



**CITY OF YANKTON**

**2022\_02\_28**

**CITY COMMISSION  
MEETING**



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

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## **YANKTON BOARD OF CITY COMMISSIONERS**

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

**Monday, February 28, 2022**

**City of Yankton Community Meeting Room**

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

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

<https://www.youtube.com/channel/UCD1a1hf1dIkiLVSXnmDRQg/live>

Rebroadcast Schedule: Tuesday @ 7:30pm, on channels 3 & 45

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### **I. ROUTINE BUSINESS**

**1. Roll Call**

**2. Approve Minutes of regular meeting of February 14, 2022**

**Attachment I-2**

**3. City Manager's Report**

**Attachment I-3**

**4. 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. Transient Merchant License and Special Events Dance License**

Consideration of Memorandum #22-34 recommending approval of the applications from the Rock'n Rumble for:

- A) Transient Merchant License for July 23, 2022;
- B) Special Events Dance License for July 23, 2022

**Attachment II-1**

**2. Transient Merchant License and Special Events Dance License**

Consideration of Memorandum #22-35 recommending approval of the applications from the Ribfest for:

- A) Transient Merchant License for June 11, 2022;
- B) Special Events Dance License for June 11, 2022

**Attachment II-2**

**III. OLD BUSINESS**

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

**1. Public hearing for sale of alcoholic beverages**

Consideration of Memorandum #22-29 regarding the request for a Special Events (on-sale) Liquor License for March 4, 2022 from Stripes, Inc. dba Mojo's 3<sup>rd</sup> Street Pizza (Jeff Dayhuff, Owner), 106 E. 3<sup>rd</sup> Street, NFAA, 800 Archery Lane, Yankton, SD.

**Attachment III-1**

**2. Public hearing for sale of alcoholic beverages**

Consideration of Memorandum #22-30 regarding the request for a Special Events (on-sale) Liquor License for June 11, 2022 from Rock 'N Rumble, Inc. dba Yankton RibFest (Michael Carda, President), The block of 3<sup>rd</sup> Street between Cedar Street & Walnut Street plus ½ block West on 3<sup>rd</sup> St. to alley, half of Walnut Street to alley & half block North South on Walnut & 3<sup>rd</sup> Street, Yankton, S.D.

**Attachment III-2**

**3. Public hearing for sale of alcoholic beverages**

Consideration of Memorandum #22-31 regarding the request for a Special Events (on-sale) Liquor License for July 23, 2022 from Rock 'N' Rumble, Inc. (Michael Carda, President), dba Rock 'N' Rumble, 3<sup>rd</sup> St. from Douglas to ½ block East on Capitol, plus intersecting Capitol Street, ¼ Block North to ½ Block South, Yankton, S.D.

**Attachment III-3**

**4. Public hearing for sale of alcoholic beverages**

Consideration of Memorandum #22-32 regarding the request for a Special Events Malt Beverage (on-sale) Retailers License for 1 day, March 17, 2022 from The Center (Kriss Thury, Executive Director), 900 Whiting Drive, Yankton, South Dakota.

**Attachment III-4**

**5. Public hearing - Second Reading – Consumption Ordinance**

Consideration of Memorandum #22-25 regarding the second reading and public hearing regarding the Consumption Ordinance.

**Attachment III-5**

6. **Public hearing – Second Reading – Special Event No Parking Ordinance**  
Consideration of Memorandum #22-26 regarding the second reading and public hearing regarding the Special Event No Parking Ordinance.

**Attachment III-6**

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

#### **IV. NEW BUSINESS**

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

1. **Easement & Agreement with B-Y Water**  
Consideration of Memorandum #22-38 recommending approval of an easement for a B-Y Water Service valve including associated engineering and administrative documents  
**Attachment IV-1**
2. **Eticket Software & Equipment for Police Department**  
Consideration of Memorandum #22-37 regarding Purchase of Eticket Software and Equipment for Police Department  
**Attachment IV-2**
3. **Agreement for Professional Services with KLJ**  
Consideration of Memorandum #22-39 regarding Agreement for Professional Services with KLJ for Taxiway Rehab Project  
**Attachment IV-3**

#### **V. OTHER BUSINESS**

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

#### **VI. ADJOURN INTO EXECUTIVE SESSION TO DISCUSS CONTRACTUAL, LITIGATION AND PERSONNEL MATTERS UNDER SDCL 1-25-2**

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

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

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

## **VII. RECONVENE AS BOARD OF CITY COMMISSIONERS**

1. Roll Call

## **VIII. ADJOURN THE MEETING OF FEBRUARY 28, 2022**

*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  
FEBRUARY 14<sup>TH</sup>, 2022**

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

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

Quorum present.

Action 22-024

Moved by Commissioner Maibaum, seconded by Commissioner Johnson, to approve Minutes of regular meeting of January 24, 2022.

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

Motion adopted.

Action 22-025

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

1 Office Solution - Reception Chairs - \$692.03; A+ Improvements - Roof Repairs - \$399.97; Action Targets - Targets - \$346.46; Adobe Creative Cloud - Computer Program - \$85.18; Adobe Stock - Computer Programs - \$31.94; AFSCME Council 65 - Employee Deduction - \$856.90; All Partitions - Shop Supplies - \$40.00; ALS Technologies - LL Targets, Gun Cleaner - \$186.60; Amazon - Office Supplies - \$128.56; Amazon - Office Supplies - \$31.91; Amazon - Chalk For Weight Room - \$31.98; Amazon - Janitorial Supplies - \$29.99; Amazon - DVD's - \$408.57; Amazon - Janitorial Supplies - \$23.97; Amazon - Space Heaters - \$129.98; Amazon - Janitorial Supplies - \$30.81; Amazon - Program Supplies - \$152.84; Amazon - Cash Register Mounts - \$104.00; Amazon - Program Supplies - \$9.99; Amazon - Program Supplies - \$5.49; Amazon - League Volleyballs - \$70.54; Amazon - DVD's - \$153.85; Amazon - Janitorial Supplies - \$57.77; Amazon - Air Filters - \$1,547.59; Amazon - Book - \$12.14; Amazon - Chain Retainer - \$18.08; Amazon - Guard Masks - \$762.75; Amazon - Lead & Circuit Test - \$32.99; Amazon - Program Supplies - \$9.98; Amazon - Office Supplies - \$206.88; Amazon - Book - \$9.80; Amazon - Office Supplies - \$28.99; Amazon - Books - \$42.45; Amazon - Air Filters - \$1,399.93; Amazon - Program Supplies - \$6.80; Amazon - Books - \$446.56; American Family Life Corp - Cancer & ICU Premiums - \$6,017.84; AmericInn Of Dewitt - Travel Hotel-Funeral - \$101.00; A-Ox Welding Supply - Welding Wire - \$507.85; A-Ox Welding Supply - Welder - \$4,419.19; Applied IND Tech - Annual Oil And Belts - \$445.92; AT&T - Phone - \$167.05; AT&T - Data - \$1,100.06; AutoZone - Grease, Antifreeze - \$324.86; Avera Education & Staffing - Training - \$165.00; Avera Health Plans - Low Deductible Premiums - \$89,290.03; Avera Sacred Heart - Testing - \$583.00; Axvoice - Dialer Service - \$21.44; Baker-Taylor - Books - \$581.55; Banner Associates - Engineering Service - \$39,686.01; Blackstrap - Road Salt - \$5,364.50; Bomgaars - Drill And Sawzall - \$2,190.98; Book Systems - Atrium - \$3,195.00; Border States Electric Supply - Tech Support - \$2,955.53; Bouza/Ashley - Travel Reimbursement - \$132.27; Buffalo Wild Wings - Travel Expense - \$10.52; Buhl's Cleaners - Towel Cleaning - \$464.42; Building Sprinkler - Inspect Fire Sprinkler - \$286.82; Butler Machinery - Engine Repairs - \$7,613.10; C & B Yankton - Mower Filter - \$16.22;

Casey's - Fuel - \$20.00; Casey's - Fuel - \$91.06; Casey's - Fuel - \$34.04; Cedar Knox Public Power Dist - Electricity - \$1,398.25; Center Point - Large Print Books - \$141.42; Centerline Supply - Road Paint - \$5,392.10; CenturyLink - Phone - \$1,297.44; CFS Flowers And Gifts - Funeral Arrangement - \$81.94; Christensen Radiator A - Plow Markers - \$303.08; City Of Vermillion - Jt Power Cash Trans - \$54,608.76; City Of Yankton-Central Garage - Rubbish - \$12.00; City Of Yankton-City Hall - Garbage - \$12.00; City Of Yankton-Fire Dept - Garbage - \$21.92; City Of Yankton-Solid Waste - Compacted Garbage - \$15,780.09; City Of Yankton-Street - Rubbish - \$77.08; City Utilities - WTR-WW Charges - \$4,482.71; Concrete Material - Asphalt - \$10,405.00; CRC Sand 7 Gravel - Crushed Concrete - \$8,460.39; Creative Forms & Concepts - 1099 Forms - \$82.89; Crescent Electric - Lightbulbs - \$3,091.37; Culvers - Travel Expense - \$7.73; Daktronics - Postage - \$10.00; Danko Emergency Equipment - Akron Kit - \$132.32; De Lage Landen Public Finance - Golf Car Lease - \$33,165.64; Department Of Agriculter - Permit Fees - \$15,272.50; Dept Of Corrections - Doc Work Program - \$214.20; Dept Of Social Services - SD Child Support - \$2,508.58; Design Solutions & Integration - Controls - \$470.36; Dollar Tree - Program Supplies - \$9.60; Drug Education Press - Ad - \$155.00; EB Art Of Reading SMO - Training - \$109.34; eBay - Toner - \$42.99; eBay - As400 Battery - \$90.10; eBay - Charger - \$17.50; Echo Electric Supply - Led Kit - \$476.82; Eco Waters - Reverse Osmosis Rent - \$108.00; Ehresmann Engineering - Tubes - \$751.22; Electrical Engineering & Equip - Annual Inspection - \$345.00; Facebook - Advertising - \$25.00; Fastenal Company - Disposable Gloves - \$895.16; FBI National Academy A - Annual Membership - \$110.00; Feimer Construction - Demolition - \$17,146.67; Ferguson Enterprises - 2" Meters - \$2,816.28; Findaway - Wonderbooks - \$702.86; First Dakota Nat'l Bank HSA - HSA Contributions - \$7,993.08; First National Bank FSA - Cafeteria Plan - \$1,160.00; Flowers On The Side - Funeral Arrangement - \$47.80; Fluitek Corporation - Aeration Blower Filters - \$654.83; G And R Controls - Lab Air Damper - \$372.50; Gary's Repair Wrecker - Tow Of Vehicle - \$150.00; Geotek Eng & Testing Serv - Testing - \$1,438.00; Gerstner Oil - Oil - \$93.00; Gerstner Oil - Fuel - \$23,725.08; Girton Adams - Sludge Heater Parts - \$430.31; Grainger - Pool Supplies - \$152.18; Guardian Alliance - Background Checks - \$152.00; Haas/James - Boot Reimbursement - \$130.00; Hach Company - Lab Equipment - \$3,740.09; Hanson Briggs - Measurement Scales - \$273.77; Hanson Briggs - Deposit Tickets - \$192.44; Hard Drive Central - Copier - \$65.95; Hawkins - Chemicals - \$22,558.38; Hilton Hotels - Conference - \$137.76; Hofer/Kasey - Travel Expense - \$90.00; Holiday Inn Express - Travel Expense - \$247.98; Hulstein Excavation - 23rd Const C-15-21 - \$41,243.85; Hy-Vee - Retirement Supplies - \$183.43; IACP - IACP Annual Dues - \$1,065.00; ICMA Retirement Trust - 457 - ICMA Contributions - \$3,562.02; Interstate Batteries - Battery Backup - \$1,999.60; Intl Inst Of Mun Clerks - IIMC Membership Dues - \$290.00; Isa - Arbor Day - \$234.29; J & H Care & Cleaning Company - Janitorial Services - \$4,000.00; J2 Metrofax - Fax - \$9.95; Jacks Uniforms & Equipment - Uniforms - \$123.34; JCL Solutions - Cleaning Supplies - \$565.70; JD North America Parts - On-Off Switch - \$37.45; JJ Benji's - Uniforms - \$362.00; Johnson Controls - Pool Service Agreement - \$5,593.68; Kaiser Heating And Cooling - Monument Flag Poles - \$3,986.33; Kaiser Refrigeration - Chainsaw Oil - \$95.46; Kaiser Refrigeration - Repairs - \$340.59; Koletzky Implement - Shock - \$41.75; Kopetsky's Ace Hardware - Staple Gun /Socket Set - \$339.06; Language Line - Interp Service - \$136.44; Larry's Heating & Cooling - Ac Repairs - \$608.94; Layne Christensen Company - Well Testing - \$495.00; LLRMI - Online Training - \$150.00; Locators & Supplies - Gloves - \$39.98; Long's Propane Service - Propane Refill - \$14.63; Macqueen Emergency Equipment - Equipment Repairs - \$141.30; Mark's Machinery - Mower Repairs - \$817.65; Mead Lumber - Ridgeway Park Repairs - \$418.56; Menard's - Capital Building Repairs - \$3,046.41; MidAmerican Books - Books - \$678.15; MidAmerican Energy - Fuel - \$10,889.92; Mid-States Organized - Annual MOCIC Dues - \$200.00; Midwest Alarm Company - Annual Testing - \$662.50; Midwest Laboratories - Monthly Nutrient Testing - \$357.84; Midwest Radiator - Argon - \$62.70;

Midwest Tire And Muffler - Tires - \$1,782.36; Minnesota Life Insurance - Life Insurance Premiums - \$610.60; Missouri Sedimentation Action - Special Appropriation - \$2,500.00; Molina/Javier - Refund - \$96.75; Morrow/Joseph C. - Design Work - \$2,280.00; Napa Auto Parts - Filter - \$816.23; National Filter - GBT Belt - \$879.13; Nebraska DOR - WH Income Tax - Ne Income Tax Withhold - \$707.35; Nickles/Collin - Refund - \$86.00; Northern Tool - Scaffolding - \$518.07; Northern Truck Equipment Corp - 2021 Yard Tractor 4x2 - \$110,067.41; Northwestern Energy - Electricity - \$90,425.08; NRA Membership - Officer NRA Membership - \$675.00; O'Connor Company - Annual Air Filters - \$1,530.74; Olson's Pest Technician - Pest Control - \$90.00; Olson's Pest Technicians - Pest Control - \$140.00; O'Reilly Auto - Alternator - \$1,292.28; OTC Brands - Program Supplies - \$57.00; Overhead Door - Garage Door Repair - \$125.00; Overhead Door - Door Repairs - \$125.00; Pack And Ship - Total Station Shipping - \$70.75; PayPal - Promotional Stickers - \$256.95; PFS Health Works - CDL Testing - \$234.50; Pitney Bowes - Postage - \$200.00; Plan & Development Dist Iii - Membership Dues - \$13,381.00; Popeye's - Investigation Expense - \$7.56; Posglobal.Com - Cash Register Printer - \$318.85; Prairie Environment - Asbestos Inspection - \$1,470.00; Premier Pyrotechnics - 4th Of July Fireworks - \$27,000.00; Press Dakota - Commission Minutes - \$474.37; Principal Life Insurance - Dental Insurance - \$6,921.40; Quadient Leasing USA - Postage - \$678.00; Racom Corporation - Radio Access - \$35.80; Rawlins Library - Replace Book - \$7.99; Retirement, SD - SD Retirement - \$92,576.32; Retirement, SD System - 401(A) Special Pay - \$15,558.86; Riverside Hydraulics - Hydraulic Fittings - \$488.53; Route1 - Mobile VPN - \$2,389.00; Royal Sport Shop - Shirts And Jacket - \$519.10; Sanitation Products - Repair Parts - \$2,871.13; Schieffer Masonry/Concrete - Meridian Bridge Repairs - \$2,855.56; SD Firefighters Assoc. - SD Firefighter Assn Dues - \$315.00; SDSPS - Subscription - \$35.00; SDSRP - SD Supplemental Plan - \$12,964.00; SESAC - Music License - \$513.00; Sheehan's - Chairs - \$7,497.00; Shell Oil - Travel Expense - \$40.32; Sherwin Williams - Shop Supplies - \$275.68; Shur-Co - Tarps - \$1,150.87; Sign Solutions - Signs - \$20,778.34; Small Business Development - Special Appropriation - \$4,500.00; Smith Insurance Inc/MT & RC - Fire Pak Insurance - \$21,934.00; Southgate - Trailer Tires - \$480.00; Splashtop.Com - Support Software - \$829.00; Standard Insurance Company - Vision Insurance - \$703.79; Staples Direct - Staples - \$23.46; State Supply - Boiler Pump Spare Part - \$338.77; Stockwell Engineers - 31st Analysis - \$4,356.50; Sturdivant's - Filters & Brake Cleaner - \$1,694.20; Subway - Investigation Expense - \$10.20; Teledyne Instruments - Lab Supplies - \$392.00; The Lifeguard Store - Shipping Reel - \$733.41; The Ups Store - Wet Shipping - \$397.23; Thesnowplow.Com - Handle Connector - \$68.35; Third Millennium Assoc.. - Utility Billing - \$654.26; Thomas Scientific Hold - Lab Testing Supplies - \$1,482.93; Traffic Control Corp - Traffic Control Repairs - \$4,454.00; Tre Environmental Strategies - 1st Qtr Testing - \$950.00; Tri Air Testing - Breathing Air Testing - \$532.04; TRK Hosting - Internet Access - \$7.95; Truck Trailer Sales - Brake Air Bag - \$934.60; Truck Trailer Sales - Parts - \$7,162.71; Turner/Alison - Utility Refund - \$81.14; U.S. Post Office-Utility - Utility Billing Postage - \$2,144.06; UKG Workforce Ready - Payroll/HR/TLM Software - \$2,060.75; United States Postal Service - Postage - \$838.53; United States Treasurer - Federal Withholding Tax - \$164,898.03; United Way - United Way - \$122.00; United Way - 1/4 Special Approp - \$9,831.25; Us Bank Equipment Finance - Copier Lease - \$421.13; Us Bank Spa Lockbox Cm9695 - Drink Water C462038-06 - \$894,452.56; USA Blue Book - Lift Station Floats - \$431.30; USPS PO - Po Boxes - \$332.00; USPS PO - Mail Evidence - \$105.20; Vast Broad Band-Vexus - Internet - \$4,235.89; Verizon - Internet Access - \$1,124.47; Viddler - Video Hosting - \$41.29; Vista Print - Business Cards - \$25.69; VWR International - Lab Supplies - \$124.55; Walker Process Equipment - Sludge Tube Gaskets - \$1,627.93; Wal-Mart - Office Supplies - \$143.05; Wal-Mart - Office Supplies - \$268.78; Xerox Financial Services - Copier Lease - \$1,233.16; Yankton Area Arts Assn - Summer Band - \$3,600.00; Yankton Area Prog. Growth - Sales Tax Reimb-4th - \$94,436.06; Yankton County Treasurer - Taxes - \$19.50; Yankton



Fire & Safety Co - New Fire Extinguisher - \$80.00; Yankton Media - Summer Seasonal Ad - \$281.85; Yankton Medical Clinic - Firefighter Physicals - \$3,872.00; Yankton Pizza Ranch - Program Supplies - \$85.00; Yankton Police Department - Alter Uniforms - \$176.89; Yankton Redi Mix - Concrete - \$401.01; Yankton School District 63-3 - 4th Qtr Payment - \$31,863.39; Yankton Thrive - 1/4 Special Approp - \$109,930.75; Yankton Title Co. - Property Purchase - \$108,289.61; Yankton Transit - 1/2 Sp Appropriation - \$22,500.00; Yankton Vol Fire Department - Fire Calls-Jan - \$1,940.00; Yankton Winnelson - Aeration Pump Regulators - \$683.59; Ykt Janitorial & Dt Sc - Janitorial Supplies - \$445.80; Zbox.Com - Cemetery Supplies - \$30.78

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

Salaries By Department: January 2022 Administration \$53,076.46; Finance \$34,484.56; Community Development \$29,664.59; Police/Dispatch \$216,359.61; Fire \$41,625.24; Engineering / Sr. Citizens \$50,216.57; Streets \$49,764.58; Traffic Control \$3,910.13; Library \$29,370.47; Parks / SAC \$74,589.36; Marne Creek \$4,033.60; Water \$38,842.79; Wastewater \$51,520.68; Cemetery \$6,030.89; Solid Waste \$31,087.91; Landfill / Recycle \$23,093.16; Central Garage \$8,053.67

New Hires: Recreation Dept: Sarah Castaneda, Umpire/Referee, \$25/game. Finance Dept: Sara VanderTuig, Accounting Clerk at \$1580.84 bi-weekly. Dispatch Dept: Communication Dispatcher: Angela Jorgensen at \$1620.30 biweekly; Jessica Pettit at \$1620.30 bi-weekly.

Wage Changes: Recreation Dept: Fitness Instr, Tracy Raab, \$13.25 to \$14 hr; Shanna Chytka \$12.50 to \$14 hr; Aerobics Instr, LaVonne Lorenzen \$13.50 to \$14 hr.

Position Changes: Library: Elizabeth Nedved, Circulation Assistant at \$13.26 hr to Library Assistant \$1602.96 bi-weekly; Police Dept: Jericho Osborne from Patrol at \$2000.65 biweekly to Detective \$2158.27 bi-weekly; Preston Crissey from School Resource Officer at \$2164.62 bi-weekly to Police Sergeant \$2324.23 bi-weekly; Skyler Russenberger from Patrol Officer at \$2000.65 bi-weekly to School Resource Officer \$2115.50 bi-weekly.

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

There were no public appearances at that time.

Prior to consideration of Consent Agenda Items, Item #3 Transient Merchant License and Special Events Dance License for Riverboat Days was moved to New Business.

#### Action 22-026

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

#### 1. Work Session

Setting date of February 28, 2022, 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. Possible Quorum Event**

March 22, 2022, for Thrive Annual Membership Meeting, no official commission action

**4. Establish public hearing for sale of alcoholic beverages**

Establish February 28, 2022, as the date for the public hearing on the request for a Special Events (on-sale) Liquor License for March 4, 2022 from Stripes, Inc. dba Mojo's 3<sup>rd</sup> Street Pizza (Jeff Dayhuff, Owner), 106 E. 3rd Street, NFAA, 800 Archery Lane, Yankton, SD.

**5. Establish public hearing for sale of alcoholic beverages**

Establish February 28, 2022, as the date for the public hearing on the request for a Special Events (on-sale) Liquor License for June 11, 2022 from Rock 'N' Rumble, Inc. dba Yankton RibFest (Michael Carda, President), The block of 3<sup>rd</sup> Street between Cedar Street & Walnut Street plus ½ block West on 3<sup>rd</sup> St. to alley, half of Walnut Street to alley & half block North South on Walnut & 3<sup>rd</sup> Street, Yankton, S.D.

**6. Establish public hearing for sale of alcoholic beverages**

Establish February 28, 2022, as the date for the public hearing on the request for a Special Events (on-sale) Liquor License for July 23, 2022 from Rock 'N' Rumble, Inc. (Michael Carda, President), dba Rock 'N' Rumble, 3<sup>rd</sup> St. from Douglas to ½ block East on Capitol, plus intersecting Capitol Street, ¼ Block North to ½ Block South, Yankton, S.D.

**7. Establish public hearing for sale of alcoholic beverages**

Establish February 28, 2022, as the date for the public hearing on the request for a Special Events Malt Beverage (on-sale) Retailers License for 1 day, March 17, 2022 from The Center (Kriss Thury, Executive Director), 900 Whiting Drive, Yankton, South Dakota.

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

Motion adopted.

**Action 22-027**

This was the time and place for the public hearing for a Special Malt Beverage (on-sale) Retailers License for 3 days, August 19-21, 2022, from Yankton Area Riverboat Days, Inc. (Milissia Wuebben, Treasurer), Riverside Park, Yankton, S.D. (Memorandum 22-18) No one was present to speak for or against the application.

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

**Roll Call:** Commissioners voting "Aye" were Brunick, Johnson, Maibaum, Schramm, Webber and Mayor Moser; voting "Nay" None. Abstain: Commissioner Villanueva.

Motion adopted.

**Action 22-028**

This was the time and place for the public hearing for a Special Malt Beverage (on-sale) Retailers License for 3 days, August 19-21, 2022, from Yankton Area Riverboat Days, Inc. (Milissia Wuebben, Treasurer), City Hall Auditorium, Yankton, S.D. (Memorandum 22-19) No one was present to speak for or against the application.

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

**Roll Call:** Commissioners voting "Aye" were Brunick, Johnson, Maibaum, Schramm, Webber and

Mayor Moser; voting “Nay” None. Abstain: Commissioner Villanueva.  
Motion adopted.

Action 22-029

This was the time and place for the public hearing and second reading of Ordinance No. 1058, Supplement #1 to Ordinance 1055, the 2022 Annual Appropriation Ordinance. (Memorandum 22-10) Moved by Commissioner Johnson, seconded by Commissioner Webber, to approve Ordinance No. 1058.

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

Action 22-030

Moved by Commissioner Maibaum, seconded by Commissioner Webber, to approve the applications from the Riverboat Days Committee for a Transient Merchant License and a Special Events Dance License for August 19 to 21, 2022. (Memorandum 22-22)

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

Action 22-031

Moved by Commissioner Villanueva, seconded by Commissioner Webber, to approve Resolution 22-06. (Memorandum 22-20)

**RESOLUTION 22-06**

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

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

SURPLUS PROPERTY TO BE SURPLUSED

Belgian Malinois (K9 Max), 2 year old Male 2015      Police Department

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

Action 22-032

Moved by Commissioner Johnson, seconded by Commissioner Villanueva, to approve the City Manager to sign the Grant Agreement for the receipt of Airport Rescue Grant funds and any subsequent administrative documents associated. (Memorandum 22-21)

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

Action 22-033

Moved by Commissioner Johnson, seconded by Commissioner Brunick, to approve Change Order No. 6, decreasing the amount by \$20,930.15, to The Huether Family Aquatics Center contract with Welfl Construction Corporation, of Yankton, South Dakota. (Memorandum 22-23)

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

Motion adopted.

Action 22-034

Moved by Commissioner Webber, seconded by Commissioner Johnson, to approve the increase in the Summit Activity Center rates from the current \$6 day pass to \$7 day pass; \$15 monthly membership to \$20/month; and the annual membership fee from \$120 to \$200/year to help ease the current yearly subsidy and bring rates closer to similar facilities’ rates in the community. (Memorandum 22-24)

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

Motion adopted.

Action 22-035

Moved by Commissioner Webber, seconded by Commissioner Schramm, to approve Resolution 22-07. (Memorandum 22-27)

**RESOLUTION 22-07**

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

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

SURPLUS PROPERTY TO BE TRADE-IN

2012 Kubota mower serial number ending: 10658      Parks Dept

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

Motion adopted.

Commissioner Schramm introduced and Mayor Moser read the title of Ordinance No. 1059, AN ORDINANCE REGARDING THE CONSUMPTION ORDINANCE, and set the date of the second reading and public hearing as February 28, 2022.

Commissioner Webber introduced and Mayor Moser read the title of Ordinance No. 1060, AN ORDINANCE AMENDING THE PROCEDURES FOR OBTAINING ESTABLISHMENT OF SPECIAL EVENT NO-PARKING ZONES AND ESTABLISHING REQUIREMENTS FOR THE APPLICATION FOR AND NOTICE OF THE ZONES IN SECTION 14 OF THE CODE OF ORDINANCES OF THE CITY OF YANKTON, SOUTH DAKOTA, and set the date of the second reading and public hearing as February 28, 2022.

Action 22-036

Moved by Commissioner Schramm, seconded by Commissioner Johnson, to approve Resolution 22-08. (Memorandum 22-33)

**RESOLUTION 22-08**

WHEREAS, it appears from an examination of the plat of Lot B1, being Accretion Property Lying South of Lot B in Section 16, T93N, T55W of the 5th P.M., Yankton County, South Dakota, prepared by John L. Brandt, a registered land surveyor in the State of South Dakota, and

WHEREAS, such plat has been prepared according to law and is consistent with the City's overall Comprehensive Development Plan and is subject to County review.

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

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

Action 22-037

Moved by Commissioner Webber, seconded by Commissioner Brunick, to approve the purchase of a new 2023 International LT Day Cab in the amount of \$126,543.00 for the Department of Public Works, Joint Powers Division from North Central International of Sioux Falls, South Dakota based on the Sourcewell Contract. (Memorandum 22-28)

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

Action 22-038

Moved by Commissioner Johnson, seconded by Commissioner Maibaum, to support an initiative to include 911 Dispatchers in Class B of the South Dakota Retirement System. (Memorandum 22-36)

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

Action 22-039

Moved by Commissioner Maibaum, seconded by Commissioner Johnson, to adjourn into Executive Session at 7:45 p.m. to discuss **contractual, litigation and personnel matters** under SDCL 1-25-2.

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

Regular meeting of the Board of City Commissioners of the City of Yankton was reconvened by Mayor Moser.

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

Quorum present.

Action 22-40

Moved by Commissioner Johnson, seconded by Commissioner Villanueva, to adjourn at 8:45 p.m.

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

Motion adopted.

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Stephanie Moser  
Mayor

ATTEST:

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Al Viereck  
Finance Officer



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**OFFICE OF THE CITY MANAGER**

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

VOL. 57 NUMBER 4

**Commission Information Memorandum**

The Yankton City Commission meeting on Monday, February 28, 2022 will begin at 7:00 pm.

**Non-Agenda Items of Interest**

**1) Community & Economic Department Update**

As you may remember, plans for a proposed outdoor events shelter / picnic shelter at The Center were approved by the Planning Commission and City Commission through a Conditional Use Permit process last year. The Center's Board of Directors has recently reconsidered this project and is putting the project on hold indefinitely. It was reported to us by the Director at The Center that they are going to focus on the long term plan of completing an addition to the facility so that any new investment in space can be used year-round. Conditional Use Permits are good for one year so if the shelter project does not proceed by July, 2022, the permit will automatically expire.

**2) Environmental Services Department Update**

Staff has been working with the Economic Development Administration on finalizing the plans and specification. EDA has notified us that all the documentation has been approved and we have received our approval letter. Staff is working with HDR to finalize the bid documents. The project is scheduled to begin advertising bids the first week in March. The project is scheduled to begin this spring and be completed in 2023.

The water department has been working through several service line repair issues. Staff would like to remind everyone that the City's responsibility ends at the main. Any repairs to the service line from the main to the house, including the corporation, curb stop, and shutoff valve are the responsibility of the homeowner. And that it is in the owner's best interest to have a working curb stop and shut off to prevent flooding during water line failures.

Staff would also remind owners that regular maintenance and cleaning of the sewer service lines can prevent costly backups into homes. If a homeowner is experiencing slow draining sewer drains or laundry drains it may be a good time to call a plumber before a backup causes expensive damage.

**3) Parks and Recreation Department Update**

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

**4) Fire Department Update**

It has been a busy month for the volunteers. We have had a full department response for 15 incidents. The calls have been mostly grass fires, but we have also had 3-4 calls for, both, car accidents and structure fires. This is over and above all the calls, such as gas smells or false alarms, that are taken care of by the administrative personnel.

On February 27<sup>th</sup>, the Yankton Fire Department will be cooking and serving the Sisters of Sacred Heart Monastery as part of the anniversary of the fire they had 25 years ago. It is great opportunity for our members to participate in an event such as this.

We are looking to fill the vacant captain position, within the department. Two individuals have expressed their interest in holding this position. We will be making a decision, hopefully in the near future.

#### **5) Public Works Department Update**

Street department staff continue to perform winter maintenance projects on equipment and the streets. Engineering staff continue to prepare plan documents for the 2022 budgeted reconstruction projects. The Whiting Drive Reconstruction plans will be soon advertised to receive bids. The 5<sup>th</sup> Street Reconstruction plans are in final preparations for review. Once the review is complete, the project will be advertised to receive bids. Plan preparations are also underway for Summit Street 15<sup>th</sup> to 21<sup>st</sup>, West City Limits Road 8<sup>th</sup> to 9<sup>th</sup>, and 21<sup>st</sup> Street Douglas to Mulberry.

The annual Yankton Citywide Cleanup is scheduled to begin on Saturday, March 19<sup>th</sup>, 2022 through Saturday, April 16<sup>th</sup>, 2022. City of Yankton residents, on solid waste collection routes, may dispose of eligible items free of charge at the Transfer Station (1200 W. 23<sup>rd</sup> Street) during normal operating hours: Monday-Friday 8:00AM-3:45PM and Saturday 8:00AM-12:00PM.

Curbside collection is scheduled to begin on April 4<sup>th</sup>, 2022. No items may be placed curbside prior to March 26<sup>th</sup>, 2022. Please note that drop off and curbside collection is available only to residential customers on regular city garbage collection routes. As a reminder, items not eligible for disposal include tires, grass clippings, leaves, recyclables, refrigerator, air conditioners, dehumidifiers, paint, chemicals or household hazardous waste, oils, and batteries.

Motor oil may be taken to the transfer station and disposed of free of charge year around. Please place solid waste and recycle roll carts for regular collection at your normal collection point and away from piles. For more information, please visit our website [www.cityofyankton.org](http://www.cityofyankton.org) or call 605-668-5211.

Enclosed in this packet is an information flyer for the Household Hazardous Waste Collection Event scheduled for Saturday, April 23<sup>rd</sup>.

#### **6) Information Services Department Update**

We have finished interviews for the final two openings in dispatch. We will be making contingent offers pending all of the pre-employment requirements and background check. We have had some additional issues with the monitoring system for the radio site. I have contacted the company concerning the issues and we will be working with them to correct the problems. In addition, the water pump failed on the emergency generator and it will be replaced under warranty. IT has implemented a number of new security rules regarding email. We continue to work to update policies and safeguards to keep up with new security issues.

#### **7) Finance Department Update**

The deadline for filing nominating petitions for the City Commission vacancies is Friday, February 25 at 5:00 p.m. Individuals who have filed petitions and are candidates for the City Commission as of Tuesday, February 22 are Mason Schramm, Amy Miner and Jerry Webber. The municipal election will be held Tuesday, April 12.



During the winter months, residential utility customers often ask how their sewer rate is calculated. The residential rate is based on an average of their water consumption during the months of December, January and February as billed in January, February and March of each year. This sets their maximum rate for the coming year. Residential sewer rates are adjusted annually and are reflected in the April utility billing.

Please see the enclosed Monthly Finance Report for January.

### **8) Library Update**

The library received COVID-19 Antigen home tests from the South Dakota Department of Health on February 10. We have given away over 1,200 free tests at the time of this writing!

The library hosted a Winter Reading Program from December through February. We have been encouraging kids and adults alike to keep reading during the cold winter months and giving readers a chance to win some fun prizes along the way. On Thursday, March 10, the library will be hosting a Winter Wizard Party to celebrate the end of our Winter Reading Program. This program is open to all ages and will include activities such as wand making, potion bottles, tabletop quidditch and more!

I am working on compiling stats from 2021 to submit to the SD State Library for our annual report which is due in March. I will be sharing these stats and other information about the library with the Commission in the near future.

### **9) Police Department Update**

On February 18, 2022, Cpl. Parker was given a send-off into retirement by officers and his family. Cpl. Parker served faithfully for the last 24 years.

Commander Rothenberger spoke at FPC on February 24, 2022 about the effects of Driving Under the Influence on the individual, the family, and the community.

On February 25, 2022 Commander Rothenberger conducted interviews of 8 individuals applying for the position of City of Yankton Police Officer.

On February 25, 2022 Dillion Bollinger, Marcus Urban, and Jon Todd graduated from the South Dakota Law Enforcement Standards and training program in Pierre. This was a 14-week program and makes them state certified to perform law enforcement duties. Officers Bollinger, Urban, and Todd will finish 6 weeks of Patrol Training with our department before being sent out on their own as certified City of Yankton Police Officers.

Officers will start enforcing violations of the speed zone change on Peninah and the 31<sup>st</sup> Street area in March. We will start out with written warnings unless the speed is so egregious that it warrants a citation.

### **10) Monthly reports**

Joint Powers Solid Waste 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

**SUMMIT ACTIVITIES CENTER and RECREATION PROGRAMS**

- SAC member attendance for February 1-15 – 1,792 visits  
(2021- 1,015; 2020- 2,953 visits; 2019- 3,468 visits; 2018- 3,170 visits)
- New Members Joined– 25  
(2021- 46 people; 2020- 23 people; 2019- 40 new members; 2018- 41 people)

- **Summit Activities Center Membership Information:**

- Active & Fit/Renew Active/Silver Sneakers – 51
- City of Yankton Single – 48
- Firefighter Single - 27
- 10 Use Punch card – 49
- Individual Annual – 242
- Individual Corporate – 23
- Individual EFT – 47
- Individual Monthly – 188
- Radio Single – 24

**Total # of Active Members – 699**

**Great Life Reimbursement-**

**December- \$2,032.50 (for December 2020- \$646.50)**

**January- \$2,502.00 (for January 2021- \$730.50)**

- **Total Monthly Cash Revenue at the SAC- \$20,009.83 January 2022;  
\$10,567.97 January 2021; \$31,873.73 January 2019; \$31,070.46  
January 2018.**

- The SAC resumed open swims on the weekends beginning October 2. Staffing of lifeguards is a challenge. Open swim hours are from Noon to 3:00pm
- There will be access to the auxiliary gym for all ages as long as there is not a school sponsored activity taking place in the auxiliary gym.
- The Recreation Staff have begun working on a digital summer recreation brochure for 2022.
- February- Get Up & Play Month. \$3 day passes the entire month.

- Prime Time Senior Class- 48 participants
- Tabata- 44 participants
- Water Aerobics Class- 71 participants
- Work Out Express- 7 participants
- Zumba- 12 participants
- Birthday party rentals at the SAC- 5 rentals.
- Auxiliary Gym/Main Gym rentals- 3 rentals.

- Theater Rentals- 4 hours.
- Meeting Room Rentals- 13.5 hours.
- City Hall Rentals- 5 hours.

### Capital Building Rentals

- Days Rented – 1 Dates

### Park Shelter Rentals

- Riverside- 0 Rentals
- Memorial – 0 Rentals
- Westside – 0 Rentals
- Rotary – 0 Rentals
- Sertoma – 0 Rentals
- Tripp – 0 Rentals
- Meridian Bridge – 0 Rentals

Brittany LaCroix has begun evaluating musical acts for the 2022 season of Music at the Meridian. Brittany is planning Saturdays in the Park for the summer of 2022.

Brittany is working on the fireworks order for July 4. Brittany is planning on having the fireworks display from the upper deck of the Meridian Bridge.

Brittany LaCroix and the City’s IT Department are working to create an on-line electronic application for special events.

### PARKS

The Parks Department has applied for a Wellmark Grant to help with the new play structure and walking trails in Westside Park. Funding announcements will be made April 29, 2022.

The Parks Department is beginning to prepare for 2022 Capital purchases.

The Parks Department will be replacing wood siding and support posts on the west wall of Shelter #3 at Riverside Park.

The Parks Department is working with the Street Department to take down dead, diseased, or hazardous trees on City property and in street ROW’s. Parks staff are trimming trees in parks and green spaces maintained by the City. The Street Department helps in this effort with large limbs. Ash trees are being removed also as a part of the Emerald Ash Borer Mitigation Plan for ROW’s, boulevards, and City owned property. The goal is to take approximately 100 Ash trees each year for six years to avoid having to take down an overwhelming number of Ash trees once the EAB is in our area.

The Parks, Trails, and Cemetery staff remove snow and ice as needed from City properties or public right-of-ways.

## FINANCE MONTHLY REPORT

Activity	JANUARY 2022	JANUARY 2021	JAN 2022 YTD	JAN 2021 YTD
<b>UTILITY BILLING:</b>				
<b>Water</b>				
Water Sold (in gallons per 1,000)	40,589 M	40,507 M	40,589 M	40,507 M
Water Billed	\$477,867.45	\$480,883.99	\$477,867.45	\$480,883.99
Basic Water Fee/Rate per 1000 gal.	\$27.51/6.30	\$27.51/6.30		
Number of Accounts Billed	5,431	5,386	5,431	5,386
Number of Bills Mailed	5,431	5,386	5,431	5,386
Total Meters Read	5,904	5,845	5,904	5,845
Meter Changes/pulled	5	4	5	4
Total Days Meter Reading	1	1	1	1
Misreads found prior to billing	0	0	0	0
Customers requesting Rereads	0	0	0	0
<b>Sewer</b>				
Sewer Billed	\$336,300.04	\$332,418.99	\$336,300.04	\$332,418.99
Basic Sewer Fee/Rate per 1000 gal.	\$11.22/\$6.80	\$11.22/6.80		
<b>Solid Waste</b>				
Solid Waste Billed	\$108,836.60	\$107,942.61	\$108,836.60	\$107,942.61
Basic Solid Waste Fee	\$23.61	\$23.61		
Tax Billed	\$7,034.00	\$6,976.00	\$7,034.00	\$6,976.00
Misc. Billed	\$510.00	\$750.00	\$510.00	\$750.00
<b>Total Utility Billing:</b>	<b>\$930,548.09</b>	<b>\$928,971.59</b>	<b>\$930,548.09</b>	<b>\$928,971.59</b>
<b>Adjustment Total:</b>	<b>(\$40.00)</b>	<b>(\$251.35)</b>	<b>(\$40.00)</b>	<b>(\$251.35)</b>
Misread Adjustments	\$0.00	\$0.00	(\$739.60)	\$0.00
Other Adjustments	\$0.00	(\$131.35)	\$0.00	(\$131.35)
Penalty Adjustments OFF	(\$50.00)	(\$130.00)	(\$50.00)	(\$130.00)
Penalty Adjustments ON	\$10.00	\$10.00	\$10.00	\$10.00
New Accounts/Connects	48	43	48	43
Accounts Finaled/Disconnects	60	73	60	73
New Accounts Set up	3	7	3	7
Delinquent Notices	380	354	380	354
Doorknockers	99	98	99	98
Delinquent Call List	32	50	32	50
Notice of Termination Letters	6	5	6	5
Shut-off for Non-payment	3	4	3	4
Delinquent Notice Penalties	\$3,800.00	\$3,540.00	\$3,800.00	\$3,540.00
Doorknocker Penalties	\$990.00	\$980.00	\$990.00	\$980.00
<b>Other Office Functions:</b>				
Interest Income	\$10,883.98	\$17,383.79	\$10,883.98	\$17,383.79
Interest Rate-Checking Account	0.40%	0.41%		
Interest Rate-CDs	N/A	N/A		
# of Monthly Vendor Checks	100	123		
Payments Issued to Vendors	\$2,313,889.14	\$ 2,913,582.79	\$2,313,889.14	\$ 2,913,582.79
# of Employees on Payroll	187	167		
Monthly Payroll*	\$523,566.40	\$ 487,061.36	\$523,566.40	\$ 487,061.36

## **2022 Household Hazardous Waste Collection Event**

The City of Yankton will be holding its annual Household Hazardous Waste (HHW) Collection Event on Saturday, April 23<sup>rd</sup>, 2022 from 9:00AM-1:00PM at the Yankton Transfer Station. This event is offered to residents as an opportunity to safely and easily dispose of common household hazardous materials that could potentially cause environmental and public health hazards if disposed of improperly.

### **Event Details:**

**When:** Saturday, April 23<sup>rd</sup>, 2022; 9:00AM-1:00PM

### **Collection Location:**

Yankton Transfer Station  
1200 West 23<sup>rd</sup> Street

**Cost:** \$10 per vehicle. Please bring exact change to help lines move faster. Make checks payable to City of Vermillion. Sorry, no credit/debit cards accepted.

**This event is for Household Waste and will not accept Business, School or Commercial Waste.**

### **Examples of Household Hazardous Waste Include:**

#### **Household Products & Garden**

Button batteries, rechargeable batteries; dry-cleaning solvent; mercury switches and thermometers; bug sprays, flea collars; peroxide; pesticides, herbicides; room deodorizers, disinfectants; oven cleaner, sanitizers, drain cleaners, toilet bowl cleaners; NiCad batteries; floor polish, floor wax; silver and metal polishes; nail polish; furniture polish; mothballs, powdered bleach.

#### **Garage & Workshop**

Florescent bulbs; latex paint, oil-based paint; paint thinners, paint strippers; used automobile oil, antifreeze, transmission fluid, brake fluid, fuel additives; kerosene, gasoline/oil mixtures, gasoline and other fuels; oil filters; parts cleaner; lead acid batteries, battery acid; and containers with unknown substances. Dry hardened paint may be disposed of with regular garbage.

#### **Please do NOT bring:**

Ammunition, compressed gas cylinders, propane cylinders; car batteries; microwaves, refrigerators, washing machines, clothes dryers, other large household appliances; computers, stereos, televisions; explosives, fireworks; medical waste, prescription drugs, sharps/needles; radioactive wastes; tires of any type.

For more information, please visit our website [www.cityofyankton.org](http://www.cityofyankton.org) or call 605-668-5211.

416 Walnut St  
PO Box 176  
Yankton, SD 57078-0176  
Phone (605) 668-5251  
[www.cityofyankton.org](http://www.cityofyankton.org)

EQUAL OPPORTUNITY EMPLOYER

Publishing Dates: March 3 and March 8, 2022

## NOTICE TO BIDDERS

Sealed bids will be received the City Commission of the City of Yankton, South Dakota, at the office of the City Finance Officer of said City until 3:00 PM or may be hand delivered to the place of opening at 3:00 PM on the 17<sup>th</sup> day of March 2022 at which time they will be publicly opened and read in the Second Floor Meeting Room located at 416 Walnut Street in Yankton, South Dakota. Disposition of said bids is expected to be held on the 28<sup>th</sup> day of March 2022 after 7:00 PM, in the Career Manufacturing Technical Education Academy at 1200 W. 21<sup>st</sup> Street, Yankton, South Dakota.

Bids will be received on the following:

### COLD APPLIED PLASTIC PAVEMENT MARKING INSTALLATION

Estimated quantities of the installation are listed below:

Cold Applied Plastic Pavement Marking, 4" Yellow -	3,956	LF
Cold Applied Plastic Pavement Marking, 4" White -	56	LF
Cold Applied Plastic Pavement Marking, 24" White -	1,086	LF
Cold Applied Plastic Pavement Marking, Arrow -	5	EA
Groove Pavement for Marking, 4"-	3,956	LF
Groove Pavement for Marking, 24"-	1086	LF
Groove Pavement for Marking, Arrow -	5	EA
Remove Pavement Marking 4" -	3,656	LF
Remove Pavement Marking 24" -	1,056	LF
Remove Pavement Marking, Arrow -	5	EA

Information packets, containing the specifications and bid form, may be obtained at the Central Garage, 700 Levee Street, Yankton, SD, 57078. Packets may also be obtained by calling 605-668-5211 or by email at [cpotts@cityofyankton.org](mailto:cpotts@cityofyankton.org).

All bids must be submitted on forms provided by the City of Yankton. And all bid submittals must be clearly marked "Cold Applied Plastic Pavement Marking Installation" on the outside of the package.

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 most advantageous bid to the City, and to approve the bond, if required.

More information, including the specifications and bid form, can also be found on our website: <http://www.cityofyankton.org/how-do-i/bid-rfp-posts-list>

Corey Potts  
Public Works Manager  
City of Yankton, South Dakota

Dated February 18, 2022

-THE CITY OF YANKTON IS AN EQUAL OPPORTUNITY EMPLOYER-

Joint Powers Solid Waste Authority  
Financial Report Thru January 31, 2022

Description	Yankton Transfer	Vermillion Landfill	Total Joint	1 Month Budget	Legal 2022 Budget
<b>Joint Power Transfer/Landfill</b>					
<i>Total Revenue</i>	\$98,221.20	\$70,166.29	\$168,387.49	\$196,948.33	\$2,363,380.00
<i>Expenses:</i>					
Personal Services	16,846.80	27,273.98	44,120.78	66,378.00	796,536.00
Operating Expenses	25,078.06	38,795.01	63,873.07	80,379.42	964,553.00
Depreciation (est)	13,477.54	21,791.10	35,268.64	37,974.67	455,696.00
Trench Depletion	0.00	15,911.80	15,911.80	19,916.67	239,000.00
Closure/Postclosure Resrv	0.00	900.59	900.59	2,083.33	25,000.00
Amortization of Permit	0.00	144.92	144.92	125.00	1,500.00
<i>Total Operating Expenses</i>	55,402.40	104,817.40	160,219.80	206,857.08	2,482,285.00
<i>Non Operating Expense-Interest</i>	0.00	0.00	0.00	6,553.83	78,646.00
<i>Landfill Operating Income</i>	42,818.80	(34,651.11)	8,167.69	(16,462.58)	(197,551.00)
<b>Joint Recycling Center</b>					
<i>Total Revenue</i>	0.00	27,384.01	27,384.01	8,375.00	100,500.00
<i>Expenses:</i>					
Personal Services	0.00	15,186.15	15,186.15	20,748.17	248,978.00
Operating Expenses	0.00	1,583.17	1,583.17	10,912.50	130,950.00
Depreciation (est)	0.00	2,342.88	2,342.88	3,166.67	38,000.00
<i>Total Operating Expenses</i>	0.00	19,112.20	19,112.20	34,827.33	417,928.00
<i>Non Operating Expense-Interest</i>	0.00	0.00	0.00	0.00	0.00
<i>Recycling Operating Income</i>	0.00	8,271.81	8,271.81	(26,452.33)	(317,428.00)
<i>Total Operating Income</i>	\$42,818.80	(\$26,379.30)	\$16,439.50	(\$42,914.92)	(\$514,979.00)
<b>Tonage in Trench:</b>	<u>1/31/2021</u>	<u>1/31/2022</u>			
Asbestos	5.45	5.92	5.92	4.17	50.00
Centerville	20.96	16.64	16.64	91.67	1,100.00
Beresford	0.00	0.00	0.00	116.67	1,400.00
Clay County Garbage	1,008.68	1,153.78	1,153.78	1,208.33	14,500.00
Elk Point	80.53	77.97	77.97	21.67	260.00
Yankton County Garbage	1,814.95	1,747.67	1,747.67	1,991.67	23,900.00
<i>Total Tonage in Trench</i>	2,930.57	3,001.98	3,001.98	3,434.17	41,210.00
Operating Cost per ton			\$53.37	\$62.14	\$62.14

This report is based on the following:

Revenue accrual thru January 31, 2022

Expenses cash thru January 31, 2022 with February bills



Joint Powers Solid Waste Authority  
Financial Report Thru January 31, 2022

Description	Yankton Transfer	Vermillion Landfill	Total Joint	1 Month Budget	Legal 2022 Budget
<b>Source of Funds</b>					
<i>Beginning Balance</i>	(\$472,259.00)	\$2,257,455.00	\$1,785,196.00	\$1,785,196.00	\$1,785,196.00
<i>Operating Revenue:</i>					
Net Income	42,818.80	(26,379.30)	16,439.50	(42,914.92)	(514,979.00)
Depreciation	13,477.54	24,133.98	37,611.52	41,141.33	493,696.00
Trench Depletion	0.00	15,911.80	15,911.80	19,916.67	239,000.00
Amortization of Permit	0.00	144.92	144.92	125.00	1,500.00
<i>Non Operating Revenue:</i>					
Grant	0.00	0.00	0.00	0.00	0.00
Loan Proceeds	0.00	0.00	0.00	0.00	0.00
Contributed Capital	0.00	0.00	0.00	416.67	5,000.00
Sale Proceeds	0.00	0.00	0.00	0.00	0.00
Comp. for Loss & Damage	6,724.91	0.00	6,724.91	0.00	0.00
Fire Related Expenses	0.00	0.00	0.00	0.00	0.00
Interest	0.00	270.03	270.03	416.67	5,000.00
<i>Cash Flow Transfer:</i>					
Joint Power Transfer/Landfill	(54,608.76)	54,608.76	0.00	145,000.00	1,740,000.00
Joint Recycling Center	0.00	0.00	0.00	0.00	0.00
<b>Total Funds Available</b>	<b>(463,846.51)</b>	<b>2,326,145.19</b>	<b>1,862,298.68</b>	<b>1,949,297.42</b>	<b>3,754,413.00</b>
<b>Application of Funds Available</b>					
<i>Joint Power Transfer/Landfill</i>					
Equipment	110,067.41	0.00	110,067.41	68,166.67	818,000.00
Trench	0.00	0.00	0.00	0.00	0.00
Closure/Postclosure Cash Res.	0.00	900.59	900.59	2,083.33	25,000.00
<i>Joint Recycling Center</i>					
Equipment	0.00	0.00	0.00	4,750.00	57,000.00
<i>Payment Principal</i>	0.00	0.00	0.00	28,561.92	342,743.00
<i>Appropriation to Reserve</i>	0.00	0.00	0.00	0.00	0.00
<b>Total Applied</b>	<b>110,067.41</b>	<b>900.59</b>	<b>110,968.00</b>	<b>103,561.92</b>	<b>1,242,743.00</b>
<b>Ending Balance</b>	<b>(\$573,913.92)</b>	<b>\$2,325,244.60</b>	<b>\$1,751,330.68</b>	<b>\$1,845,735.50</b>	<b>\$2,511,670.00</b>

Joint Powers Solid Waste Authority  
Financial Report Thru January 31, 2022

<b>Joint Power Transfer/Landfill Description</b>	<b>Yankton Transfer</b>	<b>Vermillion Landfill</b>	<b>Total Joint</b>	<b>1 Month Budget</b>	<b>Legal 2022 Budget</b>
<i>Revenue: (accrual)</i>					
Asbestos	\$0.00	\$384.81	\$384.81	\$500.00	\$6,000.00
Elk Point	0.00	4,132.41	4,132.41	5,200.00	\$62,400.00
Centerville	0.00	881.92	881.92	1,148.33	13,780.00
Beresford	0.00	0.00	0.00	0.00	0.00
Clay County Garbage	0.00	63,668.32	63,668.32	68,750.00	825,000.00
Compost-Yd Waste-Wood	0.00	140.12	140.12	791.67	9,500.00
Contaminated Soil	0.00	92.81	92.81	625.00	7,500.00
White Goods	0.00	138.00	138.00	500.00	6,000.00
Tires	0.00	577.90	577.90	416.67	5,000.00
Electronics	0.00	150.00	150.00	500.00	6,000.00
Other Revenue	0.00	0.00	0.00	1,258.33	15,100.00
Cash long	0.00	0.00	0.00	0.00	0.00
Rubble	1,996.77	0.00	1,996.77	4,333.33	52,000.00
Transfer Fees	96,114.43	0.00	96,114.43	112,500.00	1,350,000.00
Metal	110.00	0.00	110.00	416.67	5,000.00
Other Operational - Solid Waste	0.00	0.00	0.00	8.33	100.00
<b>Total Revenue</b>	<b>98,221.20</b>	<b>70,166.29</b>	<b>168,387.49</b>	<b>196,948.33</b>	<b>2,363,380.00</b>
<i>Expenses: (cash)</i>					
Personal Services	16,846.80	27,273.98	44,120.78	66,378.00	796,536.00
Insurance	0.00	0.00	0.00	2,719.00	32,628.00
Professional Service/Fees	827.03	8,640.00	9,467.03	15,000.00	180,000.00
Non Professional Fees	0.00	0.00	0.00	0.00	0.00
Processing- Reduction	0.00	0.00	0.00	833.33	10,000.00
State Fees	0.00	0.00	0.00	3,875.00	46,500.00
Professional - Legal/Audit	0.00	0.00	0.00	229.17	2,750.00
Publishing & Advertising	0.00	0.00	0.00	233.33	2,800.00
Rental	0.00	0.00	0.00	41.67	500.00
Hauling fee	0.00	0.00	0.00	0.00	0.00
Equipment repair	0.00	14,549.87	14,549.87	5,083.33	61,000.00
Motor vehicle repair	0.00	1,555.60	1,555.60	2,000.00	24,000.00
Vehicle fuel & maintenance	14,841.35	0.00	14,841.35	17,500.00	210,000.00
Equip, Mat'l & Labor	2,303.69	0.00	2,303.69	5,416.67	65,000.00
Building repair	248.94	100.00	348.94	2,000.00	24,000.00
Facility repair & maintenance	0.00	816.17	816.17	2,916.67	35,000.00
Postage	48.63	2.82	51.45	70.83	850.00
Office supplies	0.00	44.00	44.00	291.67	3,500.00
Copy supplies	0.00	0.09	0.09	31.25	375.00
Uniforms	0.00	544.48	544.48	541.67	6,500.00
Small Tools & Hardware	0.00	0.00	0.00	20.83	250.00
Travel & Training	0.00	0.00	0.00	375.00	4,500.00
Operating supply	0.00	7,287.44	7,287.44	15,216.67	182,600.00
Electricity	707.34	0.00	707.34	2,583.33	31,000.00
Heating Fuel - Gas	5,705.36	5,139.23	10,844.59	2,708.33	32,500.00
Water	194.62	0.00	194.62	291.67	3,500.00
WW service	83.64	0.00	83.64	108.33	1,300.00
Landfill	23.61	0.00	23.61	25.00	300.00
Telephone	93.85	115.31	209.16	266.67	3,200.00
Depreciation (est)	13,477.54	21,791.10	35,268.64	37,974.67	455,696.00
Trench Depletion		15,911.80	15,911.80	19,916.67	239,000.00
Closure/Postclosure Resrv		900.59	900.59	2,083.33	25,000.00
Amortization of Permit		144.92	144.92	125.00	1,500.00
<b>Total Op Expenses</b>	<b>55,402.40</b>	<b>104,817.40</b>	<b>160,219.80</b>	<b>206,857.08</b>	<b>2,482,285.00</b>

Joint Powers Solid Waste Authority  
Financial Report Thru January 31, 2022

Joint Power Transfer/Landfill Description	Yankton Transfer	Vermillion Landfill	Total Joint	1 Month Budget	Legal 2022 Budget
<i>Non Operating Expense-Interest</i>	0.00	0.00	0.00	6,553.83	78,646.00
<i>Bond Issuance Costs</i>	0.00	0.00	\$0.00	0.00	0.00
<i>Operating Income (Loss)</i>	\$42,818.80	(\$34,651.11)	\$8,167.69	(\$16,462.58)	(\$197,551.00)
<i>Capital:</i>					
Capital Outlay	\$110,067.41	\$0.00	\$110,067.41	\$68,166.67	\$818,000.00
Landfill Development	0.00	0.00	0.00	6,166.67	\$74,000.00
Capital Lease	0.00	0.00	0.00	0.00	\$0.00
<i>Total Capital Expenditures</i>	\$110,067.41	\$0.00	\$110,067.41	\$74,333.33	\$892,000.00
<i>Grant Reimbursement</i>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<i>Federal Grant thru State</i>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<i>Equipment Sale Proceeds</i>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<i>Cash Flow Transfer</i>	(\$54,608.76)	\$54,608.76	\$0.00	\$0.00	\$0.00
<i>Tonage in Trench:</i>					
Asbestos		5.92	5.92	4.17	50.00
Beresford		0.00	0.00	116.67	1,400.00
Centerville Garbage		16.64	16.64	91.67	1,100.00
Clay County Garbage		1,153.78	1,153.78	1,208.33	14,500.00
Elk Point		77.97	77.97	21.67	260.00
Yankton County Garbage		1,747.67	1,747.67	1,991.67	23,900.00
<i>Total Tonage in Trench</i>		3,001.98	3,001.98	3,434.17	41,210.00
Operating Cost per ton			\$53.37	\$62.14	\$62.14

Joint Recycling Center Description	Yankton Transfer	Vermillion Center	Total Joint	1 Month Budget	Legal 2022 Budget
<i>Revenue:</i>					
Tipping Fees	\$0.00	0.00	\$0.00	0.00	0.00
Metal/Tin	0.00	0.00	0.00	208.33	2,500.00
Plastic	0.00	0.00	0.00	1,250.00	15,000.00
Aluminum	0.00	6,946.50	6,946.50	1,333.33	16,000.00
Newsprint	0.00	3,162.45	3,162.45	750.00	9,000.00
Cardboard	0.00	17,230.06	17,230.06	3,750.00	45,000.00
High Grade Paper	0.00	0.00	0.00	416.67	5,000.00
Other Material	0.00	45.00	45.00	666.67	8,000.00
Contributions/Operating Grants	0.00	0.00	0.00	0.00	0.00
<b>Total Revenue</b>	<b>0.00</b>	<b>27,384.01</b>	<b>27,384.01</b>	<b>8,375.00</b>	<b>100,500.00</b>
<i>Expenses:</i>					
Personal Services	0.00	15,186.15	15,186.15	20,748.17	248,978.00
Insurance	0.00	58.66	58.66	200.00	2,400.00
Professional Service/Fees	0.00	0.00	0.00	41.67	500.00
Hazardous Waste Collection	0.00	0.00	0.00	4,166.67	50,000.00
Professional-Legal	0.00	0.00	0.00	0.00	0.00
Publishing & Advertising	0.00	135.00	135.00	125.00	1,500.00
Rental	0.00	0.00	0.00	0.00	0.00
Equipment repair	0.00	49.50	49.50	791.67	9,500.00
Vehicle repair & maintenance	0.00	19.16	19.16	50.00	600.00
Vehicle fuel	0.00	0.00	0.00	416.67	5,000.00
Building repair & maintenance	0.00	346.85	346.85	233.33	2,800.00
Postage	0.00	0.71	0.71	4.17	50.00
Freight	0.00	0.00	0.00	1,458.33	17,500.00
Office supplies	0.00	44.00	44.00	83.33	1,000.00
Uniforms	0.00	0.00	0.00	62.50	750.00
Materials Purchases	0.00	347.80	347.80	375.00	4,500.00
Travel & Training	0.00	0.00	0.00	166.67	2,000.00
Operating Supplies	0.00	0.00	0.00	833.33	10,000.00
Copy Supply	0.00	0.10	0.10	16.67	200.00
Electricity	0.00	466.98	466.98	541.67	6,500.00
Heating Fuel-Gas	0.00	0.00	0.00	395.83	4,750.00
Water	0.00	29.19	29.19	54.17	650.00
WW service	0.00	36.34	36.34	100.00	1,200.00
Telephone	0.00	48.88	48.88	70.83	850.00
Revenue Sharing	0.00	0.00	0.00	725.00	8,700.00
Depreciation (est)	0.00	2,342.88	2,342.88	3,166.67	38,000.00
<b>Total Op Expenses</b>	<b>0.00</b>	<b>19,112.20</b>	<b>19,112.20</b>	<b>34,827.33</b>	<b>417,928.00</b>
<i>Non Operating Expense-Interest</i>	0.00	0.00	0.00	0.00	0.00
<b>Operating Income (Loss)</b>	<b>\$0.00</b>	<b>\$8,271.81</b>	<b>\$8,271.81</b>	<b>(\$26,452.33)</b>	<b>(\$317,428.00)</b>
Capital Outlay	\$0.00	\$0.00	\$0.00	\$4,750.00	\$57,000.00
Grant Reimbursement/Donations	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Cash Flow Transfer	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

This report is based on the following:

Revenue accrual thru January 31, 2022

Expenses cash thru January 31, 2022 with February bills

2022 Joint Powers Total Operations Recap

Month	Yankton Transfer	Vermillion Landfill	Total	Total Tons	\$ per ton	Recycling			Yankton Operations	Vermillion Operations	Total Operations
						Yankton	Vermillion	Total			
January	42,818.80	(34,651.11)	8,167.69	3,001.98	53.37	0.00	8,271.81	8,271.81	42,818.80	(26,379.30)	16,439.50

2/15/2022

City of Yankton Transfer Station  
Landfill Tons

Date	City	Licensed Haulers				Sub-Total	All Other	Total Transfer
	Compactors (577)	Janssen (547)	Arts (586)	Loren Fischer (648)	Kortan (673)			
January 2021	236.20	525.19	420.65	82.07	23.66	1,051.57	507.40	1,795.17
February 2021	209.71	469.53	428.60	52.03	28.90	979.06	375.91	1,564.68
March 2021	268.59	625.10	504.42	75.16	27.90	1,232.58	537.56	2,038.73
April 2021	278.20	645.30	524.53	64.28	35.94	1,270.05	884.36	2,432.61
May 2021	253.20	652.38	457.22	76.67	28.49	1,214.76	614.82	2,082.78
June 2021	291.90	749.78	530.93	85.89	33.61	1,400.21	562.06	2,254.17
July 2021	284.89	724.18	561.10	74.00	38.61	1,397.89	578.80	2,261.58
August 2021	292.03	674.93	536.59	77.66	34.27	1,323.45	592.98	2,208.46
September 2021	282.22	689.94	507.29	76.85	32.65	1,306.73	588.08	2,177.03
October 2021	257.29	665.67	491.96	63.53	38.04	1,259.20	555.98	2,072.47
November 2021	279.00	668.48	485.90	68.71	31.24	1,254.33	496.57	2,029.90
December 2021	283.07	570.11	445.12	84.57	38.20	1,138.00	432.06	1,853.13
2021 Total	3,216.30	7,660.59	5,894.31	881.42	391.51	14,827.83	6,726.58	24,770.71
January 2022	258.69	515.97	411.98	59.08	29.31	1,016.34	331.11	1,606.14
2022 Total	258.69	515.97	411.98	59.08	29.31	1,016.34	331.11	1,606.14

CITY OF VERMILLION  
LANDFILL TONS

	2022	Art's Garbage	City of Elk Point	Fischer Disposal	Loren Fischer	Herm's Sanitation	Turner County	Vermillion Garbage	Waste Mgmt of Sioux City	Other	2022 Tons
\$53.00 PER TON	Jan	18.45	77.97	192.36	439.25	25.79	16.64	66.39	199.67	217.79	1254.31
	Feb										0.00
	Mar										0.00
	April										0.00
	May										0.00
	June										0.00
	July										0.00
	Aug										0.00
	Sept										0.00
	Oct										0.00
	Nov										0.00
	Dec										0.00
		18.45	77.97	192.36	439.25	25.79	16.64	66.39	199.67	217.79	1254.31
	2021	Art's Garbage	City of Elk Point	Fischer Disposal	Loren Fischer	Herm's Sanitation	Turner County	Vermillion Garbage	Waste Mgmt of Sioux City	Other	2021 Tons
\$51.00 PER TON	Jan	26.78	80.53	177.08	491.69	23.71	20.96	58.58	125.47	110.82	1115.62
	Feb	27.53	75.95	163.93	401.90	21.21	22.79	53.88	167.56	78.31	1013.06
	Mar	12.87	102.80	228.01	605.13	30.59	28.11	64.98	170.23	116.10	1358.82
	April	38.29	95.35	208.06	592.76	48.35	26.63	62.06	211.00	259.65	1542.15
	May	29.03	92.80	240.31	664.31	42.35	35.57	60.34	188.88	190.19	1543.78
	June	10.99	92.29	214.10	770.61	54.73	41.94	51.76	186.03	339.63	1762.08
\$53.00 PER TON	July	22.00	96.64	213.24	528.51	46.06	39.74	46.21	177.70	73.47	1243.57
	Aug	32.62	103.66	247.46	570.97	52.15	32.74	71.74	172.08	205.96	1489.38
	Sept	46.10	99.21	229.47	621.38	36.07	14.75	85.56	180.12	176.37	1489.03
	Oct	-	83.70	220.79	533.32	35.35	35.15	61.13	227.63	111.91	1308.98
	Nov	9.16	96.44	277.77	536.71	45.65	34.48	65.84	224.22	315.73	1606.00
	Dec	9.40	93.61	228.93	519.25	31.98	14.84	72.70	208.72	91.87	1271.30
		264.77	1112.98	2649.15	6836.54	468.20	347.70	754.78	2239.64	2070.01	16743.77

***Memorandum #22-34***

*To: City Manager*  
*From: Finance Department*  
*Date: February 8, 2022*  
*Subject: Rock 'N' Rumble Licenses*

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

1. Transient Merchant – July 23, 2022
2. Special Events Dance – July 23, 2022

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



Al Viereck  
Finance Officer



***Memorandum #22-35***

*To: City Manager*  
*From: Finance Department*  
*Date: January 27, 2022*  
*Subject: Yankton RibFest*

We have received the following application from the Yankton RibFest:

1. Transient Merchant – June 11, 2022
2. Special Events Dance – June 11, 2022

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



Al Viereck  
Finance Officer

**Memorandum #22-29**

To: City Manager  
From: Finance Department  
Date: January 27, 2022  
Subject: Special Events RETAIL (on-sale) Liquor License-Mojo's

We have received an application for a Special Events (on-sale) Liquor License for 1 day, March 4, 2022 from Stripes, Inc. dba Mojo's 3rd Street Pizza, (Jeff Dayhuff, Owner), 106 E. 3<sup>rd</sup> Street. NFAA, 800 Archery Lane, Yankton, S.D.

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



Al Viereck  
Finance Officer

**Memorandum #22-30**

*To: City Manager*  
*From: Finance Department*  
*Date: January 27, 2022*  
*Subject: Special Events RETAIL (on-sale) Liquor License-RibFest.*

We have received an application for a Special Events (on-sale) Liquor License for 1 day June 11, 2022 from Rock 'N Rumble, Inc. dba Yankton RibFest (Michael Carda, President), The block of 3<sup>rd</sup> Street between Cedar Street & Walnut Street plus ½ block West on 3<sup>rd</sup> St. to alley, half of Walnut Street to alley & half block North South on Walnut & 3<sup>rd</sup> Street, Yankton, S.D.

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



Al Viereck  
Finance Officer

***Memorandum #22-31***

*To: City Manager*  
*From: Finance Department*  
*Date: January 27, 2022*  
*Subject: Special Events RETAIL (on-sale) Liquor License-Rock 'N' Rumble*

We have received an application for a Special Events (on-sale) Liquor License for July 23, 2022 from Rock 'N' Rumble, Inc. (Michael Carda, President), dba Rock 'N' Rumble, 3<sup>rd</sup> St. from Douglas to ½ block East on Capitol, plus intersecting Capitol Street, ¼ Block North to ½ Block South, Yankton, S.D.

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



Al Viereck  
Finance Officer

***Memorandum #22-32***

*To: City Manager*  
*From: Finance Department*  
*Date: February 4, 2022*  
*Subject: Special Events Malt Beverage License-The Center*

We have received an application for a Special Malt Beverage (on-sale) Retailers License for 1 day, March 17, 2022, from The Center (Kriss Thury, Executive Director), 900 Whiting Drive, Yankton, S.D.

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



Al Viereck  
Finance Officer

## Memorandum # 22-25

To: Yankton City Commission  
 From: City Attorney Ross Den Herder  
 Date: February 24, 2022  
 Re: Ordinances 3-17 through 3-21 and introducing 3-22 – Amendment to Chapter 3 –  
 Public Consumption Ordinances

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When asked whether special event alcohol license applications could be processed by the City Manager, we discovered several needed revisions to Chapter 3 to reflect changes to state law. The following is a summary of the proposed changes:

**Section 3-17. Public Consumption.** Suggested amendments to 3-17 remove a potential ambiguity presented by the term “or attempt to consume” and inserts an exception allowing for public consumption when allowed by “state law or this code.” For example, on a party bus authorized under SDCL 35-1-5.8.

**Section 3-18. Open Containers.** As written, Section 3-18 prohibits any person from possessing an “open container” in a “public place”. There are several exceptions found within state law that allow for open containers, such as partially consumed resealed wine and home brew. The proposed amendment to Section 3-18 incorporates these exceptions into Yankton’s regulatory scheme.

**Section 3-19. Permission to Consume Alcohol in a Public Place.** The proposed amendments to Section 3-19 clarifies the procedures for requesting a permit for the consumption, **but not the sale**, of alcohol upon public property or property owned by a nonprofit organization despite the prohibitions found in Sections 3-17 and Section 3-18. To be clear, 3-19 applies only where there would be drinking in a public place and there are no alcohol sales. Accordingly, Section 3-19 would apply to a block party in the street where alcohol is consumed but not sold, but would not apply to events where alcohol is sold (e.g. the beer garden at Riverboat Days). Section 3-19 is based upon the authority granted by the legislature under SDCL 35-1-5.5, which provides that:

**35-1-5.5. Permit for consumption of alcoholic beverage on property owned by public or nonprofit corporation.** The governing body of a municipality or county may permit the consumption, but not the sale, of any alcoholic beverage on property owned by the public or by a nonprofit corporation within its jurisdiction. The permit period may not exceed twenty-four hours and the hours of authorized consumption may not exceed those permitted for on-sale licensees.

Although it is clear that the intent of current Section 3-19 is to carry out the authority granted to the City by SDCL 35-1-5.5, the version on our books lacks clarity and necessary details (e.g. how long a permit lasts, how far in advance to request a permit, etc.). Further, as written, the current version of Section 3-19 appears to requires each person (rather than an event sponsor) who wishes to consume alcohol in a public place to request permission from the City Manager

individually. This is an untenable and absurd result caused by the current form of the ordinance. The changes to Section 3-19 attempt to cure these ambiguities and delegates the Board’s authority to grant temporary permits to the City Manager.

**Section 3-20. Definitions.** Section 3-20 sets out the definitions for the language used in Sections 3-17 to 3-19. The suggested amendments to Section 3-20 bring the City’s definitions in line with definitions in state statute. With respect to the exclusions from the definition of “public places,” the suggested amendments to Section 3-20 also do the following:

- A. Clarify that the interior of a car that is located in a public place cannot be excluded from the definition of public place because SDCL 35-1-9.1 makes it a crime to consume alcohol in a vehicle.
- B. Removes any reference to the “curtilage of a single family dwelling” (a person’s yard) because private property is inherently not a public place, making this exception to the definition unnecessary; and
- C. Removes any reference to city parks, as city parks are addressed in new Section 3-22.

**Section 3-21. Interpretation.** In its current form, Section 3-21 sets out the sections of state law that were relied on when the City adopted Sections 3-17 through 3-20. Because of the changes to the cited statutes, and because these amendments have attempted to address potential interpretation issues, we do not feel Section 3-21 is necessary and are recommending its repeal.

**New Section 3-22. City Parks.** Rather than excluding city parks from the definition of “public places,” Section 3-22 affirmatively permits the consumption of beer, wine, and cider (but not distilled spirits) at city parks, except for Yankton School District property and the area within the fence surrounding the Huether Family Aquatics Center.

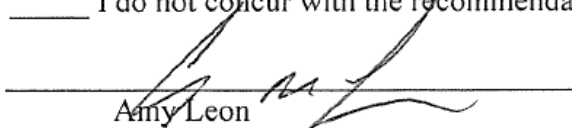
These amendments do not change the processes for special event alcohol sale licenses. That process should not be changed. Special event licenses must still be considered by the Commission and cannot be delegated to the City Manager.

-Ross K. Den Herder, City Attorney

Recommendation: It is recommended that the Board of Commissioners hold a public hearing to adopt Ordinance #1059 amending Ordinance 14-164 regarding Public Consumption.

I concur with the recommendation.

I do not concur with the recommendation.

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

\_\_\_\_\_ Roll call

### Sec. 3-17. Public consumption.

It shall be unlawful for any person to consume, ~~or attempt to consume,~~ any "alcoholic beverage" in any "public place," except as otherwise allowed by state law or this Code.

(Ord. No. 936, 11-22-10)

### Sec. 3-18. Open containers.

It shall be unlawful for any person to possess an "open container" in a "public place," except as otherwise allowed by state law or this Code.

(Ord. No. 936, 11-22-10)

### Sec. 3-19. Permission to consume alcohol in a public place.

The Board of Commissioners specifically delegates its authority under SDCL 35-1-5.5 to the city manager to carry out this Ordinance, giving the city manager or his or her designee discretion to permit the consumption, but not the sale, of alcoholic beverages upon property owned by the public or by a nonprofit corporation, notwithstanding anything in Sections 3-17 and 3-18. Any person may request permission to consume alcohol in a "public place" if he or she submits a written request to the office of city manager, or his or her designee, at least seventy two (72) hours prior to the event. Said permit period may not No single permit period may exceed twenty-four (24) hours and the hours of public-authorized consumption may not exceed those permitted for on-sale licenses. Requests for a permit under this section must be made no less than 72 hours prior to the requested permit time. The decision to grant or to deny ~~said petition a permit~~ rests solely with the discretion of the city manager and/or his or her designee.

(Ord. No. 936, 11-22-10) (Ord. No. \_\_\_\_\_)

### Sec. 3-20. Definitions.

For purposes of interpreting 3-17 through 3-19 the following definitions shall apply:

*Alcoholic beverage* is any distilled spirits, wine, cider, and or malt beverage as those terms are defined at SDCL 35-1-1.9.2 ~~(1-4)~~

*Open container* is any package or any receptacle containing an alcoholic beverage ~~or distilled spirits, with a mix or not,~~ which has had the seal of the original package broken. ~~"Distilled spirits" is defined at SDCL 35-1-9.2(2).~~

*Public place* is:

- (1) Any place, whether in or out of a building, commonly and customarily open to or used by the general public, or
- (2) Any real property owned by a public entity, such as parks, streets, sidewalks, alleys, parking lots, publicly owned buildings, and sports facilities.

Excluded from "public places" are:

- (1) The premises of a licensed on-sale retailer where the alcoholic beverage was purchased from the retailer for on-sale purposes,
- (2) The location and term of a special events license, where the alcoholic beverage was purchased from the retailer for on-sale purposes, and
- (3) The location and term of a permit to consume granted by the city manager and/or his designee, ~~and~~
- ~~(4) The interior of a motor vehicle which happens to be located in a public place.~~



~~(5) The curtilage, which is the area of land or structures around a single family dwelling, so long as the owner of the residence consents to the public consumption thereon.~~

~~(6) All City of Yankton parks not including the two (2) fenced in pool areas located at Memorial Park or the Dakota Territorial Capital Building located at Riverside Park.~~

(Ord. No. 936, 11-22-10)

**Sec. 3-21. Repealed Interpretation.**

~~The city has relied upon SDCL 35-1-5.3 and 35-1-9.1 et seq. when it enacted 3-17 through 3-20 and authorizes any court to utilize any state law to assist in the interpretation of this section.~~

(Ord. No. 936, 11-22-10)

**Sec. 3-22. City Parks**

The prohibition against consumption of alcoholic beverages in a public place as stated in Sec. 3-17 and the prohibition against open containers in a public place as stated in Sec. 3-18 shall not apply to possession or consumption of malt beverages, cider, or wine as defined by SDCL 35-1-1 on the grounds of any City park or where alcoholic beverages are licensed to be sold. Yankton School District property and the area within the fence surrounding the Huether Family Aquatics Center are not considered City parks for the purposes of this section.

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Formatted: Section

## Memorandum # 22-26

To: Yankton City Commission  
From: City Attorney Ross Den Herder  
Date: February 3, 2022  
Re: Ordinance 14-164 – Amendment to Chapter 14 – Special Event No-Parking Zones

---

The amendment to Ordinance 14-164 is a revision to the application process for obtaining a special event no parking zone permit, as well as some of the rules pertaining to special event no-parking zones.

Under the current regulatory scheme, the City Commission is responsible for processing Special Event No Parking Zone permits. In order to streamline a procedure that has been time-consuming and repetitive for the Commission, the proposed amendment to Ordinance 14-164 shifts the responsibility for processing such permit requests to the City Manager or their designee. If the application is denied, the applicant may appeal the denial to the Commission.

The proposed amendment also requires that the event organizer to certify that notice of the application has been provided to the owners, occupants, and businesses affected by the requested permit. The current Special Event Handbook requires prior written approval of affected businesses whenever there is a street closure, which permits an objecting business to prevent an otherwise compliant event from occurring simply by withholding their written approval. Because the City has the power to close streets so long as notice of the closure is provided, the current procedure puts more power in the hands of an affected business than they would be entitled to under the law. The proposed amendment permits the City Manager or their designee to determine whether a permit for a no-parking zone should be granted based on the criteria found in the ordinance, however, an affected property owner, occupant, or operator may appeal the grant of a permit to the Commission.

Additionally, the proposed amendment also does the following:

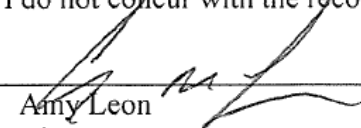
- A. Clarifies what vehicles may lawfully be in the special event no parking zone, including emergency vehicles and vehicles with properly displayed special event parking passes;
- B. Clarifies enforcement mechanisms for unauthorized vehicles found within a special event no parking zone; and
- C. Codifies the policy requiring no parking signs to be placed prior to the event.

-Ross K. Den Herder, City Attorney

Recommendation: It is recommended that the Board of Commissioners adopt Ordinance #1060 amending Ordinance 14-164 regarding Special Event No-Parking Zones.

I concur with the recommendation.

I do not concur with the recommendation.

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

\_\_\_\_ Roll call

Ordinance No. 1060

An Ordinance amending the procedures for obtaining establishment of special event no-parking zones and establishing requirements for the application for and notice of the zones in Section 14 of the Code of Ordinances of the City of Yankton, South Dakota. Be it ordained that:

Section 14-164 shall be amended to read as follows:

(a) Any person or entity may request a permit for that the Board of City Commissioners establish a special events no-parking zone by submitting a written request to the office of the city manager, or his or her designee, at least fourteen (14) days prior to the event. Along with its application, the person or entity shall submit F written request shall include:

1. A brief description of the purpose of the event,
2. A detailed map identifying the boundaries of the requested special events no-parking zone,-
3. The dates and times the zone is to be in effect; and
4. A signed certification by the event organizer that the owner, occupant, or operator of each and every business or residence within and adjacent to the zone has received notice of the permit request.

The city manager, or his or her designee shall grant requests for permits for special events no-parking zones and to issue special events no-parking permits with consideration of public safety and welfare and the best interests of the community. The event organizer may appeal a denial of a request under this Section to the board of city commissioners. Such appeal shall be added to the agenda and considered at the next regularly scheduled meeting of the board of city commissioners if filed at least seven (7) days prior to such meeting.

(b) No person shall park a vehicle in a special events no-parking zone on a date and during a time in which a special events no-parking zone permit has been issued by the City Commission has granted authority to a third party to conduct a special event. Vehicles illegally found within the special events no-parking zone may be towed. The penalty for violating this section is that provided in section 1-8 of this Code. the city manager, or his or her designee subject to the following exceptions:

1. Vehicles with properly displayed special event parking passes in compliance with Subsection (c) below;
2. Vehicles deemed by the city to be necessary for the safety and welfare of the public;
- 1-3. Any other vehicle that be necessary in case of emergency.

In addition to the penalty for parking violations as stated in Section 14-161 of these Ordinances, unauthorized vehicles found within the special events no-parking zone may be towed, and the costs and expenses of towing may be added to any civil fine assessed for violation of this Section.

(c) The special event coordinator(s) may designate certain vehicles that are allowed to park within the special event no-parking zone, by clearly displaying in the rear window or conspicuously posted on the exterior of such vehicles consecutively numbered parking passes. The number of special event parking passes issued shall be reported to the city manager, or his or her designee as soon as practicable before or during the event

(d) No more than seventy-two (72) hours nor less than forty-eight (48) hours prior to the event, no parking signs must be posted within the zone that include the following information firmly affixed: the name of the event and the date(s), start time, and end time of the no-parking zone.

(e) No person may claim as a defense to a violation of Subsection (b) of this section that he or she lacked proper notice because one (1) or more temporary signs were not in a proper location at a proper time.

~~(a)~~

Adopted:  
1st Reading:  
2nd Reading:  
Publication Date:  
Effective Date:

\_\_\_\_\_  
Stephanie Moser, Mayor

Attest:

\_\_\_\_\_  
Al Viereck, Finance Officer

## *Memorandum #22-38*

**To:** Amy Leon, City Manager  
**From:** Dave Mingo, AICP Community and Economic Development Director  
**Subject:** Proposed B-Y Water District Easement on City Owned, Airport Property  
**Date:** February 22, 2022

---

Attached is an easement that would provide B-Y Water District with the approval needed to install a valve system that will help with their provision of water to their service area within the city limits and beyond. You may remember that on a couple of occasions in the past, the City Commission approved corridor easements for a large B-Y Water main through the northern portion of the community. The identified area is located on Chan Gurney Airport clear zone property that was purchased with Federal Aviation Administration (FAA) funding. That means:

- The property is not available for any type of occupiable development (housing / commercial etc.)
- There is an extensive FAA process that involves an appraisal and contracting with our airport consulting engineer to perform the necessary administrative process for making the easement available to B-Y Water.

There will be three parts of the process that will include financial transactions. They include:

1. Paying for an appraisal of the described property.
2. Paying the consulting engineer for the administrative process needed to allow the easement on airport clear zone property, and
3. Paying the FAA for the appraised amount of the property (the FAA requires reimbursement for such an easement even though the land will remain owned by the City).

B-Y Water has agreed to reimburse the city for all costs involved and be responsible for the payment to the FAA. The City Finance Department has created a separate account number to track all related transactions if this memorandum is approved.

City staff has worked with B-Y Water staff for over six months to identify the least intrusive location for the valve system along their line that also meets the design needs to provide service. City staff prefers the proposed location because it does not impact land that could otherwise be developed.

The B-Y facility at the location will be mostly underground in a vault with a few venting appurtenances visible above ground. The easement will permit the city to continue to occupy the property as it has in the past (airport clear zone).

Respectfully submitted,

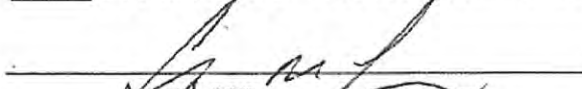


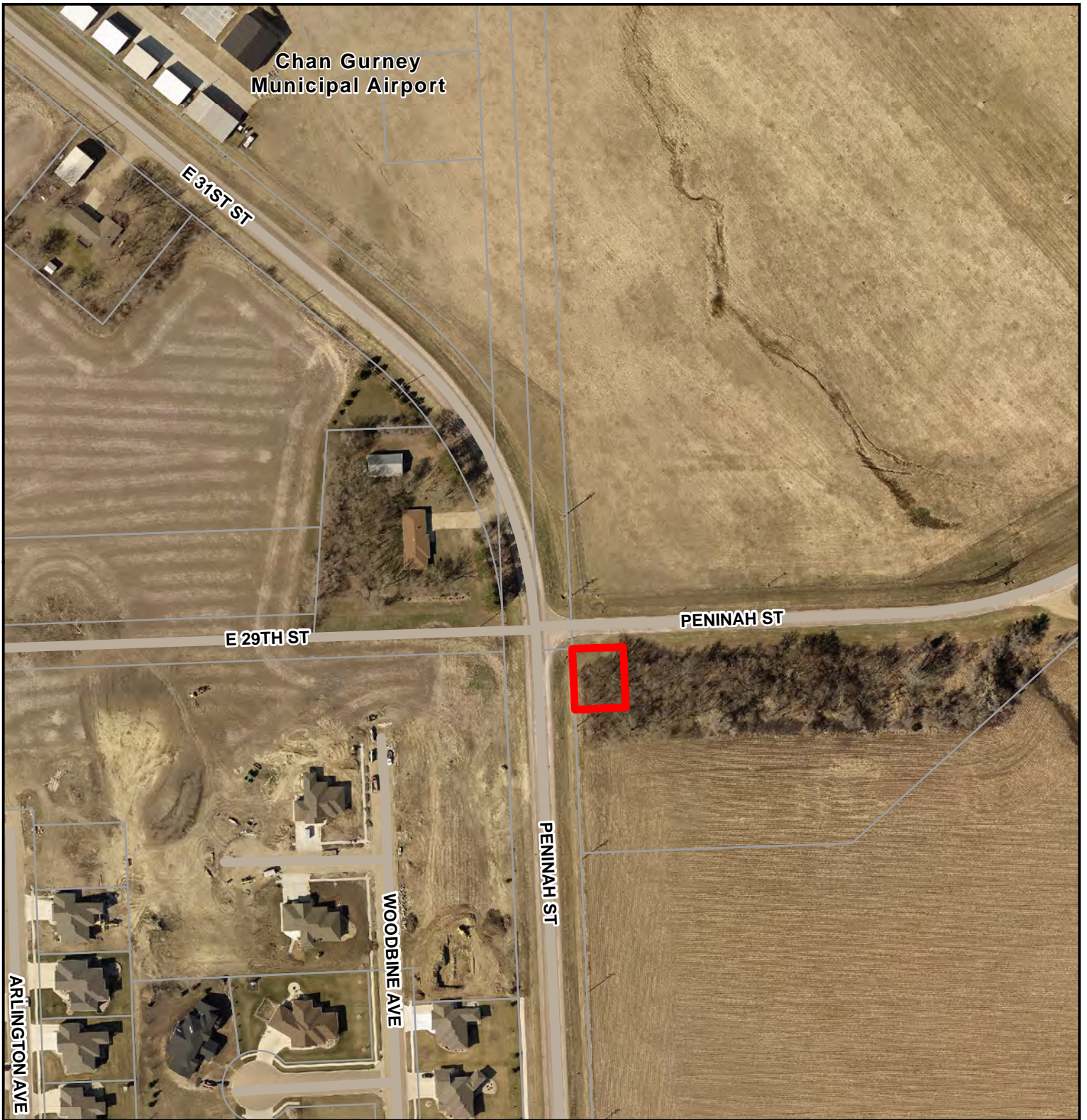
Dave Mingo, AICP  
Community and Economic Development Director

**Recommendation: It is recommended that the City Commission approve Memorandum #22-38 authorizing the City Manager to sign the easement, engineering contract and other administrative documents associated with the proposal.**

I concur with the recommendation.

I do not concur with the recommendation.

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

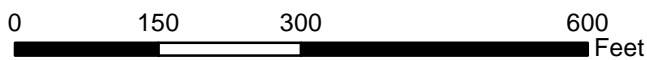


**EXHIBIT A**

**City of Yankton**

**Easement Location Map**

Right of Way Easement, Airport Lot A5  
in the City of Yankton, Yankton County, South Dakota





Prepared By:

B-Y Water District  
P.O. Box 248  
Tabor, SD 57063  
Telephone (605) 463-2531

## RIGHT-OF-WAY EASEMENT

In consideration of \$500.00 or in consideration of the benefits to be derived by the installation of the water transmission main hereinafter described to City of Yankton, hereinafter referred to as GRANTOR, by B-Y WATER DISTRICT, P.O. Box 248, Tabor, SD 57063, a public entity formed under SDCL 46-16 as amended, hereinafter referred to as GRANTEE, the receipt of which is hereby acknowledged, the GRANTOR does hereby grant, bargain, sell, transfer, and convey any and all interest held by the GRANTOR unto the GRANTEE, its successors and assigns, a perpetual easement with the right to erect, construct, install, and lay, and thereafter use, operate, inspect, repair, maintain, replace, and remove water transmission main, connections, valves, surge relief vault and all other devices used in connection with the operation of a rural water system, over, across and through the land of the GRANTOR, situated in Yankton County, State of South Dakota.

Certain types of surface improvements by the GRANTOR landowner are allowed within the easement. Pavement for parking, landscaping (not requiring footings) and signs mounted to slabs are permitted. GRANTEE is not responsible for repairs to said landowner improvements that may result from GRANTEE's operation and maintenance of GRANTEE facilities in the easement. The GRANTOR maintains the right to grant other easements in the described property.

All other improvements including but not limited to, structures, improvements that require footings of any kind are not allowed within the easement. Said land being described as follows:

**Airport Lot A5 in the Northwest  $\frac{1}{4}$ , Section 5, Township 93 North, Range 55 West of the 5<sup>TH</sup> P.M., in the City of Yankton, South Dakota,**

together with the right of ingress and egress over the adjacent lands of the GRANTOR, its successors and assigns for the purposes of this easement.

**The perpetual easement shall be sixty (60) feet in the east and west direction by seventy-five (75) feet in the north and south direction, located as shown in detail on the attached Exhibit "A".**

**In addition, a temporary easement for the purpose of providing working room for the installation of the referenced water transmission main, surge relief vault and appurtenant items in said perpetual easement is hereby granted to GRANTEE, said easement to be in effect during the time of construction and until construction is substantially complete. The temporary easement is 15 feet in width and shall located as shown in detail on the attached Exhibit "A".**

**After the date that construction is substantially complete, GRANTEE shall pay for damage to landscaping, fencing or other improvements caused by water main repair or maintenance operations. GRANTEE will pay for the repair of fences or other improvements damaged by initial construction, repair or maintenance operations.**

The consideration hereinabove recited shall constitute payment in full for any damages to the land of the GRANTOR, its successors and assigns, by reason of initial installation of the water main or improvements referred

to herein. The GRANTEE agrees to salvage and replace topsoil to a depth of 12” and compact backfill and bedding to a density equal to that of the natural, undisturbed earth adjacent to the excavation with finished grade at the original ground surface. The GRANTEE covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to the adjacent land of the GRANTOR, its successors and assigns.

The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the GRANTEE, its successors and assigns.

IN WITNESS WHEREOF, the GRANTOR has executed this instrument this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
City of Yankton (SIGNATURE)

Subscribed and sworn to me before this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Subscribing Witness

**CORPORATE ACKNOWLEDGEMENT**

State of South Dakota)

SS

County of Yankton)

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged himself/herself to be the \_\_\_\_\_ of \_\_\_\_\_, and that he/she, as such \_\_\_\_\_, being authorized to so do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as \_\_\_\_\_.

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

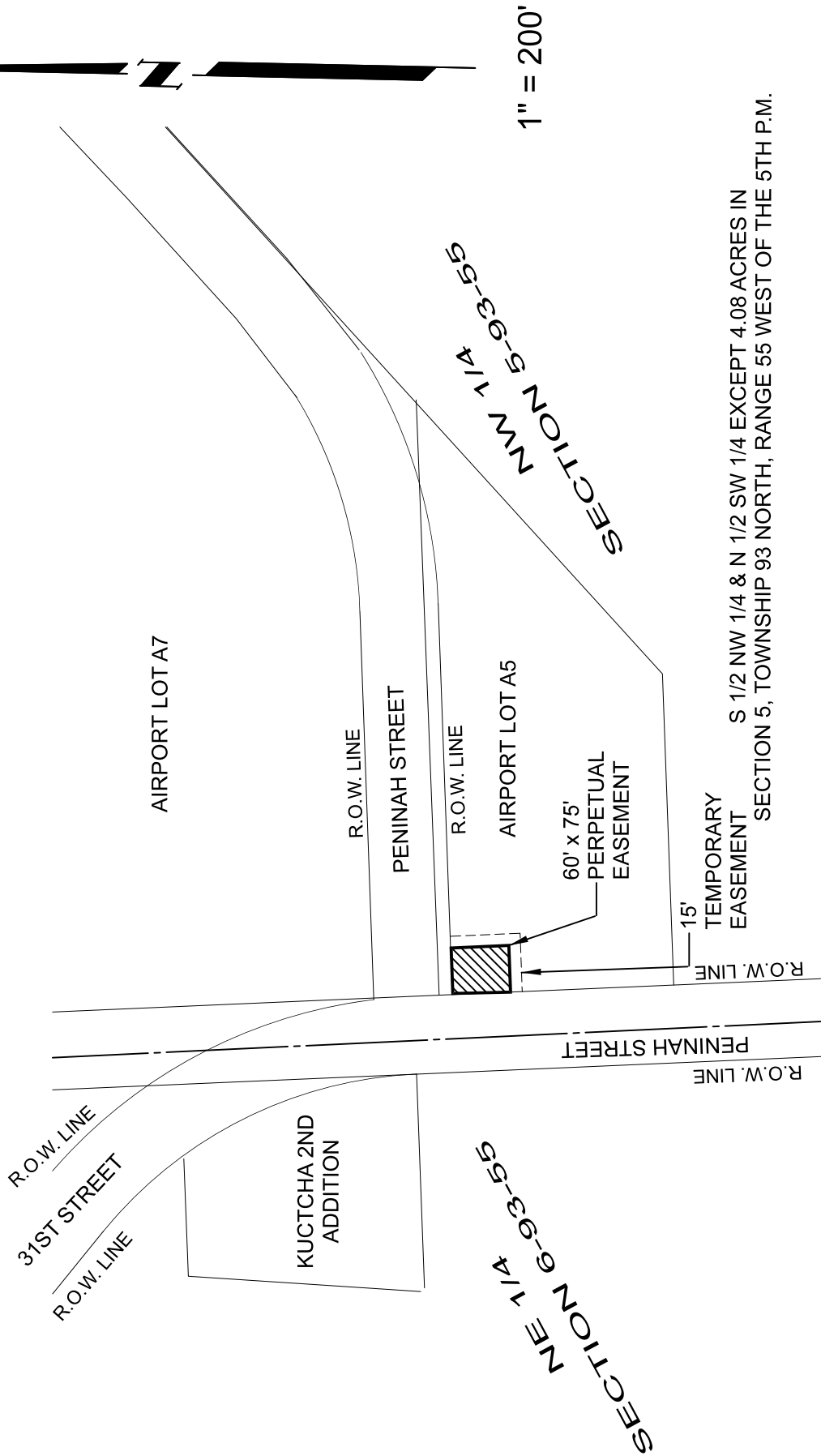
\_\_\_\_\_  
Notary Public, State of South Dakota

(SEAL)

My Commission Expires: \_\_\_\_\_

# EXHIBIT "A"

RIGHT OF WAY EASEMENT IN  
AIRPORT LOT A5 IN THE CITY OF YANKTON,  
YANKTON COUNTY, SOUTH DAKOTA

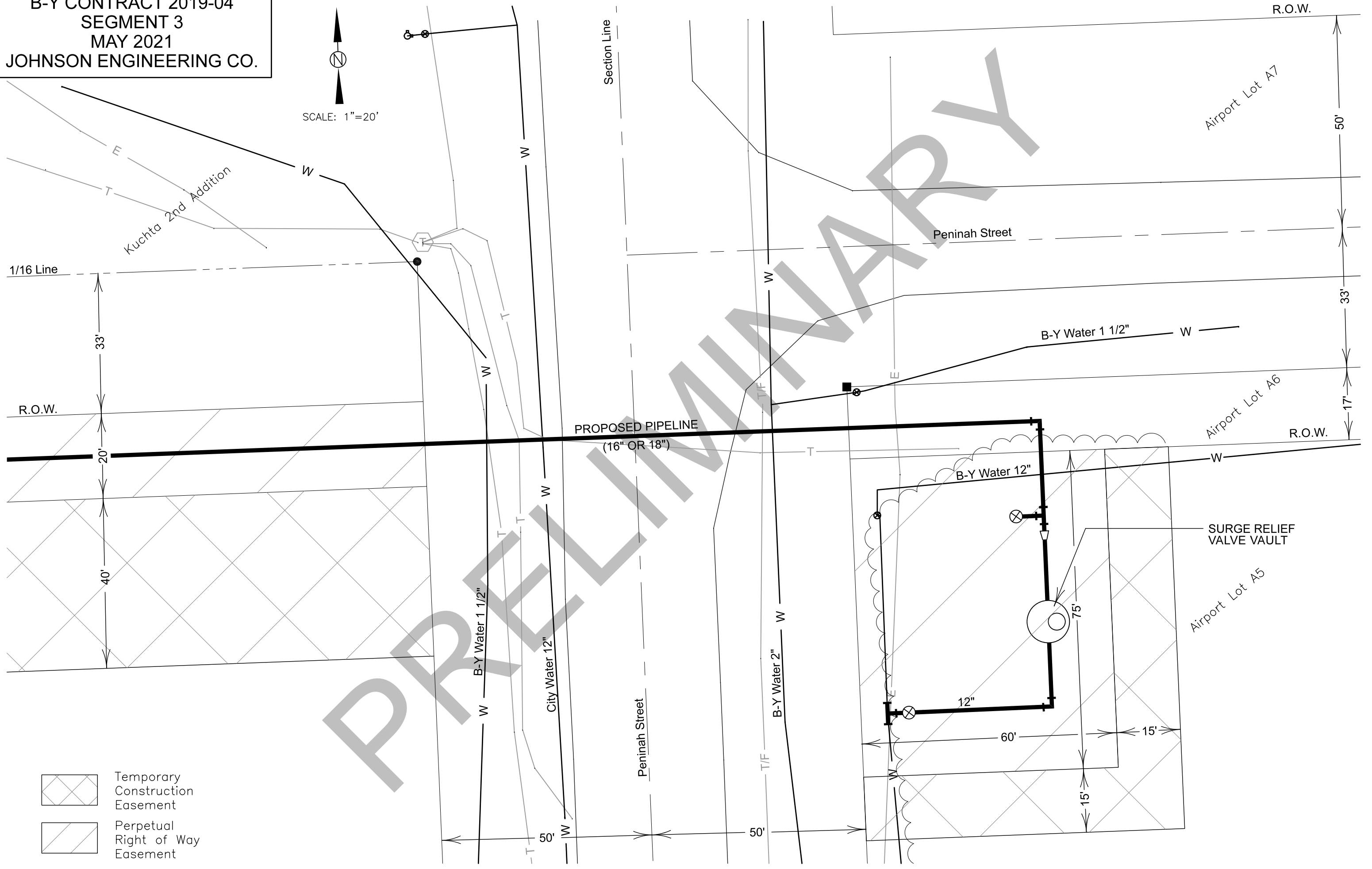
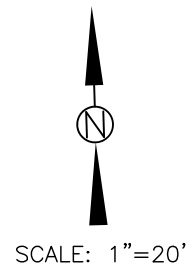




1" = 200'

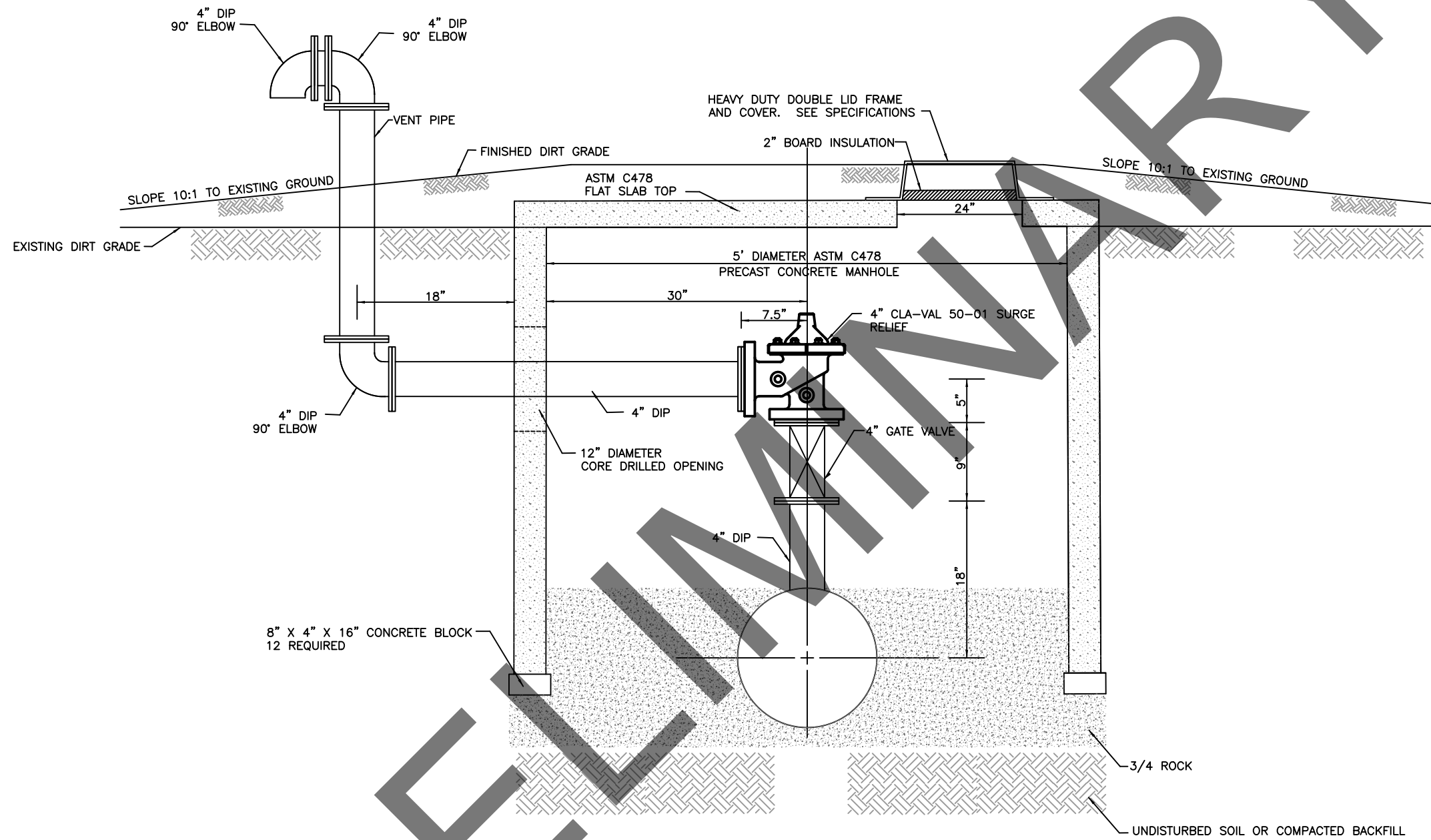
S 1/2 NW 1/4 & N 1/2 SW 1/4 EXCEPT 4.08 ACRES IN  
SECTION 5, TOWNSHIP 93 NORTH, RANGE 55 WEST OF THE 5TH P.M.

Document Prepared By:  
Johnson Engineering Co.  
1800 Broadway Ave.  
Yankton, SD 57078  
605/665-5571

B-Y CONTRACT 2019-04  
 SEGMENT 3  
 MAY 2021  
 JOHNSON ENGINEERING CO.



-  Temporary Construction Easement
-  Perpetual Right of Way Easement



**NOTES**

- 1) FOR DUCTILE IRON PIPE WATER MAIN WELDED-ON BOSS OR OUTLET SHALL BE OF 4" SIZE WITH FLANGED END. COMPANION FLANGE SHALL HAVE 4" OUTLET FOR 4" SURGE RELIEF VALVE. GATE VALVE (4") SHALL BE THE SAME SIZE AS THE COMBINATION SURGE RELIEF VALVE.
- 2) PRECAST CONCRETE MANHOLE SHALL BE PROVIDED WITH BLOCKED-OUT OPENINGS FOR THE VENT PIPE AND THE WATER MAIN IN THE LOCATIONS SHOWN. CONTRACTOR SHALL GROUT ANNULAR SPACE CLOSED AFTER INSTALLATION.
- 3) 3/4" ROCK SHALL BE CRUSHED LEDGE ROCK, COARSE AGGREGATE FOR CONCRETE IN ACCORDANCE WITH TECHNICAL SPECIFICATIONS SECTION 10.
- 4) CONTRACTOR SHALL INSTALL THE WATER MAIN TO GRADE FOR 250 FEET EACH SIDE OF THE AIR RELEASE VALVE INSTALLATION SO THAT THE HIGH POINT IN THE PIPELINE IS AT THE SURGE RELIEF VALVE. THE EXACT LOCATION OF THE SURGE RELIEF VALVE AND GRADE SHALL BE STAKED BY THE ENGINEER.
- 5) CONTRACTOR TO INSTALL NEW WOODEN FENCE POSTS AS NECESSARY WHEN REPLACING FENCE REMOVED TO INSTALL SURGE RELIEF VALVE MANHOLES.

B-Y WATER DISTRICT  
 CONTRACT 2019-04  
 SURGE RELIEF VALVE  
 INSTALLATION DETAILS  
 JOHNSON ENGINEERING CO.  
 YANKTON, SOUTH DAKOTA  
 SHEET NO. XX OF XX TOTAL SHEETS

**Memorandum #22-37**

**To:** Amy Leon, City Manager  
**From:** Jason Foote, Chief of Police  
**Subject:** Eticket Software & Equipment Purchase for Police Department  
**Date:** January 24, 2022

---

The adopted 2022 capital improvement budget provides funding of \$25,000.00 for the purchase of Eprinters and the software to utilize Etickets. Two Eprinters would need to be purchased for patrol vehicle #121 and patrol vehicle #138. The Pocket Jet 7 printer is \$413.48 apiece. The Pocket Jet 7 Printer mount is \$271.88 apiece. The total cost for two Eprinters, mounts and installation is approximately \$2,349.61. Items would be purchased through Guardian Fleet. The remaining patrol vehicles are outfitted with Brother/Pockjet armrest printers.

The software for Eticket will be purchased through Central Square. The total cost for installing and implementing Eticket devices is \$18,247.85. There is a recurring \$2,025.35 fee for maintenance each year.

The total estimated cost of this project is \$22,622.81. The quote from Central Square and Guardian are attached. There is also an attachment for a summary of services from Central Square.

Respectfully submitted,

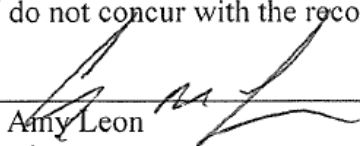


Jason Foote  
Chief of Police

**Recommendation: It is recommended that the City Commission approve Memorandum #22-37 for the purchase of two Eprinters in the amount of \$2,349.61, from Guardian. The purchase of software for Etickets in the amount of \$20,273.20, from Central Square for the Yankton Police Department, Patrol Division.**

I concur with the recommendation.

I do not concur with the recommendation.

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

\_\_\_\_ Roll call



## DEPARTMENTAL MEMORANDUM

To: City Manager Amy Leon  
From: Chief of Police Jason Foote  
Date: January 24, 2022  
Subject: Eticket

City Manager Leon,

The Yankton Police Department would like to switch over to Etickets in 2022. Etickets can be used, instead of handwritten citations. Eticket is a computer-generated citation from the software company Central Square we currently use. The Eticket would be auto-populated from information on the case assigned to the officer. This would fill in all the necessary information in the State Uniform Traffic Ticket. This information includes legal name, address, DOB, vehicle information, license plate, OLN of the license, the State Codified Law, court date, and fine amount.

The Eticket is legible, making it clear and easy to read. This cuts down on human error and has all the correct information. With the use of this software, the Eticket will already be attached to the case after it's issued to the violator. This saves officers time, so they don't have to come to the station to scan a citation to the case, the officer can remain out on patrol keeping a presence in the public.

An Eticket will be given to the violator and will be printed for the Clerk of Courts. The Eticket does not have to be notarized, like the citation in the past. This saves dispatch and officers time not requiring Etickets to be notarized. It also cuts down on the dispatch to officer contact in this Covid era.

The Clerk of Courts requests citations for arrests involving a crime. We currently write more citations than we have in the past. With our department getting newer officers and citations issued for crimes committed, the amount of errors on tickets has increased. These errors would be few and far between when information is automatically entered on the Eticket. This causes less confusion for the Clerk of Courts and the State Attorney's Office.

Thank you for your consideration.

Respectfully submitted,

Chief Jason Foote



**Guardian Fleet Safety**

PO Box 70  
Clear Lake, MN 55319  
(320) 245-4000  
luke@guardianfleetsafety.com

**ADDRESS**

Jason Foote  
Yankton Police Department  
410 Walnut Street  
Yankton, SD 57078

**Quote 22-0052**

**DATE** 01/23/2022

**INFO**

parts sale

**SALES REP**

Jeff

ACTIVITY	QTY	RATE	AMOUNT
PocketJet 7 Printer, USB Interface. Printer Only. Requires Power Cable and USB Interface Cable.	2	413.48	826.96
Brother PocketJet 6 and 7 Printer Cable Kit. Includes Hardwired DC Power Vehicle Kit and 10' USB Cable with Specialty Connector for Printer.	2	65.22	130.44
Gamber Johnson 7160-0340 Brother/Pocketjet Armrest/Printer Mount Combo	2	271.88	543.76
Freight/Shipping for Parts	1	59.45	59.45
Mobile Installation Per Mile Charge, includes housing, meals, and fuel.	630	0.80	504.00
Hourly Shop Labor Rate to install new and customer provided equipment	3	95.00	285.00

**TOTAL**

**\$2,349.61**

Accepted By

Accepted Date

Quotes are CONFIDENTIAL and proprietary between Guardian Fleet Safety and customer only.



**Quote #:** Q-70596**Primary Quoted Solution:** PSJ Pro**Quote expires on:** May 31, 2022**Quote prepared for:**

Taylor Peters

Yankton Police Department

410 Walnut Street

Yankton, SD 57078-4388

6056685249

Thank you for your interest in CentralSquare. CentralSquare provides software that powers over 8,000 communities. More about our products can be found at [www.centralsquare.com](http://www.centralsquare.com).

## WHAT SOFTWARE IS INCLUDED?

PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
Mobile PS Pro eCitations License Fee	10	350.01	3,500.09
Records PS Pro eCitations License Fee	1	5,000.13	5,000.13
Records PS Pro eCitations State- Specific Form License Fee	1	5,000.13	5,000.13
		<b>Software Total</b>	<b>13,500.35 USD</b>

## WHAT SERVICES ARE INCLUDED?

DESCRIPTION	TOTAL
PS Pro Configuration and BPR	3,350.00
PS Pro Go-Live Support	1,200.00
PS Pro Project Management Services	2,377.50
PS Pro Training Services	8,150.00
<b>Services Subtotal</b>	<b>15,077.50 USD</b>
<b>Discount</b>	<b>- 10,330.00 USD</b>
<b>Services Total</b>	<b>4,747.50 USD</b>

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**QUOTE SUMMARY**

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<b>Software Subtotal</b>	13,500.35 USD
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<b>Services Subtotal</b>	15,077.50 USD
--------------------------	---------------

<b>Quote Subtotal</b>	28,577.85 USD
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<b>Discount</b>	- 10,330.00 USD
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<b>Quote Total</b>	<b>18,247.85 USD</b>
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**WHAT ARE THE RECURRING FEES?**

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<b>TYPE</b>	<b>AMOUNT</b>
FIRST YEAR MAINTENANCE TOTAL	2,025.35

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**FIRST YEAR SUBSCRIPTION TOTAL****0.00**

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The amount totals for Maintenance and/or Subscription on this quote include only the first year of software use and maintenance. Renewal invoices will include this total plus any applicable uplift amount as outlined in the relevant purchase agreement.

## **BILLING INFORMATION**

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Fees will be payable within 30 days of invoicing.

Please note that the Unit Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of \$21.37656 will be shown as a Unit Price of \$21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Unit Price displayed above.

Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of Customer. This is not an invoice.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Customer on the Quote Form.

## **PAYMENT TERMS**

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### **License Fees & Annual Subscriptions**

- 100% Due Upon Contract Execution

### **Contract Startup**

- 100% Due Upon Contract Execution

### **Hardware & Third-Party Software**

- 100% Due Upon Contract Execution

### **Services**

- Fixed Fee: 100% Due Upon Completion
- Time & Material: Due as Incurred
- Services Bundle: Fixed Fee, 100% Due Upon Execution

### **Third-Party Services**

- Fixed Fee: 50% Due Upon Contract Execution; 50% Due Upon Completion

### **Travel & Living Expenses**

- Due as Incurred

**PURCHASE ORDER INFORMATION**

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Is a Purchase Order (PO) required for the purchase or payment of the products on this Quote Form? (Customer to complete)

Yes [ ] No [ ]

Customer's purchase order terms will be governed by the parties' existing mutually executed agreement, or in the absence of such, are void and will have no legal effect.

PO Number: \_\_\_\_\_

Initials: \_\_\_\_\_

**Yankton Police Department**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

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

## ***Memorandum #22-39***

To: Amy Leon, City Manager  
From: Adam Haberman, PE, Public Works Director  
Subject: Agreement for Professional Services with KLJ Engineering for Taxiway  
Rehabilitation Project  
Date: February 23, 2022

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The adopted 2022 City of Yankton Budget has \$1,100,000 budgeted for the design and construction of the North Taxiway and Access Road Project at the Yankton Chan Gurney Municipal Airport. The funding for this project would be a combination of shares with the Federal Aviation Administration (FAA), South Dakota Department of Transportation (SDDOT), and the City of Yankton (City).

In a meeting with SDDOT and FAA on January 27, 2022, our consultant, Kadrmas Lee and Jackson (KLJ), discussed the funding for Yankton's top priority projects, and the SDDOT sent a follow up email on January 31, 2022 regarding the 2022 funding plan for the following projects:

1. Hangar Taxilanes and Access Road (for north development hangars)
2. Taxiway A Pavement Rehabilitation (parallel taxiway to primary Runway 13-31)

During the discussions, SDDOT explained that State Apportionment funding for the shortfall of FAA Airport Improvement Program (AIP) funding was not available for 2022 construction in the amount needed for the Hangar Taxilanes and Access Road Project. KLJ has completed design to 90% review stage and has now put the project on hold until bidding for 2023 construction. It is estimated that the final stage of design in preparing the final plans for bidding will start up again in December 2022 or January 2023.

The SDDOT said that a safer decision for 2022 State Apportionment funding would be to pursue the Taxiway A Pavement Rehabilitation Project, with a smaller amount of the State Apportionment funding needed beyond AIP funding. KLJ and City staff agree moving forward with the Taxiway A Pavement Rehabilitation Project would be the better route to take for completing a 2022 project.

KLJ has prepared an Agreement for Professional Services for the Taxiway A Pavement Rehabilitation Project, which includes design, bidding, and construction administration and observation. The total cost for the services outlined in the Agreement is \$51,190.85. The Agreement has been reviewed and approved by the SDDOT Office of Aeronautics. Adjustments will be made during the 2023 budget workshops to address the necessary changes to the project timing as explained in this memorandum.

This complicated situation can best be described as simply changing which of the two planned projects is completed first to fit the best timing of available funding. The good news is that both projects will still be completed during the 2022-2023 construction seasons.

Respectfully submitted,

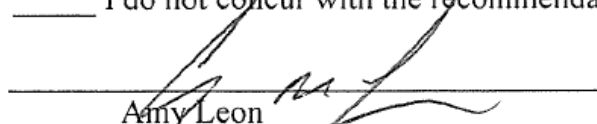


Adam Haberman, PE  
Public Works Director

**Recommendation: It is recommended that the City Commission approve the Agreement for Professional Services with KLJ Engineering and authorize the City Manager to sign and administer the project documents as explained in Memorandum #22-39.**

I concur with the recommendation.

I do not concur with the recommendation.

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

\_\_\_\_\_ Roll Call



5110 East 57th Street  
 Sioux Falls, SD 57108-8748  
 605 271 4414  
 KLJENG.COM

# Letter of Transmittal

<b>Date:</b>	February 23, 2022
<b>To:</b>	City of Yankton Attn: Adam Haberman 416 Walnut Street Yankton, SD 57078
<b>Copy To:</b>	File Dave Mingo, City of Yankton Jake Braunagel, KLJ
<b>From:</b>	Aaron Storm
<b>Re:</b>	YKN – Taxiway A Rehabilitation
<b>Project #:</b>	KLJ #2205-00315

### We Are Sending You:

<input checked="" type="checkbox"/> Attached	<input type="checkbox"/> Under Separate Cover	<input type="checkbox"/> As Requested
<input type="checkbox"/> Prints/Plans	<input type="checkbox"/> For Your Information	<input checked="" type="checkbox"/> For Your Review
<input type="checkbox"/> Specifications	<input checked="" type="checkbox"/> For Your Signature	<input type="checkbox"/> Samples
<input type="checkbox"/> Other		

**Shipped via:** Email

Copies (#)	Description
1	Agreement For Professional Services

### Remarks

See enclosed Agreement For Professional Services for your review. If acceptable, please sign, date and return a scanned copy to our office and keep the original for your records.

If you have any questions, please contact me at [Aaron.Storm@kljeng.com](mailto:Aaron.Storm@kljeng.com) or 605-444-1864.

Thank you,  
 Aaron Storm

**AGREEMENT FOR PROFESSIONAL SERVICES  
FOR  
AIRPORT PROJECT NUMBER AIP 3-46-0062-036-2022**

This Agreement is entered into by and between the City of Yankton, South Dakota, of 416 Walnut Street, Yankton, South Dakota 57078, referred to in this Agreement as the “SPONSOR,” and KLJ Engineering LLC, 4585 Coleman Street, Bismarck, ND 58503, referred to in this Agreement as the “ENGINEER.”

**BACKGROUND:**

1. The SPONSOR intends to construct the following airport improvements at the Chan Gurney Municipal Airport, with state, local, and federal assistance:

Design, Bidding and Construction Administration & Observation - Taxiway A Rehabilitation.

2. The SPONSOR wants approved plans and specifications prepared and available, together with other professional services described in this Agreement, to implement the construction of the above project.
3. The ENGINEER is in compliance with the South Dakota statutes relating to the registration of professional engineers and has indicated a willingness to provide the professional engineering services necessary for the project.

**THE SPONSOR AND THE ENGINEER MUTUALLY AGREE AS FOLLOWS:**

**1. SCOPE OF SERVICES**

- A. The SPONSOR will retain and employ the ENGINEER and the ENGINEER will perform the agreed professional services for the project at the Chan Gurney Municipal Airport, Project Number AIP 3-46-0062-036-2022, referred to in this Agreement as the “Project.”
- B. The Project and the agreed professional services are more particularly described and incorporated in this Agreement in the attached Exhibit A, entitled “Detailed Scope of Services.” The anticipated level of effort is described and incorporated in this Agreement in the attached Exhibit B, entitled “Cost Breakdown.”
- C. The ENGINEER’S preparation of plans and specifications must be in accordance with the current Federal Aviation Administration Standards for Specifying Construction of Airports (AC 150/5370-10H) and current Federal Aviation Administration (FAA) Advisory Circulars.
- D. Design standards for airports contained in current FAA Advisory Circulars are mandatory requirements and the design must conform in all aspects to current FAA Advisory Circulars, unless the FAA grants written approval, in advance, to deviate from these design standards.
- E. If the ENGINEER alters any of the standards in the current FAA Standards for Specifying Construction of Airports (AC 150/5370-10H), the ENGINEER must submit the following with the preliminary plans and specifications: 1) the ENGINEER’S letter of explanation detailing why the standards were altered and 2) the FAA approval letter allowing for the specific modification to the design standards.

**2. PERIOD OF PERFORMANCE**

This Agreement will begin upon date of last signature. The ENGINEER will complete the scope of work as defined in the detailed scope of work in the attached Exhibit A.



### 3. PAYMENT AND MAXIMUM LIMITING AMOUNT

Compensation under this Agreement will be broken into two separate and independent forms, as follows: 1) lump sum and 2) cost plus fixed fee. Following the description of the compensation method below, Tables A and B detail the items to be compensated on either a lump sum basis or a cost plus fixed fee basis.

The SPONSOR will reimburse the ENGINEER for all labor required to satisfactorily complete the work contemplated by this Agreement on either a lump sum basis or a cost plus fixed fee basis. The fixed fee will be clearly specified. The ENGINEER will be reimbursed for all materials and equipment required to satisfactorily complete the work contemplated by this Agreement on the basis of cost. Allowable costs will be direct salary, material and equipment direct costs, payroll additive, and general overhead. The general overhead will include insurance costs as described in section 9 of this Agreement. Allowable direct and indirect costs must be based on the established and customary accounting practices of the ENGINEER.

The SPONSOR will reimburse only reasonable costs for travel, meal, and lodging expenses. Maximum travel, meal, and lodging costs are as established in the Federal Travel Regulations.

For provisional billing purposes, the ENGINEER will use actual costs for direct salary, and current available costs for material and equipment, payroll additive, and general overhead. The SPONSOR will pay that portion of the fixed fee in the proportion the actual work completed as documented on the monthly progress reports bears to the whole. The ENGINEER'S invoices will include the ENGINEER'S job cost/project number.

The final reimbursement will be based on the actual unit rates in accordance with 48 CFR Part 31 and the ENGINEER'S usual and normal practice as determined by audit after all authorized work is completed, subject to the limiting amount. No additional payment for premium time as it relates to hours worked beyond forty (40) hours per week will be considered unless accumulated in accordance with the ENGINEER'S usual and normal practice.

The ENGINEER will certify that the ENGINEER'S accounting system complies with standards stated in the attached ENGINEER Accounting Certification, incorporated in this Agreement as Exhibit E.

The ENGINEER will present the SPONSOR with a voucher for the ENGINEER'S services, material usage, and equipment usage after the work has been performed and the expenses incurred. Documentation of these charges will be to the satisfaction of the SPONSOR and the South Dakota Department of Transportation (SDDOT). If the final plans are not acceptable to the SPONSOR and the SPONSOR must finish the plans, the SPONSOR will bill or deduct the costs incurred by the SPONSOR for completing the plans. The SPONSOR must approve the vouchers prior to reimbursement being made by the SPONSOR. The maximum limiting amount will be specified in the scope of work. The stated limiting amount will be construed to be a maximum amount, and is not a guarantee by the SPONSOR that the ENGINEER will be entitled to sufficient work to justify such amount.

If, during the course of construction, errors or omissions are discovered on the plans which the ENGINEER has provided pursuant to this Agreement, the ENGINEER will make the necessary corrections and furnish same to the SPONSOR, within a time period specified by the SPONSOR, at no additional compensation.

The ENGINEER has submitted to SDDOT indirect costs as percentages of direct salary costs to be used provisionally for progress payments for work accomplished during the ENGINEER'S current fiscal year. **The ENGINEER will request use of updated provisional percentage rates within four (4) months after the close of each fiscal year** in order to more accurately reflect the cost of work during subsequent years. Provisional rates will be based on the actual costs incurred during the ENGINEER'S fiscal year. In accordance with FAA 14 CFR 152.305, the ENGINEER will submit all Schedules of Indirect Costs submitted with a Certification of Indirect Costs document (see EXHIBIT F).

#### A. LUMP SUM COMPENSATION

The SPONSOR will pay the ENGINEER for services in a lump sum amount to cover all costs for completion of the work items listed in Table A below. The lump sum costs will include direct salary costs, general

overhead costs, direct non-salary expenses, and all other expenses as defined in the current edition of the FAA Advisory Circular 150/5100-14.

The lump sum payment will be based on the hours and expenses indicated in Exhibit B and will include an element for fixed fee. The lump sum fee for the work contemplated under this Agreement will constitute total compensation for all of the work necessary to complete the individual items specified in the Scope of Services. Monthly payments for those items specified in Table A will be based on the percentage of work completed to date.

Table A indicates those work items covered as lump sum payment items and the total cost or compensation for each of those items. Exhibit B provides a detailed listing of the lump sum fees and justification for those fees.

<b>TABLE A: LUMP SUM</b>	
Task Item	Total Cost/Compensation
Design and Bidding Services	\$23,737.09
FAA Project Closeout Report	\$2,360.27

**B. COST PLUS FIXED FEE COMPENSATION**

The SPONSOR will pay the ENGINEER for services on an actual cost plus fixed fee basis. The actual costs will consist of direct salary costs, general overhead costs, direct non-salary expenses, and all other expenses as defined in the current edition of the FAA Advisory Circular 150/5100-14. The fixed fee, based on the schedules in Exhibit B, must not vary from the maximum specified unless the overall scope of the Project changes. The SPONSOR will make monthly payments as the work progresses for those items specified in Table B.

Table B indicates those work items covered as a cost plus fixed fee payment items, the description of services, total estimated compensation for each of those items, and the fixed fee.

<b>TABLE B: COST PLUS FIXED FEE</b>		
Task Item	Fixed Fee	Total Cost/Compensation
Construction Observation & Records	\$ 2,483.20	\$ 25,093.49

C. The maximum limiting amount for this Agreement is \$51,190.85.

**4. EXTRA WORK**

The SPONSOR may, at any time by written order, make changes within the general scope of work under this Agreement. Any changes which materially increase or reduce the cost of or the time required for performance of services under this Agreement will be deemed a change in the scope of work for which adjustment will be made in the Agreement's maximum limiting fee and the fixed fee, or the time for performance, or both, and the Agreement will be modified in writing accordingly.

The SPONSOR will pay the ENGINEER for Extra Work separately and in addition to the consideration of the original Agreement. However, the ENGINEER will perform no Extra Work without the SPONSOR'S prior written authorization. The SPONSOR will pay the ENGINEER for Extra Work on the basis of actual costs plus a fixed fee amount, or at a negotiated lump sum. No claims will be allowed unless written approval for Extra Work has been secured in advance from the SPONSOR.

**5. AMENDMENT**

This Agreement may not be amended, except in writing, which writing will be identified as a part of this Agreement, and be signed by an authorized representative of each of the parties.

## 6. TERMINATION

The SPONSOR may terminate this Agreement, in whole or in part, on ten (10) days' written notice. If the ENGINEER breaches any of the terms or conditions of this Agreement, the SPONSOR may terminate this Agreement with or without notice. The SPONSOR will pay the ENGINEER for acceptable work accomplished to the date of termination upon furnishing to the SPONSOR all work product produced to the time of termination.

If the SPONSOR terminates this Agreement without fault on the part of the ENGINEER, the ENGINEER will deliver to the SPONSOR all work product completed to the date of termination. This work product will become the property of the SPONSOR and the SPONSOR will pay ENGINEER for work performed and delivered up to the date of termination. The value of the work performed and services rendered and delivered, and the amount to be paid as actual costs must be mutually satisfactory to the SPONSOR and to the ENGINEER. The SPONSOR will pay the ENGINEER a portion of the fixed fee, based on the ratio of the actual costs incurred to the estimated actual costs contained in the Agreement, plus actual costs. The actual costs will be determined by audit of these costs to the date of termination, subject to the maximum limiting fee.

If the SPONSOR terminates the ENGINEER'S services for fault on the part of the ENGINEER, the SPONSOR will be entitled to recover payments made to the ENGINEER for the work which is the cause of the at-fault termination. The SPONSOR will pay the ENGINEER only for work satisfactorily performed and delivered to the SPONSOR up to the date of termination. The SPONSOR may adjust any payments due to the ENGINEER at the time of termination to cover any additional costs to the SPONSOR due to the ENGINEER'S default. After audit of the ENGINEER'S actual costs to the date of termination and after the SPONSOR'S determination of the amount of work satisfactorily performed and the additional costs incurred by the SPONSOR due to the ENGINEER'S default, the SPONSOR will determine the amount to pay the ENGINEER. Upon termination, the SPONSOR may take over the work and may award another party an agreement to complete the work under this Agreement.

The SPONSOR reserves the right to suspend this Agreement at any time. The SPONSOR may initiate a suspension by written notice to the ENGINEER. The suspension will be effective as of the date established in the suspension notice. The SPONSOR will pay for the ENGINEER'S services to the date of suspension, in accordance with the above paragraphs.

The ENGINEER may terminate this Agreement with SPONSOR'S approval.

## 7. ASSIGNMENT

The ENGINEER will not assign, sublet, or transfer any interest in this Agreement without the SPONSOR'S written permission. The ENGINEER may not use subcontractors to perform any of the described services without the SPONSOR'S prior written consent. The ENGINEER will include provisions in the ENGINEER'S subcontracts requiring subcontractors to comply with the applicable provisions of this Agreement, to indemnify the SPONSOR, and to provide insurance coverage for benefit of the SPONSOR, in a manner consistent with this Agreement. The ENGINEER will cause its subcontractors, agents, and employees to comply with applicable federal, state, and local laws, regulations, ordinances, guidelines, permits, and requirements.

## 8. REPORTING

The ENGINEER will report to the SPONSOR any event encountered in the course of performance of this Agreement which results in injury to any person or property, or which may otherwise subject the ENGINEER, the SPONSOR, or the SPONSOR'S officers, agents, or employees to liability. The ENGINEER will report any such event to the SPONSOR immediately upon discovery.

The ENGINEER'S obligation under this section will only be to report the occurrence of any event to the SPONSOR and to make any other report provided for by the ENGINEER'S duties or applicable law. The ENGINEER'S obligation to report will not require disclosure of any information subject to privilege or confidentiality under law (such as attorney-client communications). Reporting to the SPONSOR under this section will not excuse or satisfy any obligation of the ENGINEER to report any event to law enforcement or other entities under the requirements of any applicable law.

#### 9. PROMPT PAYMENT AS REQUIRED IN 49 CFR 26.29

The ENGINEER will pay subcontractors or suppliers within thirty (30) days of receiving payment for work that is submitted for progress payment by the SPONSOR. If the ENGINEER withholds payment beyond this time period, the ENGINEER will submit written justification to the SPONSOR, upon request. If the SPONSOR determines a subcontractor or supplier has not received payment due without just cause, the SPONSOR may withhold future estimated payments or may direct the ENGINEER to make such payment to the subcontractor or supplier.

#### 10. INSURANCE

Before the ENGINEER begins work under this Agreement, the ENGINEER will furnish the SPONSOR the following certificates of insurance and assure that the insurance is in effect for the life of this Agreement:

##### A. General Liability

The ENGINEER will maintain occurrence general liability insurance or equivalent form with a limit of not less than \$1,000,000 for each occurrence. If such insurance contains a general aggregate limit it will apply separately to this Agreement or be no less than \$2,000,000.

##### B. Workers' Compensation

The ENGINEER will procure and maintain workers' compensation and employers' liability insurance as required by South Dakota law.

##### C. Professional Liability Insurance or Miscellaneous Professional Liability

The ENGINEER will procure and maintain professional liability insurance or miscellaneous professional liability insurance with a limit not less than \$1,000,000.

##### D. Business Automobile Liability Insurance

The ENGINEER will maintain business automobile liability insurance or equivalent form with a limit of not less than \$1,000,000 for each accident. Such insurance will include coverage for owned, hired, and non-owned vehicles.

#### 11. INDEPENDENT CONTRACTOR

While performing services under this Agreement, the ENGINEER is an independent contractor and not an officer, agent, or employee of the SPONSOR.

No employee of the ENGINEER engaged in the performance of services required under this Agreement will be considered an employee of the SPONSOR. No claim under the South Dakota Workers' Compensation Act on behalf of said employee or other person while so engaged and no claim made by any third party as a consequence of any act or omission of the part of the work or service provided under this Agreement by the ENGINEER will be the SPONSOR'S obligation or responsibility.

#### 12. INDEMNIFICATION

The ENGINEER will indemnify the SPONSOR, its officers, agents, and employees against any and all actions, suits, damages, liability, or other proceedings which may arise as a result of the negligence, misconduct,

error, or omission of the ENGINEER or any officer, agent, or employee of the ENGINEER performing services under this Agreement. This section does not require the ENGINEER to be responsible for or defend against claims or damages arising solely from acts or omissions of the SPONSOR, its officers, agents, or employees.

### 13. SEVERABILITY

If any court of competent jurisdiction holds any provision of this Agreement unenforceable or invalid, that holding will not invalidate or render unenforceable any other provision of this Agreement.

### 14. SUPERCESSION

All other prior discussions, communications, and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and, except as specifically provided in this Agreement, this Agreement constitutes the entire agreement with respect to its subject matter.

### 15. CONTROLLING LAW

This Agreement will be governed by and construed in accordance with the laws of the State of South Dakota.

### 16. AUDIT

The ENGINEER will maintain a cost accounting system capable of segregating and allocating costs incurred in connection with this Agreement.

All Project charges will be subject to audit in accordance with the SPONSOR'S current procedures and 2 CFR Part 200.

Upon reasonable notice, the ENGINEER will allow the SPONSOR, the FAA, and the Comptroller General of the United States, through any authorized representative, to have access to and the right to examine and copy all records, books, papers, or documents related to services rendered under this Agreement. The ENGINEER will keep these records clearly identified and readily accessible for a period of three (3) years after the date of final payment under this Agreement is made and all other pending matters are closed.

### 17. COMPLIANCE

The ENGINEER will comply with all federal, state, and local laws, regulations, ordinances, guidelines, permits, and requirements applicable to providing services pursuant to this Agreement, and will be solely responsible for obtaining current information on such requirements. The ENGINEER will procure all licenses, permits, and other rights necessary for fulfillment of ENGINEER'S obligations under this Agreement.

### 18. NOTICE

Any notice or other communication required under this Agreement will be in writing and sent to the respective address set forth above. Notices will be given by and to Adam Haberman, Public Works Director, on behalf of the SPONSOR, and by and to Aaron Storm, Project Manager, on behalf of the ENGINEER, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties will be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination will be sent by registered or certified mail, or, if personally delivered, when received by such party.

### 19. CERTIFICATION REGARDING LOBBYING

The ENGINEER certifies, to the best of the ENGINEER'S knowledge and belief, that: No federal appropriated funds have been paid or will be paid, by or on behalf of the ENGINEER, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making

of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any of the above mentioned parties, the ENGINEER will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The ENGINEER will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients will certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### 20. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

The ENGINEER certifies, by signing this Agreement, that neither the ENGINEER nor the ENGINEER'S principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency.

#### 21. CIVIL RIGHTS (49 CFR Part 21)

The ENGINEER will be bound by Exhibit C, attached to and made a part of this Agreement, said assurance being entitled, "STANDARD TITLE VI/NONDISCRIMINATION ASSURANCES APPENDIX A & E." The ENGINEER will provide services in compliance with the American with Disabilities Act of 1990, and any amendments.

#### 22. AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982, SECTION 520

The ENGINEER will comply with pertinent statutes, Executive Orders, and such rules as are promulgated to assure that no person will, on the grounds of race, creed, color, national origin, sex, age, or handicap, be excluded from participating in any activity conducted with or benefiting from federal assistance. This provision obligates the ENGINEER or its transferee for the period during which federal assistance is extended to the airport program, except where federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases the provision obligates the ENGINEER or any transferee for the longer of the following periods: (a) the period during which the property issued by the SPONSOR or any transferee for a purpose for which federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the SPONSOR or any transferee retains ownership or possession of the property. In the case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the contract.

#### 23. CLEAN AIR ACT (49 CFR Part 18)

The ENGINEER stipulates that any facility to be utilized in the performance of this Agreement, under the Clean Air Act, as amended, Executive Order 11738, and regulations in implementation thereof is not listed on the U.S. Environmental Protection Agency List of Violating Facilities pursuant to 40 CFR 15.20 and that the SPONSOR will be promptly notified of the receipt by the ENGINEER of any communication from the Director, Office of Federal Activities, EPTA, indicating that a facility to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

#### 24. RIGHTS TO INVENTIONS (49 CFR Part 18)

All rights to inventions and materials generated under this Agreement are subject to regulations issued by the FAA and the SPONSOR of the federal grant under which this Agreement is executed. The SPONSOR will provide information regarding these rights, if requested.

#### 25. DBE REQUIREMENTS (49 CFR Part 26)

It is the policy of the SDDOT that disadvantaged business enterprises (DBE) as defined in 49 CFR Part 26 will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to this Agreement.

**DBE Obligation.** The ENGINEER will ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds provided under this Agreement. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. The ENGINEER will not discriminate on the basis of race, color, national origin, or sex in the award and performance of SDDOT assisted contracts.

## 26. TRADE RESTRICTION (49 CFR Part 30)

The ENGINEER or its subcontractor, by submission of an offer and execution of an agreement, certifies that it:

- A. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- B. has not knowingly entered into any contract or subcontract for this Project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- C. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the Secretary of the SDDOT waives the restrictions of this clause in accordance with 49 CFR 30.17, no contract will be awarded to a contractor or subcontractor who is unable to certify to the above. If the ENGINEER knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the Project, the Federal Aviation Administration may direct through the SPONSOR, cancellation of the contract at no cost to the SPONSOR, SDDOT, or FAA.

Further, the ENGINEER will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The ENGINEER may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The ENGINEER must provide immediate written notice to the SPONSOR if the ENGINEER learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The ENGINEER'S subcontractor must provide written notice to the ENGINEER if at any time it learns that the ENGINEER'S subcontractor's certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the ENGINEER or the ENGINEER'S subcontractor knowingly rendered an erroneous certification, the FAA may direct through the SPONSOR cancellation of the contract or subcontract for default at no cost to the SPONSOR or the FAA.

Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.


## 27. EQUAL OPPORTUNITY

The ENGINEER and the ENGINEER'S subcontractor will abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status.

28. CERTIFICATION OF ENGINEER

The ENGINEER warrants that the ENGINEER is in compliance with the Certification of Engineer attached as Exhibit D and made a part of this Agreement.

The parties signify their agreement by signatures affixed below.

KLJ Engineering LLC  
By:   
Its: Senior Vice President, EPW  
Date: 2/23/2022

City of Yankton, South Dakota  
By: \_\_\_\_\_  
Its: City Manager  
Date: \_\_\_\_\_  
Attest: \_\_\_\_\_

\_\_\_\_\_  
City Auditor/Clerk



DETAILED SCOPE OF SERVICES

A. Design and Preparation of Plans and Specifications

- i. The ENGINEER will develop plans, cost estimates, and bidding documents for review by the SPONSOR and the South Dakota Department of Transportation (SDDOT), and for submission to the Federal Aviation Administration, Airports District Office (FAA). **When required by FAA Order 5100.38D, Airport Improvement Program Handbook, the ENGINEER will submit construction safety plan sheets of the plans to FAA for approval.**
- ii. The ENGINEER’S plans or drawings will include making necessary field surveys; ~~arranging for soil or any necessary testing analyses;~~ and preparation of cost estimates. **The SPONSOR will not accept any plans and specifications unless cost estimates accompany the submission.**
- iii. The ENGINEER will submit copies of the Project’s Construction Safety Plan to SDDOT and FAA for approval, prior to completion of the plans. Following review and receipt of comments from the SPONSOR and SDDOT, the ENGINEER will proceed with the preparation of the Project’s final plans and specifications.
- iv. The ENGINEER will certify the plans and specifications by placing and signing the following statement on the plans and specifications:

I hereby certify, to the best of my professional ability, these plans and specifications were developed under my supervision in accordance with all applicable federal standards and requirements. No deviation from or modification to standards as set forth in the Federal Aviation Administration Advisory Circulars will be necessary other than those previously approved by the Federal Aviation Administration.

Professional Seal/Signature: \_\_\_\_\_

Date: \_\_\_\_\_

- v. The ENGINEER will prepare cost estimates based on the final design, make any required supplemental design analyses, and hold consultations, as necessary, to obtain the SPONSOR’S approval and SDDOT’S acceptance. The ENGINEER will furnish to SDDOT, FAA, and the SPONSOR, a sufficient number of copies of the plans, specification, and other documents necessary for the review, approval, and acceptance.
- ~~vi. If the Project includes paving work in excess of \$500,000.00, the ENGINEER will submit a Construction Management Program as outlined in FAA Order 5100.38D, and in paragraph C of this Exhibit for SDDOT’S acceptance, and for submission to and acceptance by FAA, prior to starting any construction.~~
- ~~vii. The SPONSOR may require the ENGINEER to develop a Construction Management Program for projects with less than \$500,000.00 in paving costs.~~

B. Bidding and Negotiation Services

- i. The ENGINEER will provide assistance in soliciting bidders; will attend the bid opening; will tabulate, and analyze bids; will prepare a revised estimate on bids; will make recommendations to the SPONSOR for award of construction contracts for the construction of the improvements; will assist in any negotiations of proposals as required; and will assist in any preparation of the formal construction contract documents.
- ii. In the preparation of any formal construction contract documents, the ENGINEER will act only within the ENGINEER’S proper authority. The parties to this Agreement understand and agree proper legal review of the documents and data will be necessary.
- iii. The ENGINEER will furnish the necessary documents for the use of prospective bidders.

C. Construction Administration Services

- i. During the construction of the Project, the ENGINEER will periodically review the work performed by the contractor and will supervise and manage the ENGINEER'S employees assigned to the Project under paragraph D of this Exhibit.
- ii. The ENGINEER will assist in correct interpretation of the plans and specifications, attend pre-bid conference and preconstruction conference, prepare change orders, supplement agreements and periodic progress payment estimates, make a final inspection, and final payment estimates.
- iii. The ENGINEER will prepare and submit to the SPONSOR and SDDOT "As Built" or "Construction Plans of Record," ~~and an updated Airport Layout Plan (ALP).~~
- iv. The ENGINEER will prepare and submit Quality Project Closeout Reports Volumes 1 and 2 to the SPONSOR, SDDOT, and FAA.
- v. Upon review of the Quality Project Closeout Reports Volumes 1 and 2 by SDDOT and FAA, the SDDOT or FAA may require the ENGINEER to revise the reports, as necessary.
- vi. ~~The Construction Management Plan will be required for all projects with paving costs in excess of \$500,000.00, and as required by FAA Order 5100.38D Airport Improvement Program Handbook.~~
- vii. The ENGINEER will provide the following for Quality Closeout Report Volume 2:

~~1. Construction Management Plan: The ENGINEER will furnish to SDDOT two (2) copies of the Construction Management Program Volume 2 part A. SDDOT will retain one (1) copy and will submit one (1) copy to FAA prior to the start of construction, in accordance with AC 150/5370 "Quality Control of Construction for Airport Grant Projects." The ENGINEER will detail the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the federal specifications. The Construction Management Program will include as a minimum the following:~~

- ~~a. Name of the person representing the SPONSOR who has overall responsibility for contract administration for the Project and the authority to take necessary actions to comply with the contract.~~
- ~~b. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the Project, together with a description of the services to be provided.~~
- ~~c. Procedures for determining that testing laboratories meet the requirements of the American Society of Testing Material's standards on laboratory evaluation, referenced in the contract specifications (D 3666, C 1077).~~
- ~~d. Qualifications of engineering supervision and construction inspection personnel.~~
- ~~e. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test.~~
- ~~f. Procedures for ensuring that the tests are taken in accordance with the program, the tests are documents daily, the proper corrective actions, where necessary, are undertaken, and the quantity of materials used is adequate.~~

2. Final Test and Quality Control Report (Volume 2 part b): The ENGINEER will submit the Final Test and Quality Control Report with Volume 1 of the Project Closeout Report. The ENGINEER will include in the report, as a minimum, the following:

- a. Results of the tests performed, highlighting those tests that failed or did not meet the applicable test standard. A narrative should precede each specification category identifying failed tests and the corrective action taken. The narrative should also include an explanation of any pay reductions, applied, and reasons for accepting any out-of-tolerance material. The narrative should be followed by supporting computations. The report should include all test results with a summary sheet of test results preceding actual test data. Specification limits or tolerance should be listed on all test results or data.
- b. Failure to provide a complete report as described above, or failure to perform such tests, will, absent any compelling justification, result in a reduction in federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the FAA'S discretion and will be based on the type or types of required tests not performed or not documented and will commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the grant agreement.
- c. Copies of all material certifications, job mixes, range and control charts, gradation results, weekly construction progress reports, and construction working day count must be included in the report.

D. Resident Engineering, Inspection, and Staking Services

- i. The ENGINEER will provide resident construction inspection ~~and establishment of vertical and horizontal control.~~ The resident construction inspection responsibilities will include ~~complying with Construction Management Plan and~~ recording data for the Test and Quality Control Report.
- ~~ii. The resident construction inspection services will include establishment of lines and grades, and surveys to determine item quantities for final payment estimates.~~
- iii. The resident construction inspector and assistants will inspect the work of the contractor to assure the Project and its several elements are constructed in compliance with the plans and specifications and will help safeguard against defects and deficiencies in the work. The furnishing of such resident construction inspection will not serve to make the ENGINEER responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions or programs, or for the failure of the construction contractor to perform the construction work in accordance with the contract documents.
- iv. The resident construction inspector will receive all test and laboratory reports and will utilize the results of those reports in the performance of its duties.
- v. The ENGINEER will have the right and authority, through the resident construction inspector, to order the construction work stopped whenever such action is deemed necessary.
- vi. Field testing for all aspects of the proposed construction will be under the direction of the ENGINEER through the resident construction inspector.
- vii. Testing performed by the ENGINEER with in-house inspection and testing personnel will be billed at the rates as set for in this Agreement for personnel performing such testing.
- viii. For required testing appertaining to bituminous and certain other construction and for laboratory tests, which the ENGINEER cannot accomplish in-house, the ENGINEER will retain or assist the owner in obtaining the services of an independent testing laboratory satisfactory to the SPONSOR and SDDOT. The testing laboratory's schedule of testing charges will be subject to the SPONSOR'S and SDDOT'S approval.
- ix. The ENGINEER will ensure all subcontracts contain all the required provisions of the prime contract.
- x. The testing laboratory will operate under the ENGINEER'S or the ENGINEER'S agent's direction; however, testing laboratory billings for services will not be considered a part of the engineering services being

provided under this Agreement, and will be billed by the ENGINEER to the SPONSOR as separate and identifiable charges and will include copies of invoices.

- xi. The ENGINEER will review and approve all testing laboratory billings as being applicable to the construction of the improvements prior to inclusion of billings to the SPONSOR.
- xii. The ENGINEER will submit to the SPONSOR, resumes outlining the qualifications of the resident construction inspector and other key inspectors for review and approval by the SPONSOR, SDDOT, and FAA prior to performing any services in paragraph D.

E. Project Completion Date

The Engineer shall complete the total contract within 180 days after final construction acceptance. Schedule and fee is based on FAA funding for the project being approved for construction in 2022. If funding does not become available for 2022 construction, timelines may be revised accordingly.

SEE ATTACHMENT A FOR ADDITIONAL DETAILED SCOPE OF SERVICES.

**COST BREAKDOWN**

SEE ATTACHMENT B FOR DETAILED COST BREAKDOWN

**STATE OF SOUTH DAKOTA  
DEPARTMENT OF TRANSPORTATION  
STANDARD TITLE VI / NONDISCRIMINATION ASSURANCES  
APPENDIX A & E  
MARCH 1, 2016**

During the performance of this Agreement, the ENGINEER, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Aviation Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non- discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

During the performance of this Agreement, the ENGINEER, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

**Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).


\*\*\*\*\*

CERTIFICATION OF ENGINEER

I hereby certify that I am the Senior Vice President, EPW and duly authorized representative of the firm of KLJ Engineering LLC, whose address is 4585 Coleman Street, Bismarck, ND 58503, and that neither I nor the above firm I represent has:

1. Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this Agreement;
2. Agreed, as an expressed or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out this Agreement; or
3. Paid, or agreed to pay, to any firm, organization, or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring, or carrying out this Agreement; except as expressly stated herein (if any):

I acknowledge that this certification is to be furnished to the State of South Dakota, Department of Transportation, the Federal Aviation Administration, and United States (U.S.) Department of Transportation, in connection with this Agreement involving participation of Airport Improvement Program (AIP) funds, and is subject to applicable State and federal laws, (both criminal and civil).

Firm: KLJ Engineering LLC  
Signature:   
Name of Corporate Official: Mark Anderson, PE  
Title: Senior Vice President, EPW  
Date of Execution: 2/23/2022




CONSULTANT ACCOUNTING CERTIFICATION

Firm Name: KLJ Engineering LLC

I, the undersigned, certify that I will review the proposals to establish final indirect cost rates for the fiscal periods during which work will be performed as authorized by Work Orders issued under this Agreement and to the best of my knowledge and belief:

1. The accounting system is capable of segregating and allocating reasonable and allowable costs, in accordance with 48 CFR 31.2;
2. All costs included in the proposals to establish final indirect cost rates for the period of this Agreement will be allowable in accordance with the cost principals of the Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR), part 31;
3. The proposals will not include any costs which are expressly unallowable under applicable cost principles of the FAR of 48 CFR 31, such as: advertising and public relations costs, contributions and donations, entertainment costs, fines and penalties, lobbying costs, defense of fraud proceedings, and good will; and
4. All indirect costs included in the proposals will be properly allocable to contracts on the basis of a beneficial or causal relationship between the expenses incurred and the contracts to which they are allocated in accordance with applicable acquisition regulations.

I declare that the foregoing is true and correct.

Signature: 

Name of Corporate Official: Mark Anderson, PE

Title: Senior Vice President, EPW

Date of Execution: 2/23/2022

CONSULTANT INDIRECT COST RATE CERTIFICATION

Firm Name: KLJ Engineering LLC

Indirect Cost Rate Proposal: 184.44%

Date of Proposal Preparation: February 10, 2022

Fiscal Period Covered (mm/dd/yyyy to mm/dd/yyyy): 01/01/2020 to 12/31/2020

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

- 1. All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of title 48, Code of Federal Regulations (CFR), part 31.
- 2. This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.

Signature:  \_\_\_\_\_

Name of Corporate Official (Print): Mark Anderson, PE

Title: Senior Vice President, EPW

Date of Certification (mm/dd/yyyy): 2/23/2022



Attachment A  
Detailed Scope of Services  
Chan Gurney Municipal Airport, Yankton, South Dakota  
AIP Project # 3-46-0062-036-2022  
KLJ #2205-00315

## PROJECT DESCRIPTION

### General

The work is to occur at Chan Gurney Municipal Airport in Yankton, South Dakota, under the terms and conditions of the Standard Agreement for Professional Services (Agreement) between the City of Yankton (Owner) and KLJ (Engineer).

KLJ will provide engineering services for design and construction of parallel Taxiway A rehabilitation. The project shall include design, bidding, construction, and FAA project closeout report services. The parallel Taxiway A services the primary Runway 13-31 and will include phases for the concrete rehabilitation and remarking. The rehabilitation shall consist of concrete partial depth and/or full depth repair, remove/replace joint sealant, and airfield marking.

The federal work shall be performed and constructed under a Federal Aviation Administration (FAA) Airport Improvement Program (AIP) grant to the City of Yankton.

The project scope is as follows:

- Task 2 - Design and Bidding Services
- Task 3 - Construction Administration and Observation Services
- Task 14 - FAA Project Closeout Report

The Engineer shall perform the work under this Agreement with FAA Advisory Circulars and regulations that are current as of the effective date of the Agreement. Changes to the FAA Advisory Circulars and regulations after the date of this Agreement shall be addressed per Section V, Item P, of the Agreement.

### Completion Time

The Engineer shall complete the Design Services (minus the Bidding Services) within 90 calendar days of the Owner issuance of the Notice to Proceed. Note that the schedule allows for a maximum of two weeks review by the FAA for reviews of both the Engineering Design Report and the Plans/Specifications. The Bidding Services shall be completed within the timeframe set forth by the Owner's requirements to bid and state law bidding practice. The Engineer shall complete the total contract within 180 days after final construction acceptance. Schedule and fee is based on FAA funding for the project being approved for construction in 2022. If funding does not become available for 2022 construction, timelines may be revised accordingly.

## PROJECT ADMINISTRATION

**Project Scoping Meeting with Owner.** The Engineer shall attend a meeting to discuss project scoping, FAA Pre-Application and airport capital improvements plan with the Owner via teleconference (1 meeting). The Engineer staff attending the meeting shall consist of the following:

- Client Manager (Project Manager)
- Project Manager (Engineer)

**Prepare Project Detailed Scope of Services and Schedule.** The Engineer shall prepare a Detailed Scope of Services and preliminary schedule based on the information obtained during the Owner Scoping Meeting. Engineer shall submit the Detailed Scope of Services and schedule to the Owner for review and make applicable modifications as agreed upon.

**Project Detailed Scope of Services Review with FAA.** The Engineer shall present the final Detailed Scope of Services for review and approval. The Engineer shall work with the Owner and FAA to refine the Detailed Scope of Services. The Engineer anticipates one (1) edit based on the Owner's comments and one (1) edit based on FAA comments.

**Engineering Detailed Scope of Services and Hour Negotiations.** Upon Detailed Scope of Services approval from the FAA, the Engineer shall prepare a detailed hour breakdown with the associated fees for review by the Owner.

**Agreement for Professional Services.** The Engineer shall compile the Agreement for Professional Services (Agreement), complete an internal review and execution of the Agreement for approval by the Owner.

~~**Prepare and Coordinate Subconsultant Agreements.**~~ Not included in this scope of services.

~~**Independent Fee Document Preparation.**~~ Not included in this scope of services.

## PROJECT MANAGEMENT

**Overall Project Management.** The Engineer shall provide project management services to manage the completion of the project within the conditions of this Agreement. Project management is crucial to the success of all projects; specifically, it is crucial to this project. The Engineer has Aaron Storm, PE identified as the project manager for the project. Project management is the discipline of planning, organizing, and managing resources to successfully meet this project's objectives and goals. It is the project manager's responsibility to notify the Owner of any issues, problems, or concerns regarding the project; the delegation of all activities to the project team; and handling all subconsultant coordination. In addition, if any items arise during the duration of the project that are outside this Detailed Scope of Services of work, the project manager shall address them with the Owner.

**Project Startup Meeting.** The Engineer shall conduct an internal kickoff meeting with the design staff consisting of all design team members.

**Project Budget Setup.** The Project Manager shall coordinate with the internal accounting staff to establish the internal budgets.

**Bi-Weekly Budget Review / Projections.** The Project Manager shall review budgets and budget projections on a bi-weekly basis and coordinate any known issues with the Owner.

**Monthly Invoicing.** The Project Manager and internal accounting staff shall prepare monthly billings of project accounting.

**Periodic Internal Meetings.** The Project Manager and lead designer shall conduct periodic status meetings to review schedule and outstanding issues encountered.

**Develop Quality Control Plan.** The Engineer shall develop a Quality Control Plan for the project. The plan shall include project instructions, milestone checking, and peer review procedures at each phase of the project.

**FAA Grant Reimbursement Processing.** The Engineer shall assist the Owner with preparation and coordination of the appropriate documentation required for the Owner to receive reimbursement for project eligible costs through the Owner's FAA grant. The Owner shall finalize and submit the requests for reimbursement to the SDDOT Office of Aeronautics.

**Monthly Status Reports.** The Engineer shall prepare and submit monthly status reports to the Owner noting project progress, issues encountered and action requirements by the Owner.

**FAA Quarterly Reports.** The Engineer shall prepare and submit the quarterly FAA reports.

~~**DBE Reporting.**~~ Not included in this scope of services.

**Prepare SDDOT Audit Review Information.** The Engineer shall prepare and coordinate the necessary invoice documentation for submittal to the South Dakota Department of Transportation Division of Management and Finance.

## PROJECT PRE-DESIGN

**Pre-Design Meeting.** Upon execution of the Agreement, the Engineer shall coordinate for a pre-design meeting shall be held at the airport with the Owner, Engineering design team, subconsultants and other stakeholders to define the project requirements and schedule. It is anticipated that the following design staff members shall attend the pre-design meeting:

- Project Manager (Engineer)
- Client Manager (Project Manager)

**Site Visit, Investigations and Data Collection.** The Engineer shall investigate existing conditions through site visits and as-built drawings supplied by the Owner, to determine scope of work and effects on airfield construction. No utility data collection is included in this scope of services.

~~**Coordinate Preliminary Soils Investigation.**~~ No solicitation and coordination of soils borings is included in this scope of services. Concrete repair will be specified based on visual inspection by Engineer.

~~**Preliminary Survey and Base Map Preparation.**~~ No survey collection is included in this scope of services.

**Develop Project Justification.** The Engineer shall develop the appropriate project justification to obtain federal funding based on the applicable FAA Advisory Circulars and AIP Handbook.

**Develop and Submit Environmental Checklist.** Prepare a Categorical Exclusion (CATEX) using the FAA ARP SOP 5.00 Appendix A-Documented CATEX form according to FAA Order 1050.1F and the criteria contained in FAA Order 5050.4B. Modification or additions to FAA Order 1050.1F and FAA Order 5050.4B or any new environmental laws or regulations that significantly change the services to be performed, as defined below, shall be handled under Section V, Item P, of the Agreement. The general objective of this study is to provide documented information necessary for the Federal Aviation Administration (FAA) to determine the proposed action shall not individually or cumulatively have a significant effect on the human environment and for which neither an environmental assessment or environmental impact statement is required. The Engineer is responsible for providing concise environmental documentation that is acceptable to the FAA, State, and the Owner. The CATEX shall be sufficient to ensure compliance with the National Environmental Policy Act (NEPA). The proposed Detailed Scope of Services for the preparation of the CATEX is as follows:

- a) Agency Coordination  
The Engineer shall coordinate with a select group of federal, state, and local agencies (maximum of three) to ensure compliance with federal, state, and local laws and regulations. The Engineer shall not obtain any permits as part of the work.
- b) Environmental Documentation  
The Engineer shall prepare a CATEX FORM (FAA ARP SOP 5.00 Appendix A) for submittal to the FAA.

~~**Analysis of FAA Standards.**~~ Not applicable and not included in this scope of services.

~~**Complete Pavement Design / Life Cycle Cost Analysis.**~~ Not included in this scope of services.

**Engineering Design Report.** The Engineer shall complete and submit to the FAA an Engineering Design Report in accordance with FAA criteria. The report shall include a summary of the project, photographs of the site, design standards, environmental protection, soils and grading, drainage, pavement design, material availability, pavement marking, electrical design analysis, non-AIP work, Engineer's construction cost estimate, modifications to FAA standards as applicable, airport operational safety, and associated work items.

**Prepare Preliminary Opinion of Cost and Update Airport Capital Improvement Plan (ACIP).** The Engineer shall prepare a preliminary estimate of construction costs. Construction costs shall be developed based on historical local bid documentation, local suppliers and material availability. Updates shall be made to the ACIP as necessary.

~~Update Airport Layout Plan (ALP) Drawings.~~ Not included in this scope of services.

~~Develop DBE Plan.~~ Not applicable as cost anticipated to be under \$250,000 Federal Share. Not included in this scope of services.

**Pre-Design Internal Document Review.** The Engineer shall conduct a review of pre-design documents to verify findings are consistent with the pre-project assumptions and notify the Owner of any areas of concern or with any necessary Detailed Scope of Services revisions required.

## PRELIMINARY PLANS AND SPECIFICATIONS

~~Complete Pavement Design.~~ Not included in this scope of services.

~~Develop Project Geometrics.~~ Not included in this scope of services.

~~Prepare Subsurface Drainage Design.~~ Not included in this scope of services.

~~Develop Site Grading Plan.~~ Not included in this scope of services.

~~Prepare Storm Drainage Design.~~ Not included in this scope of services.

~~Prepare Erosion Control Plan.~~ Not included in this scope of services.

~~Prepare Airfield Lighting and Signage Design.~~ Not included in this scope of services.

~~Prepare Lighting (Area) Plan.~~ Not included in this scope of services.

~~Prepare Utility Plan.~~ Not included in this scope of services.

**Preliminary Plan Sheets.** The Engineer shall prepare a plan set to address the necessary improvements and to depict the preliminary design elements. The plan set to include the following drawings:

- Cover Sheet
- Sheet Index
- Project Work Description and Basis of Estimate
- Construction Safety and Phasing Plan
- Construction Safety and Phasing Plan Details and Notes
- Traffic Control Details
- General Project and Construction Notes
- Typical Pavement Sections
- Concrete Joint Details
- Pavement Rehabilitation Layout Plan
- Pavement Marking Plan - Permanent
- Pavement Marking Details - Permanent

~~Subconsultant Coordination.~~ Not included in this scope of services.

**Prepare Preliminary Contract Documents.** The Engineer shall prepare preliminary contract documents. The Owner shall provide a legal review of the Agreement Between Owner and Contractor template that is provided by the Engineer to make sure that it complies with local, state, and federal law. The Engineer shall use contract provisions prepared for the Owner and modify as applicable for this project. Documents to include consist of the following:

- Advertisement for Bids
- Instruction to Bidders
- Bid Proposal

- DBE Guidance and Forms (as applicable)
- Construction Contract Notification
- Buy American Guidance
- Wage Rate Determinations
- Agreement between Owner and Contractor
- Contractual Requirements
- Safety Plan Compliance Document
- Final Review and Acceptance Document
- Environmental Permitting Documents
- Notice of Award
- FAA General Provisions
- Local and State Provisions

**Prepare Technical Specifications.** The Engineer shall prepare preliminary technical specifications for the identified items of work. Specifications to be used shall reference FAA Advisory Circular 150/5370-10H, Standards for Specifying Construction of Airports and any applicable FAA Regional Guidance.

~~**Prepare Modification to Standards Request.** Not included in this scope of services.~~

**Prepare Preliminary Estimate of Construction Cost.** The Engineer shall prepare a preliminary estimate of construction costs. Construction costs shall be developed based on research of local suppliers and material availability and recent bid tabulations for similar work in the region.

**Prepare Preliminary Construction Schedule.** The Engineer shall prepare a preliminary schedule of construction activities based on the preliminary phasing plan with construction durations based on average production rates for completion of the major project work elements.

~~**Update Signage and Marking Plan.** Not included in this scope of services.~~

**Preliminary Internal Plans and Specifications Review.** The Engineer shall conduct an internal preliminary plans and specifications review of the design completed in the Preliminary Engineering Phase of the project.

~~**Preliminary Design Review Meeting with Owner.** Not included in this scope of services.~~

~~**Periodic Owner Meetings.** Not included in this scope of services.~~

~~**Periodic Agency Meetings.** Not included in this scope of services.~~

## FINAL PLANS AND SPECIFICATIONS

**Prepare Engineer's Responses to Review Comments.** The Engineer shall provide a written statement summarizing the review comments to include justification for items to remain and the applicable action on areas of design modification.

**Prepare Final Plans.** The Engineer shall complete the development of the drawings to 90% completion, which is intended to be a complete set in pending final review and approval by the Owner.

**Prepare Final Contract Documents/Technical Specifications.** The Engineer shall complete the development of the specifications to 90% completion, which is intended to be a complete set in pending final review and approval by the Owner.

**Prepare Final Construction Safety and Phasing Plan (CSPP).** The Engineer shall finalize the Construction Safety and Phasing Plan (CSPP) to include an airside traffic control plan and submit the plan to the FAA and SDDOT for review and approval.

**Update Final Quantities and Construction Cost Estimate.** The Engineer shall update the opinion of construction costs and determine the bid schedule of work.

**Prepare Engineering Design Report Supplement.** The Engineer shall prepare a supplement to the Engineering Design report as applicable for modifications made during the final design process for submittal to the FAA and SDDOT for approval.

**Update Construction Schedule.** The Engineer shall finalize the construction schedule for use in the contract documents.

**FAA Plans and Specifications Review.** The Engineer will submit and coordinate with the FAA ADO and SDDOT on a review of the 90% plans and specifications.

**Final Internal Plans and Specifications Review.** The Engineer shall conduct an internal final plans and specifications review of the design completed in the Final Engineering Phase of the project.

**Final Plans and Specifications Revisions.** The Engineer shall complete the development of the drawings to 100% completion, which is intended to be a complete set in pending final review and approval by the Owner.

**Final Design Review Meeting with Owner.** The Engineer shall conduct a final design review at the 90% design completion stage with the Owner to obtain comments on the final design. The Engineer shall attempt to include appropriate Federal and State agency representatives either in person or by teleconference, depending on the project Detailed Scope of Services. The Engineer shall schedule an inspection of the project site with the Owner to review elements of the design. It is anticipated the following staff members shall attend the final review meeting:

- Project Manager (Engineer)
- Client Manager (Project Manager)

~~**Periodic Owner Meetings.** Not included in this scope of services.~~

~~**Periodic Agency Meetings.** Not included in this scope of services.~~

## **BIDDING SERVICES**

**Print and Distribute Plans and Specifications.** The Engineer shall print and issue the Bid Documents to prospective bidders. The documents shall also be made available to prospective bidders utilizing an on-line service.

**Bid Invitations and Advertisement.** The Engineer shall coordinate with the Owner on the placement of the Advertisement for Bids in the appropriate local legal publication as well as regional trade organizations.

~~**Attend Pre-Bid Conference and Site Visit.** Not included in this scope of services.~~

**Document and Respond to Contractor Questions.** The Engineer shall maintain a record of Contractor requests and questions along with the corresponding response.

**Create and Maintain Planholder's List.** The Engineer shall maintain a planholder's list as plans and specifications are issued to Contractors.

**Issue Addenda.** The Engineer shall issue written addenda as appropriate to interpret, clarify or expand the bidding documents. The Engineer shall send the written addenda to all planholders who received plans and specifications from the Engineer.

**Attend Bid Opening.** The Engineer shall perform the bid opening the City of Yankton.

**Prepare Bid Tabulation.** The Engineer shall prepare a bid tabulation following the bid opening.



**Bidder Contractual Requirements Review.** The Engineer shall review bidder responsiveness, responsibility, and completeness of submittal. The Engineer shall advise the Owner when an issue may need the review of the Owner's legal representative.

**Prepare Recommendations of Award.** The Engineer shall advise the Owner as to the acceptability of subcontractors, DBE subcontractors, and other persons and organizations proposed by the Prime Contractor for all portions of the work as to which such acceptability is required by the bidding documents.

**Prepare and Submit FAA Grant Application.** The Engineer shall prepare the Application for Federal Assistance and State Funding Applications.

**Prepare Award and Construction Contract Documents.** The Engineer shall prepare the awarding contracts for construction, materials, equipment, and services for one contract. Items shall include a written Notice of Award, coordination of the Agreement Between Owner and Contractor and Notice to Proceed for submittal and approval by the Owner. The Owner shall provide a legal review of the Agreement Between Owner and Contractor that is provided by the Engineer to make sure that it complies with local, state, and federal law.

## **CONSTRUCTION ADMINISTRATION / CONSTRUCTION OBSERVATION**

### **PROJECT MANAGEMENT**

**Overall Project Management.** The Engineer shall provide project management services to manage the completion of the project within the conditions of this Agreement. Project management is crucial to the success of all projects; specifically, it is crucial to this project. The Engineer has Aaron Storm identified as the project manager for the project. Project management is the discipline of planning, organizing, and managing resources to successfully meet this project's objectives and goals. It is the project manager's responsibility to notify the Owner of any issues, problems, or concerns regarding the project; the delegation of all activities to the project team; and handling all subconsultant coordination. In addition, if any items arise during the duration of the project that are outside this Detailed Scope of Services of work, the project manager shall address them with the Owner.

**Bi-Weekly Budget Review / Projections.** The Project Manager shall review budgets and budget projections on a bi-weekly basis and coordinate any known issues with the Owner.

**Monthly Invoicing.** The Project Manager and internal accounting staff shall prepare monthly billings of project accounting.

~~**Periodic Internal Meetings.** Not included in this scope of services.~~

~~**Develop Quality Control Plan.** Not included in this scope of services.~~

**Monthly Status Reports.** The Engineer shall prepare and submit monthly status reports to the Owner noting project progress, issues encountered and action requirements by the Owner.

**FAA Quarterly Reports.** The Engineer shall prepare and submit the quarterly FAA reports.

~~**DBE Reporting.** Not included in this scope of services.~~

## **CONSTRUCTION ADMINISTRATION**

~~**Prepare Construction Management Plan (if paving costs exceed \$500,000 in overall cost).** It is anticipated that a Construction Management Plan will not be required for this project. No effort for this task has been included.~~

**Prepare and Conduct Pre-Construction Conference.** Conduct a pre-construction meeting at the Airport. The Engineer shall prepare the pre-construction agenda, conduct the pre-construction conference and site visit at the Airport. The detailed discussion of the project to include:

- Roles and responsibilities
- Contractor's representatives
- Schedules
- Safety
- Security
- Testing requirements
- Resident Engineer's role
- Labor requirements
- DBE and Civil Rights
- Environmental and materials storage
- Plans and Specifications
- Materials certification requirements
- Shop drawing requirements

It is anticipated that the following engineering staff members shall attend the pre-construction conference:

- Project Manager (Engineer)
- Resident Engineer (Engineer-In-Training I)

~~**Prepare and Conduct Pre-Phase Meetings.**~~ It is anticipated that Pre-Phase Meetings will not be required for this project. No effort for this task has been included in this scope of services.

**Shop Drawing/Certification Review.** Review Contractor shop drawings and certifications for compliance with the project plans and specifications for one (1) contract. Issue the appropriate response to the Contractor.

- Estimate based on up to 2 reviews of 1 shop drawing (average of 1 hour each for review, response, and filing in project records)
- Estimate based on up to 2 reviews of 3 material submittals (average of 0.5 hour each for review, response, and filing in project records)

**Review Contractor Requests for Information (RFI) and Responses.** Review Contractor requests for information one (1) contract. Coordinate with Owner staff as applicable and issue the written response to the Contractor.

- Estimate based on response to 1 RFI (average of 1 hour each for review, response, and filing)

**Prepare Change Orders.** The Engineer shall prepare change orders for modifications to the Contractors work, payment or schedule as the issues arise during the construction phase for one (1) contract.

- Estimate based on 1 change order (average of 2 hours each change order for FAA coordination, SDDOT coordination, Owner coordination, and preparation of documents)

**Prepare Periodical Pay Estimates.** The Engineer shall prepare periodical pay estimates based on the Contractor's completed and accepted work on the project at a frequency agreed upon by the Owner and the Contractor for one (1) contract.

- Estimate based on up to 2 pay estimates (average of 2 hours each for preparation of documents)

**Project Records and Payrolls.** Maintain a record of all the project documents and correspondence. Conduct a review of the Contractor and subcontractor payrolls for conformance with the project wage rates and regulations for one (1) contract.

- Estimate based on 1 month of payroll records (average of 2 hours per month)

**Weekly Construction Progress Meetings.** The Engineer shall coordinate progress meetings on a scheduled agreed upon by the Owner and the Contractor. The Engineer shall prepare the progress meeting agendas, conduct the meetings, and issue meeting minutes to the appropriate parties. The Engineer shall coordinate with the Owner on user attendees at the meeting based on the progress of the work. Also, the Engineer shall submit weekly FAA construction status reports to the Owner, SDDOT and Contractor.

- Estimate based on 4 weekly meetings (estimate based on 2 in person and 2 via teleconference)

**Conduct Substantial/Punchlist Inspection of Project.** The Engineer shall coordinate with the Owner and the Contractor to conduct a pre-final inspection with the parties and prepare the final inspection punchlist for one (1) contract. It is assumed that one (1) engineering staff members shall attend the pre-final inspection. The Engineer shall verify that punchlist items have been completed and recommend to the Owner acceptance of the work. Review O&M Manuals and any required training materials for completeness.

**Conduct Final Inspection of Project.** The Engineer shall coordinate with the Owner, the Contractor, and SDDOT to conduct a final inspection meeting at the Airport for one (1) contract. It is assumed that two (2) engineering staff members shall attend the final inspection. The Engineer shall follow-up on any new deficiencies that are identified or punchlist items that have not been satisfactorily corrected.

~~**Analyzing Grades per FAA Requirement.**~~ It is anticipated that Analyzing Grades per FAA Requirement will not be required for this project. No effort for this task has been included.

~~**Tribal Monitoring Coordination.**~~ It is anticipated that Tribal Monitoring will not be required for this project. No effort for this task has been included.

**FAA Grant Coordination/Reimbursement Processing.** The Engineer shall assist the Owner with preparation and coordination of the appropriate documentation required for the Owner to receive reimbursement for project eligible costs through the Owner's FAA grant. The Owner shall finalize and submit the requests for reimbursement to the SDDOT Office of Aeronautics.

**Periodic Owner Meetings.** It is anticipated that the Engineer shall attend one (1) miscellaneous meeting to coordinate construction activities and issues with the Owner.

## CONSTRUCTION OBSERVATION

~~**Construction Surveying.**~~ Not included in this scope of services.

~~**Contractor Staking.**~~ Not included in this scope of services.

**Observation - Full Time and Periodic.** The Engineer shall provide full time construction observation for this project. It is estimated at this time that 26 calendar days be allowed for the project. If the actual construction time exceeds that estimate, additional construction observation time shall be required, and the Engineer's fee shall be equitably adjusted.

- Construction time to complete the project is estimated at 20 working days. The Engineer estimates that the Resident Engineer shall be on-site for 20 working days at 8 hours per day and includes travel.

Although the Engineer shall perform construction administration and observation on this project, the Contractor is responsible for the means and methods of construction. The Engineer has no control over the Contractor's work product.

## ~~AERONAUTICAL SURVEY SERVICES~~

It is anticipated that Aeronautical Survey Services for an as-built survey will not be required for this project. No effort for this task has been included in this agreement for Aeronautical Survey Services.

## FAA PROJECT CLOSEOUT REPORT

**Overall Project Management.** The Engineer shall provide project management services to manage the completion of the project within the conditions of this Agreement. Project management is crucial to the success of all projects; specifically, it is crucial to this project. The Engineer has Aaron Storm, PE identified as the project manager for the project. Project management is the discipline of planning, organizing, and managing resources to successfully meet this project's objectives and goals. It is the project manager's responsibility to

notify the Owner of any issues, problems, or concerns regarding the project; the delegation of all activities to the project team; and handling all subconsultant coordination. In addition, if any items arise during the duration of the project that are outside this Detailed Scope of Services, the project manager shall address them with the Owner.

The Engineer shall perform the following closeout items per the requirements of the FAA:

~~Prepare Final Payment.~~ SDDOT Aeronautics shall prepare the final outlay request for final grant payment.

~~Prepare DBE Summary Report.~~ It is anticipated that a DBE Summary Report will not be required for this project. No effort for this task has been included in this scope of services.

**Prepare Executive Summary.** The Engineer shall perform appropriate post-construction photographic documentation of the project and any adjacent properties that could have been affected by construction activities. The Engineer shall also prepare an Executive Summary of the project.

**Prepare Quantity Revision Summary.** Perform three-way check of all project costs and explanations of cost variations from plan.

~~Prepare ALP Update.~~ It is anticipated that an ALP Update will not be required for this project. No effort for this task has been included in this scope of services.

~~Exhibit A Update.~~ It is anticipated that an Exhibit A Update will not be required for this project. No effort for this task has been included in this scope of services.

**Prepare Record Drawings.**

- Prepare record drawings and provide one (1) bound hard copy set and one (1) electronic set (PDF format) to the Owner.

**Prepare Closeout Report Document.**

- Prepare summaries of all test results on materials installed as required and final testing report.
- Once FAA has approved the Closeout Report, the Engineer shall provide one (1) copy to the Owner.

## **OWNER'S RESPONSIBILITIES**

**Project Representative.** The Owner shall designate a Project Representative with authority to administer the Engineer's consultant contract. All requests for information or a decision by the Owner on any aspect of the work shall be directed to the Owner's Project Representative.

**Submittal Reviews.** The Owner shall review submittals by the Engineer and provide prompt decisions and responses to questions in order to minimize delay in the progress of the Engineer's work.

**FAA Grant Coordination/Reimbursement Processing.** The Owner shall prepare the requests for reimbursement during the project.

**Historical Information.** The Owner shall furnish the Engineer one copy of As-Built drawings, maps, records, surveys, reports, preliminary designs, etc. that are pertinent to the project.

**Agreement Between Owner and Contractor.** The Owner shall provide a legal review of the Agreement Between Owner and Contractor template that is provided by the Engineer to make sure that it complies with local, state, and federal law.

**Disadvantaged Business Enterprise (DBE) Plan.** The Owner has an approved DBE Plan and shall make determinations on accomplishments and participation as applicable to the project.

**Attachment B**  
 Chan Gurney Municipal Airport  
 Yankton, SD  
 KLJ #2205-00315, AIP #3-46-0062-036-2022  
**Hourly Rate and Cost Breakdown**



**PHASE: Design and Bidding Services**  
 Taxiway A Pavement Rehabilitation

KLJ Title	Project Manager	Engineer	Engineer in Training I	Project Assistant I	Professional Land Surveyor	Contract Administrator	Environmental Planner III	Task Direct Labor Cost
<b>Project Administration</b>								
Project Scoping Meeting with Owner	1	1						\$ 113.00
Prepare Project Detailed Scope of Services and Schedule		2						\$ 100.00
Project Detailed Scope of Services Review with FAA		1						\$ 50.00
Engineering Detailed Scope of Services and Hour Negotiations	0.5	2						\$ 131.50
Agreement for Professional Services	0.5	2				0.5		\$ 148.00
<del>Prepare and Coordinate Subconsultant Agreements</del>								\$ -
<del>Independent Fee Document Preparation</del>								\$ -
<b>Subtotal</b>								<b>\$ 542.50</b>
<b>Project Management</b>								
Overall Project Management	1	4						\$ 263.00
Project Startup Meeting		1	1					\$ 81.00
Project Budget Setup		1		1				\$ 70.00
Bi-Weekly Budget Review / Projections		1						\$ 50.00
Monthly Invoicing		1						\$ 50.00
Periodic Internal Meetings		0.5	0.5					\$ 40.50
Develop Quality Control Plan		1						\$ 50.00
FAA Grant Coordination / Reimbursement Processing		1						\$ 50.00
Monthly Status Reports		1						\$ 50.00
FAA Quarterly Reports		0.5						\$ 25.00
<del>DBE Reporting</del>								\$ -
Prepare SDDOT Audit Review Information		1						\$ 50.00
<b>Subtotal</b>								<b>\$ 779.50</b>
<b>Project Pre-Design</b>								
Pre-Design Meeting	1	1						\$ 113.00
Site Visit, Investigations and Data Collection		8	8					\$ 648.00
<del>Coordinate Preliminary Soils Investigation</del>								\$ -
<del>Preliminary Survey and Base Map Preparation</del>								\$ -
Develop Project Justification		1						\$ 50.00
Develop and Submit Environmental Checklist		1	1				2	\$ 161.00
<del>Analysis of FAA Standards</del>								\$ -
<del>Complete Pavement Design / Life Cycle Cost Analysis</del>								\$ -
Engineering Design Report		1	2					\$ 112.00
Prepare Preliminary Opinion of Cost and Update Airport Capital Improvement Plan (ACIP)		1						\$ 50.00
<del>Update Airport Layout Plan (ALP) Drawings</del>								\$ -
<del>Develop DBE Plan</del>								\$ -
Pre-Design Internal Document Review		1						\$ 50.00
<b>Subtotal</b>								<b>\$ 1,184.00</b>

**Attachment B**  
 Chan Gurney Municipal Airport  
 Yankton, SD  
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**Hourly Rate and Cost Breakdown**



**PHASE: Design and Bidding Services**  
 Taxiway A Pavement Rehabilitation

KLJ Title	Project Manager	Engineer	Engineer in Training I	Project Assistant I	Professional Land Surveyor	Contract Administrator	Environmental Planner III	Task Direct Labor Cost
<b>Preliminary Plan &amp; Specifications</b>								
Preliminary Plan Sheets:								\$ -
Cover Sheet			1					\$ 31.00
Sheet Index			1					\$ 31.00
Project Work Description and Basis of Estimate			1					\$ 31.00
Construction Safety and Phasing Plan	1	2	4					\$ 287.00
Construction Safety and Phasing Plan Details and Notes		1	1					\$ 81.00
Traffic Control Details			1					\$ 31.00
General Project and Construction Notes		1	1					\$ 81.00
Typical Pavement Sections			1					\$ 31.00
Concrete Joint Details			1					\$ 31.00
Pavement Rehabilitation Layout Plan	1	2	8					\$ 411.00
Pavement Marking Plan - Permanent			1					\$ 31.00
Pavement Marking Details - Permanent			1					\$ 31.00
<del>Subconsultant Coordination</del>								\$ -
Prepare Preliminary Contract Documents		2		2				\$ 140.00
Prepare Technical Specifications		2						\$ 100.00
<del>Prepare Modification to Standards Request</del>								\$ -
Prepare Preliminary Estimate of Construction Cost		1	2					\$ 112.00
Prepare Preliminary Construction Schedule		1						\$ 50.00
<del>Update Signage and Marking Plan</del>								\$ -
Preliminary Internal Plans and Specifications Review		2						\$ 100.00
<del>Preliminary Design Review Meeting with Owner</del>								\$ -
<del>Periodic Owner Meetings</del>								\$ -
<del>Periodic Agency Meetings</del>								\$ -
<b>Subtotal</b>								<b>\$ 1,610.00</b>
<b>Final Plans and Specifications</b>								
Prepare Engineer's Responses to Review Comments		1						\$ 50.00
Prepare Final Plans		2	6					\$ 286.00
Prepare Final Contract Documents/Technical Specifications	1	2						\$ 163.00
Prepare Final Construction Safety and Phasing Plan		1	2					\$ 112.00
Update Final Quantities and Construction Cost Estimate	1	1						\$ 113.00
Prepare Engineering Design Report Supplement		1						\$ 50.00
Update Construction Schedule		0.5						\$ 25.00
FAA Plans and Specifications Review		1						\$ 50.00
Final Internal Plans and Specifications Review	4	4	4					\$ 576.00
Final Plans and Specifications Revisions	1	2	4					\$ 287.00
Final Design Review Meeting with Owner								
Meeting Preparation		0.5						\$ 25.00
Participate in Meeting	1	1						\$ 113.00

**Attachment B**  
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 Yankton, SD  
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**Hourly Rate and Cost Breakdown**



**PHASE: Design and Bidding Services**  
 Taxiway A Pavement Rehabilitation

KLJ Title	Project Manager	Engineer	Engineer in Training I	Project Assistant I	Professional Land Surveyor	Contract Administrator	Environmental Planner III	Task Direct Labor Cost
Prepare and File Meeting Minutes		0.5						\$ 25.00
<del>Periodic Owner Meetings</del>								\$ -
<del>Periodic Agency Meetings</del>								\$ -
<b>Subtotal</b>								<b>\$ 1,875.00</b>
<b>Bidding Services</b>								
Print and Distribute Plans and Specifications		1		4				\$ 130.00
Bid Invitations and Advertisement		1		1				\$ 70.00
<del>Attend Pre Bid Conference and Site Visit</del>								\$ -
Document and Respond to Contractor Questions	1	2						\$ 163.00
Create and Maintain Planholder's List				2				\$ 40.00
Issue Addenda		1		1				\$ 70.00
Attend Bid Opening								
Bid Opening Preparation	0.5	1						\$ 81.50
Participate in Bid Opening (including travel)	4	4						\$ 452.00
Prepare Bid Tabulation		1		2				\$ 90.00
Bidder Contractual Requirements Review								
Buy American Review		1						\$ 50.00
DBE Review		1						\$ 50.00
Bid Deficiencies Evaluation		1						\$ 50.00
Prepare Recommendations of Award		1						\$ 50.00
Prepare and Submit FAA Grant Application		2						\$ 100.00
Prepare Award and Construction Contract Documents		2		1				\$ 120.00
<b>Subtotal</b>								<b>\$ 1,516.50</b>
<b>Total Hours</b>	<b>19.5</b>	<b>85.5</b>	<b>52.5</b>	<b>14</b>	<b>0</b>	<b>0.5</b>	<b>2</b>	<b>0</b>
<b>Hourly Rate</b>	<b>\$63.00</b>	<b>\$50.00</b>	<b>\$31.00</b>	<b>\$20.00</b>	<b>\$43.00</b>	<b>\$33.00</b>	<b>\$40.00</b>	<b>\$0.00</b>

Direct Labor Total	\$	7,507.50
Indirect Labor Total (1.8444 Overhead Rate)	\$	13,846.83
<b>Direct and Indirect Labor Total</b>	<b>\$</b>	<b>21,354.33</b>
Fixed Fee (11%)	\$	2,348.98
Cost of Facilities (0.45%)	\$	33.78

**Subtotal \$ 23,737.09**

Expenses				
Air Charter		per trip @		trips
Per Diem		per day @		days
Materials and Supplies				
Other Expenses				

**Expenses Total \$ -**

**Design and Bidding Services Total Cost \$ 23,737.09**

**Attachment B**  
 Chan Gurney Municipal Airport  
 Yankton, SD  
 KLJ #2205-00315, AIP #3-46-0062-036-2022  
**Hourly Rate and Cost Breakdown**



**PHASE: Construction Administration / Construction Observation**

Estimate based on 20 Working Days

KLJ Title	Project Manager	Engineer	Engineer in Training I	Project Assistant I				Task Direct Labor Cost
<b>Project Management</b>								
Overall Project Management		4						\$ 200.00
Bi-Weekly Budget Review / Projections		1						\$ 50.00
Monthly Invoicing		1						\$ 50.00
<del>Periodic Internal Meetings</del>								\$ -
<del>Develop Quality Control Plan</del>								\$ -
Monthly Status Reports		1						\$ 50.00
FAA Quarterly Reports		0.5						\$ 25.00
<del>DBE Reporting</del>								\$ -
<b>Subtotal</b>								<b>\$ 375.00</b>
<b>Construction Administration</b>								
<del>Prepare Construction Management Plan (if paving costs exceed \$500,000 in overall cost)</del>								\$ -
Prepare and Conduct Pre-Construction Conference								
Meeting Preparation		0.5	1					\$ 56.00
Participate in Meeting (including travel)		4	4					\$ 324.00
Prepare and File Meeting Minutes		0.5	0.5					\$ 40.50
<del>Prepare and Conduct Pre-Phase Meetings</del>								
Shop Drawing / Certification Review		2	3					\$ 193.00
Review Contractor Requests for Information (RFI) and Responses		1						\$ 50.00
Prepare Change Orders		2						\$ 100.00
Prepare Periodical Estimates		2	2					\$ 162.00
Project Records and Payrolls					2			\$ 40.00
Weekly Construction Progress Meetings								
Meeting Preparation		4						\$ 200.00
Participate in Meeting (including travel)		10						\$ 500.00
Prepare and File Meeting Minutes		4						\$ 200.00
Conduct Substantial / Punchlist Inspection of Project			2					\$ 62.00
Conduct Final Inspection of Project								
Meeting Preparation		1						\$ 50.00
Participate in Meeting (including travel)		4	4					\$ 324.00
Prepare and File Meeting Minutes		1						\$ 50.00
<del>Analyzing Grades per FAA Requirement</del>								\$ -
<del>Tribal Monitoring Coordination</del>								\$ -
FAA Grant Coordination / Reimbursement Processing		1						\$ 50.00
Periodic Owner Meetings		4						\$ 200.00
<b>Subtotal</b>								<b>\$ 2,601.50</b>



**Attachment B**  
 Chan Gurney Municipal Airport  
 Yankton, SD  
 KLJ #2205-00315, AIP #3-46-0062-036-2022  
**Hourly Rate and Cost Breakdown**



**PHASE: Construction Administration / Construction Observation**  
 Estimate based on 20 Working Days

Construction Observation							
Construction Surveying							\$ -
Contractor Staking							\$ -
Observation - Full Time and Periodic			160				\$ 4,960.00
Aeronautical Survey Services							\$ -
							\$ -
<b>Subtotal</b>							<b>\$ 4,960.00</b>
Total Hours	0	48.5	176.5	2	0	0	0
Hourly Rate	\$63.00	\$50.00	\$31.00	\$20.00	\$0.00	\$0.00	\$0.00

Direct Labor Total	\$	7,936.50
Indirect Labor Total (1.8444 Overhead Rate)	\$	14,638.08
<b>Direct and Indirect Labor Total</b>	<b>\$</b>	<b>22,574.58</b>
Fixed Fee (11%)	\$	2,483.20
Cost of Facilities (0.45%)	\$	35.71
<b>Subtotal</b>	<b>\$</b>	<b>25,093.49</b>

Expenses				
Air Charter		per trip @		trips
Per Diem		per day @		days
Vehicle Usage	\$ 20.00	per day @		days
Materials and Supplies				
Other Expenses				

**Expenses Total** \$ -

**Construction Administration / Construction Observation Total Cost** \$ **25,093.49**

**Attachment B**

Chan Gurney Municipal Airport  
Yankton, SD

KLJ #2205-00315, AIP #3-46-0062-036-2022

**Hourly Rate and Cost Breakdown**



**PHASE: FAA Project Closeout Report**

Taxiway A Pavement Rehabilitation

KLJ Title	Project Manager	Engineer	Engineer in Training I	Project Assistant I				Task Direct Labor Cost
Overall Project Management	0.5	4						\$ 231.50
Prepare Final Payment								\$ -
Prepare DBE Summary Report								\$ -
Prepare Executive Summary		0.5	1					\$ 56.00
Prepare Quantity Revision Summary		0.5	1					\$ 56.00
Prepare ALP Update								\$ -
Exhibit A Update								\$ -
Prepare Record Drawings		0.5	4					\$ 149.00
Prepare Closeout Report Document		1	4	4				\$ 254.00
<b>Subtotal</b>								<b>\$ 746.50</b>
Total Hours	0.5	6.5	10	4	0	0	0	
Hourly Rate	\$63.00	\$50.00	\$31.00	\$20.00	\$0.00	\$0.00	\$0.00	

Direct Labor Total	\$	746.50
Indirect Labor Total (1.8444 Overhead Rate)	\$	1,376.84
<b>Direct and Indirect Labor Total =</b>	<b>\$</b>	<b>2,123.34</b>
Fixed Fee (11%)	\$	233.57
Cost of Facilities (0.45%)	\$	3.36

**Subtotal \$ 2,360.27**

Expenses				
Air Charter		per trip @		trips
Per Diem		per day @		days
Materials and Supplies				
Other Expenses				

**Expenses Total \$ -**

**FAA Project Closeout Report Total Cost \$ 2,360.27**

**Total Cost - Design and Bidding Services, Construction Administration & Observation, FAA Project Closeout Report \$ 51,190.85**

## **Federal Contract Provisions**

### **Required Contract Provisions for Airport Improvement Program and for Obligated Sponsors**

#### **A1 ACCESS TO RECORDS AND REPORTS**

2 CFR § 200.333

2 CFR § 200.336

FAA Order 5100.38

#### **ACCESS TO RECORDS AND REPORTS**

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

#### **A2 CIVIL RIGHTS - GENERAL**

49 USC § 47123

#### **GENERAL CIVIL RIGHTS PROVISIONS**

The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

#### **A3 CIVIL RIGHTS – TITLE VI ASSURANCE**

49 USC § 47123

FAA Order 1400.11

#### **TITLE VI SOLICITATION NOTICE:**

The City of Yankton, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, [select disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be

afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

### **COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS:**

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as

the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

#### **TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES**

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination

because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

#### **A4 DEBARMENT AND SUSPENSION**

2 CFR part 180 (Subpart C)

2 CFR part 1200

DOT Order 4200.5

##### **CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT**

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

##### **CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT**

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must verify each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offerer /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

#### **A5 DISADVANTAGED BUSINESS ENTERPRISE**

49 CFR part 26

##### **DISADVANTAGED BUSINESS ENTERPRISES**

Information submitted as a matter of bidder responsibility:

The Owner’s award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR §26.53.

The successful Bidder or Offeror must provide written confirmation of participation from each of the DBE firms the Bidder or Offeror lists in its commitment within five days after bid opening.

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1)
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal; and
- 5) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26.

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the City of Yankton to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

**Contract Assurance (§ 26.13) –**

The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of Department of Transportation-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Owner deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Contractor from future bidding as non-responsible.

**Prompt Payment (§26.29) –** The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the prime contractor receives from the City of Yankton. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City of Yankton. This clause applies to both DBE and non-DBE subcontractors.

**A6 DISTRACTED DRIVING**

Executive Order 13513

DOT Order 3902.10

## **TEXTING WHEN DRIVING**

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 that involve driving a motor vehicle in performance of work activities associated with the project.

## **A7 ENERGY CONSERVATION REQUIREMENTS**

2 CFR § 200, Appendix II(H)

### **ENERGY CONSERVATION REQUIREMENTS**

Consultant and Sub-consultant agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201*et seq.*).

## **A8 EQUAL EMPLOYMENT OPPORTUNITY (EEO)**

2 CFR 200, Appendix II(C)

41 CFR § 60-1.4

41 CFR § 60-4.3

Executive Order 11246

### **EQUAL OPPORTUNITY CLAUSE**

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in



conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY  
CONSTRUCTION CONTRACT SPECIFICATIONS**

1. As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
- d. "Minority" includes:
  - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
  - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);
  - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
  - (4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the

work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the Contractor has a collective bargaining agreement to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the Contractor during the training period and the Contractor shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or female sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions, including specific review of these items, with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally), the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who

fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

## **A9 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**

29 USC § 201, et seq

### **FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

## **A10 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

29 CFR part 1910

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

## **A11 TAX DELINQUENCY AND FELONY CONVICTIONS**

Sections 415 and 416 of Title IV, Division L of the Consolidated Appropriations Act, 2014 (Pub. L. 113-76), and similar provisions in subsequent appropriations acts.

DOT Order 4200.6 - Requirements for Procurement and Non-Procurement Regarding Tax Delinquency and Felony Convictions

### **CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS**

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

#### **Certifications**

- 1) The applicant represents that it is ( ) is not ( ✓ ) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is ( ) is not ( ✓ ) a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

#### **Note**

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

#### **Term Definitions**

**Felony conviction:** Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes

conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

**Tax Delinquency:** A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

## **A12 TERMINATION OF CONTRACT**

2 CFR § 200 Appendix II(B)

FAA Advisory Circular 150/5370-10, Section 80-09

### **TERMINATION FOR CONVENIENCE (PROFESSIONAL SERVICES)**

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

### **TERMINATION FOR DEFAULT (PROFESSIONAL SERVICES)**

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party 7 days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

- a) **Termination by Owner:** The Owner may terminate this Agreement in whole or in part, for the failure of the Consultant to:
1. Perform the services within the time specified in this contract or by Owner approved extension;



2. Make adequate progress so as to endanger satisfactory performance of the Project; or
3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

b) **Termination by Consultant:** The Consultant may terminate this Agreement in whole or in part, if the Owner:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
3. Suspends the Project for more than 180 days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

## **A13 TRADE RESTRICTION CERTIFICATION**

49 USC § 50104

49 CFR part 30

### **TRADE RESTRICTION CERTIFICATION**

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous

certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

#### **A14 VETERAN'S PREFERENCE**

49 USC § 47112(c)

##### **VETERAN'S PREFERENCE**

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.