



**2024\_09\_23**

**CITY COMMISSION  
MEETING**



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

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## **YANKTON BOARD OF CITY COMMISSIONERS**

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

**Monday, September 23, 2024**

**City of Yankton Community Meeting Room**

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

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

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### **I. ROUTINE BUSINESS**

1. **Roll Call**

2. **Approve Minutes of Regular Meeting of September 9, 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. **Approve the recommendation of the Park Advisory Board for Garrett Haas’ Eagle Scout project.**

**Attachment II-1**

### **III. OLD BUSINESS**

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

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

#### **1. Second Reading and Public Hearing for Ordinance #1083**

Consideration of Memorandum #24-197, the second reading and public hearing to consider Ordinance #1083, an ordinance to appropriate monies for defraying the necessary expenses and liabilities of the City of Yankton, South Dakota for the fiscal year beginning January 1, 2025 and ending December 31, 2025, and providing for the levy of annual taxes for all funds created by ordinance within said City.

**Attachment III-1**

#### **2. Public Hearing for Sale of Alcoholic Beverages**

Consideration of Memorandum #24-198 requesting the transfer ownership of a Retail (On-off sale) Malt Beverage & SD Farm Wine license from DBC LLC (Lauren Soukup, owner) to Nino Ventures LLC (Francisco Nino, owner) dba Bro Brgr Bar, 2101 Broadway Ave, Suite 40. This alcohol license is not endorsed with video lottery.

**Attachment III-2**

### **IV. NEW BUSINESS**

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

#### **1. Recommendations from Health Insurance Committee**

Consideration of Memorandum #24-196, the recommendation from the Health Insurance Committee for the City of Yankton employees' 2025 group health insurance, dental insurance, vision insurance, life insurance, EAP coverage, flex spending and Employee Wellness Program.

**Attachment IV-1**

#### **2. Fireworks Public Display Request**

Consideration of Memorandum #24-199 requesting a public fireworks display on December 5, 2024. The fireworks will be launched from the top level of the Meridian Bridge, coinciding with the Holiday Festival of Lights tree lighting.

**Attachment IV-2**

#### **3. Introduction, First Reading and Establish Public Hearing Date for Ordinance #1084**

Consideration of Memorandum #24-200 introduction, first reading and establish October 15, 2024 as the date for a public hearing to consider Ordinance #1084, a rezoning from A-1 Agricultural to R-3 Two Family Residential on 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 containing 27.61 acres more or less. Location, northwest of the 1700 Block of West 25th Street. Yankton Thrive, Inc., owner.

**Attachment IV-3**

4. **Body Camera and Associated Software for Yankton Police Department**

Consideration of Memorandum #24-202 authorizing the purchase of body cameras and software from Motorola Solutions in the amount of \$81,501.00 for the Yankton Police Department Patrol Division.

Attachment IV-4

5. **Amend Sales Tax Rebate**

Consideration of Memorandum #24-203 regarding Resolution #24-43 amending the annual “Proofs of Payment” Developer submittal date for the Event Central Sales Tax Reimbursement.

Attachment IV-5

6. **CMAR Contract Amendment**

Consideration of Memorandum #24-201 recommending that the City Commission authorize the City Manager to execute the attached CMAR contract amendment with a Guaranteed Maximum Price of \$45,929,602.00 and owner’s contingency of \$1,102,200.00.

Attachment IV-6

7. **Additional Deputy City Attorney and Contract Adjustments**

Consideration of Memorandum #24-204 recommending that the City Commission appoint Mr. Tyler S. Lohr as a Deputy City Attorney and update other aspects of the City Attorney contract.

Attachment IV-7

V. **OTHER BUSINESS**

*Other business is a time for City Commissioners to address the Commission regarding matters not on the agenda. These items will 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 SEPTEMBER 23, 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  
SEPTEMBER 9, 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, Brunick, Carda, Hunhoff, Miner, Villanueva, Moser, and Mayor Schramm. City Attorney Den Herder, City Manager Leon, and Finance Officer Yardley were also present. Absent: Commissioner Webber. Quorum present.

**Action 24-257**

Moved by Commissioner Carda, seconded by Commissioner Hunhoff, to approve minutes of work session and regular meeting of August 26, 2024. All present voted aye; motion carried, 8-0.

**Action 24-258**

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

Adams, Braxton (Year 2 Refund Lifeguard) \$100; Adobe (Program) \$78.39; Advanced Graphix, (Lettering) \$89; Aflac (Premiums) \$10,087.08; AFSCME (Union Deductions) \$1,581.68; Alex Air Apparatus (Nozzles) \$2,520; Alfa Laval (Parts) \$1,195.16; Amazon (Wall Pockets) \$376.99; Amazon (Cones) \$154.98; Amazon (Program Supplies) \$170.89; Amazon (DVDs) \$39.91; Amazon (Supplies) \$9.99; Amazon (Gloves) \$275.45; Amazon (First Aid) \$127.24; Amazon (Radio Supplies) \$48.93; Amazon (Towels) \$69.97; Amazon (DVD) \$19.96; Amazon (DVDs) \$179.74; Amazon (Program Supplies) \$103.31; Amazon (USB Adapter) \$8.99; Amazon (Office Supplies) \$45.06; Amazon (Program Supplies) \$59.32; Amazon (Program Supplies) \$59.32; Amazon (Janitorial Supplies) \$41.41; Amazon (Network Rack) \$63.82; Amazon (Tool Bag) \$52.48; Amazon (Textbooks) \$76.52; Amazon (Pager Batteries) \$241; Amazon (Cord) \$23.35; Amazon (Flashlights) \$281.33; Amazon (Name Tags) \$21.98; Amazon (Irrigation Parts) \$64.74; Amazon (Name Tags) \$29.80; Amazon (Tourniquets) \$59.98; Amazon (Program Supplies) \$12.98; Amazon (First Aid Kits) \$178.17; Amazon (Supplies) \$164; Amazon (Book) \$17.99; Amazon (Light Covers) \$209.80; Amazon (Program Supplies) \$38.21; Amazon (Irrigation Supplies) \$559.80; Amazon (Name Tag) \$10.99; A-OX (Propane) \$86.07; Arrow Mfg (Auto Eject) \$365; Arrow (Printer Paper) \$323.79; ATT (Mobile Data) \$1,265.91; Auto Value (Supplies) \$1,728.35; AutoZone (Supplies) \$212.49; Avera Health (CPR Instructor Training) \$55; Avera Health (Insurance Premiums) \$85,278.52; Avera Sacred Heart (Pre Employment) \$44; Axvoice (Dialer Service) \$21.44; Baker, Macy (Year 1 Refund Lifeguard) \$106.20; Baker-Taylor (Books) \$2,963.24; Banner Assoc (Water Main Crossings) \$26,035; Barnes, Nathan (Year 1 Refund Lifeguard) \$106.20; Bierschbach Equip & Suppl (Hose) \$1,839.79; Blackstrap (Road Salt) \$5,295.88; Blue To Gold (Training Guide) \$199.95; BluePeak (Phone/Internet) \$4,295.31; Boller Printing (Subscription) \$35; Bomgaars (Industrial Rack) \$2,489.07; Book Page (Subscription) \$414; Buhls Cleaners (Alterations) \$93; Caseys (Fuel) \$45.36; Centurylink (Phone) \$142.82; Certified Testing (Gehl Drive Testing) \$1,311; Chemtek (Asphalt Release Agent) \$3,574.20; City Of Vermillion (August Joint Powers) \$86,196.46; City Utilities (WTR-WW Charges) \$48,810.19; Combatreadyfire.com (Aerial Ladder Course) \$83.90; Conoco (Fuel) \$74.91; Counterfeit Catering (Summer Reading Program) \$985.50; CSG Forte (Fees) \$2,673.32; Dakota 911 Conference (Training) \$300; Dash Medical (Gloves) \$113.85; Den Herder, Harper (Year 1 Refund Lifeguard) \$106.20; Dept Of Social Services (Child Support) \$2,611.88; Diamond Vogel (Road Paint) \$344.20; Diy Engine (Course Registration)

\$500; Dollar Tree (Supplies) \$96.25; Dropbox (Prof Service) \$127.31; Echo Electric (Lamp) \$396.58; El Tapatio Mexican (Employee Appreciation) \$231.61; Electric Pump (Roller Assembly) \$504.23; Enfield, Melania (Year 2 Refund Lifeguard) \$100; Fairfield Inn (Music At Meridian) \$700; Family Dollar (Supplies) \$2.19; Fastenal (Towels) \$260.57; Fedex (Postage) \$34.05; Feimer, Lucas (Year 1 Refund Lifeguard) \$106.20; Ferguson Enterprises (Meter Project) \$82,563; Ferguson Enterprises (Meter Parts) \$798.04; First Dakota (HSA Contributions) \$11,415.82; First National Bank (Dependent Care) \$2,522.46; Flow, Kathleen (Irrigation Repair) \$918.09; Fridayparts Limited (Parts) \$114.24; Frontier Mills (Grass Seed) \$5,555; Garys Repair (Towing) \$5,510; Geotek Eng (Testing 21st Street) \$1,188; Gerstner Oil (Fuel) \$35,616.73; Goeden, Kaylee (Year 2 Refund Lifeguard) \$100; Gotomeeting (Subscription) \$192; Guardian Alliance (Background Check) \$12; Gutzmann, Gracie (Year 1 Refund Lifeguard) \$106.20; H &K Oil (Tire Repair) \$186.30; Hansen Lock (Keys) \$42.50; Hawkins (Chemicals) \$15,333.03; HDR Engineering (WWTP Plant Improvements) \$507,229.43; Holiday Inn (Lodging) \$1,421; Holophane (Lights) \$97,764; Hy-Vee (Comprehensive Plan) \$421.08; ICMA (Retirement) \$240; Intoximeters (Parts) \$135; Ireland, Faye (Year 1 Refund Lifeguard) \$106.20; ISA (Membership) \$170; J & H Cleaning (Janitorial Services) \$3,000; J.W. Pepper (Singers Fall Program) \$335.05; Jacks Uniforms (Shirts) \$320.79; JCL Solutions (Janitorial Supplies) \$945.08; Jimmy Johns (Travel Expense) \$15.54; Jimmy Johns (Travel Expense) \$16.15; John T Jones (WWTP CMAR Project) \$81,205.92; Kaiser (Repairs) \$500.31; Keep The Promise (Decals) \$285; Kennedy, Taeya (Year 1 Refund Lifeguard) \$106.20; Kinsman Garden (Liners) \$22.16; Kleins Tree Service (Tree Removal) \$15,000; Knife River (Asphalt Mix) \$476; Koerner, Karalyn (Year 1 Refund Lifeguard) \$106.20; Koletzky Implement (Repairs) \$679.36; Koletzky, Kobe (Year 2 Refund Lifeguard) \$100; Konrad, Natalie (Year 2 Refund Lifeguard) \$100; Kopetskys Ace (Supplies) \$726.40; Kouri, Jill (Irrigation Repair) \$2,410.93; Kramer, Claire (Year 2 Refund Lifeguard) \$100; Labstrong (Filter) \$315.32; Leadership Under Fire (Training) \$1,600; Leading Edge (Reimbursement) \$26.25; LLRMI (Arson Investigation) \$150; Locators & Supplies (Gloves) \$147.47; Los Designs (Parade Signs) \$153.06; Luellman, Kaylor (Year 1 Refund Lifeguard) \$106.20; Luken, Brie (Year 2 Refund Lifeguard) \$100; Lumen (Internet) \$372.44; Marshall Bond Pumps (Parts) \$342.68; Maska, Micah (Year 2 Refund Lifeguard) \$100; Masonry Components (Construction 8th St) \$401,740.81; Mead Lumber (Supplies) \$153.45; Menards (Supplies) \$2,554.21; Merkel Electric (Repair) \$1,475.99; Messler, Sarah (Year 1 Refund Lifeguard) \$106.20; Metrofax (Fax Service) \$12.69; Michaels (Music At Meridian) \$113.91; Midamerican Energy (Fuel) \$8,399.19; Midamerican Energy (WW Fuel) \$1,054; Midco (Internet) \$123.39; Midwest Alarm (Security) \$122.63; Midwest Alarm (Testing) \$76.85; Midwest Tire (Tires) \$3,680.74; Midwest Turf (Parts) \$227.77; Molten Audio (Music At Meridian) \$9,950; Money Movers (Fee) \$11; Morrow/Joseph C. (Design Work) \$3,600; Mortensen, Daric (Irrigation Repair) \$813.60; Motorola Solutions (Chargers) \$359.52; Mount Marty University (Parade Entrance Fee) \$25; Mutt Mitt (Dog Bags) \$3,658.30; Napa Auto Parts (Batteries) \$349.26; Nebraska DOR (NE State Income Tax) \$1,745.14; Nelson, Alaina (Year 1 Refund Lifeguard) \$106.20; Northern Truck Equip (Truck Box) \$35,085; Northtown Automotive (Parts) \$90.34; Northwestern Energy (Electricity) \$115,295.74; NRA (Membership) \$40; Olsons Pest (Service) \$497; One Office (Supplies) \$121.01; Oracl Waffle House (Travel Expense) \$29.50; OReilly (Part) \$125.81; Overdrive Distribution (Ebooks) \$1,501.33; Parkway Construction (Westside Park Pond) \$128,066.45; Payment Service Network (Fees) \$69.85; Ebay (Computer Monitor) \$262.92; PFS Healthworks (Pre Employment Exam) \$35.18; Pheasantland (Safety Apparel) \$67.62; Pietz, Camden (Year 1 Refund Lifeguard) \$106.20; Pizza Ranch (Concessions) \$7,002.85; Ponca State Park (Day Camp) \$644; Poolweb (Chemicals) \$255.98; Powers (Porta Pots) \$1,035; Racom (Supplies) \$104.77; Ram (Locator Mount) \$136.91; Redlinger Bros Plumbing (Repair) \$1,962.03; SDRS (SD Retirement) \$147,616.71; Riverboat Days (Parade Entry) \$54.26; Riverside Hydraulics (Parts) \$886.80; Rohde, Tanner (Year 2

Refund Lifeguard) \$100; Rons Auto Glass (Windshield) \$384.80; Ruby Tuesday (Travel Expense) \$35.55; Safety Benefits (Conference) \$75; Schramm, Zayne (Year 2 Refund Lifeguard) \$100; Schweiss Doors (Parts) \$223.21; SD Library Association (Registration) \$818; SD Water & Wastewater (Conference Fees) \$465; SDMUNL (Conference) \$128.69; SDSRP (Retirement) \$30,610.66; Sherwin Williams (Supplies) \$89.67; Site Works (Construction Gehl Drive) \$1,199,961.43; Slowey Construction (Mead Property Development) \$98,695.68; Snapfish (Photos) \$276.59; South Dakota Magazine (Centennial) \$600; South Dakota Network (Membership) \$207.14; Sprinklerwhse (Supplies) \$390.50; Stan Houston Equip (Gloves) \$107.12; Standard Insurance (Dental Ins Premiums) \$9,260.70; Stockwell Engineers (Westside Park Project) \$9,850; Stockwell Engineers (Gehl Drive Engineering) \$11,268.44; Swank Motion Pictures (Movie License) \$325; Taco Johns (Travel Expense) \$20.54; Tessman (Chemicals) \$6,099.61; The Dam Fools (Registration) \$150; The J. P. Cooke (Dog Tags) \$131.95; Third Millennium (Utility Billing) \$779.25; Titan Machinery (Mower Parts) \$1,942.72; Titan Machinery (Part) \$29.02; TNT Inflatables (Music At Meridian) \$1,000; Tractor-Supply (Repairs) \$892.41; Traffic Solutions (Pavement Marking) \$60,082.51; Tramp, Emily (Year 2 Refund Lifeguard) \$100; TRK (Internet Hosting) \$7.95; Truck Trailer Sales (Part) \$2,275.60; UKG (Payroll/HR/TLM Software) \$3,446.56; US Treasury (Federal Withholding Tax) \$326,420.28; United Way (Employee Contributions) \$129; UPS (Postage) \$67.63; USABLUBOOK (Supplies) \$170.77; USPS (Shipping) \$105.03; USPS (Postage) \$646.83; Vessco (Parts) \$996; Viddler (Video Hosting) \$41.49; Villanueva, Maya (Year 1 Refund Lifeguard) \$106.20; VWR International (Supplies) \$57.86; Walgreens (Summer Reading Program) \$56.97; Wal-Mart (Supplies) \$892.75; Walmart (Supplies) \$1,265.80; Wendys (Travel Expense) \$20.52; Wholesale Supply (Parade Supplies) \$393.60; Wieman, Caden (Year 1 Refund Lifeguard) \$106.20; Wintz, Isabelle (Year 2 Refund Lifeguard) \$100; Wintz, Madeline (Year 1 Refund Lifeguard) \$106.20; Wintz, Olivia (Year 2 Refund Lifeguard) \$100; X Corp. (Social Media) \$84; Yankton County Auditor (Capital Improve Cost) \$15,740.81; Yankton County Observe (Receipt Books) \$267.50; Yankton County Sharpshooters (Rental) \$100; Yankton Janitorial (Supplies) \$709.60; Yankton Media (Subscription) \$8.99; Yankton Medical Clinic (Examinations) \$912; Yankton Radio (Ads) \$454; Yankton Thrive (Sales Tax Reimbursement) \$7,313.74; Yankton Thrive (Employee Appreciation) \$195; Yankton Vol Fire Department (State Fire Premiums) \$78,884.20; Yankton Winnelson (Repairs) \$147.85; Yanktonmediainc (Ads) \$569.57; Yanktonrodctr (Deed Recording) \$32.50.

Salaries by Department: August 2024: Administration \$90,517.50; Finance \$51,416.80; Community Development \$47,602.33; Police/Dispatch \$341,411.04; Fire \$22,920.21; Engineering / Sr. Citizens \$91,155.45; Streets \$89,192.70; Traffic Control \$6,580.33; Library \$59,677.31; Parks / SAC \$174,377.36; The Huether Family Aquatics Center \$187,275.28; Marne Creek \$8,249.28; Cemetery \$11,818.52; Water \$67,538.07; Wastewater \$69,708.16; Solid Waste \$49,933.99; Joint Powers \$38,477.87; Central Garage \$14,069.67.

New Hires: Police Department: Adam Doyle, Officer, \$2,234.12 biweekly; Dax Johnson, Officer, \$2,234.12 biweekly; Lauren Walker, Crossing Guard, \$15.00/hr; Environmental Services Department: Jacob Johnson, Distribution/Collection Operations Specialist, \$1,786.23 biweekly; Chaz James, Water Plant Operation Specialist, \$1,830.92 biweekly; Housing Department, Amber Bagola, Housing Office Assistant Part time, \$18.00/hr.

Wage Changes: Public Works Department: Zach Hesper, Fleet Mechanic, \$2,046.57 to \$2,072.38 biweekly.

Position Changes: Parks, Recreation and City Events Department: Adam Thompson, Grounds Maintenance to Recreation Facilities and Events Maintenance Supervisor, \$1,638.69 to \$2,072.38 biweekly; Brandon Pavel, Senior Grounds Maintenance to Recreation Facilities and Events Maintenance Coordinator, \$1,999.30 to \$2,593.46 biweekly; Luke Youmans, Recreation and City Events Manager to Recreation Facilities and Events Superintendent, \$3,405.00 to \$3,487.76 biweekly.

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

Mayor Schramm presented and read a proclamation on Welcoming Week. Sarah Brandt with Connecting Cultures thanked all and reflected on recent successes and upcoming events. Foreign exchange student Luca Pereira de Mello also spoke on his Yankton experience.

There were no public appearances at that time.

#### **Action 24-259**

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

1. Set the date of September 23, 2024 at 6:00 pm in Room #114 of the Career Manufacturing Technical Education Academy for the next work session.
2. Change the City Commission meeting of October 14 to October 15 in recognition of Native American Day.
3. Establish September 23, 2024 as the date for the public hearing for a transfer of owner of a Retail (On-Off sale) Malt Beverage & SD Farm Wine License from DBC LLC to Nino Ventures LLC dba Bro Brgr Bar, 2101 Broadway Ave, Suite 40.
4. Consideration of Memorandum #24-195 recommending approval of the new application for private collector of refuse license (Construction Trash, LLC) for the 2024 licensing period.

#### **Action 24-260**

This was the time and place for the public hearing regarding the request for a new Retail (On-off sale) Malt Beverage & SD Farm Wine License effective to June 30, 2025 from Alfonso Alfredo dba Sabor Cubano, 2007 Broadway Ave Ste M. This alcohol license is not endorsed with video lottery. (Memorandum 24-188) No one was present to speak for or against the application. Moved by Commissioner Carda, seconded by Commissioner Moser, to approve the license. All present voted aye; motion carried, 8-0.

#### **Action 24-261**

This was the time and place for the public hearing regarding the request for a new Retail (On-off sale) Wine and Cider license effective to December 31, 2024 from Kourtney Erickson dba Korikyaybites LLC, 101 Douglas Avenue. This alcohol license is not endorsed with video lottery. (Memorandum 24-189) No one was present to speak for or against the application. Moved by Commissioner Moser, seconded by Commissioner Brunick, to approve the license. All present voted aye; motion carried, 8-0.

**Action 24-262**

Moved by Commissioner Carda, seconded by Commissioner Miner, to approve Resolution #24-42 and authorize the City Manager to execute all associated documents. (Memorandum 24-193)

**RESOLUTION #24-42**

WHEREAS, the City of Yankton owns property known as Lot 4 in Block 1 of Mead's Addition to the City of Yankton, South Dakota, and

WHEREAS, if approved by the Board of City Commissioners, Yankton Thrive will offer to purchase the approximate 2.47 acres as of the described lots for \$50,000 per acre (\$123,500) as agreed upon in the previously approved Option to Purchase and Assignment of Option to Purchase, and

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

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

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

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

Lot 4 in Block 1 of Mead's Addition to the City of Yankton, South Dakota as depicted on the associated plat.

Commissioner Villanueva introduced and Mayor Schramm read the title of Ordinance No.1083, AN ORDINANCE TO APPROPRIATE MONIES FOR DEFRAYING THE NECESSARY EXPENSES AND LIABILITIES OF THE CITY OF YANKTON, SOUTH DAKOTA, FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2025, AND ENDING DECEMBER 31, 2025, AND PROVIDING FOR THE LEVY OF ANNUAL TAXES FOR ALL FUNDS CREATED BY ORDINANCE WITHIN SAID CITY, and set the date of the second reading and public hearing as September 23, 2024.

**Action 24-263**

Moved by Commission Carda, seconded by Commissioner Moser, to approve Resolution #24-40. Commissioners Hunhoff, Brunick, Villanueva, Benson, Carda, Moser, and Charlie Gross spoke on the matter. (Memorandum 24-179) Benson, Brunick, Carda, Miner, Moser, Villanueva, and Mayor Schramm voted aye; Hunhoff voted nay; motion carried, 7-1.

**RESOLUTION #24-40**

WHEREAS Initiated Measure 28 was certified for the November 2024 General Election Ballot by the South Dakota Secretary of State;

WHEREAS Initiated Measure 28, if passed, would remove state, municipal and tribal taxes on all items sold for human consumption except alcohol and prepared food;

WHEREAS “human consumption” is undefined in South Dakota Codified Law or the South Dakota Constitution. Black’s Law Dictionary defines “consumption” as “the act of destroying a thing by using it; the use of a thing in a way that exhausts it.”;

WHEREAS South Dakota Codified Law 34-45-1(7) defines tobacco products as “any item made of tobacco intended for human consumption, including cigarettes, cigars, pipe tobacco, and smokeless tobacco, and vapor products as defined in § 34-46-20.”;

WHEREAS South Dakota Codified Law 10-52-2 allows incorporated municipalities to impose a tax on the sale, use, storage and consumption of items that conform in all respects to the state tax on such items up to two percent;

WHEREAS the Attorney General’s explanation of the measure states legislative or judicial clarification would be needed if the measure passes;

WHEREAS The City of Yankton levies a two-percent sales tax and collected \$12,616,403.61 in the 2023 fiscal year and \$7,340,511.56 year-to-date in the 2024 fiscal year;

WHEREAS The City of Yankton estimates annual lost revenue of \$1,314,678 or 10.3% unless Initiated Measure 28 is rejected by voters in South Dakota.

NOW, THEREFORE, BE IT RESOLVED, by the City Commission of Yankton, that Initiated Measure 28 would negatively impact the municipal budget in our community.

**Action 24-264**

Moved by Commissioner Villanueva, seconded by Commissioner Benson, to approve the purchase of two (2) Apex Raman Spectrometers with warranties for the Yankton Police Department from DetactaChem, Inc. for \$65,775.00. (Memorandum 24-186) Detective Sara O’Farrell gave additional details. All present voted aye; motion carried, 8-0.

**Action 24-265**

Moved by Commissioner Brunick, seconded by Commissioner Moser, to approve the application for a Special On-sale Liquor License for one day, September 20, 2024 from Riverfront Brewery Inc d/b/a Brewery, 101 E. 3<sup>rd</sup> Street at Avera Pavilion, 501 Summit Street, Yankton, SD. (Memorandum 24-190) Benson, Brunick, Carda, Hunhoff, Miner, and Moser voted aye; Commissioner Villanueva and Mayor Schramm abstained; motion carried, 6-0.

**Action 24-266**

Moved by Commissioner Benson, seconded by Commissioner Carda, to approve the software use agreement with Caselle to update the City of Yankton’s financial and utility billing software and authorize the Finance Officer to issue a manual check for \$34,680.00 as a down payment. (Memorandum 24-191) All present voted aye; motion carried, 8-0.

**Action 24-267**

Moved by Commissioner Miner, seconded by Commissioner Villanueva, to approve the agreement and issue a kennel license to Jan E. Stenger dba Fish-N-Stuff. (Memorandum 24-192) Commissioners Brunick, Villanueva, Miner and City Attorney Den Herder discussed. All present voted aye; motion carried, 8-0.

**Action 24-268**

Moved by Commissioner Moser, seconded by Commissioner Villanueva, to award the storm sewer replacement contract to Slowey Construction, Inc in the amount of \$81,854.00. (Memorandum #24-194) All present voted aye; motion carried, 8-0.

**Action 24-269**

Moved by Commissioner Benson, seconded by Commissioner Villanueva, to adjourn at 7:45 p.m. All present voted aye; motion carried, 8-0.

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Mason Schramm, Mayor

ATTEST:

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Lisa Yardley, Finance Officer

Published on September 18, 2024

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
A BAILEY CREATIVE	MERIDIAN COMMUNITY MURAL	800.00	SPECIAL EVENTS - ACTIVIT	211.231.575		2024015	078181	P	010	00003
A&B BUSINESS SOLUTIONS	COPIES LEASE	466.54	RENTALS & XEROX SUPPLIES	101.142.212		IN1187529	081615	P	010	00004
ASSOCIATED SUPPLY CO.	FILTER SAND & GRAVEL	4,504.77	REP. & MAINT. - BUILDING	203.203.223		A105107	078179	P	010	00002
BLACKSTRAP INC	ROAD SALT	1,720.00	SNOW & ICE CHEMICALS	101.123.241		150250	078343	P	010	00006
	ROAD SALT	1,701.08	SNOW & ICE CHEMICALS	101.123.241		150299	078344	P	010	00005
		3,421.08	*VENDOR TOTAL							
CEDAR KNOX PUBLIC POWER	ELECTRICITY	357.04	ELECTRICITY	201.201.272		350035355	005243	P	010	00015
	ELECTRICITY	898.09	ELECTRICITY	601.601.272		9/9/2024	005176	P	010	00016
		1,255.13	*VENDOR TOTAL							
CENTURYLINK	PHONE	581.26	TELEPHONE	101.111.271		9/10/2024	002829	P	010	00007
	PHONE	168.48	TELEPHONE	101.123.271		9/10/2024	002829	P	010	00008
	PHONE	83.20	TELEPHONE	601.601.271		9/10/2024	002828	P	010	00009
	PHONE	166.40	TELEPHONE	611.611.271		9/10/2024	002828	P	010	00010
	PHONE	83.20	TELEPHONE	601.601.271		9/10/2024	003059	P	010	00011
	PHONE	83.20	TELEPHONE	611.611.271		9/10/2024	003059	P	010	00012
		1,165.74	*VENDOR TOTAL							
CIVICPLUS, LLC	ANNUAL SUBSCRIPTION	2,333.64	PROFESSIONAL SERVICES	101.101.202		315859	081929	P	010	00013
	ANNUAL SUBSCRIPTION	550.00	PROFESSIONAL SERVICES	101.101.202		317098	081929	P	010	00014
		2,883.64	*VENDOR TOTAL							
DEADWOOD RESORTS, LLC	LODGING	720.00	TRAVEL EXPENSE	101.111.263		65138 & 65149	241561	P	010	00028
EHRESMANN ENGINEERING	STEEL PLATE	177.22	GARAGE PARTS	801.801.249		005117	078367	P	010	00075
ELKS LODGE NO. 994-YANKT	COMPREHENSIVE PLAN	150.00	CONFERENCE & MEETINGS	101.106.265		128	024649	P	010	00017
FLEXIBLE PIPE TOOL COMPA	BALL VALVE	926.55	REP. & MAINT. - COLLECTI	611.611.226		30468	240197	P	010	00041
HANSON BRIGGS ADVERTISIN	COPS CARDS	98.03	COP'S CARDS	101.111.245		34421	241559	P	010	00018
	COPS CARDS	75.03	COP'S CARDS	101.111.245		34563	241565	P	010	00064
		173.06	*VENDOR TOTAL							

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
HAWKINS INC	CHEMICALS	7,954.79	CHEMICALS & GASES	601.601.240		6851235	240198	P	010	00020
	CHEMICALS	13,812.00	CHEMICALS & GASES	601.601.240		6856106	240198	P	010	00021
		21,766.79	*VENDOR TOTAL							
HUNHOFF, BRIAN	MEETING MILEAGE	58.96	CONFERENCE & MEETINGS	101.101.265		9132024	081919	P	010	00081
JJ BENJI'S	HATS	33.00	UNIFORMS	101.111.244		22880	241563	P	010	00022
KAISER HEATING & COOLING	DEHUMIDIFIER REPAIRS	1,321.31	REP. & MAINT. - PLANT	601.601.221		113191	240199	P	010	00026
KLEINS TREE SERVICE	TREE REMOVAL	500.00	EMERALD ASH BORE STUMPS	201.201.250		2159	078183	P	010	00055
KNIFE RIVER - SOUTH DAKO	ASPHALT	9,682.64	OPEN ASPHALT	506.572.376		476143	078337	P	010	00025
	ASPHALT	2,133.12	OPEN ASPHALT	506.572.376		476821	078335	P	010	00024
	ASPHALT	8,586.16	OPEN ASPHALT	506.572.376		476822	078336	P	010	00023
	ASPHALT	5,639.92	OPEN ASPHALT	506.572.376		477908	078356	P	010	00084
	ASPHALT	2,112.88	OPEN ASPHALT	506.572.376		477909	078357	P	010	00083
		28,154.72	*VENDOR TOTAL							
LANGUAGE LINE SERVICES	LANGUAGE LINE	391.78	PROFESSIONAL SERVICES	208.208.202		11391315	240018	P	010	00027
LIST ELECTRIC INC	WIRING PROJECT	17,629.45	BUILDINGS & STRUCTURES	101.125.320		6774	240011	P	010	00043
MICHAELS FENCE CO	PICKLE BALL FENCING	12,080.00	WESTSIDE PARK IMPROVEMEN	503.545.320		89917	022599	P	010	00065
MILLENNIUM RECYCLING	RECYCLING	2,181.55	CONTRACTED SERVICE-MILLE	631.631.204		138858	078371	P	010	00082
OBSERVER	ADVERISTMENT	60.00	ADVERTISING	203.203.211		2384	078178	P	010	00030
OLSON'S PEST TECHNICIANS	PEST CONTROL	145.00	REP. & MAINT. - BUILDING	101.123.223		367327	024648	P	010	00029
PANNIER CORPORATION	PLAQUE	1,370.00	SPECIAL EVENTS - ACTIVIT	211.231.575		170326	078184	P	010	00056
PETERSON PLUMBING	CLEAN DRAINS	153.06	REP. & MAINT. - BUILDING	201.201.223		745160	022589	P	010	00031
	INSTALLATION	192.86	REP. & MAINT. - BUILDING	201.201.223		745163	024535	P	010	00054
		345.92	*VENDOR TOTAL							

Schedule of Bills

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
POLYDYNE INC POLYMER	5,170.00	CHEMICALS & GASES	611.611.240		1864445	241013	P	010	00032
PRESS & DAKOTAN/YANKTON WORK SESSION & MEETING NOTICE OF HEARING WORK SESSION & MEETING NOTICE OF HEARING PUBLIC NOTICE ANNUAL FINANCIAL REPORT	100.16 13.28 235.20 13.28 12.32 295.10 669.34	PUBLISHING PUBLISHING PUBLISHING PUBLISHING PUBLISHING PUBLISHING *VENDOR TOTAL	101.101.211 101.101.211 101.101.211 101.101.211 101.106.211 101.101.211		158896&158899 159503 159544&159546 159707 159737 159848	081911 081908 081906 081917 024646 081927	P P P P P P	010 010 010 010 010 010	00035 00034 00036 00033 00037 00038
RACOM CORPORATION RADIO MAINTENANCE	210.00	PROFESSIONAL SERVICES	101.111.202		34421	241560	P	010	00039
RDG PLANNING & DESIGN COMPREHENSIVE PLAN	15,502.10	EQUIPMENT	101.106.350		57870	024430	P	010	00066
SANITATION PRODUCTS INC STREET SWEEPER PARTS	4,922.12	GARAGE PARTS	801.801.249		90495	078352	P	010	00086
SIGN SOLUTIONS STREET SIGNS	626.68	ROAD MATERIALS	101.123.239		413610	078353	P	010	00085
SOUTH DAKOTA 811 MESSAGE FEE	160.65	LOCATES	601.601.208		SD24-02410	240196	P	010	00040
SOUTHEAST TECHNICAL INST SCHOLARSHIP PROGRAM	5,000.00	LEARNING	101.111.264		4959	241564	P	010	00057
SPENCER QUARRIES INC CHIPS SEAL CHIPS	4,588.76	ROAD MATERIALS	101.123.239		35571	078361	P	010	00080
TMA FOAM FILL TIRES	13,312.00	GARAGE PARTS	801.801.249		146199	078388	P	010	00042
TRANSOURCE TRUCK & EQUIP LOADER PARTS	4,218.80	GARAGE PARTS	801.801.249		41W14040	078348	P	010	00076
TRUCK TRAILER SALES INC HAUL TRUCK PARTS HAUL TRUCK REPAIRS HAUL TRUCK INSPECTION	1,711.15 8,938.02 115.00 10,764.17	GARAGE PARTS GARAGE PARTS GARAGE PARTS *VENDOR TOTAL	801.801.249 801.801.249 801.801.249		4547-2 4687-222 4773-225	078346 078347 078349	P P P	010 010 010	00077 00079 00078
UNIVERSITY OF SOUTH DAKO LIBRARY ASSESSMENT STUDY	36,345.00	BUILDINGS	101.142.320		24C015	081616	P	010	00058
US BANK SPA LOCKBOX CM96 INTEREST C461038-04 PRINCIPAL C461038-04	19,108.52 42,186.18	SRF LOAN BOND INTEREST PRINCIPAL	614.614.411 614.614.441		C461038-04 C461038-04	021759 021759	P P	010 010	00051 00052

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
US BANK SPA LOCKBOX CM96										
	INTEREST C461038-05	5,169.89	INTEREST	615.615.411		C461038-05	021720	P	010	00044
	PRINCIPAL C461038-05	11,041.93	PRINCIPAL	615.615.441		C461038-05	021720	P	010	00045
	INTEREST C461038-05	13,589.52	INTEREST	615.615.411		C461038-05	021720	P	010	00046
	INTEREST C462038-06	179,079.92	SRF LOAN BOND INTEREST	607.607.411		C462038-06	021757	P	010	00047
	PRINCIPAL C462038-06	254,436.92	SRF LOAN PRINCIPAL	607.607.441		C462038-06	021757	P	010	00048
	INTEREST C462038-5	73,170.69	SRF LOAN BOND INTEREST	607.607.411		C462038-5	021756	P	010	00049
	PRINCIPAL C462038-5	77,469.57	SRF LOAN PRINCIPAL	607.607.441		C462038-5	021756	P	010	00050
		675,253.14	*VENDOR TOTAL							
VESSCO, INC.										
	PUMP REAPIR KIT	303.71	REP. & MAINT. - PLANT	601.601.221		95168	240200	P	010	00053
WILLIAMS & COMPANY PC										
	2023 AUDIT FINAL BILL	3,007.80	AUDIT	101.101.203		195266	005659	P	010	00059
	2023 AUDIT FINAL BILL	2,172.30	AUDIT	601.601.203		195266	005659	P	010	00060
	2023 AUDIT FINAL BILL	2,172.30	AUDIT	611.611.203		195266	005659	P	010	00061
	2023 AUDIT FINAL BILL	501.30	AUDIT	631.631.203		195266	005659	P	010	00062
	2023 AUDIT FINAL BILL	501.30	AUDIT	637.637.203		195266	005659	P	010	00063
		8,355.00	*VENDOR TOTAL							
XEROX FINANCIAL SERVICES										
	COPIER LEASE	410.99	COPIES	101.105.234		6216008	021748	P	010	00067
	COPIES	538.14	COPIES	101.105.234		6216008	021748	P	010	00068
	COPIER LEASE	141.94	CONTRACTED SERVICES	203.203.204		6216008	021748	P	010	00069
	COPIES	159.67	COPIES	203.203.234		6216008	021748	P	010	00070
	COPIER LEASE	141.94	COPIES	101.111.234		6216008	021748	P	010	00071
	COPIES	63.52	COPIES	101.111.234		6216008	021748	P	010	00072
	COPIES LEASE	141.94	COPIES	101.104.234		6216008	021748	P	010	00073
	COPIES	117.39	COPIES	101.104.234		6216008	021748	P	010	00074
		1,715.53	*VENDOR TOTAL							
2J SERVICE										
	EQUIPMENT REPAIRS	1,268.16	REP. & MAINT. - EQUIPMEN	801.801.221		KSC-092 1086	078345	P	010	00001

Schedule of Bills

VENDOR NAME	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
DESCRIPTION							
REPORT TOTALS:	891,067.37						

RECORDS PRINTED - 000085

Schedule of Bills

FUND RECAP :

FUND	DESCRIPTION	DISBURSEMENTS
101	GENERAL FUND	93,794.07
201	PARKS AND RECREATION	1,202.96
203	SUMMIT ACTIVITY CENTER	4,866.38
208	911/DISPATCH	391.78
211	LODGING SALES TAX	2,170.00
503	PARK CAPITAL	12,080.00
506	SPECIAL CAPITAL IMPROV	28,154.72
601	WATER OPERATION	26,789.25
607	WATER PLANT RENOVATION	584,157.10
611	WASTE WATER OPERATION	8,518.45
614	STATE REVOLVING LOAN FUND	61,294.70
615	STATE REVOLVING LOAN 5-6	29,801.34
631	SOLID WASTE	2,682.85
637	JOINT POWER	501.30
801	CENTRAL GARAGE	34,662.47
TOTAL ALL FUNDS		891,067.37

BANK RECAP :

BANK	NAME	DISBURSEMENTS
1DAK	FIRST DAKOTA NAT'L BANK CORP	891,067.37
TOTAL ALL BANKS		891,067.37

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

DATE ..... APPROVED BY .....

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**OFFICE OF THE CITY MANAGER**

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

VOL. 59 NUMBER 17

**Commission Information Memorandum**

The Yankton City Commission meeting on Monday, September 23, 2024 will begin at 7:00 pm.

**Non-Agenda Items of Interest**

**1) Finance Department Update**

Finance prepared the City levy for property taxes as part of the 2025 budget Ordinance No. 1083 and will submit it to the Yankton County auditor's office. The Yankton Road Tax levy per Resolution #24-41 and delinquent Special Assessments will also be delivered to the county auditor in September.

An update has been made with First Dakota National Bank to the City's main account by utilizing their Insured Cash Sweep (ICS) program. Instead of purchasing security bonds, full FDIC insurance coverage is provided through the ICS program and allows the bank to invest those funds back into our Yankton community and make loans in Yankton. The interest rate and fee structure would remain the same.

Finance anticipates presenting a surplus resolution at the October 15<sup>th</sup> City Commission Meeting. The online Purple Wave auction is tentatively scheduled for October 22. Surplus property may be sold, traded, loaned, destroyed or otherwise disposed of pursuant to SDCL 6-13-1.

The 2025 municipal election calendar is now available from the SD Secretary of State. View the tentative schedule here:

<https://sdsos.gov/elections-voting/assets/2025%20Documents/2025MunicipalElectionCalendar.pdf>

Please see the enclosed Finance Monthly Report for August 2024.

**2) Parks & Recreation Department Update**

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

**3) Human Resources & Employee Engagement Department Update**

We are still accepting application for Certified Police Officers in our Police Department.

Utility Customer Service Clerk in the Finance Office received 42 applicants and interviews are complete. Jennifer Badke was selected to fill this position. Jennifer comes to the City of Yankton as the previous office assistant for Clay Rural Water System. She has experience in management and customer service. Jennifer's first day was September 16.

Interviews have been held for the position of Wastewater Plant Operations Specialist in our wastewater treatment division of the Environmental Services Department. John "Mac" Billings has

been selected to fill this position. Mac recently moved to Yankton from Sheridan, Wyoming. He most recently was a member and team captain of the Sheridan Hawks in a junior hockey league. He has experience as a laborer/carpenter and in landscaping. Mac's first day was September 9.

The position of Grounds Maintenance Worker in the Parks and Recreation Department closed on Friday, September 6. Interviews are scheduled and a recommendation for hire will be forthcoming.

Well 365's presentation for the month of September focused on effective communication. The goal of the presentation was to help learn how to best communicate with others without impacting our own self-worth. The presentation has been shown to enhance workplace communication that spreads beyond just the work.

September's wellness challenge is wrapping up. The challenge for September was watching at least five mental wellness videos distributed to us each month from Well 365. Employees were asked to track which videos they watch and submit their log at the end of the month to be entered into a drawing for a prize.

Flu shots have been scheduled for employees on October 9 and October 17. Flu shots will be provided by Yankton Medical Clinic this year.

Open Enrollment is approaching for all City of Yankton Employees. Once the City Commission approves the employee benefit plan, we will schedule open enrollment. Open enrollment is scheduled to be held September 30 – October 14 for the 2025 plan year. We are utilizing the EASE online enrollment platform again this year and have staff available to assist anyone who needs assistance.

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

**Airport** - The Yankton Regional Aviation Association held their annual fly-in breakfast on September 15, 2024. It was a great success! At the event, a total of 647 attendees were present, including those who arrived on the 27 incoming planes.

**Cedar Street from 2<sup>nd</sup> Street to 5<sup>th</sup> Street & Cedar Street Parking Lot** - The contractor started pavement removal on September 9 and have progressed quickly. All three blocks of roadway section have been removed. The water main has been installed on two of the three blocks. The required testing has been completed on one of the blocks allowing Hulstein to start swapping services to the new main. The storm sewer pipe installation is complete from 4<sup>th</sup> Street to 5<sup>th</sup> Street.

**8<sup>th</sup> Street from Burleigh Street to Peninah Street** - The underground utility work is expected to be done soon. Curb and gutter has been installed from Burleigh Street to Peninah Street. Masonry Components will be starting the mainline paving on Thursday, September 19.

**Gehl Drive Extension** - Curb and gutter has been installed on this project. Mainline paving is scheduled to begin on September 24.

**Active Transportation** - The contractor has completed all the pavement removal as well as fillet and curb/gutter installation. This project is expected to be completed during the week of September 23.

## 5) Community & Economic Development Department Update

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

The next public input phase of the Comprehensive Planning process is coming up soon. Staff from our consultant, RDG Planning and Design, will be at the Elks Lodge (504 West 27th Street) to talk to people about future land use planning in Yankton and take input for consideration as the plan is developed. This will be a “walk in” format to accommodate people’s busy schedules.

The doors will be open:

- Monday, September 30th from 5:00 PM - 7:00 PM.
- Tuesday, October 1st from 1:00 PM - 3:00 PM.
- Wednesday, October 2nd from 9:00AM to 10:30 AM.

The public should feel free to stop by during those times at their convenience. The below QR code provides more details about the process.



## 6) Fire Department Update

Chiefs Linke and Prendable, along with four volunteers, attended a hands-on search training class in Council Bluffs on September 18. This training helped refine our civilian rescue techniques. On the same day, another group of volunteers conducted a confined space drill at the Napa Junction grain elevator.

The Department will celebrate its 150th Anniversary at Fantle Memorial Park on Saturday, September 21. The event will feature static displays and games.

Deputy Chief Prendable has been collaborating closely with Gregg Homstad on various projects, and their partnership continues to yield positive results.

## 7) Police Department Update

The Yankton Police Department has tested a virtual reality training simulator and drones for future use to improve training of officers and increase efficiency of patrolling.

Commander Rothenberger attended the Connecting Cultures Community Connections monthly meeting at United Way. This is a great way for YPD to remain active in the community.

Administrative Assistant Ashley Hobza completed a webinar training on Leadership in Police Records to gain more skills in records management.

YPD participated in Yankton 101 to network with the community and help provide to the public a greater understanding of the services YPD provides to the community.

Admin Assistant Ashley Hobza, Chief Jason Foote and Officer Marcus Urban redecorated the main hallway in the Yankton Police Department to showcase photos of our officers organized by role, squad and unit. This will be especially great for tours. Please stop in to check it out!

We have received an upgrade of Central Square Public Safety Professional Suite, a production software which ensures the agency remains secure and compliant. This software is used by YPD, Dispatch and the Yankton County Sheriff's Office.

Chief Foote will be assisting the Mitchell Police Department with interviews for an Investigative Sergeant on September 19. YPD will participate in the Lancer Day parade for the Mount Marty University Homecoming game on September 21.

## 8) Library Update

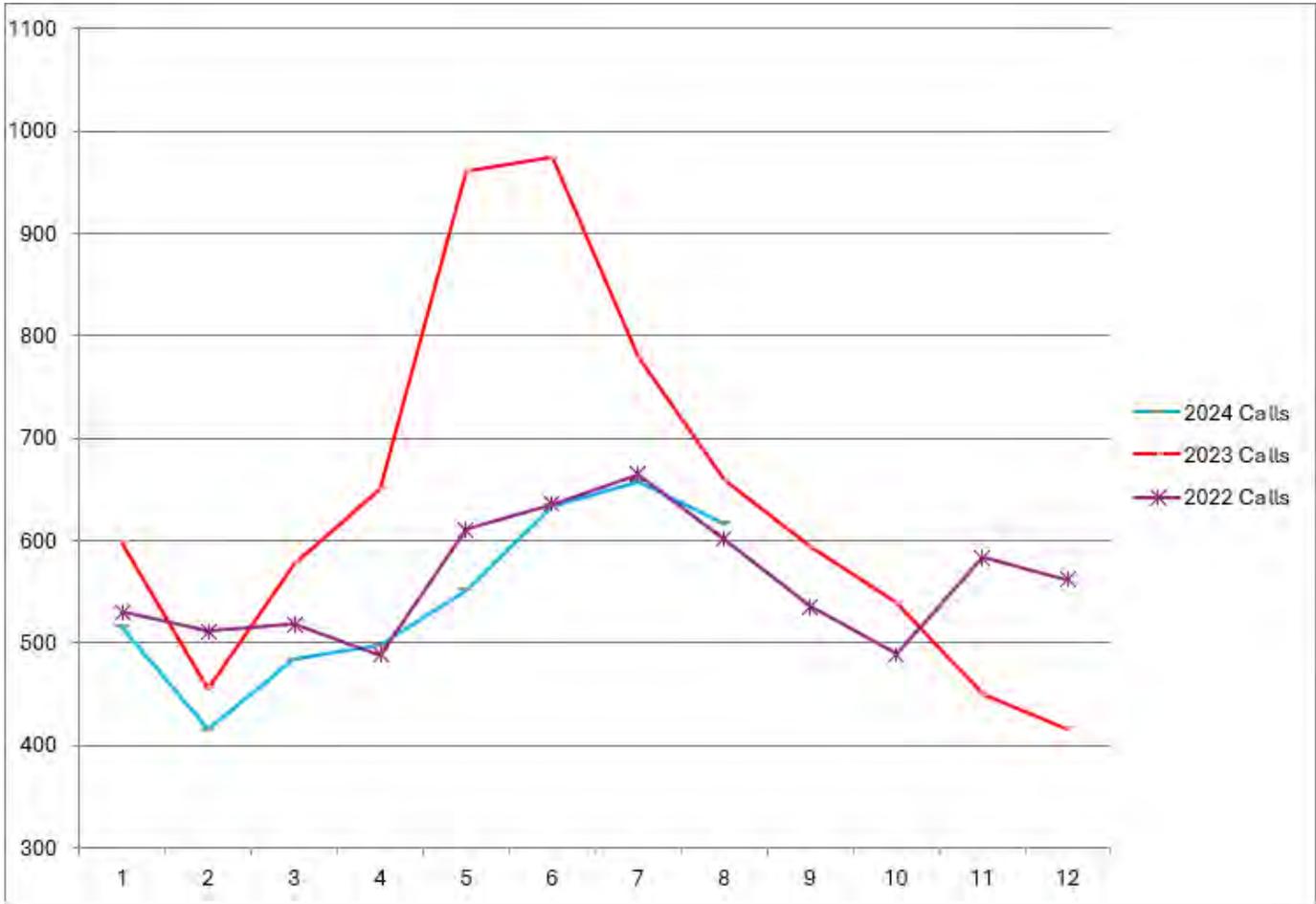
During the month of September, several library staff will have the opportunity to receive extra training and network opportunities through library conferences. Dana was able to attend the conference for the Association for Rural and Small Libraries held in Massachusetts earlier this month. It was the first time she had attended this conference. Dana enjoyed the topics offered as well as the fresh perspectives and shared experiences from small and rural libraries from around the country. Later in the month, Linda, Danita and Lizz will have the opportunity to travel to Aberdeen for the South Dakota Library Association Conference. It will be the first time attending this conference for two of our staff. It is a great opportunity to expand on library training and ideas as well as networking with other library staff throughout the state.

The library will be holding its third annual Costume Swap on October 5 and 6. Gently used costumes and Halloween décor can be dropped off at the library between September 22 and October 4. Individuals who donate items will have first pick of items from 9:00 AM to 10:00 AM on Saturday, October 5. After that, it is open to the public. All items are free. This is a great way to let those Halloween costumes get a little more love by passing them on. Our swaps have been growing in popularity and we anticipate doing a holiday décor swap this year as well.

For more information about our upcoming library events, check out our website at [library.cityofyankton.org](http://library.cityofyankton.org) or follow our Facebook page. Paper calendars are always available at our front desk.

## 9) Information & Technology Services Department Update

On September 19, staff will be appearing before the Yankton County Commission to answer questions regarding the increase in 911 surcharge revenue and the City’s 911 budget request. During 2023, dispatch handled 7,652 emergency calls, 63,878 non-emergency calls and handled 19,822 calls for service. Call volume for 2024 continues to trail behind the record setting 2023 and is very similar to 2022.



## 10) Environmental Services Department Update

Staff recently attended the annual South Dakota Water and Wastewater Conference in Deadwood. The annual conference is put on by the South Dakota section of the American Water Works Association (AWWA), South Dakota Water and Wastewater Association, and the South Dakota Section of the Water Environment Association. The South Dakota AWWA held its annual meeting and election of officers. Kyle was elected to a second year as the Water Utility Council Chair. The Water Utility Chair is responsible to attend the AWWA annual Washington DC “Water Matters” fly in event each spring. AWWA members from each state meet and discuss topics critical to our industry with our congressional leadership.

Kyle will be remotely attending the Dakota Mainstem Board of Directors meeting on September 20. The board will be considering new membership applications including the City of Yankton. The board received new membership applications from 23 utilities from South Dakota, Iowa, Nebraska, and Minnesota. The project is currently in the first phase of completing a feasibility study. At this time, no membership fee is required but will be required in the future.

**11) Monthly Reports**

The Yankton Police Department monthly report is included for your review as well as minutes from the Park Advisory Board Meeting and the Planning Commission Meeting.

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

Sincerely,

Amy Leon  
City Manager

## FINANCE MONTHLY REPORT

ACTIVITY	AUG 2024	AUG 2023	AUG 2024 YTD	AUG 2023 YTD
<b>UTILITY BILLING:</b>				
<b>Water</b>				
Water Sold (in Millions of Gallons)	95,063	87,504	478,441	489,261
Water Billed	\$852,704.74	\$802,794.71	\$4,898,214.99	\$4,984,044.19
Basic Water Fee/Rate per 1000 gal.	\$27.51/6.30	\$27.51/6.30		
Number of Accounts Billed	5,838	5,751	45,122	44,738
Number of Bills Mailed	5,400	5,751	42,600	44,738
<b>Sewer</b>				
Sewer Billed	\$474,788.08	\$425,220.33	\$3,396,145.46	\$3,171,717.72
Basic Sewer Fee/Rate per 1000 gal.	\$23.84/\$6.80	\$17.53/\$6.80		
<b>Solid Waste</b>				
Solid Waste Billed	\$123,515.64	110,738.79	\$979,054.27	\$881,456.52
Basic Solid Waste Fee	\$26.00	\$23.61		
Tax Billed	\$7,631.05	\$6,834.06	\$60,489.40	\$56,349.67
Misc. Billed	\$1,234.34	\$600.00	\$9,544.34	\$10,708.40
<b>Total Utility Billing:</b>	<b>\$1,459,873.85</b>	<b>\$1,346,187.89</b>	<b>\$9,343,448.46</b>	<b>\$9,104,276.50</b>
<b>Adjustment Total:</b>	<b>\$10.00</b>	<b>(\$80.00)</b>	<b>(\$1,254.06)</b>	<b>(\$1,177.60)</b>
Misread Adjustments	\$0.00	\$0.00	\$0.00	\$0.00
Other Adjustments	\$0.00	\$0.00	(\$664.06)	(\$787.60)
Penalty Adjustments OFF	(\$60.00)	(\$100.00)	(\$940.00)	(\$740.00)
Penalty Adjustments ON	\$70.00	\$20.00	\$350.00	\$350.00
Delinquent Notices	388	404	3,274	3,062
Doorknockers	175	158	1,332	1,128
Delinquent Notice Penalties	\$3,880.00	\$4,040.00	\$32,740.00	\$30,620.00
Doorknocker Penalties	\$1,750.00	\$1,580.00	\$13,320.00	\$11,280.00
<b>Other Office Functions:</b>				
Interest Income	\$281,609.33	\$237,401.29	\$2,034,708.66	\$1,802,528.62
Interest Rate-Checking Account	5.74%	5.47%		
Interest Rate-CDs	N/A	N/A		
# of Monthly Vendor Checks	141	137		
Payments Issued to Vendors	\$3,981,715.92	\$4,257,938.85	\$23,229,991.40	\$25,877,032.37
# of Employees on Payroll	313	302		
Monthly Payroll	\$1,065,108.14	\$653,716.06	\$5,634,545.42	\$4,962,111.82

**Parks and Recreation Department**

**August 2024 – Completed Adult Coed Softball & Sand Volleyball Leagues**

- **2024 COED Softball**
  - Participants – 13 Teams (14 teams in 2023)
  - Revenue - \$4,225.00
  - Expenses - \$3,378.00 (Umpires - \$2,808.00 + Trophies - \$270.00 +Balls - \$600.00)
  - Profit - \$547.00
- **2024 Coed Sand Volleyball**
  - Participants – 14 teams (16 teams in 2023)
  - Revenue - \$4,200.00
  - Expenses - \$2,851.50 (Officials - \$2,314.00 + T-Shirts - \$537.50)
  - Profit - \$1348.50
- **2024 Women’s Sand Volleyball**
  - Participants – 11 teams (12 teams in 2023)
  - Revenue - \$3,300.00
  - Expenses - \$2,513.50 (Officials - \$1,976.00 + T-Shirts - \$537.50)
  - Profit - \$786.50

**Monday, September 2, 2024**

**SAC Closed – Labor Day Holiday**

**Tuesday, September 3, 2024**

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

**Monday, September 9, 2024**

- **SAC Pool water dumped for Cleaning and Maintenance**
- **SAC Pool Slide getting soda blasted and repainted.**
- **Re-open Pool on Thursday, September 19, 2024.**

**Saturday, September 7, 2024**

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

***Additional Information for First Half of September:***

- **Aqua Zumba**
  - Participation – 24 Participants
- **Have A Ball**
  - Participation – 9 Participants
- **Power Abs**
  - Participation – 51 Participants
- **Power Yoga**
  - Participation – 11 Participants
- **Prime Time Senior Class**
  - Participation – 36 Participants
- **Step Aerobics**
  - Participation – 8 Participants
- **Strength & Flexibility**
  - Participation – 47 Participants
- **Tabata**
  - Participation – 51 Participants
- **Trim & Tone**
  - Participation – 26 Participants
- **Wake UP**
  - Participation – 9 Participants
- **Water Aerobics Classes**
  - Participation – 51 Participants
- **Yoga**
  - Participation – 11 Participants
- **Zumba**
  - Participation – 20 Participants
- **Zumba Gold**
  - Participation – 50 Participants
- **Birthday Party Rentals**
  - Participation – 0 Birthday Parties
  - Revenue - \$0.00

- **Private Pool Party Rentals**
  - Hours Rented – 0 Hours
  - Revenue - \$0.00
  
- **Auxiliary/Main Gym Rentals**
  - Hours Rented – 2 Hours
  - Revenue - \$60.00
  
- **Theater Rentals**
  - Hours Rented – 8 Hours
  - Revenue – \$0.00
  
- **Meeting Rooms**
  - Hours Rented – 0 Hours
  - Revenue - \$0.00
  
- **City Hall Rentals**
  - Hours Rented – 0 Hours
  - Revenue – \$0.00
  
- **Capital Building Rentals**
  - Days Rented – 7 dates
  - Revenue - \$700.00
  
- **Park Shelters**
  - Riverside - 9 Rentals
  - Memorial – 3 Rentals
  - Westside – 3 Rental
  - Meridian Bridge – 0 Rental
  
- **PSA's, Advertisements, and Flyers created:**
  - Fall Hours at the SAC
  - Rates Brochure
  - Rate structure and changes
  - Open Gyms Daily
  - Fitness Classes at the SAC
  - SAC Red Cross Adult Swim Lessons
  - Summit Activities Center Pool Closure

- **Summit Activities Center Membership Information:**

	Members			Memberships
	Current	Last	Change	Current
○ Active & Fit/Renew Active/Silver Sneakers	218	214	4	218
○ Adult Annual	73	76	-3	73
○ Adult Annual plus 1	50	50	0	25
○ Adult Annual plus 2	15	15	0	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	19	20	-1	19
○ Adult EFT plus 1	26	28	-2	13
○ Adult EFT plus 2	6	6	0	2
○ 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	89	87	2	89
○ Adult Monthly plus 1	36	36	0	18
○ Adult Monthly plus 2	21	12	9	7
○ Adult Monthly plus 3	0	0	0	0
○ Adult Monthly plus 4	0	0	0	0
○ Adult Monthly plus 5	0	0	0	0
○ Adult Monthly plus 6	0	0	0	0
○ City of Yankton Single	64	65	-1	64
○ Firefighter Single	18	18	0	18
○ 10 Use Punch card	69	67	2	69
○ Radio	35	35	0	35
○ Youth Annual	30	30	0	30
○ Youth EFT	0	0	0	0
○ Youth Monthly	45	48	-3	45
<b>Total # of Active Memberships</b>	<b>843</b>	<b>836</b>	<b>7</b>	<b>736</b>

- **Attendance – 2,472 (1,663 SAC, 809 GL) compared to 2,266 (1,574 SAC, 692 GL) in 2023**
- **New Members Joined/Renewals Between 9/1-15/24 – 114 compared to 69 in 2023**
- **Total Cash Revenue at the SAC 9/1-15/24 – \$14,484.30 compared to \$6,951.04 in 2023**

## **Parks**

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

The parks staff has and will move bleachers, benches, goals, trash cans, and other items for youth soccer and other events which will be taking place in Yankton on the weekends in the fall.

Yankton Bucks and Gazelles Youth Singers program began for the fall session on September 15.

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

Luke has started to plan for the 2024 Holiday Festival of Lights.

The Parks Department will work with the Yankton Youth Soccer Association to have all the items they need from the City delivered prior to their tournament on September 21-22.



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Commission Report - Adult Citations

Printed on September 17, 2024

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## Charges

**Aggravated Assault Total: 1**

**Aggravated Assault Domestic Total: 1**

**Animals Running at Large Total: 2**

**Careless Driving Total: 1**

**Contempt Total: 1**

**Contempt; DUI Total: 2**

**Cracked or broken glass prohibited Total: 1**

**Criminal trespass--Violation as misdemeanor Total: 1**

**Cut or worn tire; Left turning vehicle Total: 1**

**Disorderly Conduct Total: 1**

**Display of plates Total: 8**

**Display of plates; Expired Tags; One-way glass, adhesive film, or other glaze in windshield or front side Total: 1**

**Driver Enhancement-Drug Total: 1**

**Driver Enhancement-Drug; Possession of Drug Paraphernalia (M2); Possession Controlled Substance in Schedules I or II Total: 1**

**Driver Enhancement-Drug; Possession of Marijuana 2 Ounces or Less (M1) Total: 1**

**Driving Without Headlights Total: 3**

**Charges**

**Driving with Revoked License Total: 2**

**Driving with Revoked License; DUI 3rd Offense Total: 1**

**Driving with Suspended License Total: 22**

**DUI Total: 7**

**DUI 2nd Offense Total: 2**

**DUI; Possession of Drug Paraphernalia (M2); Possession Controlled Substance in Schedules I or II Total: 1**

**Entering or leaving from Missouri River Total: 1**

**Entering or refusing to leave property after notice (M2); Intentional Damage to Property \$400 or Less 3rd Degree Vandalism; Intentional Damage to Property \$1000-\$100,000 1st Degree Vandalism Total: 1**

**Entering or refusing to leave property after notice, Order defied (M1) Total: 4**

**Entering or refusing to leave property after notice, Order defied (M1); Threatening Law Enforcement Officer or Family; Entering or refusing to leave property after notice, Order defied (M1) Total: 1**

**Entering or refusing to leave property after notice, Order defied (M1); Threatening Law Enforcement Officer or Family; Entering or refusing to leave property after notice, Order defied (M1); Entering or refusing to leave property after notice, Order defied (M1) Total: 1**

**Exhibition driving Total: 2**

**Expired Tags Total: 14**

**Expired Tags; Speeding Total: 1**

**Failure to Obey Traffic Signal Total: 1**

**Failure to Yield Right of Way from Driveway or Alley; Driving with Canceled License (Unlicensed) Total: 1**

**Felony Hit and Run - Injury Accident Total: 1**

**Charges**

**Following too closely Total: 2**

**Glass impairing operator's vision prohibited Total: 1**

**Grand Theft Vehicle Total: 1**

**Headlamps Required Total: 12**

**Headlamps Required; Rear license plate illumination Total: 1**

**Illegal Exhaust Total: 2**

**Illegal Exhaust; Turning from wrong lane prohibited--Turn signal required--Violation as misdemeanor Total: 1**

**Illegal U turn Total: 1**

**Intentional Damage to Property \$1000-\$100,000 1st Degree Vandalism Total: 1**

**Lane Driving Total: 6**

**Lane Driving ; Speeding Total: 1**

**Left turning vehicle Total: 5**

**Left turning vehicle; Lane Driving Total: 1**

**Left-turning vehicles--Right of way of oncoming vehicle Total: 2**

**Maintenance of Financial Responsibility Total: 9**

**Maintenance of Financial Responsibility; Display of plates Total: 1**

**Maintenance of Financial Responsibility; Driving with Suspended License Total: 5**

**Maintenance of Financial Responsibility; Expired Tags; Substitution of license plates Total: 1**

**Maintenance of Financial Responsibility; Speeding; Unlicensed Driver Total: 1**

**Open Container in a Motor Vehicle; DUI 2nd Offense Total: 1**

**Charges**

**Open Container in a Motor Vehicle; DUI 2nd Offense; Speeding Total: 1**

**Open Container in a Motor Vehicle; Purchase, Possession, Consumption of Alcohol by Minor Total: 1**

**Open Containers Total: 2**

**Parking in Violation of Signs or Markings Total: 1**

**Parking Maximum Time Period Total: 1**

**Petty Theft 2nd Degree Total: 4**

**Petty Theft all others less than \$400 Total: 1**

**Possession Controlled Substance in Schedules I or II; Manuf/distr/poss Drugs Sched I or II Total: 1**

**Possession of Drug Paraphernalia (M2) Total: 2**

**Possession of Drug Paraphernalia (M2); Driver Enhancement-Drug; DUI 2nd Offense Total: 1**

**Possession of Drug Paraphernalia (M2); Driver Enhancement-Drug; Possession Controlled Substance in Schedules I or II Total: 1**

**Possession of Drug Paraphernalia (M2); Keeping place for use or sale of Controlled substance; Possession Controlled Substance in Schedules I or II Total: 1**

**Possession of Drug Paraphernalia (M2); Possession Controlled Substance in Schedules I or II Total: 2**

**Possession of Tobacco by a minor Total: 1**

**Purchase, Possession, Consumption of Alcohol by Minor Total: 2**

**Purchase, Possession, Consumption of Alcohol by Minor; DUI Total: 1**

**Rear Lamps Required Total: 6**

**Rear Lamps Required; Stop Lamps Required Total: 1**

**Rear license plate illumintion Total: 13**

**Charges**

**Rear license plate illumintion; Headlamps Required Total: 1**

**Replacement with material other than safety glass Total: 1**

**Right-turning vehicle required to keep right Total: 3**

**Simple Assault Domestic Total: 7**

**Speeding Total: 88**

**Speeding; Possession of Drug Paraphernalia (M2) Total: 1**

**Speeding; Unlicensed Driver Total: 2**

**Speed Limit in School Zones Total: 1**

**Stop From Driveway before Entering Roadway Total: 1**

**Stop Lamps Required Total: 12**

**Stop Lamps Required; Maintenance of Financial Responsibility Total: 1**

**Stop Lamps Required; Speeding Total: 1**

**Stop Lamps Required; Turn Signal Req./Visability Total: 1**

**Stop Sign Violation Total: 11**

**Stop Sign Violation; Right-turning vehicle required to keep right; Expired Tags Total: 1**

**Tampering with or unlawful operation of boat as misdemeanor Total: 1**

**Tobacco violations under 21 Total: 1**

**Tobacco violations under 21; Purchase, Possession, Consumption of Alcohol by Minor Total: 1**

**Tobacco violations under 21; Tobacco violations under 21; Tobacco violations under 21; Tobacco violations under 21; Tobacco violations under 21 Total: 1**

**Turning from wrong lane prohibited--Turn signal required--Violation as misdemeanor Total: 10**

**Charges**

**Turning from wrong lane prohibited--Turn signal required--Violation as misdemeanor; Rear license plate illumination Total: 1**

**Turn Signal Req./Visibility Total: 1**

**Unauthorized Ingestion of Controlled Drug or Substance Total: 1**

**Unlicensed Driver Total: 16**

**Unlicensed Driver; Speeding Total: 1**

**Use of Seatbelt Total: 3**

**Vehicles blocking traffic; wrecked vehicles; unlicensed vehicles; removal at anytime Total: 1**

**Violation No Contact; Interruption of communication Misd.; Aggravated Assault Domestic Total: 1**

**Violation of Protection Order Misdemeanor Total: 1**

**Total Records: 360**



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Commission Report - Adult Arrests

Printed on September 17, 2024

Offense	Totals	
Aggravated Assault	1	1
Aggravated Assault Domestic	1	1
Arrest Warrant	7	7
Bench Warrant Breach of conditions	7	7
Bench Warrant, Failure to Appear	8	8
Contempt	3	3
Disorderly Conduct	1	1
Display Alter or Fictitious ID Card	1	1
Driver Enhancement-Drug	3	3
Driving with Revoked License	3	3
Driving with Suspended License	1	1
DUI	12	12
DUI 2nd Offense	5	5
DUI 3rd Offense	1	1
Entering or refusing to leave property after notice (M2)	1	1
Entering or refusing to leave property after notice, Order defied (M1)	6	6
Felony Hit and Run - Injury Accident	1	1
Felony Warrant	2	2
Grand Theft Vehicle	1	1
Intentional Damage to Property \$1000-\$100,000 1st Degree Vandalism	2	2
Intentional Damage to Property \$400 or Less 3rd Degree Vandalism	1	1
Manuf/distr/poss Drugs Sched I or II	1	1
Open Container in a Motor Vehicle	1	1
Possession Controlled Substance in Schedules I or II	6	6
Possession of Drug Paraphernalia (M2)	4	4
Possession of Marijuana 2 Ounces or Less (M1)	1	1
Prisoner Parole/Prob. Violation	6	6
Probation Detainer-Court Services	3	3
Probation Violation	2	2
Simple Assault Domestic	5	5
Speeding	1	1
Substitution of license plates	1	1
Tampering with or unlawful operation of boat as misdemeanor	1	1
Threatening Law Enforcement Officer or Family	1	1
Unauthorized Ingestion of Controlled Drug or Substance	1	1
Violation of Protection Order Misdemeanor	1	1
<b>Totals</b>	<b>103</b>	<b>103</b>



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Commission Report - Juvenile Citations

Printed on September 17, 2024

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## Charges

**Careless Driving Total: 1**

**Curfew Total: 2**

**Display of plates Total: 1**

**Disturbance of School Total: 1**

**Exhibition driving Total: 1**

**Following too closely Total: 1**

**Operator to assure pass 5-17 are wearing seat belts; Speeding Total: 1**

**Possession of Tobacco by a minor Total: 3**

**Purchase, Possession, Consumption of Alcohol by Minor Total: 2**

**Purchase, Possession, Consumption of Alcohol by Minor; Possession of Tobacco by a minor; DUI Total: 1**

**Right-of-way at intersection Total: 1**

**Runaway Total: 2**

**Speeding Total: 5**

**Total Records: 22**



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Commission Report - Juvenile Arrests

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Offense	Totals	
DUI	1	1
Probation Detainer-Court Services	1	1
<b>Totals</b>	<b>2</b>	<b>2</b>



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Animals Impounded

Printed on September 17, 2024

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<b>CFS Date/Time</b>	<b>Animal Breed</b>
<b>08/08/24 19:22:34 Total: 1</b>	<b>Poodle</b>
<b>08/09/24 07:09:17 Total: 2</b>	<b>Boxer Mix</b>
	<b>Poodle Mix</b>
<b>08/10/24 12:58:10 Total: 1</b>	<b>Domestic Kitten</b>
<b>08/12/24 11:58:46 Total: 1</b>	<b>Lab Mix</b>
<b>08/12/24 15:39:29 Total: 1</b>	<b>Domestic Cat</b>
<b>08/13/24 19:06:27 Total: 1</b>	<b>Border Collie Mix</b>
<b>08/15/24 15:07:53 Total: 1</b>	<b>Dog</b>
<b>08/17/24 16:08:03 Total: 1</b>	<b>Pitbull Mix</b>
<b>08/21/24 13:50:53 Total: 1</b>	<b>Poodle Mix</b>
<b>08/23/24 10:41:05 Total: 1</b>	<b>Domestic Cat</b>
<b>08/26/24 15:06:39 Total: 1</b>	<b>Dog</b>
<b>08/27/24 13:32:10 Total: 1</b>	<b>Domestic Cat</b>
<b>08/28/24 09:45:35 Total: 1</b>	<b>Dachshund mix</b>

**CFS Date/Time      Animal Breed**

**08/28/24 19:15:47 Total: 1**  
Chihuahau Mix

**08/28/24 21:48:07 Total: 1**  
Pitbull Mix

**08/29/24 08:16:59 Total: 1**  
German Shepard Mix

**08/29/24 08:43:35 Total: 1**  
Dog

**08/30/24 17:12:10 Total: 1**  
Chihuahau Mix

**08/31/24 11:05:28 Total: 1**  
Corgy

**08/31/24 11:22:58 Total: 1**  
Husky Mix

**08/31/24 19:33:17 Total: 1**  
Lab

**Total Records: 22**



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

**MINUTES**  
**YANKTON PARK ADVISORY BOARD**  
**Monday, July 15, 2024, 5:30PM, in the Community Room**  
**CMTEA Building, 1200 W. 21<sup>st</sup> Street**

**I. ROUTINE BUSINESS**

Roll Call:

Present: Jason Tellus, Brian Bertsch, Cody Kneifl, Elizabeth Healy, and City Commissioner Brian Hunhoff.

Absent: Jeannine Economy-List, and Tom Bixler.

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

Public Appearances: Jake Hoffner.

Althea Higgins was to discuss tree removal in front of old post office building at 335 Walnut St. She did not attend. The Board still discussed if the tree could be removed. The Board is against removing the tree at this time.

Minutes: May 20, 2024 minutes approved. Tellus motioned. Bertsch second. Motion passed 4-0.

**II. OLD BUSINESS**

A. The Westside Park Pond Project: A synthetic liner was installed and is holding water. There is a punch-list of some items that need to be taken care of by the contractor. The artesian well is flowing water into the pond. An Avera Sacred Heart donation plaque will be installed next to the rock area on the south side of the bridge landing on the island. SD Game, Fish, and Parks will be contacted about stocking the pond with fish in the spring of 2025. The Parks Staff is watering areas around the pond and on the island to establish the grass and the new landscaping plantings.

B. Westside Park Pickle Ball court conversion – Midwest Striping is a local company and has provided the low bid to grind the courts and then paint the courts. They plan to start the grinding work the week of July 22. Michael’s Fencing, from Sioux Falls, was the low-bidder for fencing and they have a tentative date to install fencing the last week of July or the first week of August. Once the fences are installed, Midwest Striping will paint the courts. Then installation of net posts with nets. Utilizing the priority list of items discussed at the public meeting remaining project funds will be used to complete other items. We have until June 20, 2026, to have the work completed that was a part of the grant application (fencing, net posts, nets, painting).

Jake Hoffner was present to thank the Parks Advisory Board and the City of Yankton for the support of pickleball in Yankton. He also thanked everyone for the project to convert the two tennis courts in Westside Park to six pickleball courts. The Yankton Area Pickleball group (YAPpers) is excited for the courts to be finished in Westside Park.



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### III. NEW BUSINESS

- A. Elect board chair for 2024-2025. Jason Tellus nominates Elizabeth Healy. Brian Bertsch second. Motion passed 4-0.
- B. City Manager Amy Leon presented the proposed 2025 Capital Improvement Plan (CIP). The CIP documents presented to the City Commission on Monday, June 10, was used. Amy specifically talked about replacing play equipment in parks and the tentative plans for that in each of the years in this five-year CIP. She also discussed the Riverside Park amphitheater and the issue with having railings for the two middle section of stairs to help with people's ability to go up and down while being able to hold on and balance with railings. There was also discussion about what a food tax change could mean for the community with a lot of unknowns at this point. The Meridian Bridge and its future was also discussed, including inspections, costs for inspections, and ultimately what costs could be to keep the structure maintained and usable for pedestrian traffic.
- C. Discussed removal of a tree at 220 west 3<sup>rd</sup> St. The City should have discussions with new property owners about the tree and if they are in agreement then the tree can come down. It is a very mature tree, in a small tree pit, and the roots of the tree are causing sidewalk panels around the area to heave and create safety issues for the traveling public. The tree is also old enough that it has a lot of branches growing into the buildings since the tree pit is so close to the buildings.
- D. Meridian Bridge's Centennial Celebrations. There are some smaller events that will take place through the remainder of the summer. The big planning effort now begins for the official Bridge Opening Centennial date of October 12. Comments were made about the drone show on the 5<sup>th</sup> of July and how it was well received by the public. The only complaints about the event that board members had heard was that the vendors ran out of food and the lines were very long for the food options. The City of Yankton and the Park Advisory Board wanted to say thanks to Nick and Meg Severson for helping out with the event on Friday evening.

### IV. OTHER BUSINESS

- A. General discussion items.
  - Commission information Memorandums (4 CIMs).
  - Other completed work projects for the department are noted in the CIMs.
  - Next Meeting: Monday, September 16, 2024.

### V. ADJOURN

Bertsch motioned, Tellus second. Motion carried 4-0.



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MINUTES NOT YET APPROVED

**MINUTES**  
**YANKTON PARK ADVISORY BOARD**  
**Monday, September 16, 2024, 5:30PM, in the Community Room**  
**CMTEA Building, 1200 W. 21<sup>st</sup> Street**

**I. ROUTINE BUSINESS**

Roll Call:

Present: Jeannine Economy-List, Brian Bertsch, Elizabeth Healy, and City Commissioner Brian Hunhoff.

Absent: Jason Tellus, Cody Kneifl and Tom Bixler.

Also present City Manager Amy Leon, and Parks Office Manager Chasity McHenry.

Public Appearances: None.

Minutes: July 15, 2024 minutes approved. Economy-List motioned. Bertsch second. Motion passed 3-0.

**II. OLD BUSINESS**

- A. The Westside Park Pickleball court conversion: Midwest Stripping is sourcing the product used for filling cracks in courts. A modification was made to court paint colors due to availability/supply chain issues. These issues and other work have delayed the start date. We still expect work to occur this fall. We ask members of the public do not call vendors of the City to inquire about the timelines. Michael's Fencing installed the fencing. Posts and nets will still have to be installed. We have the wind screens. City staff will likely be utilized to build the open-air shelter near the courts. Utilizing the priority list of items discussed at the public meeting, remaining project funds will be used to complete other items. We have until June 30, 2026 to have the work completed (fencing, net posts, nets, painting), all part of the grant application.
- B. Review of the summer season including The Huether Family Aquatics Center, Music at the Meridian and other events. At the HFAC there had been a few rainy days during the season but daily passes were up from last year. There was a total of 3,282 season passes sold this year vs. last year with 3,640 passes. There was a lot of success with the July 4<sup>th</sup> and 5<sup>th</sup> events. Many comments of having the same kind of event in 2025 but as the Nation's 250<sup>th</sup> is in 2026, there are thoughts of having a bigger event then, and having a standard event next year. There have been many positive comments on the flowers and landscapes downtown. Parks is advertising for part-time help in the fall season as they are a bit short on staff with workers on vacation or dealing with family emergencies.

**III. NEW BUSINESS**

- A. Garrett Haas presented his Eagle Scout Project. He would like to do his Eagle project at the outdoor rink at Sertoma Park, making some hockey benches to be used by anyone. They would be located on either side of the entrance to the rink. Garrett is hoping to get the



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

concrete poured before winter hits and then completing the project by June 2025. Park Advisory Board makes a motion to pass project on to City Commission to start as soon as there is funding and materials. Brian Bertsch motioned. Jeannine Economy-List second. Motion passes 3-0.

- B. Fall maintenance and end of season activities, projects that Parks staff anticipates completing, and winter activities were discussed. Parks is working on bleachers at Riverside Baseball. Also looking into installing a rail at the amphitheater. There have been comments on Westside Park pond. The pond is not leaking. It is a combination of evaporation and lack of water from the well. There has also been concern about the lack of fish in the pond. The pond is set to get fish in the spring of 2025. Luke Youmans is working on the Parade of Lights. A couple of things the department will be looking into is the rates that are assigned to the park shelters and the rates at the cemetery. Parks is also looking to getting the holiday décor up before Thanksgiving.
- C. Meridian Bridge's Centennial Celebrations: The Parks Department would like to ask the Park Advisory Committee for their help in promotion the Centennial Celebration of the Bridge. Luke Youmans is very busy on working on planning the Meridian Bridge Birthday Block Party to be held from 1:00-5:00 PM on October 12.

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

- A. General discussion items.
  - Commission information Memorandums (4 CIMs).
  - Other completed work projects for the department are noted in the CIMs.
  - Next Meeting: Monday, November 18, 2024.

#### **V. ADJOURN**

Economy-List motioned, Bertsch second. Motion carried 3-0.

**CITY of YANKTON**  
**PLANNING COMMISSION MEETING MINUTES**  
**for**  
**September 9, 2024**

Chairwoman Specht called the meeting to order at 5:30 PM.

**ROLL CALL:**

Present: Peterson, Bertsch, Oster, Mooney, City Commission Liaison Carda, and Chairwoman Specht.

The arrival time of Sime at 5:34 PM as noted in minutes.

Unable to attend: Erickson, Kraft, Wenande.

Chairwoman Specht acknowledged public appearances. Emily Larson

**MINUTES – August 12, 2024**

24-24 **MOTION** - It was moved by Commissioner Oster and seconded by Commissioner Bertsch to approve the minutes from August 12, 2024.

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

**MOTION – PASSED**

**CONSENT ITEMS:**

None.

Arrival of Commissioner Sime 5:34 PM

**OLD BUSINESS:**

1. Public hearing to consider a rezoning from A-1 Agricultural to R-3 Two Family Residential on 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 containing 27.61 acres more or less. Location, northwest of the 1700 Block of West 25th Street. Yankton Thrive, Inc., owner.

It was noted by Chairwoman Specht to strike I-1 Industrial to B-2 Highway Business from the agenda item. Mr. Mingo agreed that was a typo and should not be included.

Mr. Mingo gave an overview of the consideration of rezoning to the Planning Commission.

Chairwoman Specht inquired about including the strip of red zoning within the A-1 zoning. Dave stated, yes that strip is included.

Emily Larson, of 2517 Trevor Avenue, was present at the public meeting and asked about the purpose of the green area. Mr. Mingo explained that it would serve as a detention pond. It would have water in it during heavy rain events and then slowly drain within a few hours. It would be a green grassy area most of the time. He also mentioned that the association would maintain the pond.

24-25 **MOTION** - It was moved by Commissioner Bertsch and seconded by Commissioner Peterson to recommend approval of a rezoning from A-1 Agricultural to R-3 Two Family Residential of Law Addition.

**ROLLCALL VOTE:** Voting Aye – Mooney, Bertsch, Sime, Oster, Peterson. Voting “Nay” – none.

Voting to “Abstain” – Chairwoman Specht.

**MOTION – PASSED**

**NEW BUSINESS:**

1. Plat review of Lots 1–12 of Block 1; Lots 1–11 of Block 2; Lots 1–6 of Block 3; Lots 1– 19 and Outlot 1 of Block 4; Lots 1–18 of Block 5; Lots 1-6 and Outlot 2 of Block 6, Lot 1 of Block 7; Lots 1-15 of Block 8; and Lot 1 of Block 9 of Garden Estates Addition to the City of Yankton. (a portion of Tract 2 of Law Addition, all of Tract 3 of Law Addition in the N 1/2 of the SE1/4 of Section 2, in Township 93 North, Range 56 West of the 5th P.M., City and County of Yankton, South Dakota recorded in Book S21, Page 091.

Chairwoman Specht inquired about the availability of these lots for purchase by individuals and contractors. Mr. Mingo clarified that the area is open for single-family and duplex construction. Thrive intends to release sets of lots to both developers and individuals and as part of the plan they described when going through the Tax Increment Finance process. There are rent caps in place and price caps based on South Dakota first-time home buyer’s rates.

Chairwoman Specht inquired whether this area would be included in the current HOA. Mr. Mingo clarified that it would not be, as it's a different developer. Chairwoman Specht also asked about the potential development of additional access points apart from the current ones. Mr. Mingo explained that in the short term, there wouldn't be any additional access points, but as development occurs, the creation of access points to the south would become available.

Commissioner Oster inquired whether the area is situated in a flood plain and if there are any FEMA concerns. Mr. Mingo mentioned that the area is outside of the flood plain and has higher elevations. Commissioner Oster also inquired about the street space standards for the development. Mr. Mingo stated that it would be the standard 36ft wide pavement in 66 feet wide right of way to allow parking on both sides and two lanes of traffic flow.

24-26 **MOTION** - It was moved by Commissioner Oster and seconded by Commissioner Mooney to recommend approval of the plat of Garden Estates to the City Commission contingent upon the prerequisite approval of the rezoning.

**ROLLCALL VOTE:** Voting Aye –Bertsch, Sime, Oster, Peterson, Mooney. Voting “Nay” – none.

Voting to “Abstain” – Chairwoman Specht.

**MOTION – PASSED**

2. Consider changing the date of the October 14th Planning Commission meeting. The date did not change.

**OTHER BUSINESS:**

August 2024 Building Report review. Mr. Mingo reviewed the August Building Permit Report.

Commissioner Bertsch inquired about the groundbreaking for Bluestem. Mr. Mingo mentioned it could happen in the next few weeks.

Commissioner Oster asked how many Bluestem units. Mr. Mingo stated 70 units. Commissioner Oster also asked about what YMC building was being demolished. Mr. Mingo stated it is the shed north of the parking lot to create more parking lot space. Commissioner Oster mentioned a spelling typo in the Building Report.

Commissioner Bertsch inquired about the pending permits listed. Mr. Mingo explained that the plan reviews have been completed, but the permits are awaiting potential land transactions. The permit has been entered into the system but is not yet ready to be fully issued.

**ADJOURNMENT:**

24-27 **MOTION** – It was moved by Commissioner Peterson and seconded by Commissioner Oster to adjourn at 5:51 PM.

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

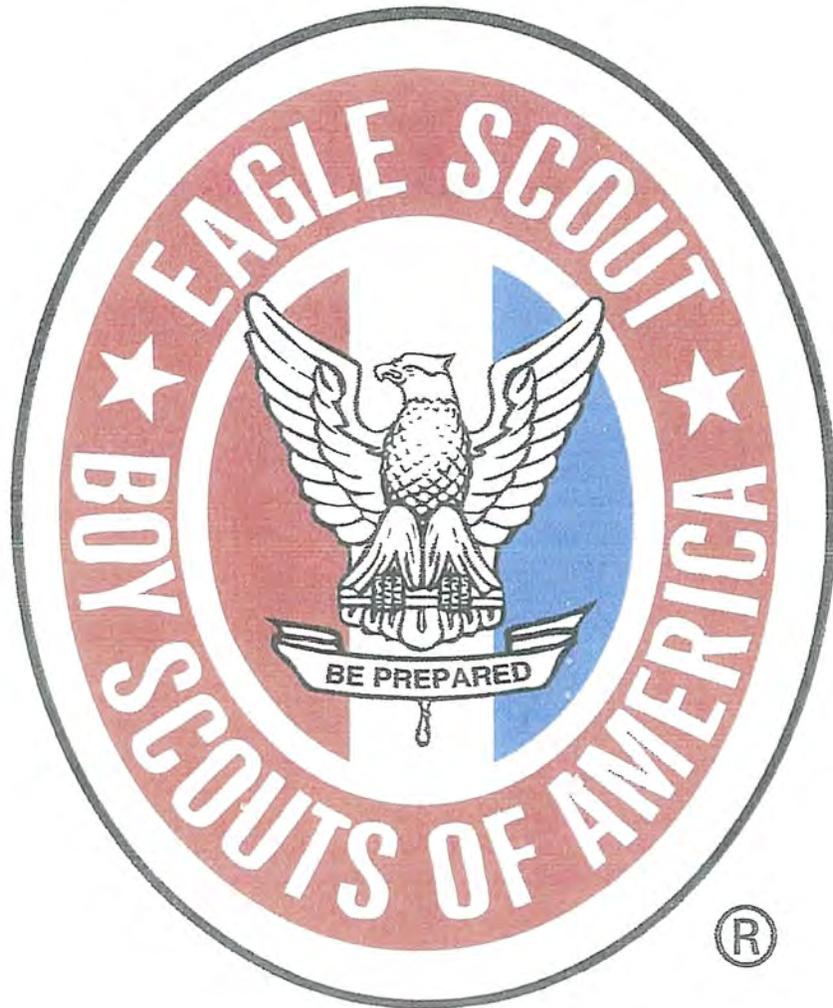
**MOTION - PASSED**

Respectfully submitted,



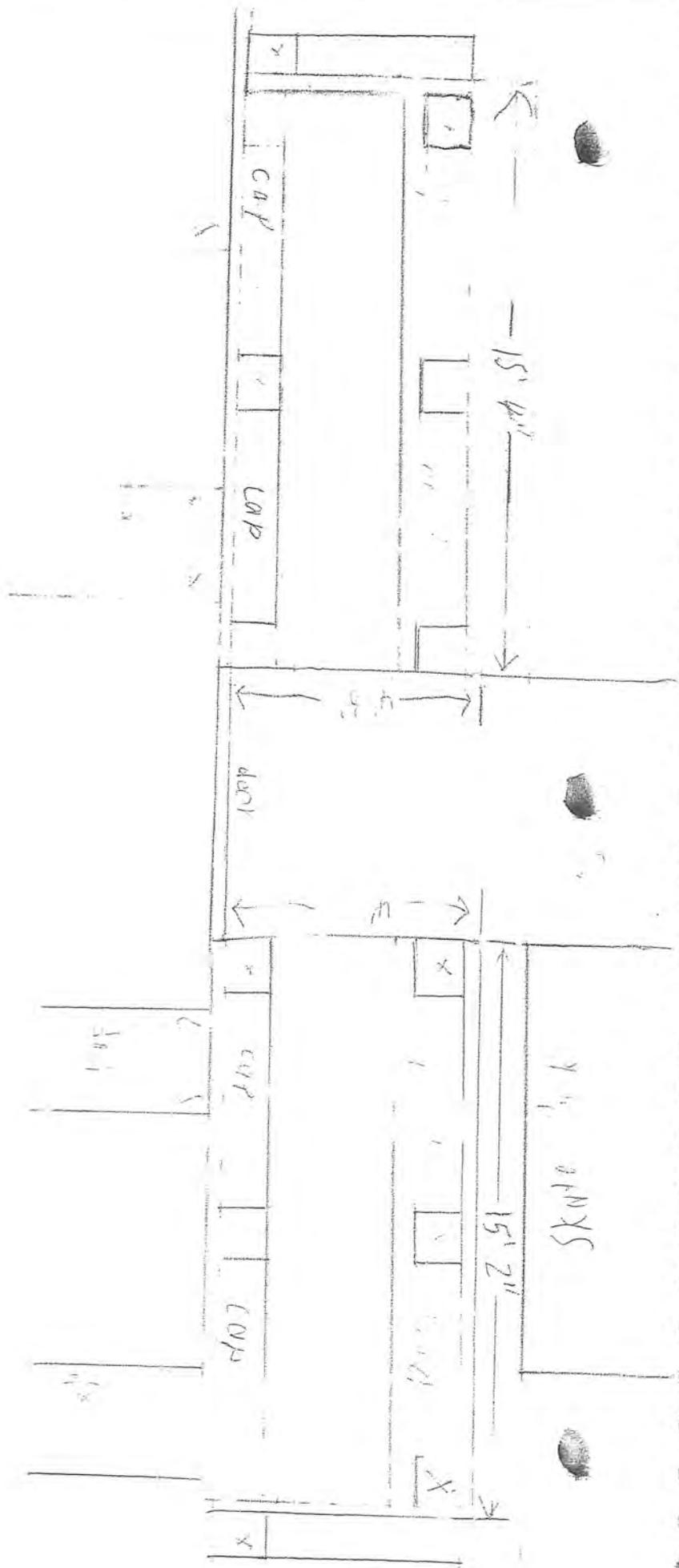
Dave Mingo, Secretary

# Eagle Scout Project Presentation

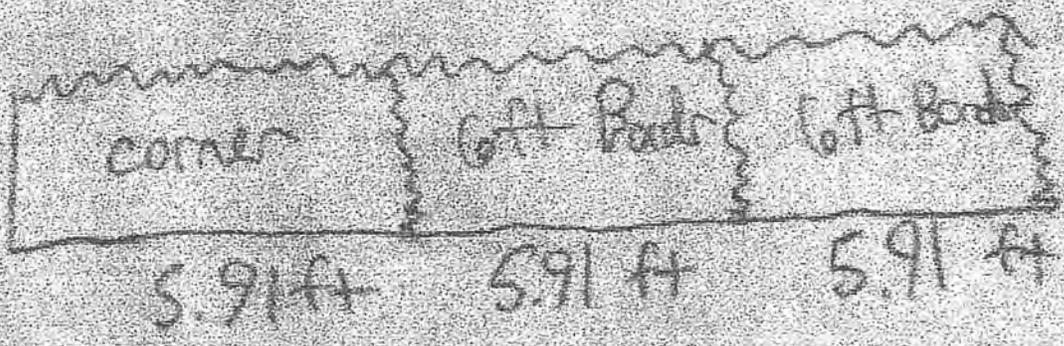


By Garrett Haas





89 ft



corner

6ft Boards

6ft Boards

5.91 ft

5.91 ft

5.91 ft

Bill To:

Ship To:

, US  
 Phone: 605-660-2853  
 Fax:

Astec Industries  
 Terry Haas

605-660-2853

Qty	SKU Number	Item Name	Unit Price	Shipping	Ext. Price
4	EM1440	Horse Stall Interlocking 6 Ft. Border Mat Cobblestone 3/4 Inch x 4x6 Ft.	74.48 You Saved: 19%	0.00	297.92
2	EM1410	Horse Stall Interlocking Left Corner Mat Cobblestone 3/4 Inch x 4x6 Ft.	74.48 You Saved: 19%	320.65	148.96

Shipping Info

Freight delivery to a business with notify. Customer unloads material off truck. Please review our shipping disclaimer.

Subtotal	446.88
Shipping	320.65
Tax	47.59
Total	815.12

Please review our \_\_\_\_\_ and \_\_\_\_\_.

Shipping time is estimated. If you have a deadline or event date, please ensure that you allow sufficient time between placing your order and the deadline.

We appreciate the opportunity to quote this product for you. Please contact me with any questions or concerns.

Thank you,  
**Eric**  
 877-822-6622 x115

Items	Estimates
Concrete	\$225.00
Fence Materials	\$1,062.00
4" Barn Door Hinges	\$96.00
Composite Decking Boards	\$410.88
2x4 greentreated boards	\$87.00
Rubber Flooring	\$815.12
Rebar Ties Etc.	\$69.36
	\$2,765.36

## *Second Reading and Public Hearing*

### MEMORANDUM #24-197

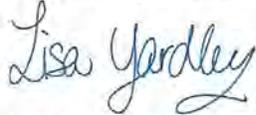
To: Yankton City Commission  
From: Lisa Yardley, Finance Officer  
Date: September 11, 2024  
Re: Ordinance #1083 – An Ordinance for the Proposed 2025 Budget

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The proposed Ordinance #1083 is to appropriate monies for defraying the necessary expenses and liabilities of the City of Yankton, South Dakota for the fiscal year beginning January 1, 2025 and ending December 31, 2025, and providing for the levy of annual taxes for all funds created by ordinance within said City.

A detailed version of the City's proposed budget is available in the Finance Office at 416 Walnut Street or online at <https://www.cityofyankton.org/departments-services/city-manager/budget-cip>.

Respectfully submitted,

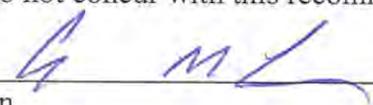


Lisa Yardley, Finance Officer

**Recommendation: Staff recommends the Commission to approve the attached 2025 Budget Ordinance #1083.**

I concur with this recommendation.

I do not concur with this recommendation.

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

\_\_\_\_ Roll Call

ORDINANCE NO . 1083

AN ORDINANCE APPROPRIATING MONIES FOR DEFRAYING THE NECESSARY EXPENSES AND LIABILITIES OF THE CITY OF YANKTON, SOUTH DAKOTA, FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2025, AND ENDING DECEMBER 31, 2025, AND PROVIDING FOR THE LEVY OF THE ANNUAL TAX FOR ALL FUNDS CREATED BY THE ORDINANCE WITHIN SAID CITY.

BE IT ORDAINED by the City of Yankton, South Dakota

That thereby and hereby is appropriated by the Board of Commissioners of the City Yankton, South Dakota, for the year commencing the first moment of the first day of January 2025, the following sums of money for the purposes, which are deemed necessary to defray all necessary expenses and liabilities of the City of Yankton, South Dakota, to wit:

SECTION I - GENERAL FUND

A. Appropriations

General Government:

Board of City Commissioners	\$ 201,503
City Manager	317,871
City Attorney	127,957
Finance Office	804,633
Information Services	585,113
Community Development	704,335
Human Resources	284,449
Contingency	400,000
<b>TOTAL GENERAL GOVERNMENT</b>	<u>3,425,861</u>

Public Safety:

Police Department	4,414,448
Fire Department	2,035,797
Civil Defense	5,410
<b>TOTAL PUBLIC SAFETY</b>	<u>6,455,655</u>

Public Works:

Engineering & Inspection	816,295
Street & Highways	3,315,229
City Hall	441,619
Traffic Control	574,892
Chan Gurney Airport	800,068
<b>TOTAL PUBLIC WORKS</b>	<u>5,948,103</u>

Special Appropriations

<b>TOTAL SPECIAL APPROPRIATIONS</b>	<u>128,600</u>
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Culture - Recreation:

Senior Citizens Center	89,179
Community Library	961,256
<b>TOTAL CULTURE - RECREATION</b>	<u>1,050,435</u>

Other Financing Uses / Transfers Out

<b>TOTAL OTHER FINANCING USES</b>	<u>4,410,998</u>
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**TOTAL APPROPRIATIONS**

\$ 21,419,652

B. Means of finance	
Unappropriated Fund Balances	<u>\$ 5,009,435</u>
Current Property Taxes	3,354,350
Sales & Other Taxes	8,966,164
Licenses & Permits	348,797
Intergovernmental Revenue	912,437
Charges for Goods & Services	2,482,854
Fines & Forfeits	4,700
Miscellaneous Revenues	<u>59,000</u>
TOTAL REVENUE	<u>16,128,302</u>
Other Financing Souces / Transfers In	<u>281,915</u>
TOTAL MEANS OF FINANCE	<u>\$ 21,419,652</u>

SECTION II - SPECIAL REVENUE

A. Appropriations	
Parks & Recreation	\$ 2,149,959
The Huether Family Aquatic Center	1,745,956
Summit Activies Center	903,182
Marne Creek	305,414
Casualty Reserve Fund	5,000
Cemetery	167,391
Bridge & Street Fund	3,120,000
911/Dispatch	1,193,957
Business Improvement District	148,192
Lodging Sales Tax	905,200
Infrastructure Improvement Revolving - Transfer to Infr. Imp. Constr.	<u>44,720</u>
TOTAL APPROPRIATIONS	<u>\$ 10,688,971</u>

B. Means Of Finance	
Unappropriated Fund Balance	<u>\$ 2,619,787</u>
Parks & Recreation Revenue	28,100
The Huether Family Aquatic Center Revenue	685,625
Summit Activies Center Revenue	433,020
Marne Creek Revenue	-
Casualty Reserve - Interest	250
Cemetery Revenue	27,200
Bridge & Street Revenue	\$1,471,497
911/Dispatch Revenue	296,620
Business Improvement District Revenue	158,135
Lodging Tax Revenue	900,398
Infrastructure Improvement Revolving	<u>44,720</u>
TOTAL REVENUE	<u>4,045,565</u>
Transfer From General Fund	<u>4,741,923</u>
Transfer From BBB	<u>20,000</u>
Transfer From Aquatic Center Capital Fund	<u>50,088</u>
Transfer From Special Capital Fund	<u>1,708,602</u>
TOTAL MEANS OF FINANCE	<u>\$ 13,185,965</u>

SECTION III - CAPITAL PROJECT FUNDS

A.	Appropriations		\$ -
	Public Improvement		-
	Airport Capital Projects		1,545,000
	Park Capital Projects		157,000
	Infrastructure Improvement Construction		100,000
	Huether Aquatics Center Construction		50,088
	Special Capital Improvement (506 Fund)		8,047,603
	Tax Incr. District #5 Menards (510 Fund)		194,610
	Tax Incr. District #6 Westbrook Estates (511 Fund)		349,221
	Tax Incr. District #7 West 10th Street (512 Fund)		53,954
	Tax Incr. District #8 Westbrook Phase 2 (513 Fund)		111,103
	Tax Incr. District #9 Yankton Mall (514 Fund)		22,650
	Tax Incr. District #11 Gehl (515 Fund)		-
	Tax Incr. District #12 Mead (516 Fund)		-
	Tax Incr. District #14 Garden Estates (517 Fund)		1,000
	Tax Incr. District #15 Bluestem Reserve (518 Fund)		1,000
	Tax Incr. District #16 The Links (519 Fund)		1,000
	TOTAL APPROPRIATIONS		<u>\$ 10,634,229</u>
B.	Means of Finance		
	Unappropriated Fund Balance		<u>\$ 12,138,787</u>
	Public Improvement Revenue		\$ -
	Airport Capital Projects		1,308,000
	Park Capital Revenue		-
	Infrastructure Improvement Construction		-
	Huether Aquatics Center Construction		-
	Special Capital Improvement		6,413,983
	TID #5 Menards		173,433
	TID #6 Westbrook Estates		378,928
	TID #7 West 10th Street		53,954
	TID #8 Westbrook Phase 2		124,964
	TID #9 Yankton Mall		22,650
	TID #11 Gehl		1,000
	TID #12 Mead		1,000
	TID #14 Garden Estates		1,000
	TID #15 Bluestem Reserve		1,000
	TID #16 The Links		1,000
	TOTAL REVENUE		<u>\$ 8,480,912</u>
	Transfer from General Fund		397,425
	Transfer from Park Improvement Fund		-
	Transfer from BBB Fund		44,471
	Transfer from Infrastructure Impr. Fund		44,720
	Transfer from Special Capital Fund		-
	Loan from General Fund		-
	Loan from Special Capital Fund		-
	Loan from TID#8		33,113
	Loan from Utilities		-
	TOTAL OTHER FINANCING SOURCES		<u>519,729</u>
	TOTAL MEANS OF FINANCE		<u>\$ 21,139,428</u>

**SECTION IV - ENTERPRISE FUNDS**

	Water	Wastewater	Solid Waste		Golf Course
			Collection	Joint Powers (Yankton Only)	
Unappropriated Fund Balance	\$ 18,639,128	\$ 1,976,578	\$ 1,427,221	\$ (719,078)	\$ 54,467
Estimated Revenues:					
Operations	7,809,866	5,711,716	1,560,349	1,832,100	-
Other	52,000	15,900	4,100	100	1
<b>TOTAL REVENUE</b>	<u>7,861,866</u>	<u>5,727,616</u>	<u>1,564,449</u>	<u>1,832,200</u>	<u>1</u>
Operating Transfer In	-	-	-	-	96,650
Depreciation	2,500,454	841,084	82,537	194,196	73,088
Amortization	-	-	-	-	-
Revolving Loan Funds	1,650,000	22,140,000	-	-	-
Grant Funds	-	-	-	-	-
<b>TOTAL FUNDS AVAILABLE</b>	<u>\$ 30,651,448</u>	<u>\$ 30,685,278</u>	<u>\$ 3,074,207</u>	<u>\$ 1,307,318</u>	<u>\$ 224,206</u>
Appropriations:					
Operating	\$ 6,035,462	\$ 3,445,612	\$ 1,622,397	\$ 2,056,010	\$ 89,844
Non-Operating	1,035,176	431,225	3,837	63,271	-
Operating Transfer Out	71,346	60,046	-	-	-
Improvement & Exts/Capital	7,182,958	26,104,368	690,534	\$515,000	60,000
Unobligated	16,326,507	644,027	757,439	(1,326,963)	74,362
<b>TOTAL APPROPRIATIONS</b>	<u>\$ 30,651,448</u>	<u>\$ 30,685,278</u>	<u>\$ 3,074,207</u>	<u>\$ 1,307,318</u>	<u>\$ 224,206</u>

**SECTION V - INTERNAL SERVICE FUNDS**  
**CENTRAL GARAGE**

Unappropriated Fund Balance	\$ 286,252
Estimated Revenue - Billings	<u>1,418,693</u>
<b>TOTAL ESTIMATED BALANCE &amp; REVENUES</b>	<b>\$ 1,704,945</b>
Less Appropriations	<u>1,385,784</u>
<b>Estimated Surplus</b>	<b>\$ 319,161</b>

SECTION VI - TAX LEVY

That there is hereby levied upon all taxable property within said City of Yankton, South Dakota, for the purposes of providing funds to meet the lawful expenses and liabilities of the City of Yankton, South Dakota, as herein set forth for the fiscal year of 2025, a tax sufficient to raise \$3,354,350 in regular property taxes or the maximum allowable, which as received by the Finance Officer shall be credited to the General Fund, and an additional \$175,000 in opt-out property taxes which will be used for the annual debt service requirement for the Second Fire Station, and an additional \$884,043 in opt-out property taxes which will be used for the annual debt service requirement for the new aquatics center in Fantle-Memorial Park.

That the Finance Officer of the City of Yankton be and hereby is authorized and directed to certify the said regular tax levy, \$3,354,350 and the opt-out levies, \$175,000 and \$884,043 to the County Auditor of the County of Yankton, South Dakota, to the end that the same may be spread and assessed as provided by law.

SECTION VII - EFFECTIVE DATE

This Ordinance being necessary for the support of the government of the City of Yankton and its existing institutions shall take effect upon its passage and publication.

Adopted: September 23, 2024

\_\_\_\_\_  
Mason Schramm, Mayor

ATTEST :

\_\_\_\_\_  
Lisa Yardley, Finance Officer

Introduction and first reading: September 9, 2024

Second reading : September 23, 2024

Published in the Yankton Daily Press and Dakotan, Official Newspaper: September xx, 2024

I so certify

\_\_\_\_\_  
Lisa Yardley  
Finance Officer

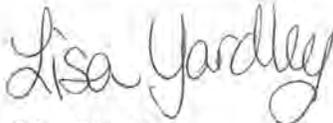
*Memorandum #24-198*

To: City Manager  
From: Finance Department  
Date: September 11, 2024  
Subject: Transfer Retail (On-off sale) Malt Beverage & SD Farm Wine license  
**Applicant: Bro Brgr Bar**

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The Finance Department has received an application to transfer ownership of a Retail (On-off sale) Malt Beverage & SD Farm Wine license from DBC LLC (Lauren Soukup, owner) to Nino Ventures LLC (Francisco Nino, owner) dba Bro Brgr Bar, 2101 Broadway Ave, Suite 40. This alcohol license is not endorsed with video lottery.

The Finance Department has provided the above referenced application to the Community and Economic Development Department, Fire Department, and 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 business 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 #24-196*

To: Amy Leon, City Manager  
 From: Brittany Orr, Director of Human Resources and Employee Engagement  
 Date: September 16, 2024  
 Subject: Recommendation from the Health Insurance Committee for Group Health Insurance, Dental Insurance, Vision Insurance, Life Insurance, EAP coverage, Flex Spending and Employee Wellness Program

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

For the 2025 calendar year, the committee is recommending that the City of Yankton continue to pay 100% of the premium for the single dental insurance plan for the employee. This minor adjustment made by the City two years ago has improved the employees' benefits package, and has eliminated additional paperwork and staff time when processing paperwork for shared premium costs.

Below is the Employee Health Insurance Committee's recommendation for the City of Yankton's 2025 health insurance renewal.

### HEALTH INSURANCE

On August 20, the Health Insurance Committee received the quotes for a traditional Low Deductible Health Plan (LDHP) as well as multiple options for a High Deductible Health Plan (HDHP) in which all City employees would have a Health Saving Account (HSA) for 2025 from Avera Health Plans and Wellmark. The current provider is Avera Health Plans. The City pays 100% of premiums for employee, 50% of premiums for employee +1, and family based off the traditional LDHP.

**Avera Health Plan:** The renewal rates came in at a **2.00% rate increase**.

The renewal for the traditional plan would be the same plan as we have had for the 2024 calendar year.

Medical Premium	Current Rates	Renewal Rates
Employee	\$550.80	\$561.82
Employee + 1	\$946.10	\$965.02
Family	\$1,439.96	\$1,468.76

The renewal for the \$3,200 high deductible health plan would be very similar to the current plan. In order to stay compliant with the IRS 2025 minimum annual HDHP deductible amounts, this plan would change to a \$3,300 HDHP.

Medical Premium	Current Rates	Renewal Rates
Employee	\$487.05	\$496.79
Employee + 1	\$834.98	\$851.68
Family	\$1,269.64	\$1,295.03

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

Medical Premium	Current Rates	Renewal Rates
Employee	\$388.88	\$396.66
Employee + 1	\$663.83	\$677.11
Family	\$1,007.33	\$1,027.48

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

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

The 2025 City budget allocated a 10% increase in health insurance premiums.

**Wellmark:** (Quoted the comparable Avera Health Plans)

Wellmark's "in-network" list of medical providers is larger than Avera's because Sanford Health is included as an "in-network" provider. The rates from Wellmark for the low deductible health plan came in at a 5.09% increase.

Medical Premium	Current Rates	Renewal Rates
Employee	\$550.80	\$570.83
Employee + Spouse	\$946.10	\$1,148.10
Family	\$1,439.96	\$1,710.50

Wellmark has a \$3,300 HDHP to stay compliant with IRS 2025 minimum annual HDHP deductible amounts. The rates from Wellmark for the \$3,300 HDHP came in at a 12.15% increase

Medical Premium	Current Rates	Renewal Rates
Employee	\$487.05	\$510.42
Employee + Spouse	\$834.98	\$1,024.38
Family	\$1,269.64	\$1,525.10

The rates from Wellmark's \$5,000 HDHP HSA option came in at a 20.26% increase.

Medical Premium	Current Rates	Renewal Rates
Employee	\$388.88	\$440.83
Employee + Spouse	\$663.83	\$881.86
Family	\$1,007.33	\$1,311.53

Therefore, the committee's recommendation is staying with the same carrier, Avera Health Plans, with the same coverage plan for the \$1,000 traditional, \$3,300 HSA and \$5,000 HSA options.

**VISION INSURANCE**

The Standard is the current vision insurance provider. The 2025 Core Plan renewal rates are the same as the 2024 rates with a 6.92% increase:

<u>Core Plan</u>	<u>Current Rate</u>	<u>Renewal Rate</u>
Employee	\$2.32	\$2.48 (increase of \$0.16) per month
Employee Plus 1	\$5.20	\$5.56 (increase of \$0.36) per month
Family	\$6.88	\$7.36 (increase of \$0.48) per month

The 2025 buy up plan renewal rates are the same as the 2024 rates with a 6.66% increase:

<u>Buy-Up Plan:</u>	<u>Current Rate</u>	<u>Renewal Rate</u>
Employee	\$13.72	\$14.68 (increase of \$0.96) per month
Employee Plus 1	\$22.88	\$24.48 (increase of \$1.60) per month
Family	\$40.04	\$42.84 (increase of \$2.80) per month

Principal quoted vision rates are comparable to the current Core Plan held in 2024.

<u>Core Plan</u>	<u>Current Rate</u>	<u>Renewal Rate</u>
Employee	\$2.32	\$8.17 (increase of \$5.85) per month
Employee Plus 1	\$5.20	\$13.62 (increase of \$8.42) per month
Family	\$6.88	\$23.83 (increase of \$16.95) per month

Therefore, the committee's recommendation is to continue with The Standard as the City of Yankton's vision care provider.

**DENTAL INSURANCE**

The Standard is the current dental provider. The 2025 renewal rates for the City of Yankton are the same as the 2024 rates as we had a 2-year rate guarantee. The renewal rates will be:

	<u>Current Rate</u>	<u>Renewal Rate</u>
Employee	\$31.94	\$31.94
Employee Plus 1	\$63.17	\$63.17
Family	\$115.94	\$115.94

2025 renewal rates for Principal are the same as renewal rates from The Standard:

	<u>Current Rate</u>	<u>Renewal Rate</u>
Employee	\$31.94	\$31.94
Employee Plus 1	\$63.17	\$63.17
Family	\$115.94	\$115.94

2025 Renewal Rates for Delta Dental with a two-year rate guarantee are as follows:

	<u>Current Rate</u>	<u>Renewal Rate</u>
Employee	\$31.94	\$53.00 (increase of \$21.06) per month
Employee Plus 1	\$63.17	\$67.00 (increase of \$3.83) per month
Family	\$115.94	\$160.00 (increase of \$44.06) per month

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

### **LIFE INSURANCE**

The Standard is the current life insurance provider.

The Standard submitted a quote for life insurance. The basic life insurance of \$15,000 **would remain** at 0.125/1,000 due to the three year rate guarantee until January 1, 2027.

The Standard's Proposed Rate:

Year	Basic Life	Basic AD&D
2025	0.10	0.02

The current basic life annual premium is \$2,981.88. The basic life rate renewal is \$.10 + basic AD&D rate of \$.020. Combined, it is \$.120 per \$1000 of coverage. For \$15,000 of insurance, at a rate of \$.120 per \$1000, the coverage is \$1.80 per month covered 100% by the City.

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

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

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

**EMPLOYEE ASSISTANCE PROGRAM (EAP)**

The 2024 EAP was provided by Avera Behavioral Health at \$2.65/month per employee with five free sessions per employee. The 2024 Avera Behavioral Health EAP currently covers 200 employees. **The rates will not increase in 2025 for the City of Yankton.** The committee recommends renewing the EAP contract with Avera Behavioral Health.

**FLEX SPENDING ACCOUNTS (FSA)**

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

**SUPPLEMENTAL INSURANCE**

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

**WELLNESS PROGRAM**

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

The City of Yankton is excited to continue to offer a wellness program to our employees in 2025. There will be monthly challenges with monthly prizes. Each employee who completes the monthly challenge will get their name in a drawing for additional time off. Each time a monthly challenge is completed, the employee will have their name entered into a drawing for additional time off that will be awarded at the end of 2025. The more an employee participates in each monthly challenge, the greater chance for winning the yearly grand prize.

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

Some examples of monthly challenges are as follows:

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

The committee is recommending a complimentary pass to employees to utilize the Huether Family Aquatics Center. Signups for the seasonal pass will take place in the spring of 2025. For the summer season of 2024, there were 49 full-time employees who utilized this benefit for a cost of \$3,245.27 (\$66.23 x 49). In 2025, if every full-time employee (approx. 145) utilized the complementary membership at the rate of \$66.23 it would be a total cost of \$9,603.35.

The committee recommends allocating additional time off for Wellness Program prizes and provide a complimentary Huether Family Aquatics Center seasonal membership for 2025.

EFFECTIVE DATES

All rates and plans would be effective January 1, 2025.

Recommendation

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

- **Renew with the same health insurance carrier, Avera Health Plans, with a 2% increase. Avera will offer the same Low Deductible Health Plan traditional coverage plan and two High Deductible Health Plans Health Savings Account plan for 2025.**
- **Renew The Standard vision insurance core plan at 6.92% increase and the buy up plan at a 6.66% increase.**
- **Renew The Standard dental insurance plan at the 2024 rate.**
- **Continue the Avera EAP plan with no cost change for 2024.**
- **Continue with the City paying 100% of the single dental insurance plan, 100% of the single employee health insurance plan, as well as 100% of the premium for the \$15,000 life insurance policy for each employee.**
- **Offer a complimentary 2025 seasonal pass to the Huether Family Aquatics Center for full-time employees.**
- **Allocate additional time off to the Wellness Program as prizes.**

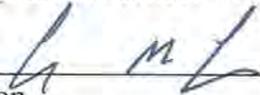
Respectfully submitted,



Brittany Orr  
Director of Human Resources and Employee Engagement

I concur with this recommendation.

I do not concur with this recommendation.

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

Roll call

### Memorandum #24-199

**To:** Amy Leon, City Manager  
**From:** Luke Youmans, Recreation Facilities and Events Superintendent  
**Subject:** Request for Fireworks Public Display on December 5, 2024  
**Date:** September 12, 2024

Yankton Parks and Recreation is requesting the approval of a public fireworks display within the City limits on December 5, 2024. The fireworks will be launched from the top level of the Meridian Bridge, coinciding with the Holiday Festival of Lights tree lighting. Staff will follow City procedure of closing the bridge to pedestrian traffic. The top level of the bridge will close no earlier than 2:00 P.M. for setup by Dam Fireworks staff on December 5, 2024 and will remain closed during the day. The lower level of the bridge will close to the public at 5:00 P.M. The bridge will open back up for pedestrian use by 8:00 A.M. on December 6, 2024. Per municipal code, this request needs to be approved by the City Commission. The Fire Department has reviewed the request and is in agreement with the request being approved.

Respectfully submitted,

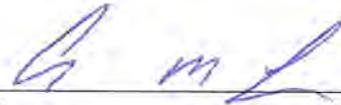
*Luke Youmans*

Luke Youmans  
 Recreation Facilities and Events Superintendent

**Recommendation: It is recommended that the Commission approve the request for a public fireworks display on December 5, 2024.**

I concur with this recommendation.

I do not concur with this recommendation.

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

FIREWORKS PUBLIC DISPLAY PERMIT FOR YANKTON COUNTY

PERMIT # 091724
(USE APPLICATION PICKUP DATE FOR PERMIT #)

NAME OF APPLICANT Holiday Festival of Lights - Luke Youmans, City of Yankton

ADDRESS 1900 Ferdig CITY Yankton STATE SD ZIP 57078

PHONE 605-668-5238 CELL OTHER

PERSON(S) IN CHARGE OF/SHOOTING DISPLAY: NAME Yankton Fire Department

ADDRESS 201 W 23rd Street CITY Yankton STATE SD ZIP 57078

PHONE 605-668-5228 CELL OTHER

DATE/TIME DISPLAY Thursday, December 5, 2024

LOCATION DISPLAY WILL BE DISCHARGED Top Deck of Meridian Bridge

TYPE OF FIREWORKS TO BE DISCHARGED: CLASS B EXPLOSIVES (SPECIAL FIREWORKS)

CLASS C COMMON FIREWORKS X

IF APPLYING FOR CLASS B FIREWORKS, ARE YOU A CERTIFIED DISPLAY OPERATOR? YES NO

I, Luke Youmans, DECLARE AND AFFIRM UNDER THE PENALTY OF PERJURY THAT THIS FIREWORKS DISPLAY PERMIT HAS BEEN EXAMINED BY ME AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS TRUE AND CORRECT.

DATED THIS 17 DAY OF Sept, 2024 Signature of Applicant

\*\*\*\*\*

FIRE DEPARTMENT SIGNATURE/TITLE DATE 9/17/24

LAW ENFORCEMENT SIGNATURE/TITLE DATE 9/17/24

Permit issued subject to applicable laws and regulations SDCL 34-36, SDCL 34-37. NFPA 1123 - CURRENT EDITION AND LOCAL ADOPTED FIRE CODES. This permit may not be transferred or reassigned without issuing authority permission.

*Introduction, First Reading and Establish  
the Date for a Public Hearing*

*Memorandum #24-200*

**To:** Amy Leon, City Manager  
**From:** Dave Mingo, Community and Economic Development Director  
**Subject:** Proposed Rezoning, Ordinance #1084  
**Date:** September 16, 2024

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**PROPOSED REZONING**

**ACTION NUMBER: 24-25**

**E.T.J. MEMBER ACTION REQUIRED: No**

**APPLICANT / OWNER:** Yankton Thrive, owner.

**ADDRESS / LOCATION:** Northwest of the 1700 Block of West 25th Street as identified on the associated Rezoning Location Map.

**REZONING REQUEST & PROPERTY DESCRIPTION:** A rezoning from A-1 Agricultural to R-3 Two Family Residential on 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.

**PREVIOUS ACTION:** Approval of the associated Tax Increment District (TID) Number 14 (Garden Estates) including a preliminary lot layout.

**COMMENTS:** The proposed rezoning follows the course set when the City Commission approved Tax Incremental District #14, Garden Estates. The area was previously a part of the City's extraterritorial zoning jurisdiction. It was annexed in 2023 and as a part of that process, brought with it the A-1 Agricultural zoning designation it had in the ETJ. The proposal would allow the development to include single family and duplex lots. There are no larger multiple family units planned in this part of the development.

The rezoning follows guidance established in the Comprehensive Plan.

Yankton Thrive is the only property owner in the area proposed and they have agreed to this designation as planned in the TID process.

Staff has been contacted by several area property owners subsequent to the required mailings and public notice. None of the contacts were in opposition to the proposed rezoning. They were for the most part questions about traffic and drainage which staff were able to answer.

Staff recommends approval of the proposed rezoning.

**HEARING SCHEDULE:**

August 12, 2024	The Planning Commission established September 9th, 2024 as the date for a public hearing.
September 9, 2024	The Planning Commission holds a public hearing to consider the issue. All appropriate notices would be published and mailed.
September 23, 2024	The City Commission establishes October 15, 2024 as the date for a public hearing.
October 15, 2024	The City Commission holds a public hearing to consider the issue. All appropriate notices will have been published and mailed. A super majority (6-3) vote of the City Commission cannot be protested out by the neighborhood. A simple majority (5-4) could be protested out.
October 24, 2024	Estimated publication date of record of City Commission action.
November 13, 2024	Estimated date that the City Commission action is effective.

**Planning Commission results:** The Planning Commission recommended approval of the proposed rezoning.

**ORDINANCE NO. 1084**

**AN ORDINANCE TO REZONE PROPERTY DESCRIBED HEREIN**

**BE IT ORDAINED, BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF YANKTON, SOUTH DAKOTA THAT THE FOLLOWING DESCRIBED PROPERTY HAS BEEN REZONED:**

**Section 1.**

From an existing zoning of A-1 Agricultural to R-3 Two Family Residential on 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.

As depicted on the associated map.

**Section 2.** Saving Clause.

Should any section, clause, or provision of this ordinance be declared by the Courts to be invalid, the same shall not affect the validity of the ordinance as a whole or any part thereof, other than the part so declared to be invalid.

**Section 3.** Effective Clause.

This ordinance shall be in full force and effect from and after its passage, approval and publication as required by law.

Adopted:

1st Reading:

2nd Reading:

Publication Date:

Effective Date:

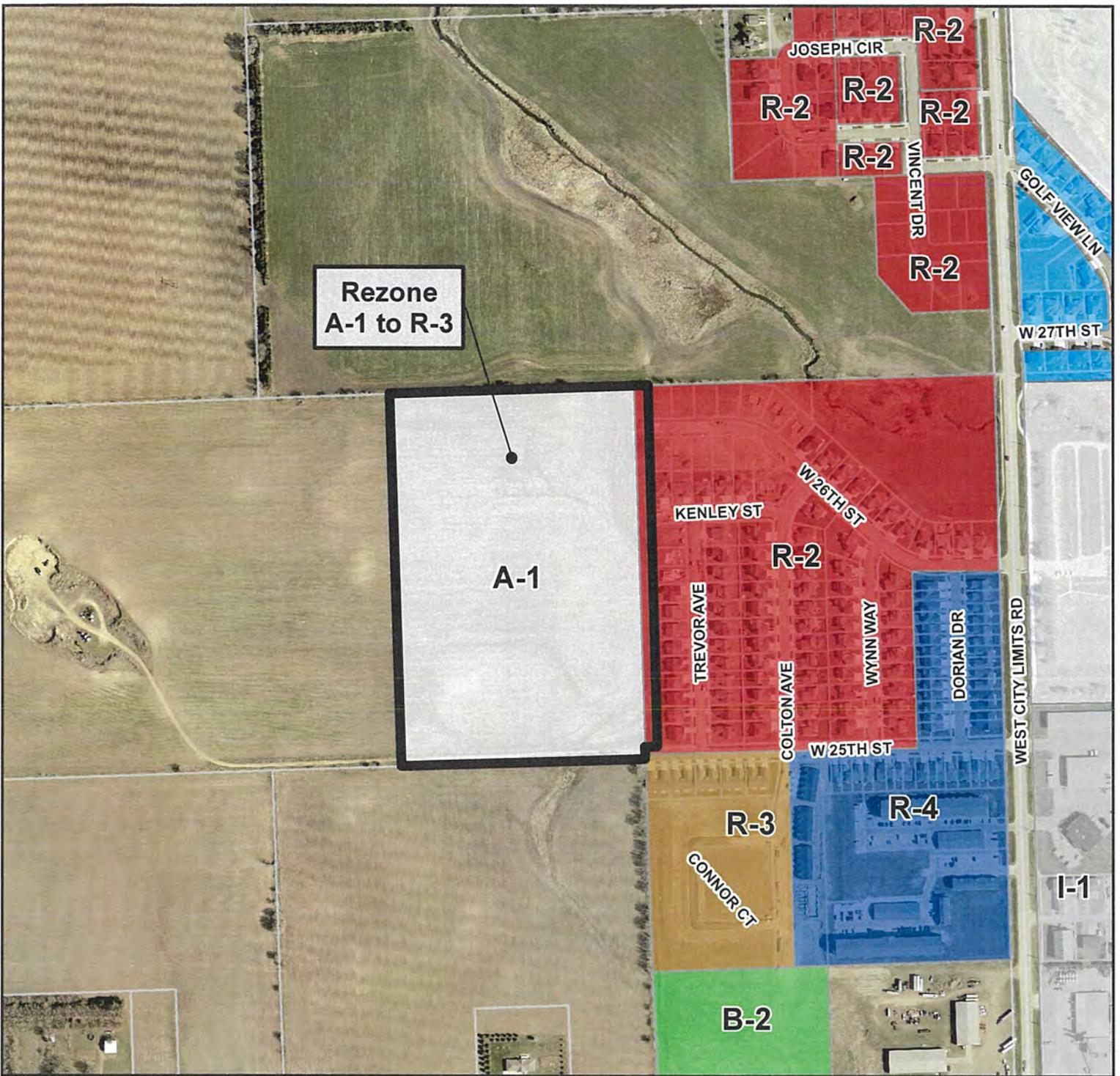
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Mason Schramm, Mayor

ATTEST:

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Lisa Yardley, Finance Officer



## City of Yankton

Rezone From A-1 Agricultural to R-3 Two-Family Residential  
 Tracts 2 & 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.,  
 City of Yankton, Yankton County, South Dakota containing 28.06 acres.

**Memorandum #24-202**

**To:** Amy Leon, City Manager  
**From:** Jason Foote, Chief of Police  
**Subject:** Body Camera and Software Purchase  
**Date:** September 18, 2024

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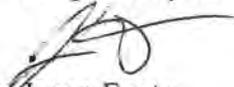
The adopted 2024 Capital budget provides \$34,500.00 for body cameras and \$130,000.00 for vehicle replacements. The Yankton Police Department will not be replacing vehicles this budget year so requests to utilize some of those funds to supplement the purchase of replacement body cameras.

Motorola Solutions offers body cameras to record activity of officers on patrol and activity of offenders as needed. These body cameras are offered by Motorola Solutions as body cameras specifically designed for Police departments. Motorola Solutions also offers necessary accessories including transfer stations, removable batteries, magnetic mounts, WIFI docks for vehicles as well as software and service contracts to support the cameras.

I am requesting the authorization to purchase of fifteen (15) V700 FirstNet Ready Body Worn Cameras at \$1,290.00 each (\$19,350.00). The necessary accessories, software enhancements, and fees for licensing and support amount to \$62,151.00 making the total purchase price \$81,501.00.

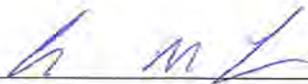
We have applied for a grant that will fund \$12,514.00 of the body camera and equipment purchase. The purchase of body cameras and accessories would be contingent upon receiving notification of the grant award.

Respectfully submitted,

  
Jason Foote  
Chief of Police

**Recommendation: It is recommended that the City Commission approve Memorandum #24-202 for the purchase of body cameras and software from Motorola Solutions in the amount of \$81,501.00 for the Yankton Police Department Patrol Division, and authorize the City Manager to sign related contracts and purchase orders associated with the action.**

I concur with this recommendation,  
 I do not concur with this recommendation.

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

\_\_\_\_ Roll Call

**Memorandum #24-203**

**To:** Amy Leon, City Manager  
**From:** Dave Mingo, AICP Community and Economic Development Director  
**Subject:** Documentation Submittal Date Amendment for the Sales Tax Agreement and Development Agreement between the City of Yankton, Yankton Thrive and Investinme, LLC dba Event Central  
**Date:** September 17, 2024

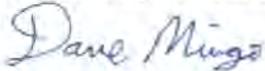
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The City Commission previously approved a Sales Tax Agreement and Development Agreement for the former mall now known as Event Central. The agreement was also amended at a later date. Page 4, Section 5, Paragraph b. of the agreement stipulates that proofs of payment must be submitted by January 20th of each year. In working with their future tenants, the owners have learned that having the documentation ready for submittal that soon after the end of the previous year is not possible.

The owners are requesting the annual submittal date be amended to March 1st of the following year. The Finance Department has said that change in date does not create any concerns.

The goal all along with this reimbursement is to facilitate the needed repairs and upgrades to the property and this date change would help continue to make that happen.

Respectfully submitted,



Dave Mingo  
 Community and Economic Development Director

**Recommendation: It is recommended that the City Commission approve Resolution #24-43 changing the proof of purchase document submittal date to March 1st and further authorize the Mayor to sign the amendment.**

I concur with this recommendation.

I do not concur with this recommendation.



Amy Leon  
 City Manager

**RESOLUTION #24-43**

**Sales Tax Agreement and Development Agreement Amendment**

**WHEREAS**, SDCL permits a municipality to enter into agreements pertaining to sales tax reimbursements, and

**WHEREAS**, the Yankton Board of City Commissioners has previously approved Resolution #23-47 creating a Sales Tax Agreement and Development Agreement for the former Yankton Mall now known as Event Central, located at 2101 Broadway Avenue on property legally described as:

Lot One A (1A), as per plat recorded in Book S8, page 32, except Parcel 5 thereof; and Lot Three A (3A), as per plat recorded in Book S8, page 32, except Parcels 4 and 5 thereof; and Lot Five A (5A), as per plat recorded in Book S8, page 32; and Lot Six (6), as per plat recorded in Book S6, page 25A, except Parcels 1, 2, 3 and 6 thereof; and Parcel Seven (7) in Lot Six (6), as per plat recorded in Book S20, page 255; all located in Block One (1), Slaughter’s Subdivision, City and County of Yankton, South Dakota.

**WHEREAS**, Page 4, Section 5, Paragraph b. shall be amended to read:

b. Developer shall provide Yankton Thrive with all sales tax license copies and such proofs of payment of the “City Sales Taxes” generated by Eligible Business from the existing shopping mall structure or outlots upon the “Property” no later than ~~January 20th~~ March 1st of each year. The information provided by the Developer to Yankton Thrive is private, proprietary and confidential, and in no manner shall it become a public record of the City.

**WHEREAS**, this amendment does not affect any other provision of the original agreement or other amendments thereof unless agreed to by all parties involved, and

**WHEREAS**, said agreement also includes Yankton Thrive acting as the pass-through agent between the City of Yankton and Event Central whereby Yankton Thrive would not receive proceeds from serving said function.

**NOW, THEREFORE, BE IT RESOLVED** that the above referenced date in the agreement is hereby amended.

Adopted:

\_\_\_\_\_  
Mason Schramm, Mayor

Attest:

\_\_\_\_\_  
Lisa Yardley, Finance Officer

**AMENDMENT TO THE  
PERFORMANCE BASED SALES TAX AGREEMENT  
AND DEVELOPMENT AGREEMENT FOR  
INVESTINME, LLC dba EVENT CENTRAL  
BY AND AMONG  
INVESTINME, LLC dba EVENT CENTRAL,  
YANKTON THRIVE, AND  
THE CITY OF YANKTON, SOUTH DAKOTA**

This amendment of Page 4, Section 5, Paragraph b., made this \_\_\_\_\_ day of \_\_\_\_\_, 2024 by and among **INVESTINME, LLC dba EVENT CENTRAL** (hereinafter "Developer"), and the **CITY OF YANKTON, SOUTH DAKOTA**, a municipal corporation (hereinafter "City") and **YANKTON THRIVE**, a local Economic Development Corporation (hereinafter "Yankton Thrive").

b. Developer shall provide Yankton Thrive with all sales tax license copies and all such proofs of payment of "City Sales Taxes" generated by Eligible Businesses from the existing shopping mall structure or outlots upon the "Property" no later than ~~January 20<sup>th</sup>~~ March 1<sup>st</sup> of each year. The information provided by the Developer to Yankton Thrive is private, proprietary and confidential, and in no manner shall it become a public record of the City. In witness whereof, the parties have executed this agreement the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

All other provisions of the original agreement and amendments thereof shall remain unchanged unless agreed to by all parties involved.

**INVESTINME, LLC dba EVENT  
CENTRAL**

\_\_\_\_\_  
**By: Matthew Evans**  
**Its: Member**

**YANKTON THRIVE**

\_\_\_\_\_  
**By:**  
**Its:** \_\_\_\_\_

**CITY OF YANKTON**

\_\_\_\_\_  
**By: Mason Schramm**  
**Its: Mayor**

**ATTEST:**

\_\_\_\_\_  
**Lisa Yardley**  
**Finance Officer**

Approved by Resolution #24-43, passed on September 23, 2024.

**PERFORMANCE BASED SALES TAX AGREEMENT  
AND DEVELOPMENT AGREEMENT FOR  
INVESTINME, LLC dba EVENT CENTRAL  
BY AND AMONG  
INVESTINME, LLC dba EVENT CENTRAL,  
YANKTON THRIVE, AND  
THE CITY OF YANKTON, SOUTH DAKOTA**

This agreement (the "Agreement"), made this 28 day of AUGUST, 2023 by and among **INVESTINME, LLC dba EVENT CENTRAL** (hereinafter "Developer"), and the **CITY OF YANKTON, SOUTH DAKOTA**, a municipal corporation (hereinafter "City") and **YANKTON THRIVE**, a local Economic Development Corporation (hereinafter "Yankton Thrive").

**WHEREAS**, the Developer has committed to its best efforts to revitalizing the existing commercial shopping mall structure formally known as the Yankton Mall (now known as "Event Central") and outlots located at 2101 Broadway Avenue on a property legally described as:

Lot One A (1A), as per plat recorded in Book S8, page 32, except Parcel 5 thereof; and Lot Three A (3A), as per plat recorded in Book S8, page 32, except Parcels 4 and 5 thereof; and Lot Five A (5A), as per plat recorded in Book S8, page 32; and Lot Six (6), as per plat recorded in Book S6, page 25A, except Parcels 1, 2, 3 and 6 thereof; and Parcel Seven (7) in Lot Six (6), as per plat recorded in Book S20, page 255; all located in Block One (1), Slaughter's Subdivision, City and County of Yankton, South Dakota;

(hereafter the "Property").

**WHEREAS**, the Developer plans to open or recruit into the shopping mall structure or its outlots new commercial business tenants which are not already in operation within the City of Yankton; and

**WHEREAS**, the Developer has requested financial assistance in order to make the existing shopping mall structure and outlots competitively available for new commercial business tenants; and

**WHEREAS**, a performance based reimbursement to the Developer, in manner as defined herein, by the City serves the public purpose of enabling the

Developer to succeed with refilling the shopping mall structure or the Property's outlots with commercial business tenants not previously existing within the City of Yankton, thereby improving a substantially underutilized site along the City's Broadway Avenue corridor, increasing the commercial and retail amenities available to Yankton citizens, increasing economic development in the City by adding to the sales tax base, and further serving the public purpose of utilizing existing public improvements; and

**WHEREAS**, the City is authorized to enter into this Agreement with Yankton Thrive and the Developer pursuant to SDCL §§ 9-54 and 9-12-11.

**NOW, THEREFORE**, in consideration of the mutual terms hereinafter set forth, the City, Yankton Thrive and Developer do hereby contractually agree upon the following terms and conditions:

1. **Definition of "Eligible Businesses."** "Eligible Businesses" as herein used shall refer only to: commercial businesses operating from inside the existing shopping mall structure or outlots located upon the "Property" and having been deemed by the Yankton City Manager or her designee as meeting each of the following criteria: (a) paying "City Sales Tax," and (b) newly opened for business after July 1, 2023, and (c) not having relocated into the existing shopping mall structure or outlots from another location inside the jurisdictional limits of the City of Yankton, and (d) is in a retail or business service sector demonstrably experiencing sales "leakage" (as opposed to a sales "pull factor") or because there is no existing business offering similar products or services subject to City Sales Tax within the jurisdictional limits of the City of Yankton. Any commercial business that meets criteria (a) and (b), but fails to meet criteria (c) and/or (d) may be considered an "Eligible Business" upon the passage of a resolution of the Yankton Board of City Commissioners finding that such commercial business is reasonably likely to generate "new" sales tax revenue not already generated by existing businesses elsewhere within the City of Yankton (e.g. a previously existing commercial business whose new move into the existing shopping

mall structure constitutes a substantial expansion of their existing taxable retail product or service offerings available for purchase by the public). Self-storage or any other types of storage business shall be expressly excluded as an Eligible Business, even if such business otherwise meets all requirements set forth herein. **Definition of “City Sales Taxes.”** “City Sales Taxes” as herein used refers to the municipal retail occupation sales and service tax upon the privilege of engaging in business, measured as two percent (2%) of the gross receipts as lawfully imposed by the City on the effective date of this Agreement and actually collected from Eligible Businesses in the operation of commercial businesses upon the Property after July 1, 2023.

2. **Duty of Developer.** The Developer hereby agrees to use best efforts to open and operate directly or recruit new Eligible Businesses to fill empty commercial rental space within the existing shopping mall structure and outlots upon the Property.

3. **Duty of the City.** The City agrees to use its best efforts to refrain from modifying or replacing any ordinance affecting the “City Sales Tax,” which is applicable to the Eligible Businesses operating within the existing shopping mall structure or the outlots upon the “Property,” in order to avoid the “City Sales Tax” from falling below the current threshold.

4. **Performance Based Reimbursement.** For a taxable sales period of (10) years or one hundred twenty (120) months beginning July 1, 2023 and ending June 30, 2033, or until such time that \$500,000 has been reimbursed to the Developer, whichever occurs first, the City shall reimburse to Yankton Thrive, and Yankton Thrive shall reimburse to the Developer, fifty percent (50%) of the “City Sales Tax” actually paid from all Eligible Businesses.

If approved by the City Commission and if any Eligible Business makes taxable sales prior to City Commission approval, the reimbursement will be retroactive to include City Sales Taxes paid by Eligible Businesses for the taxable sales period beginning July 1, 2023, prior to execution of this Agreement. The reimbursement will

be made annually with the reporting period ending on December 31<sup>st</sup>.

Reimbursement to the Developer shall be due within three months (3) months of the end of the year per the provisions in Paragraph 6, thus the first payment shall be due to Developer by March 31, 2024 and the final payment would be due to Developer no later than March 31, 2034. Any City Sales Taxes received above the fifty percent (50%) threshold shall not be included in the calculation for reimbursement.

5. **Reimbursement Process.** The reimbursement process, for which the parties shall use their best efforts to see that reimbursement payments are made to Developer in accordance with the timeframes set forth herein, shall be as follows:

- a. Developer shall require all applicable tenants paying City Sales Tax to provide Developer with a “SD EPath Return & Payment Confirmation” or other form of official receipt from the South Dakota Department of Revenue & Regulation in order to verify the sales tax actually paid by each Eligible Business for all taxable sales periods for which Developer seeks rebate under this agreement. Developer shall also require each such tenant to provided Developer with a photocopy of each Eligible Business’s sales tax license issued by the South Dakota Department of Revenue & Regulation in order to match each sales tax payment report with its corresponding Eligible Business. The Developer shall be solely responsible for collecting such reports and sales tax license photocopies from its Eligible Businesses, which reports shall form the exclusive basis for reimbursement as set forth herein.
- b. Developer shall provide Yankton Thrive with all sales tax license copies and all such proofs of payment of “City Sales Taxes” generated by Eligible Businesses from the existing shopping mall structure or outlots upon the “Property” no later than January 20<sup>th</sup> of each year. The information provided by the Developer to Yankton

Thrive is private, proprietary and confidential, and in no manner shall it become a public record of the City.

- c. On behalf of the Developer, Yankton Thrive shall request payment from the City of fifty percent (50%) of the City Sales Taxes derived from the Eligible Businesses and collected by the City and as reimbursement herein described (equivalent to one percent (1%) of the City's current two percent (2%) of gross sales) based only upon the Developer-collected proofs of sales taxes paid by the Eligible Businesses during the ten-year taxable sales period as tendered to Yankton Thrive. Unless City Sales Tax is separately delineated upon any proof of payment, the amount of reimbursement due shall be extrapolated from the total amount of sales taxes paid from each Eligible Business (presently equal to approximately sixteen and thirteen hundredths percent (16.13%) of total sales tax actually paid to the State of South Dakota based upon a combined City and State sales tax rate of 6.2%).
- d. The City shall deliver the sales tax reimbursement to Yankton Thrive, which shall provide the same to the Developer.
- e. In the event that Yankton Thrive ceases to exist, or is unwilling or unable to perform its duties and obligations under this agreement, then the City shall partner with a similar entity to fulfill the third-party obligations as undertaken by Yankton Thrive, as provided for under South Dakota law.

6. **Reimbursement Cap.** In no event will reimbursement by the City to the Developer through Yankton Thrive pursuant to this Agreement exceed five hundred thousand dollars (\$500,000.00) derived over a maximum taxable sales period of ten (10) years beginning July 1, 2023 and ending June 30, 2033.

7. **City's Budget.** The City will make the payments set forth in this Agreement and such payment will be budgeted and appropriated for the purposes set forth herein during the City's then current fiscal year. 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.

8. **Specific Default.** Subject to any applicable cure periods, the following conditions, occurrences or actions will constitute a default by the Developer during the Term of this Agreement:

- a. Developer's insolvency, the appointment of a receiver for the Developer, or the filing of a voluntary or involuntary petition in bankruptcy respecting the Developer, or
- b. For property owned by the Developer, foreclosure of any lien against all or a portion of the described "Property" or assignment or conveyance of the "Property" in lieu of foreclosure.

9. **General Default.** In addition to specific default provisions identified in paragraph seven (7) herein, failure or delay by a party to perform any term or provision of this Agreement, after receiving written notice and failing to cure, as set forth below, constitutes a default under this Agreement. A party claiming default (the "Claimant") shall give written notice of default to the other party, specifying the default complained of.

10. **Cure Period.** The Claimant shall not institute proceedings against another party, nor be entitled to damages, if the other party, within fourteen (14) days after receipt of such written notice, with due diligence, commences to cure, correct or remedy such failure or delay and shall complete such cure, correction or remedy within thirty (30) days from the date of receipt of such notice or, if such cure,

correction, or remedy cannot reasonably be completed within thirty (30) days, it is diligently and continuously pursued until completion thereof.

11. **Notices.** Written notices, demands and communications between the City, Yankton Thrive, and the Developer shall be sufficiently given by personal service or dispatched by first class mail, registered or certified mail, postage prepaid, return receipt requested, or overnight courier, to the principal offices of the City, Yankton Thrive or the Developer. Such written notices, demands and communications may be sent in the same manner to such other addresses as either party may designate from time to time by mail as provided in this paragraph. Notwithstanding anything to the contrary herein, notice personally served shall be deemed to have been received as of the date of such service or the date service is refused if written verification thereof is received from messenger service attempting such delivery.

12. **Venue.** Any legal actions related to or arising out of this Agreement must be instituted in the Circuit Court of Yankton County, South Dakota.

13. **Law Governing.** The laws of the State of South Dakota shall govern the interpretation and enforcement of this Agreement, without giving effect to the choice of law rules thereof.

14. **Cumulative Remedies.** Except as otherwise expressly stated in this Agreement, the right and remedies of the parties are cumulative, and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

15. **Waiver.** Any failures or delays by either party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies, or deprive a party of its right to institute and to maintain any action or proceedings which it may deem necessary to protect, to assert or to enforce any such rights or remedies.

16. **Amendments.** The Developer and the City agree to mutually consider reasonable requests for amendments to this Agreement which may be made by either or both of the parties, provided said requests are consistent with this Agreement and would not substantially alter the basic business terms included herein.

17. **Brokers.** The City shall not be liable for any claims of brokers, agents or finders, licensed or unlicensed, and all such claims of real estate or other consultants which exist or may arise with respect to the "Development."

18. **Severability.** It is the intention of the parties that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws of South Dakota, and the unenforceability (or modification to conform to such laws or public policies) of any provision hereof shall not render them unenforceable, or impair, the remainder of this Agreement. Accordingly, if any provision of this Agreement shall be deemed amended to delete or modify, in whole or in part, if necessary, the invalid or unenforceable provision or provisions, or portion thereof, and to alter the balance of this Agreement in order to render the same valid and enforceable.

19. **Counterparts.** This Agreement is may be executed in counterparts, which when all necessary signatures are taken together, shall be deemed a fully executed agreement.

20. **Integration & Amendments.** This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties or their predecessors in interest with respect to all or part of the subject matter hereof. All amendments must be in writing executed by the appropriate authorities of the City, Yankton Thrive, and the Developer.

21. **Headings.** The title of each Article and the headings or titles preceding the text of the Sections are inserted solely for convenience of reference and shall not

constitute a part of this Agreement, nor shall they affect the meaning, construction or effect of this Agreement.

22. **Scriveners.** The parties have participated jointly in the negotiation and drafting of this Agreement. Developer is a sophisticated business person. In the event that an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring a party by virtue of the authorship of any of the provisions of this Agreement.

23. **Authority.** Both parties covenant that they have authority to enter into this agreement. In addition, the Developer, and Yankton Thrive covenant that they are in good standing in their jurisdiction of creation.

24. **Assignment.** Developer may not assign or pledge any of its rights hereunder without the prior written consent of the City. If Developer should transfer ownership of any portion of the Property containing the existing shopping mall structure or outlots located upon the Property to any other owner without obtaining the City's prior consent to assignment, then this Agreement shall automatically terminate as to that portion of the Property for which ownership has transferred.

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In witness whereof, the parties have executed this agreement the  
23rd day of August, 2023.

INVESTINME, LLC dba EVENT  
CENTRAL

Matt Evans

By: Matthew Evans  
Its: Member

YANKTON THRIVE

Brian Curran

By:  
Its: Director of Finance

CITY OF YANKTON

Stephanie Moser

By: Stephanie Moser  
Its: Mayor

ATTEST:

[Signature]  
Finance Officer

Approved by Resolution # 23-47, passed on August 28, 2023



## *Memorandum #24-201*

**To:** *Amy Leon, City Manager*  
**From:** *Kyle Goodmanson, Environmental Services Director*  
**Subject:** *CMAR Contract Amendment with Guaranteed Maximum Price*  
**Date:** *September 23, 2024*

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City staff along with the help of City Attorney Ross Den Herder continue to move forward with the Construction Manager at Risk (CMAR) delivery method to be utilized on the next phase of improvements at the wastewater treatment facility.

Last year, the City Commission selected John T. Jones as the most qualified CMAR contractor based on the scoring criteria and entered into a CMAR preconstruction and design contract. The CMAR contractor and the City's engineer (HDR) collaborated to design the project. Now that the project is designed, the CMAR contractor has collected bids and formulated a guaranteed maximum price (GMP) to complete the project. HDR has also assisted the City with establishing an appropriate "owner's contingency" for flexible use regarding construction unknowns and alternative options given the nature of the project as a retrofit upgrade of an old facility. These amounts and construction and procurement terms must be approved in a GMP contract amendment to the original CMAR contract. City Attorney Den Herder and I worked with HDR to negotiate a contract amendment with the CMAR contractor, which is presented to the Commission for consideration.

It is recommended that the City Commission authorize the City Manager to execute the attached CMAR contract amendment with a GMP of \$45,929,602.00 and owner's contingency of \$1,102,200.00 (2.35%) for a total construction contract price of \$47,031,802.00. The owner's contingency is not part of the GMP but should be figured into the total budget even if not used. With a retrofit at a wastewater treatment facility, we assume that the contingency will be spent. Separate from the "owner's contingency, the GMP includes a risk registry/project contingency of \$3,578,543.00 (7.61%) and CMAR construction contingency of \$940,000.00 (2%). The individual subcontractor bid packages have been advertised and opened by the CMAR contractor. Several of the bid packages are not under contract at this time and are reflected in these contingencies. If any of the contingencies are not fully used, the GMP contract amendment provides that savings within the contingencies remains as savings to the City on the total cost of the project.

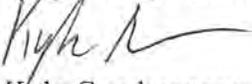
With these numbers as presented, it is important to point out that the project is over budget. The total construction contract price (including the inlet alternate) of \$47,031,802.00, plus the preconstruction contract \$440,000.00 and the HDR contract of \$5,822,372.00, results in a total project cost of \$53,294,174.00. We currently have a total of \$49,500,000.00 (including the inlet work) budgeted for the project. That means the total project is approximately \$3,794,174.00 over budget with contingency cost included.

Given time delays built into the design process and the uncertainty of costs in the pre-design phase, the budget shortfall is not surprising. To complete the project, additional State Revolving Fund (SRF) loan funds are available if the City applies for additional funding. Given the size, scope, and time frame associated with this project, there is time for staff to apply for and secure an additional SRF loan package even after the project is commenced. This will be staff's recommendation to cover the shortfall.

Despite the budget shortfall, it is critical to move forward with the construction phase and procurement of equipment at this time by approving the GMP contract amendment. Any further delays will only increase the total project cost, bottle-neck procurement of essential items with long order lead times, and potentially jeopardize project grant funding.

A representative of HDR and John T. Jones will be at the meeting to address any questions of the Commission.

Respectfully submitted,

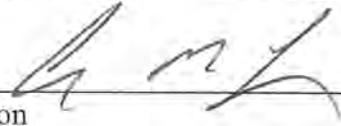


Kyle Goodmanson  
Environmental Services Director

**Recommendation:** It is recommended that the City Commission authorize the City Manager to execute the attached CMAR contract amendment with a Guaranteed Maximum Price of \$45,929,602.00 and owner's contingency of \$1,102,200.00.

I concur with this recommendation.

I do not concur with this recommendation.

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

**AMENDMENT NO. 1**  
**TO THE AGREEMENT BETWEEN OWNER AND CONTRACTOR**  
**where the basis of payment is Cost of the Work, plus Fee, subject to a Guaranteed**  
**Maximum Price**  
(Construction Manager at Risk)

THIS AMENDMENT is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (“Effective Date”), by and between the City of Yankton, South Dakota (“Owner”), whose address is 416 Walnut Street, Yankton, South Dakota, and John T. Jones Construction Co (“Contractor”) a \_\_\_\_\_ Corporation, whose address is 2213 7<sup>th</sup> Avenue North, Fargo North Dakota 58102, pursuant to Paragraph 4.2 of the Agreement Between Owner and Contractor with an Effective Date of October 15, 2023 (the “Agreement”) for preconstruction services and the construction of the Yankton WWTF Expansion and Improvements (the “Project”), located in Yankton County, South Dakota.

The Owner and Contractor desire to establish a Contract Sum for the Work defined and described below and in the other Contract Documents relating to such Work. This Amendment, when accepted by the Owner, shall be a Contract Document and part of the Agreement for all purposes. To the extent there exists any conflict between this Amendment and the Agreement, this Amendment shall govern and control the respective rights, duties, and obligations of the Parties hereto with regard to the Scope of the Work, Contract Sum (including Cost of the Work and CMAR’s Fee where applicable), Owner’s Contingency and CMAR’s Contingency (where applicable; such CMAR Contingency being a part of the GMP), Owner Allowances, and the terms, provisions, and conditions of **Exhibits A – P** hereto and incorporated herein by this reference, including any Contractor exclusions mutually agreed upon by the Contractor and the Owner. Capitalized terms used herein but not defined herein shall have the meanings given them in the Agreement, General Conditions, and other Contract Documents.

**ARTICLE 1 – GENERAL PROVISIONS**

Delete Paragraph 1.1 of the Agreement in its entirety and replace with the following new paragraphs.

1.1 *Contract Documents.* The contract between Owner and Contractor (the “Contract”) is comprised of the documents which are incorporated herein by this reference (collectively, the “Contract Documents”) as follows:

1.1.1 The Agreement, this Amendment, and all Exhibits to this Amendment as follows:

- Exhibit A – Standard Hourly Rates
- Exhibit B - Key Staff and Key Subcontractors
- Exhibit C - Insurance Requirements
- Exhibit D - Applicable Permits
- Exhibit E - Utility and Third-Party Agreements
- Exhibit F – Not Used
- Exhibit G - Payment and Performance Bonds

Exhibit H - Progress and Final Payment Claim Waiver Forms

Exhibit I - Preconstruction Scope of Work

Exhibit J - General Conditions Costs

Exhibit K – Technical Reports and Data

Exhibit L – Equal Employment Opportunity and Illegal Alien Provisions;  
State Revolving Loan Fund (SRF) General Conditions with Davis-Bacon  
& American Iron and Steel Provisions

Exhibit M – Contractor’s Guaranteed Maximum Price Proposal and Basis

Exhibit N – Listing of Construction Drawings and Specifications for the  
Work

Exhibit O – General Conditions

Exhibit P – Supplemental Conditions

1.1.2 The following, which may be delivered or issued on or after the Effective Date of this Amendment and are not attached hereto:

1. Notice to Proceed.
2. Construction Change Directives.
3. Owner’s Contingency Use Authorization.
4. CMAR’s Contingency for Project Use Authorization.
5. Change Orders.
6. Warranty Bond, if any.

## **ARTICLE 2 – THE WORK**

Delete Paragraph 2.2 of the Agreement and Replace with the following paragraph.

2.2 *The Project.* The Work to be performed under this Amendment is limited to the construction and completion of the Work and improvements described in **Exhibit N** attached hereto, in strict accordance with the Contract Documents, subject only to the CMAR’s Schedule of Qualifications, Assumptions, Clarifications, and Exclusions contained within the Contractor’s GMP Proposal and Basis attached as **Exhibit M** hereto.

## **ARTICLE 3 – AUTHORIZED REPRESENTATIVES, KEY STAFF AND SUBCONTRACTORS**

This article is unchanged from the Agreement.

## **ARTICLE 4 – CONTRACTOR’S RESPONSIBILITIES**

Delete Paragraph 4.2.4 of the Agreement in its entirety and replace with the following paragraphs:

4.2.4 Contingency. The following contingencies are hereby established by the Owner and the CMAR and shall be held, used, and disbursed in accordance with this Article.

4.2.4.1 Separate Owner's Contingency and CMAR's Contingency described as follows.

4.2.4.2 CMAR's Contingency is included in the Guaranteed Maximum Price and includes the following:

4.2.4.2.1 CMAR's Contingency for CMAR Use, in the sum of **\$940,000.00**, which is available for the CMAR's sole exclusive use, except where excluded in the Agreement, and not requiring Owner's authorization for use, including for unanticipated costs it has incurred that are not the basis for use of CMAR's Contingency for Project Use (as defined below) or a Change Order.

4.2.4.2.2 CMAR's Contingency for Project Use, in the sum of **\$3,578,543.00**, which is available to reimburse CMAR for costs due to risk elements as defined in the Risk Register attached as part of **Exhibit M** (Contractor's GMP Proposal and Basis) and may be used for costs sustained by either CMAR itself or a Subcontractor. Funds can only be accessed by the CMAR when and to the specific extent authorized by the Owner through a CMAR Contingency for Project Use Authorization. CMAR will submit an application for CMAR Contingency for Project Use Authorization, together with appropriate documentation, to Owner for Approval.

4.2.4.2.3 CMAR's Contingency may not be used for costs which are reimbursable or recoverable under other provisions of the Agreement.

4.2.4.2.4 CMAR's Contingency may not be used to fund Owner-directed changes in the Work outside those identified in the Risk Register. Owner-directed changes will be administered as described in Paragraph 4.2.4.3.

4.2.4.2.5 The CMAR's Contingency, as duly replenished, is the maximum amount available to CMAR to recover eligible costs under this Article and approved by the Owner. Owner will not increase the CMAR's Contingency or otherwise reimburse CMAR for eligible costs incurred in excess of the CMAR Contingency.

4.2.4.2.6 The CMAR shall track, report, and reconcile the CMAR Contingency for CMAR Use and CMAR Contingency for Project Use on each Application for Payment. A report shall be included with each Application for Payment identifying the amount of savings and any additions or subtractions made to each CMAR Contingency fund.

4.2.4.2.7 The CMAR Contingency will be allocated to specific line items in the Schedule of Values through the use of a CMAR Contingency for Project Use Authorization signed by the Owner and the CMAR, including a description of the items covered by the CMAR Contingency for Project Use Authorization.

4.2.4.2.8 Payments from CMAR's Contingency will be recorded on the Application for Payment and updated in the risk register.

4.2.4.2.9 Any savings realized by the CMAR in the Cost of the Work and other services provided by the CMAR shall be added to the CMAR's Contingency for Project Use fund.

4.2.4.2.10 At Final Completion of the Project, the difference between the final Contract Sum and the final adjusted Guaranteed Maximum Price shall be considered "Savings." All Savings, including any unused portion of CMAR's Contingency remaining in the Guaranteed Maximum Price will accrue and be returned 100% to Owner.

4.2.4.3 Owner's Contingency is not included in the Guaranteed Maximum Price but is included in the Contract Sum.

4.2.4.3.1 Owner's Contingency, in the sum of \$1,102,200.00, is used and controlled by the Owner for the Owner's sole and exclusive use on the Project.

4.2.4.3.2 When Owner desires to use Owner's Contingency, Owner will administer changes in the Work through the procedures established in Article 9 of the General Conditions. Upon written approval of Owner of CMAR's Change Proposal by issuance of an Owner's Contingency Use Authorization, executed by both Owner and CMAR, the Guaranteed Maximum Price shall be adjusted by the amount of the approved Change Proposal. Such adjustment shall be deducted from the Owner's Contingency fund and added to the Guaranteed Maximum Price, causing no change in the Contract Sum.

4.2.4.3.3 The Owner's Contingency will be allocated to specific line items in the Schedule of Values through the use of an Owner's Contingency Use Authorization signed by the Owner and CMAR, including a description of the items covered by the Owner's Contingency Use Authorization.

4.2.4.3.4 Owner's Contingency shall be tracked, reported, and reconciled in the same manner as described in Paragraph 4.2.4.2 for CMAR's Contingency.

## **ARTICLE 5 – CONSTRUCTION PHASE**

This article is unchanged from the Agreement.

## **ARTICLE 6 – CONTRACT TIME**

Delete Paragraph 6.2.2.2 of the Agreement and replace with the following Paragraph 6.2.2.2.

6.2.2.2 The CMAR shall achieve Substantial Completion of the Work under the Contract Documents by September 3, 2027 (the "Substantial Completion Date"). The CMAR Shall achieve Final Completion of the Work and the Punch List by November 19, 2027 (the "Final Completion Date"). The period of time between the Substantial Completion Date and the Final Completion Date is the "Closeout Period." The Contract Time, Commencement Date, Substantial and Final Completion Dates, and other milestones for performance of the Work, including critical path items, are

more particularly described in the Progress Schedule attached hereto as part of Exhibit M (Contractor's GMP Proposal and Basis).

Delete Paragraph 6.3 of the Agreement and all subparagraph and replace with the following paragraphs.

6.3 *Liquidated Damages.* Contractor and Owner recognize that Owner will suffer financial and other losses if the Work is not completed and Substantial Completion and Final Completion are not achieved within the times specified in Paragraph 6.2 above, plus any extensions thereof allowed in accordance with the Contract Documents. The parties also recognize the delays, expense, and difficulties involved in calculating the actual loss suffered by Owner if the Work is not completed on time. Contractor and Owner agree the liquidated damage amounts stated herein are a reasonable and appropriate estimate of the harm and loss Owner will suffer if the Work required is not completed within the specified timeframe.

6.3.1 Accordingly, Owner and Contractor agree the following as liquidated damages for delay (but not as a penalty):

6.3.1.1 Contractor shall pay Owner \$3,000 for each calendar day that expires after the time (as duly adjusted pursuant to the Contract Documents) specified in Paragraph 6.2 above for Substantial Completion until the Contractor achieves Substantial Completion of the Work.

6.3.1.2 Contractor shall pay Owner \$1,500 for each calendar day that expires after the time (as duly adjusted pursuant to the Contract Documents) specified in Paragraph 6.2 above for Final Completion until the Contractor achieves Final Completion of the Work.

6.3.2 Contractor's payment of such liquidated damages shall be Owner's sole and exclusive remedy for Owner's delay damages to the extent caused by the Contractor's unexcused failure to complete the Work required within the specified timeframe and/or an Outage caused by Contractor, as applicable; provided, however, that (a) Contractor acknowledges and agrees the liquidated damages are intended to compensate Owner only for its delay damages resulting from Contractor's failure to complete the Work required within the specified timeframe and/or an Outage, and (i) shall not limit Owner's ability to exercise any other rights and remedies under the Contract and (ii) shall not excuse Contractor from liability for, nor limit Owner's right to recover damages resulting from any other breach of the Contract requirements, including any failure of the Work to conform to applicable requirements, and (b) if such liquidated damages are determined to be unenforceable, then Owner shall be entitled to recover its actual damages, including all direct, indirect and consequential damages, against Contractor, resulting from Contractor's failure to complete the Work required within the specified timeframe and/or an Outage, without limitation.

## **ARTICLE 7 – TERMS OF PAYMENT**

Delete Paragraph 7.1 of the Agreement in its entirety and replace with the following paragraphs.

7.1 *Compensation.* The Contractor shall be compensated by the Owner for the performance of the Work completed in accordance with the Contract Documents as defined in the following paragraphs.

7.1.1 Contract Sum. The Contract Sum shall be the maximum expenditure authorized for the Project by the Owner's governing board and is inclusive of the Guaranteed Maximum Price and the Owner's Contingency defined in Article 4 of this Amendment. The Contract Sum shall not exceed \$47,031,802.00.

7.1.2 Guaranteed Maximum Price. As full consideration for performance and furnishing of the Work and subject to the other terms and conditions of the Contract Documents, the Owner shall pay the Contractor an amount equal to the Cost of the Work (defined below) plus the CMAR's Fee (defined below) paid in proportion to the Work performed, provided, however the CMAR guarantees that the sum of the Cost of the Work, CMAR's Fee, Bonds and Insurance, CMAR Contingency for Project Use, and CMAR Contingency for CMAR use shall not exceed \$45,929,602.00 (the "GMP" or "Guaranteed Maximum Price"), subject to Owner's Contingency Use Authorization and/or Change Orders and other applicable provisions of the Contract Documents and this Amendment that permit or require an increase in the GMP.

7.1.2.1 The GMP is inclusive of the CMAR's Contingency as defined in Article 4 of this Amendment.

7.1.2.2 The GMP is exclusive of the Owner's Contingency but may be adjusted as provided for in Article 4 of this Amendment.

7.1.2.3 The compensation to be paid shall be limited to the Guaranteed Maximum Price established pursuant to this Amendment, as the same may be adjusted under applicable provisions of the Contract Documents and this Amendment. To the extent the Cost of the Work plus the CMAR's Fee exceeds the Guaranteed Maximum Price, as modified, the CMAR shall bear such costs in excess of the applicable Guaranteed Maximum Price without reimbursement or additional compensation from the Owner.

7.1.2.4 Payment for Work performed shall be as set forth in Article 13 of the General Conditions.

7.1.2.5 The Contractor's Fee is compensation for Contractor's overhead, profit and any other amounts not included in the Cost of the Work. Contractor's Fee shall not be applied to the following items of Cost of Work: (a) Performance and Payment Bonds, (b) Builders Risk Insurance, (c) Preconstruction Phase Lump Sum, (d) Subcontractors in Preconstruction Phase.

7.1.2.5.1 The "Contractor's Fee" shall be calculated as an amount not to exceed seven percent (7%) of the Cost of the Work.

7.1.2.5.2 For Changes in the Work, the Contractor's Fee shall be adjusted as follows: The Contractor's Fee shall be adjusted upward or downward as applicable based on the net increase or decrease in the Cost of the Work incurred as a result of a Change in the Work.

7.1.2.5.3 For Changes in the Work performed by Subcontractors on a time and material or other cost-reimbursable basis (not on a lump sum or unit price basis) the allowed markup for overhead and profit shall be limited to five percent (5%) of the actual cost of self-performed work and five percent (5%) of the actual cost of work performed by a sub-subcontractor (of any tier).

7.1.2.5.4 If the CMAR is retained by the Owner pursuant to a separate written agreement to undertake construction or replacement of an insured or uninsured loss, the CMAR shall be paid an additional fee in the same proportion that the CMAR's Fee bears to the estimated Cost of the Work for the replacement.

7.1.2.5.5 For the CMAR's Contingency used as provided for in Article X of this Amendment, the CMAR's Fee will be applied but only after the time such CMAR contingency is used and not beforehand.

Add the following paragraph after Paragraph 7.3.1 of the Agreement.

7.3.2 Payment of General Conditions Costs. The cost of the work for the General Conditions Work shall be paid on each Monthly Progress Payment as an amount not to exceed 5% of the Work monthly during the period, up to 90% and the final 10% will be paid upon substantial completion.

Replace Paragraph 7.4.2.11 of the Agreement as follows:

7.4.2.11 The costs of the premiums for insurance and surety bonds which the CMAR is required to procure or deems necessary, including major Subcontractors and equipment system supplies, and is approved by the Owner, including any additional premium incurred because of any increase in the GMP. The insurance and bond costs shall be calculated as an amount not to exceed \$369,224.00 and \$236,603.00, respectively, of the sum of the Cost of the Work and General Condition Work.

Add Paragraphs 7.4.2.13 and 7.4.2.14 after Paragraph 7.4.2.12 of the Agreement as follows:

7.4.2.13 All costs directly incurred in the performance of the Work or in connection with the Project, and not included in the CMAR's fee as set forth in Article 7.

7.4.2.14 Any Contingencies identified and selected in Article 4 hereof, excluding, however, any Owner's Contingency.

Modify Paragraph 7.4.3 of the Agreement to read as follows:

7.4.3 Costs Excluded. The Cost of the Work shall not include any of the following items, except only to the extent that the costs enumerated in this Paragraph 7.4.3 are covered by the Builder's Risk Policy of insurance required by the Contract Documents and the proceeds of such policy are actually paid to the Owner on account of such costs.

Add Paragraphs 7.4.3.7 and 7.4.3.8 after Paragraph 7.4.3.6 of the Agreement as follows:

7.4.3.7 Legal, mediation, and arbitration fees and costs arising from disputes between the Owner and the Contractor.

7.4.3.8 Costs that would cause the Guaranteed Maximum Price to be exceeded.

Revise Paragraphs 7.6 through 7.8 to read as follows:

7.6 Intentionally omitted.

7.7 Intentionally omitted.

7.8 *Open Book Accounting.* Contractor shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management, using accounting and control systems in accordance with generally accepted accounting principles and as may be provided in the Contract Documents. During the performance of the Work and for a period of three (3) years after Final Payment, Owner and Owner’s accountants shall be afforded access to, and the right to audit from time-to-time, upon reasonable notice, Contractor’s records, books, correspondence, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to the Work, all of which Contractor shall preserve for a period of three (3) years after Final Payment. Such inspection shall take place at Contractor’s offices during normal business hours unless another location and time is agreed to by the parties. Any multipliers or markups agreed to by Owner and Contractor as part of this Contract are only subject to audit to confirm that such multiplier or markup has been charged in accordance with this Contract, with the composition of such multiplier or markup not being subject to audit. The form of such cost reports shall be agreeable by Owner and Designer.

## **ARTICLE 8 – PAYMENT PROCEDURES**

This article is unchanged from the Agreement.

## **ARTICLE 9 – CONTRACTOR’S REPRESENTATIONS**

This article is unchanged from the Agreement.

## **ARTICLE 10 – INDEPENDENT CONTRACTOR**

This article is unchanged from the Agreement.

## **ARTICLE 11 – MISCELLANEOUS**

Add the following subparagraphs after Paragraph 11.1 of the Agreement.

11.1.1 “Allowance” is an estimated sum to be used as Owner directs for categories of Work that cannot be established at the time the GMP is agreed upon. Owner can direct Work under Allowances only up to the established amount. Any work directed over the established Allowance amount is to be processed by Change Order.

11.1.2 “Assumptions” and “Clarifications” are material terms associated with CMAR’s Guaranteed Maximum Price upon which the Owner and CMAR agree and are more particularly described in **Exhibit M** of the Amendment.

11.1.3 “Contract Sum” consists of the Guaranteed Maximum Price and the Owner’s Contingency and is the maximum authorized expenditure by the Owner’s City Commission. The Contract Sum can only be modified by Change Order or amendment to the Agreement.

11.1.4 “Contingency” or “Contingencies” where applicable, has the meaning set forth in Article 4 of this Amendment.

11.1.5 “Fee” or “CMAR Fee” has the same meaning as Contractor’s Fee, as defined in the Agreement.

11.1.6 “GMP” or “Guaranteed Maximum Price” means, with regard to the Project as a whole or any bid package for construction of any portion of the Work where a GMP is selected by the Parties as the basis for the Contract Sum. The Guaranteed Maximum Price for the Work covered thereby, as established by the Amendment executed by and between Owner and CMAR, is further defined as the Cost of Work plus Contingency and Fee for such Work. Subject to Change Orders and other allowable adjustments made pursuant to the Agreement or the other Contract Documents, where the construction price for any Work is based on a GMP, the price for such Work shall not exceed the GMP for such Work plus any approved additions or deductions to the GMP.

11.1.7 “Risk Register” is the result of an assessment led by either the Owner or the CMAR, and agreed to by both parties, that identifies potential project risks and the likelihood of occurrence and allocates the responsibility for mitigation of each risk element.

11.8 *Defective Work.* The period of time for correction of Defective Work, as defined in the Paragraph 12.3.3 of the General Conditions, shall be one (1) year after the substantial completion of the Project Classification System (PCS) date but no later than the substantial completion and acceptance of the entirety of the Work.

Add the following new paragraph after Paragraph 11.14 of the Agreement.

11.15 *Executed in Counterparts.* This Amendment may be executed in counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. Facsimile or electronic signatures hereon shall be deemed originals for all purposes.

Except as modified herein, the Agreement remains in full force and effect.

(SIGNATURE PAGES TO FOLLOW)

**IN WITNESS WHEREOF**, Owner and Contractor have executed this Agreement as of the date first set out above.

OWNER:

CONTRACTOR:

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: \_\_\_\_\_

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

Address for giving notices:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Attest: \_\_\_\_\_

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

Address for giving notices:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## Exhibit M

### Contractors Guaranteed Maximum Price Proposal and Basis

Date: 9-17-24

City of Yankton  
416 Walnut St  
PO Box 176  
Yankton, SD 57078

Attn: Kyle Goodmanson

Subject: Yankton WWTP Improvements CMAR – Guaranteed Maximum Price Proposal

Mr. Goodmanson, John T. Jones Construction Co. (JTJCC) has worked closely with HDR engineering, suppliers, and vendors to develop a cost model for the long-term improvements of the wastewater treatment facility. John T. Jones Construction Co has obtained pricing both internally and externally to arrive at a total not to exceed price to construct the improvements as designed. The base bid GMP is **\$42,372,318.00**. This pricing incorporates all base bid items in the contract documents, including general conditions and contractor contingency for CMAR and project use. Pricing is determined from the plan sheets noted "Issue for bidding," specs dated July 22, 2024, and addendums 1,2,3. A summary of the pricing is included herein.

Pricing for the alternates are as follows:

Alternate A-01: \$ 7,932.00

**Alternate A-02: \$ 2,904,217.00**

**Alternate A-03: \$ 653,068.00**

Alternate A-04: \$ 232,235.00

Alternate A-07: \$ 116,977.00

Alternate A-08: \$ 100,605.00

Alternate A-19: \$ 141,953.00

Alternate A-21: \$ 45,186.00

Alternate A-22: \$ 333,740.00

Alternate A-23: \$ 980,511.00

Alternate A-24: \$ 29,548.00

Total *Guaranteed Maximum Price* for the base bid, Alternate A-02, Alternate A-03, CMAR contingency for CMAR use, and CMAR Contingency for Project Use is **\$45,929,602.00**

Total *Contract Price* for the base bid, Alternate A-02, Alternate A-03, CMAR contingency for CMAR use, CMAR contingency for Project Use and Owner Contingency is **\$47,031,802.00**.

As a result of the contract documents not being fully completed at the time the GMP was estimated, assumptions were made to arrive at that number including, but not limited to the items below and included in the risk register:

1. There is no hazardous material in any of the structures disturbed in this project.
2. Bike path traffic will be re-routed for the duration of the project.

3. This is a non-qualified utility project.
4. The Irrigation system will be abandoned in place and not repaired where excavation occurred.
5. A unit price for debris haul off & disposal for the AGS Reactor #3 area will be established if encountered and handled by the CMAR contingency for Project Use.
6. Excavation for Reactor 3 will only be required to 6" below the bottom of concrete mat slab allowing for 6" of granular material.
7. If the CMAR elects to pay standby time to the crane service while removing, coating, and replacing digester lids, and additional lid repairs are necessary, additional crane time will be handled by CMAR contingency for Project Use.
8. Replacement to paving and surfacing not specified to be demolished and replaced if required for other work will be handled by CMAR contingency for Project Use.
9. The roofing specification will be re-evaluated and changed to EPDM or PVC. Base bid includes 60 mil EPDM. Allowance for furnishing and installing the specified modified bitumen roof is included in the risk register as a CMAR contingency for Project Use.
10. The package 33a bidder, Feimer Construction Co will honor their 33a bid incorporated into the GMP. During John T. Jones Construction Co and Feimer Construction (FCC) discussions, FCC noted they had all four areas of site pipe included in their base bid, therefore, JTJ has included NO additional site piping/meter vault in Alternate A-02 pricing. Allowance for going to the second 33a bidder (Base + Alternate A-02) is included in the risk register as a CMAR contingency for Project Use.
11. During bid process, we assumed 4" spray foam insulation due to no notes in the plan sheets, and specification section 07 21 31 requiring a 4" thick sample. After bid we found an architectural detail stating 5" thick. We assume the difference in price going from 4" to 5" will be covered by CMAR contingency for Project Use.
12. Email clarification from Ben / Jerome at HDR regarding dotted lines in center of reactor 3 identified a "haunch slab." There is no cut or information indicating this and therefore will be handled by CMAR contingency for Project Use.
13. There is no beam indicated running longitudinally on 23S104 or any other plan sheets. Therefore, the package 3a bidder, John T. Jones Construction did not include a full length beam and this should be handled by CMAR Contingency for Project Use.
14. Ammonia analyzer allowance will be modified once the correct cost is determined and handled by the CMAR Contingency for Project Use.
15. Pressure washer will be purchased with CMAR contingency for Project Use.
16. Value Engineering (VE) items will be handled by deductive change order after GMP / Contract award.
17. Risk Register Contingency, CMAR for CMAR use Contingency, and Owner Contingency accepted.
18. Alternate Pricing is valid until acceptance of the GMP. John T. Jones Construction Co. reserves the right to have alternates not accepted when the GMP is accepted, requoted.
19. Changes made by Owner contingency will be routed through JTJCC's PCO form for pricing.

John T. Jones Construction prepared this proposal and reflected general conditions pricing for a schedule not to exceed 36 months and be substantially complete by September 3, 2027 and reach final completion by November 19, 2027.

John T. Jones requests the City of Yankton review the GMP pricing proposal and provide a response to JTJCC **no later than September 27, 2027** to maintain project schedule.

Risk ID #	Risk Description	Mitigation	Probability of Occurrence	Cost Impact of Occurrence	Schedule Impact of Occurrence	Plant Op. Impact of Occurrence	Contingency Amount	Comments
1	Construction Debris and Rubble encountered in soil borings/Potholing	Pot hole to investigate extent to control contingency amount	High	Medium	High	low	\$ 80,000.00	Contingency amount to include loading, trucking, disposal fees and fill. Unit price to be established after final contractor selection.
2	Tie drains, supernatant, and WAS lines into aeration wetwell without bypass and remove Sludge, duct, drain and RAS.	To avoid bypass, determine how to core through while levels are low, while retaining core, insert penetration, coat, and seal. Construct deep utilities and structures during cool months and dry seasons. Some utilities in water if river reaches 16'. River at time of borings was 8.5' or El 1149.5' on 2/14/24). Lowest & Numerous utilities at El 1158'. Spring 2019 river was at 19.22' while JTJ onsite at WTP.	High	Medium	Medium	High	\$ 25,000.00	Infill opening will not be possible with plant in operation. Discussion consensus is to cap pipes at the exterior of the wall if penetrations in acceptable condition. If unable to cap and coreing required, new means and methods to seal to be discussed with project team.
3	High Groundwater/Flood - Borings completed in extremely dry conditions 2/14/24 - Grit Basins 2.5' in water, likely more		Medium	Medium	Medium	Low	\$ 170,000.00	Some utilities in water if river reaches 16', 8.5' or El 1149.5' at time of borings on 2/14/24. Will require sand point/deep well system if river rises to 16'. Contingency amount includes all project costs, including GC's, to dewater structures or utilities.
4	Digester Attic Space Coating visible and / or under insulation x 3 covers		High	Medium	low	low	\$ 75,000.00	Cost includes inspection, insulation removal, insulation replacement, touch up coating only, and confined space protocols.
5	Crane Standby Time delays if skirting needs repair	Modify plan and demobilize crane if significant repairs required.	Medium	Medium	High	High	\$ 56,800.00	40' Primaries - \$14,000/week, 60' - Secondary - \$28,800/week. Allotted one week of each digester (2wk primary, 1wk Secondary)
6	Unknown Underground Lines / Existing Utilities Unforeseen/Uncontrollable conditions when picking and recoating digester lids causing crane standby time	Utility contractor to take on risk and contingency to cover unforeseeables. Relocate easy utilities prior to construction	Low	Medium	Medium	Low	\$ 45,000.00	Rerouting of existing utilities not shown or marked and repair of unmarked utilities struck by contractor
7		Pre-Task planning meetings with bidder and crane supplier	Medium	high	Medium	medium	\$ 35,000.00	Weather, Equipment, (\$7,000/day) (6 total picks)
8	Hazardous Roof and floor Materials - Digester building, pump building, Lab	HDR stated no hazardous material exists	Medium	low	low	low	\$ 35,000.00	No hazardous material per HDR. Risk amount for testing and abatement. No pre-bid hazardous material testing completed.
9	Welding/Repair of Digester Lid skirting	Be Prepared with some material and labor onsite at time of hoisting	high	low	high	high	\$ 75,000.00	Unknown until lids removed and inspected
10	Concrete Restoration or injection in Aeration Tanks or Digester Tanks	Review once tanks emptied and cleaned	High	Medium	Medium	medium	\$ 60,000.00	Repair product, procedure, and quantity needs to be determined prior to providing unit price
11	Lab/Control lintel replacement above window, exact extent of remediation unknown		High	low	low	low	\$ 15,000.00	
12	Address leaks on south side aeration when exposed from site piping	Do work at the same time as the site pipe tie ins and dry seasons	High	low	low	low	\$ 75,000.00	Allowance to inject, rub slurry, or similar waterproofing on exterior of exposed south wall down to the underground pipe tie ins. This allowance will cover sealing of leaks in which means and methods will be determined by the project team once exposed.
13	Weather Events Allowance - delays, lost days, water pumping, snow removal, etc		High	Medium	Medium	Low	\$ 100,000.00	Costs incurred to get worksite back to condition prior to event, downtime, clearing of ice, snow, water, soils caused by weather
14	07.16.05 - Water Vapor Emission Control System - primer quantity unknown until owner testing occurs	Obtain unit price from painter to mitigate him pricing in substantial risk and unknown	Low	Medium	low	Low	\$ 11,000.00	Unit price of \$4/SF from Protech for total lab/control building (2,684sf)
15	Removal and replacement of pavement not shown in the civil drawings	determine amounts disturbed by other trades and quantify	High	Medium	low	Low	\$ 55,000.00	Electrical ductbanks and conduit install required and pavement removal / replacement not shown on contract documents
16	Add amount to furnish and install specified modified bitumen roof instead of 60mil EDPM roof	Review and approve EDPM or PVC roof	High	Medium	low	Low	\$ 249,000.00	Boone Brothers and ARS reviewing spec provided by HDR and furnishing a price for PVC and EPDM. EPDM 60mil in base bid. Allowance to upgrade to specified modified bitumen.
17	Add amount to go to next bidder for underground piping package 33a if FCC does not honor their quote.	Discuss with FCC and work together to make a plan for project team success.	Medium	high	Medium	medium	\$ 1,695,743.00	Difference between FCC (\$1,584,105) and RP (\$2,792,407 + \$487,441). Worst case senerio. <b>INCLUDED IN TOTAL</b>
18	Add amount accounting for the difference between Feimer Construction site and underground demo and JTJ's		High	high	low	low	\$ 275,289.00	Both items 17 and 18/19 cannot both occur. If FCC does not preform, 18/19 will reduce to 0. If FCC does preform, 17 will reduce to 0 and 18/19 will 100% apply. <b>THIS ITEM NOT INCLUDED IN TOTAL</b>
19	Add amount accounting for the difference between Feimer Construction Earthwork and JTJ's		High	high	low	low	\$ 100,115.00	Both items 17 and 18/19 cannot both occur. If FCC does not preform, 18/19 will reduce to 0. If FCC does preform, 17 will reduce to 0 and 18/19 will 100% apply. <b>THIS ITEM NOT INCLUDED IN TOTAL</b>
20	Installation of digester boiler control panels furnished by 40a contractor		High	high	low	low	\$ 75,000.00	Electrician does not have install included in their scope since the panel scope was located in division 01. \$25,000 each
21	Install 5" spray foam insulation instead of the assumed 4" thick insulation		High	low	low	low	\$ 6,000.00	Assumed 4" thick since spec stated sample needed to be 4" thick.
22	Ammonia Analyzer Allowance not enough to cover probes and analyzers		High	low	low	low	\$ 15,000.00	Aquas price was higher for these items than the allowance provided in the 01 22 00 spec of \$75,000.
23	Pressure washer allowance not specified in 01 22 00		High	low	low	low	\$ 20,000.00	One pressure washer as specified in 01 22 00 1.5.B
24	Allowance for escalation of materials, insurances, Labor, and equipment in the approved GMP		Medium	Medium	low	low	\$ 50,000.00	Escalations of material, labor, equipment unanticipated at the time of GMP submittal. Backup data to support claim.
25	Haunch on base slab of Reactor #3 not shown in the contract drawings identified by HDR Structural after bid		High	low	low	low	\$ 25,000.00	HDR structural to provide detail
26	Beam underside of AGS gallery deck not shown defined like other beams in the project		High	low	low	low	\$ 30,000.00	HDR to show beam on plan sheet to see extents
27	General CMAR Contingency for Project Use		High	low	low	low	\$ 500,000.00	General for Project Use allowance
28	Total CMAR Contingency for Project Use						\$ 3,578,543.00	6.35%
29	CMAR Contingency for CMAR Use						\$ 940,000.00	[2%] of project cost(47MM)
30	General Scope Modifications and change orders - Owner Contingency						\$ 1,102,200.00	

Estimate Summary Sheet

GMP - Base Bid

Project: Yankton WWTP CMAR

Plan Development: 100%

9/17/2024

SPEC SECTION	DESCRIPTION	LABOR	MATERIAL	MC VENDOR NAME	SUBCONTRACTOR	SUB NAME	EQUIPMENT	OTHER	SECTION TOTAL
<b>01 00 00</b>	<b>General Conditions</b>								
01 00 01	JTJ General Conditions	\$ 2,167,530.00					\$ 420,300.00	\$ 979,920.00	\$ 3,567,750.00
01 00 03	Independent Lab Testing								\$ - Owner
01 00 04	Allowances (IT, Ammonia, Digester Roof)							\$ 250,000.00	\$ 250,000.00
01 00 05	Performance Bond							\$ 216,151.00	\$ 216,151.00 \$43MM
01 00 06	Insurances							\$ 335,073.00	\$ 335,073.00 \$43MM
01 00 07	Building Permit							\$ -	\$ - Fee Waived
01 74 00	Cleaning / Site Maintenance	\$ 40,000.00						\$ 2,000.00	\$ 42,000.00
01 78 36	Warranty	\$ 14,000.00						\$ 8,000.00	\$ 22,000.00
									\$ -
									\$ -
<b>02 00 00</b>	<b>Site</b>								\$ -
02 41 00	Demolition Package 2a				\$ 1,058,000.00	JTJ			\$ 1,058,000.00
	Pedestrian and Traffic Control	\$ 3,300.00			\$ 16,000.00	JTJ		\$ 1,500.00	\$ 20,800.00
									\$ -
<b>03 00 00</b>	<b>Concrete</b>								\$ -
	Cast in Place Concrete Package 3a				\$ 5,023,300.00	JTJ			\$ 5,023,300.00
03 05 05	Concrete Testing and Inspection					JTJ			\$ -
03 11 13	Formwork					JTJ			\$ -
03 15 19	Anchorage to Concrete					JTJ			\$ -
03 21 00	Reinforcement					JTJ			\$ -
03 31 30	Concrete, Materials and Proportioning					JTJ			\$ -
03 31 31	Concrete Mixing, Placing, Jointing, and Curing					JTJ			\$ -
03 35 00	Concrete Finishing and Repair of Surface Defects					JTJ			\$ -
									\$ -
<b>04 00 00</b>	<b>Masonry</b>								\$ -
	Masonry Package 4a				\$ 173,988.00	S&S Masonry Inc			\$ 173,988.00
04 01 20	Masonry Cleaning					S&S Masonry Inc			\$ -
04 05 13	Masonry Mortar and Grout					S&S Masonry Inc			\$ -
04 05 23	Masonry Accessories					S&S Masonry Inc			\$ -
04 05 50	Cold and Hot Weather Masonry Construction					S&S Masonry Inc			\$ -
04 21 13	Brick Masonry					S&S Masonry Inc			\$ -
04 22 00	Concrete Masonry					S&S Masonry Inc			\$ -
									\$ -
<b>05 00 00</b>	<b>Metals</b>								\$ -
	Metals Package 5a				\$ 534,000.00	JTJ			\$ 534,000.00
05 50 00	Metal Fabrications					JTJ			\$ -
05 52 46	Mechanically Fastened Aluminum Railings					JTJ			\$ -
									\$ -
<b>06 00 00</b>	<b>Wood, Plastics, and Composites</b>								\$ -
	Carpentry Package 6a				\$ 403,600.00	JTJ			\$ 403,600.00
06 10 00	Rough Carpentry					JTJ			\$ -
									\$ -
<b>07 00 00</b>	<b>Thermal and Moisture Protection</b>								\$ -
	Roofing Package 7a				\$ 231,000.00	ARS			\$ 231,000.00 60mil EPDM
07 14 00	Fluid Applied Waterpproofing					JTJ - 3a			\$ -
07 16 04	Concrete Floor Moisture Testing					Protech - 9a			\$ -
07 16 05	Water Vapor Emission Control System					Protech - 9a			\$ -
07 18 00	Traffic Coatings					Protech - 9a			\$ -
07 21 00	Building Insulation					JTJ - 3a			\$ -

07 21 31	Sprayed Polyurethane Foam Insulation		JTJ - 6a	\$	-	4" Assumed
07 26 00	Underslab Vapor Retarder		JTJ - 3a	\$	-	
07 27 46	Vapor Permeable Air Barrier		S&S Masonry - 4a	\$	-	
07 52 16	SBS Modified Bitumen Roofing - Cold Process		ARS	\$	-	EPDM Bid
07 92 00	Joint Sealants		JTJ - 6a	\$	-	
07 95 13	Expansion Joint Covers		JTJ - 6a	\$	-	
<b>08 00 00</b>	<b>Openings</b>			\$	-	
	Aluminum Doors and Glazing Package 8a	\$ 305,400.00	G&D Viking Glass	\$	305,400.00	
	Aluminum Rolling Overhead Doors Package 8b	\$ 13,725.00	Overhead Door SF	\$	13,725.00	single ph 115V
08 11 00	Hollow Metal Doors and Frames		JTJ - 6a	\$	-	
08 11 16	Aluminum Doors and Frames		G&D Viking Glass	\$	-	
08 14 16	Flush Wood Doors		JTJ - 6a	\$	-	
08 31 23	Floor Hatches		JTJ - 3a	\$	-	
08 33 22	Aluminum Rolling Overhead Doors		Overhead Door SF	\$	-	
08 70 00	Finish Hardware		JTJ - 6a	\$	-	
08 81 00	Glass and Glazing		G&D Viking Glass	\$	-	
<b>09 00 00</b>	<b>Finishes</b>			\$	-	
	Coatings Package 9a	\$ 523,000.00	Protech	\$	523,000.00	
	ACT & FRP Ceilings Package 9b	\$ 9,250.00	Tri-State Drywall	\$	9,250.00	Lab tiles only
09 51 00	Acoustical Ceilings		Tri-State Drywall	\$	-	
09 57 13	Fiberglass Reinforced Plastic (FRP) Ceiling System		Eliminated	\$	-	
09 67 23	Resinous Flooring		Protech	\$	-	
09 91 10	Architectural Painting		Protech	\$	-	
09 96 00	High Performance Industrial Coatings		Protech	\$	-	
<b>10 00 00</b>	<b>Specialties</b>			\$	-	
10 14 00	ID Devices		JTJ - 6a	\$	-	
10 14 23	Signage		JTJ - 6a	\$	-	
<b>12 00 00</b>	<b>Furnishings</b>			\$	-	
12 35 53.19	Laboratory Casework		JTJ - 6a	\$	-	
<b>22 00 00</b>	<b>Plumbing</b>			\$	-	
	Plumbing Package 22a	\$ 292,100.00	Howe	\$	292,100.00	
22 05 29	Hangers and Supports for Plumbing Piping EQ		Howe	\$	-	
22 20 00	Plumbing Fixtures and Equipment		Howe	\$	-	
<b>23 00 00</b>	<b>Heating Ventilating and Air Conditioning</b>			\$	-	
	HVAC Package 23a	\$ 1,725,000.00	Howe	\$	1,725,000.00	
23 05 03	Pipe and Pipe fittings - HVAC		Howe	\$	-	
23 05 23	General Duty Valves for HVAC		Howe	\$	-	
23 05 93	HVAC Systems - Balancing and Testing		Howe	\$	-	
23 09 00	Instrumentation and Control for HVAC Systems		Howe	\$	-	
23 21 00	Hydronic Specialties		Howe	\$	-	
23 21 23	Hydronic Pumps		Howe	\$	-	
23 31 00	HVAC - Ductwork		Howe	\$	-	
23 34 00	HVAC - Fans		Howe	\$	-	
23 52 00	Boilers		Howe	\$	-	
23 80 00	HVAC Equipment		Howe	\$	-	
<b>26 00 00</b>	<b>Electrical</b>			\$	-	

	Electrical, Controls, Integration Package 26a		\$	4,371,951.00	Interstates		\$	4,371,951.00			
26 05 00	Electrical - Basic Requirements				Interstates		\$	-			
26 05 19	Wire and Cable - 600V and below				Interstates		\$	-			
26 05 26	Grounding and Bonding				Interstates		\$	-			
26 05 33	Raceways and Boxes				Interstates		\$	-			
26 05 43	Electrical - Exterior Underground				Interstates		\$	-			
26 08 13	Acceptance Testing				Interstates		\$	-			
26 09 13	Electrical Metering Devices				Interstates		\$	-			
26 09 16	Control Equipment Accessories				Interstates		\$	-			
26 22 13	Dry-Type Transformers				Interstates		\$	-			
26 24 16	Panelboards				Interstates		\$	-			
26 24 19	Motor Control Equipment				Interstates		\$	-			
26 26 13	Package Power Supply				Interstates		\$	-			
26 27 26	Wiring Devices				Interstates		\$	-			
26 28 00	Overcurrent and Short Circuit Protective Devices				Interstates		\$	-			
26 28 16	Safety Switches				Interstates		\$	-			
26 29 23	VFDs - Low Voltage				Interstates		\$	-			
26 36 00	Transfer Switches				Interstates		\$	-			
26 41 13	Lightning protection system				Interstates		\$	-			
26 43 13	Surge Protection devices for low voltage circuits				Interstates		\$	-			
26 50 00	Interior and Exterior Lighting				Interstates		\$	-			
							\$	-			
<b>27 00 00</b>	<b>Communications</b>						<b>\$</b>	<b>-</b>			
27 10 00	Structured Cabling				Interstates		\$	-			
27 21 33	Data Communications Wireless Access Points				Interstates		\$	-			
							\$	-			
<b>28 00 00</b>	<b>Electronic Safety &amp; Security</b>						<b>\$</b>	<b>-</b>			
28 20 01	Video Surveillance System				Interstates		\$	-			
28 42 01	Biogas and Ventilation Alarm Panel				Interstates		\$	-			
28 46 00	Fire Detection and Alarm				Interstates		\$	-			
							\$	-			
<b>31 00 00</b>	<b>Earthwork</b>						<b>\$</b>	<b>-</b>			
	Earthwork Package 31a		\$	399,800.00	JTJ / Lieber		\$	399,800.00			
31 10 00	Site Clearing				JTJ / Lieber		\$	-			
31 22 19	Finish Grading				JTJ / Lieber		\$	-			
31 23 00	Earthwork				JTJ / Lieber		\$	-			
31 23 33	Trenching, Backfilling, Compacting for Utilities				Fiemer - 33a		\$	-			
							\$	-			
<b>32 00 00</b>	<b>Exterior Improvements</b>						<b>\$</b>	<b>-</b>			
	Site Paving & sidewalks 32a		\$	319,300.00	JTJ		\$	319,300.00			
	Chain Link Fence & Gates 32b		\$	56,947.00	American Fence		\$	56,947.00			
	Seeding and Erosion Control 32c	\$	6,500.00	\$	57,778.00	Splitrock / JTJ	\$	2,400.00	\$	66,678.00	JTJ Erosion Maintenance
32 13 13	Concrete Pavement				32a		\$	-			
32 16 23	Concrete Sidewalks and Steps				32a		\$	-			
32 31 13	Chain Link Fence and Gates				American Fence		\$	-			
32 92 00	Seeding, Sodding, and Landscaping				Splitrock		\$	-			
	Soil Erosion and Sediment Control				Splitrock		\$	-			
							\$	-			
<b>33 00 00</b>	<b>Utilities</b>						<b>\$</b>	<b>-</b>			
	Underground Utilities Package 33a		\$	1,584,105.00	Fiemer CC		\$	1,584,105.00	FCC desires to pull bid, risk register		
33 41 20	Pipe - Fiberglass Reinforced Polymer Mortar Pipe				Fiemer CC		\$	-			
							\$	-			
<b>40 00 00</b>	<b>Process Interconnections</b>						<b>\$</b>	<b>-</b>			

	Process Package 40a		\$ 12,622,400.00	JTJ	\$	12,622,400.00	
40 05 00	Pipe and Pipe Fittings - Basic Requirements			JTJ	\$	-	
40 05 07	Pipe Support Systems			JTJ	\$	-	
40 05 17	Pipe - Copper			JTJ	\$	-	
40 05 19	Ductile Iron Process Pipe			JTJ	\$	-	
40 05 23	Stainless Steel process Pipe and Tubing			JTJ	\$	-	
40 05 24	Pipe - Steel			JTJ	\$	-	
40 05 31	Pipe - Plastic			JTJ	\$	-	
40 05 33	High Density Polyethylene Process Pipe			JTJ	\$	-	
40 05 51	Common requirements for process & Utility valves			JTJ	\$	-	
40 05 52	Misc Valves			JTJ	\$	-	
40 05 57	Actuators for Process Valves and Gates			JTJ	\$	-	
40 05 59	SST Slide Gates and Aluminum Stop Plates			JTJ	\$	-	
40 05 62	Plug Valves			JTJ	\$	-	
40 05 63	Ball Valves			JTJ	\$	-	
40 05 64	Butterfly Valves			JTJ	\$	-	
40 05 66	Check Valves			JTJ	\$	-	
40 41 13	Heat Tracing Cable			Interstates	\$	-	
40 42 00	Pipe, Duct, Equipment Insulation			JTJ	\$	-	
40 61 13	Process Control System General Requirements			Interstates	\$	-	
40 61 21	Process Control System Testing			Interstates	\$	-	
40 61 43	Surge Protection Devices for Instrumentation and Control Equipment			Interstates	\$	-	
40 61 93	Process Control System Input-Output List			Interstates	\$	-	
40 61 93A	IO List			Interstates	\$	-	
40 61 96	Process Control Descriptions			Interstates	\$	-	
40 66 05	Network Equipment			Interstates	\$	-	
40 68 13	Process Control (HMI) Software			Interstates	\$	-	
40 68 63	Configeration of HMI software and Reports			Interstates	\$	-	
40 71 00	Flow Instrumentation			Interstates	\$	-	
40 72 00	Level Instrumentation			Interstates	\$	-	
40 73 00	Pressure Instrumentation			Interstates	\$	-	
40 78 00	Panel Mounted Instruments			Interstates	\$	-	
					\$	-	
<b>41 00 00</b>	<b>Material Processing and Handling Equipment</b>				\$	-	
41 22 23	Hoists, Trolleys, Monorails			JTJ - 5a	\$	-	
					\$	-	
<b>43 00 00</b>	<b>Process Gas and Liquid Handling, Purification and Storage Equipment</b>				\$	-	
43 21 00	Pumping Equipment Basic Req			JTJ - 40a	\$	-	
43 23 53	Positive Displacement Air Blowers			JTJ - 40a	\$	-	
43 23 57	Progressing Cavity Pumps			JTJ - 40a	\$	-	
43 23 58	Rotary Lobe Pumps (4)			JTJ - 40a	\$	-	
43 24 16	Pumping Equipment - Sump			JTJ - 40a	\$	-	
43 25 53	Airlift Pump Equipment			JTJ - 40a	\$	-	
					\$	-	
<b>44 00 00</b>	<b>Pollution and Waste Control Equipment</b>				\$	-	
44 31 11	Wet Chemical packaged Tower Odor Contol Equip			JTJ - 40a	\$	-	
					\$	-	
<b>46 00 00</b>	<b>Water and Wastewater Equipment</b>				\$	-	
46 12 22	Grit Washer			JTJ - 40a	\$	-	
46 33 33	Polymer Feed Equipment			JTJ - 40a	\$	-	
46 43 30	Aerobic Granular Sludge System	\$ 81,920.00		JTJ - 40a	\$	81,920.00	New price 5,724,850 - Bid Price 5,642,930
46 43 31	Aerated Grit Chambers Special Baffle Systems			JTJ - 40a	\$	-	
46 51 21	Aeration System - Coarse Bubble			JTJ - 40a	\$	-	



Estimate Summary Sheet

GMP - ALT A-02 - Grit

Project: Yankton WWTP CMAR

Plan Development: 100%

9/17/2024

SPEC SECTION	DESCRIPTION	LABOR	MATERIAL	MC VENDOR NAME	SUBCONTRACTOR	SUB NAME	EQUIPMENT	OTHER	SECTION TOTAL
<b>01 00 00</b>	<b>General Conditions</b>								
01 00 01	JTJ General Conditions								\$ -
01 00 03	Independent Lab Testing								\$ -
01 00 04	Allowances								\$ -
01 00 05	Performance Bond							\$ 17,250.00	\$ 17,250.00
01 00 06	Insurances							\$ 28,787.00	\$ 28,787.00
01 00 07	Building Permit								\$ -
01 74 00	Cleaning / Site Maintenance								\$ -
01 78 36	Warranty								\$ -
									\$ -
									\$ -
<b>02 00 00</b>	<b>Site</b>								
02 41 00	Demolition Package 2a				\$ 120,760.00	JTJ - 2a			\$ 120,760.00
									\$ -
<b>03 00 00</b>	<b>Concrete</b>								
	Cast in Place Concrete Package 3a				\$ 876,900.00	JTJ - 3a			\$ 876,900.00
03 05 05	Concrete Testing and Inspection					JTJ - 3a			\$ -
03 11 13	Formwork					JTJ - 3a			\$ -
03 15 19	Anchorage to Concrete					JTJ - 3a			\$ -
03 21 00	Reinforcement					JTJ - 3a			\$ -
03 31 30	Concrete, Materials and Proportioning					JTJ - 3a			\$ -
03 31 31	Concrete Mixing, Placing, Jointing, and Curing					JTJ - 3a			\$ -
03 35 00	Concrete Finishing and Repair of Surface Defects					JTJ - 3a			\$ -
									\$ -
<b>04 00 00</b>	<b>Masonry</b>								
	Masonry Package 4a				\$ -	S&S Masonry Inc			\$ -
04 01 20	Masonry Cleaning					S&S Masonry Inc			\$ -
04 05 13	Masonry Mortar and Grout					S&S Masonry Inc			\$ -
04 05 23	Masonry Accessories					S&S Masonry Inc			\$ -
04 05 50	Cold and Hot Weather Masonry Construction					S&S Masonry Inc			\$ -
04 21 13	Brick Masonry					S&S Masonry Inc			\$ -
04 22 00	Concrete Masonry					S&S Masonry Inc			\$ -
									\$ -
<b>05 00 00</b>	<b>Metals</b>								
	Metals Package 5a				\$ 93,000.00	JTJ - 5a			\$ 93,000.00
05 50 00	Metal Fabrications					JTJ - 5a			\$ -
05 52 46	Mechanically Fastened Aluminum Railings					JTJ - 5a			\$ -
									\$ -
<b>06 00 00</b>	<b>Wood, Plastics, and Composites</b>								
	Carpentry Package 6a				\$ 2,862.00	JTJ - 6a			\$ 2,862.00
06 10 00	Rough Carpentry					JTJ - 6a			\$ -
									\$ -
<b>08 00 00</b>	<b>Openings</b>								
	Aluminum Doors and Glazing Package 8a				\$ 7,600.00	G&D Viking Glass			\$ 7,600.00
	Aluminum Rolling Overhead Doors Package 8b								\$ -
08 11 00	Hollow Metal Doors and Frames								\$ -
08 11 16	Aluminum Doors and Frames					G&D Viking Glass			\$ -
08 14 16	Flush Wood Doors								\$ -
08 31 23	Floor Hatches								\$ -
08 33 22	Aluminum Rolling Overhead Doors								\$ -

Incidental to Base bid GC's  
 Owner  
 3MM  
 3MM

Tooth at door Inc In base bid

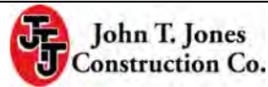


<b>33 00 00</b>	<b>Utilities</b>					\$	-	
	Underground Utilities Package 33a			FCC - 33a		\$	-	FCC in base bid
33 41 20	Pipe - Fiberglass Reinforced Polymer Mortar Pipe			FCC - 33a		\$	-	
						\$	-	
<b>40 00 00</b>	<b>Process Interconnections</b>					\$	-	
	Process Package 40a	\$	1,273,000.00	JTJ		\$	1,273,000.00	
40 05 00	Pipe and Pipe Fittings - Basic Requirements			JTJ		\$	-	
40 05 07	Pipe Support Systems			JTJ		\$	-	
40 05 17	Pipe - Copper			JTJ		\$	-	
40 05 19	Ductile Iron Process Pipe			JTJ		\$	-	
40 05 23	Stainless Steel process Pipe and Tubing			JTJ		\$	-	
40 05 24	Pipe - Steel			JTJ		\$	-	
40 05 31	Pipe - Plastic			JTJ		\$	-	
40 05 33	High Density Polyethylene Process Pipe			JTJ		\$	-	
40 05 51	Common requirements for process & Utility valves			JTJ		\$	-	
40 05 52	Misc Valves			JTJ		\$	-	
40 05 57	Actuators for Process Valves and Gates			JTJ		\$	-	
40 05 59	SST Slide Gates and Aluminum Stop Plates			JTJ		\$	-	
40 05 62	Plug Valves			JTJ		\$	-	
40 05 63	Ball Valves			JTJ		\$	-	
40 05 64	Butterfly Valves			JTJ		\$	-	
40 05 66	Check Valves			JTJ		\$	-	
40 41 13	Heat Tracing Cable			Interstates		\$	-	
40 42 00	Pipe, Duct, Equipment Insulation			JTJ		\$	-	
40 61 13	Process Control System General Requirements			Interstates		\$	-	
40 61 21	Process Control System Testing			Interstates		\$	-	
40 61 43	Surge Protection Devices for Instrumentation and Control Equipment			Interstates		\$	-	
40 61 93	Process Control System Input-Output List			Interstates		\$	-	
40 61 93A	IO List			Interstates		\$	-	
40 61 96	Process Control Descriptions			Interstates		\$	-	
40 66 05	Network Equipment			Interstates		\$	-	
40 68 13	Process Control (HMI) Software			Interstates		\$	-	
40 68 63	Configeration of HMI software and Reports			Interstates		\$	-	
40 71 00	Flow Instrumentation			Interstates		\$	-	
40 72 00	Level Instrumentation			Interstates		\$	-	
40 73 00	Pressure Instrumentation			Interstates		\$	-	
40 78 00	Panel Mounted Instruments			Interstates		\$	-	
						\$	-	
<b>43 00 00</b>	<b>Process Gas and Liquid Handling, Purification and Storage Equipment</b>					\$	-	
43 21 00	Pumping Equipment Basic Req			JTJ - 40a		\$	-	
43 23 53	Positive Displacement Air Blowers			JTJ - 40a		\$	-	
43 23 57	Progressing Cavity Pumps			JTJ - 40a		\$	-	
43 23 58	Rotary Lobe Pumps (4)			JTJ - 40a		\$	-	
43 24 16	Pumping Equipment - Sump			JTJ - 40a		\$	-	
43 25 53	Airlift Pump Equipment			JTJ - 40a		\$	-	
						\$	-	
<b>44 00 00</b>	<b>Pollution and Waste Control Equipment</b>					\$	-	
44 31 11	Wet Chemical packaged Tower Odor Contol Equip			JTJ - 40a		\$	-	
						\$	-	
<b>46 00 00</b>	<b>Water and Wastewater Equipment</b>					\$	-	
46 12 22	Grit Washer			JTJ - 40a		\$	-	
46 33 33	Polymer Feed Equipment			JTJ - 40a		\$	-	
46 43 30	Aerobic Granular Sludge System			JTJ - 40a		\$	-	



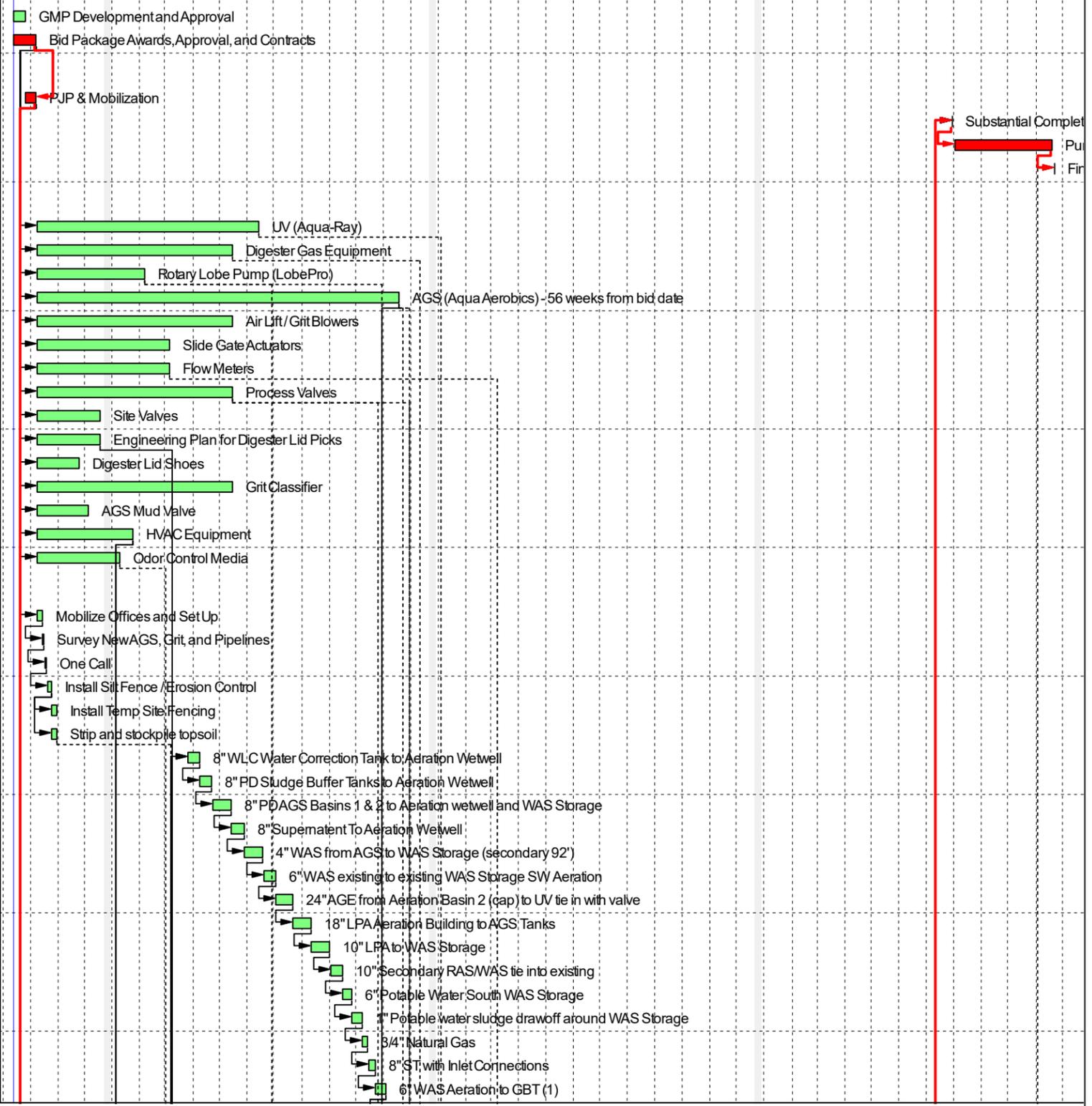






# Yankton WWTF Expansion

Activity ID	Activity Name	Original Duration	Remaining Duration	Early Start	Early Finish	Actual Start	Total Float	2025												2026												2027											
								S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A
<b>Total</b>		<b>825</b>	<b>803</b>	<b>13-Sep-24</b>	<b>22-Nov-27</b>	<b>22-Aug-24</b>	<b>0</b>																																				
<b>Yankton WWTF Expansion</b>		<b>0</b>	<b>0</b>				<b>0</b>																																				
<b>Preconstruction</b>		<b>55</b>	<b>17</b>	<b>13-Sep-24</b>	<b>07-Oct-24</b>	<b>22-Aug-24</b>	<b>786</b>																																				
A1960	GMP Development and Approval	55	9	13-Sep-24	25-Sep-24	22-Aug-24	794																																				
A1970	Bid Package Awards, Approval, and Contracts	20	17	13-Sep-24	07-Oct-24	17-Sep-24	0																																				
<b>General Conditions</b>		<b>788</b>	<b>795</b>	<b>25-Sep-24</b>	<b>22-Nov-27</b>	<b>23-Sep-24</b>	<b>0</b>																																				
A1000	PJP & Mobilization	16	9	25-Sep-24	07-Oct-24	23-Sep-24	0																																				
A1020	Substantial Completion (September 3, 2027)	1	1	30-Jul-27	30-Jul-27		0																																				
A1030	Punchlist, O&Ms, Closeout Items	80	80	02-Aug-27	19-Nov-27		0																																				
A1040	Final Completion (November 17, 2027)	1	1	22-Nov-27	22-Nov-27		0																																				
<b>Procurement</b>		<b>280</b>	<b>280</b>	<b>08-Oct-24</b>	<b>17-Nov-25</b>		<b>506</b>																																				
A3040	UV (Aqua-Ray)	170	170	08-Oct-24	13-Jun-25		424																																				
A3060	Digester Gas Equipment	150	150	08-Oct-24	15-May-25		428																																				
A3090	Rotary Lobe Pump (LobePro)	80	80	08-Oct-24	06-Feb-25		487																																				
A3110	AGS (Aqua Aerobics) - 56 weeks from bid date	280	280	08-Oct-24	17-Nov-25		20																																				
A3190	Air Lift/ Grit Blowers	150	150	08-Oct-24	15-May-25		636																																				
A3210	Slide Gate Actuators	100	100	08-Oct-24	06-Mar-25		686																																				
A3230	Flow Meters	100	100	08-Oct-24	06-Mar-25		539																																				
A3240	Process Valves	150	150	08-Oct-24	15-May-25		521																																				
A3250	Site Valves	50	50	08-Oct-24	18-Dec-24		736																																				
A3260	Engineering Plan for Digester Lid Picks	50	50	08-Oct-24	18-Dec-24		275																																				
A3270	Digester Lid Shoes	35	35	08-Oct-24	25-Nov-24		751																																				
A3280	Grit Classifier	150	150	08-Oct-24	15-May-25		636																																				
A3290	AGS Mud Valve	40	40	08-Oct-24	04-Dec-24		746																																				
A3500	HVAC Equipment	70	70	08-Oct-24	23-Jan-25		435																																				
A3610	Odor Control Media	60	60	08-Oct-24	09-Jan-25		485																																				
<b>Sitework</b>		<b>747</b>	<b>747</b>	<b>08-Oct-24</b>	<b>28-Sep-27</b>		<b>39</b>																																				
A3960	Mobilize Offices and Set Up	5	5	08-Oct-24	14-Oct-24		376																																				
A4010	Survey New AGS, Grit, and Pipelines	2	2	15-Oct-24	16-Oct-24		376																																				
A3970	One Call	2	2	17-Oct-24	18-Oct-24		376																																				
A3980	Install Silt Fence / Erosion Control	4	4	21-Oct-24	24-Oct-24		376																																				
A3990	Install Temp Site Fencing	5	5	25-Oct-24	31-Oct-24		768																																				
A4590	Strip and stockpile topsoil	5	5	25-Oct-24	31-Oct-24		376																																				
A4380	8" WLC Water Correction Tank to Aeration Wetwell	10	10	26-Mar-25	08-Apr-25		281																																				
A4390	8" PD Sludge Buffer Tanks to Aeration Wetwell	10	10	09-Apr-25	22-Apr-25		281																																				
A5290	8" PD AGS Basins 1 & 2 to Aeration wetwell and WAS Storage	15	15	23-Apr-25	13-May-25		281																																				
A5270	8" Supematent To Aeration Wetwell	10	10	14-May-25	28-May-25		281																																				
A4210	4" WAS from AGS to WAS Storage (secondary 92')	15	15	29-May-25	18-Jun-25		281																																				
A5300	6" WAS existing to existing WAS Storage SW Aeration	10	10	19-Jun-25	02-Jul-25		281																																				
A4160	24" AGE from Aeration Basin 2 (cap) to UV tie in with valve	12	12	03-Jul-25	21-Jul-25		281																																				
A4370	18" LPA Aeration Building to AGS Tanks	15	15	22-Jul-25	11-Aug-25		281																																				
A5280	10" LPA to WAS Storage	15	15	12-Aug-25	01-Sep-25		281																																				
A4170	10" Secondary RAS/WAS tie into existing	10	10	02-Sep-25	15-Sep-25		281																																				
A5450	6" Potable Water South WAS Storage	8	8	16-Sep-25	25-Sep-25		281																																				
A4190	1" Potable water sludge drawoff around WAS Storage	8	8	26-Sep-25	07-Oct-25		281																																				
A5530	3/4" Natural Gas	5	5	08-Oct-25	14-Oct-25		281																																				
A5540	8" ST with Inlet Connections	6	6	15-Oct-25	22-Oct-25		281																																				
A4150	6" WAS Aeration to GBT (1)	8	8	23-Oct-25	03-Nov-25		281																																				

















## Memorandum No. 24-204

**TO:** Mayor and City Commissioners  
**FROM:** Ross K. Den Herder, City Attorney  
**RE:** Appointing Additional Deputy City Attorney and Contract Clean-up  
**DATE:** September 17, 2024

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Please join me in welcoming our new young staff attorney, Tyler S. Lohr. Mr. Lohr grew up in Peterson, Iowa, attended undergrad at Buena Vista University in Storm Lake, Iowa, and graduated from the University of South Dakota Knudson School of Law in May, 2024. Prior to graduation, Mr. Lohr interned in our law office over the summer of 2023. He demonstrated a great work ethic and an eagerness to learn and apply his law school education for the benefit of our clients. For that reason, we extended him a job offer, and he began working for us full-time in mid-August. On Friday, September 6, we received word that Tyler passed his bar exam, and on Monday, September 23 (a few hours before the Commission's regular meeting), Tyler is scheduled to be sworn in by the Hon. David Knoff as a newly licensed attorney. We are excited to put his hard-earned legal education to good use providing legal services to the City.

To that end, I ask the Commission to appoint Mr. Lohr as a Deputy City Attorney granting him authority to assist with certain City matters, cases, and projects. Mr. Lohr would only work under my authority, direction, and supervision. If the Commission is agreeable, the attached *Fourth Addendum to the Professional Services Agreement* amends my agreement with the City by naming Mr. Lohr as an additional Deputy City Attorney. Mr. Lohr will be at the meeting to introduce himself to all of you.

In addition, this *Fourth Addendum* also addresses a couple other "house-keeping" matters that should be committed into the City Attorney's contract. First, the addendum updates the billable hourly rate for attorney time spent on litigation services and for negotiation of matters that may result in litigation to \$200.00/hour, which was approved during the City Attorneys' annual review in January, but not yet memorialized in writing. The prior rate (\$150.00/hour) has remained in place without change since the contract was approved in 2014. The new rate is still discounted below the City Attorney's private client market rate of \$250.00/hour.

Second, the addendum addresses the annual IMLA continuing legal education conference. I first attended the conference in 2021. I found the classes extremely useful, covering both "nuts and bolts" municipal law, and up-and-coming legal issues spreading across the country (e.g. small cell tower development, PFAS regulation, etc.). Given the high educational value of that conference, I asked the Commission to authorize and reimburse me or one of my delegated staff Deputy City Attorneys to attend each year, which the Commission agreed to do (and has been doing). The *Fourth Addendum* commits this arrangement to the City Attorney contract with reasonable and appropriate guidelines for reimbursement.

For reference, I have also included a photocopy of the original *Professional Services Agreement* and a photocopy of the *First Addendum*. Both the *Second Addendum* and the *Third Addendum* (each merely adding Deputy City Attorneys) were entirely superseded by this *Fourth Addendum*, and thus, unnecessary to attach.

A handwritten signature in black ink that reads "Ross K. Den Herder". The signature is written in a cursive style with a horizontal line extending from the end of the name.

---

**Ross K. Den Herder**, City Attorney

**FOURTH ADDENDUM TO  
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT, is made and entered into by and between **Ross K. Den Herder** (“City Attorney”) and the **City of Yankton** (“City”).

**RECITALS**

1. City Attorney was hired to act as legal counsel for the City.
2. City Attorney has an occasional conflict in his time and clients and needs to rely upon the assistance of staff attorneys that the City Attorney employs or upon outside attorneys aligned with the City’s interest. As a result, Attorney has asked the City if it would approve the appointment of Deputy City Attorneys who have authority to appear on behalf of the City in Court or to provide legal services to the City only as directed by the City Attorney consistent with the terms of the Professional Services Agreement as amended by the First, Second, and Third Addendums to the Professional Services Agreement.
3. One purpose of this Addendum is to provide for the additional appointment of Tyler Lohr (currently also employed by the City Attorney) as Deputy City Attorney, while retaining the existing appointment of Deputy City Attorneys Lindsay Hovden, Beau Barrett, Debra Lillie, and Tyler Larsen.
4. The City Attorney’s hourly rate for services related to litigation or for negotiated matters that may result in litigation has not been adjusted from the original rate of \$150.00 per hour set when the original Professional Services Agreement was approved in January 27, 2014. During the City Attorney’s 2023 year-end annual review with the Board of City Commissioners, the Commission authorized the hourly rate to be increased to \$200.00 per hour, which change must be officially ratified by this addendum.
5. Beginning in 2021, on an annual and ongoing basis, the City Commission authorized and reimbursed the City Attorney or a delegated Deputy City Attorney for attending the annual IMLA continuing legal education conference, which helps keep the City Attorney and his staff on the forefront of municipal law. This addendum reflects the ongoing authorization for such attendance and reimbursement.

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

**The following paragraph replaces paragraph I. of *Professional Services Agreement*:**

- I. **Appointment.** The City does hereby appoint Ross K. Den Herder as City Attorney for the City of Yankton on the date first written above. As such, he shall have full authority and responsibility to act on the

City's behalf as required or provided in City Code, State Statute, Federal Law, or as hereinafter provided.

- (a) *Staff Deputies.* In addition, the City also appoints Ross Den Herder's law partners and staff attorneys, Lindsay Hovden, Beau Barrett, and Tyler Lohr as Deputy City Attorneys, who shall have such powers and responsibilities as may be delegated to them by the City Attorney for purposes of assisting the City Attorney in the performance of his responsibilities set forth herein. Any compensation owed to staff employees serving as Deputy City Attorney shall be separately and independently contracted for and paid by the City Attorney and not the City.
- (b) *Prosecution Assistance.* Deputy States Attorney Debra Lillie and Deputy States Attorney Tyler Larsen are also appointed to serve as Deputy City Attorneys for the limited purpose of assisting with the prosecution of City ordinance violations as coordinated between the Yankton County States Attorney and the City Attorney. So long as either Tyler Larson and Debra Lillie remains employed as an attorney with the Yankton County States Attorney's Office, each shall remain so deputized, even if his or her respective title or role within said office may change.

The following paragraph replaces paragraph IV. of *Professional Services Agreement*:

IV. **Compensation.** In exchange for the services to be provided to the City by the City Attorney, the City Attorney shall be paid as follows, effective January 1, 2024:

- (a) A regular salary paid bi-weekly which may be increased by resolution of the City Commission, paid consistent with the City's regular payroll schedule as compensation for basic legal services noted above in Section IIa., IIb., IIc., and IIe. above; and
- (b) \$200.00 per hour for work as specified in II d. above; and
- (c) The City Attorney shall also be reimbursed for expenses reasonably incurred in the performance of the services rendered herein upon satisfactory proof of payment tendered to the City Finance Officer. This expressly includes the cost of admission and reasonable reimbursement for travel, food, and lodging to send the City Attorney or one designated Deputy City Attorney to the annual IMLA continuing education conference. Lodging shall be limited to the basic or standard hotel room

available at the conference location. Travel reimbursement shall be limited to mileage reimbursed at the then-current state rate if the conference is less than a 10-hour drive from Yankton. If the drive is greater, then round-trip airfare shall be reimbursed for one standard “coach” seat. Food reimbursement shall be limited to the standard per diem reimbursement rates per the then-current City travel reimbursement policy.

The City Attorney shall submit an itemized invoice reflecting amounts due under subsections IV(b) or (c) in a form acceptable to the City Finance Officer. The City shall make payment within forty-five (45) days of date of receipt. From time-to-time, by resolution, the City Commission may increase the rates of compensation set forth in this Paragraph IV(a) and (b).

**The Parties reaffirm all other provisions of the *Professional Services Agreement* and the *First Addendum to the Professional Services Agreement* not inconsistent with terms set forth herein.**

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

Dated this the 17<sup>th</sup> day of September, 2024.

  
\_\_\_\_\_  
**Ross K. Den Herder**

Dated this the \_\_\_\_ day of September, 2024.

**CITY OF YANKTON**

Attest:

\_\_\_\_\_  
By: Mason Schramm  
Its: Mayor

\_\_\_\_\_  
Lisa Yardley  
City Finance Officer

## Professional Services Agreement

This Agreement entered into this 27 day of January, 2014, by and between the City of Yankton, an incorporated municipality of the State of South Dakota, hereinafter called "City" and Ross DenHerder, a recognized Attorney at Law, whose principal offices are in the City of Yankton, hereinafter called the "City Attorney".

*Purpose: The purpose of this Agreement is to set out the terms and conditions by which the City Attorney will provide legal services to the City and the basis for compensation for such services.*

**NOW, THEREFORE, BE IT AGREED BY AND BETWEEN THE CITY ATTORNEY AS FOLLOWS:**

**I. Appointment.** *The City does hereby appoint Ross DenHerder as City Attorney for the City of Yankton on the date first written above. As such he shall have full authority and responsibility to act on the City's behalf as required or provided in City Code, State Statute, Federal Law or as hereinafter provided.*

**II. Duties & Responsibilities.** *The City does hereby assign to the City Attorney the following duties and responsibilities to be carried out under the general direction of the City Commission and City Manager.*

- a. *To attend all regular and special City Commission meetings.*
- b. *At the direction of the City Commission or the City Manager, to attend meetings of advisory boards or other staff meetings.*
- c. *To draft legislation for consideration by the City Commission as requested by the City Commission or City Manager.*
- d. *To litigate or negotiate on the City's behalf, all legal disputes or potential legal disputes between the City and other entities as requested by the City Commission or City Manager.*
- e. *To perform other legal duties and assignments as requested, including, but not limited to providing general legal opinions and counsel, review and analysis of case law and statutes; drafting legal documents, contracts, and correspondence; telephone conferences and office conferences on city-related matters; and other tasks completed on behalf of the City.*

**III. Facilities.** *At no additional cost to the City, the City Attorney shall provide offices in the City of Yankton for himself and his employees and shall further provide such furniture, equipment and legal reference material as may be necessary in order to effectively practice in the area of municipal law, provided that certain reference materials belonging to the City, and identified in Attachment "A", are hereby made*

available to the City Attorney to be stored and used in his/her offices and further provided that the City shall pay for the cost of updating these reference materials as the City Manager shall deem appropriate.

**IV. Compensation.** In exchange for the services to be provided to the City by the City Attorney, the City Attorney shall be paid as follows, effective January 27, 2014:

- a. \$3,166.66 per month salary as retainer for basic services noted above in Section 2a, 2b, 2c, 2e above and preferred client status as described in Section 5 below.
- b. \$150.00 per hour for work as specified in 2d above.

City Attorney shall submit a monthly itemized statement for compensation to the City in a form acceptable to the City, for payment pursuant to Paragraph IV (b) above. City shall make payment within forty-five (45) days of date of receipt.

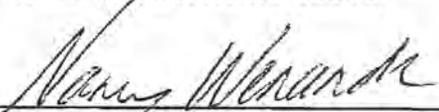
**V. Conflict of Interest.** City Attorney agrees not to accept business which would place the City Attorney in a position of representing two conflicting interests between the City and another client. In this regard the City status shall be that of a "preferred client" with the City's interest taking precedent over other clients.

In a case where City Attorney represents a client whose interests come into conflict with the City on a particular issue, City Attorney will advise both parties of such conflict and withdraw from active involvement in the case.

The City shall not request or expect any services from the City Attorney which would be in any way unethical or illegal.

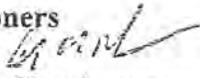
**VI. Term.** This Agreement shall be from the date first written above until December 31, 2014. The Agreement may be terminated by either party for just cause or upon mutual agreement between the parties.

The parties to this Agreement do hereby commit themselves to the faithful performance of this Agreement and bind their heirs, successors, and assigns to such performance and affix their signatures below in agreement to the terms set out hereinabove.

By:   
Nancy Wenande, Mayor

By:   
Ross DenHerder, City Attorney

Memorandum No. 14-22

**TO:** Mayor and City Commissioners  
**FROM:** Amy Nelson, City Manager   
**RE:** Employment Contract with City Attorney  
**DATE:** January 21, 2014

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Members of the City Commission reviewed applications and interviewed the candidates who applied for the City Attorney

**Recommendation:** It is recommended that the Commission approve the Agreement to the Attorney Contract.

## FIRST ADDENDUM TO PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into as of the \_\_\_\_\_ day of February, 2015, by and between **Ross K. Den Herder** ("City Attorney") and the **City of Yankton** ("City").

### RECITALS

1. City Attorney was hired to act as legal counsel for the City.
2. As a part of the City Attorney's representation, City Attorney has an occasional conflict in his time and with clients. As a result, Attorney has asked the City if it would approve the appointment of two Deputy City Attorneys.
3. The purpose of this Agreement is to provide for the appointment of two Deputy City Attorneys, Lindsay Hovden and John Billings, and to provide for annual renewals of the Agreement in the event a new agreement is not executed.

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

- I. Appointment. The City does hereby appoint Ross Den Herder as City Attorney for the City of Yankton on the date first written above. As such, he shall have full authority and responsibility to act on the City's behalf as required or provided in City Code, State Statute, Federal Law or as hereinafter provided. *In addition, the City also appoints Lindsay Hovden as a Deputy City Attorney, who shall have such powers and responsibilities as may be delegated to her by the City Attorney for purposes of assisting the City Attorney in the performance of his responsibilities set forth herein. If the City Attorney is unable to prosecute a municipal ordinance violation due to a conflict of interest, then John Billings, Deputy States Attorney, may act on behalf of the City as a Deputy City Attorney. Any compensation owed to any Deputy City Attorney shall be separately and independently contracted for and paid by the City Attorney and not the City.*

*This paragraph replaces paragraph 1 of the Legal Services Agreement, and the italicized portion thereof is additional language.*

- VI. Term. This Agreement shall be from the date first written above until December 31, 2015. This Agreement may be terminated by either party

for just cause or upon mutual agreement between the parties. *Absent a termination of this Agreement, this Agreement shall automatically renew for additional one-year terms. Therefore, if a new written agreement is not approved and signed by the parties in a particular year, then the terms set forth herein shall roll over and apply for the following calendar year or years. By resolution, the City Commission may increase the rate(s) of compensation set forth in paragraph IV of this Agreement.*

***This paragraph replaces paragraph VI of the Professional Services Agreement, and the italicized portion thereof is additional language.***

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

Dated this the 3<sup>rd</sup> day of February, 2015.

  
\_\_\_\_\_  
Ross K. Den Herder

Dated this the \_\_\_ day of February, 2015.

**CITY OF YANKTON**

\_\_\_\_\_  
By: David Carda  
Its: Mayor

Attest:

\_\_\_\_\_  
Al Viereck  
City Finance Officer