



2024_11_12

**CITY COMMISSION
MEETING**



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

YANKTON BOARD OF CITY COMMISSIONERS

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

Tuesday, November 12, 2024

City of Yankton Community Meeting Room

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

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

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

I. ROUTINE BUSINESS

1. Roll Call

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

Attachment I-2

3. Schedule of Bills

Attachment I-3

4. City Manager's Report

Attachment I-4

5. Proclamations:

- World Kindness Day
- Celebrating the 150th Anniversary of the Yankton Fire Department

6. 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. Work Session

Setting the date of November 25, 2024 at 6:00 PM in Room #114 of the Career Manufacturing Technical Education Academy for the next work session of the Yankton City Commission.

2. **Establish Public Hearing for Renewal of Alcoholic Beverage Licenses**
Establish November 25, 2024 as the date for a public hearing and consideration of the applications for renewal of Alcoholic Beverage Licenses for the 2025 (January 1, 2025 to December 31, 2025) licensing period.

Attachment II-2

III. OLD BUSINESS

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

NONE

IV. NEW BUSINESS

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

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. **Fiscal Year 2025 Budget Adoption**
Consideration of Memorandum #24-226 adopting Resolution #24-55, approving the 2025 fiscal year budget and directing the City Manager to administer the budget as required by state law.

Attachment IV-1
2. **Equipment & Vehicle Replacement Program Schedule**
Consideration of Memorandum #24-227 adopting Resolution #24-56, approving the routine equipment and vehicle replacement program schedule for the City of Yankton.

Attachment IV-2
3. **Sick Leave Payout Addendum**
Consideration of Memorandum #24-228 recommending that the City Commission approve and authorize Mayor Schramm to sign the Addendum to Collective Bargaining Agreements between the City of Yankton and the American Federation of State, County, and Municipal Employees, AFL-CIO Local 3968 and between the City of Yankton and the Yankton Police Officers Association Fraternal Order of Police Lodge #19 for sick leave payout upon separation or retirement effective January 1, 2025.

Attachment IV-3
4. **Lease Agreement Renewal with The Center**
Consideration of Memorandum #24-229 recommending approval of the lease agreement with the Yankton Area Center Board for the use of The Center building located at 900 Whiting Drive.

Attachment IV-4
5. **First Reading of Amendment - Chapter 2 Code of Ordinances**
Consideration of Memorandum #24-230 introducing the amendment of Chapter 2 of the City of Yankton Code of Ordinances and establish November 25th as the second reading and public hearing of said amendment.

Attachment IV-5
6. **Riverside Drive Storm Sewer Project Acceptance**
Consideration of Memorandum #24-235 recommending that the City Commission approve Change Order No. 1, accept the completed Riverside Drive storm sewer project and authorize the Finance Officer to issue a manual check to Slowey Construction, Inc. in the amount of \$79,296.00.

Attachment IV-6

7. **Bid Award for Crushing Salvaged Concrete and Asphalt**
Consideration of Memorandum #24-232 recommending awarding the crushing of salvaged concrete and asphalt contract for 2025 to Slowey Construction of Yankton, South Dakota at a unit price of \$5.24 per ton.

Attachment IV-7
 8. **Bid Award for Steel Walking Floor Trailers for Transfer Station**
Consideration of Memorandum #24-233 recommending the bid for two (2) new steel transfer station walking floor trailers for \$213,688.00 be awarded to Northern Truck & Equipment of Sioux Falls, South Dakota.

Attachment IV-8
 9. **Public Hearing for Sale of Alcoholic Beverages**
Consideration of Memorandum #24-234 regarding the request for a Special On-sale Liquor License for one day, December 6, 2024, from Mojo's 3rd Street Pizza, 102 E 3rd Street. The event will take place at Meridian Venue, 101 E 3rd Street, Yankton, South Dakota.

Attachment IV-9
 10. **21st Street Reconstruction Project Acceptance**
Consideration of Memorandum #24-236 recommending that the City Commission approve Change Order No. 1, accept the completed construction project along 21st Street, and authorize the Finance Officer to issue a manual check to Masonry Components, Inc. in the amount of \$27,580.92.

Attachment IV-10
 11. **Equipment Purchase – Compact Excavator for Parks Dept.**
Consideration of Memorandum #24-237 recommending the approval of the purchase of a new E35 25HP R-2 Bobcat Compact Excavator in the amount of \$61,486.99 for the Parks Department from Titan Machinery, Yankton, South Dakota based on the Sourcewell Contract.

Attachment IV-11
 12. **Active Transportation Sidewalk Installations, Amended Change Order and Final Payment**
Consideration of Memorandum #24-238 recommending that the City Commission accept the Active Transportation Plan amended Change Order No. 1 and authorize the Finance Officer to issue a manual check to Masonry Components, Inc. in the amount of \$99,999.99.

Attachment IV-12
 13. **Extension of Offer to Purchase Property**
Consideration of Memorandum #24-239 regarding Resolution #24-57, an Addendum (extension) to the previously approved Option to Purchase Lot 3 except the +- 2.39 Acre Drainage Easement in Block 1 of Mead's Addition to the City of Yankton.

Attachment IV-13
 14. **Peddler's License**
Consideration of Memorandum #24-240 recommending approval of a Peddler's License from Renuity Operations LLC, d/b/a Mad City Windows & Baths for three individuals to go house to house offering free estimates of home remodeling projects for the period of November 13 to November 20, 2024.

Attachment IV-14
- 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
CONTRACTUAL AND PERSONNEL MATTERS UNDER SDCL 1-25-2**

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

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

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

VII. RECONVENE AS BOARD OF CITY COMMISSIONERS

1. Roll Call

VIII. ADJOURN THE MEETING OF NOVEMBER 12, 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
CITY COMMISSION WORK SESSION
OCTOBER 28, 2024**

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

Roll Call: Present: Commissioners Benson, Brunick, Carda, Hunhoff, Miner, Moser, Webber, and Mayor Schramm. City Manager Leon, City Attorney Den Herder, and Finance Officer Yardley were also present. Quorum present. Commissioner Villanueva arrived at 6:22 p.m.

There were no public appearances at that time.

City Manager Leon introduced and City IT Director Duane Johnson presented an update on the Active Transportation Plan. Since its implementation in 2016, the City of Yankton has added 89,543 feet of sidewalk. Community & Economic Director Dave Mingo recapped the ordinance requiring new subdivisions to have sidewalks, plus the City's sidewalk reimbursement program and incentives for older areas to add sidewalks. Citizens Charlie Gross, Denise Wuebben, and Eric Young spoke on the matter and pointed out several areas that should be a priority, especially busy intersections and areas around schools. General discussion ensued but no official commission action was taken.

Action 24-298

Moved by Commissioner Moser, seconded by Commissioner Webber, to adjourn at 6:58 p.m. All present voted aye; motion carried, 9-0.

Mason Schramm, Mayor

ATTEST:

Lisa Yardley, Finance Officer

Published on November 2, 2024

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

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

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

Action 24-299

Moved by Commissioner Webber, seconded by Commissioner Carda, to approve minutes of regular meeting of October 15, 2024. All present voted aye; motion carried, 9-0.

Action 24-300

Moved by Commissioner Villanueva, seconded by Commissioner Hunhoff, that the Schedule of Bills be approved and warrants be issued as listed below. All present voted aye; motion carried, 9-0.

A&B (Printer) \$440.22; Alcorn/Leah (Refund) \$5.50; American Water Work (Dues) \$240; Benson/Hunter (Refund) \$75; Blackstrap (Road Salt) \$5,541.84; Boller Printing (Envelopes) \$72; Brandt Land Surveying (Cemetery Survey) \$1,200; Clark's Rental (Rental) \$1,020; Code 2 Canine (Patrol Tech) \$450; Credit Collections (Garnishment) \$100; Den Herder Law (Legal Services) \$16,356.77; Den Herder/Ross (Reimbursement) \$11.64; Design Solutions (Service Call) \$320; Drain Doctor (Repairs) \$173; Electric Pump (Lift Station Pump) \$6,131.31; Elks Lodge (Event Rental) \$225; Erickson/Jeffrey (Bridge Celebration) \$250; Fejfar Plumbing (Sertoma) \$1,759.31; Graybar (Service Call) \$7,435.69; Hanson Briggs (Fire Prevention Material) \$281.54; Hawkins (Chemicals) \$26,678.15; Hunhoff/Brian (Mileage) \$202.34; Klein's (Mowing) \$150; Knife River (Concrete Sand) \$1,655.39; Language Line (Services) \$199.66; Larry's Heating (Parts) \$320; Lewis & Clark BHS (Special Appropriation) \$10,000; Lodge at Deadwood (Lodging) \$720; M & T Fire (Gloves) \$408.58; Macqueen (Helmet) \$365.45; Merkel Electric (Services) \$76.50; MidAmerican Energy (Fuel) \$1,017.20; Millennium Recycling (Fees) \$2,526.30; Observer (Ads) \$48; Planning & Development Dist (Sacred Heart Asbestos) \$1,750; Power Source Electric (Park Shop) \$3,614.30; Press & Dakotan (Legal Notices) \$1,098.76; RDG (Comprehensive Plan) \$14,120.04; Redlinger Bros (Pool Repairs) \$5,614.98; Rose Equip (Parts) \$698.46; SD State Historical (Books) \$93.62; SDML (Renewal) \$ 241,353; ShurCo (Repairs) \$6,270.70; Subsurface Solutions (Subscription) \$540; Titan Machinery (Parts) \$855.51; Tropical Creations (Maintenance) \$701; VCI (Sacred Heart Asbestos) \$4,850; Welfl Const (City Hall Remodel) \$5,400; Yankton Fire & Safety (Inspection) \$35.

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

Volin Citizen Deanna Huether expressed interest in purchasing city-owned railroad property in Volin. City Manager Leon is working with the Commission on how to proceed and recommended for Deanna to leave her contact information.

Action 24-301

Moved by Commissioner Villanueva, seconded by Commissioner Moser, to approve the consent agenda items listed below. All present voted aye; motion carried, 9-0.

1. Establish November 12, 2024 as the date for a public hearing and consideration of the applications for renewal of Alcoholic Beverage Licenses for the 2025 (January 1, 2025 to December 31, 2025) licensing period.

Action 24-302

This was the time and place for the public hearing regarding the request for a Special On-sale Liquor License for one day, November 9, 2024, from Riverfront Brewery Inc., dba Brewery, 204 Walnut. The event will take place at the Meridian Venue, 101 E. 3rd St, Yankton, South Dakota. (Memorandum 24-217) No one was present to speak for or against the application. Moved by Commissioner Webber, seconded by Commissioner Benson, to approve the license. All present voted aye; motion carried, 9-0.

Action 24-303

This was the time and place for the public hearing regarding the request for a Special On-sale Liquor License for one day, November 22, 2024, from Riverfront Brewery Inc., dba Brewery, 204 Walnut. The event will take place at the Meridian Venue, 101 E. 3rd St, Yankton, South Dakota. (Memorandum 24-218) No one was present to speak for or against the application. Moved by Commissioner Villanueva, seconded by Commissioner Brunick, to approve the license. All present voted aye; motion carried, 9-0.

Action 24-304

This was the time and place for the public hearing regarding the request for a Special On-sale Malt Beverage Retailers License and a Special On-sale Wine Retailers License for one day, February 22, 2025, from Ben’s Brewing Co, 719 Walnut St. The event will take place at Dakota Archery, 2305 E Hwy 50, Yankton, South Dakota. (Memorandum 24-219) No one was present to speak for or against the application. Moved by Commissioner Webber, seconded by Commissioner Miner, to approve the license. All present voted aye; motion carried, 9-0.

Action 24-305

Moved by Commissioner Hunhoff, seconded by Commissioner Benson, to approve Resolution #24-52 (Memorandum 24-220) All present voted aye; motion carried, 9-0.

RESOLUTION #24-52

ADJUSTING FEE FOR SIGN CONTRACTOR LICENSE

WHEREAS, the City of Yankton has adopted an Ordinance to regulate the use of signs within the City of Yankton including who installs these signs, and;

WHEREAS, the City of Yankton has determined that it is necessary to adjust the existing rates for increased time, labor, and costs associated with administering licenses within the City of Yankton, and;

WHEREAS, the City Commission has authority to establish this license fee by resolution per Yankton Municipal Code Sec. 2-73(a), and;

WHEREAS, the license fee for sign contractors has not increased since 1977.

NOW, THEREFORE, BE IT RESOLVED by the Board of City Commissioners of Yankton, South Dakota do hereby adopt the annual fee for a Sign Contractor license as \$50.00.

Action 24-306

Moved by Commissioner Brunick, seconded by Commissioner Benson, to authorize the City Manager to sign all documents associated with the 2025 FAA Airport Grant Pre-Applications for the Reconstruct GA Terminal Apron Project AIP#3-46-0062-041-2025 and BIL/AIG#3-46-0062-040-2025. (Memorandum 24-221) All present voted aye; motion carried, 9-0.

Action 24-307

Moved by Commissioner Benson, seconded by Commissioner Webber, to approve Resolution #24-53 (Memorandum 24-222) All present voted aye; motion carried, 9-0.

RESOLUTION #24-53

A RESOLUTION TO RESTRICT PARKING
ON FIRST DAKOTA DRIVE
FROM 31ST STREET, NORTH, FOR A DISTANCE OF 225 FEET

WHEREAS, the First Dakota Drive is part of the City of Yankton transportation system; and

WHEREAS, this section of roadway is public right-of-way; and

WHEREAS, the current volume of traffic can, at times, create congestion at the 31st & First Dakota Drive intersection; and

WHEREAS, the street width can accommodate a turn lane, once on street parking is restricted; and

WHEREAS, The Board of City Commissioners of the City of Yankton has the authority to establish and revoke parking restrictions within the City of Yankton;

NOW, THEREFORE, BE IT RESOLVED by the Board of City Commissioners of the City of Yankton, SD, that parking is prohibited on First Dakota Drive from 31st Street, north, for a distance of 225 feet.

Action 24-308

Moved by Commissioner Villanueva, seconded by Commissioner Webber, to approve the \$33,725.00 cost of the amphitheater railing project, authorize the City Finance Officer to include necessary funds for the project in the 2024 supplement, and authorize the City Manager to move forward with the project completion as conditions permit. City Manager Leon clarified this is for two separate center section railings with no change to the cost. (Memorandum 24-223) All present voted aye; motion carried, 9-0.

Action 24-309

Moved by Commissioner Webber, seconded by Commissioner Carda, to approve Resolution #24-54. (Memorandum 24-224) All present voted aye; motion carried, 9-0.

RESOLUTION #24-54

ADJUSTING FEE FOR COMMERCIAL COLLECTOR OF SOLID WASTE LICENSE

WHEREAS, the City of Yankton has determined that it is necessary to adjust the existing rates for increased time, labor, and costs associated with administering licenses within the City of Yankton, and;

WHEREAS, the City Commission has authority to establish this license fee by resolution per Yankton Municipal Code Sec. 10-20, and;

WHEREAS, the current fee has not increased since 1975, and;

WHEREAS, the license terminology “Private Collector of Refuse” is the same as “Commercial Collector of Solid Waste” referred in Yankton Municipal Code Chapter 3, Article III.

NOW, THEREFORE, BE IT RESOLVED by the Board of City Commissioners of Yankton, South Dakota do hereby adopt the following license fee effective January 1, 2025:

Commercial Collector of Solid Waste	\$50.00/year for one truck plus
	\$25.00/year for each additional truck

Action 24-310

Moved by Commissioner Hunhoff, seconded by Commissioner Moser, to approve the renovation of a current Yankton Police Department office space into a break room and upgrade the front desk area of the Safety Center at an estimated cost of \$17,011.98. (Memorandum 24-225) All present voted aye; motion carried, 9-0.

Action 24-311

Moved by Commissioner Villanueva, seconded by Commissioner Moser, to adjourn into Executive Session at 7:23 p.m. to discuss contractual, litigation, and personnel matters under SDCL 1-25-2. All present voted aye; motion carried, 9-0.

Regular meeting of the Board of City Commissioners of the City of Yankton was reconvened by Mayor Schramm at 8:05 p.m.

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

Action 24-312

Moved by Commissioner Benson, seconded by Commissioner Webber, to adjourn at 8:05 p.m. All present voted aye; motion carried, 9-0.

Mason Schramm, Mayor

ATTEST: _____
Lisa Yardley, Finance Officer

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
A-OX WELDING SUPPLY CO I	PETROLEUM GAS	84.87	CHEMICALS & GASES	801.801.240		1403838	078387	P	088	00001
	PROPANE	83.55	CHEMICALS & GASES	801.801.240		313564	078437	P	088	00126
		168.42	*VENDOR TOTAL							
ALS	AMMUNITION	419.45	AMMUNITION	101.111.267		48560	241576	P	088	00003
AVERA EDUCATION & STAFFI	AESS TESTING	80.00	CONFERENCE & MEETINGS	208.208.265		27	240024	P	088	00002
BANNER ASSOCIATES INC	BRIDGE DESIGN	14,491.00	CEDAR STREET BRIDGE	207.221.397		43224	243003	P	088	00005
	ENGINEERING	2,915.50	23RD STREET BRIDGE	207.221.389		43225	243009	P	088	00006
		17,406.50	*VENDOR TOTAL							
BEST WESTERN BLACK HILLS	LODGING	284.00	TRAVEL EXPENSE	101.111.263		301	241578	P	088	00004
CENTURYLINK	PHONE	67.06	TELEPHONE	611.611.271		11012024	003065	P	088	00007
CERTIFIED TESTING SERVIC	GEHL DRIVE TESTING	4,305.75	ROAD & UTILITY DEVELOPME	515.588.320		SC48352	243023	P	088	00011
CHS, INC	BULK DEF	400.00	GARAGE GASOLINE & LUBRIC	801.801.238		84476	078419	P	088	00013
CITY OF VERMILLION	JT POWER	81,311.34	COST OF SERVICE PROVIDED	637.637.206		11012024	003067	P	088	00015
CLARK'S RENTAL LLC	BLADE	900.00	GARAGE PARTS	801.801.249		99585	078434	P	088	00014
CREATIVE FORMS & CONCEPT	1099 FORMS	116.59	OFFICE SUPPLIES	101.104.232		120787	024404	P	088	00012
CREDIT COLLECTION SERVIC	UTILITY COLLECTION SEPT	117.11	PROFESSIONAL SERVICES	601.601.202		10232024	001858	P	088	00008
	UTILITY COLLECTION SEPT	12.65	PROFESSIONAL SERVICES	611.611.202		10232024	001858	P	088	00009
	UTILITY COLLECTION SEPT	29.98	PROFESSIONAL SERVICES	631.631.202		10232024	001858	P	088	00010
		159.74	*VENDOR TOTAL							
DEN HERDER LAW OFFICE, P	IMLA CONFERENCE REIMBURS	2,090.49	PROFESSIONAL SERVICES	101.103.202		32598	082005	P	088	00016
DEPT OF ENVIRONMENT	2005L-RLA-106	9,420.83	SCALE PRINCIPAL	637.637.441		2005LRLA106	021859	P	088	00134
	2005L-RLA-106	284.74	INTEREST EXPENSE	637.637.411		2005LRLA106	021859	P	088	00135

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
DEPT OF ENVIRONMENT										
	2005L-RLA-106-2	2,171.57	SCALE PRINCIPAL	637.637.441		2005LRLA1062	021858	P	088	00132
	2005L-RLA-106-2	133.25	INTEREST EXPENSE	637.637.411		2005LRLA1062	021858	P	088	00133
	2016L-SW-301	22,888.35	SCALE PRINCIPAL	637.637.441		2016LSW301	021863	P	088	00130
	2016L-SW-301	1,589.07	INTEREST EXPENSE	637.637.411		2016LSW301	021863	P	088	00131
	2017L-REC-403 SW	24,399.87	SWMP PRINCIPAL	631.631.441		2017LREC403SW	021864	P	088	00128
	2017L-REC-403 SW	2,285.91	INTEREST EXPENSE	631.631.411		2017LREC403SW	021864	P	088	00129
		63,173.59	*VENDOR TOTAL							
DEPT OF HEALTH										
	TESTING	225.00	PROFESSIONAL SERVICES	203.203.202		10617106	240217	P	088	00020
	TESTING	3,422.00	PROFESSIONAL SERVICES	601.601.202		10618115	240217	P	088	00019
		3,647.00	*VENDOR TOTAL							
DETECTACHEM, INC										
	SPECTROMETER	65,775.00	EQUIPMENT	101.111.350		INV16466	241562	P	088	00017
FIRST DAKOTA NAT'L BANK										
	FIRE STATION DEBT SERV	10,720.00	INTEREST	101.114.411		10072024	021860	P	088	00021
	FIRE STATION DEBT SERV	145,000.00	PRINCIPAL	101.114.441		10072024	021860	P	088	00022
		155,720.00	*VENDOR TOTAL							
GEOTEK ENG & TESTING SER										
	TESTING	1,026.00	CEDAR ST, 2ND TO 4TH	506.572.391		73540	243024	P	088	00025
GERSTNER OIL CO										
	JET FUEL	22,497.45	GARAGE GASOLINE & LUBRIC	101.127.238		197787	024675	P	088	00024
	FUEL	1,905.45	GARAGE GASOLINE & LUBRIC	801.801.238		51668	078430	P	088	00023
		24,402.90	*VENDOR TOTAL							
HARN RO SYSTEMS INC										
	FILTERS	11,691.97	REP. & MAINT. - PLANT	601.601.221		IN-3702	240219	P	088	00031
	RUPTURE DISK	893.13	REP. & MAINT. - PLANT	601.601.221		IN-3705	240219	P	088	00032
		12,585.10	*VENDOR TOTAL							
HAWKINS INC										
	CHEMICALS	13,998.00	CHEMICALS & GASES	601.601.240		6887362	240222	P	088	00027
	CHEMICALS	9,175.33	CHEMICALS & GASES	601.601.240		6900884	240222	P	088	00026
	CHEMICALS	13,812.00	CHEMICALS & GASES	601.601.240		6904861	240222	P	088	00028
		36,985.33	*VENDOR TOTAL							
HULSTEIN EXCAVATION INC										
	CEDAR STREET CONSTRUCT	698,388.93	CEDAR ST, 2ND TO 4TH	506.572.391		2023-028	243025	P	088	00029
	CEDAR STREET CONSTRUCT	41,886.45	CEDAR, 2ND TO 4TH	602.602.339		2023-028	243025	P	088	00030
		740,275.38	*VENDOR TOTAL							
J & H CLEANING SERVICE										
	JANITORIAL	1,200.00	CONTRACTED SERVICES	101.142.204		03312398	081553	P	088	00035
	JANITORIAL	3,000.00	CONTRACTED SERVICES	203.203.204		03312399	078206	P	088	00034
		4,200.00	*VENDOR TOTAL							

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
JOHN T JONES CONSTRUCTIO	WASTEWATER IMPROVEMENTS	579,744.57	2023 WW TREATMENT	SRF/AR 611.611.333		10292024	024703	P	088	00033
K CONSTRUCTION LLC	ADA REMODEL	9,904.61	ALA ACCESSIBILITY GRANT	701.701.318		2023-1218	024664	P	088	00046
KIESLER'S POLICE SUPPLY	AMMUNITION	5,895.81	AMMUNITION	101.111.267		IN248595	241577	P	088	00047
KLEINS TREE SERVICE	GRIND STUMPS	750.00	EMERALD ASH BORE STUMPS	201.201.250		2198	078207	P	088	00045
KLJ ENGINEERING LLC	ENGINEERING	20,500.00	DESIGN/CONST NORTH TAXIW	502.511.390		10215877	078385	P	088	00036
KNIFE RIVER - SOUTH DAKO	CONCRETE	940.00	OPEN ASPHALT	506.572.376		486368	078433	P	088	00039
	CONCRETE	814.00	OPEN ASPHALT	506.572.376		487551	078432	P	088	00040
	CONCRETE	586.50	OPEN ASPHALT	506.572.376		487552	078431	P	088	00044
	CONCRETE	1,955.00	OPEN ASPHALT	506.572.376		487553	078429	P	088	00043
	ASPHALT	8,445.36	OPEN ASPHALT	506.572.376		488185	078428	P	088	00042
	ASPHALT	1,926.32	OPEN ASPHALT	506.572.376		488898	078438	P	088	00038
	ASPHALT	4,048.88	OPEN ASPHALT	506.572.376		488899	078427	P	088	00041
	CONCRETE	188.00	OPEN ASPHALT	506.572.376		489682	078442	P	088	00037
		18,904.06	*VENDOR TOTAL							
MASONRY COMPONENTS INC	8TH ST CONSTRUCTION	557,708.82	8TH ST, BURLEIGH TO FERD	506.572.384		2023-027	243019	P	088	00048
	8TH ST CONSTRUCTION	28,679.88	8TH ST, BURLEIGH TO FERD	602.602.330		2023-027	243019	P	088	00049
		586,388.70	*VENDOR TOTAL							
MERKEL ELECTRIC	DOWNTOWN OUTLETS	326.40	REP. & MAINT. - BUILDING	201.201.223		11219	078205	P	088	00052
MIDWEST TAPE	BOOKS	76.98	AV - CAPITAL	101.142.342		506072035	081554	P	088	00050
	BOOKS	99.98	AV - CAPITAL	101.142.342		506139632	081554	P	088	00051
		176.96	*VENDOR TOTAL							
MOTOROLA SOLUTIONS INC	BODY CAMERAS	32,545.99	EQUIPMENT	101.111.350		8282003661	240020	P	088	00053
NEW CENTURY FS	FUEL	22,056.30	GARAGE GASOLINE & LUBRIC	801.801.238		381000968	078412	P	088	00055
	FUEL	28,197.60	GARAGE GASOLINE & LUBRIC	801.801.238		381000969	078426	P	088	00054
		50,253.90	*VENDOR TOTAL							
OBSERVER	ADVERTISMENT	48.00	ADVERTISING	203.203.211		2418	782105	P	088	00056

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
ONWARD YANKTON	MERIDIAN CELEBRATION	3,500.00	SPECIAL EVENTS - ACTIVIT	211.231.575		10122024-3	078204	P	088	00057
	AQUATIC CENTER EVENT	50.00	PROGRAM SUPPLIES	101.142.242		10282024	081627	P	088	00058
		3,550.00	*VENDOR TOTAL							
OVERHEAD DOOR CO	REPAIR	181.00	BUILDING REPAIR & MAINT.	637.637.223		95007	078435	P	088	00125
POWER SOURCE ELECTRIC	SERVICE	1,133.69	REP. & MAINT. - BUILDING	202.202.223		S-69292	078208	P	088	00060
	REPAIR/SERVICE POOL PUMP	1,475.77	REP. & MAINT. - BUILDING	203.203.223		S-69308	078209	P	088	00059
		2,609.46	*VENDOR TOTAL							
PRESS & DAKOTAN/YANKTON	LEGAL NOTICE	12.32	PUBLISHING	101.106.211		160946	024652	P	088	00061
	SURPLUS AUCTION	67.68	PUBLISHING	101.104.211		161113	081520	P	088	00062
	BID NOTICE	33.40	PROFESSIONAL SERVICES	101.123.202		161283	078409	P	088	00065
	BID NOTICE	37.16	PUBLISHING & ADVERTISING	637.637.211		161284	078410	P	088	00066
	PUBLIC NOTICE	21.60	PUBLISHING	101.106.211		161340	024656	P	088	00064
	PUBLISH ORDINANCE	19.36	PUBLISHING	101.101.211		161607	081924	P	088	00063
	COMMISSION MINUTES	437.28	PUBLISHING	101.101.211		161753	081140	P	088	00067
	TREE TRIMMING AD	66.48	PUBLISHING	101.106.211		2504	024650	P	088	00068
		695.28	*VENDOR TOTAL							
QUADIENT	POSTAGE LEASE	39.06	POSTAGE	101.102.231		Q1559457	012407	P	088	00069
	POSTAGE LEASE	39.06	POSTAGE	101.104.231		Q1559457	012407	P	088	00070
	POSTAGE LEASE	70.30	POSTAGE	101.111.231		Q1559457	012407	P	088	00071
	POSTAGE LEASE	187.47	POSTAGE	101.122.231		Q1559457	012407	P	088	00072
	POSTAGE LEASE	210.91	POSTAGE	601.601.231		Q1559457	012407	P	088	00073
	POSTAGE LEASE	132.79	POSTAGE	611.611.231		Q1559457	012407	P	088	00074
	POSTAGE LEASE	78.11	POSTAGE	631.631.231		Q1559457	012407	P	088	00075
	POSTAGE LEASE	23.43	POSTAGE	637.637.231		Q1559457	012407	P	088	00076
	SEALING KIT	33.00	REP. & MAINT. - EQUIPMEN	101.104.221		40237448	012407	P	088	00077
		814.13	*VENDOR TOTAL							
ROCS	DEPOSIT REFUND	255.68	UTILITY CUSTOMER DEPOSIT	601.2090		REFUND-JENSEN	082004	P	088	00079
RODGERS-CONTI / SHERRILL	ADULT CRAFT SUPPLIES	200.00	RECREATION SUPPLIES	701.701.242		10312024	081628	P	088	00078
SABER SHRED SOLUTIONS IN	SCRAP TIRES	12,251.00	PROFESSIONAL SERVICES &	637.637.202		2667	078386	P	088	00081
SHUR-CO	PARTS	1,442.15	GARAGE PARTS	801.801.249		1253328	078425	P	088	00082
SITE WORKS, INC	GEHL DRIVE CONSTRUCTION	479,064.87	ROAD & UTILITY DEVELOPME	515.588.320		2023-009	243013	P	088	00083

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
SOUTH DAKOTA DEPT OF	CERTIFICATION EXAM	60.00	LEARNING	601.601.264		11042024	240223	P	088	00127
SOUTH DAKOTA 811	MESSAGE FEE	279.30	LOCATES	601.601.208		SD24-02686	240225	P	088	00080
THE DRAIN DOCTOR	REPAIR/SERVICE	173.00	REP. & MAINT. - BUILDING	101.141.223		2302	024665	P	088	00018
THIRD MILLENNIUM ASSOCIA	UTILITY BILLING	351.76	PROFESSIONAL SERVICES	601.601.202		31840	003880	P	088	00084
	UTILITY BILLING	336.11	PROFESSIONAL SERVICES	611.611.202		31840	003880	P	088	00085
	UTILITY BILLING	93.79	PROFESSIONAL SERVICES	631.631.202		31840	003880	P	088	00086
		781.66	*VENDOR TOTAL							
TOTAL RESPONSE	DISPATCH CERTIFICATIONS	2,786.00	PROFESSIONAL SERVICES	208.208.202		83436	240025	P	088	00136
UNITED LABORATORIES INC	HAND WIPES	365.98	JANITORIAL SUPPLIES	601.601.236		INV419457	240218	P	088	00087
UNITED STATES POSTAL SER	POSTAGE	7.74	POSTAGE	101.122.231		10022024	002989	P	088	00088
	POSTAGE	155.96	POSTAGE	101.104.231		10022024	002989	P	088	00089
	POSTAGE	2.76	POSTAGE	101.111.231		10022024	002989	P	088	00090
	POSTAGE	146.28	POSTAGE	201.201.231		10022024	002989	P	088	00091
	POSTAGE	7.59	POSTAGE	637.637.231		10022024	002989	P	088	00092
	POSTAGE	16.56	POSTAGE	101.102.231		10022024	002989	P	088	00093
	POSTAGE	7.59	POSTAGE	101.106.231		10022024	002989	P	088	00094
	POSTAGE	184.10	POSTAGE	203.203.231		10022024	002989	P	088	00095
	POSTAGE	117.99	POSTAGE	601.601.231		10022024	002989	P	088	00096
	POSTAGE	112.75	POSTAGE	611.611.231		10022024	002989	P	088	00097
	POSTAGE	31.46	POSTAGE	631.631.231		10022024	002989	P	088	00098
	POSTAGE	17.91	OFFICE SUPPLIES	101.123.232		10022024	002989	P	088	00099
		808.69	*VENDOR TOTAL							
VESSCO, INC.	EQUIPMENT	1,624.00	REP. & MAINT. - PLANT	601.601.221		95585	240220	P	088	00102
	EQUIPMENT	1,440.68	REP. & MAINT. - PLANT	601.601.221		95612	240220	P	088	00101
	PARTS	261.82	REP. & MAINT. - PLANT	601.601.221		95672	240221	P	088	00100
		3,326.50	*VENDOR TOTAL							
WANDERMORE PUBLISHING LL	TWO SOUTH DAKOTA BOOKS	49.98	BOOKS	101.142.340		WP-150	081626	P	088	00104
	TWO SOUTH DAKOTA BOOKS	6.50	POSTAGE	101.142.231		WP-150	081626	P	088	00105
		56.48	*VENDOR TOTAL							
WERMERS WOOD WORKS	CENTENNIAL GIFTS	200.00	SPECIAL EVENTS - ACTIVIT	211.231.575		10092024	078203	P	088	00103

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
WHITE CAP, LP	SCREED	13,808.00	EQUIPMENT	101.123.350		50028851979	024624	P	088	00106
XEROX FINANCIAL SERVICES	COPIER LEASE	410.99	COPIES	101.105.234		6331420	021748	P	088	00117
	COPIER LEASE	254.96	COPIES	101.105.234		6331420	021748	P	088	00118
	COPIER LEASE	141.94	CONTRACTED SERVICES	203.203.204		6331420	021748	P	088	00119
	COPIER LEASE	64.46	COPIES	203.203.234		6331420	021748	P	088	00120
	COPIER LEASE	141.94	COPIES	101.111.234		6331420	021748	P	088	00121
	COPIER LEASE	25.71	COPIES	101.111.234		6331420	021748	P	088	00122
	COPIER LEASE	141.94	COPIES	101.104.234		6331420	021748	P	088	00123
	COPIER LEASE	66.79	COPIES	101.104.234		6331420	021748	P	088	00124
		1,248.73	*VENDOR TOTAL							
YANKTON COUNTY SHERIFF D	PAPERS SERVED	50.00	PROFESSIONAL SERVICES	101.111.202		202406213	081932	P	088	00116
YANKTON FIRE & SAFETY CO	FIRE EXTINGUISHER	45.00	PROFESSIONAL SERVICES	101.111.202		29804	241579	P	088	00111
YANKTON POLICE DEPARTMEN	PETTY CASH	28.00	TRAVEL EXPENSE	101.111.263		YPD11.4	241578	P	088	00113
YANKTON SCHOOL DISTRICT	3RD QTR 2024	27,710.36	COST OF SERVICE PROVIDED	203.203.206		09302024	024705	P	088	00114
	3RD QTR 2024	45,430.23	COMMON BLDG EQUIPMENT	506.571.350		09302024	024705	P	088	00115
		73,140.59	*VENDOR TOTAL							
YANKTON THRIVE	SPECIAL APPROPRATION	115,000.00	YANKTON THRIVE	211.231.551		10312024	081502	P	088	00112

Schedule of Bills

VENDOR NAME	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
DESCRIPTION							
REPORT TOTALS:	3,234,160.14						

RECORDS PRINTED - 000132

Schedule of Bills

FUND RECAP :

FUND	DESCRIPTION	DISBURSEMENTS
101	GENERAL FUND	303,210.08
201	PARKS AND RECREATION	1,222.68
202	HUETHER FAMILY AQUATICS CTR	1,133.69
203	SUMMIT ACTIVITY CENTER	32,849.63
207	BRIDGE AND STREET	17,406.50
208	911/DISPATCH	2,866.00
211	LODGING SALES TAX	118,700.00
502	AIRPORT CAPITAL	20,500.00
506	SPECIAL CAPITAL IMPROV	1,321,458.04
515	EAST YANKTON TID #11 - GEHL	483,370.62
601	WATER OPERATION	58,077.66
602	WATER RENEWAL/REPLACEMENT	70,566.33
611	WASTE WATER OPERATION	580,405.93
631	SOLID WASTE	26,919.12
637	JOINT POWER	130,299.33
701	LIBRARY TRUST	10,104.61
801	CENTRAL GARAGE	55,069.92
TOTAL ALL FUNDS		3,234,160.14

BANK RECAP :

BANK	NAME	DISBURSEMENTS
1DAK	FIRST DAKOTA NAT'L BANK CORP	3,234,160.14
TOTAL ALL BANKS		3,234,160.14

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

DATE APPROVED BY

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CLAIM NUMBER	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	INVOICE	PO#	F/P	ID	LINE
AFLAC		00025							
	CANCER & ICU PREMIUMS	4,949.02	CANCER & ICU SUPPLEMENTA	711.2075	OCT 2024	001234	P	055	00002
	CANCER & ICU PREMIUMS	4,885.40	CANCER & ICU SUPPLEMENTA	711.2075	10/24/2024	001234	P	055	00114
		9,834.42	*TOTAL						
AFSCME COUNCIL 65		06454							
	UNION DEDUCTIONS	534.98	MISC. EMP. DED.	711.2079	10/11/2024			055	00092
	UNION DEDUCTIONS	534.98	MISC. EMP. DED.	711.2079	10/25/2024			055	00109
		1,069.96	*TOTAL						
AVERA HEALTH PLANS		05140							
	INSURANCE PREMIUMS	85,632.03	HEALTH INSURANCE	711.2068	9/26/2024	005122	P	055	00014
CITY UTILITIES		00109							
	WATER-WW CHARGES	662.13	WATER SERVICE	101.114.274	09/19/2024	002642	P	055	00024
	WATER-WW CHARGES	68.08	SEWER SERVICE	101.114.275	09/19/2024	002642	P	055	00025
	WATER-WW CHARGES	148.21	WATER SERVICE	101.125.274	09/19/2024	002642	P	055	00019
	WATER-WW CHARGES	64.64	SEWER SERVICE	101.125.275	09/19/2024	002642	P	055	00020
	WATER-WW CHARGES	940.30	WATER SERVICE	101.127.274	09/19/2024	002642	P	055	00016
	WATER-WW CHARGES	962.40	WASTEWATER SERVICE	101.127.275	09/19/2024	002642	P	055	00017
	WATER-WW CHARGES	52.00	LANDFILL	101.127.276	09/19/2024	002642	P	055	00018
	WATER-WW CHARGES	204.91	WATER SERVICE	101.141.274	09/19/2024	002642	P	055	00039
	WATER-WW CHARGES	125.84	SEWER SERVICE	101.141.275	09/19/2024	002642	P	055	00040
	WATER-WW CHARGES	518.57	WATER SERVICE	101.142.274	09/19/2024	002642	P	055	00041
	WATER-WW CHARGES	64.64	SEWER SERVICE	101.142.275	09/19/2024	002642	P	055	00042
	WATER-WW CHARGES	33,124.14	WATER SERVICE	201.201.274	09/19/2024	002642	P	055	00031
	WATER-WW CHARGES	1,268.72	SEWER SERVICE	201.201.275	09/19/2024	002642	P	055	00032
	WATER-WW CHARGES	6,652.13	WATER SERVICE	202.202.274	09/19/2024	002642	P	055	00033
	WATER-WW CHARGES	2,597.68	SEWER SERVICE	202.202.275	09/19/2024	002642	P	055	00034
	WATER-WW CHARGES	623.91	WATER SERVICE	203.203.274	09/19/2024	002642	P	055	00035
	WATER-WW CHARGES	221.04	SEWER SERVICE	203.203.275	09/19/2024	002642	P	055	00036
	WATER-WW CHARGES	3,462.06	WATER SERVICE	601.601.274	09/19/2024	002642	P	055	00037
	WATER-WW CHARGES	921.11	WATER SERVICE	611.611.274	09/19/2024	002642	P	055	00038
	WATER-WW CHARGES	55.36	WATER SERVICE	631.631.274	09/19/2024	002642	P	055	00029
	WATER-WW CHARGES	30.64	SEWER SERVICE	631.631.275	09/19/2024	002642	P	055	00030
	WATER-WW CHARGES	144.22	WATER	637.637.274	09/19/2024	002642	P	055	00021
	WATER-WW CHARGES	54.48	WW SERVICE	637.637.275	09/19/2024	002642	P	055	00022
	WATER-WW CHARGES	26.00	LANDFILL	637.637.276	09/19/2024	002642	P	055	00023
	WATER-WW CHARGES	99.12	WATER SERVICE	801.801.274	09/19/2024	002642	P	055	00026
	WATER-WW CHARGES	95.28	SEWER SERVICE	801.801.275	09/19/2024	002642	P	055	00027
	WATER-WW CHARGES	26.00	LANDFILL	801.801.276	09/19/2024	002642	P	055	00028
		53,213.61	*TOTAL						
CSG FORTE		07775							
	CC PROCESSING FEES	204.01	PROFESSIONAL SERVICES	203.203.202	12610443	024419	P	056	00001
	CC PROCESSING FEES	240.05	PROFESSIONAL SERVICES	203.203.202	12610503	024419	P	056	00002
		444.06	*TOTAL						
DEPT OF SOCIAL SERVICES		01681							
	CHILD SUPPORT	1,037.71	MISC. EMP. DED.	711.2079	10/11/2024			055	00087
	CHILD SUPPORT	1,037.71	MISC. EMP. DED.	711.2079	10/25/2024			055	00104
		2,075.42	*TOTAL						

CLAIM NUMBER	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	INVOICE	PO#	F/P	ID	LINE
FIRST DAKOTA NAT'L BANK		07493							
	HSA CONTRIBUTIONS	3,255.70	HSA EMPLOYER CONTRIBUTIO	711.2052	10/11/2024			055	00085
	HSA CONTRIBUTIONS	2,209.25	HSA EMPLOYEE CONTRIBUTIO	711.2053	10/11/2024			055	00086
	HSA CONTRIBUTIONS	3,255.70	HSA EMPLOYER CONTRIBUTIO	711.2052	10/25/2024			055	00102
	HSA CONTRIBUTIONS	1,595.61	HSA EMPLOYEE CONTRIBUTIO	711.2053	10/25/2024			055	00103
		10,316.26	*TOTAL						
FIRST NATIONAL BANK FSA		07494							
	CAFETERIA PLAN	919.99	FLEX DAYCARE	711.2054	10/11/2024			055	00090
	CAFETERIA PLAN	341.24	FLEX MEDICAL	711.2055	10/11/2024			055	00091
	CAFETERIA PLAN	919.99	FLEX DAYCARE	711.2054	10/25/2024			055	00107
	CAFETERIA PLAN	341.24	FLEX MEDICAL	711.2055	10/25/2024			055	00108
		2,522.46	*TOTAL						
ICMA RETIREMENT TRUST -		00287							
	CONTRIBUTIONS	80.00	ICMA DEFERRED COMPENSATI	711.2067	10/11/2024			055	00084
	CONTRIBUTIONS	80.00	ICMA DEFERRED COMPENSATI	711.2067	10/25/2024			055	00101
		160.00	*TOTAL						
LUMEN		07496							
	FIBER INTERNET	400.27	INTERNET ACCESS	101.105.270	704500236	023065	P	055	00015
MIDAMERICAN ENERGY COMPA		00303							
	HEATING FUEL	95.13	FUEL-HEATING	101.114.273	10/11/2024			055	00063
	HEATING FUEL	11.42	FUEL-GENERATOR	101.115.273	10/11/2024			055	00062
	HEATING FUEL	1,082.76	ROAD MATERIALS	101.123.239	10/11/2024			055	00069
	HEATING FUEL	57.50	FUEL-HEATING	101.125.273	10/11/2024			055	00064
	HEATING FUEL	49.05	FUEL-HEATING	101.127.273	10/11/2024			055	00060
	HEATING FUEL	148.19	FUEL-HEATING	101.141.273	10/11/2024			055	00068
	HEATING FUEL	21.25	FUEL-HEATING	101.142.273	10/11/2024			055	00066
	HEATING FUEL	64.47	FUEL-HEATING	201.201.273	10/11/2024			055	00067
	HEATING FUEL	4,387.52	FUEL-HEATING	202.202.273	10/11/2024			055	00065
	HEATING FUEL	239.41	FUEL-HEATING	601.601.273	10/11/2024			055	00071
	HEATING FUEL	9.25	FUEL-HEATING	611.611.273	10/11/2024			055	00072
	HEATING FUEL	54.75	HEATING FUEL - GAS	637.637.273	10/11/2024			055	00070
	HEATING FUEL	64.88	FUEL-HEATING	801.801.273	10/11/2024			055	00061
		6,285.58	*TOTAL						
MONEY MOVERS INC		07676							
	SAC MAINTENANCE FEE	12.25	PROFESSIONAL SERVICES	203.203.202	169157	023072	P	055	00094
MORROW/JOSEPH C.		03823							
	DESIGN WORK	1,560.00	PROFESSIONAL SERVICES	101.125.202	191	203537	P	055	00081
	DESIGN WORK	2,100.00	PROFESSIONAL SERVICES	101.125.202	192	203537	P	055	00098
		3,660.00	*TOTAL						
NEBRASKA DOR - WH INCOME		07502							
	INCOME TAX WITHHOLDING	1,019.15	NEBRASKA INCOME TAX	711.2057	10/24/2024	005222	P	055	00113
NORTHWESTERN ENERGY - BU		00455							
	ELECTRICITY	670.23	ELECTRICITY	101.114.272	10/10/2024			055	00050
	ELECTRICITY	83.67	ELECTRICITY	101.115.272	10/10/2024			055	00049
	ELECTRICITY	801.88	ELECTRICITY	101.123.272	10/10/2024			055	00055
	ELECTRICITY	2,542.33	ELECTRICITY	101.125.272	10/10/2024			055	00048
	ELECTRICITY	35,248.90	ELECTRICITY-STREET LIGHT	101.126.272	10/10/2024			055	00043

CLAIM NUMBER	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	INVOICE	PO#	F/P	ID	LINE
	NORTHWESTERN ENERGY - BU	00455							
	ELECTRICITY	1,269.93	ELECTRICITY	101.127.272	10/10/2024			055	00045
	ELECTRICITY	2,060.00	ELECTRICITY	101.141.272	10/10/2024			055	00054
	ELECTRICITY	1,409.88	ELECTRICITY	101.142.272	10/10/2024			055	00058
	ELECTRICITY	3,488.91	ELECTRICITY	201.201.272	10/10/2024			055	00044
	ELECTRICITY	3,177.91	ELECTRICITY	202.202.272	10/10/2024			055	00053
	ELECTRICITY	45.05	ELECTRICITY	206.206.272	10/10/2024			055	00046
	ELECTRICITY	42,977.91	ELECTRICITY	601.601.272	10/10/2024			055	00056
	ELECTRICITY	12,779.92	ELECTRICITY	611.611.272	10/10/2024			055	00057
	ELECTRICITY	668.19	ELECTRICITY	637.637.272	10/10/2024			055	00052
	ELECTRICITY	12.68	ELECTRICITY	641.641.272	10/10/2024			055	00051
	ELECTRICITY	912.52	ELECTRICITY	801.801.272	10/10/2024			055	00047
		108,149.91	*TOTAL						
	PAYMENT SERVICE NETWORK	07677							
	CC MERCHANT FEES	29.20	PROFESSIONAL SERVICES	601.601.202	300738	023066	P	055	00010
	CC MERCHANT FEES	27.91	PROFESSIONAL SERVICES	611.611.202	300738	023066	P	055	00011
	CC MERCHANT FEES	7.79	PROFESSIONAL SERVICES	631.631.202	300738	023066	P	055	00012
	CC MERCHANT FEES	4.95	PROFESSIONAL SERVICES &	637.637.202	300910	023066	P	055	00013
		69.85	*TOTAL						
	RETIREMENT, SD	00519							
	RETIREMENT CONTRIBUTIONS	99,799.76	SD RETIREMENT SYSTEM	711.2066	10/24/2024	002809	P	055	00111
	SDSRP	04992							
	SDRS SUPPLEMENTAL	5,280.57	ROTH 457 SDRS-SRP	711.2056	10/11/2024			055	00089
	SDRS SUPPLEMENTAL	6,289.22	SDRS SUPPLEMENTAL RETIRE	711.2058	10/11/2024			055	00088
	SDRS SUPPLEMENTAL	5,430.09	ROTH 457 SDRS-SRP	711.2056	10/25/2024			055	00106
	SDRS SUPPLEMENTAL	6,284.22	SDRS SUPPLEMENTAL RETIRE	711.2058	10/25/2024			055	00105
		23,284.10	*TOTAL						
	SOUTH DAKOTA DEPT OF LAB	00636							
	3RD Q SD UNEMPLOYMENT	1,021.64	UNEMPLOYMENT	711.2076	10/8/2024	002981	P	055	00059
	STANDARD INSURANCE COMPA	05508							
	LIFE INSURANCE	1,588.27	LIFE INSURANCE	711.2069	OCT 2024	005179	P	055	00001
	LIFE INSURANCE	1,621.97	LIFE INSURANCE	711.2069	10/25/2024	005179	P	055	00112
	DENTAL INSURANCE	7,211.54	DENTAL INSURANCE	711.2059	10/3/2024	005313	P	055	00009
	VISION INSURANCE	746.64	VISION INSURANCE	711.2078	10/3/2024	005313	P	055	00008
		11,168.42	*TOTAL						
	U.S. POST OFFICE-UTIL	00642							
	UTILITY BILLING POSTAGE	1,314.97	PROFESSIONAL SERVICES	601.601.202	39509	001855	P	055	00095
	UTILITY BILLING POSTAGE	1,256.53	PROFESSIONAL SERVICES	611.611.202	39509	001855	P	055	00096
	UTILITY BILLING POSTAGE	350.66	PROFESSIONAL SERVICES	631.631.202	39509	001855	P	055	00097
		2,922.16	*TOTAL						
	UKG WORKFORCE READY	07490							
	SOFTWARE & SERVICES	1,053.00	PROFESSIONAL SERVICES	101.107.202	12306393	022343	P	055	00073
	SOFTWARE & SERVICES	175.50	PROFESSIONAL SERVICES	631.631.202	12306393	022343	P	055	00074
	SOFTWARE & SERVICES	175.50	PROFESSIONAL SERVICES &	637.637.202	12306393	022343	P	055	00075
	SOFTWARE & SERVICES	1,970.79	PROFESSIONAL SERVICES	101.107.202	12311345	022343	P	055	00076
	SOFTWARE & SERVICES	243.32	PROFESSIONAL SERVICES	601.601.202	12311345	022343	P	055	00077
	SOFTWARE & SERVICES	72.99	PROFESSIONAL SERVICES	611.611.202	12311345	022343	P	055	00078

ACH Payment Register

CLAIM NUMBER	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	INVOICE	PO#	F/P	ID	LINE
UKG WORKFORCE READY		07490							
	SOFTWARE & SERVICES	72.99	PROFESSIONAL SERVICES	631.631.202	12311345	022343	P	055	00079
	SOFTWARE & SERVICES	72.99	PROFESSIONAL SERVICES &	637.637.202	12311345	022343	P	055	00080
		3,837.08	*TOTAL						
UNITED STATES TREASURY		07526							
	FEDERAL WITHHOLDING TAX	33,238.66	WITHHOLDING	711.2064	10/11/2024			055	00082
	FEDERAL WITHHOLDING TAX	59,581.04	OASI	711.2065	10/11/2024			055	00083
	FEDERAL WITHHOLDING TAX	33,972.67	WITHHOLDING	711.2064	10/25/2024			055	00099
	FEDERAL WITHHOLDING TAX	60,561.96	OASI	711.2065	10/25/2024			055	00100
		187,354.33	*TOTAL						
UNITED WAY		00918							
	EMPLOYEE CONTRIBUTIONS	43.00	UNITED FUND	711.2070	10/11/2024			055	00093
	EMPLOYEE CONTRIBUTIONS	43.00	UNITED FUND	711.2070	10/25/2024			055	00110
		86.00	*TOTAL						
		614,338.72	**CLAIMS TOTAL						

ACH Payment Register

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CLAIM NUMBER	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	INVOICE	PO#	F/P ID LINE
REPORT TOTALS:		614,338.72					

RECORDS PRINTED - 000111

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
101	GENERAL FUND	56,447.90
201	PARKS AND RECREATION	37,946.24
202	HUETHER FAMILY AQUATICS CTR	16,815.24
203	SUMMIT ACTIVITY CENTER	1,301.26
206	CEMETERY	45.05
601	WATER OPERATION	48,266.87
611	WASTE WATER OPERATION	15,067.71
631	SOLID WASTE	692.94
637	JOINT POWER	1,201.08
641	GOLF COURSE	12.68
711	EMPLOYEE BENEFIT	435,343.95
801	CENTRAL GARAGE	1,197.80
TOTAL ALL FUNDS		614,338.72

BANK RECAP:

BANK	NAME	DISBURSEMENTS
LDAK	FIRST DAKOTA NAT'L BANK CORP	614,338.72
TOTAL ALL BANKS		614,338.72

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

DATE APPROVED BY

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Manual Check Register
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CLAIM NUMBER	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	INVOICE	PO#	F/P ID LINE
	TNT INFLATABLES LLC	07855					
	CENTENNIAL INFLATABLES	1,780.00	SPECIAL EVENTS - ACTIVIT	211.231.575	10122024-2	078188	P 054 00001
	YANKTON THRIVE	00939					
	Q3 2024 SALES TAX REIMB	105,079.59	PROFESSIONAL SERVICES	506.572.202	MENARDS	024432	P 054 00002
		106,859.59	**CLAIMS TOTAL				

Manual Check Register

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CLAIM NUMBER	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	INVOICE	PO#	F/P ID LINE
REPORT TOTALS:		106,859.59					

RECORDS PRINTED - 000002

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
211	LODGING SALES TAX	1,780.00
506	SPECIAL CAPITAL IMPROV	105,079.59
TOTAL ALL FUNDS		106,859.59

BANK RECAP:

BANK	NAME	DISBURSEMENTS
1DAK	FIRST DAKOTA NAT'L BANK CORP	106,859.59
TOTAL ALL BANKS		106,859.59

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

DATE APPROVED BY

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
ADOBE ADOBE								
	ADOBE SUBSCRIPTION	19.99	SUBSCRIPTIONS & PUBLICAT	101.106.235		Bies		089 00297
	SOFTWARE	659.88	SUBSCRIPTIONS & PUBLICAT	101.105.235		Johnson		089 00001
	SOFTWARE	239.88	SUBSCRIPTIONS & PUBLICAT	101.105.235		Johnson		089 00034
	COMPUTER PROGRAM	58.40	CONTRACTED SERVICES - OP	201.201.204		McHenry		089 00372
		978.15	*VENDOR TOTAL					
AMAZON MARK AK4DB8QP3								
	REFUND	0.06CR	GARAGE PARTS	801.801.249		Potts		089 00271
	SIGNS	17.06	GARAGE PARTS	801.801.249		Potts		089 00275
		17.00	*VENDOR TOTAL					
AMAZON MARK BK8V985N3								
	METER FUSES	30.73	REP. & MAINT. - PLANT	601.601.221		Chytka		089 00053
AMAZON MARK IF2D55KJ3								
	OFFICE SUPPLIES	17.99	OFFICE SUPPLIES	101.142.232		Dobrovolny		089 00419
	JANITORIAL SUPPLIES	103.97	JANITORIAL SUPPLIES	101.142.236		Dobrovolny		089 00420
	PROGRAM SUPPLIES	189.15	PROGRAM SUPPLIES	101.142.242		Dobrovolny		089 00421
	BOOKS	38.21	BOOKS	101.142.340		Dobrovolny		089 00422
		349.32	*VENDOR TOTAL					
AMAZON MARK IZ8C82VG3								
	REFUND	41.98CR	GARAGE PARTS	801.801.249		Potts		089 00282
	REFUND	0.17CR	GARAGE PARTS	801.801.249		Potts		089 00319
	REFUND	0.61CR	GARAGE PARTS	801.801.249		Potts		089 00321
	STICKERS	89.36	GARAGE PARTS	801.801.249		Potts		089 00340
		46.60	*VENDOR TOTAL					
AMAZON MARK KW6SM5IH3								
	REFUND	0.32CR	GARAGE PARTS	801.801.249		Potts		089 00322
	STICKERS	17.32	GARAGE PARTS	801.801.249		Potts		089 00436
		17.00	*VENDOR TOTAL					
AMAZON MARK PU7A16I33								
	GLOW STICKS	67.95	PUBLIC EDUCATION EXPENDI	101.111.251		Rothenberger		089 00077
AMAZON MARK SJ3UU26A3								
	CASE/WAX	26.97	SMALL TOOLS & HARDWARE	801.801.247		Potts		089 00160
AMAZON MARK WN4LT77Z3								
	INTERNET PATCH CABLES	58.81	REP. & MAINT. - BUILDING	601.601.223		Chytka		089 00355
AMAZON MARK XZ8YK12Z3								
	HARDWARE	119.95	REP. & MAINT. - BUILDING	101.142.223		Homstad		089 00018
AMAZON MARK 2Q3GS2D93								
	ACCESSIBLE RESTROOM SIGN	7.49	REP. & MAINT. - BUILDING	101.142.223		Homstad		089 00010

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
AMAZON MARK 4753515G3	JANITORIAL SUPPLIES	126.58	JANITORIAL SUPPLIES	101.142.236		Dobrovolny		089 00227
AMAZON MARK 6V1RD1MY3	REFUND	5.83CR	GARAGE PARTS	801.801.249		Potts		089 00320
AMAZON MKTPL ID9SR2MK3	OFFICE SUPPLIES	7.99	OFFICE SUPPLIES	101.142.232		Dobrovolny		089 00171
	BOOKS	100.96	BOOKS	101.142.340		Dobrovolny		089 00172
	EAR BUDS	42.79	RECREATION SUPPLIES	701.701.242		Dobrovolny		089 00173
		151.74	*VENDOR TOTAL					
AMAZON MKTPL J55KL9MO3	BOOKS	52.94	BOOKS	101.142.340		Dobrovolny		089 00373
AMAZON MKTPL O957F2FX3	MERIDIAN BRIDGE PARTY	41.73	SPECIAL EVENTS - ACTIVIT	211.231.575		Bailey		089 00417
AMAZON MKTPL P74LS5ZP3	OFFICE SUPPLIES	77.58	OFFICE SUPPLIES	203.203.232		Wattier		089 00161
AMAZON MKTPL QR00174I3	PROGRAM SUPPLIES	37.15	PROGRAM SUPPLIES	101.142.242		Dobrovolny		089 00223
	BOOKS	64.12	BOOKS	101.142.340		Dobrovolny		089 00224
		101.27	*VENDOR TOTAL					
AMAZON MKTPL Z01IQ4Y43	MERCHANDISE	28.99	MERCHANDISE	203.203.766		Wattier		089 00184
	REC SUPPLIES	31.99	RECREATION SUPPLIES	203.203.242		Wattier		089 00185
		60.98	*VENDOR TOTAL					
AMAZON MKTPL 0B9XI9S33	ROOM AIR PURIFIERS	279.00	REP. & MAINT. - BUILDING	601.601.223		Chytka		089 00277
AMAZON MKTPL 0H6KL63M3	JANITORIAL SUPPLIES	10.71	JANITORIAL SUPPLIES	101.142.236		Dobrovolny		089 00133
	BOOKS	161.11	BOOKS	101.142.340		Dobrovolny		089 00134
	DVDS	76.10	AV - CAPITAL	101.142.342		Dobrovolny		089 00135
	PROGRAM SUPPLIES	3.99	RECREATION SUPPLIES	701.701.242		Dobrovolny		089 00136
		251.91	*VENDOR TOTAL					
AMAZON MKTPL 4Q7NV3OJ3	WEIGHT ROOM BARBELL PAD	69.93	REP. & MAINT. - BUILDING	203.203.223		Youmans		089 00369
AMAZON MKTPL 8J7CO5RU3	RADIO ANTENNA	20.23	REP. & MAINT. - BUILDING	203.203.223		Youmans		089 00014
AMAZON RETA GX8K649T3	APC BATTERY BACKUP	133.99	REP. & MAINT. - PLANT	601.601.221		Chytka		089 00088

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
AMAZON.COM	DE11L8NW3 OFFICE SUPPLIES	32.28	OFFICE SUPPLIES	101.107.232		Bailey		089 00005
AMAZON.COM	GE4E02XN3 BABY CHANGING STATION	276.09	ALA ACCESSIBILITY GRANT	701.701.318		Homstad		089 00059
AMAZON.COM	H92MW1D93 DOOR LOCK	40.96	SMALL TOOLS & HARDWARE	101.114.247		Linke		089 00462
AMAZON.COM	UN8P94UC3 WINDOW SQUEEGEE	22.43	ALA ACCESSIBILITY GRANT	701.701.318		Homstad		089 00086
AMERICAN RED CROSS	LIFEGUARD CLASS BOOKS	584.55	RECREATION SUPPLIES	203.203.242		Wattier		089 00221
AMZN MKTP US	DQ5631KN3 POSTAGE	3.99	POSTAGE	101.142.231		Dobrovolny		089 00389
	BOOK	12.30	BOOKS	101.142.340		Dobrovolny		089 00390
		16.29	*VENDOR TOTAL					
AMZN MKTP US	GP6QD5G83 OFFICE SUPPLIES	49.29	OFFICE SUPPLIES	101.142.232		Dobrovolny		089 00266
AMZN MKTP US	G26HD23C3 JANITORIAL SUPPLIES	66.20	JANITORIAL SUPPLIES	101.142.236		Dobrovolny		089 00450
AMZN MKTP US	IS8CB5OY3 BATTERY BACKUP BATTERIES	539.99	REP. & MAINT. - PLANT	601.601.221		Chytka		089 00119
AMZN MKTP US	MF4GL5203 JANITORIAL SUPPLIES	68.50	JANITORIAL SUPPLIES	101.142.236		Dobrovolny		089 00270
AMZN MKTP US	SJ9OX6653 PROGRAM SUPPLIES	37.95	PROGRAM SUPPLIES	101.142.242		Dobrovolny		089 00423
AMZN MKTP US	1P64S3253 SWIM LESSON BARBELLS	32.83	RECREATION SUPPLIES	203.203.242		Wattier		089 00255
AMZN MKTP US	3Y4I00PC3 SENSORS	87.87	REP. & MAINT. - BUILDING	601.601.223		Chytka		089 00300
ATT BILL PAYMENT	CELL PHONE	29.26	TELEPHONE	601.601.271		Bailey		089 00269
	MOBILE DATA	86.19	PROFESSIONAL SERVICES	601.601.202		Peters		089 00260
	MOBILE DATA	46.15	PROFESSIONAL SERVICES	101.123.202		Peters		089 00261
	MOBILE DATA	40.04	PROFESSIONAL SERVICES	101.122.202		Peters		089 00262
	MOBILE DATA	97.35	PROFESSIONAL SERVICES -	101.127.202		Peters		089 00263
	MOBILE DATA	967.23	PROFESSIONAL SERVICES	101.111.202		Peters		089 00264
		1,266.22	*VENDOR TOTAL					

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
AUTOZONE #3795								
	WIPER BLADES	60.00	GARAGE PARTS	801.801.249		Kulhavy		089 00151
	WIPER BLADES	60.00	GARAGE PARTS	801.801.249		Kulhavy		089 00156
	ANTIFREEZE, WIPER BLADES	156.94	GARAGE PARTS	801.801.249		Kulhavy		089 00403
		276.94	*VENDOR TOTAL					
AXVOICE INC								
	DIALER SERVICE	21.44	PROFESSIONAL SERVICES	601.601.202		Chytka		089 00392
BAKER-TAYLOR								
	BOOKS	6,228.20	BOOKS	101.142.340		Schmidt		089 00446
	POSTAGE	117.22	POSTAGE	101.142.231		Schmidt		089 00447
	PROFESSIONAL SERVICES	448.67	PROFESSIONAL SERVICES	101.142.202		Schmidt		089 00448
		6,794.09	*VENDOR TOTAL					
BEST WESTERN RAMKOTA H								
	TRAVEL EXPENSE	253.98	TRAVEL EXPENSE	101.142.263		Dobrovolny		089 00425
	TRAVEL EXPENSE	253.98	TRAVEL EXPENSE	101.142.263		Dobrovolny		089 00426
	TRAVEL EXPENSE	253.98	TRAVEL EXPENSE	101.142.263		Dobrovolny		089 00430
		761.94	*VENDOR TOTAL					
BLUEPEAK								
	PHONE	62.68	TELEPHONE	101.114.271		Yardley		089 00023
	PHONE	283.47	TELEPHONE	101.142.271		Yardley		089 00024
	PHONE	120.71	TELEPHONE	637.637.271		Yardley		089 00025
	PHONE	85.71	TELEPHONE	101.123.271		Yardley		089 00026
	PHONE	184.70	TELEPHONE	601.601.271		Yardley		089 00027
	PHONE	161.00	TELEPHONE	611.611.271		Yardley		089 00028
	PHONE	32.38	TELEPHONE	101.123.271		Yardley		089 00068
	PHONE	129.50	TELEPHONE	101.127.271		Yardley		089 00069
	PHONE	238.49	TELEPHONE	202.202.271		Yardley		089 00250
	INTERNET	226.94	INTERNET ACCESS	101.105.270		Yardley		089 00381
	PHONE	20.87	TELEPHONE	101.111.271		Yardley		089 00382
	PHONE	74.51	TELEPHONE	101.114.271		Yardley		089 00383
	PHONE	276.84	TELEPHONE	201.201.271		Yardley		089 00384
	PHONE	44.74	TELEPHONE	202.202.271		Yardley		089 00385
	PHONE	309.80	TELEPHONE	203.203.271		Yardley		089 00386
	INTERNET/PHONE	20.87	TELEPHONE	601.601.271		Yardley		089 00387
	PHONE	75.18	TELEPHONE	101.102.271		Yardley		089 00397
	PHONE	253.51	TELEPHONE	101.104.271		Yardley		089 00398
	PHONE	141.96	TELEPHONE	101.105.271		Yardley		089 00399
	PHONE	197.73	TELEPHONE	101.106.271		Yardley		089 00400
	PHONE	75.18	TELEPHONE	101.107.271		Yardley		089 00401
	PHONE	150.35	TELEPHONE	101.122.271		Yardley		089 00402
	INTERNET	1,142.26	INTERNET ACCESS	101.105.270		Yardley		089 00405
		4,309.38	*VENDOR TOTAL					
BOMGAARS #2 YANKTON								
	HARDWARE	18.99	SMALL TOOLS & HARDWARE	201.201.247		Bornitz		089 00316
	WATER PUMP TRADE	3.00CR	REP. & MAINT. - BUILDING	201.201.223		Bornitz		089 00323

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
BOMGAARS #2 YANKTON								
	PUMP, DIAPHRAGM	239.99	GARAGE PARTS	801.801.249		Hespe		089 00074
	BULK BOLTS	16.99	GARAGE PARTS	801.801.249		Hespe		089 00245
	EQUIPMENT REPAIRS	74.99	REP. & MAINT. - EQUIPMEN	201.201.221		Jensen		089 00064
	SHOP SUPPLIES	9.99	REP. & MAINT. - BUILDING	201.201.223		Jensen		089 00101
	HARDWARE	7.78	SMALL TOOLS & HARDWARE	201.201.247		Jensen		089 00280
	ANTIFREEZE	82.93	REP. & MAINT. - EQUIPMEN	201.201.221		Jensen		089 00290
	SHOP SUPPLIES	114.97	REP. & MAINT. - BUILDING	201.201.223		Kirchner		089 00329
	MAINTAINER CHARGER	39.99	GARAGE PARTS	801.801.249		Kulhavy		089 00289
	GROWTH RETARDANT	68.97	CHEMICALS & GASES	204.204.240		Lehman		089 00061
	POWER STRIP	24.98	REP. & MAINT. - TRAIL	204.204.223		Lehman		089 00102
	GROWTH RETARDANT	68.97	CHEMICALS & GASES	204.204.240		Lehman		089 00168
	GROWTH RETARDANT	68.97	CHEMICALS & GASES	204.204.240		Lehman		089 00357
	TRASH CANS	59.98	REP. & MAINT. - BUILDING	201.201.223		Lofink		089 00067
	A/C REPAIR	43.26	REP. & MAINT. - BUILDING	201.201.223		Lofink		089 00139
	SAW BLADE	39.98	REP. & MAINT. - EQUIPMEN	201.201.221		Lofink		089 00272
	BLADE	24.99	REP. & MAINT. - EQUIPMEN	201.201.221		Lofink		089 00273
	TARP	39.99	REP. & MAINT. - BUILDING	201.201.223		Lofink		089 00361
	SMALL TOOLS	23.97	SMALL TOOLS & HARDWARE	201.201.247		Pavel		089 00031
	MOUSE REPELLANT	44.97	JANITORIAL SUPPLIES	101.123.236		Potts		089 00251
	GLOVES	114.95	MEDICAL & SAFETY SUPPLIE	101.123.243		Potts		089 00252
	PICK	21.99	SMALL TOOLS & HARDWARE	101.123.247		Potts		089 00258
	GATE CHAIN	6.58	REP. & MAINT. - EQUIPMEN	101.127.221		Roinstad		089 00241
	PVC UNIONS	10.36	REP. & MAINT. - PLANT	601.601.221		Rothermel		089 00046
	HOSE FITTINGS	16.22	REP. & MAINT. - PLANT	601.601.221		Rothermel		089 00127
	PVC FITTINGS	4.88	REP. & MAINT. - PLANT	601.601.221		Rothermel		089 00178
	CONCRETE	49.27	REP. & MAINT. - BUILDING	201.201.223		Steinberg		089 00362
	HARDWARE	2.99	SMALL TOOLS & HARDWARE	201.201.247		Thompson		089 00060
	LEAF BLOWER	299.99	REP. & MAINT. - EQUIPMEN	201.201.221		Thompson		089 00097
	SAW BLADE	9.99	SMALL TOOLS & HARDWARE	201.201.247		Thompson		089 00132
	FLOOR DRY	1,011.83	GARAGE PARTS	801.801.249		Ulmer		089 00143
	COUPLER	25.98	REP. & MAINT. - EQUIPMEN	101.123.221		Ulmer		089 00249
	TOGGLE BOLT	4.89	BUILDING REPAIR & MAINT.	637.637.223		Ulmer		089 00265
	PRUNNER BLADE	23.99	REP. & MAINT. - EQUIPMEN	204.204.221		Walsh		089 00075
	AGRICULTURAL SUPPLIES	73.96	AGRICULTURAL SUPPLIES	204.204.241		Walsh		089 00242
	PRUNNER	119.99	REP. & MAINT. - EQUIPMEN	204.204.221		Walsh		089 00298
		2,910.51	*VENDOR TOTAL					
BONN EXPRESS								
	TRAVEL EXPENSE	35.66	TRAVEL EXPENSE	101.142.263		Dobrovolny		089 00435
C & B YANKTON								
	GATOR REPAIRS	130.32	REP. & MAINT. - EQUIPMEN	201.201.221		Jensen		089 00198
	GATOR BRAKEPAD REPAIRS	1,655.95	REP. & MAINT. - EQUIPMEN	201.201.221		Jensen		089 00325
		1,786.27	*VENDOR TOTAL					
CASEYS #1159								
	FUEL	43.41	TRAVEL EXPENSE	101.114.263		Linke		089 00292

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
CASEYS #1164	FUEL	29.61	TRAVEL EXPENSE	101.111.263		Yankton Police		089 00094
CASEYS #1776	FUEL	56.45	TRAVEL EXPENSE	101.111.263		Hansen		089 00169
CASEYS #3785	FUEL	20.06	TRAVEL EXPENSE	101.111.263		O'Farrell		089 00452
CCSI METROFAX	FAX SERVICE	5.26	PROFESSIONAL SERVICES	601.601.202		Chytka		089 00295
	FAX SERVICE	12.69	PROFESSIONAL SERVICES	601.601.202		Chytka		089 00311
		17.95	*VENDOR TOTAL					
CENTER POINT LARGE PRI	LARGE PRINT BOOKS	148.62	BOOKS	101.142.340		Schmidt		089 00165
	LARGE PRINT BOOKS	145.02	BOOKS	101.142.340		Schmidt		089 00331
		293.64	*VENDOR TOTAL					
CLARKS RENTALS	CONCRETE SCREED RENTAL	44.00	REP. & MAINT. - EQUIPMEN	204.204.221		Lehman		089 00182
	DRILL RENTAL	61.00	REP. & MAINT. - BUILDING	201.201.223		Lofink		089 00130
		105.00	*VENDOR TOTAL					
CONOCO - BADLANDS TRAD	FUEL - 911 CONFERENCE	48.35	CONFERENCE & MEETINGS	208.208.265		Hussein		089 00413
CONOCO - GAS & GO KADO	FUEL	12.03	CONFERENCE & MEETINGS	101.106.265		Mingo		089 00009
CONOCO - SUNNYS 2 O	FUEL	60.82	TRAVEL EXPENSE	101.111.263		Yankton Police		089 00114
CORNWELL D-P TOOLS INC	SHOP TOOL	395.00	SMALL TOOLS & HARDWARE	801.801.247		Kulhavy		089 00226
CRESCENT ELECTRIC 029	EXTERIOR LIGHTING	298.75	REP. & MAINT. - BUILDING	611.611.223		Hanson		089 00011
DAIRY QUEEN #15530 QPS	TRAVEL EXPENSE	19.30	CONFERENCE & MEETINGS	208.208.265		Yankton Dispat		089 00220
DEADWOOD MOUNTAIN GRAN	REMOVAL OF SALES TAX	22.46CR	CONFERENCE & MEETINGS	208.208.265		Hussein		089 00327
	911 CONFERENCE - LODGING	299.90	CONFERENCE & MEETINGS	208.208.265		Hussein		089 00341
	911 CONFERENCE - LODGING	322.36	CONFERENCE & MEETINGS	208.208.265		Hussein		089 00344
		599.80	*VENDOR TOTAL					
DETECTACHEM INC	DRUG TEST KITS	279.42	SPECIAL ACCOUNT - DETECT	101.111.266		O'Farrell		089 00091

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
DISCOUNT FUELS	FUEL	29.21	CONFERENCE & MEETINGS	101.106.265		Mingo		089 00015
DMG RESTAURANT	911 CONFERENCE	33.92	CONFERENCE & MEETINGS	208.208.265		Hussein		089 00330
DOLLAR TREE	COMP PLAN SURVEY BOX	1.33	OFFICE SUPPLIES	101.106.232		Kuenzli		089 00180
	PRIZE BASKETS	7.50	RECREATION SUPPLIES	203.203.242		Wattier		089 00239
		8.83	*VENDOR TOTAL					
EBAY O 27-12019-28210	TONER REFUND	159.00CR	OFFICE SUPPLIES	101.114.232		Peters		089 00328
ECHO ELECTRIC SUPPLY	BRIDGE LIGHT	263.33	REP. & MAINT. - BUILDING	201.201.223		Kirchner		089 00058
	SERTOMA LIGHT	204.75	REP. & MAINT. - BUILDING	201.201.223		Kirchner		089 00154
	PARK LIGHTS	252.52	REP. & MAINT. - BUILDING	201.201.223		Steinberg		089 00163
	LIGHTS	78.00	REP. & MAINT. - EQUIPMEN	101.126.221		Stuen		089 00444
		798.60	*VENDOR TOTAL					
FASTENAL COMPANY 01SDY	DISPOSABLE GLOVES	271.00	JANITORIAL SUPPLIES	601.601.236		Chytka		089 00121
	SHOP TOWELS	568.07	GARAGE PARTS	801.801.249		Potts		089 00433
	NUTS AND BOLTS	290.85	GARAGE PARTS	801.801.249		Potts		089 00451
		1,129.92	*VENDOR TOTAL					
FEJFAR PLUMBING & HEAT	REPLACE NATURAL GAS VENT	119.45	PROFESSIONAL SERVICES	208.208.202		Morrow		089 00232
FOUNDATION BLDG 256	CEILING TILES	70.08	REP. & MAINT. - BUILDING	601.601.223		Chytka		089 00229
GRAINGER	TANK BLIND FLANGE	124.51	REP. & MAINT. - PLANT	601.601.221		Chytka		089 00299
	TAX REFUND	18.06CR	REP. & MAINT. - BUILDING	201.201.223		Pavel		089 00326
		106.45	*VENDOR TOTAL					
H & K OIL INC OFFICE	BALANCE STEER TIRES	51.75	GARAGE PARTS	801.801.249		Hespe		089 00359
HACH COMPANY	REAGENTS	295.69	CHEMICALS & GASES	601.601.240		Chytka		089 00208
	SENSOR REPLACEMENT	129.00	REP. & MAINT. - PLANT	601.601.221		Chytka		089 00459
		424.69	*VENDOR TOTAL					
HARBOR FREIGHT TOOLS36	SHOP SUPPLIES	269.99	REP. & MAINT. - BUILDING	201.201.223		Pavel		089 00174

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
HARDEES 1503288	TRAVEL EXPENSE	22.85	TRAVEL EXPENSE	101.111.263		Hansen		089 00162
HOLIDAY INN EXPRESS	LODGING	311.36	LEARNING	101.114.264		Linke		089 00294
	LODGING	311.36	LEARNING	101.114.264		Linke		089 00312
	LODGING	311.36	LEARNING	101.114.264		Linke		089 00315
		934.08	*VENDOR TOTAL					
HY-VEE YANKTON 1899	PROGRAM SUPPLIES	5.98	PROGRAM SUPPLIES	101.142.242		Dobrovolny		089 00278
	TREE CONFERENCE WORKSHOP	111.00	CONFERENCE & MEETINGS	201.201.265		Kortan		089 00345
	COMP PLAN SESSIONS	29.98	CONFERENCE & MEETINGS	101.106.265		Kuenzli		089 00411
	DEBRIEF SUPPLIES	17.62	CONFERENCE & MEETINGS	101.111.265		Rothenberger		089 00103
	PROGRAMMING	40.74	PROGRAM SUPPLIES	101.142.242		Schmidt		089 00428
		205.32	*VENDOR TOTAL					
IN CREATIVE PRODUCT S	DARE T-SHIRTS	1,844.14	PUBLIC EDUCATION EXPENDI	101.111.251		Rothenberger		089 00098
IN GUARDIAN ALLIANCE	SOFTWARE LICENSE	102.00	PROFESSIONAL SERVICES	101.111.202		Foote		089 00035
IN POWERS PORT A POT	PORTA POTS	135.00	CONTRACTED SERVICES - OP	201.201.204		McHenry		089 00279
JACKS UNIFORMS & EQUI	UNIFORMS	158.44	UNIFORMS	101.111.244		Rothenberger		089 00104
JCL SOLUTIONS-SIOUX FA	JANITORIAL SUPPLIES	27.89	JANITORIAL SUPPLIES	203.203.236		McHenry		089 00356
JIMMY JOHNS - 3223	TRAVEL EXPENSE	15.40	TRAVEL EXPENSE	101.111.263		Yankton Police		089 00111
KAISER REFRIGERATION I	LEAF BLOWER REPAIRS	37.49	REP. & MAINT. - EQUIPMEN	201.201.221		Jensen		089 00071
	SHOP SUPPLIES	38.99	REP. & MAINT. - BUILDING	201.201.223		Kirchner		089 00291
	TREE EQUIPMENT	135.96	REP. & MAINT. - EQUIPMEN	201.201.221		Kortan		089 00364
	BLADES	28.99	REP. & MAINT. - EQUIPMEN	204.204.221		Lehman		089 00367
	LEAF BLOWER REPAIR	82.98	REP. & MAINT. - PLANT	601.601.221		Termansen		089 00144
	WEEDEATER BLADES	29.98	REP. & MAINT. - EQUIPMEN	204.204.221		Walsh		089 00022
		354.39	*VENDOR TOTAL					
KOLETZKY IMPLEMENT INC	EQUIPMENT REPAIRS	879.43	REP. & MAINT. - EQUIPMEN	204.204.221		Jensen		089 00002
	KUBOTA MOWER REPAIRS	24.62	REP. & MAINT. - EQUIPMEN	201.201.221		Jensen		089 00044
	MOTOR FAN REPAIR	494.67	REP. & MAINT. - EQUIPMEN	201.201.221		Jensen		089 00146
	RTV REPAIRS	201.67	REP. & MAINT. - EQUIPMEN	204.204.221		Jensen		089 00153
	SKIDLOADER REPAIRS	44.46	REP. & MAINT. - EQUIPMEN	206.206.221		Jensen		089 00206
	TRACTOR REPAIR	19.60	REP. & MAINT. - EQUIPMEN	201.201.221		Jensen		089 00379

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
KOLETZKY IMPLEMENT INC		1,664.45	*VENDOR TOTAL					
KOPETSKYS ACE HDWE								
	POOL REPAIRS	20.97	REP. & MAINT. - BUILDING	202.202.223		Groves		089 00016
	LAWN STARTER	74.99	REP. & MAINT. - BUILDING	202.202.223		Groves		089 00396
	LAWN FERTILIZER	74.99	REP. & MAINT. - BUILDING	202.202.223		Groves		089 00404
	MEMORIAL PARK FLAG	64.99	REP. & MAINT. - BUILDING	201.201.223		Kirchner		089 00052
	SHOP SUPPLIES	27.17	REP. & MAINT. - BUILDING	201.201.223		Kirchner		089 00407
	CLEANING WIPES	13.98	JANITORIAL SUPPLIES	201.201.236		Kortan		089 00045
	WINTERIZATION	14.00	CHEMICALS & GASES	204.204.240		Lehman		089 00150
	BLADE	31.98	REP. & MAINT. - EQUIPMEN	204.204.221		Lehman		089 00393
	SMOKE DETECTORS	359.94	PREVENTION	101.114.268		Linke		089 00237
	CAR WASH BRUSH	35.58	SMALL TOOLS & HARDWARE	101.114.247		Linke		089 00276
	SMOKE DETECTOR BATTERIES	15.99	PREVENTION	101.114.268		Linke		089 00427
	SHOP SUPPLIES	58.97	REP. & MAINT. - BUILDING	201.201.223		Pavel		089 00244
	TOOLS FOR PATROL VEHICLE	11.98	REP. & MAINT. - EQUIPMEN	101.111.221		Rothenberger		089 00285
	CABLE TIES	42.97	REP. & MAINT. - PLANT	601.601.221		Rothermel		089 00012
	SHOP VAC FILTERS	69.97	REP. & MAINT. - PLANT	601.601.221		Rothermel		089 00281
	PRUNER	23.99	REP. & MAINT. - EQUIPMEN	201.201.221		Schieffer		089 00040
	SHOP SUPPLIES	56.73	REP. & MAINT. - BUILDING	201.201.223		Steinberg		089 00122
	MEMORIAL REPAIRS	35.99	REP. & MAINT. - BUILDING	201.201.223		Steinberg		089 00201
	TRIMLINE	13.99	SMALL TOOLS & HARDWARE	101.127.247		Stuen		089 00240
	POOL REPAIRS	9.99	REP. & MAINT. - BUILDING	203.203.223		Thompson		089 00283
	HOSE CONNECTOR	19.18	AGRICULTURAL SUPPLIES	204.204.241		Walsh		089 00236
	RADIO CABLE	40.98	REP. & MAINT. - BUILDING	203.203.223		Youmans		089 00004
	RADIO CABLE	20.98	REP. & MAINT. - BUILDING	203.203.223		Youmans		089 00037
		1,140.30	*VENDOR TOTAL					
KWIK STAR #1016								
	FUEL	32.32	TRAVEL EXPENSE	101.114.263		Linke		089 00293
KWIK TRIP #466								
	FUEL	43.22	TRAVEL EXPENSE	101.111.263		Hansen		089 00164
LEWIS AND CLARK FORD L								
	2016 FORD PARTS & REPAIR	2,938.23	GARAGE PARTS	801.801.249		Kulhavy		089 00303
LOCATORS & SUPPLIES ON								
	SURVEY LUMBER	394.04	ROAD MATERIALS	101.123.239		Haberman		089 00117
MALLOY ELECTRIC								
	GBT EXHAUST FAN MOTOR	441.73	REP. & MAINT. - PLANT	611.611.221		Hanson		089 00360
MEAD LUMBER YANKTON								
	CONCRETE SUPPLIES	183.60	ROAD MATERIALS	101.123.239		Ulmer		089 00108
MENARDS YANKTON SD								
	ENGRAVER	22.99	REP. & MAINT. - EQUIPMEN	206.206.221		Bornitz		089 00195
	FOUNTAIN REPAIRS	17.98	REP. & MAINT. - BUILDING	201.201.223		Bornitz		089 00259

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
MENARDS YANKTON SD								
	PLUMBING FITTINGS	55.06	REP. & MAINT. - PLANT	601.601.221		Chytka		089 00106
	INTERNET CABLE CONNECTOR	53.14	REP. & MAINT. - BUILDING	601.601.223		Chytka		089 00187
	ROOM SENSOR SWITCH	39.98	REP. & MAINT. - BUILDING	601.601.223		Chytka		089 00310
	FAST SET CONCRETE MIX	538.23	ROAD MATERIALS	101.123.239		Gobel		089 00194
	ANTIFREEZE	627.90	REP. & MAINT. - BUILDING	202.202.223		Groves		089 00036
	SHOP SUPPLIES	57.98	REP. & MAINT. - BUILDING	201.201.223		Groves		089 00073
	HALLOWEEN INFLATABLE	179.76	SPECIAL EVENTS - ACTIVIT	211.231.575		Groves		089 00306
	SURVEY SPIKES	79.98	ROAD MATERIALS	101.123.239		Haberman		089 00056
	LAB TOOLS	104.01	SMALL TOOLS & HARDWARE	611.611.247		Hanson		089 00089
	OFFICE REMODEL	120.69	REP. & MAINT. - BUILDING	101.125.223		Homstad		089 00041
	REFUND	65.96CR	REP. & MAINT. - BUILDING	101.125.223		Homstad		089 00225
	SQUEEGEE, STAPLES, CLEANER	115.06	REP. & MAINT. - BUILDING	101.125.223		Homstad		089 00230
	FILM, WIPES, KNIFE, BRUSH	174.35	REP. & MAINT. - BUILDING	101.125.223		Homstad		089 00358
	SHOP SUPPLIES	70.36	REP. & MAINT. - BUILDING	201.201.223		Kirchner		089 00078
	CLUBHOUSE REPAIRS	23.10	BUILDING & STRUCTURES	641.641.320		Kirchner		089 00219
	GRAFFITI PAINT	35.96	REP. & MAINT. - TRAIL	204.204.223		Lehman		089 00189
	GRAFFITI PAINT	17.98	REP. & MAINT. - TRAIL	204.204.223		Lehman		089 00204
	BASEBALL A/C REPAIR	124.14	REP. & MAINT. - BUILDING	201.201.223		Lofink		089 00072
	TOILET REPAIR SUPPLIES	43.51	REP. & MAINT. - BUILDING	101.125.223		Mastalir		089 00057
	LOCK NUTS, CORDS	155.08	REP. & MAINT. - BUILDING	101.125.223		Mastalir		089 00076
	WINDOW KIT, SQUEEGEE	113.73	REP. & MAINT. - BUILDING	101.125.223		Mastalir		089 00231
	PAIL, CABLE COVER, ELBOW	22.16	REP. & MAINT. - BUILDING	101.125.223		Mastalir		089 00350
	AIR FRESHNER	21.52	JANITORIAL SUPPLIES	101.125.236		Mastalir		089 00351
	PLUMBING CLEANER	13.25	REP. & MAINT. - BUILDING	101.142.223		Mastalir		089 00395
	DRILL BITS, WASHERS	38.24	REP. & MAINT. - BUILDING	101.141.223		Mastalir		089 00440
	BRASS FITTINGS	32.10	REP. & MAINT. - PLANT	601.601.221		Miles		089 00054
	3 PRONG OUTLET ADAPTOR	2.99	OFFICE SUPPLIES	203.203.232		Morrow		089 00342
	POOL REPAIRS	5.58	REP. & MAINT. - BUILDING	202.202.223		Pavel		089 00032
	POOL REPAIRS	15.52	REP. & MAINT. - BUILDING	202.202.223		Pavel		089 00193
	FITNESS ROOM SUPPLIES	10.77	REP. & MAINT. - BUILDING	203.203.223		Pavel		089 00333
	POOL SUPPLIES	24.97	REP. & MAINT. - BUILDING	202.202.223		Pavel		089 00391
	LIGHT REPLACEMENT	337.59	REP. & MAINT. - BUILDING	801.801.223		Potts		089 00324
	ELECTRICAL TOOLS	161.97	SMALL TOOLS & HARDWARE	101.126.247		Potts		089 00437
	PEST CONTROL	20.06	AGRICULTURAL SUPPLIES	101.127.241		Roinstad		089 00217
	BULB FOR POPCORN MACHINE	6.99	OFFICE SUPPLIES	101.111.232		Rothernberger		089 00215
	PLUMBING SUPPLIES	26.90	REP. & MAINT. - PLANT	601.601.221		Rothermel		089 00020
	SOCKET ADAPTER	2.49	REP. & MAINT. - BUILDING	601.601.223		Rothermel		089 00048
	LED TRI BULBS	69.81	REP. & MAINT. - BUILDING	601.601.223		Rothermel		089 00081
	PVC FITTINGS	40.62	REP. & MAINT. - PLANT	601.601.221		Rothermel		089 00100
	CLR, LED LIGHTS	105.92	REP. & MAINT. - PLANT	601.601.221		Rothermel		089 00190
	1/4 UNIONS	12.99	REP. & MAINT. - PLANT	601.601.221		Rothermel		089 00254
	CARTRIDGE	16.99	REP. & MAINT. - PLANT	601.601.221		Rothermel		089 00267
	STRUT CLAMP	4.35	REP. & MAINT. - PLANT	601.601.221		Rothermel		089 00304
	PIPE SUPPORTS	7.02	REP. & MAINT. - PLANT	601.601.221		Rothermel		089 00305
	PIPE FITTINGS	3.91	REP. & MAINT. - PLANT	601.601.221		Rothermel		089 00339
	SHOP SUPPLIES	9.39	REP. & MAINT. - BUILDING	201.201.223		Steinberg		089 00128
	HARDWARE	12.99	SMALL TOOLS & HARDWARE	201.201.247		Steinberg		089 00131
	HARDWARE	6.10	SMALL TOOLS & HARDWARE	201.201.247		Steinberg		089 00155
	HARDWARE	10.98	SMALL TOOLS & HARDWARE	201.201.247		Steinberg		089 00188
	BATHROOM HEATERS	119.94	REP. & MAINT. - BUILDING	201.201.223		Steinberg		089 00205

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
MENARDS YANKTON SD								
	PICKLEBALL REPAIRS	53.45	REP. & MAINT. - BUILDING	201.201.223		Steinberg		089 00212
	CLUBHOUSE REPAIRS	5.94	BUILDING & STRUCTURES	641.641.320		Steinberg		089 00218
	EXPANDING FOAM	163.90	REP. & MAINT. - BUILDING	201.201.223		Steinberg		089 00318
	BATTERIES	14.91	REP. & MAINT. - BUILDING	201.201.223		Steinberg		089 00432
	TOILET FILL HOSE	9.18	REP. & MAINT. - BUILDING	101.127.223		Stuen		089 00394
	ANTI SIPHON REPAIR KIT	16.98	REP. & MAINT. - BUILDING	101.127.223		Stuen		089 00458
	CONCRETE	193.95	REP. & MAINT. - BUILDING	201.201.223		Thompson		089 00113
	POOL REPAIRS	7.97	REP. & MAINT. - BUILDING	203.203.223		Thompson		089 00449
		4,335.40	*VENDOR TOTAL					
MIDCO								
	INTERNET ACCESS	123.39	PROFESSIONAL SERVICES	101.111.202		Johnson		089 00287
MIDWEST LABORATORIES I								
	LABORATORY TESTING	986.34	PROFESSIONAL SERVICES	611.611.202		Hanson		089 00302
MIDWEST TIRE AND MUFFL								
	TIRE REPAIRS	278.39	REP. & MAINT. - EQUIPMEN	201.201.221		Jensen		089 00256
	TORO TIRE REPAIR	29.19	REP. & MAINT. - EQUIPMEN	201.201.221		Jensen		089 00412
	TRACTOR TIRE REPAIRS	266.50	REP. & MAINT. - EQUIPMEN	201.201.221		Jensen		089 00418
	TIRES	2,688.92	GARAGE PARTS	801.801.249		Kulhavy		089 00286
	TRUCK TIRES	5,520.00	GARAGE PARTS	801.801.249		Kulhavy		089 00374
	VALVE STEMS	39.75	GARAGE PARTS	801.801.249		Kulhavy		089 00410
		8,822.75	*VENDOR TOTAL					
MIDWEST TURF & IRRIGAT								
	EQUIPMENT REPAIRS	18.64	REP. & MAINT. - EQUIPMEN	201.201.221		McHenry		089 00424
MOJITOS								
	TRAVEL EXPENSE	66.13	TRAVEL EXPENSE	101.114.263		Linke		089 00343
NAPA AUTO PARTS								
	TRUCK OIL	26.65	REP. & MAINT. - EQUIPMEN	201.201.221		Jensen		089 00196
	KUBOTA MOWER REPAIRS	3.69	REP. & MAINT. - EQUIPMEN	201.201.221		Jensen		089 00376
	ALARM	133.12	GARAGE PARTS	801.801.249		Kulhavy		089 00235
	BELT	17.17	REP. & MAINT. - PLANT	601.601.221		Rothermel		089 00338
	BEARINGS	118.76	REP. & MAINT. - EQUIPMEN	101.123.221		Ulmer		089 00214
		299.39	*VENDOR TOTAL					
ONE OFFICE SOLUTION								
	SIGN	23.80	OFFICE SUPPLIES	101.106.232		Kuenzli		089 00148
	REZONE LAMINATING	9.00	PUBLISHING	101.106.211		Kuenzli		089 00415
	OFFICE SUPPLIES	10.62	OFFICE SUPPLIES	203.203.232		Wattier		089 00461
		43.42	*VENDOR TOTAL					
OREILLY 3232								
	MOWER REPAIRS	10.16	REP. & MAINT. - EQUIPMEN	206.206.221		Bornitz		089 00066
	POOL VAC PUMP	39.99	REP. & MAINT. - BUILDING	203.203.223		Groves		089 00063

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
OREILLY 3232								
	MINI FUSE	12.66	GARAGE PARTS	801.801.249		Kulhavy		089 00065
	SPARK PLUG,IGNITION WIRE	713.81	GARAGE PARTS	801.801.249		Kulhavy		089 00105
	PARTS	43.97	GARAGE PARTS	801.801.249		Kulhavy		089 00107
	AIR FILTER	23.75	GARAGE PARTS	801.801.249		Kulhavy		089 00116
	CORE RETURN	70.00CR	GARAGE PARTS	801.801.249		Kulhavy		089 00159
	BRAKE FLUID	18.87	GARAGE PARTS	801.801.249		Kulhavy		089 00179
	GARAGE PARTS	197.96	GARAGE PARTS	801.801.249		Kulhavy		089 00186
	FUEL CAP	14.09	REP. & MAINT. -VEHICLES	101.127.222		Stuen		089 00124
		1,005.26	*VENDOR TOTAL					
OTC BRANDS 800-875-8								
	PROGRAM SUPPLIES	155.29	PROGRAM SUPPLIES	101.142.242		Schmidt		089 00408
	PROGRAM SUPPLIES	19.99	PROGRAM SUPPLIES	101.142.242		Schmidt		089 00463
		175.28	*VENDOR TOTAL					
OVERDRIVE DIST								
	EBOOKS	223.92	E-BOOKS	101.142.209		Schmidt		089 00138
	EBOOKS	1,096.99	E-BOOKS	101.142.209		Schmidt		089 00253
	EBOOKS	2,115.50	E-BOOKS	101.142.209		Schmidt		089 00352
		3,436.41	*VENDOR TOTAL					
PAYPAL EBAY US								
	ACCESS POINTS	122.60	PROFESSIONAL SERVICES	101.142.202		Johnson		089 00019
	EQUIPMENT REPAIR	9.99	REP. & MAINT. - EQUIPMEN	101.105.221		Johnson		089 00029
	EQUIPMENT REPAIR	9.76	REP. & MAINT. - EQUIPMEN	101.105.221		Johnson		089 00038
	HEADSET	64.10	OFFICE SUPPLIES	101.104.232		Johnson		089 00457
	TONER	169.75	OFFICE SUPPLIES	101.114.232		Peters		089 00453
		376.20	*VENDOR TOTAL					
PFS HEALTHWORKS								
	CDL	36.60	PROFESSIONAL SERVICES	101.123.202		Bailey		089 00365
PITNEY BOWES LEASING-S								
	POSTAGE	117.38	POSTAGE	101.142.231		Schmidt		089 00123
PIZZA HUT 040914								
	STAFF APPRECIATION	31.05	RECREATION SUPPLIES	701.701.242		Schmidt		089 00431
PRESSURE WASHERS DIREC								
	FLOOR POWER WASHER	632.59	EQUIPMENT	801.801.350		Potts		089 00183
PROPIO LANGUAGE SERVIC								
	VIDEO INTERPRETATION	24.00	PROFESSIONAL SERVICES	101.111.202		Hobza		089 00334
PY INTERNATIONAL MUNI								
	IMLA SUBSCRIPTION	656.00	PROFESSIONAL SERVICES	101.103.202		Yardley		089 00170
QDOBA 2973								
	TRAVEL EXPENSE	16.99	TRAVEL EXPENSE	101.111.263		Yankton Police		089 00087

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
QUADIENT INC ORACLE	INK FOR POSTAGE MACHINE	175.75	OFFICE SUPPLIES	101.104.232		Hummel		089 00120
RAPID CITY JOURNAL	NEWSPAPER SUBSCRIPTION	445.45	SUBSCRIPTIONS & PUBLICAT	101.142.235		Schmidt		089 00176
RIVERSIDE HYDRAULICS I	SEALS, ORINGS, MISC	272.87	GARAGE PARTS	801.801.249		Hespe		089 00112
	HOSE, FITTING	69.88	GARAGE PARTS	801.801.249		Hespe		089 00233
	HOSE, FITTINGS	91.89	GARAGE PARTS	801.801.249		Hespe		089 00314
	CYLINDER AND HITCH PIN	281.50	GARAGE PARTS	801.801.249		Hespe		089 00317
	HOSE, HYDRAULICS ENDS	62.57	GARAGE PARTS	801.801.249		Hespe		089 00346
	HYDRAULIC HOSE	22.52	REP. & MAINT. - DISTRIBU	601.601.226		Robinson		089 00149
		801.23	*VENDOR TOTAL					
RONS AUTO GLASS	GLASS FOR PASSENGER DOOR	176.84	GARAGE PARTS	801.801.249		Kulhavy		089 00388
SAFARILAND	DUTY HOLSTERS	1,072.50	REP. & MAINT. - EQUIPMEN	101.111.221		Rothenberger		089 00013
SAFARILAND TRAINING GR	TRAINING COURSE	995.00	LEARNING	101.111.264		Rothenberger		089 00090
SDMUNI SOUTH DAKOTA M	SDML REGISTRATION	154.43	CONFERENCE & MEETINGS	101.102.265		Barkley		089 00349
SHELL OIL10015067019	911 CONFERENCE	55.55	CONFERENCE & MEETINGS	208.208.265		Hussein		089 00335
SHERWIN WILLIAMS 70301	PARK PAINT	65.49	REP. & MAINT. - BUILDING	201.201.223		Jensen		089 00070
SP REWORK FURNITURE	CHAIRS	5,400.00	REP. & MAINT. - EQUIPMEN	101.105.221		Johnson		089 00228
	CHAIR	345.00	REP. & MAINT. - EQUIPMEN	101.105.221		Johnson		089 00406
		5,745.00	*VENDOR TOTAL					
SP ZERO9 SOLUTIONS LLC	EQUIPMENT CASES	153.97	REP. & MAINT. - EQUIPMEN	101.111.221		Rothenberger		089 00099
SQ BUHLS CLEANERS	REPLACE UNIFORM VELCRO	9.00	REP. & MAINT. - EQUIPMEN	101.111.221		Hansen		089 00409
	UNIFORM ALTERATION	10.00	UNIFORMS	101.111.244		Rothenberger		089 00093
		19.00	*VENDOR TOTAL					
SQ HANSEN LOCKSMITHIN	KEYS	25.00	REP. & MAINT. - BUILDING	201.201.223		Homstad		089 00438
	KEYS	25.00	REP. & MAINT. - BUILDING	101.123.223		Homstad		089 00439
		50.00	*VENDOR TOTAL					

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
SQ MEAD MUSEUM	HALL OF TREES AT MEAD	50.00	ADVERTISING	203.203.211		McHenry		089 00378
SQ TINTING PROS	REMOTE CAR STARTER	379.00	REP. & MAINT. -VEHICLES	101.111.222		Foote		089 00083
	VEHICLE FROST FILM	1,267.20	PROFESSIONAL SERVICES	101.111.202		Foote		089 00084
		1,646.20	*VENDOR TOTAL					
SUPERBREAKE	POOL PRESSURE SWITCH	365.71	REP. & MAINT. - BUILDING	203.203.223		Pavel		089 00296
SURV-KAP LLC	SURVEY CAPS	625.70	SMALL TOOLS & HARDWARE	206.206.247		Bies		089 00377
TESSMAN COMPANY SIOUX	TREE SUPPLIES	56.67	AGRICULTURAL SUPPLIES	201.201.241		Kortan		089 00030
THE LIFEGUARD STORE, I	UNIFORMS	237.49	UNIFORMS & DRY GOODS	202.202.244		Wattier		089 00313
THE STAR TRIBUNE CIRCU	NEWSPAPER SUBSCRIPTION	667.58	SUBSCRIPTIONS & PUBLICAT	101.142.235		Schmidt		089 00177
THE UPS STORE 6716	SHIPPING	75.99	POSTAGE	101.114.231		Linke		089 00380
	CENTENNIAL MAILERS	5,109.30	SPECIAL EVENTS - ACTIVIT	211.231.575		McHenry		089 00288
		5,185.29	*VENDOR TOTAL					
TITAN MACHINERY-YANKTO	FILTERS	151.51	GARAGE PARTS	801.801.249		Hespe		089 00033
TRK HOSTING	WEB HOSTING	7.95	INTERNET ACCESS	101.105.270		Johnson		089 00257
TRUCK TRAILER SALES &	VALVE	88.50	GARAGE PARTS	801.801.249		Hespe		089 00092
	AIR FILTER	82.75	GARAGE PARTS	801.801.249		Hespe		089 00118
	PARTS	26.75	GARAGE PARTS	801.801.249		Hespe		089 00141
	BRAKE CAN	111.25	GARAGE PARTS	801.801.249		Hespe		089 00203
	DRAIN VALVE	11.75	GARAGE PARTS	801.801.249		Hespe		089 00207
	AIR TANK, BRACKET	515.75	GARAGE PARTS	801.801.249		Hespe		089 00216
	LIGHT	98.25	GARAGE PARTS	801.801.249		Hespe		089 00336
	LIGHTS	109.50	GARAGE PARTS	801.801.249		Hespe		089 00371
	MUD FLAP	27.00	GARAGE PARTS	801.801.249		Hespe		089 00441
	AIR FILTERS	162.50	GARAGE PARTS	801.801.249		Hespe		089 00442
		1,234.00	*VENDOR TOTAL					
TST MAGEES IRISH PUB	TRAVEL EXPENSE	60.48	TRAVEL EXPENSE	101.114.263		Linke		089 00308

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
TST MAID-RITE - ANKEN	TRAVEL EXPENSE	46.38	TRAVEL EXPENSE	101.114.263		Linke		089 00309
TST PS PIZZA HOUSE DAK	TRAVEL EXPENSE	72.66	TRAVEL EXPENSE	101.114.263		Linke		089 00301
UPS BILLING CENTER	MIDWEST LABS SHIPPING	34.63	PROFESSIONAL SERVICES	611.611.202		Hanson		089 00175
USPS PO 4698100078	STAMPS	73.00	POSTAGE	601.601.231		Chytka		089 00003
	STAMPS	29.20	POSTAGE	101.114.231		Linke		089 00152
	POSTAGE	40.45	POSTAGE	101.111.231		Osborne		089 00047
	POSTAGE	18.60	POSTAGE	101.111.231		Osborne		089 00274
	POSTAGE	21.50	POSTAGE	101.111.231		Schindler		089 00238
		182.75	*VENDOR TOTAL					
VCN YANKTONRODUCTR	DEED RECORDING	32.50	PUBLISHING	101.106.211		Bies		089 00050
	RECORDING	62.50	PUBLISHING	101.106.211		Bies		089 00200
		95.00	*VENDOR TOTAL					
VIDDLER INC	VIDEO HOSTING	72.57	PROFESSIONAL SERVICES	101.101.202		Johnson		089 00222
VZWRLSS MY VZ VB P	INTERNET ACCESS	80.02	INTERNET ACCESS	101.105.270		Johnson		089 00115
	INTERNET ACCESS	80.02	PROFESSIONAL SERV.-VOLUN	101.114.202		Johnson		089 00126
	INTERNET ACCESS	59.64	INTERNET ACCESS	101.105.270		Johnson		089 00129
	INTERNET ACCESS	940.88	INTERNET ACCESS	101.105.270		Johnson		089 00137
		1,160.56	*VENDOR TOTAL					
WAL-MART #1483	PENS, MARKERS	28.85	OFFICE SUPPLIES	101.123.232		Goeden		089 00079
	OFFICE SUPPLIES	74.07	OFFICE SUPPLIES	208.208.232		Hussein		089 00096
	TREE CONFERENCE WORKSHOP	7.64	CONFERENCE & MEETINGS	201.201.265		Kortan		089 00337
	SHARPIES, TISSUES, TAPE	36.21	OFFICE SUPPLIES	101.106.232		Kuenzli		089 00348
	AIR FRESHENER	10.97	JANITORIAL SUPPLIES	601.601.236		Rothermel		089 00414
	FRUIT	52.83	RECREATION SUPPLIES	203.203.242		Wattier		089 00007
	OFFICE SUPPLIES	43.37	OFFICE SUPPLIES	203.203.232		Wattier		089 00008
	OFFICE SUPPLIES	24.94	OFFICE SUPPLIES	203.203.232		Wattier		089 00109
	FRUIT	16.06	RECREATION SUPPLIES	203.203.242		Wattier		089 00110
	FRUIT, REC SUPPLIES	128.97	RECREATION SUPPLIES	203.203.242		Wattier		089 00363
	PARADE CANDY	35.30	RECREATION SUPPLIES - O	201.201.242		Youmans		089 00307
		459.21	*VENDOR TOTAL					
WALMART.COM	OFFICE SUPPLIES	38.88	OFFICE SUPPLIES	101.142.232		Schmidt		089 00332
	SUMMER READING PROGRAM	210.89	RECREATION SUPPLIES	701.701.242		Schmidt		089 00429
	HARVEST HALLOWEEN	179.38	RECREATION SUPPLIES	701.701.242		Schmidt		089 00454
	JANITORIAL SUPPLIES	12.78	JANITORIAL SUPPLIES	101.142.236		Schmidt		089 00455

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
WALMART.COM	PROGRAM SUPPLIES	112.31	PROGRAM SUPPLIES	101.142.242		Schmidt		089 00456
		554.24	*VENDOR TOTAL					
WALMART.COM 8009256278	HARVEST HALLOWEEN	59.88	RECREATION SUPPLIES	701.701.242		Schmidt		089 00443
WENDYS 14323	911 CONFERENCE	12.00	CONFERENCE & MEETINGS	208.208.265		Hussein		089 00366
WENDYS 9065	911 CONFERENCE	10.60	CONFERENCE & MEETINGS	208.208.265		Hussein		089 00354
WM SUPERCENTER #1483	PHONES	85.76	REP. & MAINT. - BUILDING	601.601.223		Chytka		089 00213
	OFFICE SUPPLIES	149.66	OFFICE SUPPLIES	101.123.232		Goeden		089 00006
	OFFICE SUPPLIES	44.74	OFFICE SUPPLIES	101.111.232		Hansen		089 00017
	STORAGE BIN FOR EVIDENCE	14.98	SPECIAL ACCOUNT - DETECT	101.111.266		Rothenberger		089 00166
	USB DRIVES	29.28	REP. & MAINT. - EQUIPMEN	101.111.221		Rothenberger		089 00246
	SHARPIES	4.87	SPECIAL ACCOUNT - DETECT	101.111.266		Rothenberger		089 00247
	OFFICE SUPPLIES	33.47	OFFICE SUPPLIES	203.203.232		Wattier		089 00140
	GATORADE	54.26	MISCELLANEOUS CONCESSION	203.203.728		Wattier		089 00209
	OFFICE SUPPLIES	22.22	OFFICE SUPPLIES	203.203.232		Wattier		089 00210
	FRUIT	43.88	RECREATION SUPPLIES	203.203.242		Wattier		089 00211
	PROGRAM SUPPLIES	20.94	PROGRAM SUPPLIES	101.142.242		Yankton Librar		089 00080
		504.06	*VENDOR TOTAL					
WWP OLSONS PEST TECHN	PEST CONTROL	219.00	REP. & MAINT. - BUILDING	101.114.223		Linke		089 00197
	PEST CONTROL	185.00	PROFESSIONAL SERVICES	202.202.202		McHenry		089 00284
	PEST CONTROL	93.00	PROFESSIONAL SERVICES	101.142.202		Schmidt		089 00347
		497.00	*VENDOR TOTAL					
WWW.FOAMFRAT.COM	EMS REFRESHER TRAINING	159.99	LEARNING	101.114.264		Linke		089 00082
WWW.UI.COM	ACCESS POINTS	370.00	REP. & MAINT. - BUILDING	601.601.223		Johnson		089 00434
WWW.USACCESSINSTITUTE.	ICC REQUIREMENTS	159.30	LEARNING	101.106.264		Homstad		089 00268
YANKTON JANITORIAL	JANITORIAL SUPPLIES	373.90	JANITORIAL SUPPLIES	101.125.236		Mastalir		089 00085
	CAN LINERS	314.40	REP. & MAINT. - BUILDING	101.114.223		Mastalir		089 00191
	AIR FRESHENER	54.00	JANITORIAL SUPPLIES	101.125.236		Mastalir		089 00353
	JANITORIAL SUPPLIES	143.00	JANITORIAL SUPPLIES	101.141.236		Mastalir		089 00368
		885.30	*VENDOR TOTAL					

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
YANKTON MEDIA INC	SUBSCRIPTION	8.99	SUBSCRIPTIONS & PUBLICAT	203.203.235		McHenry		089 00192
YANKTON MEDICAL CLINIC	PRE EMPLOYMENT PHYSICAL	60.00	PROFESSIONAL SERVICES	601.601.202		Bailey		089 00042
	PRE EMPLOYMENT PHYSICAL	139.00	PROFESSIONAL SERVICES	201.201.202		Bailey		089 00043
	PHYSICALS	994.00	EXAMINATIONS	101.114.205		Bailey		089 00055
		1,193.00	*VENDOR TOTAL					
YANKTON NURSERIES LLC	CREDIT UNION TREE	129.00	AGRICULTURAL SUPPLIES	201.201.241		Kortan		089 00370
YANKTON THRIVE	WELLNESS PROGRAM	150.00	EMPLOYEE ENGAGEMENT	101.107.141		Bailey		089 00375
YANKTON WINNELSON CO	POOL REPAIRS	112.08	REP. & MAINT. - BUILDING	202.202.223		Pavel		089 00062
YANKTONMEDIAINC	ADVERTISEMENT	190.80	PUBLISHING	631.631.211		Bailey		089 00199
	ADVERTISEMENT	190.80	PUBLISHING	631.631.211		Bailey		089 00202
		381.60	*VENDOR TOTAL					
YEARLI.COM	SUBSCRIPTION	99.00	SUBSCRIPTIONS & PUBLICAT	101.107.235		Bailey		089 00095
YESWAY 1178	FUEL	45.26	CONFERENCE & MEETINGS	101.106.265		Mingo		089 00051
4TE WICHITA WATER COND	WATER SOFTENER REPAIR	230.00	REP. & MAINT. - PLANT	611.611.221		Hanson		089 00145
818 AUTO VALUE - YANKT	TRUCK LAMP	3.58	REP. & MAINT. - PLANT	611.611.221		Ballard		089 00167
	OIL FILTER	46.61	GARAGE PARTS	801.801.249		Hespe		089 00147
	FUEL FILTER	13.61	GARAGE PARTS	801.801.249		Hespe		089 00243
	AIR FILTER	15.83	GARAGE PARTS	801.801.249		Hespe		089 00248
	LIFT TRUCK REPAIRS	13.99	REP. & MAINT. -VEHICLES	201.201.222		Jensen		089 00416
	CABIN AIR FILTER	13.19	GARAGE PARTS	801.801.249		Kulhavy		089 00234
	TRUCK BULBS	16.47	REP. & MAINT. -VEHICLES	204.204.222		Lehman		089 00049
	FILTERS	419.15	GARAGE PARTS	801.801.249		Potts		089 00125
	FILTERS	569.59	GARAGE PARTS	801.801.249		Potts		089 00445
	FILTERS	64.67	GARAGE PARTS	801.801.249		Potts		089 00460
		1,176.69	*VENDOR TOTAL					

VENDOR NAME								
DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID LINE
REPORT TOTALS:	89,164.34							

RECORDS PRINTED - 000457

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
101	GENERAL FUND	42,208.24
201	PARKS AND RECREATION	7,286.47
202	HUETHER FAMILY AQUATICS CTR	1,662.72
203	SUMMIT ACTIVITY CENTER	2,180.28
204	MARNE CREEK	1,769.47
206	CEMETERY	703.31
208	911/DISPATCH	973.04
211	LODGING SALES TAX	5,330.79
601	WATER OPERATION	3,719.16
611	WASTE WATER OPERATION	2,260.04
631	SOLID WASTE	381.60
637	JOINT POWER	125.60
641	GOLF COURSE	29.04
701	LIBRARY TRUST	826.50
801	CENTRAL GARAGE	19,708.08
TOTAL ALL FUNDS		89,164.34

BANK RECAP:

BANK	NAME	DISBURSEMENTS
1DAK	FIRST DAKOTA NAT'L BANK CORP	89,164.34
TOTAL ALL BANKS		89,164.34

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

VOL. 59 NUMBER 20

Commission Information Memorandum

The Yankton City Commission meeting on Tuesday, November 12, 2024 will begin at 7:00 pm.

Non-Agenda Items of Interest

1) Finance Department Update

Utility rates are changing this month. Please visit the utility webpage for more information (<https://www.cityofyankton.org/departments-services/finance-office/utilities>). Notices of these rate changes will be included with customers' utility bills and will be mailed out on November 19th. Those who are signed up for e-bills through Payment Services Network (PSN) will see these notices as an attached PDF with their bill online.

The Finance Office is currently working with local businesses on their annual liquor and video lottery licenses which renew on January 1, 2025. Many other licenses such as animal kennel, electrical contractor, electrician, junk dealer, mobile home park, pawnbrokers, plumbing contractor, plumber, private collector of refuse, sign contractor, water/sewer contractor, and water sewer installer licenses will also expire at the end of the year. These licenses will need to be renewed for January 1st, 2025.

The public hearing for renewing Alcohol Licenses will be postponed **from November 12th to November 25th**. The legal notice headed "Notice of Hearing Upon Applications for Sale of Alcoholic Beverages" was published in the Press & Dakotan on Wednesday, November 6.

Total October 22 online surplus auction sales were \$132,630.00. Please view results below:

2002 Volvo L60 Front End Loader – SN#L70DV19601	\$34,000.00
2015 Steco SWO48 Walking Floor Trailer – VIN# 1PLZ04827FPE59234	\$17,000.00
2014 Steco 8x48 Walking Floor Trailer – VIN# 1PLZ04821EPF58520	\$17,000.00
2012 Ford F250 Super Duty Truck – VIN# 1FT7X2B65CEC31653	\$ 9,100.00
2015 Pioneer 10" Portable Electric Pump – SN# PKG2385	\$ 8,400.00
Concrete Pipes	\$ 7,100.00
1976 Roger Bros Drop Neck Trailer – SN# 18052	\$ 6,300.00
2013 International Navstar 7400 Truck – VIN# 1HTWGAATXDJ201458	\$ 6,300.00
2002 GMC Sierra 3500 Truck – VIN# 3GDKC34G62M115027	\$ 5,200.00
2007 Doolittle Enclosed Cargo Trailer – VIN# 1DGCS10187M075284	\$ 4,200.00
2015 John Deere Mower – VIN# 1TC920MELFT030106	\$ 3,900.00
2009 Kohler Generator – SN#2253959	\$ 3,100.00
2006 Dodge Caravan Minivan – VIN# 1D4GP25E86B664248	\$ 2,700.00
1997 Smithco Superstar Sand Trap Rake – SN# N5886	\$ 1,450.00

Sporting Goods	\$ 1,050.00
Elgin Sweeper Brooms (6 count)	\$ 925.00
2002 Toro Workman 3200 Model 7212 – SN# 220000243	\$ 825.00
2023 Ford F250 8’ Pickup Box	\$ 800.00
2024 Ford F350 8’ Pickup Box	\$ 750.00
Fire Equipment	\$ 725.00
1979 Fruehauf Van Trailer – SN# HPV672638	\$ 575.00
2000 Ingersoll Rand T30 Air compressors – (2 count)	\$ 375.00
Tires & Wheels	\$ 325.00
Office Equipment	\$ 300.00
Electric Motors	\$ 130.00
Century Product Stock Tank	\$ 80.00
Gasboy Diesel Pump	\$ 20.00

Please find the enclosed Moody’s Annual Issuer Comment Report for the City of Yankton. The Issuer Rating reflects the government’s ability to repay debt and debt-like obligations without consideration of any pledge, security or structural features.

2) Human Resources & Employee Engagement Department Update

The position of Office Specialist at the Transfer Station in the Public Works Department is closed and interviews are being held. A recommendation for hire will be forthcoming.

Interviews for the position of Sanitation/Truck Operator in the Public Works Department have been completed. Kyle Novak has been selected to fill this position. Kyle most recently was a machine operator at Manitou Group. Kyle’s first day is November 12.

November’s presentation by Well 365 out of Sioux Falls will focus on practicing gratitude. The goal of the presentation is to help employees slow down and appreciate the things that really matter in life. Employees can gain tools, resources, and ideas on how gratitude can become a daily part of everyday life.

November’s wellness challenge is underway. The challenge for November is mindfulness. Employees are asked to take ten minutes a day for 20 days in the month towards a mindfulness state and/or exercise. Employees should spend ten minutes reflecting on the good that is happening around them. Employees are asked to submit their log at the end of the month to be entered into a drawing for a prize.

The Employee Committee hosted the 7th Annual Chili, Soup & Cinnamon Roll Cook-Off on Wednesday, October 30. Employees donated \$210.00 to be given to United Way. Judges voted on the contest entries of six different soups, nine chilis and four cinnamon rolls. The winners of the judge’s tally were Brittany Orr for chili, Jason Foote for soup and Julia Hussein for cinnamon rolls. Employees can also vote for their favorite contest entry. Scott Schindler was the recipient of this year’s People’s Choice Award.

The winners of the City employees’ annual Halloween door decorating contest were: 1) Engineering Department for scariest entry; 2) Police Department for best use of theme; and 3) IT Department for most creative entry.

The annual Veterans Day program was held at City Hall on November 6. It was a great way to honor those who have served and show appreciation for their sacrifice.

The City of Yankton is pleased to once again highlight veterans from our community by displaying pictures and biographies. You can find the Veterans Trail surrounding the Veterans Monument in

Fantle Memorial Park through November 15. These pictures and bios have been placed temporarily near the monument for those in the community to learn about each of our special veterans. We invite all to stop up and view this trail. We are very proud of our veterans.

The City of Yankton Employee Christmas Party is scheduled for Friday, December 6 at Meridian Venue in the Meridian District.

3) Parks & Recreation Department Update

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

4) Community & Economic Development Department Update

It's a good time to make plans for sidewalk snow removal before our first big snowstorm of the year arrives. Ordinance requires that property owners remove snow from adjacent public sidewalks within 24 hours after the end of a snow event. Staff works each year to educate property owners and, when necessary, abates nuisance snow from public sidewalks. Notice is published in the newspaper of record annually before the first snow fall, and public outreach efforts are coordinated seasonally using local print and radio media as well as social media outlets. Overall, the community has done an outstanding job in recent years keeping these important pedestrian links clear. A focus of our outreach efforts is reminding property owners that it is a violation to place snow from private property or sidewalks onto or across the street. We work closely with the Yankton Police Department and Public Works Department to address these issues. We also promote taking special care to clear snow from around fire hydrants to ensure they are useable by first responders in emergencies. Fire hydrant access is especially problematic when we receive very large snowfalls or several significant snowfall events over a short period of time.

5) Library Update

South Dakota State Library is kicking off a new statewide program this year throughout the month of November called Storytime South Dakota. This initiative is intended to promote the joy of reading to children. "Reading is a fundamental skill," said State Librarian George Seamon. "It is important that parents foster the love of reading in children at birth and continue to support that skill in their children through adulthood. Local libraries are a great resource for parents in developing and supporting reading among our youth."

Yankton Community Library will be taking part in this event on Tuesday, November 12 at 6:00 PM with a family story time and guest readers Mayor Mason Schramm and City Manager Amy Leon. In addition to fun stories about cats and dogs, attendees are invited to wear their favorite pajamas and enjoy milk and cookies during the event. There will also be fun crafts for the children to create after the stories. We are looking forward to an evening of stories and fun at the library!

Along with this special event, the library typically hosts three preschool story times each week on Monday evening as well as Tuesday and Thursday mornings. Additionally, YCL offers a program called 1,000 Books Before Kindergarten which encourages parents to read to their children to promote not only literacy but also bonding between parent and child. We provide tools for tracking reading (and yes, you can read the same book over and over when your child has their favorite and count it each time!) as well as small incentives along the way!

You can find more information about the library's events and programs on our website at library.cityofyankton.org and on our Facebook page.

6) Fire Department Update

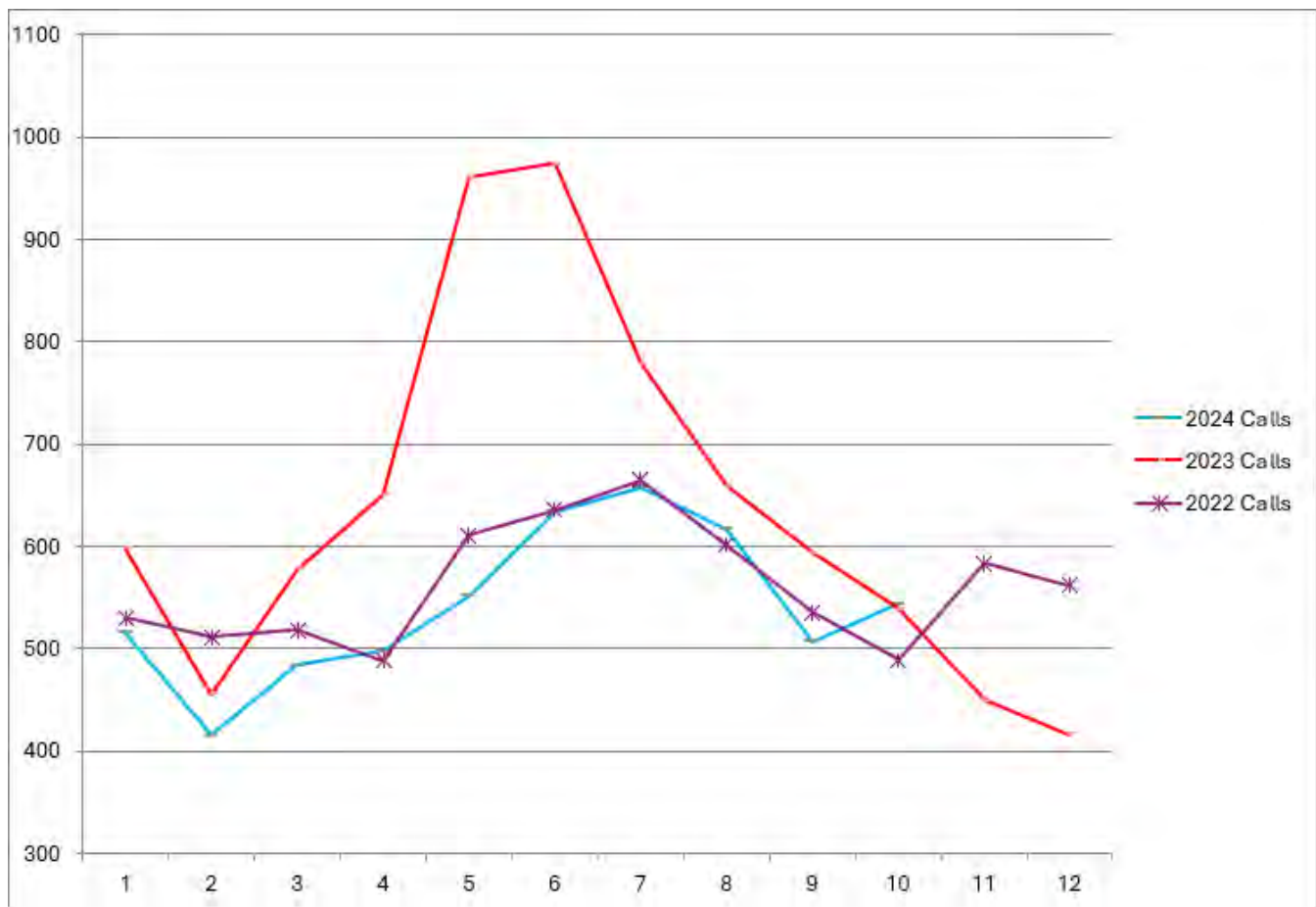
As of November 4, Yankton Fire personnel have responded to a total of 359 incidents. These incidents include calls within City limits, the lake area, and the rural fire district. Specifically, 59 incidents were lake area responder calls, 82 occurred in the rural fire district, and 218 incidents happened within the City limits.

Tuesday has the busiest day of the week with 63 incidents occurring on this day. Moreover, 38% of all incidents happen outside the normal working hours of 8:00 AM to 5:00 PM.

Assistant Chief Brian Frick has trained the Lesterville Fire Department on the new Sensit Gas Detector which Yankton Fire also purchased this year. This new equipment addresses the slow reaction times and lack of leak pinpointing features of the previous detectors. Gas leak incidents are becoming more common with 34 incidents reported so far in 2024. To improve safety, Chief Frick has received additional training and is helping develop a safer response plan.

7) Information & Technology Services Department Update

The 2025 adopted budget and the recently presented active transportation plan are both available on the City's website for people to view. 911 calls thru the end of October are down 20% from 2023 and are tracking closely with 2022 call numbers.



8) Public Works Update

Street Department crews have been preparing for winter maintenance operations and crack filling on asphalt streets throughout the community. Crews have also been street sweeping as leaves continue to drop from the trees.

Cedar Street from 2nd Street to 5th Street & Cedar Street Parking Lot: All of the concrete on the 200 block has been placed. Once the parking lines have been painted, this section will be reopened to traffic. Concrete between the sidewalk and the curb and gutter is close to completion on the 300 block of Cedar Street. Paving on the parking lot is scheduled for November 6-7. The alley paving will take place the following week.

8th Street from Burleigh Street to Peninah Street: The concrete work is complete for this project. Grading and seeding remain. The street will be opened once signage has been installed.

Gehl Drive Extension: The pavement for this project is complete. Once a walk through is done on the final project, an opening date will be determined.

Thanksgiving Day Holiday Garbage & Recycling Collection Schedule: There will be no solid waste collection on Thursday, November 28, due to the Thanksgiving Day Holiday. All Wednesday and Thursday routes will be collected on Wednesday, November 27. Friday routes will be picked up on Friday, November 29. All other routes will be collected as scheduled. The Transfer Station will be closed Thursday, November 28 and will be open shortened hours on Friday, November 29 from 8:00 AM to 1:00 PM. The Transfer Station will resume normal scheduled hours on Saturday, November 30 from 8:00 AM to 11:45 AM.

9) Environmental Services Department Update

Staff is working with the state to finalize our lead service line inventory. The new lead and copper rule require every system to create a lead service line inventory. Staff is using the information collected during the meter replacement project to complete the list. Service lines that have not been identified will be noted as unknown. The City will be required to notify property owners if they have a lead or unknown service line.

The contractor has completed the biosolids application. Every year biosolids are land applied once crops have been harvested. The price has continued to increase annually. Staff will be looking at increasing the budget for the biosolids application next year. Staff has also been looking into the cost of purchasing the application equipment. The concern would be staffing to apply the biosolids in the short window available in the fall. A long-term option would be to purchase property and use a crop rotation that would allow for summer biosolids application. This would allow for a longer window for City staff to apply the biosolids.

10) Police Department Update

Between November 2 and November 15, extra officers will be enforcing highway safety with a focus on speed. They will also be watching for other traffic violations. YPD reminds drivers to slow down, drive to arrive, put phones down, and wear a seatbelt.

Sergeants O'Farrell, McNinch, and Buechler attended Incident Command System (ICS 300) training from October 29-31. This 3-day course is designed for those emergency response personnel who would function in a Command or General Staff position during a large, complex incident or event, or personnel who are or would likely be part of a local or regional Incident Management Team during a major incident.

YPD ordered new D.A.R.E. t-shirts and will be dispersing to Yankton elementary schools to give to students when they graduate the D.A.R.E. program. The schools graduating this semester are Beadle and Stewart (5th grade). Webster, Lincoln and Sacred Heart will be taught during second semester.

YPD has started to install license plate reader devices around the City to evaluate the necessity of each location. These devices will allow us to scan license plates related to possible criminal activity.

11) Monthly Reports

The Building, Salary and Yankton Police Department monthly reports are included for your review.

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

Sincerely,

Amy Leon
City Manager

ISSUER COMMENT

4 November 2024

RATING

Issuer Rating ¹

Aa3 No Outlook

Analyst Contacts

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CLIENT SERVICES

Americas 1-212-553-1653

Asia Pacific 852-3551-3077

Japan 81-3-5408-4100

EMEA 44-20-7772-5454

City of Yankton, SD

Update to credit metrics

Issuer profile

The City of Yankton, situated in Yankton County, is located in the southeast portion of South Dakota approximately 80 miles southwest of Sioux Falls.

Key indicators

Exhibit 1

Yankton (City of) SD

	2019	2020	2021	2022	Aa Medians
Economy					
Resident income ratio (%)	90.0%	93.9%	98.4%	93.5%	115.2%
Full Value (\$000)	\$1,026,813	\$1,063,089	N/A	N/A	\$2,753,876
Population	14,573	14,619	15,332	15,421	22,803
Full value per capita (\$)	\$70,460	\$72,720	N/A	N/A	N/A
Annual Growth in Real GDP	1.6%	-1.4%	6.6%	5.0%	4.9%
Financial Performance					
Revenue (\$000)	\$34,769	\$43,678	\$39,172	\$42,541	\$49,930
Available fund balance (\$000)	\$42,593	\$40,646	\$48,669	\$47,265	\$27,007
Net unrestricted cash (\$000)	\$48,194	\$47,234	\$49,126	\$48,631	\$36,277
Available fund balance ratio (%)	122.5%	93.1%	124.2%	111.1%	54.0%
Liquidity ratio (%)	138.6%	108.1%	125.4%	114.3%	75.9%
Leverage					
Debt (\$000)	\$72,844	\$71,325	\$68,140	\$62,434	\$35,831
Adjusted net pension liabilities (\$000)	\$23,776	\$30,186	\$32,057	\$17,509	\$55,367
Adjusted net OPEB liabilities (\$000)	\$39	\$24	\$9	\$2	\$5,248
Other long-term liabilities (\$000)	\$786	\$851	\$793	\$823	\$1,716
Long-term liabilities ratio (%)	280.3%	234.4%	257.8%	189.9%	244.9%
Fixed costs					
Implied debt service (\$000)	\$3,389	\$5,311	\$5,108	\$4,779	\$2,465
Pension tread water contribution (\$000)	\$392	\$384	\$354	\$253	\$1,563
OPEB contributions (\$000)	\$18	\$16	\$11	\$5	\$178
Implied cost of other long-term liabilities (\$000)	\$54	\$57	\$61	\$56	\$116
Fixed-costs ratio (%)	11.1%	13.2%	14.1%	12.0%	10.7%

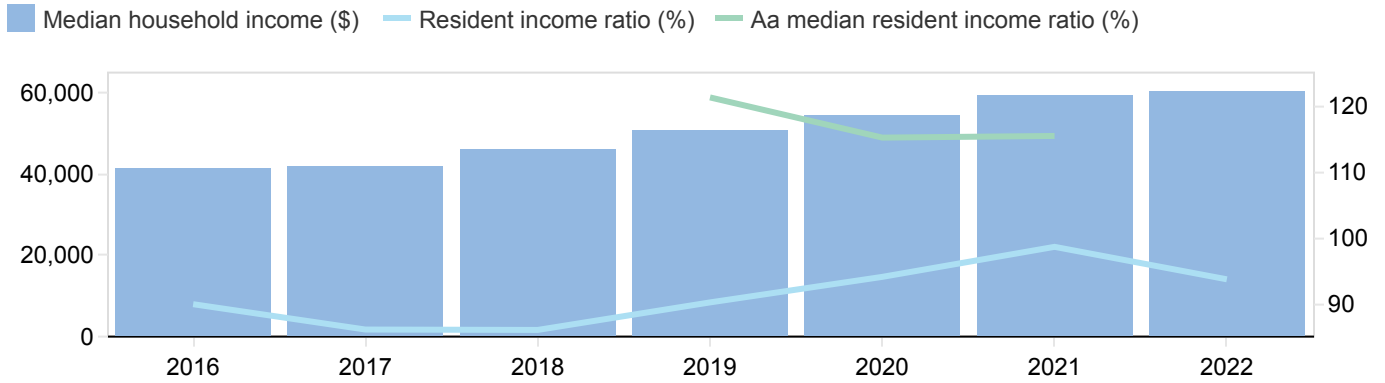
For definitions of the metrics in the table above please refer to the [US Cities and Counties Methodology](#) or see the Glossary in the Appendix below. Metrics represented as N/A indicate the data were not available at the time of publication. The medians come from our most recently published [US Cities and Counties Median Report](#).

The real GDP annual growth metric cited above is for the Yankton County, South Dakota Metropolitan Statistical Area.

Sources: US Census Bureau, Yankton (City of) SD's financial statements and Moody's Ratings, US Bureau of Economic Analysis

Economy

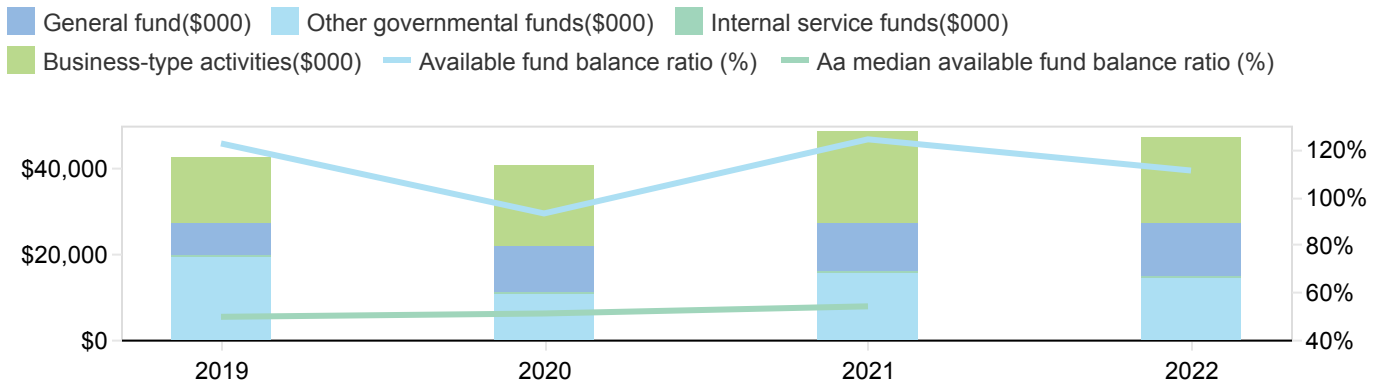
Exhibit 2
Resident Income



Source: Moody's Ratings

Financial performance

Exhibit 3
Fund Balance



Source: Moody's Ratings

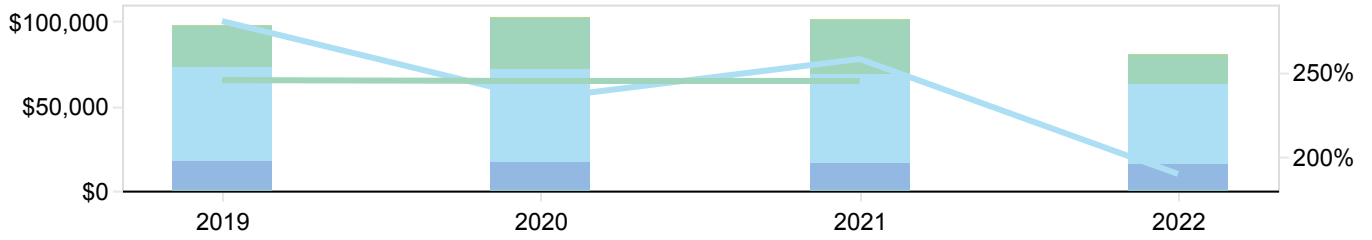
This publication does not announce a credit rating action. For any credit ratings referenced in this publication, please see the issuer/deal page on <https://ratings.moody.com> for the most updated credit rating action information and rating history.

Leverage

Exhibit 4

Total Primary Government - Long Term Liabilities

- Governmental Debt(\$000) ■ Business-Type Activity Debt(\$000) ■ Adjusted net pension liabilities(\$000)
- Adjusted net other post-employment liabilities(\$000) ■ Other long-term liabilities(\$000) — Long-term liabilities ratio (%)
- Aa median long-term liabilities ratio (%)



Source: Moody's Ratings

Appendix

Exhibit 5

Key Indicators Glossary

	Definition	Typical Source*
Economy		
Resident income ratio	Median Household Income (MHI) for the city or county, adjusted for Regional Price Parity (RPP), as a % of the US MHI	MHI: US Census Bureau - American Community Survey 5-Year Estimates RPP: US Bureau of Economic Analysis
Full value	Estimated market value of taxable property in the city or county	State repositories; audited financial statements; continuing disclosures
Population	Population of the city or county	US Census Bureau - American Community Survey 5-Year Estimates
Full value per capita	Full value / population	
Economic growth metric	Five year CAGR of real GDP for Metropolitan Statistical Area or county minus the five-year CAGR of real GDP for the US	Real GDP: US Bureau of Economic Analysis
Financial performance		
Revenue	Sum of revenue from total governmental funds, operating and non-operating revenue from total business-type activities, and non-operating revenue from internal services funds, excluding transfers and one-time revenue, e.g., bond proceeds or capital contributions	Audited financial statements
Available fund balance	Sum of all fund balances that are classified as unassigned, assigned or committed in the total governmental funds, plus unrestricted current assets minus current liabilities from the city's or county's business-type activities and internal services funds	Audited financial statements
Net unrestricted cash	Sum of unrestricted cash in governmental activities, business type activities and internal services fund, net of short-term debt	Audited financial statements
Available fund balance ratio	Available fund balance (including net current assets from business-type activities and internal services funds) / Revenue	
Liquidity ratio	Net unrestricted cash / Revenue	
Leverage		
Debt	Outstanding long-term bonds and all other forms of long-term debt across the governmental and business-type activities, including debt of another entity for which it has provided a guarantee disclosed in its financial statements	Audited financial statements; official statements
Adjusted net pension liabilities (ANPL)	Total primary government's pension liabilities adjusted by Moody's to standardize the discount rate used to compute the present value of accrued benefits	Audited financial statements; Moody's Ratings
Adjusted net OPEB liabilities (ANOL)	Total primary government's net other post-employment benefit (OPEB) liabilities adjusted by Moody's to standardize the discount rate used to compute the present value of accrued benefits	Audited financial statements; Moody's Ratings
Other long-term liabilities (OLTL)	Miscellaneous long-term liabilities reported under the governmental and business-type activities entries	Audited financial statements
Long-term liabilities ratio	Debt + ANPL + ANOL + OLTL / Revenue	
Fixed costs		
Implied debt service	Annual cost to amortize city or county's long-term debt over 20 years with level payments	Audited financial statements; official statements; Moody's Ratings
Pension tread water contribution	Pension contribution necessary to prevent reported unfunded pension liabilities from growing, year over year, in nominal dollars, if all actuarial assumptions are met	Audited financial statements; Moody's Ratings
OPEB contribution	City or county's actual contribution in a given period	Audited financial statements
Implied cost of OLTL	Annual cost to amortize city or county's other long-term liabilities over 20 years with level payments	Audited financial statements; Moody's Ratings
Fixed-costs ratio	Implied debt service + Pension tread water + OPEB contributions + Implied cost of OLTL / Revenue	

*Note: If typical data source is not available then alternative sources or proxy data may be considered. For more detailed definitions of the metrics listed above please refer to the [US Cities and Counties Methodology](#).

Source: Moody's Ratings

Parks and Recreation Department

Thursday, September 24, 2024

- **SAC Library Day Passes Used**
 - 1 Coupon (2 Adults)

Monday, October 28, 2024

- **SAC Library Day Passes Used**
 - 1 Coupon (1 Adult, 3 kids)

Monday, October 14, 2024

- **No School Special 1:00-5:00 PM**
 - Participants – 6 (paid)

Friday, October 25, 2024

- **No School Special 1:00-5:00 PM**
 - Participants – 14 (paid)

Additional Information for Second Half of October:

- **Aqua Zumba**
 - Participation – 46 Participants (80 for the Month)
- **Have A Ball**
 - Participation – 12 Participants (18 for the Month)
- **Power Abs**
 - Participation – 92 Participants (158 for the Month)
- **Power Yoga**
 - Participation – 19 Participants (39 for the Month)
- **Prime Time Senior Class**
 - Participation – 61 Participants (109 for the Month)
- **Step Aerobics**
 - Participation – 11 Participants (18 for the Month)
- **Strength & Flexibility**
 - Participation – 53 Participants (113 for the Month)
- **Tabata**
 - Participation – 92 Participants (158 for the Month)
- **Trim & Tone**
 - Participation – 38 Participants (71 for the Month)
- **Wake UP**

- Participation – 8 Participants (23 for the Month)
- **Water Aerobics Classes**
 - Participation – 122 Participants (243 for the Month)
- **Water Fitness**
 - Participation – 6 Participants (12 for the Month)
- **Yoga**
 - Participation – 16 Participants (26 for the Month)
- **Zumba**
 - Participation – 32 Participants (56 for the Month)
- **Zumba Gold**
 - Participation – 79 Participants (146 for the Month)
- **Birthday Party Rentals**
 - Participation – 6 Birthday Parties (14 for the Month)
 - Revenue - \$450.00 (\$1,050.00 for the Month)
- **Private Pool Party Rentals**
 - Hours Rented – 0 Hours (0 for the Month)
 - Revenue - \$0.00 (\$0.00 for the Month)
- **Auxiliary/Main Gym Rentals**
 - Hours Rented – 1 Hours (2 for the Month)
 - Revenue - \$30.00 (\$60.00 for the Month)
- **Theater Rentals**
 - Hours Rented – 0 Hours (0 for the Month)
 - Revenue – \$0.00 (\$0.00 for the Month)
- **Meeting Rooms**
 - Hours Rented – 0 Hours (0 for the Month)
 - Revenue - \$0.00 (\$0.00 for the Month)
 -
- **City Hall Rentals**
 - Hours Rented – 5 Hours (6 for the Month)
 - Revenue – \$150.00 (\$180.00 for the Month)
- **Capital Building Rentals**
 - Days Rented – 3 Rental

- Revenue - \$300.00
- **Park Shelters**
 - Riverside - 0 Rentals
 - Memorial – 1 Rentals
 - Westside – 0 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 Fall Swim Lessons
 - Fall Youth Bucks and Gazelles/YBI Basketball League
 - Yankton Parks and Recreation Men's Basketball league Registration
 - Parade of Lights
 - Open Swims back at the SAC
- **Summit Activities Center Membership Information:**

	Members			Memberships
	Current	Last	Change	Current
○ Active & Fit/Renew Active/Silver Sneakers	231	228	3	231
○ Adult Annual	63	70	-7	63
○ Adult Annual plus 1	42	44	-2	21
○ Adult Annual plus 2	15	15	0	5
○ Adult Annual plus 3	4	4	0	1
○ Adult Annual plus 4	0	5	-5	0
○ Adult Annual plus 5	6	6	0	1
○ Adult Annual plus 6	0	0	0	0
○ Adult EFT	17	17	0	17
○ Adult EFT plus 1	24	24	0	12
○ Adult EFT plus 2	12	12	0	4
○ 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	87	93	-6	87
○ Adult Monthly plus 1	58	40	18	29
○ Adult Monthly plus 2	27	30	-3	9
○ Adult Monthly plus 3	12	8	4	3

o Adult Monthly plus 4	15	5	10	3
o Adult Monthly plus 5	6	6	0	1
o Adult Monthly plus 6	0	0	0	0
o City of Yankton Single	64	63	1	64
o Firefighter Single	18	18	0	18
o 10 Use Punch card	77	75	2	77
o Radio	35	35	0	35
o Youth Annual	27	28	-1	27
o Youth EFT	1	1	0	1
o Youth Monthly	65	55	10	65
Total # of Active Memberships	920	896	24	777

- **Attendance – 4,247 (2,822 SAC, 1,425 GL) 7,595 (5,086 SAC, 2,509 GL) compared to 3,692 (2,354 SAC, 1,338 GL) 6,560 (4,205 SAC, 2,355 GL) in October 2023**
- **New Members Joined/Renewals Between 10/16-31/24 – 107/228 compared to 141/304 in 2023**
- **Total Cash Revenue at the SAC 10/16-31/24 – \$45,770.41/\$77,726.93 compared to \$19,923.79/\$51,913.78 in October 2023**
- **Great Life Reimbursement Payment:**
 - **September 2024: \$2,488.50 (\$2,262.00 – September 2023)**

Parks

The City will work with the Yankton Optimist Club to have a Santa House for children’s activities located at the Capitol Building in Riverside Park this December on a few weekends. Details are being worked out. Decorating the outside of the Capitol Building is also planned.

The Parks Staff have started placing the holiday snowflakes, holiday banners, and the garland with bows along Broadway Avenue. They will be wrapping the light poles with lights in the Meridian District. They will also be working on decorations on the outside of the Capitol Building in Riverside Park.

The Parks staff placed posts around the Veteran’s monument in Fantle Memorial Park. Veteran’s biographies will be placed on the posts for Veteran’s Day weekend.

Luke has started to plan for the 2024 Holiday Festival of Lights. The theme is “Bridging Winters Past.”

Irrigation and winterization have been completed in the parks.

The concrete pad for the new shelter at Westside Park next to the pickleball courts has been poured.

City of Yankton Building Report

Permits Issued in the month of October, 2024

Issue Date	Permit #	Owner Name & Address	Use	Valuation	Contractor Name & Address	Fees
10/01/2024	BLDG-24-0209	SCHIPPOREIT, RICHARD L 505 WEST 8 ST	Single Family Home - Accessory Structure - Detached Garage	\$33,000.00	Jimmy B's Carpentry 2906 Master Avenue YANKTON, SD 57078	\$152.50
10/02/2024	BLDG-24-0210	IGLESIA PENTECOSTAL FUENTE D 1010 BURLEIGH ST	Commercial - Addition- Office	\$4,000.00	CABRERA, DANIEL 3010 MARY ST YANKTON, SD 57078	\$40.50
10/02/2024	BLDG-24-0211	VANBUREN, LLOYD 508 PICOTTE ST	Exterior-Roofing	\$6,000.00	VANBUREN, LLOYD 508 PICOTTE ST YANKTON, SD 57078	\$20.00
10/07/2024	BLDG-24-0212	CITY OF YANKTON 600 Levee St.	Commercial - Addition - Wastewater Building	\$15,000,000.00	John T. Jones Construction 2213 7th Ave. N. FARGO, ND 58102	\$0.00
10/03/2024	BLDG-24-0213	SoDak Properties Group, LLC 2900 Jenny Circle	Multi Family Home - New	\$6,500,000.00	SoDak Construction, LLC 828 Jay Headley Ave LAKE NORDEN, SD 57248	\$9,937.00
10/07/2024	BLDG-24-0214	LEITRU, NEIL 702 EAST 18 ST	Exterior -Roofing	\$3,900.00	H & H Roofing 1600 Whiting Drive YANKTON, SD 57078	\$20.00
10/07/2024	BLDG-24-0215	LOSING, BETTY (LE) 1211 PASQUE CIR	Exterior -Windows	\$8,633.00	1-800-Hansons 977 E. 14 Mile Rd TROY, MI 48083	\$20.00
10/09/2024	BLDG-24-0216	CARDA, GARRETT L 2804 LAKEVIEW DR	Single Family Home - Accessory Structure- Shed	\$1,100.00	CARDA, GARRETT L 1809 MULBERRY ST YANKTON, SD 57078	\$24.00
10/11/2024	BLDG-24-0217	PETERSON, JOYCE (LE) 406 LOCUST ST	Single Family Home - Alteration/Repair - Fire Damage Repair	\$27,000.00	AMACING LLC 3013 Broadway Ave. Ste 8-124 YANKTON, SD 57078	\$131.50
10/16/2024	BLDG-24-0218	INVESTINME LLC 2101 BROADWAY AVE	Commercial - Alteration/Repair- Loading Dock	\$899,663.00	VanBuskirk Construction 2571 S. Westlake Drive SIOUX FALLS, SD 57106	\$1,537.00
10/18/2024	BLDG-24-0219	Griffin, Ruth Ann 1108 WEST ST	Exterior - Roofing	\$11,580.00	H & H Roofing 1600 Whiting Drive YANKTON, SD 57078	\$20.00
10/18/2024	BLDG-24-0220	HOXENG, MATTHEW L 406 WEST 5 ST	Exterior -Egress Window	\$2,500.00	Hoxeng, Matthew L 406 West 5th Street YANKTON, SD 57078	\$20.00

10/22/2024	BLDG-24-0221	VANDE KOP FAMILY PRCTCN TRUS 615 CAPITAL ST	Single Family Home - Accessory Structure - Attached Garage	\$34,000.00	Greg Andersh Construction P.O. Box 131 Wagner, SD 57380	\$156.00
10/22/2024	BLDG-24-0222	HABITAT FOR HUMANITY YKTN CO 1402 ASH ST	Demolition	\$0.00	HABITAT FOR HUMANITY YKTN CO 218 CAPITAL STREET YANKTON, SD 57078	\$20.00
10/23/2024	BLDG-24-0223	KNOFF, DAVID D 2014 ROBERTS ST	Single Family Home - Alteration/Repair - Porch	\$20,000.00	Deroos Renovations 906 First St CROFTON, NE 68730	\$104.50
10/24/2024	BLDG-24-0224	GULLIKSON, MICHAEL R 1207 WEST 16 ST	Exterior - Egress Window	\$6,700.00	Walsh Construction 1107 East 19th Street YANKTON, SD 57078	\$20.00
10/24/2024	BLDG-24-0225	MINT PROPERTIES LLC 103 JAMES PL	Exterior - Egress Window	\$4,450.00	Kopp Building Innovations LLC 30178 437 AVE UTICA, SD 57067	\$20.00
10/25/2024	BLDG-24-0226	HAAS, TANNER A 613 LINN ST	Single Family Home - Alteration/Repair - Interior Remodel	\$10,000.00	HAAS, TANNER A 613 LINN ST YANKTON, SD 57078	\$64.50
10/25/2024	BLDG-24-0227	KIRBY HOFER CONST CO INC 3016 Ruth St.	Single Family Home - New	\$297,060.00	KIRBY HOFER CONST CO INC 30992 430 AVE TABOR, SD 57063	\$634.00
10/28/2024	BLDG-24-0228	P&G Properties 109 DOUGLAS AVE	Commercial - Alteration/Repair - Interior Remodel	\$75,000.00	Radack Construction 802 West 8th Street Yankton, SD 57078	\$274.50
10/28/2024	BLDG-24-0229	BENEDICTINE CONVENT SACR HEA 1005 WEST 8 ST	Commercial - Alteration/Repair - Roof	\$530,300.00	BOONE BROS. ROOFING 1432 LEECH AVE. SIOUX CITY, IA 51101	\$983.50
10/28/2024	BLDG-24-0230	KNEIFL PROPERTIES LLC 308 MURPHY LN	Exterior - Roofing	\$8,850.00	H & H Roofing 1600 Whiting Drive YANKTON, SD 57078	\$20.00
10/29/2024	BLDG-24-0231	MCDONALDS CORPORATION 2301 BROADWAY AVE	Commercial - Alteration/Repair - Roof Garage only	\$4,490.00	H & H Roofing 1600 Whiting Drive YANKTON, SD 57078	\$44.50
10/29/2024	BLDG-24-0232	HOWEY-FOX, WANDA L 213 WEST 5 ST	Exterior - Windows	\$5,000.00	WILD DOG ENTERPRISES 721 DOUGLAS AVE STE 101 YANKTON, SD 57078	\$20.00
10/30/2024	BLDG-24-0233	SCHNAIBLE, ROBERT REV TRUST 202 EAST 29 ST	Exterior - Roofing	\$26,000.00	H & H Roofing 1600 Whiting Drive YANKTON, SD 57078	\$20.00
10/30/2024	BLDG-24-0234	LENTZ, RODNEY 2012 LOCUST ST	Single Family Home - Accessory Structure - Shed	\$19,000.00	LENTZ, RODNEY 2012 LOCUST ST YANKTON, SD 57078	\$100.50
10/30/2024	BLDG-24-0235	JOHANNESON CONTRACTING INC 2913 Piper St.	Commercial - New	\$145,000.00	JOHANNESON CONTRACTING INC 2400 WEST CITY LIMITS RD STE F YANKTON, SD 57078	\$404.50

10/31/2024	BLDG-24-0236	THON, MICHAEL E 1405 ST BENEDICT DR	Single Family Home - Alteration/Repair - Deck Roof	\$20,000.00	Jimmy B's Carpentry 2906 Master Avenue YANKTON, SD 57078	\$104.50
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(October 2024) Total Valuation: \$23,703,226.00

Total Fees: \$14,913.50

(October 2023) Total Valuation: \$1,771,498.00

(2024) to Date Valuation: \$50,413,290.81

(2023) to Date Valuation: \$98,358,464.33

Salaries by Department: October 2024

ADMINISTRATION	\$61,094.14
FINANCE	\$36,006.33
COMMUNITY	
DEVELOPMENT	\$31,756.58
POLICE/DISPATCH	\$233,200.50
FIRE	\$15,280.14
ENGINEERING / SR.	
CITIZENS	\$59,718.61
STREETS	\$57,218.55
TRAFFIC CONTROL	\$4,360.96
LIBRARY	\$39,580.19
PARKS / SAC	\$98,054.83
HUETHER AQUATICS	\$0.00
MARNE CREEK	\$4,000.36
CEMETERY	\$6,979.76
WATER	\$47,487.87
WASTEWATER	\$48,126.46
SOLID WASTE	\$32,141.37
JOINT POWERS	\$25,932.28
CENTRAL GARAGE	\$9,449.22
	\$810,388.15

Personnel Changes

New Hires

Parks, Recreation and City Events Department: Trevor Guthmiller, Grounds Maintenance, \$1,811.35 biweekly.

Wage Changes

Parks, Recreation and City Events Department: Lisa Kortan, \$2,659.23 to \$2,692.73 biweekly; Nancy Leonard, Receptionist, \$14.50 to \$14.75/hr; Mary Loecker, Aerobics Instructor, \$15.25 to \$15.50/hr; Fire Department: Daniel Prendable, \$3,235.34 to \$3,276.11 biweekly; Public Works Department; Zachary Hespe, \$2,072.38 to \$2,098.50 biweekly;

Position Changes

None



Yankton Police Department

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Commission Report - Adult Citations

Printed on November 4, 2024

Charges

Aggravated Assault Domestic Total: 3

Animals Running at Large Total: 1

Bicycle lamps--Visibility and color--Violation as petty offense. Total: 1

Biting Total: 1

Contempt Total: 4

Contempt; Abuse or cruelty of minor Age 7+ (F4); Manuf/distr/poss Drugs Sched I or II Total: 1

Contributing to Delinquency or CHINS or A/N of Minor; DUI Total: 1

Cracked or broken glass prohibited; Lane Driving Total: 1

Criminal trespass--Violation as misdemeanor Total: 1

Discharge of Weapons Total: 1

Display of plates Total: 4

Display of plates; Expired Tags; Driving with Suspended License Total: 1

Display of plates; Speeding Total: 1

Display of plates; Unlicensed Driver Total: 1

Driver Enhancement-Drug; Possession Controlled Substance in Schedules I or II; DUI Total: 1

Driver Enhancement-Drug; Possession of Drug Paraphernalia (M2); Possession Controlled Substance in Schedules I or II Total: 3

Charges

Driver Enhancement-Drug; Possession of Drug Paraphernalia (M2); Possession of Marijuana 2 Ounces or Less (M1) Total: 1

Driving with Canceled License (Unlicensed) Total: 1

Driving Without Headlights Total: 3

Driving with Revoked License Total: 4

Driving with Suspended License Total: 10

Drug Free Zone Total: 1

Drug Free Zone; Contempt; Abuse or cruelty of minor Age 7+ (F4) Total: 1

DUI Total: 5

DUI 2nd Offense Total: 2

Exhibition driving Total: 2

Exhibition driving; Driving with Suspended License; Speeding Total: 1

Expired Tags Total: 17

Expired Tags; Display of plates Total: 1

Expired Tags; Driving with Suspended License Total: 1

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

Failure to Obey Traffic Signal Total: 2

Failure to Register as Sex Offender Total: 1

Failure to Stop at Red Light - Prohibited Right Turn on Red Total: 1

Failure to Stop for Flashing Red Signal Total: 1

Charges

False Impersonation with Intent to Deceive Law Enforcement Total: 1

Following too closely Total: 2

Following too closely; Maintenance of Financial Responsibility Total: 1

Glass impairing operator's vision prohibited; Stop From Driveway before Entering Roadway Total: 1

Grand theft--Felony; Burglary 1st Degree/ Inflict injury on another. poss. weapon, or night time Total: 1

Headlamps Required Total: 14

Headlamps Required; Expired Tags Total: 1

Illegal Exhaust Total: 2

Inhabiting a Room Where Controlled Substance Used or Stored; Possession Controlled Substance in Schedules I or II; Obstructing Officer, Jailer, Firefighter Total: 1

Keeping place for use or sale of Controlled substance; Possession of Controlled Substance Total: 1

Keeping place for use or sale of Controlled substance; Possession of Marijuana 2 Ounces or Less (M1) Total: 1

Lane Driving Total: 3

Lane Driving ; Expired Tags Total: 1

Leaving Accident Scene - Unattended Vehicle/Property Damage; DUI 2nd Offense Total: 1

Left turning vehicle Total: 3

Maintenance of Financial Responsibility Total: 4

Maintenance of Financial Responsibility; Driving with Suspended License Total: 1

Maintenance of Financial Responsibility; Expired Tags Total: 1

Maintenance of Financial Responsibility; Speed Limit in School Zones Total: 1

Charges

Manuf/distr/poss Drugs Sched I or II; Possession with Intent to Distribute Marijuana 1 Pound or More (F3) Total: 1

Obstructing Officer, Jailer, Firefighter Total: 4

One-way glass, adhesive film on Rear Window Total: 1

One-way glass, adhesive film, or other glaze in windshield or front side Total: 2

Open Container in a Motor Vehicle Total: 1

Open Container in a Motor Vehicle; DUI Total: 1

Open Containers Total: 1

Parking Maximum Time Period Total: 2

Parking Maximum Time Period; Vehicles blocking traffic; wrecked vehicles; unlicensed vehicles; removal at anytime Total: 1

Petty Theft 1st Degree Total: 1

Petty Theft 2nd Degree Total: 1

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

Possession of Drug Paraphernalia (M2) Total: 4

Possession of Drug Paraphernalia (M2); Petty Theft 2nd Degree Total: 1

Possession of Drug Paraphernalia (M2); Possession Controlled Substance in Schedules I or II Total: 5

Possession of Drug Paraphernalia (M2); Possession of Controlled Substance Total: 1

Possession of Drug Paraphernalia (M2); Possession of Marijuana 2 Ounces or Less (M1) Total: 2

Possession of Drug Paraphernalia (M2); Simple Assault Total: 1

Charges

Possession of Marijuana 2 Ounces or Less (M1); Possession of Drug Paraphernalia (M2); Possession Controlled Substance in Schedules I or II Total: 1

Possession with Intent to Distribute Marijuana 1 Pound or More (F3); Possession of Drug Paraphernalia (M2); Possession Controlled Substance in Schedules I or II Total: 1

Possession Unauthorized Article in Jail - Alcohol or MJ (F6); Possession of Marijuana 2 Ounces or Less (M1); Entering or refusing to leave property after notice, Order defied (M1) Total: 1

Purchase, Possession, Consumption of Alcohol by Minor Total: 5

Purchase, Possession, Consumption of Alcohol by Minor; Petty Theft 2nd Degree Total: 1

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

Rear Lamps Required Total: 1

Rear Lamps Required; Speeding Total: 1

Rear license plate illumination Total: 14

Replacement with material other than safety glass Total: 1

Replacement with material other than safety glass; Expired Tags Total: 1

Right-turning vehicle required to keep right Total: 3

Seat belt/ child under 5; Operator to assure pass 5-17 are wearing seat belts; Seat belt/ child under 5 Total: 1

Simple Assault Domestic Total: 4

Special events no-parking zones. Total: 2

Speeding Total: 61

Speeding; DUI 3rd Offense Total: 1

Speeding; Maintenance of Financial Responsibility; No Motorcycle Endorsement Total: 1

Charges

Speed Limit in School Zones Total: 2

Stop From Driveway before Entering Roadway Total: 4

Stop From Driveway before Entering Roadway; Unlicensed Driver Total: 1

Stop Lamps Required Total: 4

Stop Lamps Required; Display of plates; Failure to Obey Traffic Signal Total: 1

Stop Lamps Required; Driving with Suspended License Total: 1

Stop Sign Violation Total: 11

Stop Sign Violation; Maintenance of Financial Responsibility Total: 1

Stop Sign Violation; Turning from wrong lane prohibited--Turn signal required--Violation as misdemeanor Total: 1

Substitution of license plates Total: 1

Tampering with mv; Intentional Damage to Property \$400 or Less 3rd Degree Vandalism; Burglary 3rd Degree/ Enter or Remain in Unoccupied Building to Commit Crime Total: 1

Temporary forty-five license permit--Where affixed; Maintenance of Financial Responsibility; Unlicensed Driver Total: 1

Threatening Law Enforcement Officer or Family Total: 1

Tobacco violations under 21 Total: 1

Turning from wrong lane prohibited--Turn signal required--Violation as misdemeanor Total: 13

Turning from wrong lane prohibited--Turn signal required--Violation as misdemeanor; Lane Driving Total: 1

Turning from wrong lane prohibited--Turn signal required--Violation as misdemeanor; Right-turning vehicle required to keep right Total: 1

Charges

**Turning from wrong lane prohibited--Turn signal required--Violation as misdemeanor; Stop Sign Violation;
Driving with Suspended License Total: 1**

Unauthorized Ingestion of Controlled Drug or Substance Total: 1

Unlicensed Driver Total: 14

Unlicensed Driver; Eluding law enforcement officer as misdemeanor Total: 1

Unlicensed Driver; Open Container in a Motor Vehicle; DUI Total: 1

Unsafe Backing Total: 1

**Use of mobile electronic device--Prohibitions--Violation as misdemeanor--Exceptions; Speed Limit in School
Zones Total: 1**

**Use of mobile electronic device--Prohibitions--Violation as misdemeanor--Exceptions; Speed Limit in School
Zones; Use of mobile electronic device--Prohibitions--Violation as misdemeanor--Exceptions; Speed Limit in
School Zones; Use of mobile electronic device--Prohibitions--Violation as misdemeanor--Exceptions; Speed
Limit in School Zones; Use of mobile electronic device--Prohibitions--Violation as misdemeanor--Exceptions;
Speed Limit in School Zones; Use of mobile electronic device--Prohibitions--Violation as
misdemeanor--Exceptions; Speed Limit in School Zones; Use of mobile electronic
device--Prohibitions--Violation as misdemeanor--Exceptions; Speed Limit in School Zones; Use of mobile
electronic device--Prohibitions--Violation as misdemeanor--Exceptions; Speed Limit in School Zones; Use of
mobile electronic device--Prohibitions--Violation as misdemeanor--Exceptions; Speed Limit in School Zones
Total: 1**

Use of Seatbelt Total: 1

Use of Seatbelt; Unlicensed Driver Total: 1

Violation of Conditional Bond No Contact in Domestic Arrest Total: 3

Violation of Protection Order Misdemeanor Total: 1

Charges

Total Records: 328



Yankton Police Department

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Commission Report - Adult Arrests

Printed on November 4, 2024

Offense	Totals	
Abuse or cruelty of minor Age 7+ (F4)	2	2
Aggravated Assault Domestic	2	2
Arrest Warrant	4	4
Bench Warrant Breach of conditions	3	3
Bench Warrant, Failure to Appear	4	4
Bench Warrant, Failure to Comply	1	1
Burglary 1st Degree/ Inflict injury on another. poss. weapon, or night time	1	1
Burglary 3rd Degree/ Enter or Remain in Unoccupied Building to Commit Crime	1	1
Contempt	2	2
Contributing to Delinquency or CHINS or A/N of Minor	1	1
Criminal trespass--Violation as misdemeanor	1	1
Driver Enhancement-Drug	3	3
Driving with Revoked License	4	4
Drug Free Zone	2	2
DUI	9	9
DUI 2nd Offense	3	3
DUI 3rd Offense	1	1
Eluding law enforcement officer as misdemeanor	1	1
Entering or refusing to leave property after notice, Order defied (M1)	3	3
False Impersonation with Intent to Deceive Law Enforcement	1	1
Felony Warrant	1	1
Grand theft--Felony	1	1
Inhabiting a Room Where Controlled Substance Used or Stored	1	1
Intentional Damage to Property \$400 or Less 3rd Degree Vandalism	1	1
Keeping place for use or sale of Controlled substance	4	4
Leaving Accident Scene - Unattended Vehicle/Property Damage	1	1
Obstructing Officer, Jailer, Firefighter	4	4
Open Container in a Motor Vehicle	2	2
Petty Theft 1st Degree	1	1
Petty Theft 2nd Degree	1	1
Possession Controlled Substance in Schedules I or II	11	11
Possession of Controlled Substance	2	2
Possession of Drug Paraphernalia (M2)	17	17
Possession of Marijuana 2 Ounces or Less (M1)	6	6
Possession with Intent to Distribute Marijuana 1 Pound or More (F3)	2	2
Possession Unauthorized Article in Jail - Alcohol or MJ (F6)	1	1
Prisoner Parole/Prob. Violation	7	7
Probation Detainer-Court Services	3	3
Simple Assault	1	1

Offense	Totals	
Simple Assault Domestic	4	4
Speeding	1	1
Substitution of license plates	1	1
Tampering with mv	1	1
Threatening Law Enforcement Officer or Family	1	1
Unauthorized Ingestion of Controlled Drug or Substance	1	1
Unlicensed Driver	1	1
Violation of Conditional Bond No Contact in Domestic Arrest	2	2
Violation of Protection Order Misdemeanor	1	1
Totals	129	129



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Commission Report - Juvenile Citations

Printed on November 4, 2024

Charges

Child in Need of Supervision Total: 1

Delta-8 Tetrahydrocannabinol, THC-O Acetate, Hexahydrocannabinol--Under Age--Misdemeanor. Total: 1

Disturbance of School Total: 4

Disturbance of School; Obstructing Officer, Jailer, Firefighter Total: 1

Driving Without Headlights Total: 1

Exhibition driving; Violation of Restricted License Total: 1

Expired Tags Total: 1

Following too closely Total: 1

Glass impairing operator's vision prohibited Total: 1

Lane Driving Total: 2

Possession of Tobacco by a minor Total: 3

Possession of Tobacco by a minor; Delta-8 Tetrahydrocannabinol, THC-O Acetate, Hexahydrocannabinol--Under Age--Misdemeanor. Total: 1

Purchase, Possession, Consumption of Alcohol by Minor Total: 1

Rear Lamps Required Total: 1

Rear license plate illumination Total: 3

Runaway Total: 7

Charges

Simple Assault Total: 1

Stop Lamps Required Total: 1

Stop Sign Violation Total: 4

Violation of Restricted License Total: 1

Zero Tolerance DUI / Consume Alcohol or any Drug under 21 Total: 1

Total Records: 38



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Commission Report - Juvenile Arrests

Printed on November 4, 2024

Offense	Totals	
Disturbance of School	1	1
Obstructing Officer, Jailer, Firefighter	1	1
Simple Assault	1	1
Unauthorized use of mv	1	1
Totals	4	4



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Animals Impounded

Printed on November 4, 2024

CFS Date/Time	Animal Breed
10/01/24 09:06:28 Total: 1	Lab Mix
10/03/24 16:39:00 Total: 1	Lab
10/03/24 18:19:29 Total: 1	Domestic Cat
10/04/24 10:10:13 Total: 1	Domestic Cat
10/04/24 11:36:44 Total: 1	Chihuahua
10/09/24 07:17:55 Total: 1	Shit zu
10/09/24 10:36:25 Total: 1	Shit zu
10/10/24 09:27:06 Total: 1	Shit zu
10/15/24 00:45:01 Total: 1	Yorkie mix
10/16/24 19:25:54 Total: 1	Lab
10/18/24 12:59:00 Total: 2	Domestic Kitten
10/18/24 15:19:56 Total: 1	Domestic Cat
10/21/24 10:22:46 Total: 1	Shit zu Mix

CFS Date/Time Animal Breed

10/21/24 12:13:54 Total: 1
Domestic Shorthair

10/22/24 18:46:26 Total: 1
Lab Mix

10/23/24 14:26:21 Total: 1
Domestic Cat

10/24/24 11:44:12 Total: 1
Domestic Cat

10/28/24 09:09:56 Total: 1
Collie Mix

10/29/24 16:59:54 Total: 1
Domestic Kitten

10/29/24 18:39:49 Total: 1
Golden Retriever

Total Records: 21

Publishing Dates: November 12th, 2024 and November 14th, 2024.

NOTICE TO BIDDERS

Sealed bids will be received by the City Commission of the City of Yankton, South Dakota, at 416 Walnut Street, Yankton, South Dakota, at the Office of the City Finance Officer of said City until 3:00 P.M. or may be hand delivered to the place of opening at 3:00 P.M. on the 26th day of November, 2024, at which time they will be publicly opened and read in the Second Floor Meeting Room of City Hall, Yankton, South Dakota. Disposition of said bid will be held on the 9th day of December, 2024 at 7:00 P.M. in the City of Yankton Community Meeting Room located in the Career Manufacturing Technical Education Academy at 1200 W. 21st Street, Yankton, South Dakota.

Bids will be received on the following:

**ANNUAL SUPPLY OF TRANSPORT-TANKWAGON PETROLEUM PRODUCTS
FOR CHAN GURNEY MUNICIPAL AIRPORT**

Copies of the specifications may be obtained at the Office of the Airport Supervisor, 700 E 31st Street, Yankton, South Dakota 57078 or by telephoning (605) 661-9223.

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

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

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

Dated: November 2nd, 2024

NOTICE OF PUBLIC HEARING ON APPLICATIONS
FOR SALE OF ALCOHOLIC BEVERAGES FOR 2025

NOTICE IS HEREBY GIVEN THAT: The Board of City Commissioners will consider the following renewal of applications for Alcoholic Beverages Licenses for January 1, 2025 – December 31, 2025 at their regular session on the 25th day of November, 2024, in the City of Yankton Community Meeting Room at the Career Manufacturing Technical Education Academy, 1200 West 21st Street, Yankton, South Dakota. Said applications have been presented to the Board of City Commissioners and filed in the Finance Officer's Office.

RETAIL (ON-SALE) LIQUOR - FULL SERVICE RESTAURANT

Czeckers, Inc., 407 Walnut St.

El Tapatio Family Mexican, Inc., 2502 Fox Run Pkwy.

To Be Free, LLC d/b/a RB Beers & Burgers & River Rocks Event Center, 2901 Broadway Ave.

Riverfront Brewery Inc d/b/a Riverfront Event Center, 121 W. 3rd St.

RETAIL (ON-SALE) LIQUOR

Flusswerks, LLC d/b/a 1872 Saloon / Levee Street Steak & Lounge, 104 Capitol St.

Cedar Street Brews Inc. d/b/a @ The Bar, 222 W. 3rd St.

Boomer's, Inc. d/b/a Boomer's Lounge, 100 E. 3rd St.

LLTD1, LLC d/b/a Boss' Pizza and Chicken, 1607 E. Highway 50

VFW Post 791 d/b/a Ernest Bowyer Post 791, 209 Cedar St.

Hillcrest Golf & Country Club, 2206 Mulberry St.

Stripes, Inc. d/b/a MoJo's, 106 E. 3rd St.

Lucky Irish, Inc. d/b/a O'Malley's Bar, 204 W. 3rd St.

Shree, LLC d/b/a Vape God 3, 821 Broadway Ave., Suite 3

Morgen, LLC d/b/a South Point Gaming Lounge, 1101 Broadway Ave. Suite 109

Black Steer, Inc. d/b/a The Black Steer, 300 E. 3rd St.

Riverfront Brewery Inc d/b/a Brewery, 200-204 Walnut St.

Lady Bird, Inc. d/b/a The Cockatoo Bar & Zebra Club, 106 E 3rd St STE A

M G Oil Company d/b/a Upper Deck, 315 Broadway Ave.

Walnut Tavern, Inc. d/b/a Walnut Tavern, 100 W. 3rd St.

Yankton Bowl, Inc. d/b/a Yankton Bowl, 3010 Broadway Ave.

B.P.O. Elks Lodge 994 d/b/a Yankton Elks Lodge, 504 W. 27th St.

PACKAGE (OFF-SALE) LIQUOR

MG Oil Company d/b/a 777 Casino & Liquor, 901 Broadway Ave.

Cork 'N Bottle, Inc. d/b/a Cork 'N Bottle, 1500 Broadway Ave.

Hy-Vee, Inc. d/b/a Hy-Vee Wine & Spirits, 2100 Broadway Ave.

TC Corner, LLC d/b/a JR's Oasis, 2404 E. Highway 50

Annis Properties, Inc. d/b/a Patriot Express, 2217 Broadway Ave.

Annis Properties, Inc. d/b/a The Liquor Hot Spot, 909 Broadway Ave.

ZACCON, Inc. d/b/a Roadrunner Convenience Mart, 300 W. 23rd St.

Lady Bird, Inc. d/b/a The Cockatoo Bar & Zebra Club, 106 E. 3rd St. Ste A

The Fox Stop, Inc. d/b/a The Fox Stop, 1316 W. 30th St.

Wal-Mart, Inc. d/b/a Wal-Mart Supercenter #1483 - Yankton, 3001 Broadway Ave.

Yankton Drug Co, Inc. d/b/a Yankton Drug Co., 109 W. 3rd St.


____ Voice Vote

RETAIL (ON-OFF SALE) WINE & CIDER

6th Meridian LLC d/b/a Farm House Food Co/ Counterfeit Catering, 2503 Fox Run Pkwy Ste 1
Hanten, Inc. d/b/a Ben's Brewing Co., 719 Walnut St.
Chuck Stop, LLC. d/b/a Charlie's Pizza, 804 Summit St.
Korkykaybites LLC d/b/a Kuirk's, 101 Douglas Ave
SYMS, LLC d/b/a Holiday Inn Express Hotel & Suites, 2607 Broadway Ave.
San Jose, Inc. d/b/a Mexico Viejo, 1809 Broadway Ave.
South Dakota Publishing, LLC d/b/a Muddy Mo's Coffee House, 233 Broadway Ave.
Morgen, LLC d/b/a South Point Gaming Lounge, 1101 Broadway Ave., Suite 109A
Five Futures d/b/a The Boat House, 301 E. 3rd St.
The Fox Stop, Inc. d/b/a The Fox Stop, 1316 W. 30th St.
The Mint Yankton, LLC d/b/a The Mint, 318 Douglas Ave.
Wal-Mart, Inc. d/b/a Wal-Mart Supercenter #1483 - Yankton, 3100 Broadway Ave.
Walgreen Co. d/b/a Walgreen #9806, 2020 Broadway Ave.
Willa B's LLC, 114 Douglas Ave., Ste 2

NOTICE IS FURTHER GIVEN THAT any person, persons or their attorney may appear and be heard at said scheduled Public Hearing, who are interested in the approval or rejection of any such application.

Dated at Yankton, South Dakota, this
12th day of November, 2024



Lisa Yardley
Finance Officer

MEMORANDUM #24-226

To: Yankton City Commission
From: Lisa Yardley, Finance Officer
Date: October 24, 2024
Re: Consideration of Resolution #24-55 Adopting the 2025 Fiscal Year Budget and Directing the City Manager to Administer the Budget as Required by State Law

The Board of City Commissioners approved the 2025 Budget Ordinance #1083 on September 23, 2024. From past references, the budget ordinance is normally done at the same time as a resolution which authorizes the City Manager to implement and administer said budget as the City Commission deliberated.

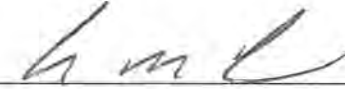
The budget deadline with the State of South Dakota has not expired, and the attached resolution serves to grant the City Manager authority.

Respectfully submitted,


Lisa Yardley, Finance Officer

Recommendation: Staff recommends the Commission adopt Resolution #24-55 adopting the 2025 Fiscal Year Budget and directing the City Manager to administer the budget as required by state law.

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



Amy Leon
City Manager

RESOLUTION #24-55

WHEREAS, a proposed annual budget for the fiscal year commencing January 1, 2025, has been prepared by the City Manager; and,

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

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

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

1. The proposed annual budget attached hereto and made a part hereof is approved and effective January 1, 2025.
2. The City Manager is authorized to record all inter-fund transfers as contained in said approved annual budget.
3. The City Manager is authorized and directed to implement and to administer, within the budgetary funding limits and within adopted City policy and relevant State and City laws and regulations, said annual budget.

Adopted: November 12, 2024

Mason Schramm
Mayor

ATTEST:

Lisa Yardley
Finance Officer

Memorandum #24-227

To: *City Commission*
From: *Amy Leon, City Manager*
Subject: *Equipment and Vehicle Replacement Program Schedule*
Date: *November 4, 2024*

This memorandum is to assess and document the replacement schedule for the City's equipment and vehicles. As the schedule has not been updated since 2000, staff have carefully reviewed and updated it.

Attached is Resolution #24-56 which outlines the updated schedule at which the equipment and vehicles will be replaced. This resolution is presented only as a guideline in the establishment of the capital replacement program and subsequent purchases. These guidelines ensure that the City of Yankton obtains the greatest return for its trade-in values, minimized maintenance costs and the need for additional personnel associated with the equipment and vehicle maintenance activities. This also helps to ensure that delivery of services is not interrupted due to failures.

With input from central garage and each associated department, the following routing replacement program schedule has been established:

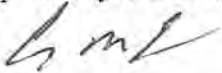
1. Automobiles, pickups, 1-ton trucks, passenger vans and Parks trucks with plows replaced at ten (10) years or 100,000 miles.
 - a) Fire Chief and Deputy Fire Chief automobiles replaced at 7 years.
 - b) Patrol cars replaced at 3 years or 120,000 miles.
 - c) Special service vehicles (unmarked police vehicles) replaced at 10 years or 120,000 miles.
2. Street Department diesel plow trucks larger than 1-ton replaced at 12 years or 100,000 miles.
3. Garbage compactor trucks replaced at 12 years.
 - a) Automated garbage truck replaced at 10 years.
 - b) One-ton garbage compactor replaced at 12 years.
4. Traffic Control truck with bucket mechanism replaced at 8 years or 4,000 hours.
5. Front-end loaders, motor grader and farm implement tractors replaced at 15 years.
6. Street Sweeper replaced at 5 years.
7. Riding lawn mowers replaced at 6 years or 1,200 hours.
8. Municipal solid waste walking floor transfer trailers replaced at 8 years.
9. Fire Department apparatus and trucks replaced at 20 years.
10. Skid loaders replaced at 10 years.

11. Golf Course equipment:
 - a) Trucksters and associated utility carts replaced at 7 years.
 - b) Greens mower equipment replaced at 5 years.
 - c) Fairway mowers replaced at 5 to 7 years.
 - d) Sprayer and top dresser replaced at 10 years.
12. Waste water vacuum truck replaced at 10 years or 6,000 hours.
13. Outfront rotary mower replaced at 5 years or 1,500 hours.
14. Municipal solid waste transfer trailer compactor (mini excavator) replaced at 5 years.
15. Semi tractors for hauling municipal waste replaced at 10 years.
16. Loader-mounted snow blowers replaced at 7 years.
17. Specialty snow plows and sanders replaced at 18 years.
18. Yard trucks to move trailers at transfer station replaced at 12 years.
19. Parks ATV replaced at 5 years.

City staff will continue to play a key role in advising the City Commission on how well equipment stands up to that which is proposed above and may request variations from this plan as appropriate. From a financing method, the City has operated on a "pay as you go" basis and we anticipate continuing that procedure. This method budgets the dollars necessary to purchase the vehicles and equipment in the year that it is purchased.

Procurement procedures will be followed as they have in the past. It is the goal of the City to purchase equipment and vehicles at the most economical prices and efficient method as prescribed by South Dakota statute. This includes purchasing via state contract prices, federal surplus, direct buys, or, if necessary, competitive bids where specialized equipment and vehicles are not met through either federal surplus or state contract bids. The City does provide an opportunity for local dealers to match the state contract bid prices. Equipment purchases less than \$15,000.00 that are a part of the adopted budget will be procured by the City staff based on informal quotations.

Respectfully submitted,



Amy Leon
City Manager

Recommendation: It is recommended that the City Commission adopt Resolution #24-56 which updates the routine equipment and vehicle replacement program schedule for the City of Yankton.

____ Roll Call

RESOLUTION #24-56

A RESOLUTION DECLARING THE NECESSITY OF A CITY OF YANKTON ROUTINE EQUIPMENT AND VEHICLE REPLACEMENT PROGRAM SCHEDULE

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

WHEREAS, the City of Yankton recognizes the need to maintain a routine vehicle and equipment replacement program schedule to assist in the continuance of a capital replacement program and subsequent purchases, and;

WHEREAS, the current equipment and vehicle replacement schedule has not been updated since 2000, and;

WHEREAS, these guidelines are established and requested to ensure the City of Yankton obtains the greatest return for its trade-in values, minimized maintenance costs and the need for additional personnel associated with those vehicle and equipment maintenance activities, and;

WHEREAS, the City of Yankton is unceasingly prudent to take full advantage of the municipal discounts that are offered on vehicles and equipment by the various manufacturers and ensure that delivery of services is not interrupted due to vehicle and equipment failures, and;

WHEREAS, Memorandum #24-227 outlines the procurement and financing methods to be used by the City of Yankton, and;

WHEREAS, as a guideline, the City of Yankton shall set forth to follow the adopted and updated vehicle replacement program schedule below:

1. Automobiles, pickups, 1-ton trucks, passenger vans and Parks trucks with plows replaced at ten (10) years or 100,000 miles.
 - a) Fire Chief and Deputy Fire Chief automobiles replaced at 7 years.
 - b) Patrol cars replaced at 3 years or 120,000 miles.
 - c) Special service vehicles (unmarked police vehicles) replaced at 10 years or 120,000 miles.
2. Street Department diesel plow trucks larger than 1-ton replaced at 12 years or 100,000 miles.
3. Garbage compactor trucks replaced at 12 years.
 - a) Automated garbage truck replaced at 10 years.
 - b) One-ton garbage compactor replaced at 12 years.
4. Traffic Control truck with bucket mechanism replaced at 8 years or 4,000 hours.
5. Front-end loaders, motor grader and farm implement tractors replaced at 15 years.
6. Street Sweeper replaced at 5 years.

7. Riding lawn mowers replaced at 6 years or 1,200 hours.
8. Municipal solid waste walking floor transfer trailers replaced at 8 years.
9. Fire Department apparatus and trucks replaced at 20 years.
10. Skid loaders replaced at 10 years.
11. Golf Course equipment:
 - a) Trucksters and associated utility carts replaced at 7 years.
 - b) Greens mower equipment replaced at 5 years.
 - c) Fairway mowers replaced at 5 to 7 years.
 - d) Sprayer and top dresser replaced at 10 years.
12. Waste water vacuum truck replaced at 10 years or 6,000 hours.
13. Outfront rotary mower replaced at 5 years or 1,500 hours.
14. Municipal solid waste transfer trailer compactor (mini excavator) replaced at 5 years.
15. Semi tractors for hauling municipal waste replaced at 10 years.
16. Loader-mounted snow blowers replaced at 7 years.
17. Specialty snow plows and sanders replaced at 18 years.
18. Yard trucks to move trailers at transfer station replaced at 12 years.
19. Parks ATV replaced at 5 years.

NOW, THEREFORE, BE IT RESOLVED the Board of Commissioners of the City of Yankton, South Dakota hereby approves the updated City of Yankton Routine Equipment and Vehicle Replacement Program Schedule.

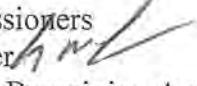
Adopted: This ____ day of November, 2024.

Mason Schramm
Mayor

ATTEST:

Lisa Yardley
Finance Officer

Memorandum No. 24-228

TO: Mayor and City Commissioners
 FROM: Amy Leon, City Manager 
 RE: Addendum to Collective Bargaining Agreement
 DATE: November 12, 2024

The City of Yankton has worked with its Collective Bargaining Units (the American Federation of State, County and Municipal Employees AFL-CIO, Local 3968 and Yankton Police Officers Association Fraternal Order of Police Lodge #19) to renegotiate our labor contract with represented employees. The language below reflects a change in the City of Yankton's sick leave payout.

Each employee that meets the eligibility conditions set forth herein and the applicable retirement eligibility criteria set by the South Dakota Retirement System shall, upon retirement with the City of Yankton, receive as a lump sum payout of twenty-five percent (25%) of their unused accrued sick leave accumulated in excess of four hundred eighty (480) hours. This payout will be in addition to, but not inclusive of, any calculated annual sick leave payout in accordance with Section 5.2 (i.e., a retiring employee shall receive fifty percent (50%) of the excess accrued sick leave payable under Section 5.2 and twenty-five percent (25%) of all remaining accrued sick leave accumulated in excess of four hundred eighty (480) hours). The cash payment shall be calculated at the employee's hourly rate of pay on their last day of employment. To be eligible for this payout, the following conditions shall apply at the time of such employment termination:

- (i) The retiring employee shall have been then continuously employed by the City of Yankton without a break in service for greater than ten (10) years of benefit-eligible status, excepting only a break in service due to layoff/reduction-in-force lasting less than one (1) year; and
- (ii) The retiring employee holds an accrued sick leave balance of at least four hundred eighty (480) hours.

Payment for the unused sick leave will be made in a lump sum on the first payday following the date employment ceases.

If approved, change will also be made to the City of Yankton Employee Personnel Handbook.

Recommendation: It is recommended that the City Commission approve and authorize Mayor Schramm to sign the Addendum to Collective Bargaining Agreements between the City of Yankton and the American Federation of State, County, and Municipal Employees, AFL-CIO Local 3968 and between the City of Yankton and the Yankton Police Officers Association Fraternal Order of Police Lodge #19 for sick leave payout upon separation or retirement effective January 1, 2025.

ADDENDUM TO COLLECTIVE BARGAINING AGREEMENT

On the 12th day of December, 2022, a written *Collective Bargaining Agreement* (the "CBA") was entered into by and between the City of Yankton, a political subdivision of the State of South Dakota, hereinafter referred to as the "City," and Local 3968, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union." Pursuant to Section 23.0 of the CBA, the parties hereby agree to amend the CBA to replace Sections 5.3 and 13.0 to read as follows:

Section 5.3 Sick Leave Payout Upon Retirement. Each employee that meets the eligibility conditions set forth herein and the applicable retirement eligibility criteria set by the South Dakota Retirement System shall, upon retirement with the City of Yankton, receive as a lump sum payout of twenty-five percent (25%) of their unused accrued sick leave accumulated in excess of four hundred eighty (480) hours. This payout will be in addition to, but not inclusive of, any calculated annual sick leave payout in accordance with Section 5.2 (i.e. a retiring employee shall receive fifty percent (50%) of the excess accrued sick leave payable under Section 5.2 and twenty-five percent (25%) of all remaining accrued sick leave accumulated in excess of four hundred eighty (480) hours). The cash payment shall be calculated at the employee's hourly rate of pay on their last day of employment. To be eligible for this payout, the following conditions shall apply at the time of such employment termination:

- (i) The retiring employee shall have been then-continuously employed by the City of Yankton without a break in service for greater than ten (10) years of benefit-eligible status, excepting only a break in service due to layoff/reduction-in-force lasting less than one (1) year; and
- (ii) The retiring employee holds an accrued sick leave balance of at least four hundred eighty hours (480).

Payment for the unused sick leave will be made in a lump sum on the first payday following the date employment ceases.

Section 13.0 Wage Increase for 2025. Pay ranges and wage rates for Union Eligible Positions are attached hereto and incorporated herein. Effective January 1, 2025, each eligible employee will receive a Three Percent (3%) cost of living base adjustment increase, and a One (1) Step increase on the pay scale, if eligible. The Parties agree that they shall renegotiate the cost-of-living base

adjustment if Initiated Measure 28 (elimination of sales tax on food/consumables) should fail to pass in the South Dakota general election held on Tuesday, November 5, 2024. The Parties agree that they shall renegotiate wages for subsequent years at a later date subject to the notice and renewal provisions of Article 26.

All other provisions contained within the CBA dated December 12, 2022, are incorporated herein by this reference and remain in full force and effect.

Dated this ____ day of November, 2024.

Dated this ____ day of November, 2024.

AMERICAN FEDERATION
OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, AFL-
CIO, LOCAL 3968

CITY OF YANKTON

By: Mason Schramm, Mayor

By:

Attest:

Lisa Yardley, Finance Officer

**ADDENDUM TO
COLLECTIVE BARGAINING AGREEMENT**

A written *Collective Bargaining Agreement* (the "CBA") was entered into by and between the **City of Yankton**, a South Dakota municipal corporation, hereinafter referred to as the "City," and **Yankton Police Officers Association, Fraternal Order of Police Lodge #19**, hereinafter referred to as the "Union," governing the period of January 1, 2023 through December 31, 2025. The City and the Union hereby agree to amend the CBA as follows:

A new ARTICLE 19, SECTION 7 shall be added to read as follows:

SECTION 7 Sick Leave Payout Upon Retirement. Each employee that meets the eligibility conditions set forth herein and the applicable retirement eligibility criteria set by the South Dakota Retirement System shall, upon retirement with the City of Yankton, receive as a lump sum payout of twenty-five percent (25%) of their unused accrued sick leave accumulated in excess of four hundred eighty (480) hours. This payout will be in addition to, but not inclusive of, any calculated annual sick leave payout in accordance with SECTION 3 of this ARTICLE 19 (i.e. a retiring employee shall receive fifty percent (50%) of the excess accrued sick leave payable under SECTION 3 and twenty-five percent (25%) of all remaining accrued sick leave accumulated in excess of four hundred eighty (480) hours). The cash payment shall be calculated at the employee's hourly rate of pay on their last day of employment. To be eligible for this payout, the following conditions shall apply at the time of such employment termination:

- (i) The retiring employee shall have been then-continuously employed by the City of Yankton without a break in service for greater than ten (10) years of benefit-eligible status, excepting only a break in service due to layoff/reduction-in-force lasting less than one (1) year; and
- (ii) The retiring employee holds an accrued sick leave balance of at least four hundred eighty hours (480).

Payment for the unused sick leave will be made in a lump sum on the first payday following the date employment ceases.

ARTICLE 23, SECTION 1 shall be modified to read as follows:

SECTION 1

Employees shall be paid in accordance with the below tables. On January 1 of each year of this Agreement, each eligible Employee not already at Step 15 will advance one step.

January 1, 2025 Through December 31, 2025

	2024	2025														
	Min-1	Min-1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Police Officers	\$58,582	\$57,906	\$59,446	\$61,027	\$62,650	\$64,316	\$66,027	\$67,783	\$69,586	\$71,437	\$73,337	\$75,288	\$77,291	\$79,347	\$81,458	\$83,625
Police Detectives	\$62,456	\$63,917	\$65,617	\$67,362	\$69,154	\$70,993	\$72,881	\$74,820	\$76,810	\$78,853	\$80,950	\$83,103	\$85,314	\$87,583	\$89,913	\$92,305

All other provisions contained within the CBA dated December 12, 2022, are incorporated herein by this reference and shall remain in full force and effect.

Dated this ___ day of November, 2024.

Dated this ___ day of November, 2024.

**YANKTON POLICE OFFICERS
ASSOC. – FRATERNAL ORDER
OF POLICE LODGE #19**

CITY OF YANKTON

Union President

By: Mason Schramm, Mayor

Attest:

Attest:

Union Secretary

Lisa Yardley, Finance Officer

Memorandum 24-229

To: Amy Leon, City Manager
From: Gregg Homstad, Building Official
Subject: 2025 Lease Agreement with The Center
Date: November 5, 2024

Attached is the renewal of the annual lease with the Yankton Area Center Board for the use of The Center building located at 900 Whiting Drive. The terms and conditions of the lease are identical to the 2024 agreement. It has been observed that heavy kitchen use has made sewer service calls necessary. If the situation continues or gets worse, we may need to discuss amending the language in Clause #9 with The Center's leadership prior to the next agreement.

Respectfully,

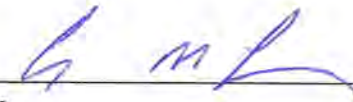


Gregg Homstad
Building Official

Recommendation: It is recommended by staff that the attached 2025 Lease Agreement with The Center be approved by the Board of City Commissioners.

I concur with this recommendation.

I do not concur with this recommendation.



Amy Leon
City Manager

____ Roll Call

LEASE AGREEMENT THE CENTER

This lease agreement, made and entered into this _____ day of _____, 2024 by and between the City of Yankton, South Dakota, a Municipal Corporation, herein referred to as the "Lessor", and The Center, formerly known as The Yankton Area Senior Citizens' Center, Inc., of Yankton, South Dakota, hereinafter referred to as the "Lessee", witnesseth;

WHEREAS, the City of Yankton, South Dakota, owns Lot 12 of the County Auditor's Outlot 130 within the City of Yankton, upon which real property is located The Center and garage;

WHEREAS, the parties hereto desire to enter into a lease pertaining to the buildings and the premises mentioned above;

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

1. Lease term:

That the terms of the Agreement shall be from January 1, 2025 through December 31, 2025.

2. Rental:

The rental to be paid by the Lessee for the use of premises is in the sum of one dollar (\$1.00) per year;

3. Non-discrimination covenants:

The Lessor requires, and the Lessee specifically agrees to comply with all Federal non-discrimination rules and regulations.

4. Laws, rules and regulations:

The Lessee agrees to comply with all laws, rules and regulations of the Federal, State, and City Governments that are applicable to the operation of The Center, and upon notice to amend the terms of this lease to comply with any change in said laws, rules or regulations.

5. Hold harmless clause:

In regard to any use, services, or other programs performed by or may be entered into by the Lessee, such operations shall be deemed the operations of the Lessee as an independent corporation, and the Lessor shall not, to any degree or extent, or manner whatsoever be considered as having any interest herein either as a joint enterprise or upon an employer or agency relationship; and all liability arising from such operations shall be that of the Lessee, and Lessee agrees to buy and maintain liability insurance covering all such operations in a minimum of \$1,000,000 single limit of liability.

6. Use of premises:

The Lessee has rented The Center solely for the purpose of conducting programs for its membership and will not be used for any other purpose without the express written consent of the Lessor. No improvements may be constructed or the premises modified without prior written consent of the Lessor. The City Manager shall have the right to establish standards of operation, maintenance of the facilities, and general managements of The Center and the Lessee shall cooperate and do all within Lessee's power to promote general development and increase general usage of The Center, and will cooperate, generally speaking, in every effort or program, which will improve The Center's programs and facilities.

7. Possession:

The Lessee accepts the rented City buildings in their present condition. The Lessee will not make or suffer any waste or destruction to said City premises during the term of the lease, nor permit the accumulation of any trash, debris, or other substance on said premises that might cause extra hazard on account of fire in said premises. That upon termination of this lease, the tenant will return peaceful possession of premises to the Lessor in as good a condition as it was at the time of the commencement of this lease, usual wear, tear, and loss by fire or storm excepted.

8. Assignment for sub-lease:

Tenant shall neither assign this lease nor sub-lease the use of these premises to another party without the written approval of the Lessor.

9. Utilities & Maintenance:

The Lessor shall pay the fuel, heat, electricity, and water/sewer utility costs for The Center building and maintenance costs associated with the building heating, ventilating, air conditioning, mechanical and electrical systems. The Lessor shall be responsible for all outside maintenance of the buildings and grounds. The Lessee shall pay the maintenance and repair costs for those mechanical systems which directly support the kitchen operations; i.e. refrigeration, exhaust, kitchen equipment, etc.

10. Janitorial/Operating/Cleaning supplies:

The Lessor shall be responsible for providing janitorial, operating, and cleaning supplies in an amount not to exceed \$2,200 per year for the term of this agreement. Any such costs incurred beyond this amount shall be provided by the Lessee.

11. Replacement of capital items:

Lessor in conjunction with the Lessee, may from time to time agree to make certain capital improvements to the building. The Lessee is encouraged to obtain from other sources the funds necessary to make these improvements. In the event the Lessor participates in the cost for a capital improvement, prior approval through the City's purchasing ordering system is required by the Lessee prior to completing the desired capital improvement.

12. Cancellation:

Either party may cancel this lease upon giving the other party ninety (90) days or more written notice in advance. The Lessor may additionally cancel in the event the Lessee shall breach any of the terms of this lease, in such case the Lessor shall have the right to immediately re-enter and take possession of said facilities identified herein.

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

CITY OF YANKTON, SOUTH DAKOTA
A Municipal Corporation, Lessor

By: _____
Mason Schramm
Mayor of the City of Yankton

ATTEST:

By: _____
Lisa Yardley
Finance Officer

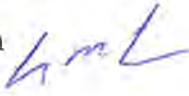
THE CENTER, INC.
A Non-profit Corporation, Lessee

By: Kriss Thury
Kriss Thury
Executive Director

ATTEST:

By: Brian Bertsch
Brian Bertsch
President of The Center Board

MEMORANDUM #24-230

TO: Yankton City Commission
 FROM: Amy Leon, City Manager 
 RE: Chapter 2 Code of Ordinances
 DATE: November 5, 2024

Attached is a revised version of Chapter 2 of the City of Yankton Administrative Code. As the City Commission will remember, discussion was held during one of our summer work sessions regarding revisions to the code and found areas that needed to be either omitted, updated, or changed. Following that work session and the feedback staff received from the City Commission, City Attorney Ross Den Herder, City Finance Officer Lisa Yardley, and I met on several occasions to develop new language. The attached clean version we believe is more reflective of how we conduct our business day to day.

While there are a number of significant changes in the code, there are few changes to point out specifically that I would like to bring to your attention as well as to the public's attention.

- **Approval of Expenditures:** The amounts that the Finance Officer and City Manager have the authority to sign and approve of any budget expenditures, contracts or agreements on behalf of the City has increased in the revision from \$5,000 for general operations and \$7,000 for municipal utilities to \$25,000 for general operations. Prepayment is authorized in the amount of \$200,000 for existing approved contracts and approved vendors including payroll and utilities. We are, of course, still subject to all State bid laws and all expenditures must be approved by the Board of City Commissioners and included in the schedule of warrants.
- **Regular Meetings:** Another significant change pertains to regular meetings. If approved, the time of the regular meetings of the Board of City Commissioners will be 6:00 pm on the second and fourth Monday of every month unless otherwise set by the City Commissioners. We would schedule work sessions as needed either at 5:00 pm or on an alternate evening on an as needed basis. Please note that if approved, the new meeting time will interfere with the regularly scheduled Planning Commission. Staff has worked with members of the Planning Commission on an alternate schedule. Changes to ALL meeting schedules would be effective on January 1, 2025. If approved, staff will work with our media partners and on our social media platforms to communicate these changes with the public.
- The revised ordinance also clarifies who can add items to the meeting agenda, how to add items to a meeting agenda and, subsequently, revises the order of business for the agenda.

At the public hearing, staff will provide a more thorough overview of the changes outlined in the attached revision. We have also included the redlined version of the previous code for your comparison.

Recommendation: Introduce and establish November 25th as the second reading and public hearing for the amendment of Chapter 2 of the City of Yankton Code of Ordinances.

____ Introduce

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ADMINISTRATIVE FRAMEWORK AND PROCEDURES FOR THE MANAGEMENT OF THE CITY OF YANKTON.

WHEREAS, the Yankton Board of City Commissioners and City Staff have determined that Chapter 2 of the of the Yankton Municipal Code of Ordinances governing the City's administration is outdated, not fully in compliance with existing State law, not fully in conformance with the current manner in which business is being conducted, and should be revised and improved as set forth herein.

NOW THEREFORE, BE IT ORDAINED, by the Board of City Commissioners of the City of Yankton that:

Sec. 2-1 of the Yankton Municipal Code of Ordinances shall be amended to read as follows:

Sec. 2-1. - City Seal Described.

The Seal of the City of Yankton shall be a circle within which shall appear in the foreground a river bearing a steamboat. At the exterior of the circle, and within a circumscribed circle shall appear the words "City of Yankton" and "South Dakota."

Sec. 2-2 of the Yankton Municipal Code of Ordinances shall be amended to read as follows:

Sec. 2-2. - Disposition of City Revenue.

All moneys belonging to the city derived from taxation, licenses, fines, forfeitures, any public utility owned or operated by the city, or from any other source, shall be paid into the city treasury, and the Board of City Commissioners shall designate by the annual appropriation ordinance to what fund such moneys shall be applied.

Sec. 2-3 of the Yankton Municipal Code of Ordinances shall be amended to read as follows:

Sec. 2-3. - Compensation of Personnel Generally.

The compensation of all city officers and employees shall be as established from time to time by resolution by the Board of City Commissioners.

Sec. 2-4 of the Yankton Municipal Code of Ordinances shall be amended to read as follows:

Sec. 2-4. - Elections.

- (a) There shall not be separated voting precincts. All eligible voters may cast votes in any official established voting center used for an election. To be eligible to vote in a Yankton municipal election, an individual must reside within the jurisdictional boundaries of the City of Yankton and be properly registered to vote in association with such residential address.
- (b) Election Date. The regular municipal election of the city is hereby scheduled on the second Tuesday in April. The Board of City Commissioners may elect to hold a municipal election in conjunction with a primary election or school district election. Elections shall be conducted in accordance with SDCL Ch. 9-13.

Sec. 2-5 of the Yankton Municipal Code of Ordinances shall be amended to read as follows:

Sec. 2-5. - Approval of Expenditures.

- (a) The Finance Officer or City Manager has the authority to sign and approve any budgeted expenditures, contracts or agreements on behalf of the city that are less than the bid limits established under state law for public improvement contracts. Such expenditures, contracts or agreements that exceed \$25,000 shall be countersigned by either the Finance Officer or the Deputy Finance Officer. No claim may be paid until approved by the Board of City Commissioners, except as may be otherwise provided by ordinance or resolution.
- (b) Consolidation of items. For the purposes of determining the sum, homogeneous or kindred items shall be consolidated where possible.
- (c) Under the Finance Officer's review, prepayment of claims may be made for existing approved contracts and for budgeted items and approved vendors including payroll-related obligations and utilities not to exceed a total of \$200,000 per transaction in accordance with SDCL 9-23-1. All such expenditures shall be included within the schedule of warrants to be reviewed and approved by the Board of City Commissioners.

A new Sec. 2-6 shall be added to the Yankton Municipal Code of Ordinances to read as follows:

Sec. 2-6. – Budget Preparation.

It shall be the duty of the City Manager, with the assistance of the Finance Officer and such other persons as the City Manager may delegate, to prepare and submit to the Board of City Commissioners a proposed budget for the following year no later than August 1st.

Secs. 2-7 through Sec. 2-20 shall be labeled as “Reserved.”

Sec. 2-21 of the Yankton Municipal Code of Ordinances shall be amended to read as follows:

Sec. 2-21. - Composition.

Nine (9) Commissioners shall constitute the Board of City Commissioners for the city. Each Commissioner must be elected or appointed in the manner prescribed by state law to serve for a three (3) year term.

Sec. 2-22 of the Yankton Municipal Code of Ordinances shall be amended to read as follows:

Sec. 2-22. - Compensation of Members.

The compensation of the members of the Board of City Commissioners shall be as prescribed from time to time by resolution of the Board of City Commissioners.

A new Sec. 2-23 shall be added to the Yankton Municipal Code of Ordinances to read as follows:

Sec. 2-23. – Mayor’s Term.

The Mayor shall be a member of the Board of City Commissioners appointed by nomination and election by majority vote of the then-current Board of City Commissioners at the first meeting in May of each year to serve for a term of one (1) year. A Commissioner may be elected to serve as Mayor for more than one (1) term.

Secs. 2-24 through Sec. 2-30 shall be labeled as “Reserved.”

Sec. 2-31 of the Yankton Municipal Code of Ordinances shall be amended to read as follows:

Sec. 2-31. - Regular Meetings.

- (a) The regular meetings of the Board of City Commissioners shall be held at the Yankton Community Meeting Room located at the CTMEA building located at 1200 West 21st Street, on the second and fourth Mondays of each month at 6:00 p.m., or such alternative location the Board of City Commissioners may designate by majority vote. At any meeting, the Board of City Commissioners may change the date of any future regular meeting by majority vote.
- (b) The City Manager shall have the power and discretion to cancel any regular meeting of the Board of City Commissioners due to inclement weather or for purposes of protecting the safety of the public, the city's employees, or the Board of City Commissioners. The cancellation shall be posted upon the city's public website in a conspicuous place, and the Board of City Commissioners and the local media shall be notified of the cancellation in a reasonably timely and convenient manner. If any regular meeting is canceled for any reason, the regular meeting may be rescheduled in the same manner as a special meeting may be called in accordance with state law and city ordinance. Notwithstanding the foregoing, in no event shall there be less than one (1) regular meeting in any given month.

Sec. 2-32 of the Yankton Municipal Code of Ordinances shall be amended to read as follows:

Sec. 2-32. - Special Meetings.

- (a) Special meetings of the Board of City Commissioners may be called by the mayor or by any two (2) commissioners at any time to consider such matters as shall be mentioned in the call for the meeting. At any meeting, the Board of City Commissioners may also schedule or change the date of any future special meeting by majority vote.
- (b) If the sole purpose for calling a special meeting of the Board of City Commissioners is to address a "quasi-judicial" matter or request, then the applicant, petitioner, citizen, or entity making the request shall first be required to tender a special meeting fee to the City as a precondition for calling the special meeting. The fee shall be established by resolution of the Board of City Commissioners, but shall be no less than the City's actual costs for posting and publishing the agenda and hosting the special meeting.
- (c) The City Manager shall have the power and discretion to cancel any special meeting of the Board of City Commissioners due to inclement weather or for purposes of protecting the safety of the public, the city's employees, or the board of commissioners. The cancellation shall be posted upon the city's public website in a conspicuous place, and the Board of City Commissioners and the local media shall be notified of the cancellation in a reasonably timely and convenient manner.

If any special meeting is canceled for any reason, the special meeting may be rescheduled in the same manner as a special meeting may be called in accordance with state law and city ordinance.

Sec. 2-33 of the Yankton Municipal Code of Ordinances shall be amended to read as follows:

Sec. 2-33. - Meetings to be Open to the Public; Addressing the Board of City Commissioners.

All meetings of the Board of City Commissioners, whether regular or special, shall be open to the public, but no person not a member of the board shall participate in the deliberations or address the Board of City Commissioners without permission to do so. The public shall have an opportunity during each regular meeting of the Board of City Commissioners to address the Commission on matters not appearing on the agenda. The Mayor, Mayor Pro Temp, or other person acting as meeting chairperson may set reasonable and practical limitations on the time provided for such public input.

Sec. 2-34 of the Yankton Municipal Code of Ordinances shall be amended to read as follows:

Sec. 2-34. - Quorum.

A majority of the Board of City Commissioners shall constitute a quorum for the transaction of business, but a smaller number may adjourn from time to time and may compel the attendance of absent members.

Sec. 2-35 of the Yankton Municipal Code of Ordinances shall be amended to read as follows:

Sec. 2-35. - Preparation of Agenda.

The City Manager, in cooperation with the Finance Officer, shall prepare a proposed agenda and any additional information for each meeting of the Board of City Commissioners.

The City Manager, Finance Officer, City Attorney, and each member of the Board of City Commissioners may have an item placed on an agenda. City Commissioners are requested to provide the agenda item in writing to the City Manager or City Finance Officer according to the administrative deadlines for agenda and supporting documentation packet preparation. The City Manager will schedule all agenda items in such a manner that staff can provide appropriate time to research the topic and provide a recommendation and pertinent information to the Commission regarding the subject matter. The City Manager

will make every effort to schedule agenda items in a reasonable timeframe. A reasonable timeframe is within two regular meeting cycles of the request.

The agenda shall be published and the agenda and supporting documentation packet shall be posted and available for public inspection at City Hall and on the City's website in the manner required by applicable law.

Sec. 2-36 of the Yankton Municipal Code of Ordinances shall be amended to read as follows:

Sec. 2-36. - Order of Business.

(a) The order of business at a meeting of the Board of City Commissioners shall be as follows:

(1) Routine business.

- a. Roll call.
- b. Consideration of previous minutes.
- c. Schedule of Bills (if any)
- d. City Manager's Report (if any)
- e. Reading of Proclamations (if any)
- f. Public Appearances and Opportunity for members of the public to address the Commission on matters not on the agenda.

(2) Consent agenda.

- a. Establish dates for hearings or Commission meetings.
- b. Consider application for licenses.
- c. Resolutions approving plats outside the city.
- d. Other routine items.

Any member of the commission may request at the opening of the meeting that an item on the consent agenda be moved to the regular agenda. The meeting chairperson shall move an item to the regular agenda if there is a need for discussion of the item.

(3) Old business.

(4) New business.

(5) Executive Session (if any).

(6) Adjournment.

(b) The provisions of subsection (a) may be temporarily suspended at any meeting by the affirmative vote of two-thirds ($\frac{2}{3}$) of the commissioners present. No matters of business may be added to an agenda except in accordance with the prior posted notice and publication rules as required by State law.

Sec. 2-37 of the Yankton Municipal Code of Ordinances shall be amended to read as follows:

Sec. 2-37. - Voting requirements.

- (a) The yeas and nays shall be taken upon the passage of all ordinances and upon any proposals to create a liability against the city or for the expenditure or appropriation of its money, and in all other cases at the request of any member of the Board of City Commissioners, and shall be entered on the journal of its proceedings.
- (b) The concurrence of a majority of all the members of the Board of City Commissioners shall be necessary to the passage of any such ordinance or proposal, and it shall require the affirmative vote of two-thirds ($\frac{2}{3}$) of all the Commissioners elected to transfer any city real property.

A new Sec. 2-38 and Sec. 2-39 shall be added to the Yankton Municipal Code of Ordinances to read as follows:

Sec. 2-38. – Journal or Minutes of Commission Meetings Required.

The Finance Officer shall keep or cause to be kept a journal containing minutes of all official meetings of the Board of City Commissioners. The journal shall be a public record.

Sec. 2-39. – Annual Appropriation Proceedings

- (a) No later than the first regular city commission meeting in September, the Board of City Commissioners shall introduce the City's annual appropriation ordinance and set the date for a hearing on said ordinance including tax levies for the upcoming fiscal year.
- (b) No later than the second regular city commission meeting in September, the Board of City Commissioners shall hold a hearing regarding the annual appropriation ordinance including tax levies for the upcoming fiscal year. At the close of the hearing, the Board of City Commissioners shall set such tax levies and direct the Finance Officer to certify such tax levies to the Yankton County Auditor as required by law.

Secs. 2-40 through Sec. 2-48 shall be labeled as "Reserved."

Sec. 2-49 of the Yankton Municipal Code of Ordinances shall be amended to read as follows:

Sec. 2-49. - Enumerated.

- (a) The persons appointed to the following offices shall be deemed to be officers of the city:
 - (1) The City Manager.
 - (2) The Finance Officer.
 - (3) The City Attorney.
- (b) All other persons employed by the city shall be deemed to be employees of the city.

Sec. 2-50 of the Yankton Municipal Code of Ordinances shall be amended to read as follows:

Sec. 2-50. - Appointment.

- (a) The Board of City Commissioners shall appoint, by a majority vote of its members the following officers for an indefinite term:
 - (1) The City Manager.
 - (2) The Finance Officer.
 - (3) The City Attorney.
- (b) All other employees of the city shall be hired by and report to the City Manager or the City Manager's designee.

Sec. 2-51 of the Yankton Municipal Code of Ordinances shall be amended to read as follows:

Sec. 2-51. - Removal of Officers Appointed by the Board of City Commissioners.

Any officer appointed by the Board of City Commissioners shall be subject to removal by a majority vote of the members of the Board of City Commissioners at any of its meetings.

Sec. 2-52 of the Yankton Municipal Code of Ordinances shall be amended to read as follows:

Sec. 2-52. - Oath and Bond of Officers.

All officers of the city shall, before entering upon the duties of their respective offices, execute and file an oath of office and shall, unless the City's insurance provider provides

bonding coverage for City officers in accordance with SDCL 3-5-14, file an official bond with security to be approved by the Board of City Commissioners payable to the city in the penal sum specified for the particular office and conditioned for the faithful performance of the duties of the office and the payment of all money received by the officer according to the laws of the state and the provisions of this Code and other ordinances of the city. The bonds shall be filed in the manner prescribed by law.

Sec. 2-53 of the Yankton Municipal Code of Ordinances shall be amended to read as follows:

Sec. 2-53. - Supervision of City Officers.

All officers and employees of the city, except the City Attorney and Finance Officer, shall be subject to the supervision of the City Manager.

Sec. 2-54 of the Yankton Municipal Code of Ordinances shall be amended to read as follows:

Sec. 2-54. - City Manager: Office created; Authority and Duties Generally.

There is hereby created the office of City Manager, who shall have such authority and perform such duties as are prescribed by state law and this Code or other ordinances of the city.

Sec. 2-55 of the Yankton Municipal Code of Ordinances shall be amended to read as follows:

Sec. 2-55. - Duties of the Finance Officer generally.

- (a) The Finance Officer shall be the department head of the finance department and shall be the chief financial officer of the city. The Finance Officer or the Finance Officer's designee shall perform all of the duties of a municipal auditor, municipal treasurer, and municipal clerk as such duties may be provided in the ordinances of the city or the laws of the state. Whenever reference is made in any city ordinance, state statute or other official document to the term "municipal auditor", "municipal treasurer" or "municipal clerk", or the equivalent thereof, the same shall be deemed to mean the Finance Officer.
- (b) The amount of the official bond of the Finance Officer shall be as required by State law. The Finance Officer shall be bonded through the City's insurance carrier to the extent such coverage is available in accordance with SDCL 3-5-14.

Sec. 2-56 of the Yankton Municipal Code of Ordinances shall be amended to read as follows:

Sec. 2-56. - Duties of the City Attorney Generally.

The City Attorney shall attend all meetings of the Board of City Commissioners and shall at all times give such legal advice to the Board of City Commissioners, or any city officer as may be required of him or her, and shall perform such other duties as are prescribed by the laws of the state and the provisions of this Code and other ordinances of the city.

Sec. 2-77 of the Yankton Municipal Code of Ordinances shall be amended to read as follows:

Sec. 2-77. - Composition; Appointment and Qualifications of Members.

The park advisory board shall be composed of at least seven (7) members appointed by the mayor and confirmed by the Board of City Commissioners. The members of the park advisory board shall be residents of the city, one (1) of whom shall be a member of the Board of City Commissioners, other than the mayor.

Sec. 2-78 of the Yankton Municipal Code of Ordinances shall be amended to read as follows:

Sec. 2-78. - Terms of Members.

The term of office of the six (6) members of the park advisory board, other than the member of the Board of City Commissioners, shall be three (3) years. Each term of the Board of City Commissioners member shall be one (1) year. Each term year shall begin on the first regular Commission meeting in July. If a current board member is unable to serve his or her full three (3) year term, a replacement board member shall be appointed by the mayor and confirmed by majority vote of the Board of City Commissioners to serve the remainder of that term.

Sec. 2-80 of the Yankton Municipal Code of Ordinances shall be amended to read as follows:

Sec. 2-80. - Park Advisory Board to Act in an Advisory Capacity.

The chief administrator of the park system of the city shall be the City Manager or the City Manager's designee, who shall administer its affairs in the same manner as all other departments under his or her jurisdiction; the park advisory board shall be an advisory board to advise the City Manager and the Board of City Commissioners of the park needs of the city.

Sec. 2-88 of the Yankton Municipal Code of Ordinances shall be amended to read as follows:

Sec. 2-88. - Terms of Members.

The terms of office of the six (6) members of the airport advisory board, other than the member of the Board of City Commissioners, shall be three (3) years. The term of the Board of City Commissioners member shall be one (1) year. Each term year shall begin on the first regular commission meeting in July. If a current board member is unable to serve his or her full three (3) year term, a replacement board member shall be appointed by the mayor and confirmed by majority vote of the Board of City Commissioners to serve the remainder of that term.

Sec. 2-89 of the Yankton Municipal Code of Ordinances shall be amended to read as follows:

Sec. 2-89. - Compensation of Members.

The members of the airport advisory board shall serve as such without compensation except for actual expenses, which expenses shall be subject to the approval of the Board of City Commissioners.

Sec. 2-90 of the Yankton Municipal Code of Ordinances shall be amended to read as follows:

Sec. 2-90. – City Manager as Administrator; Airport Advisory Board to Act in an Advisory Capacity.

The chief administrator of the airport of the city shall be the City Manager or the City Manager's designee, who shall administer its affairs in the same manner as all other departments under his or her jurisdiction; the Airport Advisory Board shall be an advisory board to advise the City Manager and the Board of City Commissioners of the airport needs of the city.

Sec. 2-91 of the Yankton Municipal Code of Ordinances shall be amended to read as follows:

Sec. 2-91. - Officers of the Airport Advisory Board and Quorum.

- (a) The officers of the board shall be a chairman and a vice chairman.
- (b) A quorum shall be a simple majority of the board members.

Sec. 2-98 of the Yankton Municipal Code of Ordinances shall be amended to read as follows:

Sec. 2-98. - Generally.

The membership, terms, duties and compensation of the Library Board of Trustees shall be as set forth in State law.

“DIVISION 5 - SISTER CITIES ADVISORY COMMISSION” and Sec. 2-101 through Sec. 2-104 are hereby repealed, and Sec. 2-99 through Sec. 2-110 shall be re-labeled as “Reserved.”

“DIVISION 6 - MAYOR'S COMMISSION FOR RECONCILIATION” shall be renumbered and labeled as “DIVISION 5 - MAYOR'S COMMISSION FOR RECONCILIATION”

Sec. 2-112 of the Yankton Municipal Code of Ordinances shall be amended to read as follows:

Sec. 2-112. - Appointment of Members; Terms.

The commission may consist of up to eight (8) members who shall be appointed by the mayor with the approval of the Board of City Commissioners. An initial board may be chosen as follows: Five (5) members for a term of two (2) years; and three (3) members for a term of one (1) year. After the initial appointment all appointments shall be for a period of two (2) years or until a successor is qualified.

Sec. 2-113 of the Yankton Municipal Code of Ordinances shall be amended to read as follows:

Sec. 2-113. - Duties and Powers.

When formed, the Mayor's Commission for Reconciliation shall have the following duties and powers:

- (a) To foster a better understanding amongst citizens.
- (b) To hear concerns from citizens about social inequities.
- (c) To take a proactive approach towards the abatement of prejudice.
- (d) To inform the city commission of ongoing problems and concerns within the City of Yankton.

“DIVISION 7 - SOLID WASTE ADVISORY COMMITTEE” and Sec. 2-121 through Sec. 2-125 are hereby repealed, and Sec. 2-114 through Sec. 2-125 shall be labeled as “Reserved.”

Unless modified or repealed as set forth herein, all remaining Sections, Divisions, Subdivisions, and the titling thereof within “Chapter Two – Administration” shall remain as previously codified.

Savings Clause. Should any section, subsection, clause, term, or provision of this Ordinance be declared by the Court to be invalid, such invalidity shall not effect the validity of the remainder of the Ordinance as a whole, or any other part thereof, other than the part so declared to be invalid.

Dated this ___ day of _____, 2024.

CITY OF YANKTON

ATTEST:

Mason Schramm, Mayor

Lisa Yardley, Finance Officer

(SEAL)

First Reading:
Second Reading:
Published:
Effective:

ARTICLE I. - IN GENERAL

Sec. 2-1. - City seal described.

~~The following described seal is hereby declared to be, and is hereby constituted the seal of the city, to wit: A The Seal of the City of Yankton shall be a circle within which shall appear in the foreground a river bearing a steamboat. At the exterior of the circle, and within a circumscribed circle shall appear, in the upper part, the words "City of Yankton" and, in the lower part, the words "South Dakota."~~

~~Sec. 2-2. - Disposition of city revenue.~~

~~All moneys belonging to the city derived from taxation, licenses, fines, forfeitures, any public utility owned or operated by the city, or from any other source, shall be paid into the city treasury, and the board of commissioners shall designate by the annual appropriation ordinance to what fund such moneys shall be applied.~~

~~Sec. 2-3. - Compensation of personnel generally.~~

~~The compensation of all city officers and employees shall be as established from time to time by resolution by the board of commissioners.~~

Sec. 2-4. - No Precincts established and described and Voter Eligibility.- Elections.

(a) There shall not be separated voting precincts. All eligible voters may cast votes in any official established voting center used for an election. To be eligible to vote in a Yankton municipal election, an individual must reside within the jurisdictional boundaries of the City of Yankton and be properly registered to vote in association with such residential address. following designated and described precincts shall constitute the voting precincts of the city

(b) Election Date. The regular municipal election of the city is hereby scheduled on the second Tuesday in April. The Board of City Commissioners may elect to hold a municipal election in conjunction with a primary election or school district election. Elections shall be conducted in accordance with SDCL Ch. 9-13.

(a) ~~Precinct No. 1: That portion of the city bounded and described as: Beginning at the intersection of the centerlines of Eighth Street and West City Limits Road; thence east to the intersections of the centerlines of Eighth and Locust Streets; thence south to the intersection of the centerlines of Fourth and Locust Streets; thence east to the intersection of the centerlines of Fourth and Walnut Streets; thence north to the intersection of the centerlines of Sixth and Walnut Streets; thence east along the centerline of Sixth Street extended to the section line lying between sections seventeen and eighteen in township 93 north, range 55 west of the 5th PM; thence south along thereinbefore said section lines to the Missouri River bank thence west along said Missouri River bank to its intersection with West City Limits Road extended centerline; thence north to the point of beginning.~~

(b) ~~Precinct No. 2: That portion of the city bounded and described as: Beginning at the intersection of the extended centerline of Sixth Street with the section line lying between sections seventeen and eighteen, township 93 north, range 55 west; thence west along the extended centerline of Sixth Street to its intersection with the~~

centerline of Walnut Street; thence north to the intersection of the centerlines of Fifteenth and Walnut Streets; thence east to the intersection of the centerlines of Fifteenth and Peninah Streets; thence north to the intersection of the centerlines of Peninah and Twenty-first Street thence east to the intersection of Twenty-first Street with the east city limits; thence south along the east city limits to the Missouri River; thence west along the Missouri River bank to the east property line of lots 1, 4, and 6 of government lot 3, section 17, township 93 north, range 55 west of the 5th PM; thence north along the east property line described above to its intersection with the north right-of-way line of South Dakota Highway 50; thence southwesterly along the north right-of-way line to the point of beginning.

(c) — Precinct No. 3: That portion of the city bounded and described as: Beginning at the intersections of the centerlines of Fifteenth and Walnut Streets; thence north to the intersection of the centerlines of Twenty-first and Walnut Streets; thence east to the intersection of the centerlines of Twenty-first Street and Douglas Avenue; thence north to the intersection of the centerlines of Douglas Avenue and James Place; thence east to the intersection of the centerlines of James Place and Peninah Street; thence south to the intersection of the centerlines of Peninah and Fifteenth Streets; thence west to the point of beginning.

(d) — Precinct No. 4: That portion of the city bounded and described as: Beginning at the intersection of the centerlines of Eighth Street and West City Limits Road; thence north to the intersection of the centerlines of West City Limits Road and Nineteenth Street; thence east along Nineteenth Street extended to the centerline of Walnut Street; thence south to the intersection of the centerlines of Walnut and Fourth Streets; thence west to the intersection of the centerlines of Fourth and Locust Streets; thence north to the intersection of the centerlines of Locust and Eighth Streets; thence west along Eighth Street to the point of beginning.

(e) — Precinct No. 5: That portion of the city bounded and described as: Beginning at the intersection of the centerlines of Nineteenth Street and West City Limits Road; thence north to the intersection of West City Limits Road and Thirty-first Street; thence east to the intersection of the centerlines Thirty-first Street and the centerline between the north bound lanes of Broadway Avenue (U.S. Highway 81); thence north to the intersection of the centerline of U.S. Highway 81 and north city limits; thence east and south along the north and east city limits to the intersection of Twenty-first Street extended to Ferdig Avenue; thence west to the intersection of the centerlines of Twenty-first and Peninah Streets; thence north to the intersection of the centerlines of Peninah Street and James Place; thence west to the intersection of the centerlines of James Place and Douglas Avenue; thence south to the intersection of the centerlines of Douglas Avenue and Nineteenth Street; thence west along the centerline of Nineteenth Street to the point of beginning.

- Sec. 2-5. - Approval of expenditures ~~involving five thousand dollars or more.~~

(a) The Finance Officer or City Manager has the authority to sign and approve any budgeted expenditures, contracts or agreements on behalf of the city that are less

than the bid limits established under state law for public improvement contracts. Such expenditures, contracts or agreements that exceed \$25,000 shall be countersigned by either the Finance Officer or the Deputy Finance Officer. No claim may be paid until approved by the board of commissioners, except as may be otherwise provided by ordinance or resolution. Board approval required. If a contract, whether for the construction of a public improvement or for the purchase of materials, supplies or equipment which involves the expenditure of a sum equal to or in excess of five thousand dollars (\$5,000.00) for general operations and equal to or in excess of seven thousand dollars (\$7,000.00) for municipal utilities, is to be entered into, it shall first be approved by the board of commissioners.

- (b) Consolidation of items. For the purposes of determining the sum, homogeneous or kindred items shall be consolidated where possible.
- (c) Under the Finance Officer's review, prepayment of claims may be made for existing approved contracts and for budgeted items and approved vendors including payroll-related obligations and utilities not to exceed a total of \$200,000 per transaction in accordance with SDCL 9-23-1. All such expenditures shall be included within the schedule of warrants to be reviewed and approved by the Board of City Commissioners.

Sec. 2-6. – Budget preparation.

It shall be the duty of the City Manager, with the assistance of the Finance Officer and such other persons as the City Manager may delegate, to prepare and submit to the Board of City Commissioners a proposed budget for the following year no later than August 1st.

Secs. 2-76—2-20. - Reserved.

ARTICLE II. - BOARD OF COMMISSIONERS^[2]

DIVISION 1. — GENERALLY

Sec. 2-21. - Composition.

Nine (9) eCommissioners shall constitute the bBoard of City eCommissioners for the city. Each Commissioner must be elected or appointed in the manner prescribed by state law to serve for a three (3) year term.

Sec. 2-22. - Compensation of members.

The compensation of the members of the bBoard of City eCommissioners shall be as prescribed from time to time by resolution of the board of commissioners.

Sec. 2-23. – Mayor's term.

The Mayor shall be a member of the Board of City Commissioners appointed by nomination and election by majority vote of the then-current Board of City Commissioners at the first meeting in May of each year to serve for a term of one (1) year. A Commissioner may be elected to serve as Mayor for more than one term.

Secs. 2-~~23~~24—2-30. - Reserved.

DIVISION 2. - MEETINGS

Sec. 2-31. - Regular meetings.

- (a) The regular meetings of the ~~b~~Board of ~~C~~ity ~~C~~ommissioners shall be held at the Yankton Community Meeting Room located at the ~~T~~echnical ~~E~~ducation ~~C~~enter ~~C~~TMEA building located at 1200 West 21st Street, on the second and fourth Mondays of each month at ~~7~~6:00 p.m., or such ~~r~~ooms the ~~B~~oard of ~~C~~ity ~~e~~Commissioners may designate by majority vote. At any meeting, the ~~B~~oard of ~~C~~ity ~~e~~Commissioners may change the date of any future regular meeting by majority vote.
- (b) The city manager shall have the power and discretion to cancel any regular meeting of the ~~b~~Board of ~~C~~ity ~~e~~Commissioners due to inclement weather or for purposes of protecting the safety of the public, the city's employees, or the board of commissioners. The cancellation shall be posted upon the city's public website in a conspicuous place, and the ~~b~~Board of ~~C~~ity ~~e~~Commissioners and the local media shall be notified of the cancellation in a reasonably timely and convenient manner. If any regular meeting is canceled for any reason, the regular meeting may be rescheduled in the same manner as a special meeting may be called in accordance with state law and city ordinance. Notwithstanding the foregoing, in no event shall there be less than one (1) regular meeting in any given month.

Sec. 2-32. - Special meetings.

- (a) Special meetings of the ~~b~~Board of ~~C~~ity ~~e~~Commissioners may be called by the mayor or by any two (2) commissioners at any time to consider such matters as shall be mentioned in the call for the meeting. At any meeting, the ~~b~~Board of ~~C~~ity ~~C~~ommissioners may also schedule or change the date of any future special meeting by majority vote.
- (b) If the sole purpose for calling a special meeting of the Board of City Commissioners is to address a "quasi-judicial" matter or request, then the applicant, petitioner, citizen, or entity making the request shall first be required to tender a special meeting fee to the City as a precondition for calling the special meeting. The fee shall be established by resolution of the Board of City Commissioners, but shall be no less than the City's actual costs for posting and publishing the agenda and hosting the special meeting.

- (b) The city manager shall have the power and discretion to cancel any special meeting of the ~~b~~Board of City Commissioners due to inclement weather or for purposes of protecting the safety of the public, the city's employees, or the board of commissioners. The cancellation shall be posted upon the city's public website in a conspicuous place, and the ~~b~~Board of City Commissioners and the local media shall be notified of the cancellation in a reasonably timely and convenient manner. If any special meeting is canceled for any reason, the special meeting may be rescheduled in the same manner as a special meeting may be called in accordance with state law and city ordinance.

Sec. 2-33. - Meetings to be open to the public; addressing the board of commissioners.

All meetings of the ~~B~~Board of City Commissioners, whether regular or special, shall be open to the public, but no person not a member of the board shall participate in the deliberations or address the ~~b~~Board of City Commissioners without permission to do so. The public shall have an opportunity during each regular meeting of the Board of City Commissioners to address the Commission on matters not appearing on the agenda. The Mayor, Mayor Pro Temp, or other person acting as meeting chairperson may set reasonable and practical limitations on the time provided for such public input.

Sec. 2-34. - Quorum.

A majority of the ~~B~~Board of City Commissioners shall constitute a quorum for the transaction of business, but a smaller number may adjourn from time to time and may compel the attendance of absent members.

Sec. 2-35. - Preparation of agenda.

The ~~City Manager, in cooperation with the Finance Officer, finance officer, under the supervision of the city manager,~~ shall prepare ~~the a~~ proposed agenda and any additional information for each meeting of the ~~b~~Board of City Commissioners. ~~Matters may be added to any meeting agenda at the direction of the City Manager, the Finance Officer, the Mayor, or at the request of two Commissioners.~~

The City Manager, Finance Officer, City Attorney, and each member of the Board of City Commissioners may have an item placed on an agenda. City Commissioners are requested to provide the agenda item in writing to the City Manager or City Finance Officer according to the administrative deadlines for agenda and supporting documentation packet preparation. The City Manager will schedule all agenda items in such a manner that staff can provide appropriate time to research the topic and provide a recommendation and pertinent information to the Commission regarding the subject matter. The City Manager will make every effort to schedule agenda items in a reasonable timeframe. A reasonable timeframe is within two regular meeting cycles of the request.

An agenda packet shall be prepared that includes, for each item of business placed on the proposed agenda, background information on the subject as available and feasible to reproduce. Each City Commissioner shall receive a copy of the proposed agenda and the

~~agenda packet.~~ The agenda shall be published and the agenda and supporting documentation packet shall be posted and available for public inspection at City Hall and on the City's website in the manner required by applicable law.

Sec. 2-36. - Order of business.

- (a) The order of business at a meeting of the ~~b~~Board of ~~C~~ity ~~C~~ommissioners shall be as follows:
- (1) Routine business.
 - a. Roll call.
 - b. Consideration of previous minutes.
 - c. ~~Recognition of visitors.~~ Schedule of Bills (if any)
 - d. City Manager's Report (if any)
 - e. Reading of Proclamations (if any)
 - f. Public Appearances and Opportunity for members of the public to address the Commission on matters not on the agenda.
 - (2) Consent agenda.
 - a. Establish dates for hearings or Commission meetings.
 - b. Consider application for licenses.
 - c. Resolutions approving plats outside the city.
 - d. ~~Bills.~~
 - e. ~~Other routine items.~~

Any member of the commission may request at the opening of the meeting that an item on the consent agenda be moved to the regular agenda. ~~The city manager may place an item on~~ The meeting chairperson shall move an item to the regular agenda if there is a need for discussion of the item.
 - (3) Old business.
 - (4) New business.
 - (5) ~~Other business~~ Executive Session (if any).
 - (6) Adjournment.
- (b) The provisions of subsection (a) may be temporarily suspended at any meeting by the affirmative vote of two-thirds ($\frac{2}{3}$) of the commissioners present. No matters of business may be added to an agenda except in accordance with the prior posted notice and publication as required by State law.

Sec. 2-37. - Voting requirements.

- (a) The yeas and nays shall be taken upon the passage of all ordinances and upon any proposals to create a liability against the city or for the expenditure or appropriation of its money, and in all other cases at the request of any member of the board of commissioners, and shall be entered on the journal of its proceedings.
- (b) The concurrence of a majority of all the members of the Board of City Commissioners shall be necessary to the passage of any such ordinance or proposal, and it shall require the affirmative vote of two-thirds ($\frac{2}{3}$) of all the commissioners elected to transfer any city real property.

Sec. 2-38. – Journal or minutes of commission meetings required.

The Finance Officer shall keep or cause to be kept a journal containing minutes of all Board of City Commissioners proceedings. The journal shall be a public record.

Sec. 2-39. – Annual Appropriation Proceedings

- (a) No later than the first regular city commission meeting in September, the Board of City Commissioners shall introduce the City's annual appropriation ordinance and set the date for a hearing on said ordinance including tax levies for the upcoming fiscal year.
- (b) No later than the second regular city commission meeting in September, the Board of City Commissioners shall hold a hearing regarding the annual appropriation ordinance including tax levies for the upcoming fiscal year. At the close of the hearing, the Board of City Commissioners shall set such tax levies and direct the finance officer to certify such tax levies to the Yankton County auditor as required by law.

Secs. 2-~~4038~~—2-48. - Reserved.

ARTICLE III. – OFFICERS

Sec. 2-49. - Enumerated.

- (a) The persons appointed to the following offices shall be deemed to be officers of the city:
 - (1) The eCity ~~m~~Manager.
 - (2) The finance ~~o~~fficer.
 - (3) The eCity ~~a~~ttorney.
- (b) All other persons employed by the city shall be deemed to be employees of the city.

Sec. 2-50. - Appointment.

- (a) The ~~b~~Board of ~~C~~ity ~~C~~ommissioners shall appoint, by a majority vote of its members the following officers for an indefinite term:
- (1) The city manager.
 - (2) The finance officer.
 - (3) The city attorney.
- (b) All other employees of the city shall be ~~appointed~~ hired by ~~and report to the C~~ity ~~M~~anager ~~or the City Manager's designee~~.

Sec. 2-51. - Removal of ~~e~~Officers ~~a~~Appointed by the ~~b~~Board of ~~C~~ity ~~e~~Commissioners.

Any officer appointed by the ~~b~~Board of ~~C~~ity ~~C~~ommissioners shall be subject to removal by a majority vote of the members of the ~~b~~Board of ~~C~~ity ~~C~~ommissioners at any of its meetings.

Sec. 2-52. - Oath and ~~b~~Bond of ~~e~~Officers.

All officers of the city shall, before entering upon the duties of their respective offices, execute and file an oath of office and ~~shall, unless the City's insurance provider provides bonding coverage for City officers in accordance with SDCL 3-5-14, file~~ an official bond, with security to be approved by the ~~b~~Board of ~~C~~ity ~~e~~Commissioners payable to the city; in the penal sum specified for the particular office; and conditioned for the faithful performance of the duties of the office and the payment of all money received by the officer according to the laws of the state and the provisions of this Code and other ordinances of the city. The bonds shall be filed in the manner prescribed by law.

Sec. 2-53. - Supervision of ~~e~~City ~~e~~Officers.

All officers ~~and employees~~ of the city, except the ~~e~~City ~~a~~ttorney ~~and Finance Officer~~, shall be subject to the supervision of the ~~C~~ity ~~M~~anager.

Sec. 2-54. - City ~~m~~Manager: Office ~~c~~reated; ~~a~~Authority and ~~d~~Duties ~~g~~Generally.

There is hereby created the office of ~~e~~City ~~m~~anager, who shall have such authority and perform such duties as are prescribed by state law and this Code or other ordinances of the city.

Sec. 2-55. - Duties of the ~~f~~inance ~~e~~Officer ~~g~~Generally.

- (a) ~~The duties of the finance officer shall be such as are prescribed by the laws of the state, and the provisions of this Code and other ordinances of the city, and such other duties as may be prescribed by the board of commissioners. The Finance Officer shall be the department head of the finance department and shall be the chief financial officer of the city. The Finance Officer or the Finance Officer's~~

designee shall perform all of the duties of a municipal auditor, municipal treasurer, and municipal clerk as such duties may be provided in the ordinances of the city or the laws of the state. Whenever reference is made in any city ordinance, state statute or other official document to the term "municipal auditor", "municipal treasurer" or "municipal clerk", or the equivalent thereof, the same shall be deemed to mean the Finance Officer.

- (b) The amount of the official bond of the finance officer shall be as required by State law. The finance officer shall be bonded through the City's insurance carrier to the extent such coverage is available in accordance with SDCL 3-5-14. ~~one-half (1/2) of the amount of the estimated taxes and special assessments for the current year, which amount shall be fixed each year by resolution of the board of commissioners at the time the finance officer is appointed, and in case bonds are sold, the finance officer shall execute an additional undertaking in the amount thereof.~~

Sec. 2-56. - Duties of the Ceity Attorney generally.

The city attorney shall attend all meetings of the bBoard of City Commissioners and shall at all times give such legal advice to the board of commissioners, or any city officer as may be required of him or her, and he shall perform such other duties as are prescribed by the laws of the state and the provisions of this Code and other ordinances of the city.

Secs. 2-57—2-68. - Reserved.

ARTICLE IV. - BOARDS AND COMMISSIONS

DIVISION 1. - GENERALLY

Secs. 2-69—2-75. - Reserved.

DIVISION 2. - THE PARK ADVISORY BOARD

Sec. 2-76. - Created.

There is hereby created a park advisory board.

Sec. 2-77. - Composition; appointment and qualifications of mMembers.

The park advisory board shall be composed of at least seven (7) members appointed by the mayor and confirmed by the board of commissioners. The members of the park advisory board shall be residents of the city, one (1) of whom shall be a member of the board of commissioners, other than the mayor.

Sec. 2-78. - Terms of mMembers.

The terms of office of the six (6) members of the park advisory board, other than the member of the Board of City Commissioners, shall be three (3) years, ~~the~~ Each term of

the Board of City Commissioners member shall be one (1) year. Each term year shall begin on the first regular eCommission meeting in JuneJuly. ~~When the park advisory board is enlarged, one (1) additional member shall be appointed for one (1) year and one (1) additional member for two (2) years. All new appointments shall be for three (3) years. If a current board member is unable to serve his or her full three (3) year term, a replacement board member shall be appointed by the mayor and confirmed by majority vote of the Board of City Commissioners to serve the remainder of that term.~~

Sec. 2-79. - Compensation of members.

The members of the park advisory board shall serve as such without compensation except for actual expenses, which expenses shall be subject to the approval of the board of commissioners.

Sec. 2-80. - Park aAdvisory bBoard to aAct in an aAdvisory eCapacity.

The chief administrator of the park system of the city shall be the eCity mManager or the City Manager's designee, who shall administer its affairs in the same manner as all other departments under his or her jurisdiction; the park advisory board shall be an advisory board to advise the eCity mManager and the bBoard of City eCommissioners of the park needs of the city.

Secs. 2-81—2-85. - Reserved.

DIVISION 3. - THE AIRPORT ADVISORY BOARD

Sec. 2-86. - Created.

There is hereby created an airport advisory board.

Sec. 2-87. - Composition; appointment and qualifications of members.

The airport advisory board shall be composed of seven (7) members appointed by the mayor and confirmed by the board of city commissioners. The members of the airport advisory board shall be residents of the city, except that as long as Yankton County participates in providing funding assistance for the airport, one (1) member may be a resident of Yankton County in the area outside of the corporate limits of the city, and one (1) of whom shall be a member of the board of city commissioners, other than the mayor.

Sec. 2-88. - Terms of members.

The terms of office of the six (6) members of the airport advisory board, other than the member of the board of commissioners, shall be three (3) years.~~±~~ The term of the bBoard

of City Commissioners member shall be one (1) year. Each term year shall begin on the first regular commission meeting in ~~June~~ July. ~~All new appointments shall be for three (3) years.~~ If a current board member is unable to serve ~~their~~ his or her full three (3) years term, a replacement board member shall be appointed by the mayor and confirmed by majority vote of the Board of City Commissioners to serve the remainder of that term.

Sec. 2-89. - Compensation of ~~m~~Members.

The members of the airport advisory board shall serve as such without compensation except for actual expenses, which expenses shall be subject to the approval of the ~~b~~Board of City commissioners.

Sec. 2-90. - City Manager as Administrator; Airport a~~A~~dvisory b~~B~~oard to a~~A~~ct in an a~~A~~dvisory e~~C~~apacity.

The chief administrator of the airport of the city shall be the city manager or the city manager's designee, who shall administer its affairs in the same manner as all other departments under his jurisdiction; the airport advisory board shall be an advisory board to advise the city manager and the ~~b~~Board of City Commissioners of the airport needs of the city.

Sec. 2-91. - Officers of the Airport Advisory b~~B~~oard; and q~~Q~~uorum, and bonding.

- (a) The officers of the board shall be a chairman and a vice chairman.
- (b) A quorum shall be a simple majority of the board members.
- ~~(c) The bond for board members shall be set at zero.~~

Sec. 2-92. - Meeting schedule and reporting.

- (a) The frequency of board meetings shall be called at the discretion of the board chairman, but the board shall meet no less than once per calendar quarter.
- (b) The minutes of the board meetings shall be the only required report submitted to the city manager and the board of city commissioners.

Secs. 2-93—2-96. - Reserved.

DIVISION 4. - LIBRARY BOARD OF TRUSTEES

Sec. 2-97. - Created.

There is hereby created a library board of trustees.

Sec. 2-98. - Generally.

The membership, terms, duties and compensation of the ~~Library Board of Trustees~~ shall be as set forth in ~~State law, South Dakota Compiled Laws 1967, Chapter 14-4, and amendments thereof.~~

Secs. 2-99, 2-~~110100~~. - Reserved.

~~DIVISION 5. -- SISTER CITIES ADVISORY COMMISSION⁽⁷⁾~~

~~Sec. 2-101. -- Created.~~

~~The city hereby authorizes an advisory commission to be known as the Yankton Sister Cities Advisory Commission hereinafter referred to as "commission" to fulfill the purposes of this division.~~

~~Sec. 2-102. -- Appointment of members; terms.~~

~~The commission shall consist of seven (7) members who shall be appointed by the mayor with the approval of the board of city commissioners. The initial board will be chosen as follows: Two (2) members for a term of one (1) year; three (3) members for a term of two (2) years; and two (2) members for a term of three (3) years. After the initial appointment all appointments shall be for a period of three (3) years or until a successor is qualified.~~

~~Sec. 2-103. -- Adoption of bylaws.~~

~~The commission shall adopt such bylaws as may be necessary to accomplish the purposes for its organization. These bylaws shall be effective upon adoption by the commission and approval by the Board of City Commissioners of the City of Yankton. The commission shall then organize and select officers as specified in the bylaws.~~

~~Sec. 2-104. -- Duties and powers.~~

~~The Yankton Sister Cities Advisory Commission shall have the following duties and powers:~~

- ~~(a) To draft a set of bylaws for such a commission and to periodically review said bylaws for any necessary changes;~~
- ~~(b) To develop guidelines and a program for a sister city relationship with other cities throughout the world;~~
- ~~(c) To prepare an annual report of the activities of the sister city advisory commission for the City of Yankton and to compare the commission's activities to those of similar commissions in the comparable cities throughout the country;~~
- ~~(d) To develop a budget as necessary for the sister city advisory commission projects to be considered by the board of city commissioners;~~
- ~~(e) To initiate, sponsor or conduct, alone or in conjunction with other cities or agencies, public programs to further public awareness of and interest in communities throughout the world emphasizing such things as the cultural, historical, and economic aspects of the city's adopted sister cities;~~
- ~~(f) To advise and assist the city in connection with such other activities as may be referred to the commission by the board of directors;~~

~~(g) — To generally stimulate, facilitate, coordinate and cooperate with existing organizations throughout the country for the promotion and development of sister city relationships.~~

~~Secs. 2-105—2-110. — Reserved.~~

DIVISION ~~65~~. - MAYOR'S COMMISSION FOR RECONCILIATION

Sec. 2-111. - Created.

The city hereby authorizes an advisory commission to be known as the mayor's commission for reconciliation hereinafter referred to as "commission" to fulfill the purposes of this division.

Sec. 2-112. - Appointment of ~~m~~Members; ~~t~~Terms.

The commission ~~shall~~may consist of up to eight (8) members who shall be appointed by the mayor with the approval of the board of city commissioners. ~~The~~An initial board ~~will~~may be chosen as follows: Five (5) members for a term of two (2) years; and three (3) members for a term of one (1) year. After the initial appointment all appointments shall be for a period of two (2) years or until a successor is qualified.

Sec. 2-113. - Duties and powers.

When formed, ~~T~~he mayor's commission for reconciliation shall have the following duties and powers:

- (a) To foster a better understanding amongst citizens.
- (b) To hear concerns from citizens about social inequities.
- (c) To take a proactive approach towards the abatement of prejudice.
- (d) To inform the city commission of ongoing problems and concerns within the City of Yankton.

~~Secs. 2-114—2-1250. - Reserved.~~

~~DIVISION 7. — SOLID WASTE ADVISORY COMMITTEE~~⁽⁹⁾

~~Sec. 2-121. — Created.~~

~~The city hereby authorizes an advisory commission to be known as the solid waste advisory committee hereinafter referred to as "committee" to fulfill the purposes of this division.~~

~~Sec. 2-122. — Membership.~~

~~The commission shall consist of nine (9) members who shall be appointed by the mayor with the approval of the board of city commissioners. The initial board will be chosen as follows: Three (3) members shall be residents of Yankton County and shall reside outside the corporate limits of the City of Yankton; four (4) members shall be residents of the City of Yankton and reside within the corporate limits of the City of Yankton; one (1) member shall be a Yankton City Commissioner and one (1) member shall be a Yankton County Commissioner. The Yankton County Commission shall advise the mayor in the appointment of the three (3) Yankton County members and the Yankton County Commission representative. The terms of the members shall be as follows: The two (2) city and county commission representatives shall be for a term of one (1) year; four (4) members for a term of two (2) years; and three (3) members for a term of three (3) years. After the initial appointment all appointments shall be for a period of three (3) years or until a successor is qualified.~~

~~Sec. 2-123. — Officers.~~

~~The officers of the advisory board shall consist of a chairperson and a secretary. They shall be elected annually for a one-year term at the first regular meeting of the advisory board scheduled after July 1. Their respective powers and duties shall include the following:~~

- ~~(1) The chairperson shall preside at all meetings.~~
- ~~(2) In the event of the absence of the chairperson, an acting chairperson shall be appointed for said meeting.~~
- ~~(3) The secretary shall record, transcribe, and maintain the minutes of all meetings, and shall distribute the minutes of the prior meeting and the agenda for the coming meetings to all members and others entitled to receive same.~~

~~Sec. 2-124. — Adoption of bylaws.~~

~~The commission shall adopt such bylaws as may be necessary to accomplish the purposes for its organization. These bylaws shall be effective upon adoption by the commission and approval by the Board of City Commissioners of the City of Yankton. The commission shall then organize and select officers as specified in the bylaws.~~

~~Sec. 2-125. — Duties and powers.~~

~~The solid waste advisory committee shall have the following duties and powers:~~

- ~~(a) To draft a set of bylaws for such a committee and to periodically review said bylaws for any necessary changes.~~
- ~~(b) To establish a recycling plan for the City of Yankton.~~
- ~~(c) To open the lines of communication between residents of the community and the City of Yankton and Yankton County to promote ongoing recycling efforts.~~
- ~~(d) To work actively in an advisory role, to assist the community in determining recycling and solid waste disposal needs.~~
- ~~(e) To work with all groups and individuals interested in developing programs to improve the community's environment and to promote a greater understanding of environmental issues.~~

~~(f) — To advise and make recommendations as are appropriate to the city commission regarding solid waste and recycling issues.~~

Memorandum #24-235

To: Amy Leon, City Manager
From: Bradley Moser, Civil Engineer
Subject: Change Order Number 1, Final Project Acceptance and Final Payment for the Riverside Drive Storm Sewer Project
Date: November 4, 2024

Work to replace a dilapidated storm sewer that serviced the Riverside Drive and Cedar Street area has been completed. The existing pipe ran from the intersection of Riverside Drive and Cedar Street, southeast, to the Missouri River. This route is very near the City's underground water storage tanks. Environmental Services had reservations about construction activity around the tanks, so the new storm sewer was relocated down Riverside Drive. The work is now complete and ready for acceptance.

The attached Change Order No. 1 provides for a change in quantities which resulted in a net decrease of \$2,558.00. This adjusted the construction cost from \$81,854.00 to \$79,296.00. The project was not completed prior to the contract deadline; therefore, liquidated damages of \$300.00 were assessed.

City staff has reviewed the project, the change order and the final pay request. We recommend that Change Order No. 1 be approved, that the project be accepted and that the City Finance Officer be authorized to issue a manual check in the amount of \$79,296.00 to Slowey Construction, Inc. based on the attached final pay request.

Respectfully submitted,

Bradley Moser
Civil Engineer

Recommendation: It is recommended that the City Commission approve Change Order No. 1, accept the completed Riverside Storm Sewer project and authorize the Finance Officer to issue a manual check to Slowey Construction, Inc. in the amount of \$79,296.00.

I concur with this recommendation.

I do not concur with this recommendation.

Amy Leon
City Manager

cc: Adam Haberman (electronic)
file

____ Roll Call

**CITY OF YANKTON
PROGRESS ESTIMATE**

CONTRACTOR: Slowey Construction
PROJECT NO: 2024-024
DESCRIPTION: Riverside Dr Storm Sewer Cedar St.-Walnut St.

PROGRESS EST. NO: 1 AND FINAL
PERIOD: 10/7/2024-10/23/2024

DATE OF CONTRACT: 08/28/24
AMOUNT OF CONTRACT AS AWARDED: \$81,854.00
CHANGE ORDERS:
#1 (\$2,558.00)
#2
#3

CONTRACT PERIOD: 10/14/2024
% OF TIME USED: 100%
% COMPLETED: 100%

PREVIOUS PAYMENTS AUTHORIZED:
EST. PAYMENTS AUTH.
#1
#2
#3
#4

TOTAL CHANGE ORDERS: \$79,296.00
TOTAL AMENDED CONTRACT AMOUNT: \$79,296.00
TOTAL PREVIOUS PAYMENTS AUTHORIZED \$0.00

BID ITEM	DESCRIPTION	BID QUANTITY	UNIT	UNIT PRICE	QUANTITY COMPLETED	TOTAL AMOUNT
GENERAL						
1	Mobilization	1	LS	\$8,350.00	1.0	\$8,350.00
2	Incidental	1	LS	\$500.00	1.0	\$500.00
TRAFFIC CONTROL						
3	Traffic Control	567	UNITS	\$4.50	567.0	\$2,551.50
4	Traffic Control Misc.	1	LS	\$3,350.00	1.0	\$3,350.00
REMOVALS AND GRADING						
5	Saw Existing Concrete	73	LF	\$9.50	73.0	\$693.50
6	Saw Existing Asphalt	700	LF	\$5.00	708.0	\$3,540.00
7	Removal of Concrete Pavement	40	SY	\$10.00	40.0	\$400.00
8	Removal of Asphalt Pavement	410	SY	\$4.00	451.0	\$1,804.00
9	Removal of Curb & Gutter	25	LF	\$4.00	10.0	\$40.00
10	Abandon Pipe in Place	1	LS	\$5,000.00	1.0	\$5,000.00
EROSION CONTROL						
11	Inlet Sediment Control	5	EA	\$150.00	0.0	\$0.00
STORM SEWER						
12	Removal of Existing Storm Sewer Pipe	30	LF	\$20.00	30.0	\$600.00
13	Removal of Existing Junction Box	1	EA	\$625.00	1.0	\$625.00
14	4' X 4' SS Junction Box (6'-8' Deep)	1	EA	\$6,135.00	1.0	\$6,135.00
15	4' X 4' SS Junction Box (4'-6' Deep)	1	EA	\$4,300.00	1.0	\$4,300.00
16	F&I 18" RCP, Class 3 (6'-8' Deep)	146	LF	\$76.00	144.0	\$10,944.00
17	F&I 18" RCP, Class 3 (4'-6' Deep)	214	LF	\$72.00	212.0	\$15,264.00
18	Granular Material for Storm Sewer SURFACING	360	LF	\$9.00	356.0	\$3,204.00
19	6" PCC Pavement	40	SY	\$165.00	40.0	\$6,600.00
20	Concrete Curb & Gutter (B66)	25	LF	\$88.00	10.0	\$880.00
21	Aggregate Base Course	450	SY	\$8.00	450.0	\$3,600.00
22	Drill Bars Into Existing Pavement	45	EA	\$27.00	45.0	\$1,215.00

TOTAL	\$79,596.00
GRAND TOTAL	\$79,596.00
LIQUIDATED DAMAGES (1 DAY @\$300/DAY)	\$300.00
NET TOTAL	\$79,296.00
LESS PAYMENTS AUTHORIZED	\$0.00
AMOUNT DUE	
CONTRACTOR THIS ESTIMATE	\$79,296.00

CERTIFICATION OF CONTRACTOR

I HEREBY CERTIFY THAT THE WORK PERFORMED AND THE MATERIALS SUPPLIED TO DATE AS SHOWN ON THIS PERIODIC COST ESTIMATE, REPRESENT THE ACTUAL VALUE OF ACCOMPLISHMENT UNDER THE TERMS OF THIS CONTRACT IN CONFORMITY WITH APPROVED PLANS AND SPECIFICATION; THAT THE QUANTITIES SHOWN WERE PROPERLY DETERMINED AND ARE CORRECT; AND THAT THERE HAS BEEN FULL COMPLIANCE WITH ALL LABOR PROVISION INCLUDED IN THE CONTRACT IDENTIFIED ABOVE.

Slowey Construction, Inc. By [Signature] DATE 10/30/24
CONTRACTOR SIGNATURE

ACKNOWLEDGEMENT AND CONCURRENCE OF ENGINEER

I HAVE EXAMINED THIS PERIODIC COST ESTIMATE AND CONCUR IN THE CERTIFICATE OF THE CONTRACTOR.

[Signature] DATE 11-4-24
ENGINEER'S SIGNATURE

CITY OF YANKTON
CHANGE ORDER #1

CONTRACTOR: **Slowey Construction**
 PROJECT NO. 2024-024
 DESCRIPTION: Riverside Dr Storm Sewer Cedar St.- Walnut St.

10/30/2024

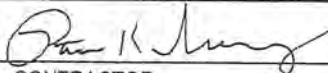
THE FOLLOWING CHANGES ARE HEREBY MADE TO THE CONTRACT DOCUMENTS

ITEM	ORIGINAL	FINAL	CHANGE IN	PRICE	TOTAL
		QUANTITY	QUANTITIES		
6. Saw Existing Asphalt	700	708	8	\$5.00	\$40.00
8. Removal of Asphalt Pavement	410	451	41	\$4.00	\$164.00
9. Removal of Curb & Gutter	25	10	-15	-\$4.00	(\$60.00)
11. Inlet Sediment Control	5	0	-5	\$150.00	(\$750.00)
16. F&I 18" RCP, Class 3 (6'-8' Deep)	146	144	-2	\$76.00	(\$152.00)
17. F&I 18" RCP, Class 3 (4'-6' Deep)	214	212	-2	\$72.00	(\$144.00)
18. Granular Material for Storm Sewer	360	356	-4	\$9.00	(\$36.00)
20. Concrete Curb & Gutter (B66)	25	10	-15	\$88.00	(\$1,320.00)
LIQUIDATED DAMAGES (1 DAY @ \$300/DAY)					(\$300.00)
TOTALS FOR CHANGE ORDER #1					(\$2,558.00)


ORIGINAL CONTRACT AMOUNT:	81,854.00
THE CONTRACT AMOUNT DUE TO THIS CHANGE ORDER WILL BE DECREASED BY:	(2,558.00)
THE NEW CONTRACT AMOUNT INCLUDING THIS CHANGE ORDER WILL BE:	79,296.00

APPROVALS REQUIRED:

ACCEPTED BY:


CONTRACTOR

ORDERED BY:


CITY OF YANKTON

Memorandum #24-232

To: Amy Leon, City Manager
From: Corey Potts, Public Works Manager
Subject: Bid Award for Crushing Salvaged Concrete and Asphalt
Date: November 1, 2024

Eight (8) bid packets were provided to contractors with concrete crushing equipment. The three bids outlined below were received for this year's processing of concrete and asphalt rubble at the Yankton Transfer Station. The bids received are as follows:

RTS Shearing 2511 17 th St. SE Jamestown, ND 58401	\$5.45 per ton
Slowey Construction, Inc. 2510 W. 31 st Street Yankton, SD 57078	\$5.24 per ton
A&R Construction Co. PO Box 121 Plainview, NE 68769	\$9.34 per ton

It has been the City's practice to budget for this crushing operation on a two-year rotation. The crushed concrete and asphalt material has proven to be superior, both in quality and workability, over natural base course material previously used by the street department in its maintenance and construction projects. By crushing and stockpiling this material on site, there is no transportation cost associated with trucking of base material to the stockpile site. Also, by crushing this material, the City is not using valuable landfill space to bury the rubble as previously occurred.

The low bidder meets the specifications and is a responsible contractor who has contracted with the City in the past. The low bid represents an increase compared to the price the City paid in 2023 and is considered a sound bid. There is \$250,000.00 budgeted in 2025 for this crushing project. Provisions of the contract allow for crushing as much as 40,000 tons of material provided the material being produced is suitable and there is enough rubble available.

City Staff recommends awarding this contract to Slowey Construction of Yankton, South Dakota at a unit price of \$5.24 per ton.

Respectfully submitted,

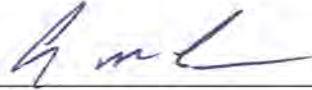


Corey Potts
Public Works Manager

Recommendation: It is recommended that the City Commission approve Memorandum #24-232 authorizing the crushing of salvaged concrete and asphalt contract for 2025 be awarded to Slowey Construction of Yankton, South Dakota at a unit price of \$5.24 per ton.

I concur with this recommendation.

I do not concur with this recommendation.



Amy Leon
City Manager

Memorandum #24-233

To: Amy Leon, City Manager
From: Corey Potts, Public Works Manager
Subject: Bid Award for Two (2) Steel Transfer Station Walking Floor Trailers for the Department of Public Works, City of Yankton/Joint Powers Department
Date: November 1, 2024

Eleven (11) bid packets for two (2) new walking floor trailers were sent to equipment dealers. The four (4) bids received are outlined below.

<i>Bidder</i>	<i>Total Cost</i>
<i>Northern Truck & Equipment 47213 Schweigers Circle Sioux Falls, SD 57107</i>	<i>\$213,688.00</i>
<i>Wilkins Trailers 184 South Road 22 Morris, MN 56267</i>	<i>\$219,688.00</i>
<i>Warren Equipment, Inc. 2299 US Hwy 92 East Plant City, FL 33563</i>	<i>\$230,800.00</i>
<i>Legacy Brothers, Inc. 407 N. Peterson Avenue Douglas, GA 31634</i>	<i>\$217,740.00</i>

The 2025 Joint Powers budget provides \$250,000.00 for the purchase of two (2) new steel walking floor trailers for the City of Yankton, Public Works Department/Joint Powers Department.

The steel walking floor trailers are an important part of the Yankton Transfer Station operation. Yankton is permitted to accept municipal solid waste (MSW) for transport to the landfill located in Clay County. MSW and construction debris are transported in the walking floor trailers to the landfill.

The trailers are located in the pits at the transfer station for loading purposes. Solid waste is dumped from the tipping floor into these trailers. The loads are arranged and packed to get the most weight on the trailers. They are then covered and moved to an outside staging area for transfer to the Vermillion landfill.

The trailers are 48 feet in length with a walking floor mechanism to unload the solid waste. In accordance with state laws, the trailers have a roll tarp that is securely fastened down while transporting solid waste to Vermillion to prevent material from blowing out of the trailer.

All bids received meet the minimum specifications. The low bid submitted by Northern Truck & Equipment of Sioux Falls, SD is similar to the ones presently in service, having the same major components such as the walking floor mechanism, landing gear, tarp components, suspension and axles. The steel trailers have proven to be more durable for the transfer operation than the previously used aluminum trailers when the transfer operation first began.

City staff recommends that the bid for \$213,688.00 be awarded to Northern Truck & Equipment of Sioux Falls, SD.

Respectfully submitted,



Corey Potts
Public Works Manager

Recommendation: It is recommended the City Commission approve awarding the bid for two (2) new steel transfer station walking floor trailers for \$213,688.00 to Northern Truck & Equipment of Sioux Falls, South Dakota.

I concur with this recommendation.

I do not concur with this recommendation.



Amy Leon
City Manager

Memorandum #24-234

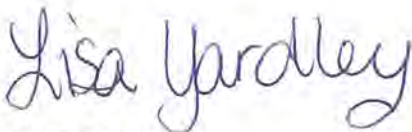
To: City Manager
 From: Finance Department
 Date: November 1, 2024
 Subject: Special Events Alcoholic Beverage License
Applicant: Mojo's 3rd Street Pizza

Type of License:

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

The Finance Department has received a Special Events Alcoholic Beverage License Application for a Special On-sale Liquor License for one day, December 6, 2024, from Mojo's 3rd Street Pizza, 102 E 3rd St. The event will take place at Meridian Venue, 101 E 3rd Street, Yankton, South Dakota.

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



Lisa Yardley
 Finance Officer

Roll Call



Special Events Alcoholic Beverage License Application

Malt (Beer) & SD Farm Wine \$5/day Wine \$5/day Liquor \$5/day
For events after 1/1/2025: \$50/day \$50/day \$100/day

Will the Special Event be held on public property? Yes No N/A

If "Yes" has a City of Yankton Special Event Application Form been submitted? Yes No

Date(s) of Event: December 6th 2024 Event Purpose: City of Yankton Christmas Party

Applicant Information

Applicant Name: Mojos 3rd Street Pizza

Type of organization (check one): Alcohol license owner Civic Charitable Education Fraternal Veterans

Address: 102 E 3rd Street Yankton SD 57078

Phone Number: 605-260-2134 E-mail Address: dayhuffent57078@gmail.com

Alcohol License Number (if applicable): RL-6115 SD Sales Tax Number: 1035-6580-ST

Have you or any organization owners ever been convicted of a felony? Yes No

Is applicant also the contact person? Yes No If not, who is the contact person for this application?

Contact Name: Tiffany Davis Phone: 605-260-2134

Location of Event Where Alcohol Will be Sold/Served

Business/location name: Meridian Venue

Address: 101 E 3rd Street Yankton SD 57078

Legal Description: _____

The undersigned applicant certifies under the penalty or perjury that all statements provided herein are true and correct; that the said applicant complies with all of the statutory requirements for the class of license being applied for and in addition agrees to permit agents of the Department of Revenue access to the licensed premises and records as provided in SDCL 35-2-2.1, and agrees this application shall constitute a contract between applicant and the State of South Dakota entitling the same or any peace officers to inspect the premises, books, and records at any time for the purpose of enforcing the provisions of Title 35 SCDL, as amended.

Tiffany Davis
Applicant's signature

10/29/24
Date

TO BE COMPLETED BY THE CITY OF YANKTON

A fee of \$ _____ has been paid to the City of Yankton: Receipt # _____ Date: _____

Notice of Hearing (if required) was published on _____. A public hearing on the application was held on _____, not less than seven (7) days after official publication. The City Commission by majority vote recommends the approval and granting of this license and certifies that requirements as to location and suitability of premises and applicant have been reviewed and conform to requirements of local and South Dakota law.

No public notice required (public property or alcohol license owner)

Approved by City Manager or Mayor

Signature: _____
Date: _____

Submit completed application to:
City of Yankton, Finance Department
416 Walnut Street - PO Box 176
Yankton, South Dakota 57078
Contact Info: license@cityofyankton.org Phone: 605-668-5246

Memorandum #24-236

To: Amy Leon, City Manager
From: Bradley Moser, Civil Engineer
Subject: Change Order Number 1, Final Project Acceptance and Final Payment for the 21st Street Reconstruction and Water Main Project from West City Limits Road to Summit Street
Date: November 1, 2024

The 21st Street and water main reconstruction project from West City Limits Road to Summit Street is completed and ready to be accepted.

The project scope included removing and reconstructing the street, and replacing the existing water main.

As you can see from the attached Change Order No. 1, the changes resulted in a net increase of \$82,422.00. This adjusted the construction cost from \$1,078,800.00 to \$1,161,222.00. Dewatering and additional seeding were the two largest additional cost items. There was originally no dewatering bid item. Typically, when we run into ground water during construction, the contractor is able to manage the level of infiltration with small diameter pumps. That was the case at the start and held true for about one-third of the project. At that time, the amount of ground water entering the ditch not only made it impossible to install pipe but it was dangerous for laborers to work. The only remedy was for the contractor to subcontract for a large diameter pump that would need to run the entire time that they were working on water main installation. As for the additional seeding, with the muck from the excavation and the heavy rainfalls that we experienced early in the year, mud was displaced into areas that were not originally meant for seeding. The extra cost was necessary to put the ditch back to its original state. Many of the other changes are due to actual measurements in the field.

City staff has reviewed the project, the change order and the final pay request. We recommend that Change Order No. 1 be approved, that the project be accepted and that the City Finance Officer be authorized to issue a manual check in the amount of \$27,580.92 to Masonry Components, Inc. based on the attached final pay request.

Respectfully submitted,

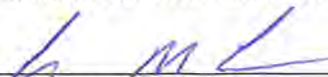


Bradley Moser
Civil Engineer

Recommendation: It is recommended that the City Commission approve Change Order No. 1, accept the completed construction project along 21st Street, and authorize the Finance Officer to issue a manual check to Masonry Components, Inc. in the amount of \$27,580.92.

I concur with this recommendation.

I do not concur with this recommendation.



Amy Leon, City Manager

____ Roll Call

**CITY OF YANKTON
PROGRESS ESTIMATE**

CONTRACTOR: MASONRY COMPONENTS
PROJECT NO: 2023-034
DESCRIPTION: 21st St. from WCLR to Summit St.

PROGRESS EST. NO: 5TH AND FINAL
PERIOD: 7-21-24 TO 10-20-24

DATE OF CONTRACT: 9-19-2024
AMOUNT OF CONTRACT AS AWARDED: \$1,078,800.00
CHANGE ORDERS:
#1 \$82,422.00
#2
#3

CONTRACT PERIOD: 7/28/2024 completion
% OF TIME USED: 100%
% COMPLETED: 100%

PREVIOUS PAYMENTS AUTHORIZED:
EST. PAYMENTS AUTH.
#1 \$107,632.80
#2 \$258,631.29
#3 \$251,843.31
#4 \$515,533.88

TOTAL CHANGE ORDERS:
TOTAL AMENDED CONTRACT AMOUNT: \$1,161,222.00
TOTAL PREVIOUS PAYMENTS AUTHORIZED \$1,133,641.08

BID ITEM	DESCRIPTION	BID QUANTITY	UNIT	UNIT PRICE	QUANTITY COMPLETED	TOTAL AMOUNT
1	GENERAL MOBILIZATION	1	LS	\$80,156.00	1.00	\$80,156.00
2	TRAFFIC CONTROL	939	UNITS	\$4.00	969.0	\$3,876.00
3	TRAFFIC CONTROL MISC REMOVALS	1	LS	\$200.00	1.0	\$200.00
4	SAW EXISTING CONCRETE	250	LF	\$11.00	150.0	\$1,650.00
5	REMOVAL OF CONCRETE PAVEMENT	207	SY	\$15.00	207.0	\$3,105.00
6	REMOVAL OF ASPHALT PAVEMENT	11460	SY	\$2.50	11504.0	\$28,760.00
7	REMOVAL OF CURB AND GUTTER	350	LF	\$15.00	332.0	\$4,980.00
8	UNCLASSIFIED EXCAVATION	1	LS	\$30,000.00	1.0	\$30,000.00
9	UNDERCUTTING	150	CY	\$25.00	20.0	\$500.00
10	WATER FOR EMBK. OR GRAN. MATRL. EROSION CONTROL	50	KGAL	\$30.00	0.0	\$0.00
11	TOPSOIL	1	LS	\$4,000.00	1.00	\$4,000.00
12	SEEDING	1	LS	\$5,000.00	4.20	\$21,000.00
13	VEHICLE TRACKING CONTROL	1	EA	\$1.00	0.0	\$0.00
14	INLET SEDIMENT CONTROL	2	EA	\$100.00	2.0	\$200.00
15	SILT FENCE	100	LF	\$5.00	0.0	\$0.00
16	GEOTEXTILE FABRIC WATERMAIN	1000	SY	\$8.00	0.0	\$0.00
17	12" PVC WATERMAIN C-900	1863	LF	\$65.00	1865.0	\$121,225.00
18	8" PVC WATERMAIN C-900	120	LF	\$50.00	122.0	\$6,100.00
19	6" PVC WATERMAIN C-900	20	LF	\$50.00	18.0	\$900.00
20	GRANULAR MATERIAL FOR WATERMAIN	2011	LF	\$6.00	2005.0	\$12,030.00
21	12" MJ GATE VALVE WITH BOX	5	LF	\$5,000.00	5.0	\$25,000.00
22	8" MJ GATE VALVE WITH BOX	2	LF	\$3,000.00	2.0	\$6,000.00
23	6" MJ GATE VALVE WITH BOX	3	LF	\$2,500.00	3.0	\$7,500.00
24	12" MJ PLUG	1	LF	\$800.00	2.0	\$1,600.00
25	12" MJ CAP	3	LF	\$750.00	2.0	\$1,500.00
26	12" X 45 DEGREE BEND	2	LF	\$1,000.00	2.0	\$2,000.00
27	8" X 45 DEGREE BEND	2	LF	\$750.00	3.0	\$2,250.00
28	REMOVE 12 X 8 REDUCER	1	EA	\$500.00	1.0	\$500.00
29	12" X 12" X 12" MJ TEE	1	LF	\$1,250.00	1.0	\$1,250.00
30	12" X 12" X 8" MJ TEE	2	EA	\$850.00	2.0	\$1,700.00
31	12" X 12" X 6" MJ TEE	3	EA	\$800.00	3.0	\$2,400.00
32	12" MJ SLEEVE	1	EA	\$750.00	1.0	\$750.00
33	8" MJ SLEEVE	1	EA	\$500.00	0.0	\$0.00
34	8" MJ OVERSIZED SLEEVE	1	EA	\$1,000.00	1.0	\$1,000.00
35	12" MEGALUGS	32	EA	\$450.00	32.0	\$14,400.00
36	8" MEGALUGS	13	EA	\$300.00	14.0	\$4,200.00
37	6" MEGALUGS	12	EA	\$275.00	12.0	\$3,300.00
38	INSTALL TEMPORARY FIRE HYDRANT	1	LF	\$2,500.00	1.0	\$2,500.00
39	CUT AND TIE INTO EXISTING WATERMAIN	2	EA	\$3,500.00	2.0	\$7,000.00
40	REMOVE EXISTING FIRE HYDRANT	3	EA	\$1,250.00	3.0	\$3,750.00
41	INSTALL FIRE HYDRANT SURFACING	3	EA	\$4,500.00	3.0	\$13,500.00
42	8" PCCP PAVEMENT	10460	SY	\$53.00	10380.0	\$550,140.00
43	CONCRETE C & G TYPE B66	350	LF	\$30.00	173.0	\$5,190.00
44	6" APPROACH PAVEMENT	320	SF	\$7.00	767.0	\$5,369.00
45	6" AGGREGATE BASE COURSE	10846	SF	\$4.25	10890.0	\$46,282.50
46	DRILL BARS INTO EXISTING PAVEMENT	76	SF	\$20.00	321.0	\$6,420.00
47	DETECTABLE WARNING PANELS	52	SF	\$45.00	60.0	\$2,700.00
48	8" FILLET SECTION	2109	EA	\$9.50	2590.0	\$24,605.00
49	6" SIDEWALK	4220	SF	\$5.50	5247.0	\$28,858.50
	EXTRA LANE CLOSURE	0	LS	\$1,000.00	1.0	\$1,000.00
	ADJUST MANHOLE	0	EA	\$500.00	1.0	\$500.00
	DEWATERING	0	LS	\$60,000.00	1.0	\$60,000.00
	FIRE HYDRANT EXTENSION	0	EA	\$3,437.50	2.0	\$6,875.00
	8 X 11.25 MJ BENDS	0	EA	\$1,250.00	2.0	\$2,500.00

TOTAL \$1,161,222.00
GRAND TOTAL \$1,161,222.00
LESS RETAINED 0% \$0.00
NET TOTAL \$1,161,222.00
LESS PAYMENTS AUTHORIZED \$1,133,641.08

AMOUNT DUE CONTRACTOR THIS ESTIMATE \$27,580.92

CERTIFICATION OF CONTRACTOR

I HEREBY CERTIFY THAT THE WORK PERFORMED AND THE MATERIALS SUPPLIED TO DATE AS SHOWN ON THIS PERIODIC COST ESTIMATE, REPRESENT THE ACTUAL VALUE OF ACCOMPLISHMENT UNDER THE TERMS OF THIS CONTRACT IN CONFORMITY WITH APPROVED PLANS AND SPECIFICATION; THAT THE QUANTITIES SHOWN WERE PROPERLY DETERMINED AND ARE CORRECT; AND THAT THERE HAS BEEN FULL COMPLIANCE WITH ALL LABOR PROVISION INCLUDED IN THE CONTRACT IDENTIFIED ABOVE.

CONTRACTOR Mc By [Signature] DATE Nov 5 24
SIGNATURE

ACKNOWLEDGEMENT AND CONCURRENCE OF ENGINEER

I HAVE EXAMINED THIS PERIODIC COST ESTIMATE AND CONCUR IN THE CERTIFICATE OF THE CONTRACTOR.

[Signature] DATE 11-5-24
ENGINEER'S SIGNATURE

CITY OF YANKTON
CHANGE ORDER #1

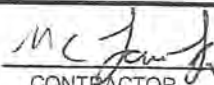
CONTRACTOR: **Masonry Components**
 PROJECT NO. 2023-034
 DESCRIPTION: 21 St St. WCLR TO SUMMIT, WATERMAIN AND PAVING

THE FOLLOWING CHANGES ARE HEREBY MADE TO THE CONTRACT DOCUMENTS

ITEM	ORIGINAL	FINAL QUANTITY	CHANGE IN QUANTITIES	PRICE	TOTAL
2.TRAFFIC CONTROL (LS)	939	969	30	\$4.00	\$120.00
4.SAW EXISTING CONCRETE (LF)	250	150	-100	\$11.00	(\$1,100.00)
6.REMOVAL OF ASPHALT(SY)	11460	11504	44	\$2.50	\$110.00
7.REMOVAL OF C&G(LF)	350	332	-18	\$15.00	(\$270.00)
9.UNDERCUTTING(CY)	150	20	-130	\$25.00	(\$3,250.00)
10. WATER FOR EMBK OR GRAN. MATRL.(KGAL)	50	0	-50	\$30.00	(\$1,500.00)
1. VEHICLE TRACKING CONTROL (EA)	1	0	-1	\$1.00	(\$1.00)
12. SEEDING (LS)	1	4.2	3.2	\$5,000.00	\$16,000.00
15. SILT FENCE(LF)	100	0	-100	\$5.00	(\$500.00)
16. GEOTEXTILE FABRIC (SY)	1000	0	-1000	\$8.00	(\$8,000.00)
17. 12" PVC WATERMAIN C-900 (LF)	1863	1865	2	\$65.00	\$130.00
18. 8" PVC WATERMAIN C-900 (LF)	120	122	2	\$50.00	\$100.00
19. 6" PVC WATERMAIN C-900 (LF)	20	18	-2	\$50.00	(\$100.00)
20. GRANULAR MATRL. FOR WATERMAIN(LF)	2011	2005	-6	\$6.00	(\$36.00)
24. 12" MJ PLUG (EA)	1	2	1	\$800.00	\$800.00
25. 12" MJ CAP (EA)	3	2	-1	\$750.00	(\$750.00)
27. 8" X 45 DEGREE BEND (EA)	2	3	1	\$750.00	\$750.00
33. 8" MJ SLEEVE (EA)	1	0	-1	\$500.00	(\$500.00)
36. 8" MEGALUGS (EA)	13	14	1	\$300.00	\$300.00
42. 8" PCC PAVEMENT (SY)	10460	10380	-80	\$53.00	(\$4,240.00)
43. CONCRETE C&G B66 (LF)	350	173	-177	\$30.00	(\$5,310.00)
44. 6" APPROACH PVMT (SY)	320	767	447	\$7.00	\$3,129.00
45. 6" AGG BASE COURSE (SY)	10846	10890	44	\$4.25	\$187.00
46. DRILL BARS INTO PAVEMENT (EA)	76	321	245	\$20.00	\$4,900.00
47. DETECTABLE WARNING PANEL (SF)	52	60	8	\$45.00	\$360.00
48. 8" FILLET SECTION (SF)	2109	2590	481	\$9.50	\$4,569.50
49. 6" SIDEWALK (SF)	4220	5247	1027	\$5.50	\$5,648.50
51. EXTRA LANE CLOSURE ON 21 ST (LS)	0	1	1	\$1,000.00	\$1,000.00
52. ADJUST MANHOLE (EA)	0	1	1	\$500.00	\$500.00
53. DEWATERING (LS)	0	1	1	\$60,000.00	\$60,000.00
54. FIRE HYDRANT EXTENSION (EA)	0	2	2	\$3,437.50	\$6,875.00
55. 8" X 11.25 MJ BENDS (EA)	0	2	2	\$1,250.00	\$2,500.00
TOTALS FOR CHANGE ORDER #1					\$82,422.00

ORIGINAL CONTRACT AMOUNT: 1,076,800.00
 THE CONTRACT AMOUNT DUE TO THIS CHANGE ORDER WILL BE INCREASED/ DECREASED BY: 82,422.00
 THE NEW CONTRACT AMOUNT INCLUDING THIS CHANGE ORDER WILL BE: 1,161,222.00

ORIGINAL COMPLETION DATE: 7/26/2024
 ADJUSTED COMPLETION DATE: NA

APPROVALS REQUIRED:
 ACCEPTED BY: 
 CONTRACTOR

ORDERED BY: 
 CITY OF YANKTON

Memorandum 24-237

To: City Commission
From: Amy Leon, City Manager 
Subject: Equipment Purchase from Sourcewell Contract for a New Compact Excavator for the Parks Department
Date: November 5, 2024

The Parks Department Cemetery and Marne Creek staff have identified the need for a compact excavator to perform daily operations throughout their divisions.

Currently cemetery staff use a backhoe attachment on a skid loader to perform digging operations throughout the cemetery. Operation of the backhoe attachment is done by an operator sitting on the attachment, in front of the skid loader, without a cab. Digging operations take place year-round in all types of weather conditions at the cemetery. The current skid loader and attachment's size make it difficult to maneuver through existing grave markers without causing damage. Due to the size, short bucket reach, and limited movements of the backhoe attachment, it is not real practical when trying to load soil into a truck without dropping spoil material around the site, causing extra cleanup by staff. Winter operations of the backhoe attachment can also be challenging as it takes more time digging through frozen ground as the operator is forced to sit on the attachment out in the elements.

Creek maintenance is an essential part of the Marne Creek staff daily routine. A big part of that maintenance is clearing debris from the creek bed and culverts along the creek corridor. Currently a combination of chains, loaders, and personnel are used to clear debris. Clearing debris can be very hazardous for staff especially when creek flows are high.

A compact excavator would improve digging operations at the cemetery and provide a safer method for debris removal along Marne Creek. The maneuverability and bucket reach of a compact excavator would allow cemetery digging operations to be more efficient with better reach to load soil into a truck with less spoil dropping. Increased maneuverability would also mean less chance of damage to existing markers. A climate-controlled cab would also provide the operator protection from the environment especially during winter months. The compact excavator would also reduce risk during maintenance of the creek as the excavator could be used to reach into the creek to pull debris that is blocking flow along the corridor allowing staff to remain a safe distance from the water.

The City is eligible to participate in a competitive procurement process through Sourcewell that meets South Dakota bidding requirements. Sourcewell is a Minnesota service cooperative specializing in assisting public sector entities in soliciting, evaluating, and awarding competitive purchasing contracts.

A bid contract through the Sourcewell Contract allows the City to purchase a compact excavator through Titan Machinery, Yankton, SD. The compact excavator to be purchased is a new, E35 25HP R-2 Bobcat Compact Excavator in the amount of \$61,486.99 with an estimated delivery of late 2024 or early 2025. The new excavator will have a full enclosed cab, extendable

arm, hydraulic clamp, ripper tooth, hydraulic angle blade, and two buckets. The new compact excavator will be a replacement for the cemetery backhoe attachment and a new piece of equipment for creek maintenance. Funds for this unbudgeted purchase will come from unspent 2024 capital funds in the Cemetery and Marne Creek budgets.

Recommendation: It is recommended the City Commission approve Memorandum #24-237 for the purchase of a new E35 25HP R-2 Bobcat Compact Excavator in the amount of \$61,486.99 for the Parks Department from Titan Machinery, Yankton, South Dakota based on the Sourcewell Contract using unspent 2024 capital funds from the Cemetery and Marne Creek budgets.

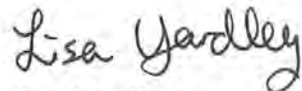
Memorandum #24-238

To: City Commission
From: Lisa Yardley, Finance Officer
Subject: Active Transportation Sidewalk Installations, Amended Change Order and Final Payment
Date: November 1, 2024

On October 15, 2024, per Memorandum #24-215, the City Commission approved Change Order Number 1 for a net increase of \$6,611.50 for sidewalks installed on Mulberry Street north of 21st Street and on 7th and Burleigh Streets. This adjusted the construction cost from \$95,365.36 to \$101,976.86. The majority of the increase was due to the addition of valley gutter and base preparation for concrete installation. The project was completed prior to the contract deadline; therefore, no liquidated damages were assessed.

To comply with State bid laws, City staff has since received an amended change order for \$4,634.63, a net decrease of \$1,976.87, for a final adjusted cost of \$99,999.99. We recommend that the amended Change Order No. 1 be approved, that the project be reaccepted, and that the City Finance Officer be authorized to issue a manual check in the amount of \$99,999.99 to Masonry Components, Inc. based on the attached final pay request.

Respectfully submitted,


 Lisa Yardley
 Finance Officer

Recommendation: It is recommended that the City Commission accept the Active Transportation Plan amended Change Order No. 1 and authorize the Finance Officer to issue a manual check to Masonry Components, Inc. in the amount of \$99,999.99.

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



 Amy Leon
 City Manager

_____ Roll Call

CITY OF YANKTON
CHANGE ORDER #1

CONTRACTOR: **Masonry Components Inc.**
PROJECT NO. 2024-020
DESCRIPTION: Active Transportation


10/3/2024

THE FOLLOWING CHANGES ARE HEREBY MADE TO THE CONTRACT DOCUMENTS

ITEM	ORIGINAL	FINAL QUANTITY	CHANGE IN QUANTITIES	PRICE	TOTAL
7. Saw Existing Concrete	122	126	4	\$16.50	\$66.00
8. Saw Existing Asphalt	290	340	50	\$13.20	\$660.00
9. Removal of Concrete Pavement	172	183	11	\$27.50	\$302.50
10. Removal of Asphalt Pavement	153	166	13	\$22.00	\$286.00
11. Removal of Curb & Gutter	151	178	27	\$11.00	\$297.00
12. Concrete Curb & Gutter (B66)	151	178	27	\$35.00	\$945.00
13. 4" Sidewalk	2135	2075	-60	\$10.00	(\$600.00)
14. 6" Sidewalk	1074	1100	26	\$11.00	\$286.00
15. 6" Approach Pavement	370	418	48	\$8.00	\$384.00
17. 6" PCC Fillet Section	468	473	5	\$15.00	\$75.00
Valley Gutter	0	96	96	\$13.00	\$1,248.00
PVC Sleeve for Irrigation	0	7	7	\$26.00	\$182.00
Base Prep Work	0	1	1	\$503.13	\$503.13
TOTALS FOR CHANGE ORDER #1					\$4,634.63

ORIGINAL CONTRACT AMOUNT:	95,365.36
THE CONTRACT AMOUNT DUE TO THIS CHANGE ORDER WILL BE INCREASED BY:	4,634.63
THE NEW CONTRACT AMOUNT INCLUDING THIS CHANGE ORDER WILL BE:	99,999.99

APPROVALS REQUIRED:
ACCEPTED BY:



CONTRACTOR

ORDERED BY:



CITY OF YANKTON

**CITY OF YANKTON
PROGRESS ESTIMATE**

CONTRACTOR: **Masonry Components Inc.**
 PROJECT NO: **2024-020**
 DESCRIPTION: **Active Transportation 2024-020**

PROGRESS EST. NO: **1 & FINAL**
 PERIOD: **9/10/2024 - 10/1/2024**

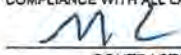

DATE OF CONTRACT:	08/28/24	CONTRACT PERIOD:	11/1/2024	PREVIOUS PAYMENTS AUTHORIZED:
AMOUNT OF CONTRACT AS AWARDED:	\$95,365.36			EST. PAYMENTS AUTH.
CHANGE ORDERS:		% OF TIME USED:	75%	#1
#1	\$4,634.63			#2
#2		% COMPLETED:	100%	#3
#3				#4

TOTAL CHANGE ORDERS:		TOTAL PREVIOUS PAYMENTS AUTHORIZED	\$0.00
TOTAL AMENDED CONTRACT AMOUNT:	\$99,999.99		

BID ITEM	DESCRIPTION	BID QUANTITY	UNIT	UNIT PRICE	QUANTITY COMPLETED	TOTAL AMOUNT
GENERAL						
1	Mobilization	1	LS	\$8,203.06	1.0	\$8,203.06
2	Incidental	1	LS	\$3,850.00	1.0	\$3,850.00
TRAFFIC CONTROL						
3	Traffic Control	462	UNITS	\$1.65	462.0	\$762.30
4	Traffic Control Misc.	1	LS	\$3,300.00	1.0	\$3,300.00
EROSION CONTROL						
5	Topsoil	1	LS	\$4,400.00	1.00	\$4,400.00
6	Seeding, Mulching, Fertilizer	1	LS	\$2,310.00	1.00	\$2,310.00
REMOVALS AND GRADING						
7	Saw Existing Concrete	122	LF	\$16.50	126.0	\$2,079.00
8	Saw Existing Asphalt	290	LF	\$13.20	340.0	\$4,488.00
9	Removal of Concrete Pavement	172	SY	\$27.50	183.0	\$5,032.50
10	Removal of Asphalt Pavement	153	SY	\$22.00	166.0	\$3,652.00
11	Removal of Curb & Gutter	151	LF	\$11.00	178.0	\$1,958.00
SURFACING						
12	Concrete Curb & Gutter (866)	151	LF	\$35.00	178.0	\$6,230.00
13	4" Sidewalk	2135	SF	\$10.00	2075.0	\$20,750.00
14	6" Sidewalk	1074	SF	\$11.00	1100.0	\$12,100.00
15	6" Approach Pavement	370	SF	\$8.00	418.0	\$3,344.00
16	6" PCC Pavement	58	SY	\$72.00	58.0	\$4,176.00
17	6" PCC Fillet Section	468	SF	\$15.00	473.0	\$7,095.00
18	Aggregate Base Course	58	SY	\$16.50	58.0	\$957.00
19	Detectable Warning Panel	52	SF	\$65.00	52.0	\$3,380.00
	Valley Gutter	0	SF	\$13.00	96.0	\$1,248.00
	PVC Sleeve for Irrigation	0	SY	\$26.00	7.0	\$182.00
	Base Prep Work	0	SF	\$503.13	1.0	\$503.13
TOTAL						\$99,999.99
GRAND TOTAL						\$99,999.99
NET TOTAL						\$99,999.99
LESS PAYMENTS AUTHORIZED						\$0.00
AMOUNT DUE						\$99,999.99
CONTRACTOR THIS ESTIMATE						\$99,999.99

CERTIFICATION OF CONTRACTOR:

I HEREBY CERTIFY THAT THE WORK PERFORMED AND THE MATERIALS SUPPLIED TO DATE AS SHOWN ON THIS PERIODIC COST ESTIMATE, REPRESENT THE ACTUAL VALUE OF ACCOMPLISHMENT UNDER THE TERMS OF THIS CONTRACT IN CONFORMITY WITH APPROVED PLANS AND SPECIFICATION; THAT THE QUANTITIES SHOWN WERE PROPERLY DETERMINED AND ARE CORRECT; AND THAT THERE HAS BEEN FULL COMPLIANCE WITH ALL LABOR PROVISION INCLUDED IN THE CONTRACT IDENTIFIED ABOVE.


 By  DATE Nov 4, 24
 CONTRACTOR SIGNATURE

ACKNOWLEDGEMENT AND CONCURRENCE OF ENGINEER:

I HAVE EXAMINED THIS PERIODIC COST ESTIMATE AND CONCUR IN THE CERTIFICATE OF THE CONTRACTOR.


 DATE 11-5-24
 ENGINEER'S SIGNATURE

Memorandum #24-239

To: Amy Leon, City Manager
 From: Dave Mingo, Community Development Director
 Ross Den Herder, City Attorney
 Subject: Addendum to Option to Purchase Lot 3, Mead's Addition
 Date: November 6, 2024

Attached is an addendum to the offer to acquire an option on City owned property from Yankton Thrive. If approved, Thrive would then transfer the option to a third party known as Corner Kick LLC. The property is approximately 3.54 developable acres and known as Lot 3, Mead's Addition to the City of Yankton (the north portion). The property does not include the southeast 2.39-acre drainage easement area also identified as being in Lot 3.

In March of 2023, the City entered into an agreement with Yankton Thrive to pass through Lot 3 to Corner Kick with plans for a phased development. As often is the case, market forces dictate the eventual development of parcels like this. The result of those influences is that the southwest portion of the lot (what was "Phase 3", now known as Lot 4), was the first to have development interest. Lot 4 was sold, ownership transferred, and is being developed now. However, that portion was originally planned to be the last parcel developed (as "Phase 3") with a five-year sunset on the option, which no longer applies since it is being developed. The northeast corner ("Phase 1") was proposed to be the first area developed and had an 18-month sunset. The northwest corner ("Phase 2") was proposed to be the second area developed and had a 36-month sunset.

This request for amendment is for an 18-month extension for the remaining two Phases of Lot 3. All other provisions of the agreement would remain the same. From staff's perspective, this is just a reordering of the phases. Development is occurring on the original Phase 3 (new "Lot 4") within the timeframes referenced in the existing option agreement.

If approved, the option for Lot 3 would remain at \$50,000 per acre. The developer needs to continue to show they have an acceptable location under contract while recruiting future projects to occur on the site.

The owners of Corner Kick, LLC are Stephany Tamisiea and Van Buskirk Properties. David Hosmer is serving as counsel for the developer. The partnership includes experience with both retail and housing projects.

The following conditions apply as they did in the original agreement:

- The option/sale would occur through Yankton Thrive, so the option would be granted to Thrive accompanied by a similar option granted between Thrive and Corner Kick, LLC.
- Exhibit B includes the language of the previously approved covenants that apply to the entire Mead's Addition. They include aesthetic requirements and city official approval.
- The option has expiration dates if the developer does not complete the purchases.

_____ Roll Call (requires super majority for approval)

- If the developer completes one or more purchases, there would be time-limited claw-back provision(s) if all or a portion of the development does not occur as planned.
- This is an option, not a sale, so all of the land would remain “for sale” to other potential developers with Corner Kick, LLC having a right of first refusal.

The option timing of the planned phases if approved is:

- Phase 1 – Eastern half of lot 3 (formerly northeast one-third) – developer must exercise the option within 36 months of the original agreement (an 18-month extension).
- Phase 2 – Western half of lot 3 (formerly northwestern one-third) – developer must exercise the option within 54 months of the original agreement (also an 18-month extension).

Respectfully submitted,



Dave Mingo
Community Development Director

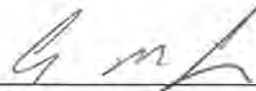


Ross Den Herder
City Attorney

Recommendation: It is recommended that the City Commission approve Resolution #24-57 agreeing to the addendum to the Option to Purchase Lot 3 of Mead’s Addition as described in the attached agreement. Further, said Resolution #24-57 authorizes the City Manager to execute purchase agreements and other transfer documents meeting the described parameters of the Option to Purchase.

I concur with this recommendation.

I do not concur with this recommendation.



Amy Leon
City Manager

Roll Call (requires super majority for approval)

RESOLUTION #24-57

WHEREAS, the City of Yankton owns an approximate 3.54 acre parcel which is the north portion of Lot 3 Block 1 of Mead's Addition to the City of Yankton. The southeast portion of Lot 3, a +- 2.39 Acre Drainage Easement is not included in this resolution, and

WHEREAS, Corner Kick, LLC desires an addendum to the previously approved Option including a right of first refusal to purchase the property for \$50,000 per acre, and

WHEREAS, Lot 3 was reduced in size since the previous agreement was executed because of the sale of a portion of it now known as Lot 4.

WHEREAS, the Yankton Board of City Commissioners desires to approve the addendum to the Option to Purchase the described land for the long-term goal of community and economic development and all processes associated with said action shall be through Yankton Thrive, the Local economic development corporation.

NOW, THEREFORE BE IT RESOLVED by the Board of City Commissioners of the City of Yankton, South Dakota, that they hereby agree to accept the addendum to the Option to Purchase the described property and authorize the City Manager to execute all associated documents including subsequent transfer documents associated with the sale of the property to Corner Kick, LLC., via Yankton Thrive, subject to the associated amended Option to Purchase, Purchase Agreement and Covenants.

Adopted:

Mason Schramm, Mayor

ATTEST:

Lisa Yardley, Finance Officer

David M. Hosmer, Esq.

505 W. Riverside Drive, Yankton, SD 57078
605-661-2947

October 28, 2024

VIA EMAIL ONLY

Yankton Board of City Commissioners & City Manager Leon
416 Walnut
Yankton, SD 57078

Re; Corner Kick, LLC

Dear Yankton Board of City Commissioners & City Manager Leon,

As you know, I am legal counsel for Corner Kick, LLC, which is owned by Van Buskirk Properties and Stephanie Tamisiea Interiors. The entity previously signed an Agreement whereby the City granted an option to Corner Kick, LLC for a parcel of ground located in north of Yankton adjacent to Highway 81.

On behalf of Corner Kick, LLC, we respectfully request that the City extend the options for an additional eighteen months.

If you have questions, please do not hesitate to contact me. Thank you.

Very truly yours,



David M. Hosmer

CC: Client

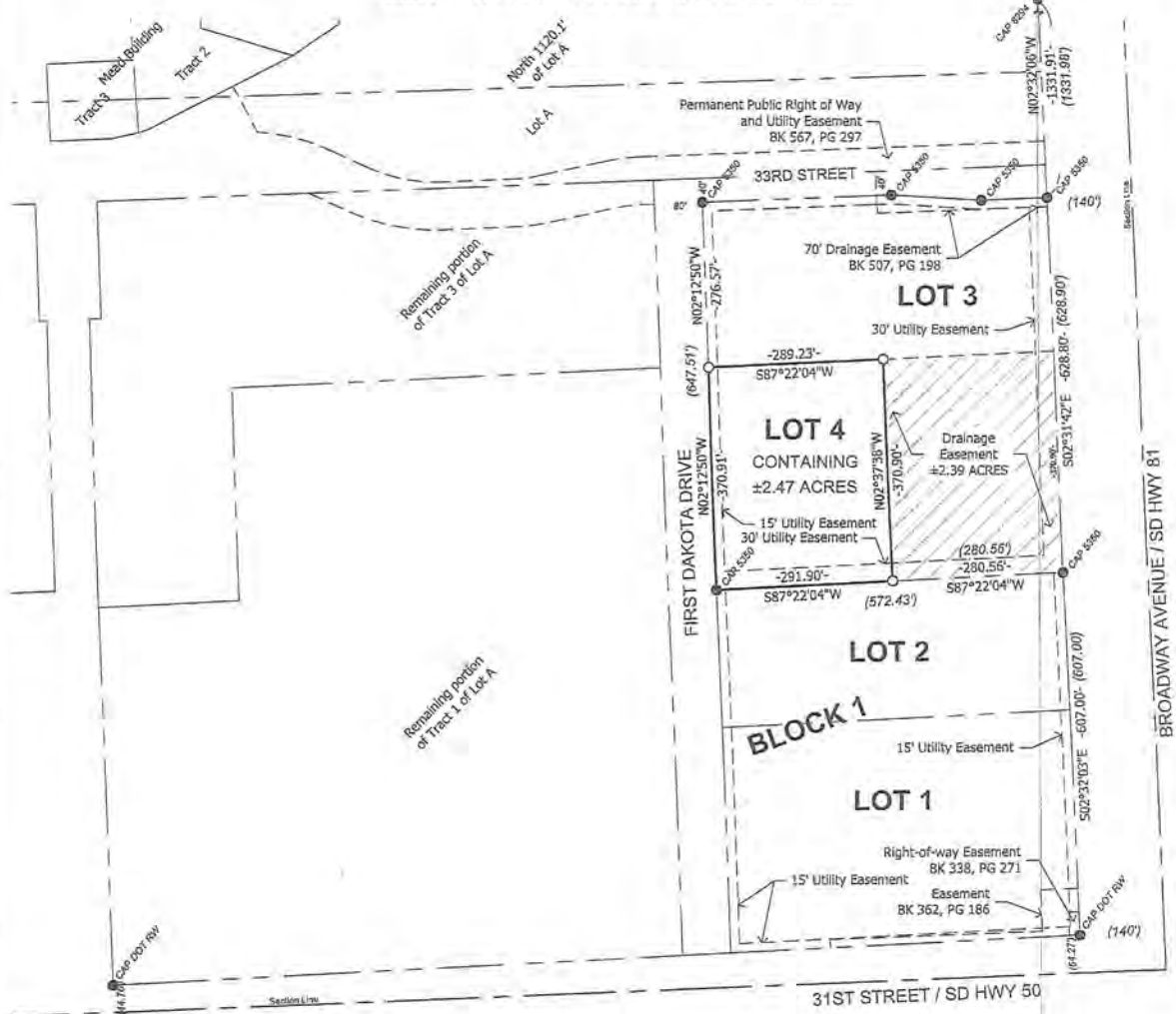
Lot 3 - Mead's Addition Location Map

North



**PLAT OF
LOT 4 IN BLOCK 1 OF MEAD'S ADDITION TO THE CITY OF YANKTON, SOUTH DAKOTA**

(A portion of Lot 3 in Block 1 of Mead's Addition to the City of Yankton, South Dakota, recorded in Book S21 of Plats on Page 040)
CONTAINING 2.47 ACRES MORE OR LESS



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

SURVEYOR'S NOTES

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

SURVEYOR'S CERTIFICATE

I, Brett R. Kennedy, a Registered Land Surveyor in the State of South Dakota, do hereby certify that at the request of the owner, and under their direction, did on or prior to May 3, 2024, I have surveyed Lot 3 in Block 1 of Mead's Addition to the City of Yankton, South Dakota recorded in Book S21 of Plats on Page 040, with area and dimensions as shown on the plat:

A portion shall hereafter be known and described as **LOT 4 IN BLOCK 1 OF MEAD'S ADDITION TO THE CITY OF YANKTON, SOUTH DAKOTA.**

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

I have executed this document this 7th day of May, 2024.

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



PLAT

Sheet 1 of 2

Mead's Addition
Lot 4 in Block 1
Yankton, South Dakota
SB PROJECT #: 24159



**ADDENDUM TO
OPTION TO PURCHASE REAL ESTATE AGREEMENT**

This ADDENDUM TO OPTION TO PURCHASE REAL ESTATE PURCHASE AGREEMENT (“Agreement”) is between the **City of Yankton**, (“Grantor”), and **Yankton Thrive, Inc.** (“Grantee”).

RECITALS

WHEREAS on March 29, 2023, Grantor and Grantee entered into an *Option to Purchase Real Estate Agreement* (referred to herein as the “Option”); and

WHEREAS the Option grants Grantee a non-exclusive option to purchase the real property legally described as follows:

Lot Three, Block One (1) of Mead’s Addition, to the City of Yankton, Yankton County, South Dakota, except the +/- 2.39 acre draingage easement as per the plat recorded in Book S 21, Page 40.

(referred to herein as the “Property”) and;

WHEREAS the Option permits Grantee to exercise the option in three phases and sets forth a deadline for Grantee to exercise each phase; and

WHEREAS the option has already been exercised with respect to Phase 3; and

WHEREAS the Grantor and Grantee wish to extend the deadline for Grantee to exercise the option with respect to Phase 1 and Phase 2;

THEREFORE the parties agree to amend the Option as follows:

AGREEMENT

Paragraph 2 shall be deleted in its entirety and replaced as follows:

2. **Option Rights.** The parties agree that beginning upon the execution of this Agreement by both parties, Grantee shall have a non-exclusive option to purchase the Property for the purchase price of Fifty Thousand Dollars (\$50,000.00) per acre, which purchases may take place in phases within the time frames set forth herein:
 - (A) The Option rights granted herein for the portion of the Property depicted within Exhibit A as Phase 1 (described as the East Two-Thirds of the Northeast Quarter of Lot Three (3), Block One (1) of Mead’s Addition, along with a private

frontage roadway along the northern boundary of Lot 3 sufficient to reach a single City-approved 33rd Street intersection) shall terminate **Thirty-six (36) months** following the date this Agreement is executed (the "Phase 1 Option Period");

- (B) If not earlier terminated by Grantee's failure to timely exercise the option rights attributable to Phase 1 as set forth herein, the option rights granted herein for the portion of the Property depicted within Exhibit A as Phase 2 (described as the West One-Third of the Northeast Quarter of Lot Three, Block One of Mead's Addition, along with a private north-south roadway along the eastern boundary of the Northwest Quarter of Lot 3 connecting to the single City-approved 33rd Street intersection) shall terminate **Fifty-four (54) months** following the date this Agreement is executed (the "Phase 2 Option Period").

Although the option on each Phase need not be exercised in the order contemplated by this Agreement, if Grantee fails to timely exercise the option to purchase any defined Phase before the expiration of its established Option Period, all remaining unexercised option rights granted herein shall automatically terminate. In order to exercise the option with respect to any Phase prior to the expiration of its Option Period, Grantee shall give Grantor written notice of Grantee's intent to purchase the Property by signing and providing Grantor with a written real estate purchase agreement containing the terms set forth in the *First Amended Real Estate Purchase Agreement* attached hereto as Exhibits B2 for the Phase upon which Grantee wishes to exercise the option, receipt of which by Grantor shall be deemed Grantor's acceptance of the sale on such terms. If Grantee timely executes and provides to Grantor a signed purchase agreement, the parties shall expeditiously proceed to closing in accordance with the terms of the Purchase Agreement. Grantee's failure to successfully close on the purchase within the time frames established within the Exhibit B2 Purchase Agreement without a written extension or termination of the Purchase Agreement signed by Grantor shall result in termination of this Agreement and the option rights granted herein.

Notwithstanding the foregoing, the parties agree that the sale by Grantor of any portion of the real property subject to this Agreement to a third party in accordance with paragraph 4, does not result in the termination of any option rights except those related to the property sold to the third party. For example, if Grantor sells the property identified as Phase 1 and a portion of Phase 2 to a third party within

one year of the execution of this Agreement, Grantee shall still have the option to purchase the remainder of Phase 2 and all of Phase 3 according to the option periods established herein.

Exhibit B attached to the original Option shall be deleted in its entirety and replaced with Exhibit B2 attached hereto.

Grantor and Grantee reaffirm all other provisions of the original Option to Purchase Real Estate Agreement.

GRANTOR:

Dated this _____ day of November, 2024.

City of Yankton

By: Amy Leon
Its: City Manager

STATE OF SOUTH DAKOTA)
 :§
COUNTY OF YANKTON)

On this ____ day of November, 2023, before me, the undersigned officer, personally appeared Amy Leon, who acknowledged herself to be the City Manager of the **City of Yankton**, a South Dakota municipal corporation, and that she as such City Manager, being authorized so to do by vote of the City Commission, executed the same for purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

(SEAL)

Notary Public
My Commission Expires:

GRANTEE:

Dated this _____ day of _____, 2024.

Yankton Thrive, Inc.

By: Brian Steward
Its: Director of Finance

STATE OF SOUTH DAKOTA)
 :§
COUNTY OF YANKTON)

On this ____ day of _____, 2023, before me, the undersigned officer, personally appeared Brian Steward, who acknowledged himself to be the Director of Finance of Yankton Thrive, Inc., a South Dakota nonprofit economic development corporation, and she, as such, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Corporation by herself as Chief Executive Officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

(SEAL)

Notary Public
My Commission Expires:

FIRST AMENDED REAL ESTATE PURCHASE AGREEMENT

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

WITNESSETH:

WHEREAS, Seller is currently the owner of certain real property identified in Exhibit A.

WHEREAS the property identified in Exhibit A is divided into 3 parcels, which are identified as Phase 1, Phase 2, and Phase 3;

WHEREAS on March 29, 2023, Seller and Buyer entered into an Option to Purchase (referred to herein as the “Option”) whereby Seller granted Buyer an option to purchase the property identified in Exhibit A as Phase 1 and Phase 2 on the terms set forth in the Option;

WHEREAS the property identified in Exhibit A as Phase 3 has already been purchased pursuant to the terms set forth in the Option

WHEREAS Buyer desires to exercise the option and purchase the following portion of the property identified in Exhibit A as: **(check applicable Phase(s))**

- Phase 1 (Only valid if this Agreement is signed and tendered to Seller within **Thirty-Six (36) Months** from the date the Option was fully executed)
- Phase 2 (Only valid if this Agreement is signed and tendered to Seller within **Fifty-Four (54) Months** from the date the Option was fully executed)

(Hereafter, the Phase(s) Buyer is electing to purchase are referred to herein as the “Property”)

WHEREAS, Seller has agreed to sell and transfer the Property to Buyer at the price and consistent with the terms of the Option, and Buyer desires to exercise the option to purchase the Property from Seller so that the Property may be used for development purposes.

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

1. *Conveyance*. Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase from Seller, the Property, in fee simple, free and clear of all encumbrances except easements, covenants, and restrictions of record as of the date hereof, by good and sufficient warranty deed. Specifically, Buyer acknowledges that the Property is subject to the Covenants attached hereto as Exhibit B, which shall be filed with the Yankton County Register of Deeds prior to closing, as well any other covenants of record.

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

3. *Purchase Price*. In consideration of the conveyance of the Property by Seller, Buyer agrees to pay to the Seller the purchase price set forth in the Option for the Property being purchased. The purchase price shall be paid in full at closing.

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

5. *As-Is*. Buyer acknowledges that the Property is currently an unimproved vacant lot. Buyer has had an opportunity to inspect the Property and agrees to purchase the Property in its "as-is" condition, with no representations or warranties as to the condition of the Property from Seller. Buyer's third-party purchaser shall be responsible for all expenses related to grading the Property, and for all other site development costs, including all costs necessary to bring utility services to the Property, if any.

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

- (a) *Platting*. If not previously completed, upon the execution of this Agreement, Buyer will proceed with due diligence to retain a licensed surveyor to plat the Property into lots corresponding to the Phase(s) being purchased herein, along with a separate lot containing the Detention Pond, and to present the plat to the County for approval. This Seller shall reimburse Buyer for one half of the costs of the plat if

the Detention Pond is created as part of the Plat. Except as set forth herein, the plat shall only include the property identified in the recitals as being subject to this Agreement. All costs associated with the creation of such plat, obtaining all jurisdictional authority approval of the plat, and recording such plat shall be the responsibility of the Seller. Closing of this Agreement is contingent upon Seller obtaining such plat as well as the County's approval of the plat.

- (b) *Closing.* Closing shall occur as soon as possible, and in no event later than 30 days following successful platting of the Property or 60 days after the execution of this Agreement, whichever is later.
- (c) *Sale to Third Party.* Buyer has represented that it intends to resell to a developer to develop the Property in accordance with paragraph 10 below. This Agreement shall be contingent upon the Buyer entering into a Purchase Agreement with a third-party purchaser for the Property and the successful closing of such Agreement contemporaneously with this Agreement. Failure of this condition shall result in the termination of this Agreement.
- (d) *Title Insurance.* Prior to closing, Seller shall deliver to Buyer evidence of title in the form of a current commitment for an Owner's Policy of Title Insurance (the "Title Commitment") setting forth the state of title to the Real Property, the cost of which will be divided equally between Buyer and Seller. Buyer or its third-party developer may elect extended coverage or a lender's policy of title insurance at its own expense. Buyer shall give Seller written notice of Buyer's receipt of the Title Commitment of any objections to the condition of the title as reflected by the Title Commitment. If Seller fails to resolve all objections within 14 days following Seller's receipt of the objection, Buyer shall have the option to terminate this agreement.

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

- (a) At the time of closing, Seller shall be the owner of all right, title and interest in and to the Property and shall have the legal right and ability to transfer and convey all such right, title and interest in and to the Property; and

- (b) Seller shall, at closing, convey the Property to Buyer in fee simple as by good and sufficient Warranty Deed, free and clear of all encumbrances except easements, covenants, and restrictions of record.

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

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

10. *Development Plan, Construction, and Use.* Buyer has represented that it intends to resell the Property to a Third Party Purchaser to develop the Property. Buyer acknowledges that this Agreement is, in part, based upon the Third Party Purchaser's intended development plans for the Property. Buyer's Third Party Purchaser intends to develop the Property in phases. The development shall be completed in accordance with the zoning ordinance and applicable covenants. The site layout, exterior design, aesthetics, and character of construction shall be subject to approval by Yankton's City Manager in her or his sole discretion prior to the issuance of a building permit.

11. *Development Timeline and Option to Repurchase.* All improvements approved by the Yankton City Manager pursuant to paragraph 10 shall begin within two years (2) years of the closing date and shall be substantially completed within thirty-six (36) months thereafter. If conditions outside of the Third Party Purchaser's reasonable control prevent the Third-Party Purchaser from meeting the construction deadlines set forth herein, including, but not limited to circumstances caused by a pandemic, war, or acts of God, the third-party purchaser may request an extension, which shall not be unreasonably denied by the City of Yankton. Unless the construction deadline is extended, if Buyer's Third Party Purchaser fails to commence or substantially complete construction of the initial phase according to the deadlines set forth herein, the City of Yankton shall have the option to repurchase the Property. These conditions shall be binding upon the Third Party Purchaser's successors and assigns.

The City's option purchase price shall be equal to the purchase price paid for the acquisition of the Property. If the option is exercised, all improvements and landscaping upon the Property, shall become the property of the City of Yankton at no extra charge. To allow for enforcement of these rights, the Warranty Deed issued to Buyer shall include an irrevocable option containing the foregoing terms exercisable by the City of Yankton, which shall be recorded with the Register of Deeds as a property right granted to the City, which shall run with the land.

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

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

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

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

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

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

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

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

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

execute all documents necessary to effectuate this Agreement on behalf of Yankton Thrive, Inc.

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

BUYER

Yankton Thrive, Inc.

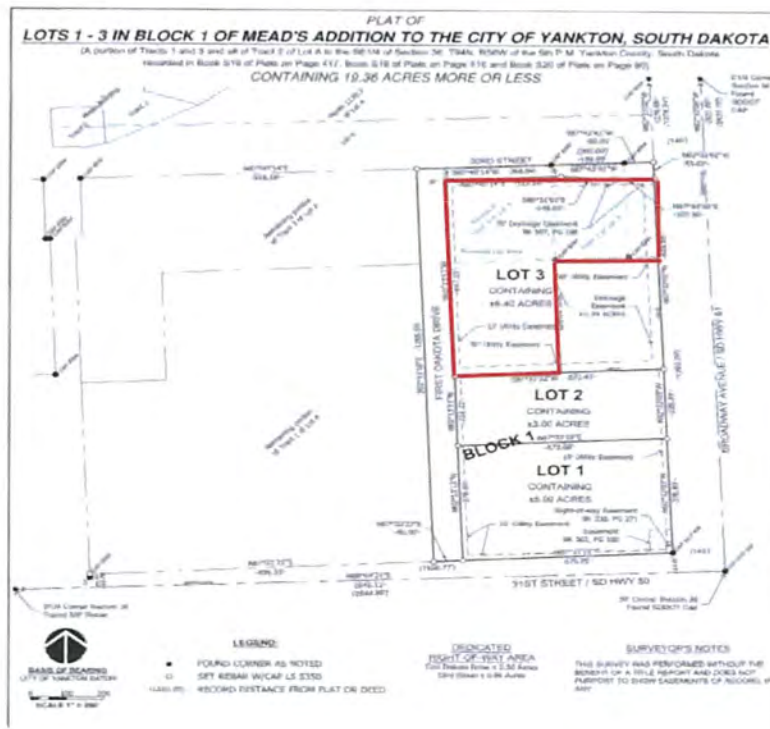
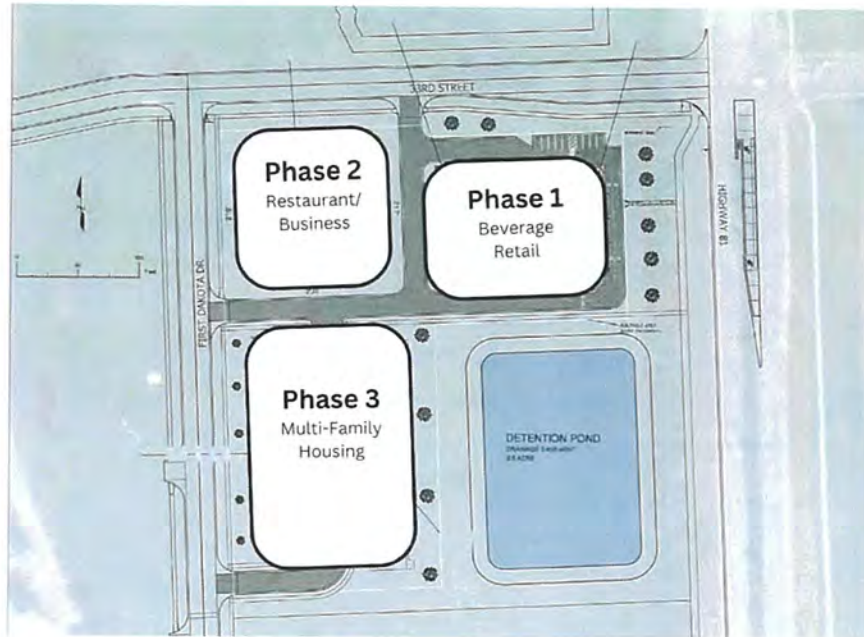
SELLER

City of Yankton

By: Brian Steward
Its: Finance Director

By: Amy Leon
Its: City Manager

Purchase Agreement
Exhibit A
of
Option to Purchase Real Estate Agreement
Lot 3 except the +/- 2.39 Acre Drainage Easement in Block 1 of
Mead's Addition to the City of Yankton.



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

DECLARATION OF COVENANTS

This Declaration of Covenants is made as of _____, 2023, by the **CITY OF YANKTON**, a South Dakota municipal corporation (“City”) with its principal registered office located at 416 Walnut Street, Yankton, South Dakota 57078.

RECITALS

WHEREAS, the City is the owner of approximately ____ acres of real property legally described as follows:

{INSERT LEGAL}

Referred to herein as the “Real Property”.

WHEREAS, because the City desires to establish a general plan for improvement and development of the Real Property, it hereby makes the following restrictive covenants running with the land as set forth herein. Said restrictive Covenants are applicable to all of the Real Property, and each conveyance hereafter made shall be subject thereto, and each Grantee, its successors, and assigns, if any, therein shall agree thereto as follows:

NOW THEREFORE, the City hereby declares the following covenants on the “Real Property”:

1. **Zoning**. The Real Property shall be developed in accordance with the applicable zoning requirements.

2. **Uses Specifically Not Allowed on the Site.** In addition to uses prohibited under the zoning regulations applicable to the Real Property, the following uses are also prohibited on the Real Property subject to these covenants:
 - Uses requiring a Type A Dance License.
 - Gas Stations/Convenience Stores.
 - Truck Stops.
 - Non-taxable/non-profit entities including, but not limited to, churches, charities, governmental agencies, and some schools.

3. **Site Improvements.** Prior to the issuance of any building permit and commencement of vertical construction upon the Real Property, all plans for improvements on the Real Property, including exterior elevation drawings, landscaping/pavement layout and designs, and exterior building materials, shall be subject to the approval by the Yankton City Manager (in the exercise of his or her absolute discretion), including, but not limited to, the site layout, exterior design, aesthetics, character of construction and landscaping. All exterior sides of all structures shall be of “finished” construction using materials similar to the exterior customer frontage. No corrugated metal shall be permitted as the outermost exterior building material. All HVAC and utility housings shall be fenced or housed in a manner that completely hides such items from view. All improvements upon the Property shall be in accordance with the plan approved by the City Manager.

4. **Successors.** The covenants contained herein, shall run with the land and shall bind and inure to the benefit of the parties hereto and their respective heirs, successor, and assigns.

5. **Effective Date & Duration.** This instrument shall become effective on the date of the full execution by the City.

6. **Headings.** The headings of the paragraphs contained herein are intended for reference purposes only and shall not be used to interpret the agreements contained herein or the rights granted hereby.

7. **Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

8. **Enforcement.** Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction.
9. **Waiver.** Failure by the City to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
10. **Law Governing.** This agreement shall be governed by and construed in accordance with the laws of the State of South Dakota, without regard to conflicts of law principles.
11. **Covenants.** All owners of Real Property subject to these covenants may record additional covenants that do not conflict with any found herein, so long as they are approved and signed by all owners.
12. **Authority.** Any questions regarding the application of these restrictions shall be resolved by the City Manager of the City of Yankton with the right of any party to appeal the decision to the Board of City Commissioners of the City of Yankton, South Dakota.

OWNERS CERTIFICATE AND DEDICATION

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

IN WITNESS WHEREOF, by supermajority vote of the Yankton Board of City Commissioners, the City Manager is thereby authorized to execute this instrument.

CITY OF YANKTON,
A South Dakota Municipal Corporation

By: Amy Leon, City Manager

ATTEST:

Al Viereck, Finance Officer

Memorandum #24-240

To: City Manager
From: Finance Department
Date: November 7, 2024
Subject: Peddler's License

We have received three applications for a Peddler's License from:

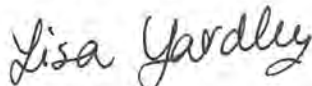
Renuity Operations LLC
DBA Mad City Windows & Baths
710 N Ebenezer Ave Suite 201
Sioux Falls, SD 57107

Jennifer Hohn, Maraia Kruske, and Dekota Hubbard are requesting a license to go house-to-house offering free estimates of home remodeling projects for the period of November 13 to November 20, 2024.

A check with the state sales tax office revealed that the business does have a SD sales tax number. A bond and license fee has been submitted along with each application form.

Two applicants, Maraia & Dekota, are in compliance with all police codes as checked by the Yankton Police Department. The third applicant Jennifer Hohn was not approved by the Chief of Police due to failure to disclose history in her application with numerous undisclosed criminal convictions; therefore, we request her application to be denied.

Respectfully submitted,




Lisa Yardley
Finance Officer

Recommendation: It is recommended that the City Commission approve the applications from Dekota Hubbard and Maraia Kruske for a peddler's license on behalf of Renuity Operations LLC, d/b/a Mad City Windows & Baths to go house to house offering free estimates of home remodeling projects for the period of November 13 to November 20, 2024. The peddler's license application from Jennifer Hohn is recommended to be denied.

X I concur with this recommendation.

 I do not concur with this recommendation.


Amy Leon
City Manager

 Roll Call

APPLICATION FOR LICENSE
CITY OF YANKTON, COUNTY OF YANKTON,
STATE OF SOUTH DAKOTA

To the Honorable Mayor and Board of City Commissioners:
Application for license to engage in the business of Peddler/Solicitor located at Yankton, South Dakota,
for the period of one year from January 1, November 13, 2024 To December 31, November 20, 2024
FEE: \$200.00 per person Monthly, \$75.00 per person Weekly or \$25.00 per person Daily.
The hours of operation for any persons operating as peddlers or solicitors in the City of
Yankton shall be limited to 8:00 AM to 8:00 PM.

TOTAL FEE ENCLOSED: _____ NEW RENEWAL

Applicant Name/Description: Maraia Kruske Date of Birth: 9/12/2004

Address, legal & local: 11241 Nevada Gulch Rd

City: Lead State: SD Zip: 57754

Phone: 605-645-2460 e-mail: mkruske@madcitywindows.com

Length of Residence in State: 20 yrs

Name/Address of Employer: Renuity Operations LLC DBA Mad City Windows & Baths
710 N. Ebenezer Ave, Suite 201 Sioux Falls, SD 57107

Description of business and goods to be sold: Free Estimates on home remodeling projects (windows Baths Patio doors & Kitchens)

Method of Sale: Door-to-door

Description of vehicle White Crysler Voyager Mad City wrapped

License number and state of registration: AXG-2997 Wisconsin

Has applicant been convicted of any crime, misdemeanor, or violation of municipal ordinance? NO
If so, state nature of offense and penalty assessed: _____

List reliable evidence as may be necessary for an investigator to properly evaluate your character and
business responsibility: Background Check needed

\$500 City Bond See attached Expiration Date: _____

SD State Sales Tax No.: 1040-8334-ET

By: Maraia Kruske Title: Promoter

Applicant's Signature: Maraia Kruske

Instructions: File this application form along with the appropriate license fee and updated copy of a \$500
bond in favor of the City of Yankton, to the City Finance Officer, PO Box 178, Yankton, SD 57078, at least 10
days prior to the next scheduled meeting of Board of City Commission. Questions? Contact: 605-668-5243.

Please refer to the attached Municipal Code: Chapter 13. Division 4. Peddlers and Solicitors, Sec. 13-91 to Sec. 13-
100. To see the City's Municipal code online go to cityofyankton.org and select "Get Public Documents--Online Code
of Ordinances."

For Finance Office Use Only: _____

Applicant is hereby approved: _____

Fee Paid \$ 75.00 Receipt No. 95384 License No. 9993

APPLICATION FOR LICENSE
CITY OF YANKTON, COUNTY OF YANKTON,
STATE OF SOUTH DAKOTA

To the Honorable Mayor and Board of City Commissioners:

Application for license to engage in the business of Peddler/Solicitor located at Yankton, South Dakota,
for the period of one year from January 1, November 13, 2024 To: December 31, November 20, 2024

FEE: \$200.00 per person Monthly, \$75.00 per person Weekly or \$25.00 per person Daily.
The hours of operation for any persons operating as peddlers or solicitors in the City of
Yankton shall be limited to 8:00 AM to 8:00 PM.

TOTAL FEE ENCLOSED: _____ NEW RENEWAL

Applicant Name/Description: Dekota Hubbard Date of Birth: 4/25/2003

Address, legal & local: 216 n 2nd st SW

City: Highmore State: SD Zip: 57345

Phone: 605-870-9489 e-mail: dhubbard@madcitywindows.com

Length of Residence in State: 21 yr

Name/Address of Employer: Renuity Operations LLC DBA Mad City Windows & Baths
710 N. Ebenezer Ave, Suite 201 Sioux Falls, SD 57107

Description of business and goods to be sold: Free Estimates on home remodeling projects (windows, Baths, Patio doors & Kitchens)

Method of Sale: Door-to-door

Description of vehicle White Crysler Voyager Mad City wrapped

License number and state of registration: AX6-2997, Wisconsin

Has applicant been convicted of any crime, misdemeanor, or violation of municipal ordinance? NO
If so, state nature of offense and penalty assessed: _____

List reliable evidence as may be necessary for an investigator to properly evaluate your character and
business responsibility: Background Check needed

\$500 City Bond: Sec attached Expiration Date: _____

SD State Sales Tax No.: 1040-8334-ET

By: Dekota Hubbard Title: Promoter

Applicant's Signature: [Signature]

Instructions: File this application form along with the appropriate license fee and updated copy of a \$500
bond in favor of the City of Yankton, to the City Finance Officer, PO Box 176, Yankton, SD 57078, at least 10
days prior to the next scheduled meeting of Board of City Commission. Questions? Contact: 605-668-6243.

Please refer to the attached Municipal Code: Chapter 13, Division 4, Peddlers and Solicitors, Sec. 13-91 to Sec. 13-
100. To see the City's Municipal code online go to cityofyankton.org and select "Get Public Documents-Online Code
of Ordinances."

For Finance Office Use Only:

Applicant is hereby approved: _____

Fee Paid \$ 75.00 Receipt No. 95384 License No. 9994

APPLICATION FOR LICENSE
CITY OF YANKTON, COUNTY OF YANKTON,
STATE OF SOUTH DAKOTA

To the Honorable Mayor and Board of City Commissioners:
Application for license to engage in the business of **Peddler/Solicitor** located at Yankton, South Dakota,
for the period of one year from ~~January 1,~~ November 13, 2024 To ~~December 31,~~ November 20, 2024

FEE: \$200.00 per person Monthly, \$75.00 per person Weekly or \$25.00 per person Daily.
The hours of operation for any persons operating as peddlers or solicitors in the City of
Yankton shall be limited to 8:00 AM to 8:00 PM.

TOTAL FEE ENCLOSED: _____ NEW RENEWAL

Applicant Name/Description: Jennifer Hohn Date of Birth: 6/26/1983

Address, legal & local: 108 e 40th st

City: Sioux Falls State: SD Zip: 57105

Phone: 605-401-9649 e-mail: jhohn@madcitywindows.com

Length of Residence in State: Byrs

Name/Address of Employer: Renuity Operations LLC DBA Mad City Windows & Baths
710 N. Ebenezer Ave, Suite 201 Sioux Falls, SD 57107

Description of business and goods to be sold: Free Estimates on home remodeling projects (windows Baths Patio doors & Kitchens)

Method of Sale: Door-to-door

Description of vehicle: White Crysler Voyager Mad City wrapped

License number and state of registration: AXG-2997, Wisconsin

Has applicant been convicted of any crime, misdemeanor, or violation of municipal ordinance? NO
If so, state nature of offense and penalty assessed: _____

List reliable evidence as may be necessary for an investigator to properly evaluate your character and
business responsibility: Background Check needed

\$500 City Bond: See attached Expiration Date: _____

SD State Sales Tax No.: 1040-8334-ET

By: Jennifer Hohn Title: Promoter

Applicant's Signature: [Signature]

Instructions: File this application form along with the appropriate license fee and updated copy of a \$600
bond in favor of the City of Yankton, to the City Finance Officer, PO Box 176, Yankton, SD 57078, at least 10
days prior to the next scheduled meeting of Board of City Commission. Questions? Contact: 605-668-5243.

Please refer to the attached Municipal Code: Chapter 13. Division 4. Peddlers and Solicitors, Sec.13-91 to Sec. 13-
100. To see the City's Municipal code online go to cityofyankton.org and select "Get Public Documents--Online Code
of Ordinances."

For Finance Office Use Only: _____

Applicant is hereby approved: _____

Fee Paid \$ 75.00 Receipt No. 95384 License No. 9992