates are the current taxing rates of the local taxing jurisdictions for "Owner Occupied" property types:

2024 Property Tax Rate		
2023 Payable in 2024	\$ per \$1,000 assessed	
Entity	Owner Occupied	Other
City of Yankton	3.567	3.567
Yankton County	3.249	3.249
School District	7.536	11.088
Total Tax Levy	14.352	17.904

Utilizing the information regarding expected increment valuation and tax generation, it is possible to generate an expected revenue stream that can be utilized to retire debt that will be created as a result of implementing the Project Plan.

LIST OF ATTACHMENTS

Attachment 1 - Descriptions of Real Property

Attachment 2 - Conditions map, SDCL § 11-9-16(1)

Attachment 3 - Improvements map, SDCL § 11-9-16(2)

Attachment 4 - Zoning Change Map SDCL § 11-9-16(3)

Attachment 5 – Department of Revenue Classification Letter

ATTACHMENT 1

Descriptions of real property:

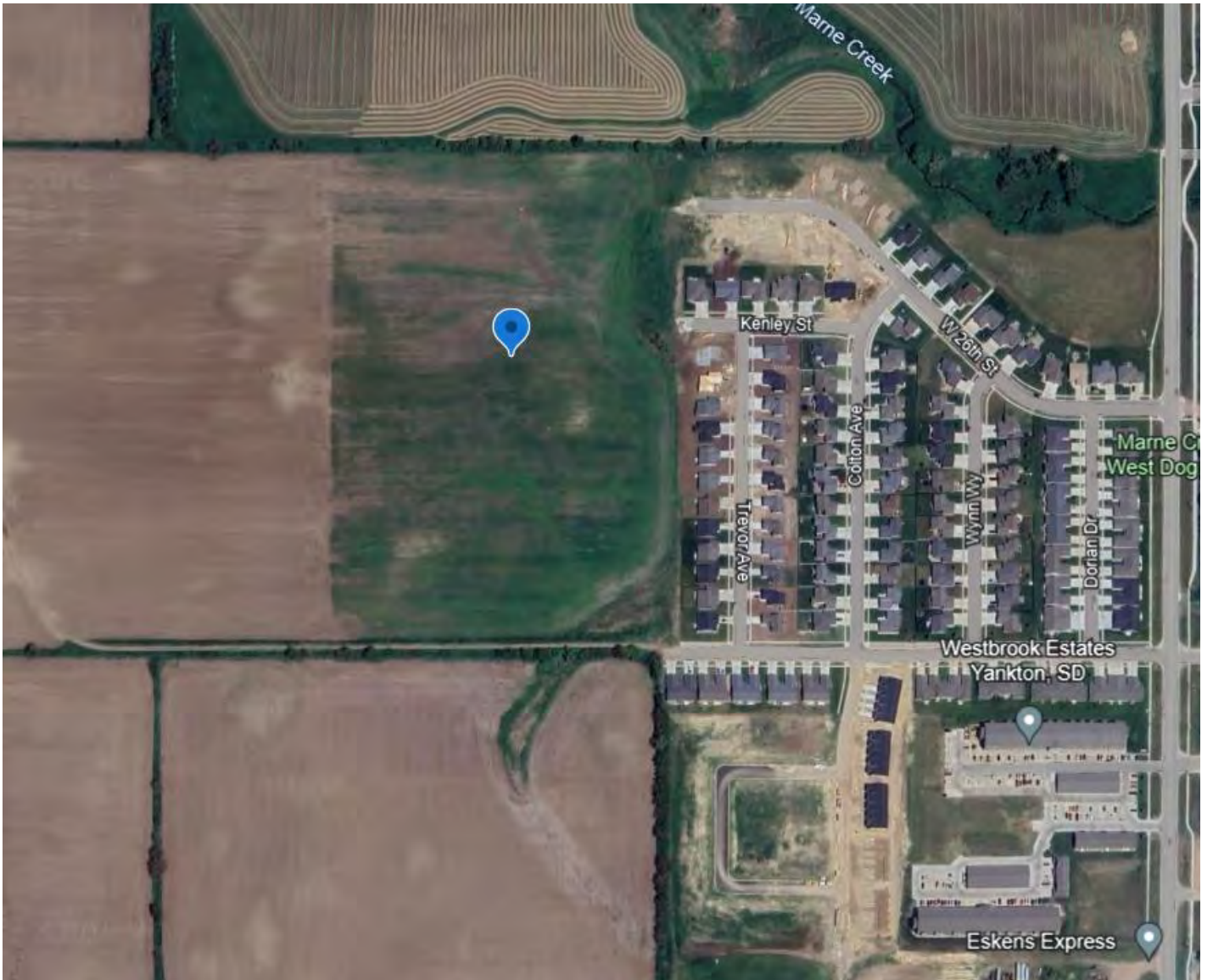
- TRACTS 2 AND 3 OF LAW ADDITION IN THE N1/2 OF THE SE1/4 OF SECTION 2, TOWNSHIP 93 NORTH, RANGE 56 WEST OF THE 5TH P.M., CITY AND COUNTY OF YANKTON, SOUTH DAKOTA

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

ATTACHMENT 2

Conditions picture for City of Yankton Tax Incremental District #14, SDCL § 11-9-16(1)

The following is a picture showing the current conditions of the proposed location of TIF #14



ATTACHMENT 3

Improvements map for City of Yankton Tax Incremental District #14, SDCL § 11-9-16(2).

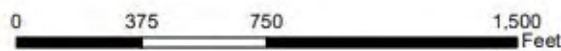
The following is a boundary map of the Tax Increment District:



City of Yankton

TID #14

Tracts 2 and 3 of Law Addition in the N 1/2 of the SE 1/4 of Section 2, Township 93 North,
Range 56 West of the 5th P.M., Yankton County, South Dakota



ATTACHMENT 4

Zoning Change Map for City of Yankton Tax Incremental District #14, SDCL § 11-9-16(2).



ATTACHMENT 5

Department of Revenue Classification Letter:



SOUTH DAKOTA DEPARTMENT OF REVENUE
445 East Capitol Avenue • Pierre, SD 57501
(605) 773-3311 • dor.sd.gov

May 31, 2024

City of Yankton
PO Box 176
Yankton SD 57078

RE: Preliminary Classification of City of Yankton # 14

Dear Dave Mingo:

The Department of Revenue hereby acknowledges receipt of your request for Preliminary Classification of Tax Increment Financing District submitted on 05/22/2024.

Upon review of the provided information, the Department has determined the preliminary classification for the TIF District "City of Yankton # 14" to be Affordable Housing for the purposes of the State Aid to Education formula.

If you have any questions or concerns, please do not hesitate to contact this office.

Sincerely,

A handwritten signature in blue ink, appearing to read 'W. Semmler', written over a light blue circular stamp.

Wendy Semmler, Director
Property Tax Division

DEVELOPMENT AGREEMENT

BETWEEN

THE CITY OF YANKTON, SOUTH DAKOTA

AND YANKTON THRIVE

CONCERNING

TAX INCREMENT DISTRICT NUMBER FOURTEEN

CITY OF YANKTON, SOUTH DAKOTA

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THIS DEVELOPMENT AGREEMENT, pursuant to Resolution #24-27, passed and approved on June 10th, 2024, is entered into by and between the **CITY OF YANKTON**, a South Dakota home rule municipal corporation (hereinafter called “**CITY**”) **YANKTON THRIVE**, a South Dakota Economic Development Corporation (hereinafter referred to as “**DEVELOPER**”);

WITNESSETH:

WHEREAS, CITY recognizes the importance of its continued role in economic development; and

WHEREAS, by Resolution #24-27 dated June 10th, 2024, pursuant to Chapter 11-9 of the South Dakota Codified Laws (as amended), (hereinafter called the “**Act**”), CITY created Tax Increment District Number Fourteen (the “**District**”) in accordance with the Act, to promote development of the TID Property, which development would not otherwise occur solely through private investment in the reasonably foreseeable future (“**TID**”) Exhibit A shows Resolution #24-27; and

WHEREAS, the Act authorizes the expenditure of funds derived within a TID for the payment of expenditures made or estimated to be made and monetary obligations incurred or estimated to be incurred by the CITY establishing TID, for grants, costs of public works or public improvements in the TID, plus other costs incidental to those expenditures and obligations, consistent with the project plan of the TID, which expenditures and monetary obligations constitute project costs, as defined in Section 11-9-14 of the Act (“**Project Costs**”); and

WHEREAS, on June 10th, 2024, by a CITY Resolution, the City adopted and approved the Tax Increment Project Plan providing for development of TID Property.

NOW, THEREFORE, in consideration of the mutual promises, covenants, obligations, and benefits contained in this Agreement, CITY and DEVELOPER hereby agree as follows:

Article I. DEFINITIONS

Unless the context otherwise requires, the terms defined in this Article I shall, for all purposes of this Agreement and of any amendment, have the meanings herein specified:

“**CITY**” and “**DEVELOPER**” shall have the meanings specified above.

“**Act**” shall mean the Chapter 11-9 of the South Dakota Codified Laws, as defined above and as may be amended from time to time.

“**Agreement**” shall mean this document by and among CITY and DEVELOPER, which may be amended from time to time, pursuant to the provisions contained herein and which shall constitute both an obligation under Section 6-8B-1(1) of the Act and a grant under Section 11-9-1(3) of the Act.

“Available Tax Increment Funds” shall mean the positive tax increments of the District;

“Construction Schedule” shall mean the timetable for constructing the improvements specified in the Project Plan and this Agreement.

“District” means Tax Increment District Number Fourteen of the City of Yankton.

“Effective Date” shall mean the twentieth (20th) day after publication by the City Commission of the Resolution authorizing the execution of this Agreement by CITY.

“Grant” shall have the meaning set forth in the Act.

“Phase” shall mean a portion of the Project that is being constructed by DEVELOPER normally being a set number of units or acres out of the TID Property being constructed together during a specific timeline.

“Project” shall have the meaning specified in paragraph 3.1 of this Agreement, and as more specifically detailed in the Project Plan as (either or both) may be amended from time to time.

“Project Costs” shall have the meaning specified above.

“Project Plan” shall mean the final Project Plan as defined in the Act, as approved and as may be amended from time to time by the CITY.

“Public Infrastructure Improvements” shall have the meaning specified in Paragraph 3.02 of this Agreement, and as more specifically detailed in Exhibit B, the Project Plan, as (either or both) may be amended from time to time.

“TID” shall have the meaning specified above.

“TID Property” shall mean the real property subject to the Project Plan.

Singular and Plural: Words used herein in the singular, where the context so permits, also includes the plural and vice versa, unless otherwise specified.

Article II. OBLIGATION AND REPRESENTATIONS

Section 2.01 Obligation. CITY agrees to pay to DEVELOPER Available Tax Increment Funds revenues it receives for the District, the total of which shall not exceed \$5,764,639 together with imputed interest.

Section 2.02 THIS AGREEMENT DOES NOT CONSTITUTE A DEBT WITHIN THE MEANING OF ACRTICLE 13 SECTION 4 OF THE SOUTH DAKOTA CONSTITUTION. NO OBLIGATION IS CREATED BEYOND A FISCAL YEAR IN WHICH AN ANNUAL APPROPRIATION HAS BEEN MADE

Subject to annual appropriation The right to receive the Available Tax Increment Funds referred to in Section 2.01 is a grant under the Act. The Grant is a personal property right vested with DEVELOPER on the date of execution of this Agreement. The Grant shall constitute a specific project cost under the Act and is deemed made on the date of the execution of this Agreement.

Section 2.03 No Certificated Tax Increment Revenue Bonds. CITY and DEVELOPER represent that they understand and agree that the CITY shall not issue any certificated tax increment revenue bonds to cover any costs directly or indirectly related to DEVELOPER’s improvement of the TID under this Agreement. This agreement shall constitute the only obligation.

Section 2.04 Tax Increment District Number Fourteen CITY represents to DEVELOPER that as of the date hereof that the TID is a Tax Increment District established by CITY pursuant to Resolution #24-27 passed and approved on June 10th, 2024, and has authority to carry on the functions and operations contemplated by this Agreement.

Section 2.05 Developer’s Representations. DEVELOPER represents to CITY:

- (a) that DEVELOPER is an entity organized in the State of South Dakota;
- (b) that DEVELOPER has the authority to enter into this Agreement and to perform the requirements of this Agreement;
- (c) I that DEVELOPER’s performance under this Agreement shall not violate any applicable judgment, order, law or regulation;
- (d) that DEVELOPER’s performance under this Agreement shall not result in the creation of any claim against CITY for money or performance, any lien, charge, encumbrance or security interest upon any asset of CITY; and
- (e) that DEVELOPER shall have sufficient capital to perform all of its obligations under this Agreement when it needs to have said capital; and that DEVELOPER owns the TID Property.

Section 2.06 Approvals. CITY and DEVELOPER represent each to the others that the execution, delivery, and performance of this Agreement on its part does not require consent or approval of any person that has not been obtained.

Section 2.07 Assignment of Payments. The CITY represents that DEVELOPER may rely upon the payments to be made to it out of the Available Tax Increment Funds as specified in this Agreement and that DEVELOPER may assign its rights to such payments, either in full or in trust, for the purposes of financing its obligations related to this Agreement, but DEVELOPER's right to such payments is subject to the other limitations of this Agreement. The CITY will issue a check or other form of payment made payable to the DEVELOPER or its assigns.

Section 2.09 Continued Cooperation. CITY and DEVELOPER represent each to the others that it shall make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires its continued cooperation.

Section 2.10 Completion of Improvements. CITY and DEVELOPER represent that they understand and agree that DEVELOPER shall diligently work to successfully complete any and all required improvements in accordance with the Construction Schedule.

Section 2.11 No General Obligation of the CITY. DEVELOPER represents that it understands that any contributions made by DEVELOPER in anticipation of reimbursement from Available Tax Increment Funds shall not be, nor construed to be, a general obligation of the CITY. The Agreement is payable only out of the special fund created under §11-9-31 of the Act. **THIS AGREEMENT SHALL NOT CONSTITUTE A GENERAL INDEBTEDNESS OF THE CITY NOR A CHARGE AGAINST ITS GENERAL TAXING POWER.** DEVELOPER shall bear all risks associated with reimbursement, including, but not limited to: incorrect estimates of tax increment, changes in tax rates or tax collections, changes in state law or interpretations thereof, changes in market or economic conditions impacting the project, changes in interest rates or capital markets, changes in development code requirements, default by tenants, unanticipated effects covered under legal doctrine of force majeure, and/or other unanticipated factors.

Section 2.12 Pledge of the State. The State of South Dakota pursuant to Section 11-9-39.1 of the Act has pledged to not alter any of the rights vested in this Agreement until they are fully met and discharged.

Article III. THE PROJECT

Section 3.01 The Project. The Project shall constitute and include the design, construction, assembly, installation and implementation of the project.

Section 3.02 The Public Infrastructure Improvements. The Public Infrastructure Improvements shall constitute and include the design, construction, assembly, installation and implementation of the project costs described in the Project Plan on Exhibit B.

Section 3.03 Construction of the Public Infrastructure Improvements. Public Infrastructure Improvements shall be constructed by the DEVELOPER through private contract. The CITY shall not bid nor contract any improvement described in this Agreement.

Section 3.04 Financing of the Project. The cost of the Project and Public Infrastructure Improvements and all other improvement expenses associated with the Project shall be through the use of DEVELOPER's own capital or through commercial or private construction loans/lines of credit secured solely by DEVELOPER. DEVELOPER may use any or part of the TID Property as collateral for the construction loan or loans as required for the financing of the Project. THESE AVAILABLE TAX INCREMENT FUND PAYMENTS MADE TO DEVELOPER ARE NOT INTENDED TO REIMBURSE DEVELOPER FOR ALL OF ITS COSTS INCURRED IN CONNECTION WITH PERFORMING ITS OBLIGATIONS UNDER THIS AGREEMENT. The CITY hereby pledges all Available Tax Increment Funds as full reimbursement to DEVELOPER, up to the maximum total amount specified in this Agreement.

Section 3.05 CITY Costs. There shall be no CITY costs financed with the TID.

Article IV. DUTIES AND OBLIGATIONS OF THE DEVELOPER.

(a) DEVELOPER agrees to complete, or cause to be completed, the improvements described in the Project Plan and this Agreement. DEVELOPER agrees to provide, or cause to be provided, all materials, labor, and services for completing the Project. DEVELOPER also agrees to obtain or cause to be obtained, all necessary permits and approvals from CITY and/or all other governmental agencies having jurisdiction over the construction of improvements to the TID Property.

(b) DEVELOPER shall prepare, or cause to be prepared plans and specifications for the Public Infrastructure Improvements in each Phase prior to starting any construction in said Phase. DEVELOPER shall not commence any construction on the Project until the plans and specifications for each Phase have been approved in writing by the appropriate department of CITY.

(c) DEVELOPER agrees to supervise the construction of the Project and cause the construction to be performed substantially in accordance with the Project Plan and the plans and specifications approved by the appropriate department of CITY. DEVELOPER also agrees to provide periodic reports of such construction to CITY upon reasonable request.

(d) DEVELOPER shall be responsible for paying, or causing to be paid, to CITY and all other governmental agencies the cost of all applicable permit fees and licenses required for construction of the Project.

(e) DEVELOPER agrees to commence and complete the Project in accordance with the Construction Schedule. If substantial completion of the Project is delayed by reason of war, civil commotion, acts of God, inclement weather, governmental restrictions, regulations, fire or other casualty, court injunction, necessary condemnation proceedings, interference by third parties, or any circumstances reasonably beyond DEVELOPER's control, then at CITY's reasonable discretion, the deadlines set forth in the Construction Schedule shall be extended by the period of each such delay.

(f) DEVELOPER shall pay monthly rates and charges for all utilities (such as water, electricity, and sewer services) used by DEVELOPER in regard to the development of the TID Property for all areas owned by DEVELOPER during construction of the Project, and for so long as DEVELOPER owns those areas.

(g) DEVELOPER shall cooperate with the CITY in providing all necessary information to CITY in order to assist the CITY in complying with this Agreement.

(h) DEVELOPER shall submit written annual reports, starting no later than thirty (30) days following the end of the fiscal year in which the TID was created detailing the amount of Available Tax Increment Funds received and the amounts thereof applied to pay DEVELOPER'S principal and interest on its private financing.

(I) The Developer agrees to waive the discretionary tax formula on platted lots within the development in accordance with the Yankton County discretionary tax formula policies and procedures during the duration of Tax Increment Financing District Number 14.

Article V. INSURANCE

DEVELOPER shall maintain a policy of liability insurance, acceptable to the CITY, with liability limits of at least one million dollars \$1,000,000.00 that names the CITY OF YANKTON as an additional insured. Such a policy shall remain in effect until the CITY accepts the improvements.

Article VI. DEFAULT AND TERMINATION

In the event that DEVELOPER fails to commence construction of the Project, fails to complete construction of the Project, or fails to perform any other obligation pursuant to the terms of this Agreement, CITY may terminate this Agreement if DEVELOPER does not take adequate steps to cure its failure within ninety (90) calendar days after receiving written notice from CITY requesting the failure be cured.

Article VII. INDEMNIFICATION

DEVELOPER covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, CITY (and the elected officials, employees, officers, directors, and representatives of CITY) from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal injury or death and property damage, made upon CITY directly or indirectly arising out of, resulting from or related to DEVELOPER's negligence, willful misconduct or criminal conduct in its activities under this Agreement, including any such acts or omissions of DEVELOPER, any agent, officer, director, representative, employee, consultant or subconsultants of DEVELOPER, and their respective officers, agents, employees, directors and representatives while in the exercise or performance of the rights or duties under this Agreement, all without, however, waiving any governmental immunity available to CITY under South Dakota Law and without waiving any defenses of the parties under South Dakota Law. The provisions of this INDEMNIFICATION are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. DEVELOPER shall promptly advise CITY in writing of any claim or demand against CITY related to or arising out of DEVELOPER's activities under this Agreement and shall see to the investigation and defense of such claim or demand at DEVELOPER's cost to the extent required under the Indemnity in this paragraph. CITY shall have the right, at their option and at their own expense, to participate in such defense without relieving DEVELOPER of any of its obligations under this paragraph.

Article VIII. SITE INSPECTION

DEVELOPER shall allow CITY reasonable access to the TID Property owned or controlled by DEVELOPER for inspections during and upon completion of construction of the Project and to documents and records necessary for CITY to assess DEVELOPER's compliance with this Agreement.

Article IX. LIABILITY

As between CITY and DEVELOPER, DEVELOPER shall be solely responsible for compensation payable to any employee or contractor of DEVELOPER, and none of DEVELOPER's employees or contractors will be deemed to be employees or contractors of CITY as a result of the Agreement. To the extent permitted by South Dakota law, no director, officer, employee or agent of CITY shall be personally responsible for any liability arising under or growing out of this Agreement.

Article X. EXAMINATION OF RECORDS

CITY reserves the right to conduct examinations, during regular business hours and following notice to DEVELOPER by CITY, of the books and records related to this Agreement no matter where books and records are located.

Article XI. NON-WAIVER

Any provision of this Agreement may be amended or waived if done in writing and is signed by CITY, through a Resolution passed and approved by its City Commission and DEVELOPER. No course of dealing on the part of CITY, or DEVELOPER nor any failure or delay by CITY or DEVELOPER in exercising any right, power, or privilege under this Agreement shall operate as a waiver of any right, power or privilege owing under this Agreement.

Article XII. ASSIGNMENT

(a) All covenants and agreements contained herein by CITY shall bind their successors and assigns and shall inure to the benefit of DEVELOPER and their successors and assigns.

(b) CITY may assign their rights and obligations under this Agreement, to any governmental Entity without prior consent of DEVELOPER. If CITY assigns their rights and obligations under this Agreement then CITY will send DEVELOPER written notice of such assignment within fifteen (15) days of such assignment.

(c) Any restrictions herein on the transfer or assignment of DEVELOPER's interest in this Agreement shall not apply to and shall not prevent the assignment of this Agreement to any corporation or other entity with which DEVELOPER may merge or consolidate or that may succeed to a controlling interest in the business of DEVELOPER; nor shall the foregoing apply to or prevent DEVELOPER from assigning the proceeds of this Agreement to a lending institution or other provider of capital in order to obtain financing for the Project. In no event, however, shall CITY be obligated in any way to the aforementioned financial institution or other provider of capital.

(d) DEVELOPER may make partial or complete assignment of the Agreement, but only upon written consent of the CITY, which consent shall not be unreasonable withheld. Absent written consent by the CITY to the assignment of the Grant Amount, the DEVELOPER shall indemnify the CITY as to any claims by third parties that payments made pursuant to this Agreement should have been made to anyone besides the DEVELOPER.

Article XIII. CONFLICT OF INTEREST

DEVELOPER acknowledges that the Charter of CITY and its ethics code prohibit a CITY officer or employee from having a financial interest in any contract with the CITY or any CITY agency such as CITY-owned utilities. DEVELOPER warrants and certifies, and this Agreement is made in reliance thereon, that they, their officers, employees and agents are neither officers nor employees of CITY as prohibited above.

Article XIV. ENTIRE AGREEMENT

This written Agreement, embodies the final and entire agreement between the parties hereto and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. The exhibits attached to this Agreement are incorporated herein and shall be considered a part of this Agreement for the purposes stated herein, except that if there is a conflict between an exhibit and a provision of this Agreement, the provision of this Agreement shall prevail over the exhibit.

Article XV. CHANGES AND AMENDMENTS

Except when the terms of this Agreement expressly provide otherwise, any alterations, additions, or deletions to the terms hereof shall be by amendment in writing executed by CITY and DEVELOPER and evidenced by passage of a subsequent CITY Resolution, as to CITY's approval.

It is understood and agreed by the parties hereto that changes in local, state and federal rules, regulations or laws applicable to DEVELOPER's services hereunder may occur during the term of this Agreement and that any such changes shall be automatically incorporated into this Agreement without written amendment hereto and shall become a part hereof as of the effective date of the rule, regulation or law.

Article XVI. SEVERABILITY

If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the charter, code, or Ordinances of CITY, then and in that event it is the intent of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein. It is also the intent of the parties hereto that in lieu of each clause or provision of this Agreement that is invalid, illegal, or unenforceable, there be added as a part of the Agreement a similar clause or provision as may be possible, legal, valid and enforceable.

Article XVII. LEGAL AUTHORITY

Each person executing this Agreement on behalf of the CITY and DEVELOPER, represents, warrants, assures and guarantees that he has full legal authority to (i) execute this Agreement on behalf of CITY and/or DEVELOPER, respectively, and (ii) to bind CITY and/or DEVELOPER to all of the terms, conditions, provisions and obligations herein contained.

Article XVIII. VENUE AND GOVERNING LAW

THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF SOUTH DAKOTA. Any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Agreement shall be heard and determined in Yankton County, South Dakota.

Article XIX. TAXES & LICENSES

DEVELOPER shall pay, on or before their respective due dates, to the appropriate collecting authority all Federal, State, and local taxes and fees that are now or may hereafter be levied upon the TID Property or upon DEVELOPER or upon the business conducted on the TID Property, or upon any of DEVELOPER's property used in connection therewith, including employment taxes; and DEVELOPER shall maintain in current status all federal State, and local licenses and permits required for the operation of the business conducted by DEVELOPER.

Article XX. PARTIES' REPRESENTATIONS

This Agreement has been jointly negotiated by the CITY and DEVELOPER and shall not be construed against a party because that party may have primarily assumed responsibility for the drafting of this Agreement.

Article XXI. NOTICE

Any notice sent under this Agreement shall be written and mailed with sufficient postage, sent by certified mail, return receipt requested, documented facsimile or delivered personally to an officer of the receiving party at the following addresses:

CITY

City of Yankton
City Hall
416 Walnut Street
Yankton, SD 57078

DEVELOPER

Yankton Thrive
803 E 4th Street
Yankton, SD 57078

Each party may change its address by written notice in accordance with this Article. Any communication delivered by facsimile transmission shall be deemed delivered when receipt of such transmission is received if such receipt is during normal business hours or the next business day if such receipt is after normal business hours. Any communication so delivered in person shall be deemed received when receipted for by or actually received by an officer of the party to whom the communication is properly addressed. All notices, requests or consents under this Contract shall be (a) in writing, (b) delivered to a principal officer or managing entity of the recipient in person, by courier or mail or by facsimile, telegram, telex, cablegram or similar transmission, and (c) effective only upon actual receipt by such person's business office during normal business hours. If received after normal business hours, the notice will be considered to have been received on the next business day after such delivery. Whenever any notice is required to be given by applicable law or this Contract, a written waiver thereof, signed by the Person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. Each party shall have the right from time to time and at any time to change its address by giving at least 15 days' written notice to the other party.

Article XXII. CAPTIONS

All captions used herein are only for the convenience of reference and shall not be construed to have any effect or meaning as to the agreement between the parties hereto.

Article XXIII. TERM

The term of this Agreement shall commence on the Effective Date and end on the date which is the earlier to occur of the following:

- (iii) the date which all monetary obligations under this Agreement have been paid and CITY expenditures reimbursed; or
- (ii) the date this Agreement is terminated as provided in Article VIII; or
- (iii) 20 years from the creation of the District.

Article XXIV. REFUNDING

This Agreement may be refunded at any time pursuant to SDCL 6-8B.

IN WITNESS THEREOF, the parties hereto have caused this instrument to be duly executed this _____ day of June 2024.

CITY OF YANKTON

Mason Schramm, Mayor

ATTEST:

Lisa Yardley, City Finance Officer
SEAL

YANKTON THRIVE

**COUNTER SIGNED
RESIDENT ATTORNEY**

By:
Its:

EXHIBIT A

Resolution #24-27

EXHIBIT B

The Project Plan

**CITY OF YANKTON TAX INCREMENT
FINANCE DISTRICT #14**



Created

June 2024

Prepared by Tobin Morris
Colliers Securities LLC
124 W. Dakota Avenue | Pierre, SD 57501
tobin.morris@colliers.com

Memorandum #24-128

To: Amy Leon, City Manager
From: Dave Mingo, AICP Community and Economic Development Director
Subject: Planning Commission Action and Resolution #24-28
Yankton Tax Incremental District Number 15
Date: June 4, 2024

The Planning Commission will be considering Tax Incremental District Number 15 (TID #15) at their meeting June 10, 2024 at 5:30 P.M., prior to the City Commission meeting later that evening. The Planning Commission's recommendation will include:

- Naming the district.
- Establishing the district boundaries.
- Establishing the criteria under which the district is eligible.
- A recommendation on the attached plan.

The proposed TID #15 qualifies as a "housing" TID that will meet specific rent price limit qualifications established by the South Dakota Department of Revenue. This means the rental rates must be at or below the calculated rent for the state's 80 percent area median income for the first five years following the date of first occupancy.

The project plans include the construction of a 70-unit affordable housing project (5 buildings with 14 units each). The attached resolution establishes the district, and the associated plan does a good job of outlining the items that are under review as a part of the process. South Dakota Codified Law allows for consideration of the plan simultaneously with other required actions if the plan is ready. In this instance we are moving forward with consideration of all items concurrently because the plan is ready.

All indications are that there is still a substantial need for workforce housing. Contractors continue to be remarkably busy with projects in the price points that they have selected. Their work at every price point is important to the community. The creation of housing units in any segment of the market benefits the entire community by adding to the available housing stock.

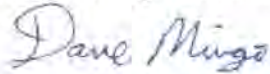
As always with our developer submitted TID proposals, the Development Agreement will dictate that the payouts to the developer are performance based. That is, if approved, the City will not pay anything back to the developer that did not come from the taxable property value increases resulting from the project and other taxable value appreciation at the site. The City will not incur any debt related to the project and the City will be held harmless in all respects. The agreement also stipulates a maximum proceed payment and the maximum time limit that payments can occur. Although not anticipated, any potential shortfall of the projected increment identified in the plan will mean a lesser payment to the developer. Based on these provisions, the contract is set up to be performance based. The developer will not receive proceeds if taxable development does not occur.

The project meets our “but for” criteria when it comes to considering a TID. It is reasonable to believe that the project cannot move forward “but for” the creation of a TID, and housing is a critical need in Yankton.

When it comes to land development, the commission’s decisions are often much more complex than in this instance. That is because in some instances, the City is in the chain of title (is the owner / developer) of the land being considered for development. This project represents one of those situations where the City has no risk. The project is private developer funded and driven and is performance based.

The developer plans to invest close to \$12,000,000 in the project and requests \$1,421,220 which is under the \$1,713,200 that is TID eligible. The South Dakota Department of Revenue has issued a “Preliminary Classification” for the proposal which means they have reviewed the TID #15 plan and determined it meets the criteria for the applicable eligibility.

Respectfully submitted,



Dave Mingo, AICP
Community and Economic Development Director

Recommendation: It is recommended that the City Commission approve the referenced Tax Incremental District Number 15 by passing Resolution #24-28 and executing the associated Development Agreement. It is also recommended that the City Manager be authorized to execute any other administrative documents associated with the creation and implementation of the TID.

I concur with this recommendation.

I do not concur with this recommendation.



Amy Leon
City Manager

Roll Call

RESOLUTION #24-28

RESOLUTION APPROVING AND RECOMMENDING OF TAX INCREMENTAL DISTRICT PLAN NUMBER FIFTEEN, CITY OF YANKTON

WHEREAS, the Planning Commission of City of Yankton, South Dakota, recommends to the Board of City Commissioners the creation of Tax Incremental District Number 15 after publishing a Notice of Hearing and conducting said hearing at which interested parties were afforded a reasonable opportunity to express their views on the proposed creation of a Tax Incremental District on real property consisting of the following parcels:

District Legal Description:

- Lot 2 of Full Bloom Addition to the City of Yankton, SD

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

WHEREAS, such Notice was published in the official newspapers in City of Yankton not less than ten (10) nor more than thirty (30) days from the date of the hearing which was held on June 10, 2024.

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

City of Yankton
Yankton County Commission
James River Water Development District
Yankton School District 63-3

WHEREAS, a hearing was held on June 10, 2024, as provided in such Notice, and all interested parties were allowed a reasonable opportunity to be heard on the proposed Tax Incremental District Fifteen plan;

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

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

NOW THEREFORE, IT IS HEREBY RESOLVED:

1. **Authority and Declaration of Necessity.** The City Commission declares the necessity for the approval of Tax Incremental District Number Fifteen plan, City of Yankton, Yankton County (hereinafter sometimes referred to as the “District”), pursuant to SDCL Chapter 11-9, and finds that the improvement of the area within the District are likely to enhance significantly the value of substantially all of the other real property in the District and is necessary for Economic Development within the County and the City of Yankton.
2. **Findings.** The City Commission makes the following findings with regard to Economic Development:
 - a. The proposed improvements will diversify the overall economic base of the City of Yankton through increased housing opportunities.
 - b. More than 50% of the property in the District by area will stimulate and develop the general economic welfare and prosperity of the City;
 - c. Improvements to the District will significantly and substantially enhance the value of all property within the District;
 - d. The aggregate assessed value of the District plus the tax incremental base of all other existing Districts in the City does not exceed Ten (10%) percent of the total assessed valuation in the City;
 - e. The South Dakota Department of Revenue has reviewed the TIF Plan and classified the Tax Increment District Fifteen of City of Yankton to be Affordable Housing.
3. **Boundaries of District.** The Boundaries of the district are determined to be as follows:
 - Lot 2 of Full Bloom Addition to the City of Yankton, SD

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

4. **Findings of Annual Appropriation TID.** Tax Increment District #15 will be designated as an Annual Appropriations TIF to ensure that it does NOT count against constitutional debt.
5. **Creation of Tax Incremental Fund.** There is hereby created, pursuant to SDCL 11-9-31, a Tax Incremental District Number Fifteen Fund, which shall be a segregated asset account. All tax increments collected pursuant to Tax Incremental District Number Fifteen shall be deposited into the Tax

Incremental District Number Fifteen Fund. All funds in the Tax Incremental District Number Fifteen Fund shall be used solely for those purposes expressly stated and reasonably inferred in SDCL Chapter 11-9

6. **Adoption of Tax Increment Plan.** The City Commission of the City of Yankton does hereby adopt the Tax Increment Plan Number Fifteen as presented.

Passed and approved this 10th day of June, 2024.

ATTEST:

Mason Schramm, Mayor

Lisa Yardley, City Finance Officer

(SEAL)



City of Yankton

TID #15

Lot 2, Full Bloom Addition to the City of Yankton, South Dakota

CITY OF YANKTON TAX INCREMENT FINANCE DISTRICT #15



Created

June 2024

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INTRODUCTION – THE PROJECT

Tax Increment Financing (TIF) is an incentive utilized by local governments to attract private development and investment. New investment equals new jobs, more customers, and in turn, more investment opportunity. The incentive can also help attract and retain existing businesses and workers that might otherwise find more attractive options elsewhere. The jobs and additional investment, both private and public, mean more money for the community. Tax Increment Financing helps to overcome costs that often prevent redevelopment and private investment from occurring in the community. As a result, the TIF area itself improves and property values increase.

Specifically, money for improvements and other incentives comes from the growth in property valuations and the corresponding property tax revenues — the tax increment. A tax increment is the difference between the amount of property valuation present within the TIF district before TIF district designation and the amount of property valuation increase due to the creation of a TIF district. Property taxes collected on the original valuation existing in the TIF at the time of its designation continue to be distributed to the city, school district, county and all other taxing districts in the same manner as if the TIF district did not exist. Only property taxes collected as a result of the incremental increase in the value of these properties after formation of the TIF district are available for use by the counties or cities to fund projects costs in the TIF district.

In addition to increasing property valuation, creating a Tax Increment District for the benefit of affordable housing can mean creating housing opportunities for the local workforce. Today's business climate allows corporations the flexibility to call any state in the union their home. It is up to local communities to attract and retain residents to their communities. Using Tax Increment Financing is one of the most powerful economic development tools to help communities achieve their goals.

A local government, per South Dakota Codified Law, Chapter 11-9, can designate a specific area within its boundaries as a redevelopment area appropriate for a TIF district and prepare a plan for development. TIF projects must be recommended for approval by the County or City Planning Commission and the County or City Commission.

The primary objective of TIF #15 is to enhance a currently undeveloped parcel of land located along Douglas Avenue and East 31st Street all within the City of Yankton. The proposed development will consist of up to 70 multifamily units that will be designated for workforce housing.

PURPOSE & GENERAL DEFINITIONS

The property upon which this Tax Incremental District (TID) is proposed to be implemented is located within City of Yankton, South Dakota. As such, the creation of City of Yankton TIF #15 shall be conditioned upon the creation of the District by resolution, and the establishment of the TID boundaries and approval of the TID Project plan by the City of Yankton Planning and Zoning Commission.

The purpose of this Plan, to be implemented by City of Yankton, South Dakota is to satisfy the requirements for a Tax Increment District Number Fifteen as specified in SDCL Chapter 11-9. The principal purpose of the Plan is to define eligible property and to define a Tax Increment Plan for funding eligible activities in an eligible area of the City. The Plan will describe the boundary, estimated costs, feasibility, and fiscal impact of the District.

This Plan was prepared for adoption by the City Commissioners in recognition that the area requires a coordinated, cooperative strategy, with financing possibilities, to promote economic development growth and accomplish the City's development objectives for improving the continued viability of the City.

The driving interest in the establishment of this Plan is to offer tax increment financing as a tool to stimulate and leverage private sector development and redevelopment, and to promote economic development growth throughout the District.

The intention of this TIF Project is to enhance a currently vacated lot on the southern part of the City of Yankton by establishing the infrastructure required for the construction of a multifamily apartment complex. The proposed 70-unit multifamily development will help expand the City of Yankton's housing options. The City currently has a shortage of affordable housing options, and the proposed development will help alleviate that housing shortage. The benefit to the City of Yankton is the proposed development will help attract and retain residents within the City.

The proposed City of Yankton TIF #15 will be a tremendous benefit to the City of Yankton as it will help alleviate the shortage of housing options. The City has had significant population growth which can cause the local housing stock to decrease. According to the 2022 City of Yankton Housing Study, from the years 1990 to 2000, the City grew 6.5%. The years 2000 to 2010, the City had a population increase of 6.8%. In 2020, the population for the City of Yankton was 15,411 people. When compared back to the 2010 Census, the City had added 957 permanent residents, for a population increase of 6.6%. The 2020 Census count continued a long pattern of very

Table 1 Population Trends - 1990 to 2020						
	1990 Census	2000 Census	% Change 1990-2000	2010 Census	% Change 2000-2010	2020 Census
Yankton	12,703	13,528	6.5%	14,454	6.8%	15,411
Greater Yankton	22,956	25,291	10.2%	26,004	2.8%	26,843
Four-County	46,006	47,901	4.1%	47,061	-1.8%	47,084

Source: U.S. Census

consistent growth for the community. It is anticipated that the consistent growth of the City will continue.

The shortage of housing options due to the population increase in the City of Yankton has caused pent-up demand in various areas of the housing market. The 2022 Yankton Housing Study recommends the development of approximately 275 to 325 units of rental housing over a five-year projection period. This unit recommendation is primarily based on a combination of projected household growth and pent-up demand from underserved segments.

The following shows what the 2022 Yankton Housing Study recommends for the development of rental housing within the City of Yankton:

- ▶ 625 conventional market rate units
- ▶ 174 moderate rent /income restricted tax credit units
- ▶ 225 subsidized units for senior/disabled occupancy
- ▶ 351 subsidized units for general occupancy
- ▶ 168 specialized senior units/beds (detailed in following section)

The City of Yankton has a very low vacancy rate for rental units. According to the 2022 Yankton Housing Study, when occupied units did exist, they were generally due to recent turnover and were in the process of being filled. Most owners/managers reported strong demand, with frequent phone calls from prospective tenants. A commonly used standard is that a vacancy rate between 3% and 5% is considered acceptable. Based on the open units that were reported, the estimated vacancy rate within the conventional market rate sector would be approximately 1% or less.

The City of Yankton TIF #15 will assist with the much needed rental housing with 70 new multifamily units. The new apartment complex will help attract and retain residents of the City of Yankton through housing opportunities.

The Developer, Bluestem Reserve, LP, has extensive experience in the development of multifamily, single family, and commercial properties. VeldCo is the lead developer, general contractor, and investor in Bluestem Reserve, LP. VeldCo is a full-service real estate and construction firm in Sioux Falls, South Dakota. In both residential and commercial divisions, VeldCo handles bare ground development, brokerage, general contracting, and finish carpentry services. Some of VeldCo's previous and current developments are shown below:

- Briarwood – 12 complex community in Sioux Falls
- Maple Rock – 145 unit multifamily in Sioux Falls similar to Briarwood
- Jefferson Reserve – 84 unit multifamily in Sioux Falls
- Timber Oak – Single Family residence
- Velhtuis – 144 unit multifamily in Sioux Falls
- The Blu – 128 unit multifamily in Lake Lorraine Sioux Falls
- Roosevelt Marketplace – Sioux Falls

The Blu - 128 unit multifamily in Lake Lorraine Sioux Falls



Velhtuis - 144 unit multifamily in Sioux Falls



Timber Oak – Single Family Residence



Roosevelt Marketplace – Sioux Falls



The following shows the conceptual design of the proposed apartment complex within the City of Yankton:



The following photo shows the “Briarwood” project previously completed in Sioux Falls that is similar to the proposed development:



General Definitions

The following terms found in this Plan are defined as the following:

"Base" or "Tax Incremental Base" means the aggregate assessed value of all taxable property located within a Tax Incremental District on the date the district is created, as determined by SDCL § 11-9-20.

"Blighted or Economic Development" SDCL § 11-9-8.

(1) Not less than twenty-five percent, by area, of the real property within the district is a blighted area or not less than fifty percent, by area, of the real property within the district will stimulate and develop the general economic welfare and prosperity of the state through the promotion and advancement of industrial, commercial, manufacturing, agricultural, or natural resources; and

(2) The improvement of the area is likely to enhance significantly the value of substantially all of the other real property in the district

"City Commission" means the City Commission of Yankton, South Dakota

"Calendar Year" means the starting date of January 1 to an ending date of December 31st.

"Department of Revenue" means the South Dakota Department of Revenue.

"Developer" means Bluestem Reserve, LP

"District" means the Tax Increment District.

"Economic Development" means all powers expressly granted and reasonably inferred pursuant to SDCL § 9-54.

"Fiscal year" means that fiscal year for City of Yankton

"Generally Applicable Taxes" shall have the same meaning as set forth in 26 CFR § 1.141-4(e).

"Governing body" means the City of Yankton, South Dakota

"Grant" means the transfer for a governmental purpose of money or property to a transferee that is not a related party to or an agent of the municipality;

"Infrastructure Improvements" means a street, road, sidewalk, parking facility, pedestrian mall, alley, bridge, sewer, sewage treatment plant, property designed to reduce, eliminate, or prevent the spread of identified soil or groundwater contamination, drainage system, waterway, waterline, water storage facility, rail line, utility line or pipeline, or other similar or related structure or improvement, together with necessary easements for the structure or improvement, for the benefit of or for the protection of the health, welfare, or safety of the public generally.

"Planning Commission" means the City of Yankton Planning Commission

"Plan" means this Project Plan.

"Project Costs" means any expenditure or monetary obligations by City of Yankton, whether made, estimated to be made, incurred or estimated to be incurred, which are listed as Project Costs herein will include any costs incidental thereto but diminished by any income, special assessments, or other revenues, other than tax increments, received, or reasonably expected to be received, by City of Yankton in connection with the implementation of this Plan.

"Project Plan" means a properly approved Plan for the development or redevelopment of a tax incremental district including all properly approved amendments thereto as recommended pursuant to SDCL § 11-9-13.

"Public Works" means the Infrastructure Improvements, the acquisition by purchase or condemnation of real and personal property within the Tax Incremental District and the sale, lease, or other disposition of such property to private individuals, partnerships, corporations, or other entities at a price less than the cost of such acquisition which benefit or further the health, safety, welfare and economic development of the City and Project Costs.

"Taxable Property" means all real taxable property located in a Tax Incremental District.

"Tax Increment District" means a contiguous geographic area within a City defined and created by resolution of the governing body and named City of Yankton Tax Incremental District #15.

"Tax Increment Valuation" is the total value of the Tax Incremental District minus the tax incremental base pursuant to § 11-9-19.

"Tax Increment Law" means South Dakota Codified Laws Chapter 11-9.

CREATION OF CITY OF YANKTON TAX INCREMENT DISTRICT #15

The Developer has approached officials of City of Yankton are regarding the possibility of creating a Tax Incremental Financing District ("TID") to assist in the Project Costs within the Plan on land located within City of Yankton.

The primary objective of TIF #15 is to enhance a currently vacated lot on the northern side of the City along Douglas Avenue and 31st Street. The development will consist of a 70-unit apartment complex designed for workforce housing within the City.

Property Within Tax Increment #15

The real property to be located within the Tax Increment District is within the City of Yankton, described as follows:

- Lot 2 of Full Bloom Addition to the City of Yankton, SD

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

TAXABLE VALUE OF CITY OF YANKTON

State law requires that tax increment districts cannot exceed ten percent of the taxable value of a municipality. The 2023 Taxes Payable 2024 value for City of Yankton is \$1,337,913,501. The base value of the taxable property for inclusion into this Tax Incremental District #15, as estimated but not yet verified by Yankton County Director of Equalization, is \$183,500.

11-9-7. Maximum percentage of taxable property in municipality permitted in districts. In order to implement the provisions of this chapter, the resolution required by § 11-9-5 shall contain a finding that the aggregate assessed value of the taxable property in the district plus the **tax incremental base of all other existing districts does not exceed ten percent** of the total assessed value of taxable property in the municipality.

There are currently ten other active TIF Districts in City of Yankton.

City of Yankton	
Tax Increment District	Base Value
5	\$101,824
6	\$76,325
7	\$136,049
8	\$110,970
9	\$2,414,104
11	\$8,411,088
12	\$0
13	\$92,428
14	\$77,056
15	\$183,500
16	\$215,600
Total	\$11,818,944

City of Yankton Taxable Value
\$1,337,913,501

All TIF Base Value Must be less than 10%
\$133,791,350

Using the estimates provided for TID #15, the value of all existing Tax Increment Districts combined is less than 1% of the total 2023 Taxable Valuation.

KIND, NUMBER, LOCATION, AND DETAILED COSTS OF PROPOSED PUBLIC WORKS AND IMPROVEMENTS – SDCL § 11-9-13(1)

In order to implement the provisions of SDCL Chapter 11-9, the following are Project Costs and expenditures made or estimated to be made and the monetary obligations incurred or estimated to be incurred. The Project Costs include capital costs, financing costs, real property assembly costs, professional fee costs, imputed administration costs, relocation costs, organizational costs, discretionary costs and grants, plus any costs incidental thereto.

All Project Costs are found to be necessary and convenient to the creation of the Tax Incremental District and its implementation. The project constitutes economic development which is a proper public purpose of the City. The City exercises the powers expressly stated in and reasonably inferred by SDCL §11-9-15 and Chapter 9-54. The City shall enter into all contracts in accordance with South Dakota Law.

Costs of Public Works and Improvements

In accordance with SDCL § 11-9-14 the following is the kind, number, location and dollar amount of estimated Project Costs, costs of public works and improvements.

The following are estimated costs of the Project:

Kind of Project	Location ¹	Amount	Reference ²
Capital Costs (Street, Water & Sewer) (cleaning & grading of land & associated costs) ²	District		11-9-15(1)
Financing Costs	District		11-9-15(2)
Real Property Assembly	District		11-9-15(3)
Professional Fees	District		11-9-15(4)
Administrative Costs	District		11-9-15(5)
Relocation Costs	District		11-9-15(6)
Organizational Costs	District		11-9-15(7)
Discretionary Costs and Grants	District	\$1,421,220	11-9-15(8)
Eligible Project Costs		\$1,421,220	

The above are estimates of the costs involved in the project; the final total may be greater or smaller. An itemized listing of the estimated costs is set forth on Schedule 1. Because the cost estimates are only projected expenditures, the total authorized TID costs is expected to be \$1,421,220. This amount is the controlling value with respect to authorized TID Project Costs rather than the particular line-item amounts contained in the above Chart and Schedule 1.

The line-item categories proposed are for guidance only, and actual costs will be determined upon completion of the improvements. The above total represents eligible Project Costs. Only such amounts as are feasible will be allowed by the City or by monetary obligation.

1 District shall mean the Tax Increment District.

2 SDCL §11-9-15 (1) Capital costs, including the actual costs of the construction of public works or improvements, buildings, structures, and permanent fixtures; the demolition, alteration, remodeling, repair, or reconstruction of existing buildings, structures, and permanent fixtures; the acquisition of equipment; the clearing and grading of land; and the amount of interest payable on tax incremental bonds or notes issued pursuant to this chapter until such time as positive tax increments to be received from the district, as estimated by the Project Plan, are sufficient to pay the principal of and interest on the tax incremental bonds or notes when due;

(2) Financing costs, including all interest paid to holders of evidences of indebtedness issued to pay for Project Costs, any premium paid over the principal amount thereof because of the redemption of such obligations prior to maturity and a reserve for the payment of principal of and interest on such obligations in an amount determined by the governing body to be reasonably required for the marketability of such obligations;

(3) Real property assembly costs, including the actual cost of the acquisition by a municipality of real or personal property within a tax incremental district less any proceeds to be received by the municipality from the sale, lease, or other disposition of such property pursuant to a Project Plan;

(4) Professional service costs, including those costs incurred for architectural, planning, engineering, and legal advice and services;

(5) Imputed administrative costs, including reasonable charges for the time spent by municipal employees in connection with the implementation of a Project Plan;

(6) Relocation costs;

(7) Organizational costs, including the costs of conducting environmental impact and other studies and the costs of informing the public of the creation of tax incremental districts and the implementation of project plans; and

(8) Payments and grants made, at the discretion of the governing body, which are found to be necessary or convenient to the creation of tax incremental districts or the implementation of project plans.

Conditions of the Tax Increment relating to Constitutional Debt

It is specifically a condition the Tax Increment Plan that the City's obligation to pay is limited to the proceeds of the positive tax increment from the TID receipted into the TIF Fund. The obligation of the City to pay pursuant to the proposed TIF Plan does not constitute a general indebtedness of the City or a charge against the City's general taxing power. The provisions of SDCL 11-9-36 are specifically incorporated within the Agreement by reference. It is also to be specifically agreed that the City has made no representation that the proceeds from such Fund shall be sufficient to retire any indebtedness that may be incurred. The City further acknowledges that SDCL 11-9-25 limits the duration of allocation of the positive tax increment payments and the fund created by the TID.

Additionally, the City's obligations to make the payments set forth in the TIF Plan shall be lawfully made from funds to be budgeted and appropriated on an ANNUAL BASIS for that purpose during the City's then current fiscal year, thus not counting towards Constitutional Debt. If at any time during the term of this Tax Increment Plan, the governing body of the City shall fail or refuse to approve or authorize the funds due hereunder, then the Tax Increment District shall terminate upon the end of the fiscal year for which funds were approved or authorized, without penalty to the City. The City's obligation hereunder shall not in any way be construed to be a debt of the City in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by the City, nor shall anything contained herein constitute a pledge of the general credit, tax revenues, funds, or moneys of the City.

It is further understood that the amount of \$1,421,220 will be the maximum amount the City will ever pass on acting as a conduit for TIF #15. This amount will include any and all interest associated with the debt and the controlling value of the TIF will never pay more than \$1,421,220. All TIF revenue will be collected by the City until the full amount has been paid or 20 years from the year of creation, whichever happens first.

The payment of tax increment funds under this Agreement is a grant under Chapter 11-9 of the South Dakota Codified Laws (the "Grant"). The Grant is a personal property right vested with the City on the effective date of this Agreement. The City will grant this amount to the City of Yankton.

Expenditures Exceeding Estimated Cost

Any expenditures, which in sum would exceed the total amount of the TID amount of \$1,421,220, will require an amendment of this Plan. All amendments would be undertaken pursuant to SDCL §11-9-23.

When the expenditures within the Plan are increased in excess of more than 35 percent of the total above, the Department of Revenue will be required to reset the base, in accordance with SDCL §11-9-23.

If the Project Costs are not provided for in the original plan, the governing body would be required to amend the plan which requires the South Dakota Department of Revenue to re-determine the tax increment base when additional Project Costs are added to a plan. SDCL §11-9-23.

Detailed List of Estimated Project Costs

Attached as Schedule 1 is a detailed list of estimated Project Costs for the project as per SDCL § 11-9-13(3). No expenditure for Project Costs is provided for more than five years after the District is created.

FEASIBILITY STUDY, ECONOMIC DEVELOPMENT STUDY, AND FISCAL IMPACT STATEMENT

Feasibility Study

An economic feasibility study per SDCL § 11-9-13(2) is attached as Schedule 2.

Economic Development Study

Attached is Schedule 3 a Fiscal Impact Statement showing the impact of the Tax Increment District, until and after the bonds are repaid, upon all entities levying property taxes in the district. Required as per SDCL § 11-9-13(4).

Fiscal Impact Statement

Attached is Schedule 4 a Fiscal Impact Statement showing the impact of the Tax Increment District, until and after the bonds are repaid, upon all entities levying property taxes in the district. Required as per SDCL § 11-9-13(4).

METHOD OF FINANCING, TIMING OF COSTS AND MONETARY OBLIGATIONS

The payment of Project Costs is anticipated to be made by the City from the special fund of the Tax Incremental District (SDCL § 11-9-13(5)). Pursuant to the TIF Plan, the City will pay to the City all available tax increment funds it receives from the District.

Maximum Amount of Tax Increment Revenue

The maximum amount of tax increment revenue bonds or monetary obligations to be paid through Tax Increment District #15 shall be the amount sufficient to reimburse the City for the payments made for Project Costs and pay all tax increment bonds or monetary obligations in an amount not to exceed \$1,421,220 principal and interest or such lesser amount as may be feasible with the estimated revenue generated by the Tax Increment District.

Duration of Tax Increment Plan

The duration of the Plan will extend to the number of years it will take for the reimbursement of the City, the extinguishment of bonds and the monetary obligation except that the Plan duration **shall not exceed 20 calendar years** of revenue from the year of creation of the District.

ESTIMATED IMPACT OF TAX INCREMENT FINANCING ON REVENUES OF TAXING JURISDICTIONS

The site will generate taxes to the local jurisdictions at or above the assessed value of the base. All taxing districts shall receive the taxes from that base which will be the value set for the 2022 assessment year for taxes payable in 2023. The tax increment will be available to the taxing jurisdictions after dissolution, which is at or before twenty years after the creation of the District. Schedule 5 details the tax capture implications to each of the local taxing jurisdictions. After the repayment of all bonds and monetary obligations, taxing entities will receive their proportionate share of tax dollars for the base value and the tax incremental values.

GENERAL FUND

Mechanisms are built within State Codified Law to ensure that school districts are held harmless by TIF districts for their General Fund. For these purposes, law (SDCL 13-13-10.2) defines four classifications of TIFs:

- Economic Development - Any area where there is or will be one or more businesses engaged in any activity defined as commercial or industrial by the governing body that has zoning authority over the land contained within the tax incremental district
- Industrial - Any factory or any business engaged primarily in the manufacturing or assembly of goods, the processing of raw materials, and the wholesale distribution of products for resale
- Affordable Housing - Includes an area where: 1. The original selling price of any house in the district will be at or below the first-time homebuyer purchase price limit being used by the South Dakota Housing Development Authority as of the date the house is sold; OR 2. The monthly rental rate of all multifamily housing units in the district will be at or below the calculated rent for the state's eighty percent area median income as of the date the district is created, for a minimum of five years following the date of first occupancy.
- Local - Any tax incremental districts that do not fall under Economic Development or Industrial

Public school districts are generally funded through the State Aid to Education formula. The two primary channels of the formula are State Aid and Local Effort. Multiple agencies of the State of South Dakota calculate the amount of General Fund monies to be distributed to school districts each year through the State portion. Local effort is considered the amount of revenue that is generated by local property taxes at maximum levies.

If a TIF is classified as Economic Development, Industrial, or Affordable Housing, the school funding that would be generated by the increment valuation is considered lost local effort and is paid through the State Aid side of the formula. If a TIF is classified as Local, the affected school district funding must be recouped through local effort in the form of an additional levy added to the General and Special Education Funds. In either scenario, the school district receives the financial need associated with the increment valuation.

City of Yankton TIF #15 has already received the preliminary classification from the Department of Revenue. The TIF is considered Affordable Housing; therefore, any lost local effort of the General Fund will be covered through the State Aid to Education Formula.

CAPITAL OUTLAY FUND

The impact of a TIF to the Capital Outlay Fund is minimal. Starting on July 1, 2020, a school district is limited to the amount of capital outlay dollars they can receive by either:

A. the previous year's maximum allowable can be increased by a growth factor plus 3%

Or

B. a per student amount.

The primary impact would be to the first scenario; a TIF would delay annual growth until the TIF is completed. However, once the TIF is dissolved, all increment value would be considered new growth for the school district.

If a school district falls under a per student limitation, they will see no impact to their funding due to the TIF.

SPECIAL EDUCATION FUND

The Special Ed Fund has the potential to see the greatest negative impact from the creation of a TIF district.

If the school district requests their special education monies in the form of a levy, then the exclusion of the TIF increment in the tax base would mean the school district is not receiving as much as it could.

If the school district submits their request in a dollar amount, then the fund would see no impact from a TIF district.

BOND REDEMPTION FUND

The school district is always able to ask for the needed money for the principal and interest of their bond repayment. The only impact a TIF would have on this fund is by holding back the increment value, lowering tax base for the spreading of the tax burden and creating a slightly higher levy for the local taxpayers.

MAPS

The Conditions map, SDCL § 11-9-16(1), is included as Attachment 2.

The Improvements map, SDCL § 11-9-16(2), is included as Attachment 3.

The Zoning Change Map, SDCL § 11-9-16(3), is included as Attachment 4.

SUPPLEMENTARY FINDINGS

CHANGES TO CITY COMPREHENSIVE/MASTER PLAN MAP, BUILDING CODES & CITY ORDINANCES PER SDCL §11-9-16 (4)

No changes to City ordinances nor the City Master Plan are required.

LIST OF ESTIMATED NON-ELIGIBLE PROJECT COSTS

The following is a list of the non-Project Costs per SDCL § 11-9-16(5). All costs are listed as taxable value; actual non-project costs will exceed the following amounts.

Item	Amount
Construction of the apartment buildings	\$9,689,875
TOTAL	\$9,689,875

STATEMENT OF DISPLACEMENT AND RELOCATION PLAN

No residents or families will be displaced by the Project. SDCL § 11-9-16(6)

PERFORMANCE BOND, SURETY BOND OR OTHER GUARANTY

As security for its fulfillment of the agreement with the governing body, a purchaser or lessee of redevelopment property may furnish a performance bond, with such surety and in such form and amount as the governing body may approve or make such other guaranty as the governing body may deem necessary in the public interest.

LIST OF SCHEDULES

SCHEDULE 1 - Estimated Project Cost

SCHEDULE 2 - Economic Feasibility Study & Estimated Captured Taxable Values

SCHEDULE 3 - Economic Development Study

SCHEDULE 4 - Fiscal Impact Statement

SCHEDULE 1

DETAIL OF PROJECT COSTS

Estimates TID Eligible of Project Costs Requested

The City of Yankton has determined that this will be an Affordable Housing TIF Tax Incremental District, thus the eligible cost will be in the form of an infrastructure grant that will not exceed \$1,421,220. This is a permitted use under SDCL 11-9-15.

SDCL 11-9-15. Specific items included in project costs. Project costs include:

- (1) Capital costs, including the actual costs of the construction of public works or improvements, buildings, structures, and permanent fixtures; the demolition, alteration, remodeling, repair, or reconstruction of existing buildings, structures, permanent fixtures; the acquisition of equipment; the clearing & grading of land; & the amount of interest payable on tax incremental bonds issued pursuant to this chapter until such time as positive tax increments to be received from the district, as estimated by the project plan, are sufficient to pay the principal of & interest on the tax incremental bonds when due;
- (2) Financing costs, including all interest paid to holders of evidences of indebtedness issued to pay for project costs, any premium paid over the principal amount thereof because of the redemption of such obligations prior to maturity and a reserve for the payment of principal of and interest on such obligations in an amount determined by the governing body to be reasonably required for the marketability of such obligations;
- (3) Real property assembly costs, including the actual cost of the acquisition by a municipality of real or personal property within a tax incremental district less any proceeds to be received by the municipality from the sale, lease, or other disposition of such property pursuant to a project plan;
- (4) Professional service costs, including those costs incurred for architectural, planning, engineering, and legal advice and services;
- (5) Imputed administrative costs, including reasonable charges for the time spent by municipal employees in connection with the implementation of a project plan;
- (6) Relocation costs;
- (7) Organizational costs, including the costs of conducting environmental impact and other studies and the costs of informing the public of the creation of tax incremental districts and the implementation of project plans; and
- (8) Payments and grants made, at the discretion of the governing body, which are found to be necessary or convenient to the creation of tax incremental districts, the implementation of project plans, or to stimulate and develop the general economic welfare and prosperity of the state.

The following shows the total project costs as provided by the project Engineer:



Construction Cost Estimate

6221 E. Silver Maple Circle #2
Sioux Falls, South Dakota 57110
(605) 558-0808

TID Application - Yankton, SD Apartments
3104 Douglas Avenue

Line Item	Description	Unit	Estimated Quantity	Estimated Unit Cost	Estimated Cost
General					
1	Mobilization	LS	1	\$25,000.00	\$25,000.00
				<i>Subtotal</i>	<i>\$25,000.00</i>
Traffic Control					
2	Traffic Control	LS	1	5,000.00	5,000.00
				<i>Subtotal</i>	<i>\$5,000.00</i>
Erosion Control					
3	Seeding	Acre	2	\$5,000.00	\$10,000.00
4	Silt Fence	Ft	250.0	\$10.00	\$2,500.00
5	Vehicle Tracking Control	Each	1	\$250.00	\$250.00
6	Concrete Washout Area	Each	1	\$250.00	\$250.00
				<i>Subtotal</i>	<i>\$13,000.00</i>
Removals & Grading					
7	Remove Concrete Curb and Gutter	Ft	60	\$15.00	\$900.00
8	Remove Asphalt Concrete Pavement	SqYd	15	\$30.00	\$450.00
9	Saw Existing Asphalt	Ft	65	\$10.00	\$650.00
10	Unclassified Excavation	CuYD	4,000	\$30.00	\$120,000.00
11	Scarify and Recompact Subgrade	SqYd	200	\$10.00	\$2,000.00
12	Placing Topsoil	CuYD	43,500	\$0.30	\$13,050.00
13	Salvage Topsoil	CuYD	43,500	\$0.30	\$13,050.00
14	Incidental Work, Grading	LS	1	\$1,500.00	\$1,500.00
15	Footings & Foundations	LS	1	\$156,000.00	\$156,000.00
16	Interior Floor Slabs	LS	1	\$150,000.00	\$150,000.00
				<i>Subtotal</i>	<i>\$457,600.00</i>
Utilities					
17	Sanitary Sewer	LS	1	\$65,000.00	\$65,000.00
18	Storm Sewer	LS	1	\$65,000.00	\$65,000.00
19	Water Main	LS	1	\$65,000.00	\$65,000.00
20	Site Electrical	LS	1	\$25,000.00	\$25,000.00
				<i>Subtotal</i>	<i>\$195,000.00</i>
Surfacing					
21	Aggregate Base Course	LS	1	\$10,000.00	\$10,000.00
22	Asphalt Concrete Pavement	SqYd	3,725	\$40.00	\$149,000.00
23	Concrete Sidewalk	SqFt	7,575	\$8.00	\$60,600.00
24	Concrete Curb & Gutter Type SF68	Ft	800	\$60.00	\$48,000.00
				<i>Subtotal</i>	<i>\$267,600.00</i>
				Estimated Base Bid Subtotal	\$963,200.00
				Contingencies (10%)	\$96,925.00
				Above Grade Improvements	\$9,689,875.00
				Land Purchase	\$750,000.00
				Total Estimated Base Bid Construction Cost	\$11,500,000.00

Eligible Cost Summary	
General	\$25,000
Traffic Control	\$5,000
Erosion Control	\$13,000
Removals & Grading	\$457,600
Utilities	\$195,000
Surfacing	\$267,600
Land	\$750,000
Total	\$1,713,200

The calculations of the estimated tax increment valuation and tax generated for the TID can be found in the following tables. For purposes of this Project Plan, it is anticipated no increment generated by City TID #15 will be available until the earliest of calendar year 2027 and thereafter.

TID TAX REVENUE ESTIMATES AVAILABLE FOR CITY OF YANKTON

This project will have properties that are classified as Non-Ag Other. The following preliminary projections show that TIF #15 is projected to be financially feasible for a breakeven analysis.

School	County	City	Other	Other	Other	Total	Equalized
11.088	3.249	3.567	0	0	0	17.904	98%

Construction Year	Valuation Year	Revenue Year	Project Increment 1	Project Increment 2	Project Increment 3	Project Increment 4	Total Amount Available for D/S
2024	2025	2026	\$0				\$0
2025	2026	2027	\$78,957				\$78,957
2026	2027	2028	\$78,957	\$0			\$78,957
2027	2028	2029	\$78,957	\$0	\$0		\$78,957
2028	2029	2030	\$78,957	\$0	\$0	\$0	\$78,957
2029	2030	2031	\$78,957	\$0	\$0	\$0	\$78,957
2030	2031	2032	\$78,957	\$0	\$0	\$0	\$78,957
2031	2032	2033	\$78,957	\$0	\$0	\$0	\$78,957
2032	2033	2034	\$78,957	\$0	\$0	\$0	\$78,957
2033	2034	2035	\$78,957	\$0	\$0	\$0	\$78,957
2034	2035	2036	\$78,957	\$0	\$0	\$0	\$78,957
2035	2036	2037	\$78,957	\$0	\$0	\$0	\$78,957
2036	2037	2038	\$78,957	\$0	\$0	\$0	\$78,957
2037	2038	2039	\$78,957	\$0	\$0	\$0	\$78,957
2038	2039	2040	\$78,957	\$0	\$0	\$0	\$78,957
2039	2040	2041	\$78,957	\$0	\$0	\$0	\$78,957
2040	2041	2042	\$78,957	\$0	\$0	\$0	\$78,957
2041	2042	2043	\$78,957	\$0	\$0	\$0	\$78,957
2042	2043	2044	\$78,957	\$0	\$0	\$0	\$78,957
			\$1,421,220	\$0	\$0	\$0	\$1,421,220

Multifamily

\$4,500,000	Projected Valuation			
Year	% Assessed	Projected Valuation	Taxable Valuation	Taxation
2024	0%	\$0	\$0	\$0
2025	0%	\$0	\$0	\$0
2026	0%	\$0	\$0	\$0
2027	100%	\$4,500,000	\$4,410,000	\$78,957
2028	100%	\$4,500,000	\$4,410,000	\$78,957
2029	100%	\$4,500,000	\$4,410,000	\$78,957

SCHEDULE 2

ECONOMIC FEASIBILITY STUDY & TAXABLE VALUE

The City has been asked to create a Tax Increment District to help offset the expansion associated with this project. This feasibility study provides that the Project Costs can be financed through tax increment financing under South Dakota Tax Incremental District Law (South Dakota Codified Laws Chapter 11-9). Tax increment financing is an indispensable self-financing tool used throughout the United States to help local governments successfully develop and redevelop areas and encourage economic development.

In tax increment financing, the current real property tax assessed value of all properties in a designated project area (“tax increment financing district”) is established as the “base value.” As development in the tax increment financing district increases the assessed values of the redeveloped properties, a portion of the additional tax revenue generated by the increase in assessed value over the base value is set aside and committed by the City to the reimbursement of approved project costs.

Tax increment financing is permitted only in connection with a “Project Plan” duly adopted by the City. The property is currently estimated to have a taxable value of \$183,500. The improvements to be made to the property are estimated to add to the assessed valuation. The estimated increment resulting from the improvements would be approximately \$1,421,220 in new value once fully developed. Since only positive tax increment will be applied, the proposed project is feasible.

All of the project costs are found to be necessary and convenient to the creation of the Tax Incremental District and the implementation of the project.

For purposes of this Project Plan, the City of Yankton is projecting that the infrastructure and site improvements will be fully developed by calendar year 2026.

It is assumed that all obligations incurred would be adequately secured as to allow the payment of principal and interest when due, whether by means of a taxable bond or loan. The actual repayment schedule may change, but all principal and interest shall be paid within the life of the TID. Utilizing the information regarding expected increment valuation and tax generation, it is possible to estimate an expected revenue stream that can be utilized to retire debt that will be created as a result of implementing the Project Plan.

City of Yankton TID #15 is proven feasible based upon the projections made by the City, projecting a total in excess of \$1,421,220 in tax revenue during the life of the 20-year TIF.

SCHEDULE 3

ECONOMIC DEVELOPMENT STUDY

The City of Yankton has been approached concerning the creation of a tax increment district (TID) located within the city limits. Per South Dakota Codified Law 11-9-8, the governing body must make a finding that not less than 50%, by area, of the real property within the district will stimulate and develop the general economic welfare and prosperity of the State through the promotion and advancement of industrial, commercial, manufacturing, agricultural and natural resources, and the improvement of the area is likely to enhance significantly the value of substantially all of the other real property in the district.

Study Area Boundary

The Project boundaries are described and depicted on the maps in Attachments 1 and 2 of this Plan.

Establishing Economic Development

South Dakota law describes affordable housing as activity that stimulates and develops the general economic welfare and prosperity of the state through the promotion and advancement of industrial, commercial, manufacturing, agricultural, or natural resources. The definition of Affordable Housing for State Aid to Education Formula purpose is any area where the original selling price of any house in the district will be at or below the first-time homebuyer purchase price limit being used by the South Dakota Housing Development Authority as of the date the house is sold; OR the monthly rental rate of all multifamily housing units in the district will be at or below the calculated rent for the state's eighty percent area median income as of the date the district is created, for a minimum of five years following the date of first occupancy. The proposed City of Yankton TID #15 meets both of these criteria. The area within the boundaries of the TIF is to develop the area for multifamily housing opportunities within the City of Yankton.

The project will lie within the City of Yankton. The project is expected to be completed by 2026 calendar year.

Finding That the Improvements to the Area Are Likely to Enhance Significantly the Value of Substantially All of The Other Real Property in The District

It is definitively found that once the improvements set forth within the Project Plan are initiated, the improvements will enhance significantly the value of substantially all of the other real property in the district. The City of Yankton TID #15 will have a tremendous economic impact on the region's infrastructure advancement and workforce housing.

Conditions Within the Study Area; Land Use and Planning Land Use, Planning and Comprehensive Plan

The City of Yankton Comprehensive Plan is consistent with the proposed use of the District.

Findings within the Project Area Analysis

It is found that not less than 50%, by area, of the real property within the District will stimulate and develop the general economic welfare and prosperity of the State of South Dakota through the promotion and advancement of industrial, commercial, manufacturing, agricultural, and natural resources. It is also found that the improvement of the area is likely to enhance significantly the value of substantially all of the other real property in the District in accordance with SDCL 11-9-8.

The Project will stimulate and develop the general economic welfare and prosperity of the State through the promotion affordable housing. The Project will enhance the community of Yankton City by creating three additional jobs and the development of affordable housing will have a substantial annual economic impact to the region and state.

SCHEDULE 4

FISCAL IMPACT STATEMENT FOR CITY OF YANKTON TID #15

A fiscal impact statement shows the impact of the TID, both until and after the bonds or obligations are repaid, upon all entities levying taxes upon property in the District. The following fiscal impact statement is intended to provide only a brief analysis of the estimated impact of the Tax Increment District to the public pursuant to SDCL § 11-9-13(4). It is not intended to challenge a more detailed, complete financial analysis.

Definitions

“Assumptions” means factors or definitions used in the fiscal analysis. Assumptions may include facts and figures identified by the District and educated guesses that are sometimes necessary when not all of the information is available. Assumptions are often used to extrapolate an estimate. Assumptions may include an estimate of tax levies of each taxing entity, the school aid formula contribution, the value of the real property, etc.

“Base Revenues” means the taxes collected on the base value.

“Fiscal Impact” means the increase or decrease in revenues and generally refers to an impact to revenues caused by the district.

“Revenue” means ad valorem taxes.

“Tax Increment District” means City of Yankton Tax Increment District Number 15.

“Taxing Districts” means all political subdivisions of the state which have ad valorem taxing power over property within the boundaries of the Tax Increment District.

“Tax Increment Revenues” means all revenues above the Base Revenues.

Assumptions

1. The property will have improvements, which at completion, are estimated at taxable purposes up to \$4,500,000.
2. The average tax levy of all taxing districts will be \$17.904 per thousand dollars of taxable valuation.
3. Tax increment will start to be collected in 2027 and end prior to 2044.
4. The discretionary formula will be waived by the Company

SCHEDULE 5

ESTIMATED CAPTURED TAXABLE VALUES

For purposes of this Project Plan, City assumes that **Company will elect not to use any real property tax discretionary formula** currently utilized in Yankton County or City of Yankton, South Dakota, pertaining to payment of real property taxes (i.e., 20% Year 1; 40% Year 2; 60% Year 3; 80% Year 4; and 100% Year 5).

* Actual valuation shall depend upon the value determined by the Yankton County Director of Equalization when assessed, with the application of dollars-per-thousand from local taxes. All tax increment revenues shall be from Generally Applicable Taxes attributable to the improvements to be constructed in the TID. The potential for total increment collections is estimated to be at the maximum range of \$1,421,220 covering a span of captured tax years not to exceed 20. Collection is anticipated to begin in 2027, and the schedule carries out the tax captured 20 years from the date of Plan adoption.

The following dollars-per-thousand rates are the current taxing rates of the local taxing jurisdictions for Non-AG Other property types:

2024 Property Tax Rate		
2023 Payable in 2024	\$ per \$1,000 assessed	
Entity	Owner Occupied	Other
City of Yankton	3.567	3.567
Yankton County	3.249	3.249
School District	7.536	11.088
Total Tax Levy	14.352	17.904

Utilizing the information regarding expected increment valuation and tax generation, it is possible to generate an expected revenue stream that can be utilized to retire debt that will be created as a result of implementing the Project Plan.

LIST OF ATTACHMENTS

Attachment 1 - Descriptions of Real Property

Attachment 2 - Conditions map, SDCL § 11-9-16(1)

Attachment 3 - Improvements map, SDCL § 11-9-16(2)

Attachment 4 - Zoning Change Map SDCL § 11-9-16(3)

Attachment 5 – Department of Revenue Classification Letter

ATTACHMENT 1

Descriptions of real property:

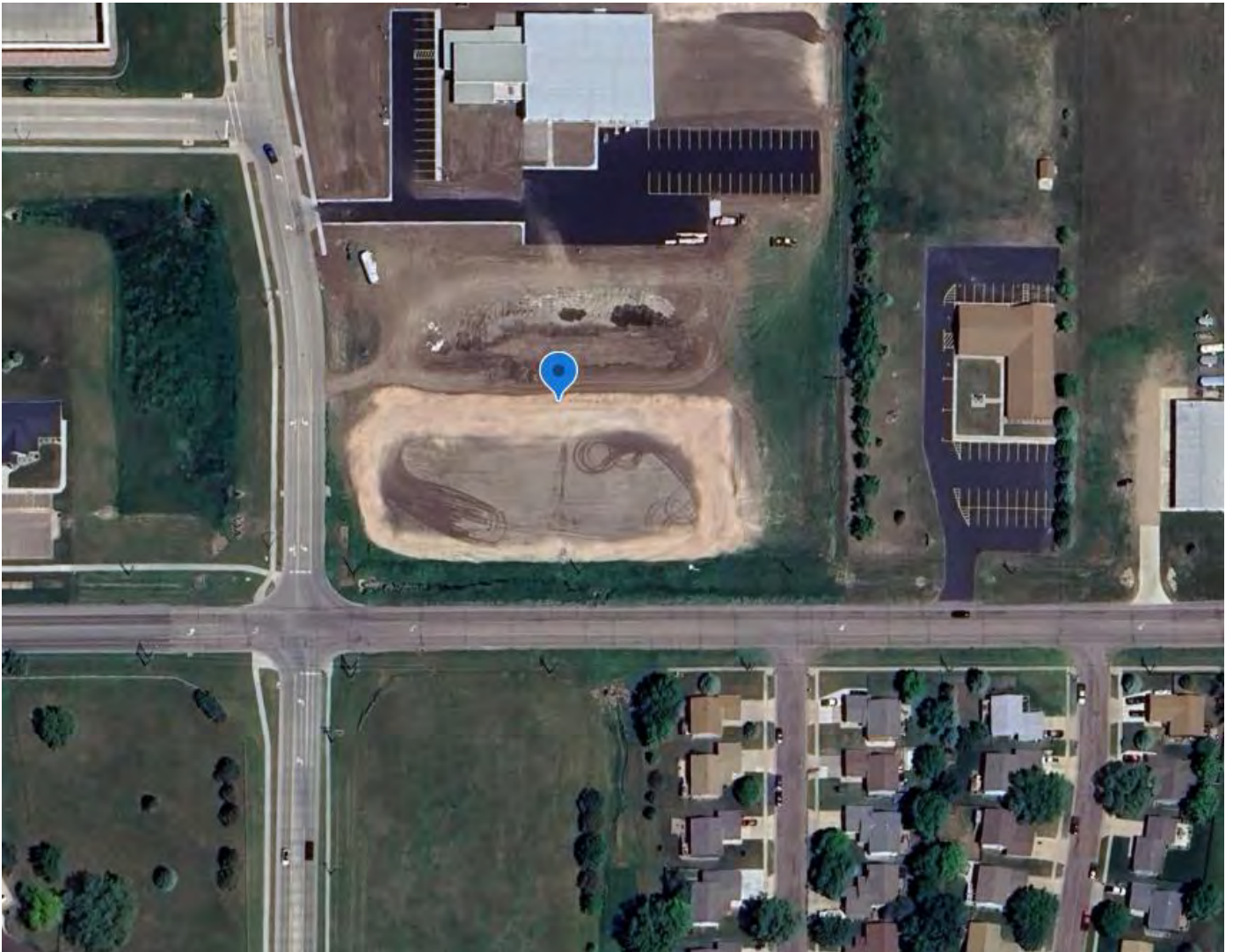
- Lot 2 of Full Bloom Addition to the City of Yankton, SD

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

ATTACHMENT 2

Conditions for City of Yankton Tax Incremental District #15, SDCL § 11-9-16(1)

The following is a picture showing the current conditions of the proposed location of TIF #15



ATTACHMENT 3

Improvements map for City of Yankton Tax Incremental District #15, SDCL § 11-9-16(2).

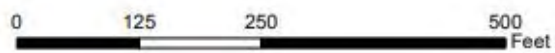
The following is a boundary map of the Tax Increment District:



City of Yankton

TID #15

Lot 2, Full Bloom Addition to the City of Yankton, South Dakota



ATTACHMENT 4

Zoning Change Map for City of Yankton Tax Incremental District #15, SDCL § 11-9-16(2).

The proposed tax increment district #15 is currently zoned "B-2 Highway Business" which allows for multifamily dwellings as permitted use.

ATTACHMENT 5

Department of Revenue Classification Letter:



SOUTH DAKOTA DEPARTMENT OF REVENUE
445 East Capitol Avenue • Pierre, SD 57501
(605) 773-3311 • dor.sd.gov

May 10, 2024

City of Yankton
PO Box 176
Yankton SD 57078

RE: Preliminary Classification of City of Yankton # 15

Dear Dave Mingo:

The Department of Revenue hereby acknowledges receipt of your request for Preliminary Classification of Tax Increment Financing District submitted on 05/09/2024.

Upon review of the provided information, the Department has determined the preliminary classification for the TIF District "City of Yankton # 15" to be Affordable Housing for the purposes of the State Aid to Education formula.

If you have any questions or concerns, please do not hesitate to contact this office.

Sincerely,

A handwritten signature in black ink, appearing to read 'W. Semmler', is written over a light blue circular stamp.

Wendy Semmler, Director
Property Tax Division

DEVELOPMENT AGREEMENT

BETWEEN

THE CITY OF YANKTON, SOUTH DAKOTA

AND BLUESTEM RESERVE, LLC

CONCERNING

TAX INCREMENT DISTRICT NUMBER FIFTEEN

CITY OF YANKTON, SOUTH DAKOTA

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THIS DEVELOPMENT AGREEMENT, pursuant to Resolution #24-28, passed and approved on June 10th, 2024, is entered into by and between the **CITY OF YANKTON**, a South Dakota home rule municipal corporation (hereinafter called “CITY”) **BLUESTEM RESERVE, LLC**, a South Dakota Limited Liability Company (hereinafter referred to as “DEVELOPER”);

WITNESSETH:

WHEREAS, CITY recognizes the importance of its continued role in economic development; and

WHEREAS, by Resolution #24-28, dated June 10th, 2024, pursuant to Chapter 11-9 of the South Dakota Codified Laws (as amended), (hereinafter called the “Act”), CITY created Tax Increment District Number Fifteen (the “District”) in accordance with the Act, to promote development of the TID Property, which development would not otherwise occur solely through private investment in the reasonably foreseeable future (“TID”) Exhibit A shows Resolution #24-28; and

WHEREAS, the Act authorizes the expenditure of funds derived within a TID for the payment of expenditures made or estimated to be made and monetary obligations incurred or estimated to be incurred by the CITY establishing TID, for grants, costs of public works or public improvements in the TID, plus other costs incidental to those expenditures and obligations, consistent with the project plan of the TID, which expenditures and monetary obligations constitute project costs, as defined in Section 11-9-14 of the Act (“Project Costs”); and

WHEREAS, on June 10th, 2024, by a CITY Resolution, the City adopted and approved the Tax Increment Project Plan providing for development of TID Property.

NOW, THEREFORE, in consideration of the mutual promises, covenants, obligations, and benefits contained in this Agreement, CITY and DEVELOPER hereby agree as follows:

Article I. DEFINITIONS

Unless the context otherwise requires, the terms defined in this Article I shall, for all purposes of this Agreement and of any amendment, have the meanings herein specified:

“**CITY**” and “**DEVELOPER**” shall have the meanings specified above.

“**Act**” shall mean the Chapter 11-9 of the South Dakota Codified Laws, as defined above and as may be amended from time to time.

“**Agreement**” shall mean this document by and among CITY and DEVELOPER, which may be amended from time to time, pursuant to the provisions contained herein and which shall constitute both an obligation under Section 6-8B-1(1) of the Act and a grant under Section 11-9-1(3) of the Act.

“Available Tax Increment Funds” shall mean the positive tax increments of the District;

“Construction Schedule” shall mean the timetable for constructing the improvements specified in the Project Plan and this Agreement.

“District” means Tax Increment District Number Fifteen of the City of Yankton.

“Effective Date” shall mean the twentieth (20th) day after publication by the City Commission of the Resolution authorizing the execution of this Agreement by CITY.

“Grant” shall have the meaning set forth in the Act.

“Phase” shall mean a portion of the Project that is being constructed by DEVELOPER normally being a set number of units or acres out of the TID Property being constructed together during a specific timeline.

“Project” shall have the meaning specified in paragraph 3.1 of this Agreement, and as more specifically detailed in the Project Plan as (either or both) may be amended from time to time.

“Project Costs” shall have the meaning specified above.

“Project Plan” shall mean the final Project Plan as defined in the Act, as approved and as may be amended from time to time by the CITY.

“Public Infrastructure Improvements” shall have the meaning specified in Paragraph 3.02 of this Agreement, and as more specifically detailed in Exhibit B, the Project Plan, as (either or both) may be amended from time to time.

“TID” shall have the meaning specified above.

“TID Property” shall mean the real property subject to the Project Plan.

Singular and Plural: Words used herein in the singular, where the context so permits, also includes the plural and vice versa, unless otherwise specified.

Article II. OBLIGATION AND REPRESENTATIONS

Section 2.01 Obligation. CITY agrees to pay to DEVELOPER Available Tax Increment Funds revenues it receives for the District, the total of which shall not exceed \$1,421,220 together with imputed interest.

Section 2.02 THIS AGREEMENT DOES NOT CONSTITUTE A DEBT WITHIN THE MEANING OF ACRTICLE 13 SECTION 4 OF THE SOUTH DAKOTA CONSTITUTION. NO OBLIGATION IS CREATED BEYOND A FISCAL YEAR IN WHICH AN ANNUAL APPROPRIATION HAS BEEN MADE

Subject to annual appropriation The right to receive the Available Tax Increment Funds referred to in Section 2.01 is a grant under the Act. The Grant is a personal property right vested with DEVELOPER on the date of execution of this Agreement. The Grant shall constitute a specific project cost under the Act and is deemed made on the date of the execution of this Agreement.

Section 2.03 No Certificated Tax Increment Revenue Bonds. CITY and DEVELOPER represent that they understand and agree that the CITY shall not issue any certificated tax increment revenue bonds to cover any costs directly or indirectly related to DEVELOPER's improvement of the TID under this Agreement. This agreement shall constitute the only obligation.

Section 2.04 Tax Increment District Number Fifteen CITY represents to DEVELOPER that as of the date hereof that the TID is a Tax Increment District established by CITY pursuant to Resolution #24-28 passed and approved on June 10th, 2024, and has authority to carry on the functions and operations contemplated by this Agreement.

Section 2.05 Developer's Representations. DEVELOPER represents to CITY:

- (a) that DEVELOPER is an entity organized in the State of South Dakota;
- (b) that DEVELOPER has the authority to enter into this Agreement and to perform the requirements of this Agreement;
- (c) I that DEVELOPER's performance under this Agreement shall not violate any applicable judgment, order, law or regulation;
- (d) that DEVELOPER's performance under this Agreement shall not result in the creation of any claim against CITY for money or performance, any lien, charge, encumbrance or security interest upon any asset of CITY; and
- (e) that DEVELOPER shall have sufficient capital to perform all of its obligations under this Agreement when it needs to have said capital; and that DEVELOPER owns the TID Property.

Section 2.06 Approvals. CITY and DEVELOPER represent each to the others that the execution, delivery, and performance of this Agreement on its part does not require consent or approval of any person that has not been obtained.

Section 2.07 Assignment of Payments. The CITY represents that DEVELOPER may rely upon the payments to be made to it out of the Available Tax Increment Funds as specified in this Agreement and that DEVELOPER may assign its rights to such payments, either in full or in trust, for the purposes of financing its obligations related to this Agreement, but DEVELOPER's right to such payments is subject to the other limitations of this Agreement. The CITY will issue a check or other form of payment made payable to the DEVELOPER or its assigns.

Section 2.09 Continued Cooperation. CITY and DEVELOPER represent each to the others that it shall make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires its continued cooperation.

Section 2.10 Completion of Improvements. CITY and DEVELOPER represent that they understand and agree that DEVELOPER shall diligently work to successfully complete any and all required improvements in accordance with the Construction Schedule.

Section 2.11 No General Obligation of the CITY. DEVELOPER represents that it understands that any contributions made by DEVELOPER in anticipation of reimbursement from Available Tax Increment Funds shall not be, nor construed to be, a general obligation of the CITY. The Agreement is payable only out of the special fund created under §11-9-31 of the Act. **THIS AGREEMENT SHALL NOT CONSTITUTE A GENERAL INDEBTEDNESS OF THE CITY NOR A CHARGE AGAINST ITS GENERAL TAXING POWER.** DEVELOPER shall bear all risks associated with reimbursement, including, but not limited to: incorrect estimates of tax increment, changes in tax rates or tax collections, changes in state law or interpretations thereof, changes in market or economic conditions impacting the project, changes in interest rates or capital markets, changes in development code requirements, default by tenants, unanticipated effects covered under legal doctrine of force majeure, and/or other unanticipated factors.

Section 2.12 Pledge of the State. The State of South Dakota pursuant to Section 11-9-39.1 of the Act has pledged to not alter any of the rights vested in this Agreement until they are fully met and discharged.

Article III. THE PROJECT

Section 3.01 The Project. The Project shall constitute and include the design, construction, assembly, installation and implementation of the project.

Section 3.02 The Public Infrastructure Improvements. The Public Infrastructure Improvements shall constitute and include the design, construction, assembly, installation and implementation of the project costs described in the Project Plan on Exhibit B.

Section 3.03 Construction of the Public Infrastructure Improvements. Public Infrastructure Improvements shall be constructed by the DEVELOPER through private contract. The CITY shall not bid nor contract any improvement described in this Agreement.

Section 3.04 Financing of the Project. The cost of the Project and Public Infrastructure Improvements and all other improvement expenses associated with the Project shall be through the use of DEVELOPER's own capital or through commercial or private construction loans/lines of credit secured solely by DEVELOPER. DEVELOPER may use any or part of the TID Property as collateral for the construction loan or loans as required for the financing of the Project. THESE AVAILABLE TAX INCREMENT FUND PAYMENTS MADE TO DEVELOPER ARE NOT INTENDED TO REIMBURSE DEVELOPER FOR ALL OF ITS COSTS INCURRED IN CONNECTION WITH PERFORMING ITS OBLIGATIONS UNDER THIS AGREEMENT. The CITY hereby pledges all Available Tax Increment Funds as full reimbursement to DEVELOPER, up to the maximum total amount specified in this Agreement.

Section 3.05 CITY Costs. There shall be no CITY costs financed with the TID.

Article IV. DUTIES AND OBLIGATIONS OF THE DEVELOPER.

(a) DEVELOPER agrees to complete, or cause to be completed, the improvements described in the Project Plan and this Agreement. DEVELOPER agrees to provide, or cause to be provided, all materials, labor, and services for completing the Project. DEVELOPER also agrees to obtain or cause to be obtained, all necessary permits and approvals from CITY and/or all other governmental agencies having jurisdiction over the construction of improvements to the TID Property.

(b) DEVELOPER shall prepare, or cause to be prepared plans and specifications for the Public Infrastructure Improvements in each Phase prior to starting any construction in said Phase. DEVELOPER shall not commence any construction on the Project until the plans and specifications for each Phase have been approved in writing by the appropriate department of CITY.

(c) DEVELOPER agrees to supervise the construction of the Project and cause the construction to be performed substantially in accordance with the Project Plan and the plans and specifications approved by the appropriate department of CITY. DEVELOPER also agrees to provide periodic reports of such construction to CITY upon reasonable request.

(d) DEVELOPER shall be responsible for paying, or causing to be paid, to CITY and all other governmental agencies the cost of all applicable permit fees and licenses required for construction of the Project.

(e) DEVELOPER agrees to commence and complete the Project in accordance with the Construction Schedule. If substantial completion of the Project is delayed by reason of war, civil commotion, acts of God, inclement weather, governmental restrictions, regulations, fire or other casualty, court injunction, necessary condemnation proceedings, interference by third parties, or any circumstances reasonably beyond DEVELOPER's control, then at CITY's reasonable discretion, the deadlines set forth in the Construction Schedule shall be extended by the period of each such delay.

(f) DEVELOPER shall pay monthly rates and charges for all utilities (such as water, electricity, and sewer services) used by DEVELOPER in regard to the development of the TID Property for all areas owned by DEVELOPER during construction of the Project, and for so long as DEVELOPER owns those areas.

(g) DEVELOPER shall cooperate with the CITY in providing all necessary information to CITY in order to assist the CITY in complying with this Agreement.

(h) DEVELOPER shall submit written annual reports, starting no later than thirty (30) days following the end of the fiscal year in which the TID was created detailing the amount of Available Tax Increment Funds received and the amounts thereof applied to pay DEVELOPER'S principal and interest on its private financing.

(i) The Developer agrees to waive the discretionary tax formula on platted lots within the development in accordance with the Yankton County discretionary tax formula policies and procedures during the duration of Tax Increment Financing District Number 15.

Article V. INSURANCE

DEVELOPER shall maintain a policy of liability insurance, acceptable to the CITY, with liability limits of at least one million dollars \$1,000,000.00 that names the CITY OF YANKTON as an additional insured. Such a policy shall remain in effect until the CITY accepts the improvements.

Article VI. DEFAULT AND TERMINATION

In the event that DEVELOPER fails to commence construction of the Project, fails to complete construction of the Project, or fails to perform any other obligation pursuant to the terms of this Agreement, CITY may terminate this Agreement if DEVELOPER does not take adequate steps to cure its failure within ninety (90) calendar days after receiving written notice from CITY requesting the failure be cured.

Article VII. INDEMNIFICATION

DEVELOPER covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, CITY (and the elected officials, employees, officers, directors, and representatives of CITY) from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal injury or death and property damage, made upon CITY directly or indirectly arising out of, resulting from or related to DEVELOPER's negligence, willful misconduct or criminal conduct in its activities under this Agreement, including any such acts or omissions of DEVELOPER, any agent, officer, director, representative, employee, consultant or subconsultants of DEVELOPER, and their respective officers, agents, employees, directors and representatives while in the exercise or performance of the rights or duties under this Agreement, all without, however, waiving any governmental immunity available to CITY under South Dakota Law and without waiving any defenses of the parties under South Dakota Law. The provisions of this INDEMNIFICATION are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. DEVELOPER shall promptly advise CITY in writing of any claim or demand against CITY related to or arising out of DEVELOPER's activities under this Agreement and shall see to the investigation and defense of such claim or demand at DEVELOPER's cost to the extent required under the Indemnity in this paragraph. CITY shall have the right, at their option and at their own expense, to participate in such defense without relieving DEVELOPER of any of its obligations under this paragraph.

Article VIII. SITE INSPECTION

DEVELOPER shall allow CITY reasonable access to the TID Property owned or controlled by DEVELOPER for inspections during and upon completion of construction of the Project and to documents and records necessary for CITY to assess DEVELOPER's compliance with this Agreement.

Article IX. LIABILITY

As between CITY and DEVELOPER, DEVELOPER shall be solely responsible for compensation payable to any employee or contractor of DEVELOPER, and none of DEVELOPER's employees or contractors will be deemed to be employees or contractors of CITY as a result of the Agreement. To the extent permitted by South Dakota law, no director, officer, employee or agent of CITY shall be personally responsible for any liability arising under or growing out of this Agreement.

Article X. EXAMINATION OF RECORDS

CITY reserves the right to conduct examinations, during regular business hours and following notice to DEVELOPER by CITY, of the books and records related to this Agreement no matter where books and records are located.

Article XI. NON-WAIVER

Any provision of this Agreement may be amended or waived if done in writing and is signed by CITY, through a Resolution passed and approved by its City Commission and DEVELOPER. No course of dealing on the part of CITY, or DEVELOPER nor any failure or delay by CITY or DEVELOPER in exercising any right, power, or privilege under this Agreement shall operate as a waiver of any right, power or privilege owing under this Agreement.

Article XII. ASSIGNMENT

(a) All covenants and agreements contained herein by CITY shall bind their successors and assigns and shall inure to the benefit of DEVELOPER and their successors and assigns.

(b) CITY may assign their rights and obligations under this Agreement, to any governmental Entity without prior consent of DEVELOPER. If CITY assigns their rights and obligations under this Agreement then CITY will send DEVELOPER written notice of such assignment within fifteen (15) days of such assignment.

(c) Any restrictions herein on the transfer or assignment of DEVELOPER's interest in this Agreement shall not apply to and shall not prevent the assignment of this Agreement to any corporation or other entity with which DEVELOPER may merge or consolidate or that may succeed to a controlling interest in the business of DEVELOPER; nor shall the foregoing apply to or prevent DEVELOPER from assigning the proceeds of this Agreement to a lending institution or other provider of capital in order to obtain financing for the Project. In no event, however, shall CITY be obligated in any way to the aforementioned financial institution or other provider of capital.

(d) DEVELOPER may make partial or complete assignment of the Agreement, but only upon written consent of the CITY, which consent shall not be unreasonable withheld. Absent written consent by the CITY to the assignment of the Grant Amount, the DEVELOPER shall indemnify the CITY as to any claims by third parties that payments made pursuant to this Agreement should have been made to anyone besides the DEVELOPER.

Article XIII. CONFLICT OF INTEREST

DEVELOPER acknowledges that the Charter of CITY and its ethics code prohibit a CITY officer or employee from having a financial interest in any contract with the CITY or any CITY agency such as CITY-owned utilities. DEVELOPER warrants and certifies, and this Agreement is made in reliance thereon, that they, their officers, employees and agents are neither officers nor employees of CITY as prohibited above.

Article XIV. ENTIRE AGREEMENT

This written Agreement, embodies the final and entire agreement between the parties hereto and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. The exhibits attached to this Agreement are incorporated herein and shall be considered a part of this Agreement for the purposes stated herein, except that if there is a conflict between an exhibit and a provision of this Agreement, the provision of this Agreement shall prevail over the exhibit.

Article XV. CHANGES AND AMENDMENTS

Except when the terms of this Agreement expressly provide otherwise, any alterations, additions, or deletions to the terms hereof shall be by amendment in writing executed by CITY and DEVELOPER and evidenced by passage of a subsequent CITY Resolution, as to CITY's approval.

It is understood and agreed by the parties hereto that changes in local, state and federal rules, regulations or laws applicable to DEVELOPER's services hereunder may occur during the term of this Agreement and that any such changes shall be automatically incorporated into this Agreement without written amendment hereto and shall become a part hereof as of the effective date of the rule, regulation or law.

Article XVI. SEVERABILITY

If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the charter, code, or Ordinances of CITY, then and in that event it is the intent of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein. It is also the intent of the parties hereto that in lieu of each clause or provision of this Agreement that is invalid, illegal, or unenforceable, there be added as a part of the Agreement a similar clause or provision as may be possible, legal, valid and enforceable.

Article XVII. LEGAL AUTHORITY

Each person executing this Agreement on behalf of the CITY and DEVELOPER, represents, warrants, assures and guarantees that he has full legal authority to (i) execute this Agreement on behalf of CITY and/or DEVELOPER, respectively, and (ii) to bind CITY and/or DEVELOPER to all of the terms, conditions, provisions and obligations herein contained.

Article XVIII. VENUE AND GOVERNING LAW

THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF SOUTH DAKOTA. Any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Agreement shall be heard and determined in Yankton County, South Dakota.

Article XIX. TAXES & LICENSES

DEVELOPER shall pay, on or before their respective due dates, to the appropriate collecting authority all Federal, State, and local taxes and fees that are now or may hereafter be levied upon the TID Property or upon DEVELOPER or upon the business conducted on the TID Property, or upon any of DEVELOPER's property used in connection therewith, including employment taxes; and DEVELOPER shall maintain in current status all federal State, and local licenses and permits required for the operation of the business conducted by DEVELOPER.

Article XX. PARTIES' REPRESENTATIONS

This Agreement has been jointly negotiated by the CITY and DEVELOPER and shall not be construed against a party because that party may have primarily assumed responsibility for the drafting of this Agreement.

Article XXI. NOTICE

Any notice sent under this Agreement shall be written and mailed with sufficient postage, sent by certified mail, return receipt requested, documented facsimile or delivered personally to an officer of the receiving party at the following addresses:

CITY

City of Yankton
City Hall
416 Walnut Street
Yankton, SD 57078

DEVELOPER

Bluestem Reserve, LLC
4709 E 6th Street #108
Sioux Falls, SD 57110

Each party may change its address by written notice in accordance with this Article. Any communication delivered by facsimile transmission shall be deemed delivered when receipt of such transmission is received if such receipt is during normal business hours or the next business day if such receipt is after normal business hours. Any communication so delivered in person shall be deemed received when receipted for by or actually received by an officer of the party to whom the communication is properly addressed. All notices, requests or consents under this Contract shall be (a) in writing, (b) delivered to a principal officer or managing entity of the recipient in person, by courier or mail or by facsimile, telegram, telex, cablegram or similar transmission, and (c) effective only upon actual receipt by such person's business office during normal business hours. If received after normal business hours, the notice will be considered to have been received on the next business day after such delivery. Whenever any notice is required to be given by applicable law or this Contract, a written waiver thereof, signed by the Person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. Each party shall have the right from time to time and at any time to change its address by giving at least 15 days' written notice to the other party.

Article XXII. CAPTIONS

All captions used herein are only for the convenience of reference and shall not be construed to have any effect or meaning as to the agreement between the parties hereto.

Article XXIII. TERM

The term of this Agreement shall commence on the Effective Date and end on the date which is the earlier to occur of the following:

- (iii) the date which all monetary obligations under this Agreement have been paid and CITY expenditures reimbursed; or
- (ii) the date this Agreement is terminated as provided in Article VIII; or
- (iii) 20 years from the creation of the District.

Article XXIV. REFUNDING

This Agreement may be refunded at any time pursuant to SDCL 6-8B.

IN WITNESS THEREOF, the parties hereto have caused this instrument to be duly executed this _____ day of June 2024.

CITY OF YANKTON

Mason Schramm, Mayor

ATTEST:

Lisa Yardley, City Finance Officer
SEAL

BLUESTEM RESERVE

**COUNTER SIGNED
RESIDENT ATTORNEY**

By:
Its:

EXHIBIT A

Resolution #24-28

EXHIBIT B

The Project Plan

**CITY OF YANKTON TAX INCREMENT
FINANCE DISTRICT #15**



Created

June 2024

Prepared by Tobin Morris
Colliers Securities LLC
124 W. Dakota Avenue | Pierre, SD 57501
tobin.morris@colliers.com

Memorandum #24-129

To: Amy Leon, City Manager
From: Dave Mingo, AICP Community and Economic Development Director
Subject: Planning Commission Action and Resolution #24-29
Yankton Tax Incremental District Number 16
Date: June 4, 2024

The Planning Commission will be considering Tax Incremental District Number 16 (TID #16) at their meeting June 10, 2024 at 5:30 P.M., prior to the City Commission meeting later that evening. The Planning Commission's recommendation will include:

- Naming the district.
- Establishing the district boundaries.
- Establishing the criteria under which the district is eligible.
- A recommendation on the attached plan.

The proposed TID #16 qualifies as a "housing" TID that will meet specific rent price limit qualifications established by the South Dakota Department of Revenue. This means the rental rates must be at or below the calculated rent for the state's 80 percent area median income for the first five years following the date of first occupancy.

The project plans include the creation of 19 twin homes and up to 60 apartment units for workforce housing. The attached resolution establishes the district, and the associated plan does a good job of outlining the items that are under review as a part of the process. South Dakota Codified Law allows for consideration of the plan simultaneously with other required actions if the plan is ready. In this instance we are moving forward with consideration of all items concurrently because the plan is ready.

All indications are that there is still a substantial need for workforce housing. Contractors continue to be remarkably busy with projects in the price points that they have selected. Their work at every price point is important to the community. The creation of housing units in any segment of the market benefits the entire community by adding to the available housing stock.

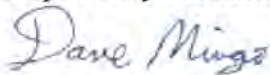
As always with our developer submitted TID proposals, the Development Agreement will dictate that the payouts to the developer are performance based. That is, if approved, the City will not pay anything back to the developer that did not come from the taxable property value increases resulting from the project and other taxable value appreciation at the site. The City will not incur any debt related to the project and the City will be held harmless in all respects. The agreement also stipulates a maximum proceed payment and the maximum time limit that payments can occur. Although not anticipated, any potential shortfall of the projected increment identified in the plan will mean a lesser payment to the developer. Based on these provisions, the contract is set up to be performance based. The developer will not receive proceeds if taxable development does not occur.

The project meets our “but for” criteria when it comes to considering a TID. It is reasonable to believe that the project cannot move forward “but for” the creation of a TID, and housing is a critical need in Yankton.

When it comes to land development, the commission’s decisions are often much more complex than in this instance. That is because in some instances, the City is in the chain of title (is the owner / developer) of the land being considered for development. This project represents one of those situations where the City has no risk. The project is private developer funded and driven and is performance based.

The developer plans to invest \$2,265,859 in TID eligible costs which includes the land, financing, grading and infrastructure needed to make the lots shovel ready for the Developer’s estimated \$8,926,000 planned expenditures on the initial structures. The South Dakota Department of Revenue has issued a “Preliminary Classification” for the proposal which means they have reviewed the TID #16 plan and determined it meets the criteria for the applicable eligibility.

Respectfully submitted,

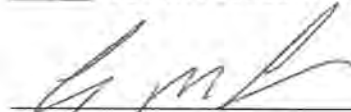


Dave Mingo, AICP
Community and Economic Development Director

Recommendation: It is recommended that the City Commission approve the referenced Tax Incremental District Number 16 by passing Resolution #24-29 and executing the associated Development Agreement. It is also recommended that the City Manager be authorized to execute any other administrative documents associated with the creation and implementation of the TID.

I concur with this recommendation.

I do not concur with this recommendation.



Amy Leon
City Manager

RESOLUTION #24-29

RESOLUTION APPROVING AND RECOMMENDING OF TAX INCREMENTAL DISTRICT PLAN NUMBER SIXTEEN, CITY OF YANKTON

WHEREAS, the Planning Commission of City of Yankton, South Dakota, recommends to the Board of City Commissioners the creation of Tax Incremental District Number 16 after publishing a Notice of Hearing and conducting said hearing at which interested parties were afforded a reasonable opportunity to express their views on the proposed creation of a Tax Incremental District on real property consisting of the following parcels:

District Legal Description:

Outlot 8, Except Tracts A, B and C of Fox Run Subdivision in the City of Yankton, South Dakota.

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

WHEREAS, such Notice was published in the official newspapers in City of Yankton not less than ten (10) nor more than thirty (30) days from the date of the hearing which was held on June 10, 2024.

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

City of Yankton
Yankton County Commission
James River Water Development District
Yankton School District 63-3

WHEREAS, a hearing was held on June 10, 2024, as provided in such Notice, and all interested parties were allowed a reasonable opportunity to be heard on the proposed Tax Incremental District Sixteen plan;

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

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

NOW THEREFORE, IT IS HEREBY RESOLVED:

1. **Authority and Declaration of Necessity.** The City Commission declares the necessity for the approval of Tax Incremental District Number Sixteen plan, City of Yankton, Yankton County (hereinafter sometimes referred to as the “District”), pursuant to SDCL Chapter 11-9, and finds that the improvement of the area within the District are likely to enhance significantly the value of substantially all of the other real property in the District and is necessary for Economic Development within the County and the City of Yankton.
2. **Findings.** The City Commission makes the following findings with regard to Economic Development:
 - a. The proposed improvements will diversify the overall economic base of the City of Yankton through increased housing opportunities.
 - b. More than 50% of the property in the District by area will stimulate and develop the general economic welfare and prosperity of the City;
 - c. Improvements to the District will significantly and substantially enhance the value of all property within the District;
 - d. The aggregate assessed value of the District plus the tax incremental base of all other existing Districts in the City does not exceed Ten (10%) percent of the total assessed valuation in the City;
 - e. The South Dakota Department of Revenue has reviewed the TIF Plan and classified the Tax Increment District Sixteen of City of Yankton to be Affordable Housing.
3. **Boundaries of District.** The Boundaries of the district are determined to be as follows:
 - Lot 2 of Full Bloom Addition to the City of Yankton, SD

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

4. **Findings of Annual Appropriation TID.** Tax Increment District #16 will be designated as an Annual Appropriations TIF to ensure that it does NOT count against constitutional debt.
5. **Creation of Tax Incremental Fund.** There is hereby created, pursuant to SDCL 11-9-31, a Tax Incremental District Number Sixteen Fund, which shall be a segregated asset account. All tax increments collected pursuant to Tax Incremental District Number Sixteen shall be deposited into the

Tax Incremental District Number Sixteen Fund. All funds in the Tax Incremental District Number Sixteen Fund shall be used solely for those purposes expressly stated and reasonably inferred in SDCL Chapter 11-9

6. **Adoption of Tax Increment Plan.** The City Commission of the City of Yankton does hereby adopt the Tax Increment Plan Number Sixteen as presented.

Passed and approved this 10th day of June, 2024.

ATTEST:

Mason Schramm, Mayor

Lisa Yardley, City Finance Officer

(SEAL)



City of Yankton

TID #16

Outlot 8, Except Tracts A, B and C of Fox Run Subdivision in the City of Yankton, South Dakota

**CITY OF YANKTON TAX INCREMENT
FINANCE DISTRICT #16**



Created

June 2024

Prepared by Tobin Morris
Colliers Securities LLC
124 W. Dakota Avenue | Pierre, SD 57501
tobin.morris@colliers.com

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INTRODUCTION – THE PROJECT

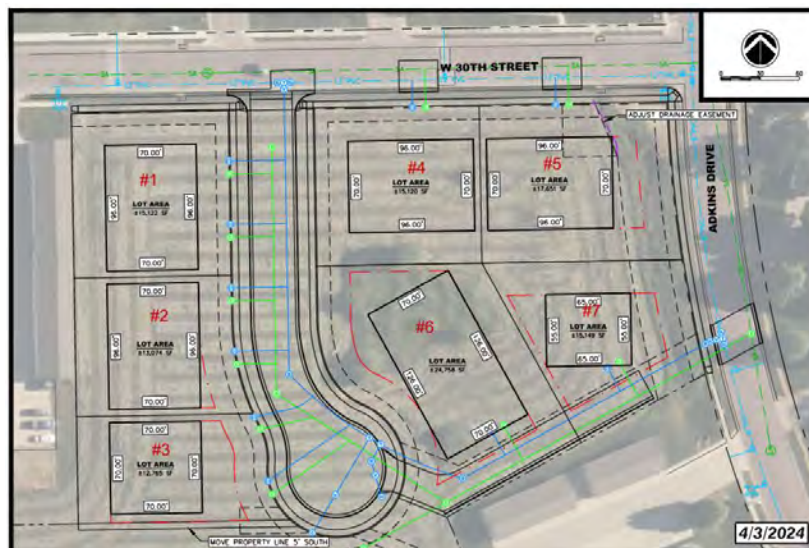
Tax Increment Financing (TIF) is an incentive utilized by local governments to attract private development and investment. New investment equals new jobs, more customers, and in turn, more investment opportunity. The incentive can also help attract and retain existing businesses and workers that might otherwise find more attractive options elsewhere. The jobs and additional investment, both private and public, mean more money for the community. Tax Increment Financing helps to overcome costs that often prevent redevelopment and private investment from occurring in the community. As a result, the TIF area itself improves and property values increase.

Specifically, money for improvements and other incentives comes from the growth in property valuations and the corresponding property tax revenues — the tax increment. A tax increment is the difference between the amount of property valuation present within the TIF district before TIF district designation and the amount of property valuation increase due to the creation of a TIF district. Property taxes collected on the original valuation existing in the TIF at the time of its designation continue to be distributed to the city, school district, county and all other taxing districts in the same manner as if the TIF district did not exist. Only property taxes collected as a result of the incremental increase in the value of these properties after formation of the TIF district are available for use by the counties or cities to fund projects costs in the TIF district.

In addition to increasing property valuation, creating a Tax Increment District for the benefit of affordable housing can mean creating housing opportunities for the local workforce. Today's business climate allows corporations the flexibility to call any state in the union their home. It is up to local communities to attract and retain residents to their communities. Using Tax Increment Financing is one of the most powerful economic development tools to help communities achieve their goals.

A local government, per South Dakota Codified Law, Chapter 11-9, can designate a specific area within its boundaries as a redevelopment area appropriate for a TIF district and prepare a plan for development. TIF projects must be recommended for approval by the County or City Planning Commission and the County or City Commission.

The primary objective of TIF #16 is to enhance a currently vacated lot located at W 30th Street and Adkins Drive in the City of Yankton. The proposed redevelopment of the lot will consist of 19 twin homes and up to 60 multifamily housing apartment complex that will help alleviate the shortage of housing options within the City of Yankton.



PURPOSE & GENERAL DEFINITIONS

The property upon which this Tax Incremental District (TID) is proposed to be implemented is located within City of Yankton, South Dakota. As such, the creation of City of Yankton TIF #16 shall be conditioned upon the creation of the District by resolution, and the establishment of the TID boundaries and approval of the TID Project plan by the City of Yankton Planning and Zoning Commission.

The purpose of this Plan, to be implemented by City of Yankton, South Dakota is to satisfy the requirements for a Tax Increment District Number Sixteen as specified in SDCL Chapter 11-9. The principal purpose of the Plan is to define eligible property and to define a Tax Increment Plan for funding eligible activities in an eligible area of the City. The Plan will describe the boundary, estimated costs, feasibility, and fiscal impact of the District.

This Plan was prepared for adoption by the City Commissioners in recognition that the area requires a coordinated, cooperative strategy, with financing possibilities, to promote economic development growth and accomplish the City's development objectives for improving the continued viability of the City.

The driving interest in the establishment of this Plan is to offer tax increment financing as a tool to stimulate and leverage private sector development and redevelopment, and to promote economic development growth throughout the District.

The intention of this TIF Project is to enhance a currently vacated lot on the southern part of the City of Yankton by establishing the infrastructure required for the construction of a multifamily apartment complex and 19 twin homes. The proposed twin home and multifamily development will help expand the City of Yankton's housing options. The City currently has a shortage of affordable housing options, and the proposed development will help alleviate that housing shortage.

The proposed City of Yankton TIF #16 will be a tremendous benefit to the City of Yankton as it will help alleviate the shortage of housing options. The City has had significant population growth which can cause the local housing stock to decrease. According to the 2022 City of Yankton Housing Study, from the years 1990 to 2000, the City grew 6.5%. The years 2000 to 2010, the City had a population increase of 6.8%. In 2020, the population for the City of Yankton was 15,411 people. When compared back to the 2010 Census, the City had added 957 permanent residents, for a population increase of 6.6%. The 2020 Census count continued a long pattern of very consistent growth for the community. It is anticipated that that the consistent growth of the City will continue.

Table 1 Population Trends - 1990 to 2020						
	1990 Census	2000 Census	% Change 1990-2000	2010 Census	% Change 2000-2010	2020 Census
Yankton	12,703	13,528	6.5%	14,454	6.8%	15,411
Greater Yankton	22,956	25,291	10.2%	26,004	2.8%	26,843
Four-County	46,006	47,901	4.1%	47,061	-1.8%	47,084

Source: U.S. Census

The shortage of housing options due to the population increase in the City of Yankton has caused pent-up demand in various areas of the housing market. The 2022 Yankton Housing Study recommends the development of approximately 275 to 325 units of rental housing over a five-year projection period. This unit recommendation is primarily based on a combination of projected household growth and pent-up demand from underserved segments.

The following shows what the 2022 Yankton Housing Study recommends for the development of rental housing within the City of Yankton:

- ▶ 625 conventional market rate units
- ▶ 174 moderate rent /income restricted tax credit units
- ▶ 225 subsidized units for senior/disabled occupancy
- ▶ 351 subsidized units for general occupancy
- ▶ 168 specialized senior units/beds (detailed in following section)

The City of Yankton has a very low vacancy rate for rental units. According to the 2022 Yankton Housing Study, when occupied units did exist, they were generally due to recent turnover and were in the process of being filled. Most owners/managers reported strong demand, with frequent phone calls from prospective tenants. A commonly used standard is that a vacancy rate between 3% and 5% is considered acceptable. Based on the open units that were reported, the estimated vacancy rate within the conventional market rate sector would be approximately 1% or less.

The 2022 Yankton Area Housing Study recommends the continued promotion of twin home development in the City of Yankton. The demand projections used for this Study point to potential demand for 40 to 52 owner-occupancy units per year in Yankton. Within the City, a sustained market share of 20% to 25% for attached units would yield projected demand for 8 to 13 units in an average year for owner occupants. Newly constructed units should continue to represent a mix of single family homes, as well as attached housing such as twin homes, which can appeal to mature households as they age.

The Developer, JC Ventures, LLC has extensive experience in new construction ranging from light commercial to residential development. Johanneson Contracting has completed projects similar to the proposed “The Links” project. In 2017 Johanneson Contracting completed 28 single family and multifamily twin homes in Westbrook Estates development. Since being established in 2003, JC Ventures, LLC has had strong ties to the Yankton community and will continue to serve the community for many years to come.

The images below show preliminary conceptual design of the proposed townhomes and 4 plex units:



General Definitions

The following terms found in this Plan are defined as the following:

"Base" or "Tax Incremental Base" means the aggregate assessed value of all taxable property located within a Tax Incremental District on the date the district is created, as determined by SDCL § 11-9-20.

"Blighted or Economic Development" SDCL § 11-9-8.

(1) Not less than twenty-five percent, by area, of the real property within the district is a blighted area or not less than fifty percent, by area, of the real property within the district will stimulate and develop the general economic welfare and prosperity of the state through the promotion and advancement of industrial, commercial, manufacturing, agricultural, or natural resources; and

(2) The improvement of the area is likely to enhance significantly the value of substantially all of the other real property in the district

"City Commission" means the City Commission of Yankton, South Dakota

"Calendar Year" means the starting date of January 1 to an ending date of December 31st.

"Department of Revenue" means the South Dakota Department of Revenue.

"Developer" means JC Ventures, LLC

"District" means the Tax Incremental District.

"Economic Development" means all powers expressly granted and reasonably inferred pursuant to SDCL § 9-54.

"Fiscal year" means that fiscal year for City of Yankton

"Generally Applicable Taxes" shall have the same meaning as set forth in 26 CFR § 1.141-4(e).

"Governing body" means the City of Yankton, South Dakota

"Grant" means the transfer for a governmental purpose of money or property to a transferee that is not a related party to or an agent of the municipality;

"Infrastructure Improvements" means a street, road, sidewalk, parking facility, pedestrian mall, alley, bridge, sewer, sewage treatment plant, property designed to reduce, eliminate, or prevent the spread of identified soil or groundwater contamination, drainage system, waterway, waterline, water storage facility, rail line, utility line or pipeline, or other similar or related structure or improvement, together with necessary easements for the structure or improvement, for the benefit of or for the protection of the health, welfare, or safety of the public generally.

"Planning Commission" means the City of Yankton Planning Commission

"Plan" means this Project Plan.

"Project Costs" means any expenditure or monetary obligations by City of Yankton, whether made, estimated to be made, incurred or estimated to be incurred, which are listed as Project Costs herein will include any costs incidental thereto but diminished by any income, special assessments, or other revenues, other than tax increments, received, or reasonably expected to be received, by City of Yankton in connection with the implementation of this Plan.

"Project Plan" means a properly approved Plan for the development or redevelopment of a tax incremental district including all properly approved amendments thereto as recommended pursuant to SDCL § 11-9-13.

"Public Works" means the Infrastructure Improvements, the acquisition by purchase or condemnation of real and personal property within the Tax Incremental District and the sale, lease, or other disposition of such property to private individuals, partnerships, corporations, or other entities at a price less than the cost of such acquisition which benefit or further the health, safety, welfare and economic development of the City and Project Costs.

"Taxable Property" means all real taxable property located in a Tax Incremental District.

"Tax Incremental District" means a contiguous geographic area within a City defined and created by resolution of the governing body and named City of Yankton Tax Incremental District #16.

"Tax Increment Valuation" is the total value of the Tax Incremental District minus the tax incremental base pursuant to § 11-9-19.

"Tax Increment Law" means South Dakota Codified Laws Chapter 11-9.

CREATION OF CITY OF YANKTON TAX INCREMENT DISTRICT #16

The Developer has approached officials of City of Yankton are regarding the possibility of creating a Tax Incremental Financing District ("TID") to assist in the Project Costs within the Plan on land located within City of Yankton.

The primary objective of TIF #16 is to enhance a currently undeveloped parcel of land on the northern side of the City of Yankton. The development will consist of twin homes and multifamily designed for workforce housing within the City.

Property Within Tax Increment #16

The real property to be located within the Tax Increment District is within the City of Yankton, described as follows:

- Outlot 8 Exc Tracts A, B & C Fox Run Subdivision

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

TAXABLE VALUE OF CITY OF YANKTON

State law requires that tax increment districts cannot exceed ten percent of the taxable value of a municipality. The 2023 Taxes Payable 2024 value for City of Yankton is \$1,377,791,350. The base value of the taxable property for inclusion into this Tax Incremental District #16, as estimated but not yet verified by Yankton County Director of Equalization, is \$215,600.

11-9-7. Maximum percentage of taxable property in municipality permitted in districts. In order to implement the provisions of this chapter, the resolution required by § 11-9-5 shall contain a finding that the aggregate assessed value of the taxable property in the district plus the **tax incremental base of all other existing districts does not exceed ten percent** of the total assessed value of taxable property in the municipality.

There are currently ten other active TIF Districts in City of Yankton.

City of Yankton	
Tax Increment District	Base Value
5	\$101,824
6	\$76,325
7	\$136,049
8	\$110,970
9	\$2,414,104
11	\$8,411,088
12	\$0
13	\$92,428
14	\$77,056
15	\$183,500
16	\$215,600
Total	\$11,818,944

City of Yankton Taxable Value
\$1,337,913,501

All TIF Base Value Must be less than 10%
\$133,791,350

Using the estimates provided for TID #16, the value of all existing Tax Increment Districts combined is less than 1% of the total 2024 Taxable Valuation.

KIND, NUMBER, LOCATION, AND DETAILED COSTS OF PROPOSED PUBLIC WORKS AND IMPROVEMENTS – SDCL § 11-9-13(1)

In order to implement the provisions of SDCL Chapter 11-9, the following are Project Costs and expenditures made or estimated to be made and the monetary obligations incurred or estimated to be incurred. The Project Costs include capital costs, financing costs, real property assembly costs, professional fee costs, imputed administration costs, relocation costs, organizational costs, discretionary costs and grants, plus any costs incidental thereto.

All Project Costs are found to be necessary and convenient to the creation of the Tax Incremental District and its implementation. The project constitutes economic development which is a proper public purpose of the City. The City exercises the powers expressly stated in and reasonably inferred by SDCL §11-9-15 and Chapter 9-54. The City shall enter into all contracts in accordance with South Dakota Law.

Costs of Public Works and Improvements

In accordance with SDCL § 11-9-14 the following is the kind, number, location and dollar amount of estimated Project Costs, costs of public works and improvements.

The following are estimated costs of the Project:

Kind of Project	Location ¹	Amount	Reference ²
Capital Costs (Street, Water & Sewer) (cleaning & grading of land & associated costs) ²	District		11-9-15(1)
Financing Costs	District		11-9-15(2)
Real Property Assembly	District		11-9-15(3)
Professional Fees	District		11-9-15(4)
Administrative Costs	District		11-9-15(5)
Relocation Costs	District		11-9-15(6)
Organizational Costs	District		11-9-15(7)
Discretionary Costs and Grants	District	\$2,265,859	11-9-15(8)
Eligible Project Costs		\$2,265,859	

The above are estimates of the costs involved in the project; the final total may be greater or smaller. An itemized listing of the estimated costs is set forth on Schedule 1. Because the cost estimates are only projected expenditures, the total authorized TID costs is expected to be \$2,265,859. This amount is the controlling value with respect to authorized TID Project Costs rather than the particular line-item amounts contained in the above Chart and Schedule 1.

The line-item categories proposed are for guidance only, and actual costs will be determined upon completion of the improvements. The above total represents eligible Project Costs. Only such amounts as are feasible will be allowed by the City or by monetary obligation.

1 District shall mean the Tax Increment District.

2 SDCL §11-9-15 (1) Capital costs, including the actual costs of the construction of public works or improvements, buildings, structures, and permanent fixtures; the demolition, alteration, remodeling, repair, or reconstruction of existing buildings, structures, and permanent fixtures; the acquisition of equipment; the clearing and grading of land; and the amount of interest payable on tax incremental bonds or notes issued pursuant to this chapter until such time as positive tax increments to be received from the district, as estimated by the Project Plan, are sufficient to pay the principal of and interest on the tax incremental bonds or notes when due;

(2) Financing costs, including all interest paid to holders of evidences of indebtedness issued to pay for Project Costs, any premium paid over the principal amount thereof because of the redemption of such obligations prior to maturity and a reserve for the payment of principal of and interest on such obligations in an amount determined by the governing body to be reasonably required for the marketability of such obligations;

(3) Real property assembly costs, including the actual cost of the acquisition by a municipality of real or personal property within a tax incremental district less any proceeds to be received by the municipality from the sale, lease, or other disposition of such property pursuant to a Project Plan;

(4) Professional service costs, including those costs incurred for architectural, planning, engineering, and legal advice and services;

(5) Imputed administrative costs, including reasonable charges for the time spent by municipal employees in connection with the implementation of a Project Plan;

(6) Relocation costs;

(7) Organizational costs, including the costs of conducting environmental impact and other studies and the costs of informing the public of the creation of tax incremental districts and the implementation of project plans; and

(8) Payments and grants made, at the discretion of the governing body, which are found to be necessary or convenient to the creation of tax incremental districts or the implementation of project plans.

Conditions of the Tax Increment relating to Constitutional Debt

It is specifically a condition the Tax Increment Plan that the City's obligation to pay is limited to the proceeds of the positive tax increment from the TID receipted into the TIF Fund. The obligation of the City to pay pursuant to the proposed TIF Plan does not constitute a general indebtedness of the City or a charge against the City's general taxing power. The provisions of SDCL 11-9-36 are specifically incorporated within the Agreement by reference. It is also to be specifically agreed that the City has made no representation that the proceeds from such Fund shall be sufficient to retire any indebtedness that may be incurred. The City further acknowledges that SDCL 11-9-25 limits the duration of allocation of the positive tax increment payments and the fund created by the TID.

Additionally, the City's obligations to make the payments set forth in the TIF Plan shall be lawfully made from funds to be budgeted and appropriated on an ANNUAL BASIS for that purpose during the City's then current fiscal year, thus not counting towards Constitutional Debt. If at any time during the term of this Tax Increment Plan, the governing body of the City shall fail or refuse to approve or authorize the funds due hereunder, then the Tax Increment District shall terminate upon the end of the fiscal year for which funds were approved or authorized, without penalty to the City. The City's obligation hereunder shall not in any way be construed to be a debt of the City in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by the City, nor shall anything contained herein constitute a pledge of the general credit, tax revenues, funds, or moneys of the City.

It is further understood that the amount of \$2,265,859 will be the maximum amount the City will ever pass on acting as a conduit for TIF #16. This amount will include any and all interest associated with the debt and the controlling value of the TIF will never pay more than \$2,265,859. All TIF revenue will be collected by the City until the full amount has been paid or 20 years from the year of creation, whichever happens first.

The payment of tax increment funds under this Agreement is a grant under Chapter 11-9 of the South Dakota Codified Laws (the "Grant"). The Grant is a personal property right vested with the City on the effective date of this Agreement. The City will grant this amount to the City of Yankton.

Expenditures Exceeding Estimated Cost

Any expenditures, which in sum would exceed the total amount of the TID amount of \$2,265,859, will require an amendment of this Plan. All amendments would be undertaken pursuant to SDCL §11-9-23.

When the expenditures within the Plan are increased in excess of more than 35 percent of the total above, the Department of Revenue will be required to reset the base, in accordance with SDCL §11-9-23.

If the Project Costs are not provided for in the original plan, the governing body would be required to amend the plan which requires the South Dakota Department of Revenue to re-determine the tax increment base when additional Project Costs are added to a plan. SDCL §11-9-23.

Detailed List of Estimated Project Costs

Attached as Schedule 1 is a detailed list of estimated Project Costs for the project as per SDCL § 11-9-13(3). No expenditure for Project Costs is provided for more than five years after the District is created.

FEASIBILITY STUDY, ECONOMIC DEVELOPMENT STUDY, AND FISCAL IMPACT STATEMENT

Feasibility Study

An economic feasibility study per SDCL § 11-9-13(2) is attached as Schedule 2.

Economic Development Study

Attached is Schedule 3 a Fiscal Impact Statement showing the impact of the Tax Increment District, until and after the bonds are repaid, upon all entities levying property taxes in the district. Required as per SDCL § 11-9-13(4).

Fiscal Impact Statement

Attached is Schedule 4 a Fiscal Impact Statement showing the impact of the Tax Increment District, until and after the bonds are repaid, upon all entities levying property taxes in the district. Required as per SDCL § 11-9-13(4).

METHOD OF FINANCING, TIMING OF COSTS AND MONETARY OBLIGATIONS

The payment of Project Costs is anticipated to be made by the City from the special fund of the Tax Incremental District (SDCL § 11-9-13(5)). Pursuant to the TIF Plan, the City will pay to the City all available tax increment funds it receives from the District.

Maximum Amount of Tax Increment Revenue

The maximum amount of tax increment revenue bonds or monetary obligations to be paid through Tax Increment District #16 shall be the amount sufficient to reimburse the City for the payments made for Project Costs and pay all tax increment bonds or monetary obligations in an amount not to exceed \$2,265,859 principal and interest or such lesser amount as may be feasible with the estimated revenue generated by the Tax Increment District.

Duration of Tax Increment Plan

The duration of the Plan will extend to the number of years it will take for the reimbursement of the City, the extinguishment of bonds and the monetary obligation except that the Plan duration **shall not exceed 20 calendar years** of revenue from the year of creation of the District.

ESTIMATED IMPACT OF TAX INCREMENT FINANCING ON REVENUES OF TAXING JURISDICTIONS

The site will generate taxes to the local jurisdictions at or above the assessed value of the base. All taxing districts shall receive the taxes from that base which will be the value set for the 2022 assessment year for taxes payable in 2023. The tax increment will be available to the taxing jurisdictions after dissolution, which is at or before twenty years after the creation of the District. Schedule 5 details the tax capture implications to each of the local taxing jurisdictions. After the repayment of all bonds and monetary obligations, taxing entities will receive their proportionate share of tax dollars for the base value and the tax incremental values.

GENERAL FUND

Mechanisms are built within State Codified Law to ensure that school districts are held harmless by TIF districts for their General Fund. For these purposes, law (SDCL 13-13-10.2) defines four classifications of TIFs:

- Economic Development - Any area where there is or will be one or more businesses engaged in any activity defined as commercial or industrial by the governing body that has zoning authority over the land contained within the tax incremental district
- Industrial – Any factory or any business engaged primarily in the manufacturing or assembly of goods, the processing of raw materials, and the wholesale distribution of products for resale
- Affordable Housing – Includes an area where: 1. The original selling price of any house in the district will be at or below the first-time homebuyer purchase price limit being used by the South Dakota Housing Development Authority as of the date the house is sold; OR 2. The monthly rental rate of all multifamily housing units in the district will be at or below the calculated rent for the state's eighty percent area median income as of the date the district is created, for a minimum of five years following the date of first occupancy.
- Local – Any tax incremental districts that do not fall under Economic Development or Industrial

Public school districts are generally funded through the State Aid to Education formula. The two primary channels of the formula are State Aid and Local Effort. Multiple agencies of the State of South Dakota calculate the amount of General Fund monies to be distributed to school districts each year through the State portion. Local effort is considered the amount of revenue that is generated by local property taxes at maximum levies.

If a TIF is classified as Economic Development, Industrial, or Affordable Housing, the school funding that would be generated by the increment valuation is considered lost local effort and is paid through the State Aid side of the formula. If a TIF is classified as Local, the affected school district funding must be recouped through local effort in the form of an additional levy added to the General and Special Education Funds. In either scenario, the school district receives the financial need associated with the increment valuation.

City of Yankton TIF #16 has already received the preliminary classification from the Department of Revenue. The TIF is considered Affordable Housing; therefore, any lost local effort of the General Fund will be covered through the State Aid to Education Formula.

CAPITAL OUTLAY FUND

The impact of a TIF to the Capital Outlay Fund is minimal. Starting on July 1, 2020, a school district is limited to the amount of capital outlay dollars they can receive by either:

- A. the previous year's maximum allowable can be increased by a growth factor plus 3%
- Or
- B. a per student amount.

The primary impact would be to the first scenario; a TIF would delay annual growth until the TIF is completed. However, once the TIF is dissolved, all increment value would be considered new growth for the school district.

If a school district falls under a per student limitation, they will see no impact to their funding due to the TIF.

SPECIAL EDUCATION FUND

The Special Ed Fund has the potential to see the greatest negative impact from the creation of a TIF district.

If the school district requests their special education monies in the form of a levy, then the exclusion of the TIF increment in the tax base would mean the school district is not receiving as much as it could.

If the school district submits their request in a dollar amount, then the fund would see no impact from a TIF district.

BOND REDEMPTION FUND

The school district is always able to ask for the needed money for the principal and interest of their bond repayment. The only impact a TIF would have on this fund is by holding back the increment value, lowering tax base for the spreading of the tax burden and creating a slightly higher levy for the local taxpayers.

MAPS

The Conditions map, SDCL § 11-9-16(1), is included as Attachment 2.

The Improvements map, SDCL § 11-9-16(2), is included as Attachment 3.

The Zoning Change Map, SDCL § 11-9-16(3), is included as Attachment 4.

SUPPLEMENTARY FINDINGS

CHANGES TO CITY COMPREHENSIVE/MASTER PLAN MAP, BUILDING CODES & CITY ORDINANCES PER SDCL §11-9-16 (4)

No changes to City ordinances nor the City Master Plan are required.

LIST OF ESTIMATED NON-ELIGIBLE PROJECT COSTS

The following is a list of the non-Project Costs per SDCL § 11-9-16(5). All costs are listed as taxable value; actual non-project costs will exceed the following amounts.

Item	Amount
Construction of the buildings	\$8,926,000
TOTAL	\$8,926,000

STATEMENT OF DISPLACEMENT AND RELOCATION PLAN

No residents or families will be displaced by the Project. SDCL § 11-9-16(6)

PERFORMANCE BOND, SURETY BOND OR OTHER GUARANTY

As security for its fulfillment of the agreement with the governing body, a purchaser or lessee of redevelopment property may furnish a performance bond, with such surety and in such form and amount as the governing body may approve or make such other guaranty as the governing body may deem necessary in the public interest.

LIST OF SCHEDULES

SCHEDULE 1 - Estimated Project Cost

SCHEDULE 2 - Economic Feasibility Study & Estimated Captured Taxable Values

SCHEDULE 3 - Economic Development Study

SCHEDULE 4 - Fiscal Impact Statement

SCHEDULE 1

DETAIL OF PROJECT COSTS

Estimates TID Eligible of Project Costs Requested

The City of Yankton has determined that this will be an Affordable Housing TIF Tax Incremental District, thus the eligible cost will be in the form of an infrastructure grant that will not exceed \$2,265,859. This is a permitted use under SDCL 11-9-15.

SDCL 11-9-15. Specific items included in project costs. Project costs include:

- (1) Capital costs, including the actual costs of the construction of public works or improvements, buildings, structures, and permanent fixtures; the demolition, alteration, remodeling, repair, or reconstruction of existing buildings, structures, permanent fixtures; the acquisition of equipment; the clearing & grading of land; & the amount of interest payable on tax incremental bonds issued pursuant to this chapter until such time as positive tax increments to be received from the district, as estimated by the project plan, are sufficient to pay the principal of & interest on the tax incremental bonds when due;
- (2) Financing costs, including all interest paid to holders of evidences of indebtedness issued to pay for project costs, any premium paid over the principal amount thereof because of the redemption of such obligations prior to maturity and a reserve for the payment of principal of and interest on such obligations in an amount determined by the governing body to be reasonably required for the marketability of such obligations;
- (3) Real property assembly costs, including the actual cost of the acquisition by a municipality of real or personal property within a tax incremental district less any proceeds to be received by the municipality from the sale, lease, or other disposition of such property pursuant to a project plan;
- (4) Professional service costs, including those costs incurred for architectural, planning, engineering, and legal advice and services;
- (5) Imputed administrative costs, including reasonable charges for the time spent by municipal employees in connection with the implementation of a project plan;
- (6) Relocation costs;
- (7) Organizational costs, including the costs of conducting environmental impact and other studies and the costs of informing the public of the creation of tax incremental districts and the implementation of project plans; and
- (8) Payments and grants made, at the discretion of the governing body, which are found to be necessary or convenient to the creation of tax incremental districts, the implementation of project plans, or to stimulate and develop the general economic welfare and prosperity of the state.

The following shows the total project costs as provided by the project Engineer:

Name / Address			
Fox Run TID Yankton SD			
		Project	Terms
			Due on receipt
Description	Qty	Total	
Project development costs Tracts 1,2,3,4,5			
Property purchase cost			300,000.00
Professional service costs			44,970.00
Finance and interest costs			155,000.00
Site Removals & Grading			7,425.00
Site Earthwork			97,147.00
Sanitary Sewer			79,295.00
Storm Sewer			32,759.00
Water Main			94,787.00
Curb & Gutter			32,629.00
Road Paving			127,833.00
Erosion/Sediment Control			9,270.00
Underground Utilities Gas Main			7,900.00
Underground Utilities Secondary			116,000.00
Street lights and signage			12,340.00
Right of way sidewalks			37,375.00
 Additional Cost for tract 4 apartments			
Tract 4: Fill clay, grading			29,800.00
Tract 4 Underground utilities			83,477.00
Tract 4 Concrete paving			396,200.00
 Tract 1,2,3 - Building 19 twinhome/townhome units each unit = 1100-1300sq/ft with 2 car attached garage.			
Tract 4 - Building eligible for 64 apartment units			
		Subtotal	\$1,664,207.00
		Excise Tax (2.0%)	\$0.00
		Total	\$1,664,207.00

The calculations of the estimated tax increment valuation and tax generated for the TID can be found in the following tables. For purposes of this Project Plan, it is anticipated no increment generated by City TID #16 will be available until the earliest of calendar year 2027 and thereafter.

TID TAX REVENUE ESTIMATES AVAILABLE FOR CITY OF YANKTON

This project will have properties that are classified as Non-Ag Other. The following preliminary projections show that TIF #16 is projected to be financially feasible for a breakeven analysis.

Year		2027		
Lot 1 Duplex	Avg Price	Total	Mill Rate	TIF Revenue
3	\$294,000.00	\$882,000.00	0.014352	\$12,025.54
Lot 2 Duplex	Avg Price	Total	Mill Rate	
2	\$300,000.00	\$600,000.00	0.014352	\$8,180.64
Lot 3 Duplex	Avg Price	Total	Mill Rate	
2	\$300,000.00	\$600,000.00	0.014352	\$8,180.64
Lot 4 Duplex	Avg Price	Total	Mill Rate	
3	\$294,000.00	\$882,000.00	0.014352	\$12,025.54
Other	Avg Price	Total	Mill Rate	
0	\$280,000.00	\$0.00	0.014352	\$0.00
Other	Avg Price	Total	Mill Rate	
0	\$312,401.00	\$0.00	0.014352	\$0.00
		\$2,964,000.00		
Year		2028		
Lot 5 Duplex	Avg Price	Total	Mill Rate	TIF Revenue
3	\$294,000.00	\$882,000.00	0.014352	\$12,025.54
Lot 6 Duplex	Avg Price	Total	Mill Rate	
2	\$280,000.00	\$560,000.00	0.014352	\$7,635.26
Lot 7 Duplex	Avg Price	Total	Mill Rate	
2	\$300,000.00	\$600,000.00	0.014352	\$8,180.64
Multifamily	Avg Price	Total	Mill Rate	
24	\$70,000.00	\$1,680,000.00	0.017904	\$28,574.78
Other	Avg Price	Total	Mill Rate	
0	\$288,400.00	\$0.00	0.014352	\$0.00
Duplex	Avg Price	Total	Mill Rate	
0	\$321,773.03	\$0.00	0.014352	\$0.00
		\$3,722,000.00		
Year		2029		
Lot 6 Duplex	Avg Price	Total	Mill Rate	TIF Revenue
2	\$280,000.00	\$560,000.00	0.014352	\$7,635.26
Multifamily	Avg Price	Total	Mill Rate	
24	\$70,000.00	\$1,680,000.00	0.017904	\$28,574.78
Other	Avg Price	Total	Mill Rate	
0	\$309,000.00	\$0.00	0.014352	\$0.00
Other	Avg Price	Total	Mill Rate	
0	\$72,100.00	\$0.00	0.014352	\$0.00
Other	Avg Price	Total	Mill Rate	
0	\$297,052.00	\$0.00	0.014352	\$0.00
Other	Avg Price	Total	Mill Rate	
0	\$331,426.22	\$0.00	0.014352	\$0.00
		\$2,240,000.00		

Total Units	
Duplex / Twinhome	19
Multifamily	48
Other	0
Total Available	67

The following table shows the total amount of tax increment that TIF #16 will produce over its 20 year life:

Year	New Amt Avail. For D/S	Total Amount Available for Debt Service		
			Annual	Semi
2027	\$40,412.36	\$40,412.36	\$40,412.36	\$20,206.18
2028	\$96,828.59	\$137,240.95	\$96,828.59	\$48,414.30
2029	\$133,038.64	\$270,279.59	\$133,038.64	\$66,519.32
2030	\$133,038.64	\$403,318.23	\$133,038.64	\$66,519.32
2031	\$133,038.64	\$536,356.87	\$133,038.64	\$66,519.32
2032	\$133,038.64	\$669,395.51	\$133,038.64	\$66,519.32
2033	\$133,038.64	\$802,434.14	\$133,038.64	\$66,519.32
2034	\$133,038.64	\$935,472.78	\$133,038.64	\$66,519.32
2035	\$133,038.64	\$1,068,511.42	\$133,038.64	\$66,519.32
2036	\$133,038.64	\$1,201,550.06	\$133,038.64	\$66,519.32
2037	\$133,038.64	\$1,334,588.70	\$133,038.64	\$66,519.32
2038	\$133,038.64	\$1,467,627.34	\$133,038.64	\$66,519.32
2039	\$133,038.64	\$1,600,665.97	\$133,038.64	\$66,519.32
2040	\$133,038.64	\$1,733,704.61	\$133,038.64	\$66,519.32
2041	\$133,038.64	\$1,866,743.25	\$133,038.64	\$66,519.32
2042	\$133,038.64	\$1,999,781.89	\$133,038.64	\$66,519.32
2043	\$133,038.64	\$2,132,820.53	\$133,038.64	\$66,519.32
2044	\$133,038.64	\$2,265,859.17	\$133,038.64	\$66,519.32
			\$2,265,859.17	\$1,132,929.58

The table below shows the valuation increase of the project:

Year	Increase in Valuation	Total Increase in Valuation
2027	\$2,964,000.00	\$2,964,000.00
2028	\$3,722,000.00	\$6,686,000.00
2029	\$2,240,000.00	\$8,926,000.00
Total	\$8,926,000.00	

The table below shows the TIF request based on the project costs and applicable interest expense up to the amount of \$2,265,859:

TIF Request	
Infrastructure Costs	\$1,664,207
Interest Expense	\$601,652
Total TIF	\$2,265,859

SCHEDULE 2

ECONOMIC FEASIBILITY STUDY & TAXABLE VALUE

The City has been asked to create a Tax Increment District to help offset the expansion associated with this project. This feasibility study provides that the Project Costs can be financed through tax increment financing under South Dakota Tax Incremental District Law (South Dakota Codified Laws Chapter 11-9). Tax increment financing is an indispensable self-financing tool used throughout the United States to help local governments successfully develop and redevelop areas and encourage economic development.

In tax increment financing, the current real property tax assessed value of all properties in a designated project area (“tax increment financing district”) is established as the “base value.” As development in the tax increment financing district increases the assessed values of the redeveloped properties, a portion of the additional tax revenue generated by the increase in assessed value over the base value is set aside and committed by the City to the reimbursement of approved project costs.

Tax increment financing is permitted only in connection with a “Project Plan” duly adopted by the City. The property is currently estimated to have a taxable value of \$215,600. The improvements to be made to the property are estimated to add to the assessed valuation. The estimated increment resulting from the improvements would be approximately \$2,265,859 in new value once fully developed. Since only positive tax increment will be applied, the proposed project is feasible.

All of the project costs are found to be necessary and convenient to the creation of the Tax Incremental District and the implementation of the project.

For purposes of this Project Plan, the City of Yankton is projecting that the infrastructure and site improvements will be fully developed by calendar year 2026.

It is assumed that all obligations incurred would be adequately secured as to allow the payment of principal and interest when due, whether by means of a taxable bond or loan. The actual repayment schedule may change, but all principal and interest shall be paid within the life of the TID. Utilizing the information regarding expected increment valuation and tax generation, it is possible to estimate an expected revenue stream that can be utilized to retire debt that will be created as a result of implementing the Project Plan.

City of Yankton TID #16 is proven feasible based upon the projections made by the City, projecting a total in excess of \$2,265,859 in tax revenue during the life of the 20-year TIF.

SCHEDULE 3

ECONOMIC DEVELOPMENT STUDY

The City of Yankton has been approached concerning the creation of a tax increment district (TID) located within the city limits. Per South Dakota Codified Law 11-9-8, the governing body must make a finding that not less than 50%, by area, of the real property within the district will stimulate and develop the general economic welfare and prosperity of the State through the promotion and advancement of industrial, commercial, manufacturing, agricultural and natural resources, and the improvement of the area is likely to enhance significantly the value of substantially all of the other real property in the district.

Study Area Boundary

The Project boundaries are described and depicted on the maps in Attachments 1 and 2 of this Plan.

Establishing Economic Development

South Dakota law describes affordable housing as activity that stimulates and develops the general economic welfare and prosperity of the state through the promotion and advancement of industrial, commercial, manufacturing, agricultural, or natural resources. The definition of Affordable Housing for State Aid to Education Formula purpose is any area where the original selling price of any house in the district will be at or below the first-time homebuyer purchase price limit being used by the South Dakota Housing Development Authority as of the date the house is sold; OR the monthly rental rate of all multifamily housing units in the district will be at or below the calculated rent for the state's eighty percent area median income as of the date the district is created, for a minimum of five years following the date of first occupancy. The proposed City of Yankton TID #16 meets both of these criteria. The area within the boundaries of the TIF is to develop the area for single and multifamily housing opportunities within the City of Yankton.

The project will lie within the City of Yankton. The project is expected to be completed by 2026 calendar year.

Finding That the Improvements to the Area Are Likely to Enhance Significantly the Value of Substantially All of The Other Real Property in The District

It is definitively found that once the improvements set forth within the Project Plan are initiated, the improvements will enhance significantly the value of substantially all of the other real property in the district. The City of Yankton TID #16 will have a tremendous economic impact on the region's infrastructure advancement and workforce housing.

Conditions Within the Study Area; Land Use and Planning Land Use, Planning and Comprehensive Plan

The City of Yankton Comprehensive Plan is consistent with the proposed use of the District.

Findings within the Project Area Analysis

It is found that not less than 50%, by area, of the real property within the District will stimulate and develop the general economic welfare and prosperity of the State of South Dakota through the promotion and advancement of industrial, commercial, manufacturing, agricultural, and natural resources. It is also found that the improvement of the area is likely to enhance significantly the value of substantially all of the other real property in the District in accordance with SDCL 11-9-8.

The Project will stimulate and develop the general economic welfare and prosperity of the State through the promotion affordable housing. The Project will enhance the community of Yankton City by creating three additional jobs and the development of affordable housing will have a substantial annual economic impact to the region and state.

SCHEDULE 4

FISCAL IMPACT STATEMENT FOR CITY OF YANKTON TID #16

A fiscal impact statement shows the impact of the TID, both until and after the bonds or obligations are repaid, upon all entities levying taxes upon property in the District. The following fiscal impact statement is intended to provide only a brief analysis of the estimated impact of the Tax Increment District to the public pursuant to SDCL § 11-9-13(4). It is not intended to challenge a more detailed, complete financial analysis.

Definitions

“Assumptions” means factors or definitions used in the fiscal analysis. Assumptions may include facts and figures identified by the District and educated guesses that are sometimes necessary when not all of the information is available. Assumptions are often used to extrapolate an estimate. Assumptions may include an estimate of tax levies of each taxing entity, the school aid formula contribution, the value of the real property, etc.

“Base Revenues” means the taxes collected on the base value.

“Fiscal Impact” means the increase or decrease in revenues and generally refers to an impact to revenues caused by the district.

“Revenue” means ad valorem taxes.

“Tax Increment District” means City of Yankton Tax Increment District Number 16.

“Taxing Districts” means all political subdivisions of the state which have ad valorem taxing power over property within the boundaries of the Tax Increment District.

“Tax Increment Revenues” means all revenues above the Base Revenues.

Assumptions

1. The property will have improvements, which at completion, are estimated at taxable purposes up to \$8,926,000.
2. The average tax levy of all taxing districts will be \$14.352 per thousand dollars for “Owner Occupied” and 17.904 for “Other” of taxable valuation.
3. Tax increment will start to be collected in 2027 and end prior to 2044.
4. The discretionary formula will be waived by the Company

SCHEDULE 5

ESTIMATED CAPTURED TAXABLE VALUES

For purposes of this Project Plan, City assumes that **Company will elect not to use any real property tax discretionary formula** currently utilized in Yankton County or City of Yankton, South Dakota, pertaining to payment of real property taxes (i.e., 20% Year 1; 40% Year 2; 60% Year 3; 80% Year 4; and 100% Year 5).

* Actual valuation shall depend upon the value determined by the Yankton County Director of Equalization when assessed, with the application of dollars-per-thousand from local taxes. All tax increment revenues shall be from Generally Applicable Taxes attributable to the improvements to be constructed in the TID. The potential for total increment collections is estimated to be at the maximum range of \$2,265,859 covering a span of captured tax years not to exceed 20. Collection is anticipated to begin in 2027, and the schedule carries out the tax captured 20 years from the date of Plan adoption.

The following dollars-per-thousand rates are the current taxing rates of the local taxing jurisdictions for Non-AG Other property types:

2024 Property Tax Rate		
2023 Payable in 2024	\$ per \$1,000 assessed	
Entity	Owner Occupied	Other
City of Yankton	3.567	3.567
Yankton County	3.249	3.249
School District	7.536	11.088
Total Tax Levy	14.352	17.904

Utilizing the information regarding expected increment valuation and tax generation, it is possible to generate an expected revenue stream that can be utilized to retire debt that will be created as a result of implementing the Project Plan.

LIST OF ATTACHMENTS

Attachment 1 - Descriptions of Real Property

Attachment 2 - Conditions map, SDCL § 11-9-16(1)

Attachment 3 - Improvements map, SDCL § 11-9-16(2)

Attachment 4 - Zoning Change Map SDCL § 11-9-16(3)

Attachment 5 – Department of Revenue Classification Letter

ATTACHMENT 1

Descriptions of real property:

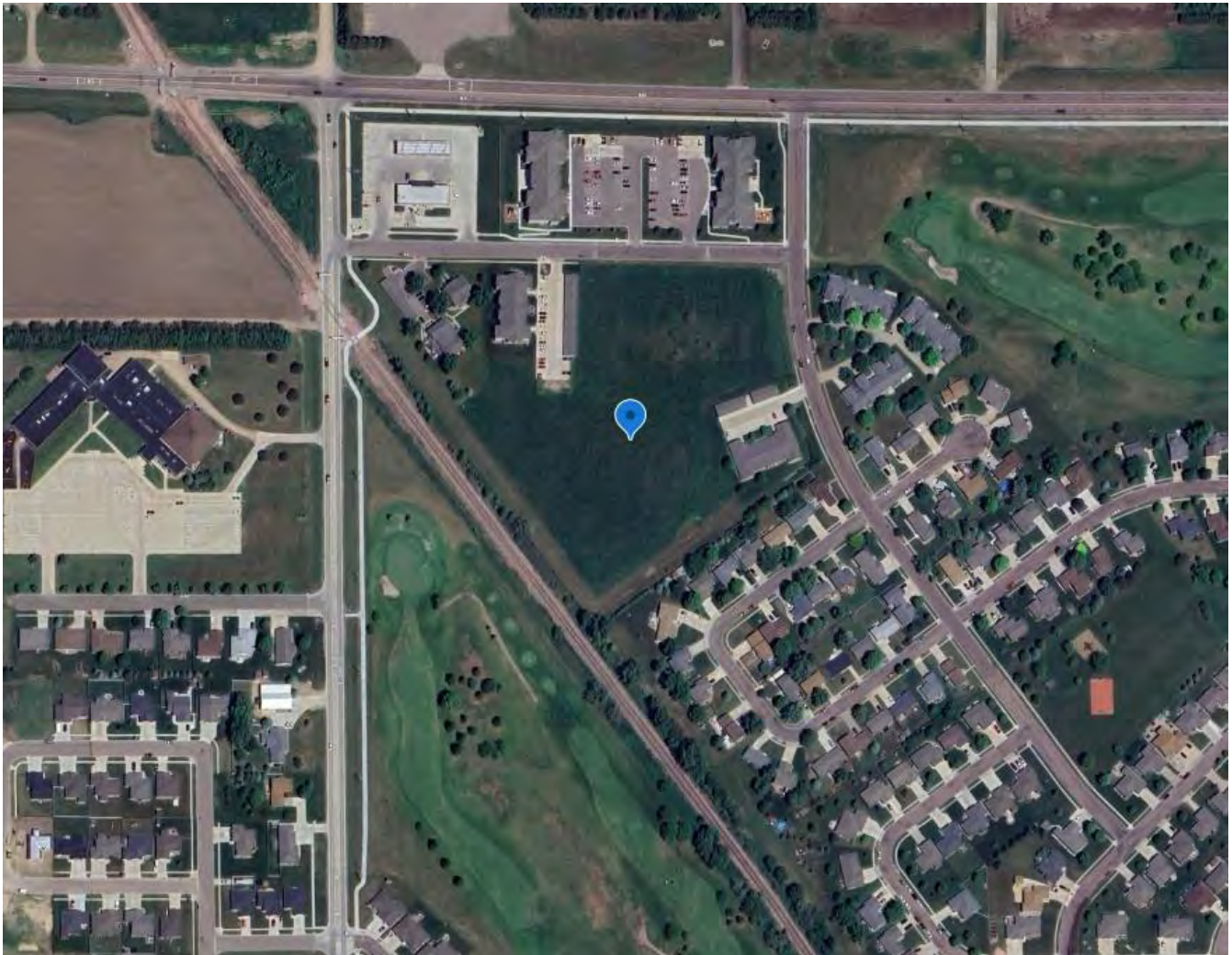
- Outlot 8 Exc Tracts A, B & C Fox Run Subdivision

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

ATTACHMENT 2

Conditions picture for City of Yankton Tax Incremental District #16, SDCL § 11-9-16(1)

The following is a picture showing the current conditions of the proposed location of TIF #16



ATTACHMENT 3

Improvements map for City of Yankton Tax Incremental District #16, SDCL § 11-9-16(2).

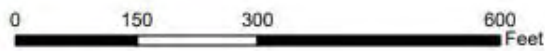
The following is a boundary map of the Tax Increment District:



City of Yankton

TID #16

Outlot 8, Except Tracts A, B and C of Fox Run Subdivision in the City of Yankton, South Dakota



ATTACHMENT 4

Zoning Change Map for City of Yankton Tax Incremental District #16, SDCL § 11-9-16(2).

Zoning within the tax increment district will be for single family residential and multifamily housing.

ATTACHMENT 5

Department of Revenue Classification Letter:



SOUTH DAKOTA DEPARTMENT OF REVENUE
445 East Capitol Avenue • Pierre, SD 57501
(605) 773-3311 • dor.sd.gov

May 10, 2024

City of Yankton
PO Box 176
Yankton SD 57078

RE: Preliminary Classification of City of Yankton # 16

Dear Dave Mingo:

The Department of Revenue hereby acknowledges receipt of your request for Preliminary Classification of Tax Increment Financing District submitted on 05/09/2024.

Upon review of the provided information, the Department has determined the preliminary classification for the TIF District "City of Yankton # 16" to be Affordable Housing for the purposes of the State Aid to Education formula.

If you have any questions or concerns, please do not hesitate to contact this office.

Sincerely,

A handwritten signature in black ink, appearing to read 'W. Semmler', is written over a light blue circular stamp.

Wendy Semmler, Director
Property Tax Division

<http://dor.sd.gov>

DEVELOPMENT AGREEMENT

BETWEEN

THE CITY OF YANKTON, SOUTH DAKOTA

AND JC VENTURES, LLC

CONCERNING

TAX INCREMENT DISTRICT NUMBER SIXTEEN

CITY OF YANKTON, SOUTH DAKOTA

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THIS DEVELOPMENT AGREEMENT, pursuant to Resolution #24-29, passed and approved on June 10th, 2024, is entered into by and between the **CITY OF YANKTON**, a South Dakota home rule municipal corporation (hereinafter called “**CITY**”) **JC VENTURES, LLC**, a South Dakota Limited Liability Company (hereinafter referred to as “**DEVELOPER**”);

WITNESSETH:

WHEREAS, **CITY** recognizes the importance of its continued role in economic development; and

WHEREAS, by Resolution #24-29, dated June 10th, 2024, pursuant to Chapter 11-9 of the South Dakota Codified Laws (as amended), (hereinafter called the “**Act**”), **CITY** created Tax Increment District Number Sixteen (the “**District**”) in accordance with the Act, to promote development of the TID Property, which development would not otherwise occur solely through private investment in the reasonably foreseeable future (“**TID**”) Exhibit A shows Resolution #24-29; and

WHEREAS, the Act authorizes the expenditure of funds derived within a TID for the payment of expenditures made or estimated to be made and monetary obligations incurred or estimated to be incurred by the **CITY** establishing TID, for grants, costs of public works or public improvements in the TID, plus other costs incidental to those expenditures and obligations, consistent with the project plan of the TID, which expenditures and monetary obligations constitute project costs, as defined in Section 11-9-14 of the Act (“**Project Costs**”); and

WHEREAS, on June 10th, 2024, by a **CITY** Resolution, the City adopted and approved the Tax Increment Project Plan providing for development of TID Property.

NOW, THEREFORE, in consideration of the mutual promises, covenants, obligations, and benefits contained in this Agreement, **CITY** and **DEVELOPER** hereby agree as follows:

Article I. DEFINITIONS

Unless the context otherwise requires, the terms defined in this Article I shall, for all purposes of this Agreement and of any amendment, have the meanings herein specified:

“**CITY**” and “**DEVELOPER**” shall have the meanings specified above.

“**Act**” shall mean the Chapter 11-9 of the South Dakota Codified Laws, as defined above and as may be amended from time to time.

“**Agreement**” shall mean this document by and among **CITY** and **DEVELOPER**, which may be amended from time to time, pursuant to the provisions contained herein and which shall constitute both an obligation under Section 6-8B-1(1) of the Act and a grant under Section 11-9-1(3) of the Act.

“Available Tax Increment Funds” shall mean the positive tax increments of the District;

“Construction Schedule” shall mean the timetable for constructing the improvements specified in the Project Plan and this Agreement.

“District” means Tax Increment District Number Sixteen of the City of Yankton.

“Effective Date” shall mean the twentieth (20th) day after publication by the City Commission of the Resolution authorizing the execution of this Agreement by CITY.

“Grant” shall have the meaning set forth in the Act.

“Phase” shall mean a portion of the Project that is being constructed by DEVELOPER normally being a set number of units or acres out of the TID Property being constructed together during a specific timeline.

“Project” shall have the meaning specified in paragraph 3.1 of this Agreement, and as more specifically detailed in the Project Plan as (either or both) may be amended from time to time.

“Project Costs” shall have the meaning specified above.

“Project Plan” shall mean the final Project Plan as defined in the Act, as approved and as may be amended from time to time by the CITY.

“Public Infrastructure Improvements” shall have the meaning specified in Paragraph 3.02 of this Agreement, and as more specifically detailed in Exhibit B, the Project Plan, as (either or both) may be amended from time to time.

“TID” shall have the meaning specified above.

“TID Property” shall mean the real property subject to the Project Plan.

Singular and Plural: Words used herein in the singular, where the context so permits, also includes the plural and vice versa, unless otherwise specified.

Article II. OBLIGATION AND REPRESENTATIONS

Section 2.01 Obligation. CITY agrees to pay to DEVELOPER Available Tax Increment Funds revenues it receives for the District, the total of which shall not exceed \$2,265,859 together with imputed interest.

Section 2.02 THIS AGREEMENT DOES NOT CONSTITUTE A DEBT WITHIN THE MEANING OF ACRTICLE 13 SECTION 4 OF THE SOUTH DAKOTA CONSTITUTION. NO OBLIGATION IS CREATED BEYOND A FISCAL YEAR IN WHICH AN ANNUAL APPROPRIATION HAS BEEN MADE

Subject to annual appropriation The right to receive the Available Tax Increment Funds referred to in Section 2.01 is a grant under the Act. The Grant is a personal property right vested with DEVELOPER on the date of execution of this Agreement. The Grant shall constitute a specific project cost under the Act and is deemed made on the date of the execution of this Agreement.

Section 2.03 No Certificated Tax Increment Revenue Bonds. CITY and DEVELOPER represent that they understand and agree that the CITY shall not issue any certificated tax increment revenue bonds to cover any costs directly or indirectly related to DEVELOPER's improvement of the TID under this Agreement. This agreement shall constitute the only obligation.

Section 2.04 Tax Increment District Number Sixteen CITY represents to DEVELOPER that as of the date hereof that the TID is a Tax Increment District established by CITY pursuant to Resolution #24-29 passed and approved on June 10th, 2024, and has authority to carry on the functions and operations contemplated by this Agreement.

Section 2.05 Developer's Representations. DEVELOPER represents to CITY:

- (a) that DEVELOPER is an entity organized in the State of South Dakota;
- (b) that DEVELOPER has the authority to enter into this Agreement and to perform the requirements of this Agreement;
- (c) I that DEVELOPER's performance under this Agreement shall not violate any applicable judgment, order, law or regulation;
- (d) that DEVELOPER's performance under this Agreement shall not result in the creation of any claim against CITY for money or performance, any lien, charge, encumbrance or security interest upon any asset of CITY; and
- (e) that DEVELOPER shall have sufficient capital to perform all of its obligations under this Agreement when it needs to have said capital; and that DEVELOPER owns the TID Property.

Section 2.06 Approvals. CITY and DEVELOPER represent each to the others that the execution, delivery, and performance of this Agreement on its part does not require consent or approval of any person that has not been obtained.

Section 2.07 Assignment of Payments. The CITY represents that DEVELOPER may rely upon the payments to be made to it out of the Available Tax Increment Funds as specified in this Agreement and that DEVELOPER may assign its rights to such payments, either in full or in trust, for the purposes of financing its obligations related to this Agreement, but DEVELOPER's right to such payments is subject to the other limitations of this Agreement. The CITY will issue a check or other form of payment made payable to the DEVELOPER or its assigns.

Section 2.09 Continued Cooperation. CITY and DEVELOPER represent each to the others that it shall make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires its continued cooperation.

Section 2.10 Completion of Improvements. CITY and DEVELOPER represent that they understand and agree that DEVELOPER shall diligently work to successfully complete any and all required improvements in accordance with the Construction Schedule.

Section 2.11 No General Obligation of the CITY. DEVELOPER represents that it understands that any contributions made by DEVELOPER in anticipation of reimbursement from Available Tax Increment Funds shall not be, nor construed to be, a general obligation of the CITY. The Agreement is payable only out of the special fund created under §11-9-31 of the Act. **THIS AGREEMENT SHALL NOT CONSTITUTE A GENERAL INDEBTEDNESS OF THE CITY NOR A CHARGE AGAINST ITS GENERAL TAXING POWER.** DEVELOPER shall bear all risks associated with reimbursement, including, but not limited to: incorrect estimates of tax increment, changes in tax rates or tax collections, changes in state law or interpretations thereof, changes in market or economic conditions impacting the project, changes in interest rates or capital markets, changes in development code requirements, default by tenants, unanticipated effects covered under legal doctrine of force majeure, and/or other unanticipated factors.

Section 2.12 Pledge of the State. The State of South Dakota pursuant to Section 11-9-39.1 of the Act has pledged to not alter any of the rights vested in this Agreement until they are fully met and discharged.

Article III. THE PROJECT

Section 3.01 The Project. The Project shall constitute and include the design, construction, assembly, installation and implementation of the project.

Section 3.02 The Public Infrastructure Improvements. The Public Infrastructure Improvements shall constitute and include the design, construction, assembly, installation and implementation of the project costs described in the Project Plan on Exhibit B.

Section 3.03 Construction of the Public Infrastructure Improvements. Public Infrastructure Improvements shall be constructed by the DEVELOPER through private contract. The CITY shall not bid nor contract any improvement described in this Agreement.

Section 3.04 Financing of the Project. The cost of the Project and Public Infrastructure Improvements and all other improvement expenses associated with the Project shall be through the use of DEVELOPER's own capital or through commercial or private construction loans/lines of credit secured solely by DEVELOPER. DEVELOPER may use any or part of the TID Property as collateral for the construction loan or loans as required for the financing of the Project. THESE AVAILABLE TAX INCREMENT FUND PAYMENTS MADE TO DEVELOPER ARE NOT INTENDED TO REIMBURSE DEVELOPER FOR ALL OF ITS COSTS INCURRED IN CONNECTION WITH PERFORMING ITS OBLIGATIONS UNDER THIS AGREEMENT. The CITY hereby pledges all Available Tax Increment Funds as full reimbursement to DEVELOPER, up to the maximum total amount specified in this Agreement.

Section 3.05 CITY Costs. There shall be no CITY costs financed with the TID.

Article IV. DUTIES AND OBLIGATIONS OF THE DEVELOPER.

(a) DEVELOPER agrees to complete, or cause to be completed, the improvements described in the Project Plan and this Agreement. DEVELOPER agrees to provide, or cause to be provided, all materials, labor, and services for completing the Project. DEVELOPER also agrees to obtain or cause to be obtained, all necessary permits and approvals from CITY and/or all other governmental agencies having jurisdiction over the construction of improvements to the TID Property.

(b) DEVELOPER shall prepare, or cause to be prepared plans and specifications for the Public Infrastructure Improvements in each Phase prior to starting any construction in said Phase. DEVELOPER shall not commence any construction on the Project until the plans and specifications for each Phase have been approved in writing by the appropriate department of CITY.

(c) DEVELOPER agrees to supervise the construction of the Project and cause the construction to be performed substantially in accordance with the Project Plan and the plans and specifications approved by the appropriate department of CITY. DEVELOPER also agrees to provide periodic reports of such construction to CITY upon reasonable request.

(d) DEVELOPER shall be responsible for paying, or causing to be paid, to CITY and all other governmental agencies the cost of all applicable permit fees and licenses required for construction of the Project.

(e) DEVELOPER agrees to commence and complete the Project in accordance with the Construction Schedule. If substantial completion of the Project is delayed by reason of war, civil commotion, acts of God, inclement weather, governmental restrictions, regulations, fire or other casualty, court injunction, necessary condemnation proceedings, interference by third parties, or any circumstances reasonably beyond DEVELOPER's control, then at CITY's reasonable discretion, the deadlines set forth in the Construction Schedule shall be extended by the period of each such delay.

(f) DEVELOPER shall pay monthly rates and charges for all utilities (such as water, electricity, and sewer services) used by DEVELOPER in regard to the development of the TID Property for all areas owned by DEVELOPER during construction of the Project, and for so long as DEVELOPER owns those areas.

(g) DEVELOPER shall cooperate with the CITY in providing all necessary information to CITY in order to assist the CITY in complying with this Agreement.

(h) DEVELOPER shall submit written annual reports, starting no later than thirty (30) days following the end of the fiscal year in which the TID was created detailing the amount of Available Tax Increment Funds received and the amounts thereof applied to pay DEVELOPER'S principal and interest on its private financing.

(i) The Developer agrees to waive the discretionary tax formula on platted lots within the development in accordance with the Yankton County discretionary tax formula policies and procedures during the duration of Tax Increment Financing District Number 16.

Article V. INSURANCE

DEVELOPER shall maintain a policy of liability insurance, acceptable to the CITY, with liability limits of at least one million dollars \$1,000,000.00 that names the CITY OF YANKTON as an additional insured. Such a policy shall remain in effect until the CITY accepts the improvements.

Article VI. DEFAULT AND TERMINATION

In the event that DEVELOPER fails to commence construction of the Project, fails to complete construction of the Project, or fails to perform any other obligation pursuant to the terms of this Agreement, CITY may terminate this Agreement if DEVELOPER does not take adequate steps to cure its failure within ninety (90) calendar days after receiving written notice from CITY requesting the failure be cured.

Article VII. INDEMNIFICATION

DEVELOPER covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, CITY (and the elected officials, employees, officers, directors, and representatives of CITY) from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal injury or death and property damage, made upon CITY directly or indirectly arising out of, resulting from or related to DEVELOPER's negligence, willful misconduct or criminal conduct in its activities under this Agreement, including any such acts or omissions of DEVELOPER, any agent, officer, director, representative, employee, consultant or subconsultants of DEVELOPER, and their respective officers, agents, employees, directors and representatives while in the exercise or performance of the rights or duties under this Agreement, all without, however, waiving any governmental immunity available to CITY under South Dakota Law and without waiving any defenses of the parties under South Dakota Law. The provisions of this INDEMNIFICATION are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. DEVELOPER shall promptly advise CITY in writing of any claim or demand against CITY related to or arising out of DEVELOPER's activities under this Agreement and shall see to the investigation and defense of such claim or demand at DEVELOPER's cost to the extent required under the Indemnity in this paragraph. CITY shall have the right, at their option and at their own expense, to participate in such defense without relieving DEVELOPER of any of its obligations under this paragraph.

Article VIII. SITE INSPECTION

DEVELOPER shall allow CITY reasonable access to the TID Property owned or controlled by DEVELOPER for inspections during and upon completion of construction of the Project and to documents and records necessary for CITY to assess DEVELOPER's compliance with this Agreement.

Article IX. LIABILITY

As between CITY and DEVELOPER, DEVELOPER shall be solely responsible for compensation payable to any employee or contractor of DEVELOPER, and none of DEVELOPER's employees or contractors will be deemed to be employees or contractors of CITY as a result of the Agreement. To the extent permitted by South Dakota law, no director, officer, employee or agent of CITY shall be personally responsible for any liability arising under or growing out of this Agreement.

Article X. EXAMINATION OF RECORDS

CITY reserves the right to conduct examinations, during regular business hours and following notice to DEVELOPER by CITY, of the books and records related to this Agreement no matter where books and records are located.

Article XI. NON-WAIVER

Any provision of this Agreement may be amended or waived if done in writing and is signed by CITY, through a Resolution passed and approved by its City Commission and DEVELOPER. No course of dealing on the part of CITY, or DEVELOPER nor any failure or delay by CITY or DEVELOPER in exercising any right, power, or privilege under this Agreement shall operate as a waiver of any right, power or privilege owing under this Agreement.

Article XII. ASSIGNMENT

(a) All covenants and agreements contained herein by CITY shall bind their successors and assigns and shall inure to the benefit of DEVELOPER and their successors and assigns.

(b) CITY may assign their rights and obligations under this Agreement, to any governmental Entity without prior consent of DEVELOPER. If CITY assigns their rights and obligations under this Agreement then CITY will send DEVELOPER written notice of such assignment within fifteen (15) days of such assignment.

(c) Any restrictions herein on the transfer or assignment of DEVELOPER's interest in this Agreement shall not apply to and shall not prevent the assignment of this Agreement to any corporation or other entity with which DEVELOPER may merge or consolidate or that may succeed to a controlling interest in the business of DEVELOPER; nor shall the foregoing apply to or prevent DEVELOPER from assigning the proceeds of this Agreement to a lending institution or other provider of capital in order to obtain financing for the Project. In no event, however, shall CITY be obligated in any way to the aforementioned financial institution or other provider of capital.

(d) DEVELOPER may make partial or complete assignment of the Agreement, but only upon written consent of the CITY, which consent shall not be unreasonable withheld. Absent written consent by the CITY to the assignment of the Grant Amount, the DEVELOPER shall indemnify the CITY as to any claims by third parties that payments made pursuant to this Agreement should have been made to anyone besides the DEVELOPER.

Article XIII. CONFLICT OF INTEREST

DEVELOPER acknowledges that the Charter of CITY and its ethics code prohibit a CITY officer or employee from having a financial interest in any contract with the CITY or any CITY agency such as CITY-owned utilities. DEVELOPER warrants and certifies, and this Agreement is made in reliance thereon, that they, their officers, employees and agents are neither officers nor employees of CITY as prohibited above.

Article XIV. ENTIRE AGREEMENT

This written Agreement, embodies the final and entire agreement between the parties hereto and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. The exhibits attached to this Agreement are incorporated herein and shall be considered a part of this Agreement for the purposes stated herein, except that if there is a conflict between an exhibit and a provision of this Agreement, the provision of this Agreement shall prevail over the exhibit.

Article XV. CHANGES AND AMENDMENTS

Except when the terms of this Agreement expressly provide otherwise, any alterations, additions, or deletions to the terms hereof shall be by amendment in writing executed by CITY and DEVELOPER and evidenced by passage of a subsequent CITY Resolution, as to CITY's approval.

It is understood and agreed by the parties hereto that changes in local, state and federal rules, regulations or laws applicable to DEVELOPER's services hereunder may occur during the term of this Agreement and that any such changes shall be automatically incorporated into this Agreement without written amendment hereto and shall become a part hereof as of the effective date of the rule, regulation or law.

Article XVI. SEVERABILITY

If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the charter, code, or Ordinances of CITY, then and in that event it is the intent of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein. It is also the intent of the parties hereto that in lieu of each clause or provision of this Agreement that is invalid, illegal, or unenforceable, there be added as a part of the Agreement a similar clause or provision as may be possible, legal, valid and enforceable.

Article XVII. LEGAL AUTHORITY

Each person executing this Agreement on behalf of the CITY and DEVELOPER, represents, warrants, assures and guarantees that he has full legal authority to (i) execute this Agreement on behalf of CITY and/or DEVELOPER, respectively, and (ii) to bind CITY and/or DEVELOPER to all of the terms, conditions, provisions and obligations herein contained.

Article XVIII. VENUE AND GOVERNING LAW

THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF SOUTH DAKOTA. Any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Agreement shall be heard and determined in Yankton County, South Dakota.

Article XIX. TAXES & LICENSES

DEVELOPER shall pay, on or before their respective due dates, to the appropriate collecting authority all Federal, State, and local taxes and fees that are now or may hereafter be levied upon the TID Property or upon DEVELOPER or upon the business conducted on the TID Property, or upon any of DEVELOPER's property used in connection therewith, including employment taxes; and DEVELOPER shall maintain in current status all federal State, and local licenses and permits required for the operation of the business conducted by DEVELOPER.

Article XX. PARTIES' REPRESENTATIONS

This Agreement has been jointly negotiated by the CITY and DEVELOPER and shall not be construed against a party because that party may have primarily assumed responsibility for the drafting of this Agreement.

Article XXI. NOTICE

Any notice sent under this Agreement shall be written and mailed with sufficient postage, sent by certified mail, return receipt requested, documented facsimile or delivered personally to an officer of the receiving party at the following addresses:

CITY

City of Yankton
City Hall
416 Walnut Street
Yankton, SD 57078

DEVELOPER

JC Ventures, LLC
224 Deerfield Drive
Yankton, SD 57078

Each party may change its address by written notice in accordance with this Article. Any communication delivered by facsimile transmission shall be deemed delivered when receipt of such transmission is received if such receipt is during normal business hours or the next business day if such receipt is after normal business hours. Any communication so delivered in person shall be deemed received when receipted for by or actually received by an officer of the party to whom the communication is properly addressed. All notices, requests or consents under this Contract shall be (a) in writing, (b) delivered to a principal officer or managing entity of the recipient in person, by courier or mail or by facsimile, telegram, telex, cablegram or similar transmission, and (c) effective only upon actual receipt by such person's business office during normal business hours. If received after normal business hours, the notice will be considered to have been received on the next business day after such delivery. Whenever any notice is required to be given by applicable law or this Contract, a written waiver thereof, signed by the Person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. Each party shall have the right from time to time and at any time to change its address by giving at least 15 days' written notice to the other party.

Article XXII. CAPTIONS

All captions used herein are only for the convenience of reference and shall not be construed to have any effect or meaning as to the agreement between the parties hereto.

Article XXIII. TERM

The term of this Agreement shall commence on the Effective Date and end on the date which is the earlier to occur of the following:

- (iii) the date which all monetary obligations under this Agreement have been paid and CITY expenditures reimbursed; or
- (ii) the date this Agreement is terminated as provided in Article VIII; or
- (iii) 20 years from the creation of the District.

Article XXIV. REFUNDING

This Agreement may be refunded at any time pursuant to SDCL 6-8B.

IN WITNESS THEREOF, the parties hereto have caused this instrument to be duly executed this _____ day of June 2024.

CITY OF YANKTON

Mason Schramm, Mayor

ATTEST:

Lisa Yardley, City Finance Officer
SEAL

JC VENTURES, LLC

**COUNTER SIGNED
RESIDENT ATTORNEY**

By:
Its:

EXHIBIT A

Resolution #24-29

EXHIBIT B

The Project Plan

**CITY OF YANKTON TAX INCREMENT
FINANCE DISTRICT #16**



Created

June 2024

Prepared by Tobin Morris
Colliers Securities LLC
124 W. Dakota Avenue | Pierre, SD 57501
tobin.morris@colliers.com

Memorandum #24-130

To: Amy Leon, City Manager
From: Todd R. Larson, Director of Parks, Recreation, & Events
Date: June 3, 2024
Subject: Summit Activities Center Rental Rate Increase and Dates for Blocking Rentals

The attached revisions to the schedule of charges for use of the Summit Activities Center (SAC) facilities follows the recommendations of the City and School SAC Committee work that was completed in 2014. These on-going increases to the rental fees help ease the yearly subsidy from the City's budget and cover the on-going expenses from the Yankton School District's (YSD) budget.

The SAC rental rates for 2024 that go into effect on July 1, 2024 were approved by both the City Commission and the Yankton School Board in 2022.

The SAC rental rates for 2025 that go into effect on July 1, 2025 were approved by both the City Commission and the Yankton School Board in June of 2023.

The proposed rates for 2026 are the rates the City Commission needs to approve at this time. The rate increase from 2025 to 2026 is approximately 3%. The 2026 rates would become effective July 1, 2026.

The City has drafted the attached two-year rate chart reflecting the approved and projected rates so all groups will know well in advance what fees they would be subject to for future rentals. Rates do not follow the City's calendar year budget. Rates are effective for the School District's fiscal year from July 1 to June 30 of the next year.

The City of Yankton and the YSD's websites will reflect the new rates and effective date. Rates will be posted in the Summit Activities Center, and each future invoice will include an insert with the new fee structure and projections for the upcoming two years.

The City-School SAC Committee believes the proposed SAC rental rates maintain the facility and its offerings as a very good value for anyone wishing to use the SAC facilities.

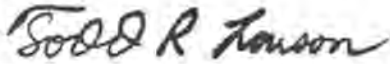
Additionally, this committee has been in ongoing discussions regarding operations and the use agreement for the common use shared facility. YSD provides the staff to support rentals that utilize the facility. This support includes custodial support, opening and closing the facilities, snow removal, and other event demands when school is not in session.

The SAC is closed to members six days per year (Independence Day, Labor Day, Thanksgiving Day, Christmas Day, Easter Sunday, and Memorial Day). The common use facilities are not available for rentals on those dates.

In 2023, YSD established dates that are not available for public rentals which will allow for their staff to have time off during scheduled School District holidays. These dates for "no rentals" are

holidays and may include the conjunction days based on where the holiday falls with the corresponding weekend. The “no rental” dates have been in effect since July 1, 2023. The School District provides the custodial staffing during contracted public rentals. The City does not have staff working at these events.

Respectfully submitted,

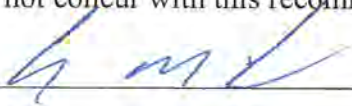


Todd R. Larson
Director of Parks, Recreation, & City Events

Recommendation: It is the recommendation of the City-School Summit Activities Center Committee that the City Commission approve Resolution #24-30 adopting the proposed schedule of charges and dates for blocking rentals for 2026 as of July 1, 2026.

I concur with this recommendation.

I do not concur with this recommendation.



Amy Leon
City Manager

____ Roll Call

Summit Activities Center and Yankton High School Schedule of Charges

Rentals are from time doors are unlocked to time doors are locked- based on custodial pre-event notes and then actual times documented.

Weekday/Weekend Schedule	July 1, 2025		July 1, 2026	
	Up to 4 Hour Maximum	All DAY	4 Hour	All DAY
Main Gym° °additional fees apply for sound and light technicians	\$236	\$357	\$243	\$368
Auxiliary Gym	\$204	\$327	\$210	\$337
Commons	\$135	\$256	\$139	\$264
Theater° °additional fees apply for sound and light technicians	\$236	\$357	\$243	\$368
YCAH° °additional fees apply for sound and light technicians	\$135	\$256	\$139	\$264
Educational Classroom° °additional fees apply for sound and light technicians	\$135	\$256	\$139	\$264
Hallway for concessions		\$80		\$82
Lockers (1)		\$65		\$67
ALL RENTALS- Additional fees apply for set-up, clean-up and custodial work in all areas based on actual hours worked by event support staff. Support staff charges will be \$28/labor hour (plus applicable sales tax).			\$29/hour (plus applicable sales tax)	

The areas below are handled by the City's SAC employees and billing is by the City of Yankton. The SAC rates apply to all days of the year at the SAC.

Rental times are established at booking and will not be adjusted to less time after the rental is complete.
 Extra time for rentals is based on facility availability and must be paid for at the time of adjustment.
 Cancellations for full-refunds must be made at least 48 hours in advance of contracted rental.

	Hourly Rate		
Meeting Room (One)	\$	30.00	
Aux. Open Court Space	\$	30.00	
Water Activities Area*	2 guards=	\$150	3 guards= \$175 4 guards= \$200
*water area rentals are charged per hour by number of guards			

Summit Activities Center and Yankton High School Schedule of Charges

Rentals are from time doors are unlocked to time doors are locked- based on custodial pre-event notes and then actual times documented.

	July 1, 2025	July 1, 2025	July 1, 2026	July 1, 2026
Premium Schedule	Up to 4 Hour Maximum	All DAY	4 Hour	All DAY
If holiday is Monday or Tuesday or Thursday or Friday, adjoining weekend days are premium rate. No rentals allowed- July 4th, Labor Day and weekend, Native American Day, Veteran's Day, Thanksgiving and the entire weekend, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Martin Luther King Day, President's Day and weekend, Good Friday, Easter Weekend, Easter Monday, Memorial Day and weekend, Juneteenth (June 19).				
Main Gym ^o	\$338	\$461	\$348	\$475
°additional fees apply for sound and light technicians				
Auxiliary Gym	\$271	\$392	\$279	\$404
Commons	\$236	\$357	\$243	\$368
Theater ^o	\$338	\$461	\$348	\$475
°additional fees apply for sound and light technicians				
YCAH ^o	\$236	\$357	\$243	\$368
°additional fees apply for sound and light technicians				
Educational Classroom ^o	\$236	\$357	\$243	\$368
°additional fees apply for sound and light technicians				
Hallway for concessions		\$164		\$169
Lockers (1)		\$122		\$126

ALL RENTALS- Additional fees apply for set-up, clean-up and custodial work in all areas based on actual hours worked by event support staff. Support staff charges will be \$38/labor hour.

\$39/hour

City of Yankton and the Yankton School District can use facilities with no charge as co-owners.

Holiday closed dates for the SAC facilities:

4th of July, Labor Day, Thanksgiving, Christmas Day, Easter Sunday, Memorial Day.

If holiday is Monday or Tuesday or Thursday or Friday, adjoining weekend days are premium rate.

RESOLUTION #24-30

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the Board of City Commissioners of Yankton, South Dakota that the following rates are hereby adopted effective July 1, 2026:

Summit Activities Center and Yankton High School Schedule of Charges

Weekday/Weekend Schedule	July 1, 2026 Up to 4 Hour Maximum	July 1, 2026 All DAY
Main Gym [°] [°] additional fees apply for sound and light technicians	\$243	\$368
Auxiliary Gym	\$210	\$337
Commons	\$139	\$264
Theater [°] [°] additional fees apply for sound and light technicians	\$243	\$368
YCAH [°] [°] additional fees apply for sound and light technicians	\$139	\$264
Educational Classroom [°] [°] additional fees apply for sound and light technicians	\$139	\$264
Hallway for concessions		\$82
Lockers (1)		\$67

ALL RENTALS- Additional fees apply for set-up, clean-up and custodial work in all areas based on actual hours worked by event support staff. Support staff charges will be \$29/labor hour (plus applicable sales tax).

The areas below are handled by the SAC staff and billing is by City of Yankton.

***applies to all days of year	Hourly		
Meeting Room (One)	\$ 30.00		
Aux. Open Court Space	\$ 30.00		
Water Activities Area*	2 guards= \$150	3 guards= \$175	4 guards= \$200
*water area rentals are charged per hour by number of guards			

Summit Activities Center and Yankton High School Schedule of Charges

	July 1, 2026	July 1, 2026
Premium Schedule	Up to 4 Hour Maximum	All DAY
If holiday is Monday or Tuesday or Thursday or Friday, adjoining weekend days are premium rate. No rentals allowed- July 4th, Labor Day and weekend, Native American Day, Veteran's Day, Thanksgiving and the entire weekend, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Martin Luther King Day, President's Day and weekend, Good Friday, Easter Weekend, Easter Monday, Memorial Day and weekend, Juneteenth (June 19).		
Main Gym°	\$348	\$475
°additional fees apply for sound and light technicians		
Auxiliary Gym	\$279	\$404
Commons	\$243	\$368
Theater°	\$348	\$475
°additional fees apply for sound and light technicians		
YCAH°	\$243	\$368
°additional fees apply for sound and light technicians		
Educational Classroom°	\$243	\$368
°additional fees apply for sound and light technicians		
Hallway for concessions		\$169
Lockers (1)		\$126

ALL RENTALS- Additional fees apply for set-up, clean-up and custodial work in all areas based on actual hours worked by event support staff. Support staff charges will be \$39/labor hour.

City of Yankton and the Yankton School District can use facilities with no charge as co-owners.

Holiday closed dates for the SAC facilities (include set-up, take down days, snow and ice removal):
 4th of July, Labor Day, Thanksgiving, Christmas Day, Easter Sunday, Memorial Day.
If holiday is Monday or Tuesday or Thursday or Friday, adjoining weekend days are premium rate also.

Adopted:

ATTEST:

 Lisa Yardley
 Finance Officer

 Mason Schramm
 Mayor

Memorandum #24-131

To: Amy Leon, City Manager
From: Kyle Goodmanson, Environmental Services Director
 Ross Den Herder, City Attorney
Subject: Amended Water Delivery Agreement with Lewis and Clark Natural Resource District
Date: June 10, 2024

City staff, along with City Attorney Ross Den Herder, continue to move forward with the negotiations to sell water to the Cedar Knox Rural Water Project. The project is part of the Lewis and Clark Natural Resource District (NRD). Staff first discussed this possibility with the City Commission back in 2016, and conversations have continued. In the last few months, conversations evolved into negotiations between NRD and City staff. The contract makes it clear that the Cedar Knox Water Project would be responsible for all cost of connecting to the City of Yankton water system. The City would be selling treated water from the Water Treatment Facility at a wholesale rate of \$3.49 per one thousand gallons. The City agrees that it shall not adopt any rate changes for the water provided to the District that are different than the percentage change in rates adopted for the City's own citizens. Cedar Knox would be responsible for its own infrastructure for water storage and water pressure. The agreement is for a maximum of 1.75 million gallons per day and would be Cedar Knox Rural Water Project's sole source of water. The staff is comfortable that the current infrastructure has capacity to meet this demand long term.

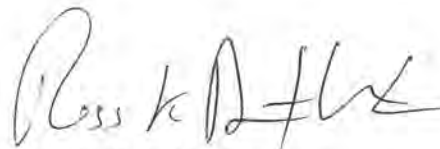
The City Commission approved a draft agreement March 11, 2024. The amendments to the contract were requested by the Nebraska funding agency. The original contract included language that either party could negate the contract with three (3) years notice. The Nebraska funding agency requested this be removed if state loan funds were being utilized. The Cedar Knox Rural Water Project will have a large capital investment in this project and City staff agree with the removal of the language. We believe this can be a long-term relationship that will help both parties leverage and secure funds in the future to provide safe and reliable drink water as efficiently as possible.

The Lewis and Clark NDR Board has voted to enter into an agreement with the City of Yankton to purchase water. If approved, the NRD will begin design of the project immediately. Construction of the infrastructure is planned to begin in 2025.

Respectfully submitted,



Kyle Goodmanson
 Environmental Services Director

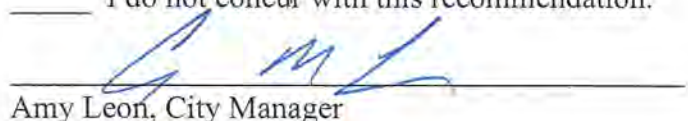


Ross Den Herder
 City Attorney

Recommendation: It is recommended that the City Commission authorize the City of Yankton staff to execute the attached amended Water Delivery Agreement.

I concur with this recommendation.

I do not concur with this recommendation.



Amy Leon, City Manager

____ Roll Call

CITY OF YANKTON, SOUTH DAKOTA

**LEWIS & CLARK NATURAL RESOURCES DISTRICT/CEDAR KNOX RURAL
WATER PROJECT**

WATER DELIVERY AGREEMENT

THIS WATER DELIVERY AGREEMENT (“Agreement”) is made and entered into as of _____, 2024 by and between the **City of Yankton, South Dakota**, a South Dakota municipal corporation and political subdivision, (“City”), and the **Lewis & Clark Natural Resource District/Cedar Knox Rural Water Project**, a Nebraska political subdivision (“District”). City and District are each a “Party” and collectively referred to as “the Parties” herein.

RECITALS

WHEREAS, District is organized and established under the provisions of Neb. Rev. Stat. §§ 2-3201 to 2-32,115. Among the District’s statutory powers is the authority to establish, construct and operate a rural water project. The District holds the authority to acquire or purchase water from any source and to distribute that water to the customers of the District. As a political subdivision of the State of Nebraska, the District provides water at cost and does not operate rural water systems for profit. All fees charged to customers by District are to recover costs for actual system operations; and

WHEREAS, City owns and operates a water production system and is willing to sell water to the District for the District’s rural water project under the terms and conditions of this Agreement; and

WHEREAS, City and District commit to putting the needs of the customer first to provide safe and reliable drinking water and to conserve and protect our water resources;

WHEREAS, City and District will continue to work together and negotiate in good faith an agreement and future projects that are beneficial to both parties.

NOW THEREFORE, in consideration of the foregoing and the mutual terms set forth herein, and pursuant to the authority contained in resolutions of their respecting governing bodies, the Parties hereby agree as follows:

1. Effective Date and Term. The term of this Agreement shall commence on _____, 2024 (“Effective Date”) and shall continue in force for a period of fifty (50) years from the Effective Date (“Term”). This Agreement shall automatically renew for a period of five (5) years at the expiration of the initial Term. The Parties may extend or otherwise amend the Term by the mutual written agreement thereof.

2. Quality and Quantity of Water. During the Term, City agrees to furnish District at the points of delivery hereinafter specified with potable treated water, meeting the applicable quality standards established by both the States of Nebraska and South Dakota in such quantity as may be required by District for the project but not to exceed a gross combined total of One million Seven Hundred Fifty Thousand gallons per day (1.75 MGD), at a rate not to exceed 1,309 gallons per minute. If there is a discrepancy between the applicable quality standards of each State making compliance with both impossible, then the discrepancy shall be resolved by meeting the specific water quality standard established by the EPA applicable to the inconsistency.

3. Points of Delivery and Pressure. City agrees to furnish water to District at the connection points as of the Effective Date between the water system of City and main lines of District (“Points of Delivery”). The location of the Points of Delivery shall be mutually agreed to by the Parties upon completion of the necessary engineering and planning.

City agrees to furnish said water to District at the Points of Delivery at the normal operating pressure of the water system of City of not less than seventy (70) pounds per square inch. “Points of Delivery” shall mean: the specific connection point where the water leaves the current city infrastructure and enters into District’s water mains.

The Parties acknowledge and agree that failures of adequate supply or adequate pressure due to a City water main line break, power failure, flood, fire, earthquake, natural disasters, contamination, or force majeure, including the use of water to fight or remediate a fire occurring within the corporate limits of City, shall excuse City from said failure of supply or pressure for the period of time during which said situation exists.

The Parties acknowledge and agree that City and District shall be solely and exclusively responsible for maintenance, repair, and replacement of their respective infrastructure, including water lines leading, at, and connecting to the Points of Delivery. District acknowledges and agrees that it shall be solely and exclusively responsible for the installation, operation, and maintenance of a backflow prevention device, associated piping, meter pits, required electrical service, and fittings, including the connection fittings. The City will provide and maintain the meter/s. City will provide an easement to the district for any district infrastructure located on City property at each and all Points of Delivery for the Project. All construction costs shall be paid by the District.

4. Metering. City shall retain ownership of, operate, and maintain metering equipment at all Points of Delivery for properly measuring the quantity of water delivered to District by City. The metering equipment shall include dual meters with outside readers. The installation, operation, repair, and maintenance of the metering equipment shall be at the sole cost and expense of City. The District shall provide a meter pit with the proper piping and fittings for installation of the meters.

The Parties acknowledge and agree that a meter registering not more than two percent (2%) above or below the test result shall be deemed to be accurate. For any meter determined by test to be inaccurate, the readings for the three (3) full months preceding said test shall be corrected in accordance with the percentage of inaccuracy determined by said test. If a meter fails to register for a period of time, the amount of water for said period shall be deemed to be the amount of water delivered by City to District at said meter for the corresponding period immediately prior to said failure; provided, however, that City and District may mutually agree to a different amount for said period.

The City shall install, maintain, test, and replace the meter/s per the manufacturer's specifications. Any required testing per the manufacture's specification shall be the responsibility of the City to have completed by an approved third party. When additional testing is requested by District, District shall be notified in advance of the date and time of said testing and may have a representative present thereat. If said test establishes that the meter being tested is accurate, as defined above, District shall bear the cost and expense thereof. If said test establishes that the meter being tested is inaccurate, as defined above, City shall bear the cost and expense thereof.

An appropriate official of District shall, upon advance request of not less than twelve (12) hours, be given and have access to the meters at a reasonable time for the purpose of verifying the meter readings. A City representative shall accompany said District official during any such access.

5. Conservation. The parties recognize that the City of Yankton has codified a Water Conservation Plan found in Chapter Twenty-Six (26), Article One (1), Division Two (2) of the Yankton Code of Municipal Ordinances. District agrees to adopt, implement, and enforce conservation measures that are comparable to those adopted by the City prior to providing water to the Project, and to promptly update such measures consistent with any lawful amendments to City's Water Conservation Plan ordinances.

6. Rates. City acknowledges and agrees that the water consumption rates charged by City to District shall be \$3.49 per 1,000 gallons delivered to the Points of Delivery. District shall not pay a surcharge for provision of water up to 1.75 MGD under this Agreement. City agrees that it shall not adopt any consumption rate changes for the water provided to the District, that are different than the percentage change in rates adopted for the City's own citizens. City shall provide District with notice of a rate change subsequent to the Effective Date within fifteen (15) days of an resolution establishing same being adopted by the City Commission.

7. Billing. The meters shall be read monthly by City personnel at approximately the same date so as to provide a reading for a billing period of not less than twenty-eight (28) days. City shall issue to District an itemized statement setting forth the amount of water delivered by City to District at the Points of Delivery during the completed billing period, the applicable rates, and the corresponding amounts owed by District to City for said billing period. Said statements

shall be issued by City to District on or before the twentieth (20th) day of the following month and shall be due and payable on the tenth (10th) day of the month following the month the City issued its billing statement.

8. Payment. District shall pay City in full the amount billed by City to District, pursuant to Section 6 hereinabove, on or before the tenth (10th) day of the month following the month in which said bill was issued by City to District. (For example, January's water use is billed by the City no later than February 20th, for which payment by the District is due no later than March 10th).

9. Regulatory Agencies. This Agreement is subject to rules, regulations, and laws as may be applicable to this or similar agreements within the State of Nebraska, the State of South Dakota, or the United States of America. The Parties acknowledge and agree that they will collaborate and work cooperatively to obtain and maintain such permits, certificates, and approvals as are, or may be required subsequent to the Effective Date, to comply therewith. Parties shall bear their own costs to acquire permits or approvals from the regulatory agencies that are specifically required for each Party.

10. Annual Meetings. Parties agree to meet annually to discuss and, in good faith, resolve any issues or differences regarding the supply of water under this Agreement and related matters. The Annual meeting shall be hosted by City at its water treatment facility on a mutually agreeable date and time. In addition to the annual meeting, either Party may require the other Party's staff to attend their respective board meetings to provide Project updates and respond to any questions from the boards. Staff from both Parties shall not be required to attend more than five (5) board meetings annually. Both Parties agree to provide any requested documentation to the other Party to allow for board action and such action item shall be placed on the board agenda. Should any dispute or disagreement arise that cannot be resolved at the annual meeting or between the Parties' respective boards, the Parties shall engage in non-binding mediation prior to taking any formal legal action.

11. Assignment. This Agreement may be assigned by District to the United States of America or to any agent thereof as collateral security for any loan made, or previously made, to District to finance the construction, extension, repair, and maintenance of the water supply of District. Notwithstanding the foregoing, this Agreement may not be sublet or assigned by either Party without the express prior written consent of the other Party. District agrees that it shall not provide water to any other natural resources district in Nebraska without the written consent of the City.

12. Successors. Any successor of City or District to this Agreement, whether the result of assignment, legal proceedings, regulatory requirements, or otherwise, shall be bound to and assume all terms and provisions of this Agreement and shall assume all rights and liabilities of City or District hereunder.

13. Default by District. If District fails to pay any amounts due and owing pursuant to this Agreement for a period exceeding sixty (60) days or fails to perform any of the terms, conditions, or provisions applicable thereto pursuant to this Agreement, then City shall have the right, after giving fifteen (15) days advance written notice to District and any party to which District has assigned this Agreement pursuant to Section 10 hereinabove, to discontinue the delivery of water to District and to declare this Agreement terminated. Notwithstanding the foregoing, City shall have the right, without declaring this Agreement terminated, to discontinue the delivery of water to District so long as any amount due and owing by District to City, including finance charges, is unpaid for a period exceeding sixty (60) days.

The remedies and rights of City herein shall be cumulative and in addition to any and all remedies available to City, either at law or in equity, for any breach by District of this Agreement or any provision thereof.

14. Project Limitations. District acknowledges and agrees that City is providing water for the Project, the boundaries of which are depicted on the maps marked as Exhibits "A" and "B", attached hereto, and by this reference specifically incorporated herein. City is not, and shall not be during the Term, under obligation to furnish water to District to be used outside the Project. District acknowledges and agrees that the area of the Project, including, but not limited to, the enlargement or expansion thereof, is expressly prohibited without the prior written consent of City at its sole discretion. The District also agrees that should it appear that the Project water demands may increase to amounts in excess of 1.75 MGD, the District will work cooperatively with the City to jointly explore ways and means to meet any such future demands. In any event, the City shall not be required to provide water in excess of 1.75 MGD unless agreed to by the City.

15. Termination. Neither Party may terminate this Agreement prior to the expiration of the initial Term. Should either Party wish to terminate the Agreement at the expiration of the initial Term, they shall provide five (5) years written notice to the other Party.

16. Notice. All notices under this Agreement must be in writing and delivered by personal service, first class U.S. mail, postage prepaid, to the other Party, at the addresses set forth below, or to such address as the other Party may specify in writing. All notices, demands and requests will be effective upon actual receipt. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given will be deemed to be receipt of the notice, demand or request sent.

*If to City: City Manager
 416 Walnut Street
 PO Box 176
 Yankton, SD 57078*

*Copy to: Director of Environmental Services
315 West Riverside Drive
PO Box 176
Yankton, SD 57078*

*If to District: General Manager, Lewis & Clark NRD
PO Box 518
608 North Robinson Ave.
Hartington, NE 68739*

*Copy: Project Manager, CKRWP
608 North Robinson Ave.
PO Box 518
Hartington, NE 68739*

17. Hold Harmless/Insurance. District agrees to indemnify and hold harmless, protect and defend City, its officers, agents, and employees from any and all claims, losses, demands, suits, actions, payments and judgments, including any and all costs and expenses connected therewith, legal cost or otherwise, for any damages which may be asserted, claimed, or recovered against or from City, its officers, agents, employees, or its insurers because of personal injury, including bodily injury or death, or on account of property damage, including loss of use thereof, sustained by any person or persons which arises out of, is in any way connected with, or results from the services and activities provided for in this Agreement, but only to the extent caused by the negligence of the District, its officers, agents or employees. District shall promptly notify City of any claims or suits received or served against it, its officers, agents, or employees relating to the provisions of this Agreement or the services described herein.

Parties agree to provide one another with a certificate of liability that discloses the insurance liability coverage limits of their respective policies. The certificates of liability shall be provided to the other Party no later than March 1 of each year. Any concerns either Party may have regarding the insurance liability coverage of the other Party shall be addressed by the Parties pursuant to Paragraph 10 of this Agreement.

18. Miscellaneous.

a. Severability. Any provision of this Agreement which is prohibited or unenforceable will be ineffective to the extent of such prohibition or unenforceability without affecting, impairing, or invalidating the remaining provisions hereof or the enforceability thereof. To the extent legally permissible, the parties will negotiate in good faith whatever amendment to

this Agreement may be necessary to fairly and equitably achieve in a legally permissible manner the substance of the provision which was so prohibited or unenforceable; provided, however, that if such prohibition or unenforceability causes the frustration or failure of an essential purpose of this Agreement, then either party may terminate this Agreement; and further provided, however, that such right to terminate is conditioned upon and subject to the frustration, failure or essential purpose being so material as to reasonably warrant termination of this Agreement.

b. Headings. The captions in this Agreement are for convenience and reference only and will not limit in any way or otherwise affect any of the terms or provisions hereof.

c. Integration; Replacement; Amendment. This Agreement and the exhibits attached hereto constitute the entire understanding between the Parties about the subject matter hereof. This Agreement supersedes and replaces any and all prior agreements by and between the Parties related to the Project. This Agreement may not be changed, altered, modified, or amended except by a writing signed by the Parties.

d. Waiver; Delay. The failure of either Party to demand strict performance of the terms hereof, or to exercise any right conferred herein, will not be construed as a waiver or relinquishment of its right to assert or rely on any such term or right in the future. Waiver by either party of any term, provision, or condition of this Agreement will not be construed to be a waiver of any other term, provision, or condition, nor will such waiver be deemed to be a waiver of a subsequent breach of the same term, provision, or condition. Failure or delay by either party to require performance of any provision of this Agreement will not affect or impair the right of such Party to require full performance with such provision at any time thereafter.

e. Governing Law. Except as set forth herein regarding water quality standards, this Agreement shall be construed under and governed by the laws, substantive and procedural, of the State of Nebraska.

f. Independent Contractor. District shall provide the services set forth in this Agreement as an independent contractor and not as an agent, joint venture, nor partner of City, and nothing in this Agreement shall be construed as creating any other relationship between the Parties, or between any employee or agent of District and City.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the date first written above.

City of Yankton, South Dakota, a South Dakota municipal corporation and political subdivision

By: _____
Mason Schramm, Mayor

ATTEST

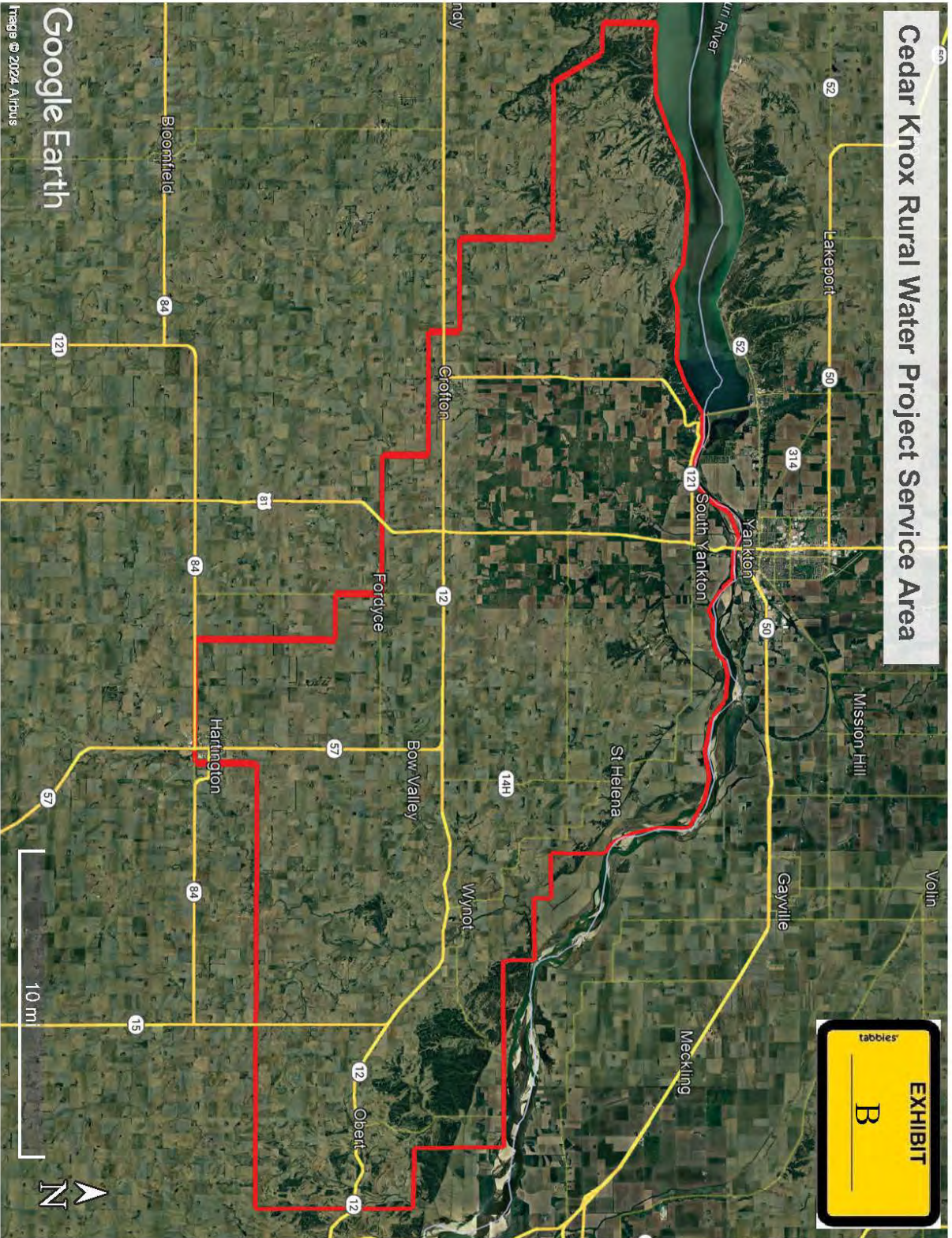
Lisa Yardley, City Finance Officer

Lewis & Clark Natural Resources District, a Nebraska natural resources district and political subdivision

By: _____
Chair, Board of Directors

ATTEST

Secretary



Memorandum #24-132

To: Amy Leon, City Manager
From: Bradley Moser, Civil Engineer
Subject: Bid Recommendation for the Karen Drive, Bradley Street and Valley Road Water Main Replacement Project
Date: June 5, 2024

Bids for the Karen Drive, Bradley Street and Valley Road water main replacement project were received on May 23, 2024.

The scope of the work includes pavement removal, curb and gutter replacement, water main installation and sidewalk installation. Also included is some driveway pavement replacement, where needed, and some miscellaneous sewer repair.

The bids received are listed below:

- | | |
|--|----------------|
| 1. Big Al's Contracting, Inc., Sioux Falls, SD | \$1,267,977.05 |
| 2. First Rate Excavate, Inc., Sioux Falls, SD | \$1,505,278.00 |


The low bidder is \$443,575.55 higher than the most recent Engineer's estimate of \$824,401.50. In reviewing the bids, the difference in prices was mostly in mobilization of equipment. In fact, the cost of mobilization for the low bidder was approximately 35% of the total bid. Typically, we would see these prices fall into the range of 5% to 15%.

We understand that, currently, availability of underground contractors is minimal. This would have an affect on the pricing that we received.

In talking with Environmental Services, although the water main needs replacing, the project could be postponed until next year.

Based on this, City staff recommends that all bids be rejected and the project be rebid for construction in 2025.

Respectfully submitted,



Bradley Moser
Civil Engineer

Recommendation: It is recommended that the City Commission reject all bids, as explained in Memo #24-132.

I concur with the recommendation.

I do not concur with the recommendation.



 Amy Leon, City Manager

Memorandum #24-133

To: Amy Leon, City Manager
From: Bradley Moser, Civil Engineer
Subject: Bid Award for the Cedar Street – 2nd Street to 5th Street, Parking Lot and Alley Street & Utility Improvements
Date: June 4, 2024

Bids for the Cedar Street, parking lot and alley reconstruction project were opened on June 4, 2024. There was a total of two bids received.

This project is a street reconstruct and water main installation project. The project also includes reconstruction of the alley and parking lot, between 4th and 5th, west of Cedar Street.

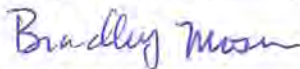
The bids received are listed below:

- | | |
|--|----------------|
| 1. Hulstein Excavating, Inc., Edgerton, MN | \$1,570,104.70 |
| 2. Katzer Concrete, Inc., Sioux Falls, SD | \$1,753,426.40 |

The two bids are very competitive and are comparable to what we received on the 21st Street and 8th Street projects earlier this year. The low bidder meets the specifications and is \$206,567.30 lower than the most recent engineer’s estimate of \$1,776,672.00.

Based on their work history, City staff recommends that Hulstein Excavating, Inc. be awarded the contract in the amount of \$1,570,104.70.

Respectfully submitted,

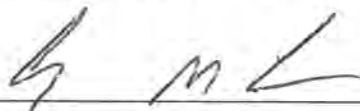


Bradley Moser
Civil Engineer

Recommendation: It is recommended that the City Commission award the contract to Hulstein Excavating, Inc. in the amount of \$1,570,104.70 as explained in Memo #24-133.

 X I concur with the recommendation.

 I do not concur with the recommendation.



Amy Leon
City Manager

Memorandum #24-134

To: Amy Leon, City Manager
From: Dave Mingo, AICP Community Development Director
Subject: Amendment to the MOU with Yankton Thrive for the Gehl Drive Project
Date: June 4, 2024

In September of 2022 the City Commission entered into a Memorandum of Understanding (MOU) with Yankton Thrive related to the Gehl Drive project. Thrive is serving as the developer for the Gehl Drive infrastructure project that will provide long term benefits in the immediate area and establish trunk line improvements that will benefit hundreds of acres with development potential to the north.

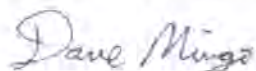
The MOU included a failsafe for the City which stated that Thrive would pay \$500,000 soon after the bid award to help the associated Tax Increment District get started in the right direction if the Manitou Project had delays or no grant funding was awarded. Thrive, as the developer, is responsible for any shortfalls in any event. The attached amendment to the MOU eliminates the \$500,000 failsafe because it is no longer needed.

At the time, we didn't know how good the bids for the project would be or whether Thrive would be successful with their grant funding applications. As of today, it is fair to say that all aspects of the project have exceeded expectations. The bid for the project came in lower than we had feared it may. The Manitou Expansion Project is substantially complete and will be on the tax roll helping the TID with a big boost up front. Thrive has a commitment from NEXT Development to construct a housing project which will also be in the TID. We believe that with these projects at the front end, the TID will easily be made whole.

Additionally, Thrive was successful in procuring a \$1,260,000 grant for infrastructure since the road and utilities support a workforce housing project and a \$500,000 Department of Transportation Industrial Road Grant since the road provides service to the Manitou expansion area.

All of that good news means the \$500,000 failsafe from Thrive is no longer needed.

Respectfully submitted,



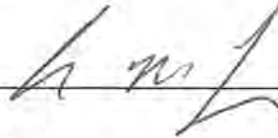
Dave Mingo, AICP
Community and Economic Development Director

Recommendation: It is recommended that the City Commission approve Memorandum #24-134 and authorize the City Manager to sign the amendment to the MOU.

I concur with this recommendation.

I do not concur with this recommendation.

Amy Leon
City Manager



____ Roll Call

AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING

This is an amendment to the original Memorandum of Understanding ("MOU") dated September 12, 2022 between the CITY OF YANKTON, SOUTH DAKOTA (the "City and Project Manager / Sponsor"), and Yankton Thrive a South Dakota limited liability company ("Developer") (collectively, the "Parties").

A portion of Section 5 of the MOU shall be removed as depicted in the below strikethrough:

5. Project Costs and Reimbursable Project Costs. The Developer anticipates the project costs in acquiring, developing, and preparing the TIF Property for sale, lease and/or development will meet or exceed Five Million Dollars (\$5,000,000), of these costs would be considered TIF-eligible costs within the meaning of SDCL § 11-9-14 and SDCL § 11-9-15. Developer anticipates requesting reimbursement of those eligible reimbursement costs that relate to site work, street, water sewer, utility build-out, and engineering.

As the TID creating entity, the City shall be the initial recipient of 100 percent of the increment created. The increment produced from the TID shall be split between the City and Thrive in the following manner:

- ~~o Thrive agrees to provide \$500,000 to the City within 180 days after the prime contractor has been given the Notice to Proceed. This amount is over and above any costs associated with design engineering and other non-construction costs.~~
- o The City shall retain 60 percent of the increment as it is received, and
- o The City shall remit the other 40 percent of said total increment to Thrive within 45 days of being received. Said remittance shall not exceed Thrive's actual expenses which may include design engineering, ~~the above referenced \$500,000~~ plus actual interest paid and possible costs associated with paying Manitou for waiving the discretionary formula.

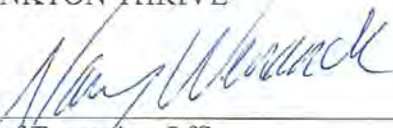
All other sections of the original MOU shall remain the same.

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the date set forth above.

CITY:
CITY OF YANKTON

DEVELOPER:
YANKTON THRIVE

By: _____
City Manager

By:  _____
Chief Executive Officer

Date

6-4-2024

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is dated September 12, 2022, and entered into by and between the CITY OF YANKTON, SOUTH DAKOTA (the “*City and Project Manager / Sponsor*”), and Yankton Thrive a South Dakota limited liability company (“*Developer*”) (collectively, the “*Parties*”).

WHEREAS, the proposed property is to be used for commercial, industrial and residential development; and

WHEREAS, both parties recognize that the infrastructure project associated with this private / public partnership will benefit community and economic development in the area.

WHEREAS, the City plans to extend a sanitary sewer trunk line through the property that will benefit the property and enable the City to provide sanitary sewer to nearby properties being considered for development;

WHEREAS, The goal of the TID as described in the plan is to perform in a manner that creates enough increment to cover all costs for both the City and Thrive.

WHEREAS, The purpose of this MOU is to define the roles and responsibilities of the City of Yankton (City) and Yankton Thrive (Thrive).

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties recognize and agree as follows:

1. Role of the City of Yankton Because of the funding sources, specifically the grant funding available to the City, the City will be the infrastructure construction project manager / sponsor. Thrive is paying for the design engineering of the project and those costs are eligible for TID reimbursement over time. Construction engineering will be a part of the regular billing cycle the City accounts for after the bid(s) are awarded.
2. Role of Thrive “Developer” DEVELOPER agrees to assume the financial responsibilities as described herein.
3. Property Attributes. See Exhibit A
4. TIF Eligibility. The City of Yankton has created a Tax Increment District on July 11th, 2022 for the benefit of this project.
5. Project Costs and Reimbursable Project Costs. The Developer anticipates the project costs in acquiring, developing, and preparing the TIF Property for sale, lease and/or development will meet or exceed Five Million Dollars (\$5,000,000), of these costs would be considered TIF-eligible costs within the meaning of SDCL § 11-9-14 and

SDCL § 11-9-15. Developer anticipates requesting reimbursement of those eligible reimbursement costs that relate to site work, street, water sewer, utility build-out, and engineering.

As the TID creating entity, the City shall be the initial recipient of 100 percent of the increment created. The increment produced from the TID shall be split between the City and Thrive in the following manner:

- o Thrive agrees to provide \$500,000 to the City within 180 days after the prime contractor has been given the Notice to Proceed. This amount is over and above any costs associated with design engineering and other non-construction costs.
- o The City shall retain 60 percent of the increment as it is received, and
- o The City shall remit the other 40 percent of said total increment to Thrive within 45 days of being received. Said remittance shall not exceed Thrive's actual expenses which may include design engineering, the above referenced \$500,000 plus actual interest paid and possible costs associated with paying Manitou for waiving the discretionary formula.

Under SDCL 11-9-25 the maximum duration of the Tax Increment is 20 years from year of creation. It is beneficial to the City and Developer to enter into a second MOU, at a later date in time, for the creation of an additional Tax Increment District related to the Industrial land.

Both parties recognize that there is risk associated with the construction of the proposed infrastructure. It is an expensive project that will serve a large area. While it is hoped that the TID will perform as planned, the risk involves the possibility that it may not, and both Thrive, and the City may have future exposure to possible increment shortfalls.

6. **Financing of the Project.** The City of Yankton will apply to the South Dakota Department of Ag and Natural Resources for a SRF Loan for the SRF eligible portions of the project.

If at the end of the life of the TID, the increment produced does not cover the associated costs of the project defined in the plan, Thrive, as the developer, shall be responsible for the shortfall. At such time, the City may consider reducing the amount of shortfall, if there is one, by the amount of financing initially provided by the SRF loan.

The initial cost of the Project and Public Infrastructure Improvements and all other improvement expenses associated with the Project shall be provided through the use of the City's application to SD DANR, SD DOT the SRF Fund and other applicable capital resources budgeted by the City. The City may use any or part of the TID Revenue as collateral for the construction loan or loans as required for the financing of the Project. THESE AVAILABLE TAX INCREMENT FUND PAYMENTS MADE TO DEVELOPER ARE NOT INTENDED TO REIMBURSE DEVELOPER FOR ALL OF ITS COSTS INCURRED IN CONNECTION WITH PERFORMING ITS OBLIGATIONS UNDER THIS AGREEMENT UNLESS THE TID PERFORMS AT THE LEVEL NECESSARY TO DO SO UP TO THE CAP AND ELIGIBLE TIMELINE ALLOWED BY THE TID.

The projected development costs are preliminary, but developed on the good-faith estimate of the City and Developer through the estimates by Stockwell Engineering

Cooperation with State and Federal agencies. It is anticipated that some of the projects costs could be eligible for State or Federal grants. Typically speaking, to apply for these grants requires the local government to be the applicant. The City and Thrive will work jointly on these applications with the intent to minimize the time the City would have to dedicate. Thrive will research potential grants and inform the City of the requirement for application.

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the date set forth above.

CITY:
CITY OF YANKTON

By: _____

Its:

City Manager

DEVELOPER:
YANKTON THRIVE

By: _____

Its:

Chief Executive Officer

Memorandum #24-135

To: City Commission
From: Finance Officer
Date: June 5, 2024
Subject: Package Off-sale Liquor License Discussion

On August 28, 2023, the City of Yankton Commission approved Resolution #23-52 for a new additional 12th package off-Sale liquor license to be issued in the municipality in calendar year 2024 at a fee no less than \$300 but issuance based on sealed bid by an eligible bidder.

A public bid opening commenced on November 9, 2023 with a required \$100,000 minimum bid and \$100 non-refundable application fee. No bids were received. The process was revisited and a second public bid opening was set for May 16, 2024 with a required \$50,000 minimum bid and \$100 non-refundable application. Again, no bids were received.

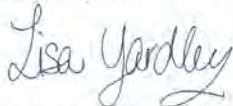
According to our City Code of Ordinances Sec. 3-23 (d):

The Yankton Board of City Commissioners may establish by resolution a minimum bid for an on-sale or off-sale liquor license. In such event, a bid shall not be eligible unless the bid amount is equal to or greater than the minimum bid as set by such resolution. If the city receives no bids for an amount equal or greater than the minimum bid established by the board of city commissioners, the board of city commissioners may elect not to issue the unissued license, or may elect to modify the minimum bid amount and restart the sealed bid process as prescribed by this ordinance. Any such minimum bid amount shall be included within the published notice of sealed bid auction required by this ordinance.

How does the City Commission wish to move forward? We ask for the Commission’s direction regarding each of the following:

- 1) Setting a new minimum bid amount;
- 2) Setting an application fee;
- 3) Scheduling for bid submissions and opening; or
- 4) Tabling the bid opening and revisiting at a future date at the Commission’s pleasure.

Thank you,



Lisa Yardley, Finance Officer

Recommendation: It is recommended that the City Commission direct staff on how to proceed with the sale of the available 12th package off-sale liquor license.

 X I concur with the above recommendation.

 I do not concur with the above recommendation.



Amy Leon, City Manager

____ Roll Call