



CITY OF YANKTON

2022_12_12

**CITY COMMISSION
MEETING**



Mission Statement

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

YANKTON BOARD OF CITY COMMISSIONERS

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

Monday, December 12, 2022

City of Yankton Community Meeting Room

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

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

<https://www.youtube.com/channel/UCD1a1hf1dIkiLVSXnmdRQg/live>

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

I. ROUTINE BUSINESS

1. Roll Call

2. Approve Minutes of regular meeting of November 28, 2022

Attachment I-2

3. Schedule of Bills

Attachment I-3

4. City Manager’s Report

Attachment I-4

5. **Public Appearance** - Bridge Inspection Report by Banner Associates, Inc.

Attachment I-5

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.

NONE

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 #22-238 regarding the request for a Special Events Retail (on-sale) Liquor License for 1 day, January 21, 2023 from Riverside Roadhouse, Inc. d/b/a Riverside Roadhouse, 44368 309th Street, Mission Hill, SD 57046 at The Meridian Venue, 101 E. 3rd Street, Yankton, South Dakota.

Attachment III-1

2. Heartland Humane Society Renovation

Consideration of Memorandum #22-242 regarding Heartland Humane Society update funding.

Attachment III-2

3. Budget Supplement – Second Reading and Public Hearing

Second Reading and Public Hearing of Ordinance #1067 amending Ordinance #1055, the 2022 Annual Appropriation Ordinance.

Attachment III-3

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. Bid Award – 2022-2023 Annual Supply of Transport/Tankwagon Petroleum Products

Consideration of Memorandum #22-221 regarding bid award for 2023 Annual Supply of Transport-Tankwagon Petroleum Products for Chan Gurney Municipal Airport.

Attachment IV-1

2. HDR Contract for CMAR

Consideration of Memorandum #22-239 regarding HDR Engineering, Inc. contract for Construction Manager at Risk (CMAR).

Attachment IV-2

3. Vehicle Purchase from the State Bid List for the Environmental Services Water Department

Consideration of Memorandum #22-241 regarding replacement pickup for the Environmental Services Water Department from the State Bid List.

Attachment IV-3

4. Change Order #1 Wastewater EDA Project

Consideration of Memorandum #22-243 regarding the Wastewater EDA Project Change Order #1.

Attachment IV-4

5. Mobile Home Park License Renewal

Consideration of Memorandum #22-237 recommending approval of the 2023 Mobile Home Park licenses in the City of Yankton.

Attachment IV-5

- 6. Planning Commission Recommendation - CUP**
Consideration of Memorandum #22-244 regarding Resolution #22-62, a Conditional Use Permit for a self-storage facility on the south 10' of the north 1/2 of Lot 9, except lots C and D, and the south half of Lot 9 except the south 20' and except Lot H1, Block 1 Airport Acres Addition in the City of Yankton, South Dakota. Barney Edwards LLC Applicant. Address, 3000 Piper Street.

Attachment IV-6
- 7. Planning Commission Recommendation - Plat**
Consideration of Memorandum #22-245 regarding Resolution #22-63, a plat of Tract 1, Little Addition, in the SW 1/4 of the SE 1/4 of Section 2, T93N, R56 W of the 5th P.M., Yankton County South Dakota. Craig and Danette Family Protection Trust, owner. Address, 1800 W. 23rd Street.

Attachment IV-7
- 8. Planning Commission Recommendation - Plat**
Consideration of Memorandum #22-246 regarding Resolution #22-64, a plat of Kuchta 3rd Addition in the NE 1/4 of the NE 1/4 of Section 6, Township 93 North, Range 55 West of the 5th P.M., City and County of Yankton, South Dakota. Kirby Hofer Construction Company, Inc., owner. Location, south side of the 700 - 900 Blocks of E. 31st Street.

Attachment IV-8
- 9. Annexation**
Consideration of Memorandum #22-248 regarding Resolution #22-66, the annexation of Kuchta 3rd Addition in the NE 1/4 of the NE 1/4 of Section 6, Township 93 North, Range 55 West of the 5th P.M., City and County of Yankton, South Dakota. Kirby Hofer Construction Company, Inc., owner. Location, south side of the 700 - 900 Blocks of E. 31st Street.

Attachment IV-9
- 10. Planning Commission Recommendation - Plat**
Consideration of Memorandum #22-247 regarding Resolution #22-65, a plat of School Tract 1 of Ridgeway North Subdivision to the City of Yankton, South Dakota. Kirby Hofer Construction Company, Inc., owner. Location, south side of the 600 - 800 Blocks of E. 31st Street.

Attachment IV-10
- 11. Introduction and First Reading**
The City Commission acting as the Zoning Board of Adjustment; Memorandum #22-249 establishing January 9, 2023 as the date for a public hearing to consider a variance from the City's maximum front yard fence height in a residential district on Lot 16, Block 2, Mayer's Addition to the City of Yankton, South Dakota. Address, 203 West 25th Street. Travis Arens and Kelly Arens, owners.

Attachment IV-11
- 12. Change Order, Final Project Acceptance and Final Payment for Airport Acres Site Grading and Storm Sewer Project**
Consideration of Memorandum #22-251 regarding Change Order Number 1, Final Project Acceptance and Final Payment for the Airport Acres Site Grading and Storm Sewer Project.

Attachment IV-12

13. Rifle Rated Ballistic Shields for YPD

Consideration of Memorandum #22-252 for the purchase of four (4) Rifle Rated Ballistic Shields for the Yankton Police Department, Patrol Division, from TAG Firearms LLC.

Attachment IV-13

14. Consideration of Collective Bargaining Agreement AFSCME 2023-2025

Consideration of Memorandum #22-254 and Resolution #22-67 regarding the revised agreement between the City of Yankton and the American Federation of State, County, and Municipal Employees, AFL-CIO Local 3968 effective January 1, 2023 through December 31, 2025.

Attachment IV-14

V. OTHER BUSINESS

Other business is a time for City Commissioners to address the commission regarding matters not on the agenda. These items will 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

VI. ADJOURN THE MEETING OF DECEMBER 12, 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
November 28, 2022**

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

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

Action 22-293

Moved by Commissioner Villanueva, seconded by Commissioner Webber, to approve Minutes of regular meeting of November 14, 2022.

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

Motion adopted.

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.

Action 22-294

Prior to considering consent items, #4 was taken off and added to new business.

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

1. **Renewal of Private Collector of Refuse License for 2023**
Consideration of Memorandum #22-232 recommending approval of the renewal of applications for Private Collector of Refuse Licenses for the year 2023 (January 1, 2023–December 31, 2023) licensing period.
2. **Renewal of 2023 City Dance License Applications**
Consideration of Memorandum #22-230 recommending approval of the renewal of applications for 2023 City Dance Licenses.
3. **Establish Public Hearing for sale of alcoholic beverages**
Establish December 12, 2022 as the date for the public hearing on the request for a Special Events Retail (on-sale) Liquor License for 1 day, January 21, 2023, from Riverside Roadhouse, Inc. d/b/a/ Riverside Roadhouse, 44368 309th Street, Mission Hill, SD 57046 at The Meridian Venue, 101 E. 3rd Street, Yankton, SD.

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

Motion adopted.

Action 22-295

This was the time and the place for the public hearing on the application for a Special Events (on-sale) Liquor License for 1 day, December 10th, 2022 from VFW Post 791, 209 Cedar Street, Yankton, S.D., Meridian Venue, 101 E 3rd St, 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. No one was present to speak against the application.

Moved by Commissioner Benson, seconded by Commissioner Villanueva, to approve the license.

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

Action 22-296

This was the time and the place for a Special Events (on-sale) Liquor License for 1 day, December 2nd, 2022 from Stripes, Inc. dba Mojo’s 3rd Street Pizza, (Jeff Dayhuff, Owner), 106 E. 3rd Street. Meridian Venue, 101 E 3rd St, 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. No one was present to speak against the application.

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

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

Action 22-297

Commissioner Webber introduced and Mayor Moser read the title of Ordinance No. 1067, AN ORDINANCE AMENDING AND SUPPLEMENTING ORDINANCE #1055, THE 2022 ANNUAL APPROPRIATION ORDINANCE. THIS IS SUPPLEMENT #2, TO THE ANNUAL APPROPRIATION ORDINANCE. (Memorandum 22-227), and set the date of the second reading and public hearing as December 12, 2022

Action 22-298

Moved by Commissioner Maibaum, seconded by Commissioner Johnson, to authorize the write-off of \$1,888.04 as uncollectible per SDCL 9-22-4. (Memorandum 22-224).

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

Action 22-299

Moved by Commissioner Maibaum, seconded by Commissioner Schramm, to authorize Mayor Moser to sign the Water System Limited Joint Development Agreement for the Mead’s Addition. (Memorandum 22-225).

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

Action 22-300

Moved by Commissioner Johnson, seconded by Commissioner Webber, to approve Resolution 22-58. (Memorandum 22-207)

RESOLUTION #22-58

WHEREAS, the City of Yankton and Yankton County have entered into an agreement for the provision of library services for residents living outside corporate limits of the city; and,

WHEREAS, the current agreement is slated to expire December 31, 2022; and,

WHEREAS, Yankton County has contracted with the City of Yankton for library services since 1993; and,

WHEREAS, more than 777 Yankton County residents are cardholders at the Yankton Community Library; and,

WHEREAS, the current agreement between the City and County contains a provision for extending this service until December 31, 2023.

NOW, THEREFORE, BE IT RESOLVED by the Board of City Commissioners of the City of Yankton, South Dakota that the Agreement for the Provision of Library Services between the City and Yankton County be extended for the term January 1, 2023, through December 31, 2023.

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

Action 22-301

Moved by Commissioner Benson, seconded by Commissioner Brunick, to approve the sub-lease of Hangar #15. (Memorandum 22-226)

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

Action 22-302

Moved by Commissioner Johnson, seconded by Commissioner Benson, to approve Resolution 22-60. (Memorandum 22-231).

RESOLUTION #22-60

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

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

PROPERTY TO BE DECLARED SURPLUS

2015 Ford Explorer 1FM5K8ARXFGA94346

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

Action 22-303

Moved by Commissioner Maibaum, to fund the shade feature project at \$50,000 from BBB, seconded by Commissioner Schramm. Citizen Jeff Steppat, representing Friends of Sertoma Park, was present to explain the proposed shade structure, answer questions and request the Commission support and funding. After some Commission discussion and prior to a vote on the original motion, Commissioner Villanueva moved to amend the original motion to fund the project at \$25,000. That motion died from a lack of a second to the amended motion. Then the commission voted on the original motion. (Memorandum 22-216)

Roll Call: Commissioners voting “Aye;” were Brunick, Maibaum, Schramm, and Webber. Commissioners voting “Nay:” were Benson, Johnson and Villanueva. Abstain: Mayer Moser.
Motion adopted.

Action 22-304

Yankton Baseball Association Members Jason Nelson and Tom Stotz were present to discuss the proposed Riverside Park Baseball Field Project, answer questions and request commission funding. After discussion Commissioner Schramm moved to fund the request for the Riverside Park Baseball Field project at \$87,000 from BBB. Commissioner Maibaum seconded

Roll Call: All members present voting “Aye;” voting “Nay:” Commissioner Brunick.
Motion adopted.

Action 22-305

Moved by Commissioner Maibaum, seconded by Commissioner Benson, to approve Change Order No. 1 for the 5th Street Construction project in the amount of \$72,404.35. (Memorandum 22-233)

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

Action 22-306

Moved by Commissioner Johnson, seconded by Commissioner Schramm, to approve Change Order No. 1, accept the completed Active Transportation project and authorize the Finance Officer to issue a manual check to Masonry Components, Inc. in the amount of \$26,644.70. (Memorandum 22-235).

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

Action 22-307

Moved by Commissioner Weber, seconded by Commissioner Johnson, to approve Resolution 22-61. (Memorandum 22-236)

RESOLUTION #22-61

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

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

SURPLUS PROPERTY TO BE SOLD, TRADED, DONATED OR DESTROYED

City Hall:

- 1) Outdoor Christmas Wreaths (Qty 2)

Finance:

- 1) IBM 6400 line matrix printer
- 2) IBM InfoWindowII computer monitor
- 3) IBM eserver i5

Police:

- 1) Taxers X2 (Qty 5)
Serial #X2190031XR
#X290005MT
#X29000T8V
#X290034TY
#X290005TW

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

Action 22-308

This was the time and the place for the bid opening of the Mead Property Development Project. Six bids were received and opened on November 22, 2022 at 3:00pm from, Feimer Construction, Inc., Yankton, SD \$5,243,554.00, Hulstein Excavating, Inc., Edgerton, MN \$3,950,369.60, Slowey Construction, Inc. \$3,482,260.50, Yankton, SD, BX Civil & Construction, Dell Rapids, SD \$4,220,000.00, First Rate Excavate, Sioux Falls, SD \$4,567,494.00 and D & G Concrete Construction, Sioux Falls, SD \$3,482,296.90. (Memorandum 22-220)

Moved by Commissioner Villanueva, seconded by Commissioner Johnson, to award the contract, to Slowey Construction, Yankton, South Dakota, in the amount of \$3,482,260.50.

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

Action 22-309

Moved by Commissioner Johnson, seconded by Commissioner Villanueva, to approve the original consent item #4. The Summit Activities Task Force. (Memorandum 22-237)

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

Action 22-310

Moved by Commissioner Villanueva, seconded by Commissioner Webber, to adjourn into Executive Session at 9:04 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 Benson, Brunick, Johnson, Maibaum, Schramm, Webber and Villanueva. City Attorney Den Herder and City Manager Leon were also present. Absent: Commissioner Miner. Quorum present.

Action 22-311

Moved by Commissioner Johnson, seconded by Commissioner Schramm, to adjourn at 9:41 p.m.

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

Stephanie Moser
Mayor

ATTEST:

Al Viereck
Finance Officer

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
A & B BUSINESS EQUIPMENT	COPIER LEASE	372.67	RENTALS & XEROX SUPPLIES	101.142.212		96450	023655	P	902	00001
A-OX WELDING SUPPLY CO I	PROPANE	84.87	CHEMICALS & GASES	801.801.240		1267936	023701	P	897	00009
	PROPANE	91.93	CHEMICALS & GASES	801.801.240		274788	023702	P	897	00008
	PROPANE	37.95	CHEMICALS & GASES	801.801.240		88061162	023703	P	897	00007
		214.75	*VENDOR TOTAL							
ACTIVE NETWORK LLC	SERVICE COST	6,423.28	CONTRACTED SERVICES	203.203.204		1014953	080824	P	897	00005
	PIN PADS	489.90	EQUIPMENT	203.203.350		11118438	080822	P	897	00004
	PIN PADS	1,469.70	EQUIPMENT	202.202.350		11121292	080823	P	897	00002
	PIN PADS	489.90	EQUIPMENT	203.203.350		11121292	080823	P	897	00003
	ANNUAL SUBSCRIPTION	10,736.27	PROFESSIONAL SERVICES	202.202.202		4100174441	080825	P	897	00001
		19,609.05	*VENDOR TOTAL							
AIRPORT MGR'S ASSN., S.D	MEMBERSHIP DUES	25.00	CONFERENCE & MEETINGS	101.127.265		11.21.22	021329	P	897	00006
ASSN OF CODE ENFORCEMENT	MEMBERSHIP DUES	75.00	MEMBERSHIP DUES	101.111.261		11.21.22	021331	P	897	00014
BANNER ASSOCIATES INC	MERIDIAN BRIDGE REPAIR	306.10	PROFESSIONAL SERVICES	101.122.202		38568	223026	P	897	00011
	MARNE CREEK RESTORATION	12,211.08	BUILDINGS & STRUCTURES	204.204.320		38663	020857	P	897	00012
		12,517.18	*VENDOR TOTAL							
BUILDING OFFICIALS/SD	MEMBERSHIP DUES	55.00	MEMBERSHIP DUES	101.122.261		11.21.22	021328	P	897	00010
CECO INDUSTRIAL SOLUTION	ODOR CONTROL BLOWER	11,106.00	REP. & MAINT. - PLANT	611.611.221		PJ10001536	221027	P	897	00038
CEDAR KNOX PUBLIC POWER	ELECTRICITY	649.36	ELECTRICITY	601.601.272		350022554	005176	P	897	00030
	ELECTRICITY	461.04	ELECTRICITY	201.201.272		350035355	005243	P	897	00031
		1,110.40	*VENDOR TOTAL							
CENGAGE LEARNING INC/GAL	BOOKS	95.96	BOOKS	101.142.340		842/880/545	023653	P	902	00002
CENTURYLINK	PHONE	83.20	TELEPHONE	601.601.271		11.18.22	002828	P	897	00032
	PHONE	166.40	TELEPHONE	611.611.271		11.18.22	002828	P	897	00033
	PHONE	83.20	TELEPHONE	601.601.271		11.18.22	003059	P	897	00034
	PHONE	83.20	TELEPHONE	611.611.271		11.18.22	003059	P	897	00035
	PHONE	581.26	TELEPHONE	101.111.271		11.18.22	002829	P	897	00036
	PHONE	168.48	TELEPHONE	101.123.271		11.18.22	002829	P	897	00037

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
CENTURYLINK										
	PHONE	57.36	TELEPHONE	611.611.271		11.29.22	003065	P	897	00039
	PHONE	5.08	TELEPHONE	101.102.271		11.30.22	002262	P	899	00052
	PHONE	9.12	TELEPHONE	101.104.271		11.30.22	002262	P	899	00053
	PHONE	4.15	TELEPHONE	101.122.271		11.30.22	002262	P	899	00054
	PHONE	22.20	TELEPHONE	101.111.271		11.30.22	002262	P	899	00055
	PHONE	11.71	TELEPHONE	101.114.271		11.30.22	002262	P	899	00056
	PHONE	0.30	TELEPHONE	101.115.271		11.30.22	002262	P	899	00057
	PHONE	1.26	TELEPHONE	101.123.271		11.30.22	002262	P	899	00058
	PHONE	1.93	TELEPHONE	101.127.271		11.30.22	002262	P	899	00059
	PHONE	4.89	TELEPHONE	201.201.271		11.30.22	002262	P	899	00060
	PHONE	5.26	TELEPHONE	601.601.271		11.30.22	002262	P	899	00061
	PHONE	2.68	TELEPHONE	611.611.271		11.30.22	002262	P	899	00062
	PHONE	1.78	TELEPHONE	637.637.271		11.30.22	002262	P	899	00063
	PHONE	3.78	TELEPHONE	801.801.271		11.30.22	002262	P	899	00064
		1,297.24	*VENDOR TOTAL							
CHESTERMAN COMPANY										
	CONCESSIONS	96.00	MISCELLANEOUS CONCESSION	202.202.728		1069-3365	080826	P	897	00029
CITY MANAGEMENT ASSN SD										
	MEMBERSHIP DUES	150.00	MEMBERSHIP DUES	101.102.261		11.21.22	021327	P	897	00015
CITY OF VERMILLION										
	JT POWER CASH TRANS	61,002.46	COST OF SERVICE PROVIDED	637.637.206		11.22	003067	P	899	00079
CITY OF YANKTON-PARKS										
	LANDFILL CHARGES	392.36	LANDFILL	201.201.276		11.16.22	003889	P	897	00028
CITY OF YANKTON-SOLID WA										
	COMPACTED GARBAGE	17,719.26	LANDFILL TIPPING FEE	631.631.219		12.1.22	005524	P	899	00080
CITY OF YANKTON-WATER										
	CARTRIDGE DISPOSAL	88.33	LANDFILL	601.601.276		380116	220213	P	897	00016
CIVICPLUS										
	ANNUAL SUBSCRIPTION	1,604.00	PROFESSIONAL SERVICES	101.101.202		247617	023075	P	899	00081
CONSOLIDATED ELECTRICAL										
	ANNUAL GENERATOR MAINT	395.00	EQUIPMENT	208.208.350		920919-00	220029	P	897	00013
CORE & MAIN										
	GATE VALVES	658.86	REP. & MAINT. - DISTRIBU	601.601.226		R802126	220202	P	897	00026
	MANHOLE RINGS	5,147.74	REP. & MAINT. - COLLECTI	611.611.226		R802126	220202	P	897	00027
	FH EXT	2,244.67	REP. & MAINT. - DISTRIBU	601.601.226		395785-636033	220210	P	897	00024
	MANHOLE RING	506.16	REP. & MAINT. - COLLECTI	611.611.226		395785-636033	220210	P	897	00025
		8,557.43	*VENDOR TOTAL							
CREATIVE FORMS & CONCEPT										
	1099 FORMS	76.18	PRINTING & BINDING	101.104.233		119688	023069	P	897	00017

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
CREDIT COLLECTION SERVIC										
	UT COLLECTION	52.80	PROFESSIONAL SERVICES	601.601.202		11.16.22	001858	P	897	00018
	UT COLLECTION	8.53	PROFESSIONAL SERVICES	611.611.202		11.16.22	001858	P	897	00019
	UT COLLECTION	31.10	PROFESSIONAL SERVICES	631.631.202		11.16.22	001858	P	897	00020
	UT COLLECTION	192.35	PROFESSIONAL SERVICES	601.601.202		9.15.22	001858	P	897	00021
	UT COLLECTION	58.54	PROFESSIONAL SERVICES	611.611.202		9.15.22	001858	P	897	00022
	UT COLLECTION	107.54	PROFESSIONAL SERVICES	631.631.202		9.15.22	001858	P	897	00023
		450.86	*VENDOR TOTAL							
DAKOTA ENVIRONMENTAL										
	TANK CLEANING	2,050.00	REP. & MAINT. - EQUIPMEN	101.127.221		11.17.22	023586	P	897	00048
DANKO EMERGENCY EQUIPMEN										
	NAME PATCHES	88.56	UNIFORMS & DRY GOODS	101.114.244		125442	225586	P	897	00050
	APPARATUS PUMP MAINT	189.57	REP & MAINT - RURAL APP	101.114.226		126791	225582	P	897	00046
	ANNUAL PUMP TEST	453.75	REP. & MAINT. - VEHICLES	101.114.222		126793	225583	P	897	00045
	LADDER TRUCK REPAIR	9,832.95	REP. & MAINT. - VEHICLES	101.114.222		126952	225585	P	897	00049
		10,564.83	*VENDOR TOTAL							
DEN HERDER LAW OFFICE, P										
	IMLA TRAVEL	1,622.61	PROFESSIONAL SERVICES	101.103.202		8776	023070	P	897	00047
DEPT OF CORRECTIONS										
	DOC WORK PROGRAM	321.30	REP. & MAINT. - BUILDING	201.201.223		C18D3167	080821	P	897	00042
	DOC WORK PROGRAM	321.30	REP. & MAINT. - TRAIL	204.204.223		C18D3167	080821	P	897	00043
	DOC WORK PROGRAM	321.30	REP. & MAINT. - BUILDING	621.621.223		C18D3167	080821	P	897	00044
		963.90	*VENDOR TOTAL							
DEPT OF HEALTH										
	WATER SAMPLES	325.00	PROFESSIONAL SERVICES	601.601.202		10607440	220216	P	897	00040
	WATER SAMPLES	60.00	PROFESSIONAL SERVICES	203.203.202		10607440	220216	P	897	00041
		385.00	*VENDOR TOTAL							
DOOLEY/PATRICK										
	REFUND	75.00	ZONING FEES	101.3231		11.28.22	021120	P	898	00016
FEJFAR PLUMBING INC										
	REPLACE BREAKER	304.09	REP. & MAINT. - BUILDING	201.201.223		57335	080832	P	897	00053
FINANCE, DEPT OF										
	POSTAGE	8.50	POSTAGE	101.104.231		11.23.22	002604	P	897	00054
	REPAIRS	3.45	POSTAGE	201.201.231		11.23.22	002604	P	897	00055
	TRAVEL EXPENSE	15.80	TRAVEL EXPENSE	201.201.263		11.23.22	002604	P	897	00056
		27.75	*VENDOR TOTAL							
FLEXIBLE PIPE TOOL COMPA										
	CABLE	512.00	REP. & MAINT. - COLLECTI	611.611.226		28260	220218	P	897	00052
GEOTEK ENG & TESTING SER										
	WESTSIDE PARK POND	2,775.00	WESTSIDE PARK IMPROVEMEN	503.545.320		22C61A2-002	023707	P	897	00060

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
GEOTEK ENG & TESTING SER										
	WESTSIDE PARK POND	5,438.00	WESTSIDE PARK IMPROVEMEN	503.545.320		22C61B2-IN	023708	P	897	00059
	WESTSIDE PARK POND	1,620.00	WESTSIDE PARK IMPROVEMEN	503.545.320		22C6120	023705	P	897	00061
	TESTING	1,435.00	5TH STREET, GREEN TO SPR	506.574.387		22F32520-35A2	223025	P	897	00057
	TESTING	252.00	5TH STREET, GREEN TO SPR	506.574.387		22F32520-35A2	223025	P	897	00058
		11,520.00	*VENDOR TOTAL							
GERSTNER OIL CO										
	FUEL	54,853.41	GARAGE GASOLINE & LUBRIC	801.801.238		189868	023403	P	897	00067
	FUEL	1,244.11	GARAGE GASOLINE & LUBRIC	801.801.238		36270	023614	P	897	00064
	FUEL	971.72	GARAGE GASOLINE & LUBRIC	801.801.238		38043	023704	P	897	00063
	FUEL	4,096.70	GARAGE GASOLINE & LUBRIC	801.801.238		38044	023706	P	897	00062
		61,165.94	*VENDOR TOTAL							
GOVT. FINANCE OFFICER AS										
	MEMBERSHIP DUES	70.00	MEMBERSHIP DUES	101.104.261		11.21.22	021332	P	897	00051
GREATLIFE GOLF & FITNESS										
	CUSTOM PUMP PROJECT	26,354.37	EQUIPMENT	641.641.350		21435-22-148	022372	P	897	00065
	CUSTOM PUMP PROJECT	67,200.00	EQUIPMENT	641.641.350		21435-22-148	022372	P	897	00066
		93,554.37	*VENDOR TOTAL							
HANSON BRIGGS ADVERTISIN										
	EVIDENCE INVENTORY	39.48	SPECIAL ACCOUNT - DETECT	101.111.266		30976	221540	P	898	00009
HARN RO SYSTEMS INC										
	FILTERS	11,576.73	REP. & MAINT. - PLANT	601.601.221		2336	220214	P	898	00001
	CHEMICALS	6,590.00	CHEMICALS & GASES	601.601.240		2368	220220	P	898	00017
		18,166.73	*VENDOR TOTAL							
HAWKINS INC										
	CHEMICALS	14,283.30	CHEMICALS & GASES	601.601.240		6306982	220200	P	899	00100
	CHEMICALS	888.78	CHEMICALS & GASES	203.203.240		6332116	080786	P	898	00004
	CHEMICALS	15,773.55	CHEMICALS & GASES	601.601.240		6339069	220215	P	898	00003
	CHEMICALS	12,837.39	CHEMICALS & GASES	601.601.240		6340895	220217	P	898	00005
	CHEMICALS	198.00	CHEMICALS & GASES	203.203.240		6343964	080787	P	898	00011
	CHEMICALS	8,754.18	CHEMICALS & GASES	601.601.240		713-981	220219	P	898	00010
		52,735.20	*VENDOR TOTAL							
HDR ENGINEERING INC										
	WATER-WW MASTER PLAN	3,089.38	GIS MODELING	602.602.318		1200474995	022801	P	898	00012
	WATER-WW MASTER PLAN	3,089.37	COLLECTION MODEL/MASTER	611.611.318		1200474995	022801	P	898	00013
	WWTP EDA IMPROVEMENT	43,070.50	2019 WW IMPROVEMENTS PHA	611.611.332		1200475011	021019	P	898	00014
	WTR PLANT CONSTRUCTION	807.50	WATER TREATMENT FACILITY	602.602.326		1200475016	016185	P	898	00015
		50,056.75	*VENDOR TOTAL							
HEARTLAND HUMANE SOCIETY										
	POUND EXPANSION	20,000.00	HEARTLAND HUMANE SOCIETY	101.131.553		120122	023076	P	899	00101

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
HEIMAN FIRE EQUIPMENT IN	FIRE BOOTS	99.80	UNIFORMS & DRY GOODS	101.114.244		12573	225588	P	898	00006
	FIRE BOOTS	2,070.14	EQUIPMENT	101.114.350		914166	225591	P	898	00008
	FIRE BOOTS ACCESSORIES	79.86	UNIFORMS & DRY GOODS	101.114.244		9147960	225587	P	898	00007
		2,249.80	*VENDOR TOTAL							
HUMAN RESOURCE ASSN SD	MEMBERSHIP DUES	50.00	MEMBERSHIP DUES	101.102.261		11.21.22	021333	P	898	00002
INTERSTATE POWER SYSTEMS	PARTS	303.19	REP. & MAINT. - PLANT	601.601.221		C02405744701	220210	P	898	00018
J & H CARE & CLEANING CO	JANITORIAL SERVICES	1,200.00	CONTRACTED SERVICES	101.142.204		101168	023656	P	902	00003
	JANITORIAL SUPPLIES	2,900.00	CONTRACTED SERVICES	203.203.204		101169	080834	P	898	00021
		4,100.00	*VENDOR TOTAL							
JACK'S UNIFORMS	BADGES/FLEX BADGES	665.99	REP. & MAINT. - EQUIPMEN	101.111.221		103355A	221539	P	898	00019
	HANDGUN	226.00	EQUIPMENT	101.111.350		104325A	221537	P	898	00020
		891.99	*VENDOR TOTAL							
JONES CONSTRUCTION/JOHN	WW EDA CONSTRUCTION	529,383.43	COLLECTION MODEL/MASTER	611.611.322		10277925	022804	P	898	00022
KEEP YANKTON BEAUTIFUL	AD	100.00	ADVERTISING	202.202.211		11.16.22	080827	P	898	00025
	AD	100.00	PUBLISHING	201.201.211		11.16.22	080827	P	898	00026
	AD	100.00	SPECIAL EVENTS - ACTIVIT	211.231.575		11.16.22	080827	P	898	00027
		300.00	*VENDOR TOTAL							
KLEINS TREE SERVICE	TREE REMOVAL	1,950.00	EMERALD ASH BORE STUMPS	201.201.250		1940	080831	P	898	00023
KLJ ENGINEERING LLC	DESIGN SERVICES	4,000.00	DESIGN/CONST NORTH TAXIW	502.511.390		101795834	023625	P	898	00024
KNIFE RIVER - SOUTH DAKO	ROAD MATERIALS	514.00	OPEN ASPHALT	506.572.376		379459	023619	P	898	00029
	ROAD MATERIALS	672.66	OPEN ASPHALT	506.572.376		379932	023618	P	898	00028
		1,186.66	*VENDOR TOTAL							
KULHAVY/KEVIN	BOOT REIMBURSEMENT	130.00	PROFESSIONAL SERVICES	801.801.202		11.21.22	202216	P	898	00030
LOCATORS & SUPPLIES INC	GLOVES	522.65	UNIFORMS & DRY GOODS	101.123.244		0304003	023616	P	898	00032
LUMACURVE	REPLACEMENT SIGN	3,747.50	EQUIPMENT	101.127.350		58287	023580	P	898	00031

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
MACQUEEN EMERGENCY	ANNUAL SCBA FLOW TEST	2,085.40	REP. & MAINT. - EQUIPMEN	101.114.221		P08403	225584	P	898	00040
MALLOY ELECTRIC	MOTOR	761.24	REP. & MAINT. - PLANT	601.601.221		6443919	220218	P	898	00037
MASONRY COMPONENTS INC	5TH STREET CONSTRUCTION	78,406.84	5TH STREET, GREEN TO SPR	506.574.387	000006	11.23.22	223014	P	898	00033
MIDAMERICAN ENERGY	FUEL	2,203.45	FUEL-HEATING	611.611.273		11.28.22	002904	P	898	00044
MIDWEST ALARM COMPANY IN	ANNUAL TESTING	328.00	PROFESSIONAL SERVICES	801.801.202		324918	023622	P	898	00036
	ANNUAL ALARM	250.00	PROFESSIONAL SERVICES &	637.637.202		324919	023623	P	898	00035
	ALARM MONITORING	878.70	REP. & MAINT. - BUILDING	101.114.223		325227	225579	P	898	00041
	ALARM MONITORING	70.50	PROFESSIONAL SERVICES	101.101.202		325860	022135	P	898	00039
	ALARM MONITORING	70.50	REP. & MAINT. - BUILDING	101.114.223		325861	225578	P	898	00042
		1,597.70	*VENDOR TOTAL							
MIDWEST TAPE	AV	597.85	AV - CAPITAL	101.142.342		403/014/571	023652	P	902	00004
MILLENIUM RECYCLING	SINGLE STREAM RECYCLING	2,477.65	CONTRACTED SERVICE-MILLE	631.631.204		479578	023617	P	898	00034
MIRACLE RECREATION EQUIP	POSTS	1,324.69	REP. & MAINT. - BUILDING	201.201.223		847834	022385	P	898	00043
MUNICIPAL LEAGUE, SD	MEMBERSHIP DUES	8,835.81	MEMBERSHIP DUES	101.101.261		11.21.22	021330	P	898	00038
NATURESCAPING DESIGNS LL	LIGHTING	2,399.05	REP. & MAINT. - PLANT	601.601.221		3363	220211	P	898	00045
	WIRE	255.00	REP. & MAINT. - BUILDING	201.201.223		3370	080838	P	899	00075
		2,654.05	*VENDOR TOTAL							
NICKLES/LARRY	BOOT REIMBURSEMENT	122.93	PROFESSIONAL SERV.-VOLUN	101.114.202		11.16.22	202215	P	898	00046
	EQUIPMENT REIMBURSEMENT	29.77	SMALL TOOLS & HARDWARE	101.114.247		12573	225589	P	898	00047
		152.70	*VENDOR TOTAL							
NORTHERN LIGHTS DISPLAY	PARTS	245.00	REP. & MAINT. - BUILDING	201.201.223		22-0417	080836	P	899	00076
NORTHERN TRUCK EQUIPMENT	PARTS	1,471.35	GARAGE PARTS	801.801.249		SF1036340	023571	P	898	00048
OBSERVER	AD	100.50	ADVERTISING	203.203.211		11.16.22	080828	P	898	00049

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
OLSON'S PEST TECHNICIANS	PEST CONTROL	219.00	REP. & MAINT. - BUILDING	101.114.223		975-974	225580	P	898	00050
PADDOCK POOL EQUIPMENT C	VALVE	2.00	REP. & MAINT. - BUILDING	202.202.223		680	080829	P	899	00010
PHOTOGRAPHY BY JERRY	RETIREMENT PHOTO	122.50	PROFESSIONAL SERVICES	101.111.202		649250	221538	P	899	00009
PLANNING & DEVELOPMENT	MARNE CREEK LAND	8,335.00	LAND	204.204.310		4079-4083	021122	P	899	00099
PLATT/SHANA	REIMBURSEMENT	82.27	UNIFORMS & DRY GOODS	203.203.244		7.28.22	080830	P	899	00015
PRESS DAKOTA MSTAR SOLUT	AD	41.18	PUBLISHING	631.631.211		136096	023541	P	899	00007
	AD	36.87	PROFESSIONAL SERVICES	101.123.202		136168	023540	P	899	00006
	AD	96.77	PUBLISHING	101.122.211		136492	023544	P	899	00005
	NOTICE	14.56	PUBLISHING	101.106.211		136647	022935	P	899	00012
	NOTICES	28.48	PUBLISHING	101.101.211		2504	023605	P	899	00001
	ORDINANCE NO 1065	20.48	PUBLISHING	101.101.211		2504	021109	P	899	00002
	COMMISSION MINUTES	431.52	PUBLISHING	101.101.211		2504	021108	P	899	00003
	ORDINANCE NO 1066	24.00	PUBLISHING	101.101.211		2504	023608	P	899	00004
	COMMISSION MINUTES	112.80	PUBLISHING	101.101.211		2504	023603	P	899	00008
	AD	58.18	PUBLISHING	201.201.211		2504	022541	P	899	00013
	AD	249.00	SPECIAL EVENTS - ACTIVIT	211.231.575		2504	022541	P	899	00014
		1,113.84	*VENDOR TOTAL							
PRO AUTO INC	TOW	100.00	REP. & MAINT. -VEHICLES	101.111.222		20600	221584	P	899	00011
RACOM CORPORATION	RADIO ACCESS	35.80	PROFESSIONAL SERVICES	101.111.202		RI-220695	210004	P	899	00082
	RADIO ACCESS	35.80	PROFESSIONAL SERVICES	101.111.202		RI220806	210004	P	899	00016
		71.60	*VENDOR TOTAL							
ROCS	REIMBURSEMENT	150.00	MISC REIMBURSMENTS	101.3615		3969614-1	023074	P	899	00065
SAM LLC	GPS DATA COLLECTOR	2,500.00	GIS MODELING	602.602.318		14560	021616	P	899	00017
	GPS DATA COLLECTOR	2,500.00	COLLECTION MODEL/MASTER	611.611.318		14560	021616	P	899	00050
		5,000.00	*VENDOR TOTAL							
SANITATION PRODUCTS INC	GARAGE PARTS	451.58	GARAGE PARTS	801.801.249		84049	023620	P	899	00024
	BROOM	1,468.34	GARAGE PARTS	801.801.249		84149	023709	P	899	00028
		1,919.92	*VENDOR TOTAL							

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
SCHROEDER/ROGER	BOOT REIMBURSEMENT	130.00	PROFESSIONAL SERVICES	101.123.202		2423961	202216	P	899	00021
SDPRA	SDPRA MEMBERSHIP DUES	320.00	MEMBERSHIP DUES	201.201.261		11.28.02	080837	P	899	00077
SHUR-CO	TARP	1,320.77	MOTOR VEHICLE REPAIR & M	637.637.222		1141589	080275	P	899	00027
SIMONSEN/KOLE	CDL REIMBURSEMENT	50.00	PROFESSIONAL SERVICES	631.631.202		153067767	202216	P	899	00022
SIOUX EQUIPMENT COMPANY	FUEL TANK INSPECTION	3,399.70	REP. & MAINT. - EQUIPMEN	101.127.221		179786T	023587	P	899	00026
	GROUNDING CLAMPS	49.45	REP. & MAINT. - EQUIPMEN	101.127.221		238919	023588	P	899	00025
		3,449.15	*VENDOR TOTAL							
SOUTH DAKOTA 811	MESSAGE FEE	110.77	LOCATES	601.601.208		03084	022826	P	899	00018
	MESSAGE FEE	110.78	LOCATES	611.611.208		03084	022826	P	899	00019
		221.55	*VENDOR TOTAL							
STOCKWELL ENGINEERS INC	WESTSIDE PARK AMENDMENT	19,700.00	WESTSIDE PARK IMPROVEMEN	503.545.320		14213	022376	P	899	00023
	WESTSIDE PARK AMENDMENT	19,700.00	WESTSIDE PARK IMPROVEMEN	503.545.320		14323	022376	P	899	00066
		39,400.00	*VENDOR TOTAL							
STREET MAINTENANCE ASSN	MEMBERSHIP DUES	35.00	LEARNING	101.123.264		11.21.22	021334	P	899	00020
THIRD MILLENNIUM ASSO IN	UTILITY BILLING	274.10	PROFESSIONAL SERVICES	601.601.202		28404	003880	P	899	00033
	UTILITY BILLING	308.35	PROFESSIONAL SERVICES	611.611.202		28404	003880	P	899	00034
	UTILITY BILLING	102.77	PROFESSIONAL SERVICES	631.631.202		28404	003880	P	899	00035
	TRASH PICKUP & RECYCLING	1,425.93	PUBLISHING	631.631.211		28404	003880	P	899	00036
	WATER PARK INSERT CHG	84.43	ADVERTISING	202.202.211		28404	003880	P	899	00037
	UTILITY CHANGES	825.00	PUBLISHING	611.611.211		28404	003880	P	899	00038
		3,020.58	*VENDOR TOTAL							
TOMCO2 SYSTEMS	REPAIRS	977.40	REP. & MAINT. - PLANT	601.601.221		81429	220212	P	899	00031
TOMS ELECTRIC	REPAIRS	4,869.26	REP. & MAINT. - BUILDING	201.201.223		5038	080833	P	899	00029
TRANSPORTATION DEPT/S.D.	BRIDGE INSPECTIONS	7,107.06	PROFESSIONAL SERVICES	101.122.202		881/222	223028	P	899	00032
TRUCK TRAILER SALES INC	PARTS & LABOR	1,990.45	GARAGE PARTS	801.801.249		2493-224	023624	P	899	00030

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
ULMER/BRUCE	REIMBURSE SAFETY GLASSES	60.00	PROFESSIONAL SERVICES	101.123.202		32734	202215	P	899	00039
UNITED STATES POSTAL SER	POSTAGE	68.70	POSTAGE	101.122.231		12.1.22	002989	P	899	00083
	POSTAGE	105.81	POSTAGE	101.104.231		12.1.22	002989	P	899	00084
	POSTAGE	4.56	POSTAGE	101.111.231		12.1.22	002989	P	899	00085
	POSTAGE	44.70	POSTAGE	201.201.231		12.1.22	002989	P	899	00086
	POSTAGE	1.14	POSTAGE	101.122.231		12.1.22	002989	P	899	00087
	POSTAGE	41.61	POSTAGE	637.637.231		12.1.22	002989	P	899	00088
	POSTAGE	19.38	POSTAGE	101.102.231		12.1.22	002989	P	899	00089
	POSTAGE	164.40	POSTAGE	101.106.231		12.1.22	002989	P	899	00090
	POSTAGE	41.28	POSTAGE	101.107.231		12.1.22	002989	P	899	00091
	POSTAGE	18.30	POSTAGE	203.203.231		12.1.22	002989	P	899	00092
	POSTAGE	0.57	POSTAGE	611.611.231		12.1.22	002989	P	899	00093
	POSTAGE	80.71	POSTAGE	601.601.231		12.1.22	002989	P	899	00094
	POSTAGE	90.80	POSTAGE	611.611.231		12.1.22	002989	P	899	00095
	POSTAGE	30.27	POSTAGE	631.631.231		12.1.22	002989	P	899	00096
	POSTAGE	7.20	POSTAGE	101.122.231		12.1.22	002989	P	899	00097
		719.43	*VENDOR TOTAL							
UTILITY EQUIPMENT COMPAN	LOCATE BOX	467.16	REP. & MAINT. - DISTRIBU	601.601.226		50056210-000	220209	P	899	00040
VERMEER HIGH PLAINS	FLASHING PART	350.60	REP. & MAINT. - EQUIPMEN	101.126.221		P0888703	023486	P	899	00041
WHOLESALE SUPPLY INC	SUPPLIES	99.40	PROFESSIONAL SERVICES	101.111.202		449642	221542	P	899	00042
	SUPPLIES	99.40	PROFESSIONAL SERVICES	101.111.202		449796	221543	P	899	00098
		198.80	*VENDOR TOTAL							
WNAX AM WNAX FM	AD	624.00	SPECIAL EVENTS - ACTIVIT	211.231.575		1221193928	080839	P	899	00078
XEROX FINANCIAL SERVICES	COPIER LEASE	410.99	COPIES	101.105.234		3604785	021748	P	899	00067
	COPIES	441.90	COPIES	101.105.234		3604785	021748	P	899	00068
	COPIER LEASE	141.94	CONTRACTED SERVICES	203.203.204		3604785	021748	P	899	00069
	COPIES	93.25	COPIES	203.203.234		3604785	021748	P	899	00070
	COPIER LEASE	141.94	COPIES	101.111.234		3604785	021748	P	899	00071
	COPIES	47.73	COPIES	101.111.234		3604785	021748	P	899	00072
	COPIER LEASE	141.94	COPIES	101.104.234		3604785	021748	P	899	00073
	COPIES	115.64	COPIES	101.104.234		3604785	021748	P	899	00074
		1,535.33	*VENDOR TOTAL							
YANKTON BASKETBALL INC	YBI BASKETBALL PROGRAM	4,604.45	PROFESSIONAL SERVICES	203.203.202		11.16.22	080820	P	899	00047

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
YANKTON COUNTY AUDITOR	3RD QTR SAFETY CENTER	9,368.40	RENT FOR SAFETY CENTER	101.111.212		11.15.22	023071	P	899	00046
YANKTON JANITOR SUPPLY I	SUPPLIES	98.95	REP. & MAINT. - BUILDING	101.114.223		436458	225590	P	899	00043
YANKTON POLICE DEPARTMEN	PETTY CASH	87.12	PUBLIC EDUCATION EXPENDI	101.111.251		11.18.22	023078	P	899	00044
	PETTY CASH	126.50	TRAVEL EXPENSE	101.111.263		11.18.22	023078	P	899	00045
		213.62	*VENDOR TOTAL							
YANKTON SCHOOL DISTRICT	3RD QTR BILLING	28,712.25	COST OF SERVICE PROVIDED	203.203.206		9.30.22	022547	P	899	00048
	SAC EQUIPMENT	61,928.55	COMMON BLDG EQUIPMENT	506.571.350		9.30.22	022547	P	899	00051
		90,640.80	*VENDOR TOTAL							
YANKTON VOL FIRE DEPARTM	FIRE CALLS OCT/NOV	1,040.00	PROFESSIONAL SERV.-VOLUN	101.114.202		11.22.22	225592	P	899	00049

Schedule of Bills

VENDOR NAME								
DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID LINE
REPORT TOTALS:	1,302,482.12							

RECORDS PRINTED - 000222

Schedule of Bills

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
101	GENERAL FUND	84,541.99
201	PARKS AND RECREATION	10,669.76
202	HUETHER FAMILY AQUATICS CTR	12,488.40
203	SUMMIT ACTIVITY CENTER	45,202.82
204	MARNE CREEK	20,867.38
208	911/DISPATCH	395.00
211	LODGING SALES TAX	973.00
502	AIRPORT CAPITAL	4,000.00
503	PARK CAPITAL	49,233.00
506	SPECIAL CAPITAL IMPROV	143,209.05
601	WATER OPERATION	79,571.80
602	WATER RENEWAL/REPLACEMENT	6,396.88
611	WASTE WATER OPERATION	599,230.86
621	CEMETERY OPERATION	321.30
631	SOLID WASTE	21,985.70
637	JOINT POWER	62,616.62
641	GOLF COURSE	93,554.37
801	CENTRAL GARAGE	67,224.19
TOTAL	ALL FUNDS	1,302,482.12

BANK RECAP:

BANK	NAME	DISBURSEMENTS
1DAK	FIRST DAKOTA NAT'L BANK CORP	1,302,482.12
TOTAL	ALL BANKS	1,302,482.12

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

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

CLAIM NUMBER	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	INVOICE	PO#	F/P	ID	LINE
AFSCME COUNCIL 65		06454							
	EMPLOYEE DEDUCTIONS	428.45	MISC. EMP. DED.	711.2079				896	00084
	EMPLOYEE DEDUCTIONS	428.45	MISC. EMP. DED.	711.2079				896	00096
		856.90	*TOTAL						
AMERICAN FAMILY LIFE COR		00025							
	CANCER&ICU PERMIUMS	5,768.14	CANCER & ICU SUPPLEMENTA	711.2075		001234	P	896	00099
AMERICAN RAMP COMPANY		07648							
	SKATE PARK EQUIPMENT	8,354.64	WESTSIDE PARK IMPROVEMEN	503.545.320	27169	022386	P	896	00001
AVERA HEALTH PLANS		05140							
	HEALTH INS PREMIUMS	89,028.63	HEALTH INSURANCE	711.2068		005122	P	896	00002
	RETIREE PREMIUMS- LEYDEN	549.62	HEALTH INSURANCE	711.2068		005122	P	896	00003
		89,578.25	*TOTAL						
CITY UTILITIES		00109							
	FIRE DEPT WATER	863.73	WATER SERVICE	101.114.274		002642	P	896	00012
	FIRE DEPT WASTEWATER	36.04	SEWER SERVICE	101.114.275		002642	P	896	00013
	CITY HALL WATER	148.21	WATER SERVICE	101.125.274		002642	P	896	00007
	CITY HALL WASTEWATER	52.02	SEWER SERVICE	101.125.275		002642	P	896	00008
	AIRPORT WATER	600.10	WATER SERVICE	101.127.274		002642	P	896	00004
	AIRPORT WASTEWATER	532.10	WASTEWATER SERVICE	101.127.275		002642	P	896	00005
	AIRPORT SOLID WASTE	47.22	LANDFILL	101.127.276		002642	P	896	00006
	SNR CITIZENS WATER	198.61	WATER SERVICE	101.141.274		002642	P	896	00027
	SNR CITIZENS WASTEWATER	106.42	SEWER SERVICE	101.141.275		002642	P	896	00028
	WATER-WW CHARGES	80.56	WATER SERVICE	101.142.274		002793	P	871	00001
	WATER-WW CHARGES	438.01	WATER SERVICE	101.142.274		002793	P	871	00003
	WATER-WW CHARGES	45.22	SEWER SERVICE	101.142.275		002793	P	871	00002
	PARK WATER	33,453.88	WATER SERVICE	201.201.274		002642	P	896	00019
	PARK WASTEWATER	1,206.69	SEWER SERVICE	201.201.275		002642	P	896	00020
	HFAC WATER	5,492.93	WATER SERVICE	202.202.274		002642	P	896	00021
	HFAC WASTEWATER	316.34	SEWER SERVICE	202.202.275		002642	P	896	00022
	SAC WATER	579.81	WATER SERVICE	203.203.274		002642	P	896	00023
	SAC WASTEWATER	160.82	SEWER SERVICE	203.203.275		002642	P	896	00024
	WATER DEPT WATER	808.92	WATER SERVICE	601.601.274		002642	P	896	00025
	SEWER PLANT	1,135.31	WATER SERVICE	611.611.274		002642	P	896	00026
	STREET DEPT WATER	49.06	WATER SERVICE	631.631.274		002642	P	896	00017
	STREET DEPT WASTEWATER	11.22	SEWER SERVICE	631.631.275		002642	P	896	00018
	LANDFILL WATER	194.62	WATER	637.637.274		002642	P	896	00009
	LANDFILL WASTEWATER	83.64	WW SERVICE	637.637.275		002642	P	896	00010
	LANDFILL SOLID WASTE	23.61	LANDFILL	637.637.276		002642	P	896	00011
	SHOP & GARAGE WATER	86.52	WATER PURCHASED	801.801.274		002642	P	896	00014
	SHOP & GARAGE WASTEWATER	56.44	SEWER SERVICE	801.801.275		002642	P	896	00015
	SHOP & GARAGE SOLID WAS	23.61	LANDFILL	801.801.276		002642	P	896	00016
		46,831.66	*TOTAL						
DEPT OF SOCIAL SERVICES		01681							
	STATE OF SD CHILD SUPPO	1,052.42	MISC. EMP. DED.	711.2079				896	00079
	STATE OF SD CHILD SUPPO	1,052.42	MISC. EMP. DED.	711.2079				896	00091
		2,104.84	*TOTAL						
FIRST DAKOTA NAT'L BANK		07493							
	HSA CONTRIBUTIONS	1,431.58	HSA EMPLOYER CONTRIBUTIO	711.2052				896	00077
	HSA CONTRIBUTIONS	1,431.58	HSA EMPLOYER CONTRIBUTIO	711.2052				896	00089

CLAIM NUMBER	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	INVOICE	PO#	F/P	ID	LINE
FIRST DAKOTA NAT'L BANK		07493							
	HSA CONTRIBUTIONS	2,226.27	HSA EMPLOYEE CONTRIBUTIO	711.2053				896	00078
	HSA CONTRIBUTIONS	2,226.27	HSA EMPLOYEE CONTRIBUTIO	711.2053				896	00090
		7,315.70	*TOTAL						
FIRST NATIONAL BANK FSA		07494							
	FNB CAFE PLAN	387.50	FLEX DAYCARE	711.2054				896	00082
	FNB CAFE PLAN	387.50	FLEX DAYCARE	711.2054				896	00094
	FNB CAFE PLAN	337.50	FLEX MEDICAL	711.2055				896	00083
	FNB CAFE PLAN	337.50	FLEX MEDICAL	711.2055				896	00095
		1,450.00	*TOTAL						
ICMA RETIREMENT TRUST -		00287							
	ICMA CONTRIBUTIONS	1,402.61	ICMA DEFERRED COMPENSATI	711.2067				896	00076
	ICMA CONTRIBUTIONS	423.17	ICMA DEFERRED COMPENSATI	711.2067				896	00088
		1,825.78	*TOTAL						
LUMEN		07496							
	FIBER INTERNET	347.36	INTERNET ACCESS	101.105.270	612547583	023065	P	896	00030
MIDAMERICAN ENERGY		00303							
	FUEL	42.28	FUEL-HEATING	101.114.273				896	00033
	FUEL	1,278.66	ROAD MATERIALS	101.123.239				896	00035
	FUEL	19.12	FUEL-HEATING	101.127.273				896	00031
	FUEL	35.78	FUEL-HEATING	201.201.273				896	00034
	FUEL	163.08	FUEL-HEATING	601.601.273				896	00037
	FUEL	14.32	HEATING FUEL - GAS	637.637.273				896	00036
	FUEL	18.50	FUEL-HEATING	801.801.273				896	00032
		1,571.74	*TOTAL						
MINNESOTA LIFE INSURANCE		06544							
	LIFE GROUP INSURANCE	600.43	LIFE INSURANCE	711.2069		005179	P	896	00038
MONEY MOVERS INC		07676							
	SAC MAINT FEE	11.75	PROFESSIONAL SERVICES	203.203.202	153700	023072	P	896	00039
MORROW/JOSEPH C.		03823							
	DESIGN WORK	2,160.00	PROFESSIONAL SERVICES	101.125.202	141	203537	P	896	00040
NEBRASKA DOR - WH INCOME		07502							
	NE STATE INCOME TAX	775.45	NEBRASKA INCOME TAX	711.2057		005222	P	896	00041
NORTHWESTERN ENERGY		00455							
	ELECTRICITY	580.37	ELECTRICITY	101.114.272				896	00049
	ELECTRICITY	72.37	ELECTRICITY	101.115.272				896	00048
	ELECTRICITY	986.68	ELECTRICITY	101.123.272				896	00054
	ELECTRICITY	1,509.18	ELECTRICITY	101.125.272				896	00047
	ELECTRICITY	26,932.24	ELECTRICITY-STREET LIGHT	101.126.272				896	00042
	ELECTRICITY	825.24	ELECTRICITY	101.127.272				896	00044
	ELECTRICITY	1,424.78	ELECTRICITY	101.141.272				896	00053
	ELECTRICITY	1,594.43	ELECTRICITY	101.142.272		002795	P	871	00004
	ELECTRICITY	2,815.13	ELECTRICITY	201.201.272				896	00043
	ELECTRICITY	401.67	ELECTRICITY	202.202.272				896	00052
	ELECTRICITY	30,875.34	ELECTRICITY	601.601.272				896	00056
	ELECTRICITY	9,778.68	ELECTRICITY	611.611.272				896	00057
	ELECTRICITY	45.74	ELECTRICITY	621.621.272				896	00045

CLAIM NUMBER	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	INVOICE	PO#	F/P	ID	LINE
	NORTHWESTERN ENERGY	00455							
	ELECTRICITY	131.28	ELECTRICITY	637.637.272				896	00051
	ELECTRICITY	486.76	ELECTRICITY	637.637.272				896	00055
	ELECTRICITY	10.93	ELECTRICITY	641.641.272				896	00050
	ELECTRICITY	730.00	ELECTRICITY	801.801.272				896	00046
		79,200.82	*TOTAL						
	PAYMENT SERVICES NETWORK	07677							
	CC MERCHANT FEES	29.20	PROFESSIONAL SERVICES	601.601.202	267206&267012	023066	P	896	00058
	CC MERCHANT FEES	27.91	PROFESSIONAL SERVICES	601.601.202	267206&267012			896	00059
	CC MERCHANT FEES	7.79	PROFESSIONAL SERVICES	601.601.202	267206&267012	023066	P	896	00060
	CC MERCHANT FEES	4.95	PROFESSIONAL SERVICES &	637.637.202	267206&267012	023066	P	896	00098
		69.85	*TOTAL						
	PRINCIPAL LIFE INSURANCE	07491							
	DENTAL INS	6,803.99	DENTAL INSURANCE	711.2059				003190	P 896 00061
	RETIREMENT, SD	00519							
	SD RETIREMENT	88,003.13	SD RETIREMENT SYSTEM	711.2066				002809	P 896 00062
	SDSRP	04992							
	SD SUPPLEMENT RETIRE PL	4,769.50	ROTH 457 SDRS-SRP	711.2056				896	00081
	SD SUPP RETIRE PLAN	4,869.50	ROTH 457 SDRS-SRP	711.2056				896	00093
	SD SUPPLEMENT RETIRE PL	17,908.26	SDRS SUPPLEMENTAL RETIRE	711.2058				896	00080
	SD SUPP RETIRE PLAN	3,617.50	SDRS SUPPLEMENTAL RETIRE	711.2058				896	00092
		31,164.76	*TOTAL						
	STANDARD INSURANCE COMPA	05508							
	VISION INS	681.32	VISION INSURANCE	711.2078				005313	P 896 00100
	U.S. POST OFFICE-UTIL	00642							
	UTILITY BILLING POSTAGE	1,073.61	PROFESSIONAL SERVICES	601.601.202	NOV 2022	001855	P	896	00071
	UTILITY BILLING POSTAGE	1,025.89	PROFESSIONAL SERVICES	611.611.202	NOV 2022	001855	P	896	00072
	UTILITY BILLING POSTAGE	286.30	PROFESSIONAL SERVICES	631.631.202	NOV 2022	001855	P	896	00073
		2,385.80	*TOTAL						
	UKG WORKFORCE READY	07490							
	SOFTWARE&TIMECLOCK SERVI	973.44	PROFESSIONAL SERVICES	101.107.202	398/939	022343	P	896	00063
	SOFTWARE&TIMECLOCK SERVI	1,690.86	PROFESSIONAL SERVICES	101.107.202	398/939	022343	P	896	00066
	SOFTWARE&TIMECLOCK SERVI	208.75	PROFESSIONAL SERVICES	601.601.202	398/939	022343	P	896	00067
	SOFTWARE&TIMECLOCK SERVI	62.63	PROFESSIONAL SERVICES	611.611.202	398/939	022343	P	896	00068
	SOFTWARE&TIMECLOCK SERVI	162.24	PROFESSIONAL SERVICES	631.631.202	398/939	022343	P	896	00064
	SOFTWARE&TIMECLOCK SERVI	62.63	PROFESSIONAL SERVICES	631.631.202	398/939	022343	P	896	00069
	SOFTWARE&TIMECLOCK SERVI	162.24	PROFESSIONAL SERVICES &	637.637.202	398/939	022343	P	896	00065
	SOFTWARE&TIMECLOCK SERVI	62.63	PROFESSIONAL SERVICES &	637.637.202	398/939	022343	P	896	00070
		3,385.42	*TOTAL						
	UNITED STATES TREASURERY	07526							
	FED WITHHOLDING TAXES	29,871.96	WITHHOLDING	711.2064				896	00074
	FED TAX WITHHOLDING	32,291.07	WITHHOLDING	711.2064				896	00086
	FED WITHHOLDING TAXES	52,984.70	OASI	711.2065				896	00075
	FED TAX WITHHOLDING	53,451.38	OASI	711.2065				896	00087
		168,599.11	*TOTAL						
	UNITED WAY	00918							
	EMPLOYEE CONTRIBUTIONS	86.00	UNITED FUND	711.2070				896	00085
	EMPLOYEE CONTRIBUTION	86.00	UNITED FUND	711.2070				896	00097
		172.00	*TOTAL						

ACH Payment Register
.....

CLAIM NUMBER	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	INVOICE	PO#	F/P ID LINE
		550,018.84	**CLAIMS TOTAL				

ACH Payment Register
.....

CLAIM NUMBER	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	INVOICE	PO#	F/P ID LINE
REPORT TOTALS:		550,018.84					

RECORDS PRINTED - 000103

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
101	GENERAL FUND	43,585.25
201	PARKS AND RECREATION	37,511.48
202	HUETHER FAMILY AQUATICS CTR	6,210.94
203	SUMMIT ACTIVITY CENTER	752.38
503	PARK CAPITAL	8,354.64
601	WATER OPERATION	33,194.60
611	WASTE WATER OPERATION	12,002.51
621	CEMETERY OPERATION	45.74
631	SOLID WASTE	571.45
637	JOINT POWER	1,164.05
641	GOLF COURSE	10.93
711	EMPLOYEE BENEFIT	405,699.80
801	CENTRAL GARAGE	915.07
TOTAL ALL FUNDS		550,018.84

BANK RECAP:

BANK	NAME	DISBURSEMENTS
1DAK	FIRST DAKOTA NAT'L BANK CORP	550,018.84
TOTAL ALL BANKS		550,018.84

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

DATE APPROVED BY

.....

.....

CLAIM NUMBER	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	INVOICE	PO#	F/P	ID	LINE
	BBG CONSTRUCTION LAW	07668							
	LEGAL CONSULTANT-CMAR	10,000.00	PROFESSIONAL SERVICES	611.611.202		022825	F	887	00016
	BROADWAY CHRYSLER	05978							
	23 VEHICLE PURCHASE	2,000.00	PREPAID EXPENSE	101.1646		023073	P	887	00017
	FEIMER CONSTRUCTION	00197							
	CONSTRUCTION C-13-22	77,732.50	JACQUELINE CULDESAC MAIN	602.602.327		223027	F	887	00009
	FIRE CHIEF ASSN, SD	00206							
	MEMBERSHIP DUES	125.00	MEMBERSHIP DUES	101.114.261		225528	F	887	00010
	HITE/GEORGE	07634							
	BOOT REIMBURSMENT	143.69	UNIFORMS	101.111.244		221526	P	887	00006
	HULTS/NATHAN	07666							
	CHRISTMAS PARTY	400.00	EMPLOYEE COMMITTEE	101.107.141	1501	022156	F	887	00013
	JOHNSON FOUNDATION/CHOPP	07557							
	MEMORIAL PATHWAYS	2,063.46	SPECIAL PROJECTS	211.231.599	110822	023067	P	887	00001
	LAMB MOTOR COMPANY	05549							
	FORD EXPLORER	35,995.00	EQUIPMENT	101.111.350		221537	F	887	00015
	MOTOR VEHICLE DEPT, SD	00424							
	TITLE AND LICENSE	24.20	EQUIPMENT	101.111.350		020879	P	887	00005
	TITLE & LICENSE	12.10	EQUIPMENT	602.602.350		020879	P	887	00002
	TITLE & LICENSE	12.10	EQUIPMENT	611.611.350		020879	P	887	00003
		48.40	*TOTAL						
	SCREED TECH LLC	07621							
	TAXIWAY REHAB C-9-22	35,158.15	TAXIWAY A REHAB	502.511.386		023432	F	887	00014
	WHITE/JENNIFER	07670							
	ARTIST STIPEND	300.00	PROGRAM SUPPLIES	101.142.242		023657	P	901	00001
	YANKTON THRIVE	00939							
	SALES TAX REIMBURSMENT	6,244.91	PROFESSIONAL SERVICES	506.572.202		023630	P	887	00007
	YANKTON VOL FIRE DEPARTM	00700							
	FIRE PREMIUM	58,707.58	YANKTON VOL. PREMIUM	101.114.204		023628	P	887	00004
		228,918.69	**CLAIMS TOTAL						

Manual Check Register
.....

CLAIM NUMBER	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	INVOICE	PO#	F/P ID LINE
REPORT TOTALS:		228,918.69					

RECORDS PRINTED - 000015

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
101	GENERAL FUND	97,695.47
211	LODGING SALES TAX	2,063.46
502	AIRPORT CAPITAL	35,158.15
506	SPECIAL CAPITAL IMPROV	6,244.91
602	WATER RENEWAL/REPLACEMENT	77,744.60
611	WASTE WATER OPERATION	10,012.10
TOTAL ALL FUNDS		228,918.69

BANK RECAP:

BANK	NAME	DISBURSEMENTS
1DAK	FIRST DAKOTA NAT'L BANK CORP	228,918.69
TOTAL ALL BANKS		228,918.69

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

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

Credit Card Schedule of Bills

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
ADOBE ACROPRO SUBS ADOBE SUB	14.99	MEMBERSHIP DUES	101.106.261		Bies		916 00284
ADOBE INC SALES TAX REFUND	38.99CR	SUBSCRIPTIONS & PUBLICAT	101.105.235		Johnson		916 00347
COMPUTER PROGRAM	31.94	CONTRACTED SERVICES - OP	201.201.204		McHenry		916 00353
	7.05CR	*VENDOR TOTAL					
AMAZON.COM HB2C88211 A PRINTER	819.00	EQUIPMENT	101.105.350		Johnson		916 00185
AMAZON.COM HI0U583K1 OFFICE SUPPLIES	79.82	OFFICE SUPPLIES	101.104.232		Yardley		916 00131
AMAZON.COM HI2BK7JU0 CHALK	15.23	RECREATION SUPPLIES	203.203.242		McHenry		916 00137
AMAZON.COM HI7FP2A32 CHALK	15.23	RECREATION SUPPLIES	203.203.242		McHenry		916 00061
AMAZON.COM HW0866OW0 AQUATIC DUMBBELLS	67.45	RECREATION SUPPLIES	203.203.242		Wattier		916 00090
AMAZON.COM H257J1DH0 OFFICE SUPPLIES	48.96	OFFICE SUPPLIES	101.107.232		Bailey		916 00281
AMERICAN HEART SHOPCPR SALES TAX REFUND	12.90CR	LEARNING	101.111.264		Rothenberger		916 00280
CPR VIDEO	211.39	LEARNING	101.111.264		Rothenberger		916 00365
	198.49	*VENDOR TOTAL					
AMERICAN PLANNING A RENEWALS	616.00	MEMBERSHIP DUES	101.106.261		Mingo		916 00203
AMERICAN RED CROSS LIFEGUARD RECERTIFY	80.00	RECREATION SUPPLIES	203.203.242		Wattier		916 00047
AMERICAN WATER WORKS A MEMBERSHIP DUES	227.00	MEMBERSHIP DUES	601.601.261		Goodmanson		916 00073
AMZN MKTP US BATTERIES RETURN	46.76CR	SMALL TOOLS & HARDWARE	101.114.247		Nickles		916 00265
AMZN MKTP US HB2O92ZT1 EXERCISE BALLS	35.90	RECREATION SUPPLIES	203.203.242		Wattier		916 00232
AMZN MKTP US HB3U79TP2 BOOK	16.55	BOOKS	101.142.340		Dobrovolny		916 00164

Credit Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
AMZN MKTP US HB4XH6602	STREAMLIGHT BATTERIES	70.14	SMALL TOOLS & HARDWARE	101.114.247		Nickles		916 00134
AMZN MKTP US HB7AU2K01	BOOK	11.16	BOOKS	101.142.340		Dobrovolny		916 00183
AMZN MKTP US HI1QE68K2	AQUATIC BALLS	56.04	RECREATION SUPPLIES	203.203.242		Wattier		916 00042
AMZN MKTP US HI21D16A1	BATTERIES	37.25	REP. & MAINT. - EQUIPMEN	101.111.221		Rothenberger		916 00062
AMZN MKTP US HI4NK9ZF1	DESK RISER	128.69	OFFICE SUPPLIES	101.111.232		Foote		916 00132
AMZN MKTP US HI4X49ZB0	FIREWALLS	9,433.64	EQUIPMENT	101.105.350		Johnson		916 00147
AMZN MKTP US HI6SA9ZV0	GINGERBREAD COSTUME	61.98	SPECIAL EVENTS - ACTIVIT	211.231.575		McHenry		916 00144
AMZN MKTP US HI78O4JS0	JANITORIAL SUPPLIES	14.99	JANITORIAL SUPPLIES	101.142.236		Dobrovolny		916 00149
	PROGRAM SUPPLIES	8.89	PROGRAM SUPPLIES	101.142.242		Dobrovolny		916 00150
	BOOKS	41.10	BOOKS	101.142.340		Dobrovolny		916 00151
		64.98	*VENDOR TOTAL					
AMZN MKTP US HI8A70RC0	RESISTANCE BANDS	127.40	RECREATION SUPPLIES	203.203.242		Wattier		916 00059
AMZN MKTP US HI8CN6DS2	EXERCISE BALLS	31.98	RECREATION SUPPLIES	203.203.242		Wattier		916 00043
AMZN MKTP US HW7FR5XC0	GUN CLEANING SUPPLIES	4.99	REP. & MAINT. - EQUIPMEN	101.111.221		Rothenberger		916 00016
AMZN MKTP US HW7LN1070	BOOK	10.95	BOOKS	101.142.340		Dobrovolny		916 00041
AMZN MKTP US H05EW9YT0	STREAMLIGHT BATTERIES	46.76	SMALL TOOLS & HARDWARE	101.114.247		Nickles		916 00413
AMZN MKTP US H07AR1UG2	OFFICE SUPPLIES	157.87	OFFICE SUPPLIES	101.107.232		Bailey		916 00282
AMZN MKTP US H07ZI9T42	TO GO BAGS FOR YMS & YHS	123.98	REP. & MAINT. - EQUIPMEN	101.111.221		Rothenberger		916 00384
AMZN MKTP US H086V5UM1	PROGRAM SUPPLIES	29.35	PROGRAM SUPPLIES	101.142.242		Dobrovolny		916 00361

Credit Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
AMZN MKTP US H089Y6M32	POSTAGE	3.98	POSTAGE	101.142.231		Dobrovolny		916 00344
	BOOK	5.99	BOOKS	101.142.340		Dobrovolny		916 00345
		9.97	*VENDOR TOTAL					
AMZN MKTP US H09E48JZ2	PROGRAM SUPPLIES	12.95	PROGRAM SUPPLIES	101.142.242		Dobrovolny		916 00411
AMZN MKTP US H20EW28M1	PROGRAM SUPPLIES	9.99	PROGRAM SUPPLIES	101.142.242		Dobrovolny		916 00273
AMZN MKTP US H23IE4MR1	PROGRAM SUPPLIES	56.42	PROGRAM SUPPLIES	101.142.242		Dobrovolny		916 00297
	BOOK	9.99	BOOKS	101.142.340		Dobrovolny		916 00298
		66.41	*VENDOR TOTAL					
AMZN MKTP US H25DG6ME0	IRRIGATION SUPPLIES	215.19	AGRICULTURAL SUPPLIES	201.201.241		McHenry		916 00326
AMZN MKTP US H25WZ9U50	JANITORIAL SUPPLIES	79.60	JANITORIAL SUPPLIES	101.142.236		Dobrovolny		916 00286
	PROGRAM SUPPLIES	24.68	PROGRAM SUPPLIES	101.142.242		Dobrovolny		916 00287
		104.28	*VENDOR TOTAL					
AMZN MKTP US H257M4U90	OFFICE SUPPLIES	18.39	OFFICE SUPPLIES	101.142.232		Dobrovolny		916 00275
AMZN MKTP US H28Q51C82	DVD	19.59	AV - CAPITAL	101.142.342		Dobrovolny		916 00292
AMZN MKTP US H29297452	PROGRAM SUPPLIES	8.79	PROGRAM SUPPLIES	101.142.242		Dobrovolny		916 00296
AR500 DS	SRT FIRST AID BAGS	205.54	REP. & MAINT. - EQUIPMEN	101.111.221		Rothenberger		916 00014
ATT BILL PAYMENT	CELL PHONE	80.44	TELEPHONE	201.201.271		Bailey		916 00244
	CELL PHONE	28.01	TELEPHONE	601.601.271		Bailey		916 00245
	MOBILE DATA	95.61	PROFESSIONAL SERVICES -	101.127.202		Peters		916 00249
	MOBILE DATA	40.04	PROFESSIONAL SERVICES	101.122.202		Peters		916 00250
	MOBILE DATA	45.28	PROFESSIONAL SERVICES	101.123.202		Peters		916 00251
	MOBILE DATA	45.28	PROFESSIONAL SERVICES	601.601.202		Peters		916 00252
	MOBILE DATA	913.56	PROFESSIONAL SERVICES	101.111.202		Peters		916 00253
		1,248.22	*VENDOR TOTAL					
AUTOZONE #3795	POOL SLIDES	43.61	REP. & MAINT. - BUILDING	202.202.223		Eskens		916 00355
	EQUIPMENT REPAIRS	11.51	REP. & MAINT. - EQUIPMEN	201.201.221		Jensen		916 00154

Credit Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
AUTOZONE #3795								
	ROTOR AND PADS	721.96	GARAGE PARTS	801.801.249		Kulhavy		916 00170
	WIPER BLADE	60.00	GARAGE PARTS	801.801.249		Kulhavy		916 00366
	AIR FILTER	43.90	GARAGE PARTS	801.801.249		Kulhavy		916 00373
	GARAGE FLUIDS	214.06	GARAGE PARTS	801.801.249		Kulhavy		916 00489
	REAR BRAKE PADS	439.48	GARAGE PARTS	801.801.249		Nowak		916 00071
	BATTERY RETURN	45.78CR	GARAGE PARTS	801.801.249		Nowak		916 00122
	REAR ROTORS	239.90	GARAGE PARTS	801.801.249		Nowak		916 00133
	ROTOR PADS	393.55	GARAGE PARTS	801.801.249		Nowak		916 00138
		2,122.19	*VENDOR TOTAL					
AVERA HME YANKTON								
	CREDIT	191.91CR	REP. & MAINT. - PLANT	601.601.221		Peterson		916 00360
AVERA SACRED HEART								
	CDL TESTING	61.00	PROFESSIONAL SERVICES	101.123.202		Bailey		916 00172
	CDL TESTING	39.00	PROFESSIONAL SERVICES	631.631.202		Bailey		916 00173
	CDL TESTING	39.00	PROFESSIONAL SERVICES	601.601.202		Bailey		916 00257
	CDL TESTING	116.00	PROFESSIONAL SERVICES	601.601.202		Bailey		916 00258
	CDL TESTING	39.00	PROFESSIONAL SERVICES	101.123.202		Bailey		916 00259
	CDL TESTING	39.00	PROFESSIONAL SERVICES -	101.127.202		Bailey		916 00260
	CDL TESTING	55.00	PROFESSIONAL SERVICES	101.123.202		Bailey		916 00261
		388.00	*VENDOR TOTAL					
AXON								
	TASERS	7,056.60	EQUIPMENT	101.111.350		Foote		916 00444
AXVOICE INC								
	DIALER SERVICE	21.44	PROFESSIONAL SERVICES	601.601.202		Chytka		916 00372
BEST WESTERN PLUS RAMK								
	DOOLEY LECC TRAINING	75.00	TRAVEL EXPENSE	101.111.263		Yankton Police		916 00243
BLUEPEAK								
	PHONE	155.12	TELEPHONE	101.127.271		Yardley		916 00087
	PHONE	38.79	TELEPHONE	101.123.271		Yardley		916 00088
	PHONE	157.55	TELEPHONE	202.202.271		Yardley		916 00236
	INTERNET SERVICES	701.99	INTERNET ACCESS	101.105.270		Yardley		916 00380
	PHONE	43.46	TELEPHONE	101.102.271		Yardley		916 00387
	PHONE	177.13	TELEPHONE	101.104.271		Yardley		916 00388
	PHONE	20.62	TELEPHONE	101.105.271		Yardley		916 00389
	PHONE	86.34	TELEPHONE	101.106.271		Yardley		916 00390
	PHONE	64.24	TELEPHONE	101.107.271		Yardley		916 00391
	PHONE	32.58	TELEPHONE	101.111.271		Yardley		916 00392
	PHONE	94.95	TELEPHONE	101.114.271		Yardley		916 00393
	PHONE	184.59	TELEPHONE	101.122.271		Yardley		916 00394
	PHONE	63.51	TELEPHONE	101.123.271		Yardley		916 00395
	PHONE	76.38	TELEPHONE	101.142.271		Yardley		916 00396
	PHONE	231.58	TELEPHONE	201.201.271		Yardley		916 00397
	PHONE	33.55	TELEPHONE	202.202.271		Yardley		916 00398
	PHONE	219.00	TELEPHONE	203.203.271		Yardley		916 00399

Credit Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
BLUEPEAK								
	PHONE	136.97	TELEPHONE	601.601.271		Yardley		916 00400
	PHONE	22.20	TELEPHONE	611.611.271		Yardley		916 00401
	PHONE	32.70	TELEPHONE	637.637.271		Yardley		916 00402
	PHONE	42.62	TELEPHONE	101.102.271		Yardley		916 00416
	PHONE	113.04	TELEPHONE	101.104.271		Yardley		916 00417
	PHONE	13.81	TELEPHONE	101.105.271		Yardley		916 00418
	PHONE	52.43	TELEPHONE	101.106.271		Yardley		916 00419
	PHONE	13.81	TELEPHONE	101.107.271		Yardley		916 00420
	PHONE	22.01	TELEPHONE	101.111.271		Yardley		916 00421
	PHONE	64.15	TELEPHONE	101.114.271		Yardley		916 00422
	PHONE	105.50	TELEPHONE	101.122.271		Yardley		916 00423
	PHONE	40.52	TELEPHONE	101.123.271		Yardley		916 00424
	PHONE	45.06	TELEPHONE	101.142.271		Yardley		916 00425
	PHONE	156.51	TELEPHONE	201.201.271		Yardley		916 00426
	PHONE	22.67	TELEPHONE	202.202.271		Yardley		916 00427
	PHONE	147.96	TELEPHONE	203.203.271		Yardley		916 00428
	PHONE	92.50	TELEPHONE	601.601.271		Yardley		916 00429
	PHONE	13.81	TELEPHONE	611.611.271		Yardley		916 00430
	PHONE	22.01	TELEPHONE	637.637.271		Yardley		916 00431
		3,541.66	*VENDOR TOTAL					
BOMGAARS #2 YANKTON								
	WESTSIDE PARK	11.99	REP. & MAINT. - BUILDING	201.201.223		Bornitz		916 00064
	SUPPLIES	62.96	REP. & MAINT. - EQUIPMEN	621.621.221		Bornitz		916 00145
	SUPPLIES	5.99	REP. & MAINT. - BUILDING	621.621.223		Bornitz		916 00279
	SUPPLIES	14.99	REP. & MAINT. - BUILDING	621.621.223		Bornitz		916 00433
	SILICONE LUBE	4.99CR	REP. & MAINT. - PLANT	601.601.221		Bush		916 00376
	SILICONE LUBE	4.99	REP. & MAINT. - PLANT	601.601.221		Bush		916 00408
	HARDWARE	18.95	SMALL TOOLS & HARDWARE	201.201.247		Eskens		916 00327
	POOL SLIDES	179.99	REP. & MAINT. - BUILDING	202.202.223		Eskens		916 00363
	HARDWARE	9.27	SMALL TOOLS & HARDWARE	201.201.247		Groves		916 00293
	HARDWARE	1.91	SMALL TOOLS & HARDWARE	201.201.247		Groves		916 00301
	BATTERIES	22.99	REP. & MAINT. - DISTRIBU	601.601.226		Hallock		916 00104
	EQUIPMENT REPAIRS	31.95	REP. & MAINT. - EQUIPMEN	201.201.221		Jensen		916 00068
	DEICER	8.97	REP. & MAINT. - EQUIPMEN	201.201.221		Jensen		916 00146
	ANTIFREEZE	21.97	REP. & MAINT. - EQUIPMEN	201.201.221		Jensen		916 00160
	WESTSIDE PARK SUPPLIES	34.96	REP. & MAINT. - BUILDING	201.201.223		Kirchner		916 00343
	TREE SUPPLIES	63.96	AGRICULTURAL SUPPLIES	201.201.241		Kortan		916 00044
	POND SUPPLIES	47.97	AGRICULTURAL SUPPLIES	201.201.241		Kortan		916 00316
	WHEELS	56.77	GARAGE PARTS	801.801.249		Kulhavy		916 00291
	TRACTION SAND	14.97	SMALL TOOLS & HARDWARE	101.114.247		Linke		916 00136
	COLD WEATHER GEAR	19.99	UNIFORMS & DRY GOODS	101.114.244		Linke		916 00271
	FLOOR DRY FOR FUEL SPILL	119.90	SMALL TOOLS & HARDWARE	101.114.247		Nickles		916 00217
	BARREL PUMPS	99.97	GARAGE PARTS	801.801.249		Nowak		916 00100
	EXTENSION CORD	64.99	EQUIPMENT REPAIR & MAINT	637.637.221		Nowak		916 00120
	FUEL NOZZLE	69.99	EQUIPMENT REPAIR & MAINT	637.637.221		Nowak		916 00157
	STARTER FLUID	58.47	GARAGE PARTS	801.801.249		Nowak		916 00166
	PAINTS	96.34	GARAGE PARTS	801.801.249		Nowak		916 00227
	BARREL PUMP	29.99	GARAGE PARTS	801.801.249		Nowak		916 00367

Credit Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
BOMGAARS #2 YANKTON								
	HARDWARE	17.94	SMALL TOOLS & HARDWARE	201.201.247		Pavel		916 00295
	SHOP TOOLS	43.72	SMALL TOOLS & HARDWARE	801.801.247		Potts		916 00022
	COAT/GLOVES	217.92	UNIFORMS & DRY GOODS	101.123.244		Potts		916 00308
	SEWER CAMERA PARTS	24.15	REP. & MAINT. - COLLECTI	611.611.226		Robinson		916 00202
	JACKET/GLOVES	128.83	UNIFORMS & DRY GOODS	101.127.244		Ryken		916 00141
	IMPACT WRENCH/BATTERY	379.98	SMALL TOOLS & HARDWARE	101.127.247		Ryken		916 00220
	REPLACEMENT GATE	159.99	REP. & MAINT. - PLANT	601.601.221		Schantz		916 00037
	SHOP SUPPLIES	18.98	REP. & MAINT. - BUILDING	201.201.223		Snyder		916 00063
	GLOVES	101.95	MEDICAL & SAFETY SUPPLIE	201.201.243		Snyder		916 00103
	POOL MAINTENANCE	26.98	REP. & MAINT. - BUILDING	202.202.223		Suing		916 00129
	SPRAY BOTTLES, CLEANER	38.97	JANITORIAL SUPPLIES	801.801.236		Ulmer		916 00066
	HOSE COUPLING	43.96	GARAGE PARTS	801.801.249		Ulmer		916 00276
	PEST CONTROL	70.98	BUILDING REPAIR & MAINT.	637.637.223		Ulmer		916 00414
	FASTENERS	9.98	BUILDING REPAIR & MAINT.	637.637.223		Ulmer		916 00440
	BALL VALVE AND HOSES	46.74	EQUIPMENT REPAIR & MAINT	637.637.221		Ulmer		916 00472
	WEED SPRAY	63.96	AGRICULTURAL SUPPLIES	204.204.241		Walsh		916 00283
	WEED SPRAY	39.97	AGRICULTURAL SUPPLIES	204.204.241		Walsh		916 00339
		2,605.20	*VENDOR TOTAL					
BRODART SUPPLIES								
	OFFICE SUPPLIES	23.12	OFFICE SUPPLIES	101.142.232		Schmidt		916 00374
	POSTAGE	10.95	POSTAGE	101.142.231		Schmidt		916 00375
		34.07	*VENDOR TOTAL					
C & B YANKTON								
	MOWER PARTS	123.70	AGRICULTURAL SUPPLIES	601.601.241		Schantz		916 00448
CANVA I03611-34716130								
	PROFESSIONAL SERVICES	119.40	PROFESSIONAL SERVICES	101.142.202		Schmidt		916 00039
CASEYS #2268								
	TEEN PROGRAM	22.95	PROGRAM SUPPLIES	101.142.242		Dobrovolny		916 00083
	TRAVEL EXPENSE	75.01	TRAVEL EXPENSE	201.201.263		McHenry		916 00274
		97.96	*VENDOR TOTAL					
CASEYS #3785								
	CONFERENCE - FUEL	49.13	LEARNING	101.123.264		Gobel		916 00319
CASEYS #3855								
	STRATEGIC PLANNING	82.93	CONFERENCE & MEETINGS	101.114.265		Linke		916 00093
CENTER POINT LARGE PRI								
	LARGE PRINT BOOKS	47.94	BOOKS	101.142.340		Schmidt		916 00025
	LARGE PRINT BOOKS	47.94	BOOKS	101.142.340		Schmidt		916 00105
		95.88	*VENDOR TOTAL					
CHICK-FIL-A #04566								
	TRAVEL EXPENSE	39.74	TRAVEL EXPENSE	101.111.263		Osborne		916 00466

Credit Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
CHRISTENSEN RADIATOR A	SHOP SUPPLIES	477.70	REP. & MAINT. - BUILDING	201.201.223		Eskens		916 00098
COFFEE CUP #8	FUEL FOR LET GRADUATION	72.99	TRAVEL EXPENSE	101.111.263		Rothenberger		916 00079
CORNWELL D-P TOOLS INC	BOLT CUTTER, CHISEL	89.56	SMALL TOOLS & HARDWARE	801.801.247		Nowak		916 00218
	POLISHER	295.99	SMALL TOOLS & HARDWARE	801.801.247		Potts		916 00015
		385.55	*VENDOR TOTAL					
CRESCENT ELECTRIC 029	LIGHTS IN PARK	125.86	REP. & MAINT. - BUILDING	201.201.223		Frick		916 00305
	UNIT HEATER MOUNTING KIT	229.34	REP. & MAINT. - PLANT	611.611.221		Hanson		916 00315
	SHOP SUPPLIES	22.37	REP. & MAINT. - BUILDING	201.201.223		Kirchner		916 00110
	LIGHTS	50.77	BUILDING REPAIR & MAINT.	637.637.223		Ryken		916 00118
		428.34	*VENDOR TOTAL					
D J WALL ST JOURNAL	NEWSPAPER SUBSCRIPTION	634.88	SUBSCRIPTIONS & PUBLICAT	101.142.235		Schmidt		916 00340
DAIRY QUEEN#16261	TRAVEL EXPENSE	26.33	TRAVEL EXPENSE	101.111.263		Rothenberger		916 00080
DEMCO INC	OFFICE SUPPLIES	192.73	OFFICE SUPPLIES	101.142.232		Schmidt		916 00336
	POSTAGE	21.20	POSTAGE	101.142.231		Schmidt		916 00337
	OFFICE SUPPLIES	99.99	OFFICE SUPPLIES	101.142.232		Schmidt		916 00350
	POSTAGE	18.03	POSTAGE	101.142.231		Schmidt		916 00351
	PROGRAM SUPPLIES	63.94	PROGRAM SUPPLIES	101.142.242		Schmidt		916 00352
		395.89	*VENDOR TOTAL					
DEPARTMENT OF AGRICULT	PERMIT FEE - MARNE CREEK	256.25	FEMA 2019	204.204.323		Bailey		916 00235
	PERMIT FEES	256.25	PROFESSIONAL SERVICES	516.588.202		Bailey		916 00241
		512.50	*VENDOR TOTAL					
DOLLAR TREE	PROGRAM SUPPLIES	65.00	PROGRAM SUPPLIES	101.142.242		Schmidt		916 00121
DOMINOS 1821	PROGRAMMING-TEEN EVENT	74.15	PROGRAM SUPPLIES	101.142.242		Dobrovolny		916 00078
DUNHAMS 122	GUN CLEANING SUPPLIES	38.94	REP. & MAINT. - EQUIPMEN	101.111.221		Rothenberger		916 00027
	PICKLEBALL SUPPLIES	38.32	RECREATION SUPPLIES	203.203.242		Youmans		916 00135
		77.26	*VENDOR TOTAL					
ECHO ELECTRIC SUPPLY -	LIGHTS FOR PARK	45.50	REP. & MAINT. - BUILDING	201.201.223		Frick		916 00277

Credit Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
ECHO ELECTRIC SUPPLY -	BULB, BALLAST	225.96	REP. & MAINT. - EQUIPMEN	201.201.221		Jensen		916 00334
	EQUIPMENT REPAIRS	37.32	REP. & MAINT. - EQUIPMEN	201.201.221		Jensen		916 00476
	BALLAST, LED PANEL	121.46	REP. & MAINT. - BUILDING	101.142.223		Mastalir		916 00482
	BATTERY EXIT LIGHTS	212.08	REP. & MAINT. - BUILDING	801.801.223		Potts		916 00453
	FUSES	83.64	REP. & MAINT. - EQUIPMEN	101.126.221		Ryken		916 00075
		725.96	*VENDOR TOTAL					
EHRESMANN ENGINEERING	REBAR	46.92	REP. & MAINT. - BUILDING	201.201.223		Kirchner		916 00115
ESRI	ARCGIS ONLINE CREDIT	200.00	SUBSCRIPTIONS & PUBLICAT	101.105.235		Yonke		916 00225
	ARCGIS SOFTWARE RENEWAL	4,000.00	SUBSCRIPTIONS & PUBLICAT	101.105.235		Yonke		916 00290
		4,200.00	*VENDOR TOTAL					
FACEBK YD6ZLHTFR2	FACEBOOK ADS	73.62	PROMOTIONAL	203.203.210		Larson		916 00386
FACEBK ZY4C2JTFR2	SAC PROGRAM ADS	75.00	PROMOTIONAL	203.203.210		Larson		916 00119
FASTENAL COMPANY 01SDY	SEWER CAMERA BOLTS	10.19	REP. & MAINT. - COLLECTI	611.611.226		Robinson		916 00155
FEDEX 95354382	SHIPPING	15.68	REP. & MAINT. - EQUIPMEN	101.111.221		Foote		916 00189
FEJFAR PLUMBING & HEAT	IRRIGATION SUPPLIES	22.80	AGRICULTURAL SUPPLIES	201.201.241		Frick		916 00233
GALLS	OFFICER TIES	88.39	UNIFORMS	101.111.244		Rothenberger		916 00229
GAN USATODAYCIRC	NEWSPAPER SUBSCRIPTION	407.51	SUBSCRIPTIONS & PUBLICAT	101.142.235		Schmidt		916 00288
GERSTNER OIL	OIL	114.70	REP. & MAINT. - EQUIPMEN	201.201.221		Jensen		916 00060
GOTOCOM GOTOMEETING	REMOTE MEETING SOFTWARE	192.00	SUBSCRIPTIONS & PUBLICAT	101.105.235		Johnson		916 00081
GRAINGER	BALL VALVES	946.66	REP. & MAINT. - PLANT	601.601.221		Chytka		916 00021
GRANICUS	WEBSITE	9,473.11	WEBSITE	211.231.567		Johnson		916 00056

Credit Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
H & L TRUCK REPAIR	DOT INSPECTION	578.92	GARAGE PARTS	801.801.249		Nowak		916 00441
HACH COMPANY	REAGENTS	297.51	CHEMICALS & GASES	601.601.240		Chytka		916 00130
	REAGENTS	698.28	CHEMICALS & GASES	601.601.240		Chytka		916 00165
	REAGENTS	780.91	CHEMICALS & GASES	601.601.240		Chytka		916 00205
	REAGENTS	197.07	CHEMICALS & GASES	601.601.240		Chytka		916 00313
	REAGENTS	298.90	CHEMICALS & GASES	601.601.240		Chytka		916 00442
		2,272.67	*VENDOR TOTAL					
HAD HARRY & DAVID	PROGRAM SUPPLIES	54.34	PROGRAM SUPPLIES	101.142.242		Schmidt		916 00406
	POSTAGE	16.99	POSTAGE	101.142.231		Schmidt		916 00407
		71.33	*VENDOR TOTAL					
HARD DRIVE CENTRAL	PRINTING	66.92	OFFICE SUPPLIES	101.111.232		Rothenberger		916 00359
HOBBY-LOBBY #0105	PROGRAM SUPPLIES	66.88	PROGRAM SUPPLIES	101.142.242		Dobrovolny		916 00186
HOMEDEPOT.COM	DRILLS	358.00	EQUIPMENT	801.801.350		Potts		916 00001
	GRINDERS	298.50	EQUIPMENT	801.801.350		Potts		916 00010
	BATTERIES	696.50	EQUIPMENT	801.801.350		Potts		916 00019
		1,353.00	*VENDOR TOTAL					
HY-VEE YANKTON 1899	RETIREMENT CAKE	74.54	EMPLOYEE COMMITTEE	101.107.141		Orr		916 00488
	OFFICER SWEAR IN COOKIES	14.99	PROFESSIONAL SERVICES	101.111.202		Rothenberger		916 00099
	DEBRIEF SUPPLIES	21.96	PROFESSIONAL SERVICES	101.111.202		Rothenberger		916 00246
	PROGRAM SUPPLIES	117.92	PROGRAM SUPPLIES	101.142.242		Schmidt		916 00198
	PROGRAM SUPPLIES	54.57	PROGRAM SUPPLIES	101.142.242		Schmidt		916 00222
		283.98	*VENDOR TOTAL					
IN POWERS PORT A POT	HARVEST HALLOWEEN	950.00	CONTRACTED SERVICES - OP	201.201.204		McHenry		916 00162
	DOG PARK RENTAL	35.00	CONTRACTED SERVICES - OP	201.201.204		McHenry		916 00167
	SERTOMA RENTAL	225.00	CONTRACTED SERVICES - OP	201.201.204		McHenry		916 00180
		1,210.00	*VENDOR TOTAL					
INTL CODE COUNCIL INC	CERTIFICATION	105.00	MEMBERSHIP DUES	101.106.261		Homstad		916 00409
J & M AIRCRAFT SUPPLY	TRANSFORMER	292.52	REP & MAINT - RUNWAY & A	101.127.225		Ryken		916 00449
JACKS UNIFORMS & EQUI	UNIFORM BELT	35.00	UNIFORMS	101.111.244		Rothenberger		916 00082
	UNIFORM SHIRT	82.45	UNIFORMS	101.111.244		Rothenberger		916 00191

Credit Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
JACKS UNIFORMS & EQUI								
	UNIFORM SHIRT	83.94	UNIFORMS	101.111.244		Rothenberger		916 00192
	UNIFORM PANTS	52.95	UNIFORMS	101.111.244		Rothenberger		916 00195
	OFFICER NAME TAGS	81.00	UNIFORMS	101.111.244		Rothenberger		916 00447
		335.34	*VENDOR TOTAL					
JCL SOLUTIONS-SIOUX FA								
	CLEANING SUPPLIES	126.08	JANITORIAL SUPPLIES	203.203.236		McHenry		916 00127
	CLEANING SUPPLIES	571.92	JANITORIAL SUPPLIES	203.203.236		McHenry		916 00221
		698.00	*VENDOR TOTAL					
JOHNSON CONTROLS SS								
	POOL REPAIRS	735.30	REP. & MAINT. - BUILDING	203.203.223		McHenry		916 00108
J2 METROFAX								
	FAX SERVICE	11.95	PROFESSIONAL SERVICES	601.601.202		Chytka		916 00358
KAISER REFRIGERATION I								
	EQUIPMENT MAINTENANCE	53.98	REP. & MAINT. - EQUIPMEN	621.621.221		Bornitz		916 00382
	EQUIPMENT REPAIRS	32.99	REP. & MAINT. - EQUIPMEN	201.201.221		Pavel		916 00228
	HEDGER MAINTENANCE	18.70	AGRICULTURAL SUPPLIES	201.201.241		Schieffer		916 00163
	HEDGER MAINTENANCE	117.47	AGRICULTURAL SUPPLIES	201.201.241		Schieffer		916 00354
	CHAINSAW REPAIR	350.96	REP. & MAINT. - EQUIPMEN	204.204.221		Walsh		916 00254
	EQUIPMENT REPAIRS	57.98	REP. & MAINT. - EQUIPMEN	204.204.221		Walsh		916 00342
		632.08	*VENDOR TOTAL					
KOLETZKY IMPLEMENT INC								
	FILTER	86.50	GARAGE PARTS	801.801.249		Nowak		916 00209
KOPETSKYS ACE HDWE								
	POOL REPAIRS	13.99	REP. & MAINT. - BUILDING	202.202.223		Eskens		916 00255
	SHOP SUPPLIES	74.58	REP. & MAINT. - BUILDING	201.201.223		Eskens		916 00325
	VELCRO FOR BADGES	12.99	UNIFORMS	101.111.244		Foote		916 00262
	LIGHT BULBS	5.99	REP. & MAINT. - BUILDING	201.201.223		Frick		916 00242
	PARK SUPPLIES	37.98	REP. & MAINT. - BUILDING	201.201.223		Groves		916 00403
	STRIPING PAINT	10.99	REP. & MAINT. - COLLECTI	611.611.226		Hallock		916 00045
	WESTSIDE PARK	61.53	REP. & MAINT. - BUILDING	201.201.223		Kirchner		916 00415
	TRIPP PARK LIGHTS	28.84	REP. & MAINT. - BUILDING	201.201.223		Kortan		916 00024
	SNOW SHOVELS	140.98	SMALL TOOLS & HARDWARE	101.114.247		Linke		916 00143
	HARDWARE	19.77	SMALL TOOLS & HARDWARE	203.203.247		McHenry		916 00009
	RETURNED SCREWS	3.11CR	REP. & MAINT. -VEHICLES	101.111.222		Rothenberger		916 00040
	LICENSE PLATE SCREWS	6.00	REP. & MAINT. -VEHICLES	101.111.222		Rothenberger		916 00057
	TIRE GAUGE	8.99	REP. & MAINT. -VEHICLES	101.111.222		Rothenberger		916 00385
	FUSE	8.99	REP. & MAINT. - EQUIPMEN	101.126.221		Ryken		916 00125
	CLEANING SUPPLIES	13.99	JANITORIAL SUPPLIES	201.201.236		Snyder		916 00237
	WEED SPRAYER	16.99	REP. & MAINT. - EQUIPMEN	204.204.221		Walsh		916 00454
	FASTNERS	10.69	SMALL TOOLS & HARDWARE	203.203.247		Youmans		916 00008
		470.18	*VENDOR TOTAL					

Credit Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
LAKESHORE LEARNING MAT	FLOOR SEATING	367.96	EQUIPMENT	701.701.350		Schmidt		916 00196
LANGUAGE LINE	INTERPRETATION SERVICES	287.23	PROFESSIONAL SERVICES	101.111.202		Foote		916 00181
LARRYS HEATING AND COO	FILTERS	298.20	REP. & MAINT. - EQUIPMEN	101.126.221		Ryken		916 00332
LEWIS AND CLARK FORD L	MOLDING	93.02	GARAGE PARTS	801.801.249		Kulhavy		916 00124
	KEY FOB	49.61	GARAGE PARTS	801.801.249		Kulhavy		916 00158
	SEAT COVERS AND ASSEMBLY	459.10	GARAGE PARTS	801.801.249		Kulhavy		916 00204
	SEAT BELT ASSEMBLY	15.64	GARAGE PARTS	801.801.249		Kulhavy		916 00434
	SEAT BELT	33.67	GARAGE PARTS	801.801.249		Kulhavy		916 00491
		651.04	*VENDOR TOTAL					
MEAD LUMBER YANKTON	GALVANIZED DRAIN PANEL	74.24	BUILDING REPAIR & MAINT.	637.637.223		Ulmer		916 00333
MENARDS YANKTON SD	CHRISTMAS DECOR	33.95	REP. & MAINT. - BUILDING	201.201.223		Bornitz		916 00018
	DEGREASER, SILICONE	11.77	REP. & MAINT. - PLANT	601.601.221		Bush		916 00300
	SHOP SUPPLIES	12.36	REP. & MAINT. - BUILDING	201.201.223		Eskens		916 00036
	SHOP SUPPLIES	38.50	REP. & MAINT. - BUILDING	201.201.223		Eskens		916 00190
	POOL SLIDES	202.43	REP. & MAINT. - BUILDING	202.202.223		Eskens		916 00324
	STRETCH WRAP	26.99	JANITORIAL SUPPLIES	101.123.236		Gobel		916 00303
	HARDWARE	5.98	SMALL TOOLS & HARDWARE	201.201.247		Groves		916 00026
	SUPPLIES	87.88	REP. & MAINT. - BUILDING	201.201.223		Groves		916 00077
	TOOLS	107.96	SMALL TOOLS & HARDWARE	611.611.247		Hanson		916 00206
	HEAT SYSTEM GLYCOL	134.99	REP. & MAINT. - BUILDING	611.611.223		Hanson		916 00207
	OFFICE SUPPLIES	32.83	OFFICE SUPPLIES	611.611.232		Hanson		916 00208
	PLUMBING SUPPLIES	3.98	REP. & MAINT. - BUILDING	611.611.223		Hanson		916 00452
	DRILL BITS, BLADE	95.99	REP. & MAINT. - EQUIPMEN	101.106.221		Homstad		916 00311
	WIRE	40.72	REP. & MAINT. - BUILDING	101.125.223		Homstad		916 00341
	SWITCH, CAULK	131.36	REP. & MAINT. - BUILDING	101.125.223		Homstad		916 00450
	RIVERSIDE FILTERS	14.76	REP. & MAINT. - BUILDING	201.201.223		Jensen		916 00011
	FURANCE FILTERS	27.96	REP. & MAINT. - BUILDING	201.201.223		Jensen		916 00035
	WESTSIDE PARK SUPPLIES	54.86	REP. & MAINT. - BUILDING	201.201.223		Kirchner		916 00289
	CORDS	19.79	REP. & MAINT. - BUILDING	101.125.223		Mastalir		916 00002
	CLEANER, LED LIGHTS	65.94	REP. & MAINT. - BUILDING	101.125.223		Mastalir		916 00032
	WINDOW KIT	44.94	REP. & MAINT. - BUILDING	101.125.223		Mastalir		916 00111
	TANK LEVER	5.99	REP. & MAINT. - BUILDING	101.142.223		Mastalir		916 00112
	LIGHT BULBS	17.92	REP. & MAINT. - BUILDING	101.114.223		Mastalir		916 00306
	WINDOW KITS	54.45	REP. & MAINT. - BUILDING	101.125.223		Mastalir		916 00378
	TRACK, SHELVING	162.54	REP. & MAINT. - BUILDING	101.142.223		Mastalir		916 00473
	ELECTRICAL COVER PLATES	9.67	REP. & MAINT. - BUILDING	101.125.223		Morrow		916 00065
	ELECTRICAL COVER PLATES	4.36	REP. & MAINT. - BUILDING	101.125.223		Morrow		916 00092
	POOL DRAINS	8.76	REP. & MAINT. - BUILDING	201.201.223		Pavel		916 00486

Credit Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
MENARDS YANKTON SD								
	TOWELS,CASTERS	85.59	GARAGE PARTS	801.801.249		Potts		916 00086
	OFFICE MAT,COVER PLATE	15.19	REP. & MAINT. - BUILDING	801.801.223		Potts		916 00357
	CABLE	97.84	REP. & MAINT. - BUILDING	801.801.223		Potts		916 00436
	SOAP, LYSOL	47.83	OFFICE SUPPLIES	637.637.232		Potts		916 00478
	ANCHORS	19.96	REP. & MAINT. - BUILDING	101.127.223		Roinstad		916 00004
	TASER CLASS SUPPLIES	312.28	LEARNING	101.111.264		Rothenberger		916 00304
	SQUEEGEE	6.89	JANITORIAL SUPPLIES	601.601.236		Rothermel		916 00076
	SEALER	10.44	REP. & MAINT. - PLANT	601.601.221		Rothermel		916 00139
	SEALER	10.44	REP. & MAINT. - PLANT	601.601.221		Rothermel		916 00142
	VOLTAGE TESTER	20.97	SMALL TOOLS & HARDWARE	101.126.247		Ryken		916 00117
	BATTERIES	16.84	OFFICE SUPPLIES	101.127.232		Ryken		916 00212
	HARDWARE	39.97	REP. & MAINT. - PLANT	601.601.221		Schantz		916 00483
	HARDWARE	5.98	SMALL TOOLS & HARDWARE	201.201.247		Snyder		916 00193
	HARDWARE	2.76	SMALL TOOLS & HARDWARE	201.201.247		Snyder		916 00329
	HARDWARE	0.99	SMALL TOOLS & HARDWARE	201.201.247		Snyder		916 00338
	CREDIT	79.98CR	REP. & MAINT. - BUILDING	203.203.223		Suing		916 00465
	BUILDING REPAIRS	175.93	REP. & MAINT. - BUILDING	203.203.223		Suing		916 00475
	POOL SUPPLIES	1.69	REP. & MAINT. - BUILDING	203.203.223		Suing		916 00484
	GARAGE DOOR PARTS	18.97	BUILDING REPAIR & MAINT.	637.637.223		Ulmer		916 00485
	POLE MARKER	22.00	REP. & MAINT. - TRAIL	204.204.223		Walsh		916 00097
	CLEANING SUPPLIES	37.48	JANITORIAL SUPPLIES	203.203.236		Wattier		916 00471
		2,329.69	*VENDOR TOTAL					
MIDWEST LABORATORIES I								
	MONTHLY NUTRIENT TESTING	209.84	PROFESSIONAL SERVICES	611.611.202		Hanson		916 00310
NAPA AUTO PARTS								
	POOL SLIDES	51.96	REP. & MAINT. - BUILDING	202.202.223		Eskens		916 00356
	CHERRY PICKER CASTERS	123.36	REP. & MAINT. - PLANT	611.611.221		Hanson		916 00432
	EQUIPMENT REPAIRS	18.99	REP. & MAINT. - EQUIPMEN	201.201.221		Jensen		916 00007
	EQUIPMENT REPAIRS	36.98	REP. & MAINT. - EQUIPMEN	201.201.221		Jensen		916 00114
	TORX SOCKETS	32.97	SMALL TOOLS & HARDWARE	601.601.247		Miles		916 00048
	BEARINGS	469.81	GARAGE PARTS	801.801.249		Nowak		916 00050
	BELT AND ASSEMBLY	111.99	GARAGE PARTS	801.801.249		Nowak		916 00052
	EXTENSION PIPE	9.29	GARAGE PARTS	801.801.249		Nowak		916 00095
	STARTER	207.87	GARAGE PARTS	801.801.249		Nowak		916 00107
	BATTERY CABLES	41.96	GARAGE PARTS	801.801.249		Nowak		916 00348
	BATTERY CLAMP	8.18	REP. & MAINT. - EQUIPMEN	101.127.221		Ryken		916 00487
		1,113.36	*VENDOR TOTAL					
NBS CALIBRATIONS								
	BALANCE CALIBRATION	225.00	PROFESSIONAL SERVICES	611.611.202		Hanson		916 00140
	BALANCE CALIBRATION	225.00	PROFESSIONAL SERVICES	611.611.202		Hanson		916 00188
		450.00	*VENDOR TOTAL					
NEWSLETTER PUBLICATION								
	EMPLOYMENT LAW REVIEW	159.00	SUBSCRIPTIONS & PUBLICAT	101.111.235		Foote		916 00490

Credit Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
NORTHTOWN AUTOMOTIVE	REPAIR	237.40	GARAGE PARTS	801.801.249		Potts		916 00106
NORTHWEST ELECTRIC COL	BLOWER DIAGNOSTICS	26.00	REP. & MAINT. - PLANT	611.611.221		Hanson		916 00017
OCONNOR COMPANY	HEATING ELEMENTS	668.50	REP. & MAINT. - PLANT	601.601.221		Hanson		916 00029
OLSONS PEST TECHNICIAN	PEST CONTROL	185.00	PROFESSIONAL SERVICES	202.202.202		McHenry		916 00054
	PEST CONTROL	93.00	PROFESSIONAL SERVICES	101.142.202		Schmidt		916 00197
		278.00	*VENDOR TOTAL					
OREILLY AUTO PARTS 32	SPRAY SHINE	19.99	GARAGE PARTS	801.801.249		Kulhavy		916 00013
	OIL FILTER	18.44	GARAGE PARTS	801.801.249		Kulhavy		916 00028
	OIL DRAIN PLUG	3.15	GARAGE PARTS	801.801.249		Kulhavy		916 00051
	ROTOR AND PADS	337.05	GARAGE PARTS	801.801.249		Kulhavy		916 00231
	RETURN - HOSES	5.35CR	GARAGE PARTS	801.801.249		Kulhavy		916 00240
	GASKET RETURN	4.38CR	GARAGE PARTS	801.801.249		Kulhavy		916 00247
	PARTS	77.00	GARAGE PARTS	801.801.249		Kulhavy		916 00256
	VAC TUBING	13.65	GARAGE PARTS	801.801.249		Kulhavy		916 00264
	WATER PUMP AND HOSES	118.53	GARAGE PARTS	801.801.249		Kulhavy		916 00266
	CORE RETURN	54.00CR	GARAGE PARTS	801.801.249		Kulhavy		916 00318
	WHEEL PARTS	32.00	GARAGE PARTS	801.801.249		Kulhavy		916 00346
	BRAKE PARTS	393.98	GARAGE PARTS	801.801.249		Kulhavy		916 00349
	CABIN FILTER	16.63	GARAGE PARTS	801.801.249		Kulhavy		916 00383
	BRAKE ROTORS,CERAMIC PAD	390.21	GARAGE PARTS	801.801.249		Kulhavy		916 00477
	DOOR CHECK	43.67	GARAGE PARTS	801.801.249		Nowak		916 00094
	BATTERY	272.90	GARAGE PARTS	801.801.249		Nowak		916 00381
	RADIATOR TUBING	8.72	GARAGE PARTS	801.801.249		Potts		916 00074
	BLOWER MOTOR	98.21	GARAGE PARTS	801.801.249		Potts		916 00096
	BLOWER MOTOR	110.74	GARAGE PARTS	801.801.249		Potts		916 00102
		1,891.14	*VENDOR TOTAL					
OVERDRIVE DIST	E-BOOKS	1,419.00	E-BOOKS	101.142.209		Schmidt		916 00067
	E-BOOKS	1,580.79	E-BOOKS	101.142.209		Schmidt		916 00278
		2,999.79	*VENDOR TOTAL					
PFS HEALTHWORKS	CDL TESTING	35.18	PROFESSIONAL SERVICES	631.631.202		Bailey		916 00368
	CDL TESTING	35.18	PROFESSIONAL SERVICES	601.601.202		Bailey		916 00369
	CDL TESTING	35.18	PROFESSIONAL SERVICES	101.123.202		Bailey		916 00370
	CDL TESTING	35.18	PROFESSIONAL SERVICES &	637.637.202		Bailey		916 00371
		140.72	*VENDOR TOTAL					
PITNEY BOWES	POSTAGE	207.00	POSTAGE	101.142.231		Schmidt		916 00437

Credit Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
PP SDMUNCILEAG	CHIEF ASSOCIATION DUES	240.90	MEMBERSHIP DUES	101.111.261		Foote		916 00213
PUSH PEDAL PULL-CORPOR	EQUIPMENT REPAIRS	250.00	REP. & MAINT. - EQUIPMEN	203.203.221		McHenry		916 00171
RAMKOTA HOTEL & CONFER	CONFERENCE - HOTEL	101.00	LEARNING	101.123.264		Gobel		916 00309
RATH COMMUNICATIONS	ELEVATOR CAR BATTERIES	75.25	REP. & MAINT. - BUILDING	101.125.223		Morrow		916 00187
RIVERSIDE HYDRAULICS I	1/2" UNION	18.74	GARAGE PARTS	801.801.249		Nowak		916 00038
	FITTINGS	20.92	GARAGE PARTS	801.801.249		Nowak		916 00053
	MOTOR AND FITTINGS	943.62	GARAGE PARTS	801.801.249		Nowak		916 00089
	FITTINGS	158.44	GARAGE PARTS	801.801.249		Nowak		916 00328
	HOSES AND HYDRAULIC ENDS	48.37	GARAGE PARTS	801.801.249		Ulmer		916 00455
		1,190.09	*VENDOR TOTAL					
ROAD KING TRAILERS	TRAILER REPAIRS	611.02	REP. & MAINT. - EQUIPMEN	201.201.221		Jensen		916 00169
SOUTH DAKOTA STATE HIS	PROFESSIONAL SERVICES	10.00	PROFESSIONAL SERVICES	101.142.202		Schmidt		916 00123
SP BUYREGISTERROLLS	OFFICE SUPPLIES	71.99	OFFICE SUPPLIES	101.142.232		Schmidt		916 00223
SPRINKLER WAREHOUSE	IRRIGATION SUPPLIES	43.12	AGRICULTURAL SUPPLIES	201.201.241		McHenry		916 00299
SQ BUHLS CLEANERS	UNIFORM ALTERATIONS	60.00	UNIFORMS	101.111.244		Rothenberger		916 00438
	UNIFORM ALTERATIONS	14.00	UNIFORMS	101.111.244		Rothenberger		916 00467
		74.00	*VENDOR TOTAL					
SQ HANSEN LOCKSMITHIN	LOCK CHANGE	199.00	SPECIAL ACCOUNT - DETECT	101.111.266		Rothenberger		916 00272
	LOCK REPLACEMENT	519.00	REP. & MAINT. - BUILDING	101.127.223		Ryken		916 00177
		718.00	*VENDOR TOTAL					
SQ MEAD CULTURAL EDUC	2 MUSEUM PASSES	100.00	RECREATION SUPPLIES	701.701.242		Schmidt		916 00330
	PROGRAM FEE	50.00	PROGRAM SUPPLIES	101.142.242		Schmidt		916 00331
		150.00	*VENDOR TOTAL					
STURDEVANTS-YANKTON #1	FIBERGLASS REPAIR BLOWER	78.47	REP. & MAINT. - PLANT	611.611.221		Ballard		916 00152

Credit Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
STURDEVANTS-YANKTON #1								
	EQUIPMENT REPAIRS	25.48	REP. & MAINT. - EQUIPMEN	201.201.221		Jensen		916 00058
	EQUIPMENT REPAIRS	10.99	REP. & MAINT. - EQUIPMEN	201.201.221		Jensen		916 00085
	EQUIPMENT REPAIRS	27.99	REP. & MAINT. - EQUIPMEN	201.201.221		Jensen		916 00113
	EQUIPMENT REPAIRS	11.07	REP. & MAINT. - EQUIPMEN	201.201.221		Jensen		916 00224
	EQUIPMENT REPAIRS	9.99	REP. & MAINT. - EQUIPMEN	201.201.221		Jensen		916 00248
	OIL FILTER	5.29	GARAGE PARTS	801.801.249		Kulhavy		916 00128
	FUEL FILTER	56.32	GARAGE PARTS	801.801.249		Nowak		916 00238
	CABIN FILTER	45.83	GARAGE PARTS	801.801.249		Nowak		916 00404
	BELTS	65.97	REP. & MAINT. - PLANT	601.601.221		Peterson		916 00109
	FILTERS	450.69	GARAGE PARTS	801.801.249		Potts		916 00046
	FILTERS	424.11	GARAGE PARTS	801.801.249		Potts		916 00176
	FILTERS	315.82	GARAGE PARTS	801.801.249		Potts		916 00268
	FILTERS	62.37	GARAGE PARTS	801.801.249		Potts		916 00362
	FILTERS	216.30	GARAGE PARTS	801.801.249		Potts		916 00410
	CABIN AIR FILTER	45.28	GARAGE PARTS	801.801.249		Potts		916 00479
		1,851.97	*VENDOR TOTAL					
SUPPLYHOUSE.COM								
	THERMOSTATS	416.74	REP. & MAINT. - PLANT	611.611.221		Hanson		916 00412
TESSMAN COMPANY SIOUX								
	PARK SUPPLIES	262.26	REP. & MAINT. - BUILDING	201.201.223		Kortan		916 00184
THE UPS STORE 6716								
	SELENIUM SHIPPING	205.22	PROFESSIONAL SERVICES	611.611.202		Hanson		916 00216
	MAIL EVIDENCE	102.40	POSTAGE	101.111.231		Osborne		916 00470
		307.62	*VENDOR TOTAL					
THE WEBSTAIRANT STORE								
	FILTER AND CLEANER	100.59	REP. & MAINT. - EQUIPMEN	101.111.221		Foote		916 00148
TITAN MACHINERY-YANKTO								
	BOLTS	3.55	GARAGE PARTS	801.801.249		Nowak		916 00194
	FILTERS	251.03	GARAGE PARTS	801.801.249		Nowak		916 00285
		254.58	*VENDOR TOTAL					
TMA YANKTON								
	TRAILER REPAIRS	19.72	REP. & MAINT. - EQUIPMEN	201.201.221		Jensen		916 00084
	SKID LOADER REPAIRS	152.17	REP. & MAINT. - EQUIPMEN	201.201.221		Jensen		916 00226
	FILTERS	250.00	REP. & MAINT. - EQUIPMEN	201.201.221		Jensen		916 00263
	TIRES	6,644.00	GARAGE PARTS	801.801.249		Kulhavy		916 00267
	TIRES	1,869.60	GARAGE PARTS	801.801.249		Kulhavy		916 00323
	ALIGNMENT	82.35	GARAGE PARTS	801.801.249		Kulhavy		916 00443
	TIRES	3,290.00	GARAGE PARTS	801.801.249		Kulhavy		916 00468
	TIRES	664.05	GARAGE PARTS	801.801.249		Nowak		916 00030
	LOADER TIRES	7,147.52	GARAGE PARTS	801.801.249		Potts		916 00492
		20,119.41	*VENDOR TOTAL					

Credit Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
TRACTOR-SUPPLY-CO #026								
	GLOVES	43.96	UNIFORMS & DRY GOODS	611.611.244		Hanson		916 00210
	TOOLS	280.95	SMALL TOOLS & HARDWARE	611.611.247		Hanson		916 00211
	K-9 DOG FOOD	65.99	K-9 UNIT MEDICAL CARE	101.111.246		Wilson		916 00049
		390.90	*VENDOR TOTAL					
TRK HOSTING								
	INTERNET ACCESS	7.95	INTERNET ACCESS	101.105.270		Johnson		916 00239
TRUCK TRAILER SALES &								
	CLAMPS	28.53	GARAGE PARTS	801.801.249		Nowak		916 00003
	CLAMPS	82.44	GARAGE PARTS	801.801.249		Nowak		916 00005
	GASKETS	1,821.50	GARAGE PARTS	801.801.249		Nowak		916 00031
	FILTER	125.75	GARAGE PARTS	801.801.249		Nowak		916 00116
	ABC AIR	17.25	GARAGE PARTS	801.801.249		Nowak		916 00161
	FILTER	44.21	GARAGE PARTS	801.801.249		Nowak		916 00469
		2,119.68	*VENDOR TOTAL					
USPS PO BOXES ONLINE								
	BOX FEE #176	212.00	POSTAGE	101.104.231		Yardley		916 00156
USPS PO 4698100078								
	MAIL EVIDENCE	34.10	POSTAGE	101.111.231		O'Farrell		916 00070
	MAIL EVIDENCE	65.15	POSTAGE	101.111.231		O'Farrell		916 00405
	MAIL EVIDENCE	16.80	POSTAGE	101.111.231		Osborne		916 00012
	MAIL EVIDENCE	18.20	POSTAGE	101.111.231		Osborne		916 00020
	RADIO RETURN	12.50	OFFICE SUPPLIES	101.105.232		Peters		916 00168
	RADIO RETURN	17.30	OFFICE SUPPLIES	101.105.232		Peters		916 00451
	POSTAGE	37.04	POSTAGE	101.142.231		Schmidt		916 00234
		201.09	*VENDOR TOTAL					
VIDDLER INC								
	VIDEO HOSTING	41.49	PROFESSIONAL SERVICES	101.101.202		Johnson		916 00201
VWR INTERNATIONAL INC								
	LAB SUPPLIES	183.68	REP. & MAINT. - PLANT	611.611.221		Hoilien		916 00270
VZWRLSS MY VZ VB P								
	INTERNET ACCESS	80.02	TELEPHONE	101.114.271		Johnson		916 00175
	INTERNET ACCESS	973.17	INTERNET ACCESS	101.105.270		Johnson		916 00178
	INTERNET ACCESS	57.16	INTERNET ACCESS	101.105.270		Johnson		916 00179
	INTERNET ACCESS	80.02	INTERNET ACCESS	101.105.270		Johnson		916 00182
		1,190.37	*VENDOR TOTAL					
WAL-MART #1483								
	OFFICE SUPPLIES	7.94	OFFICE SUPPLIES	637.637.232		Goeden		916 00335
	CHRISTMAS LIGHTS	25.93	REP. & MAINT. - BUILDING	201.201.223		Kortan		916 00006
	GUN CLEANING SUPPLIES	23.36	REP. & MAINT. - EQUIPMEN	101.111.221		Rothenberger		916 00023
	BATTERIES	35.96	OFFICE SUPPLIES	101.111.232		Rothenberger		916 00215

Credit Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
WAL-MART #1483								
	PROGRAM SUPPLIES	52.96	PROGRAM SUPPLIES	101.142.242		Schmidt		916 00034
	STORAGE CONTAINERS	97.57	RECREATION SUPPLIES	203.203.242		Wattier		916 00033
	OFFICE SUPPLIES	20.71	OFFICE SUPPLIES	203.203.232		Wattier		916 00302
	FITNESS FRIDAYS	17.93	RECREATION SUPPLIES	203.203.242		Wattier		916 00480
	PICKLEBALL SUPPLIES	22.88	RECREATION SUPPLIES	203.203.242		Youmans		916 00159
		305.24	*VENDOR TOTAL					
WALGREENS #9806								
	MEMORIAL WALL PHOTO	1.60	OFFICE SUPPLIES	101.111.232		Yankton Police		916 00126
WALMART.COM								
	RETIREMENT SUPPLIES	88.42	PROFESSIONAL SERVICES	101.107.202		Bailey		916 00379
WALMART.COM 8009666546								
	OFFICE SUPPLIES	71.58	OFFICE SUPPLIES	101.104.232		Yardley		916 00214
WM SUPERCENTER #1483								
	PRINTER INK	102.00	OFFICE SUPPLIES	101.123.232		Goeden		916 00364
	OFFICE SUPPLIES	68.48	OFFICE SUPPLIES	208.208.232		Hussein		916 00091
	CHRISTMAS FLOAT	16.88	RECREATION SUPPLIES - O	201.201.242		Kortan		916 00055
	OFFICE SUPPLIES	53.24	OFFICE SUPPLIES	201.201.232		Kortan		916 00069
	STRATEGIC PLANNING	41.74	CONFERENCE & MEETINGS	101.114.265		Linke		916 00269
	OFFICE SUPPLIES	9.54	OFFICE SUPPLIES	601.601.232		Rothermel		916 00312
	PROGRAM SUPPLIES	12.59	PROGRAM SUPPLIES	101.142.242		Schmidt		916 00307
	FITNESS FRIDAYS	17.51	RECREATION SUPPLIES	203.203.242		Wattier		916 00101
	OFFICE SUPPLIES	52.96	OFFICE SUPPLIES	203.203.232		Wattier		916 00320
	FITNESS FRIDAYS	23.61	RECREATION SUPPLIES	203.203.242		Wattier		916 00321
	OFFICE SUPPLIES	26.93	OFFICE SUPPLIES	101.111.232		Yankton Police		916 00153
		425.48	*VENDOR TOTAL					
YANKTON AOX								
	WELDING SUPPLIES	81.38	REP. & MAINT. - BUILDING	201.201.223		Frick		916 00435
	WELDING SUPPLIES	115.78	REP. & MAINT. - BUILDING	201.201.223		Frick		916 00474
	WELDMARK COVER	16.92	GARAGE PARTS	801.801.249		Nowak		916 00294
	STEEL SAWS	1,279.16	EQUIPMENT	801.801.350		Potts		916 00439
		1,493.24	*VENDOR TOTAL					
YANKTON MEDICAL CLINIC								
	PROFESSIONAL SERVICES	60.00	PROFESSIONAL SERVICES	101.106.202		Bailey		916 00456
	PROFESSIONAL SERVICES	60.00	PROFESSIONAL SERVICES	101.142.202		Bailey		916 00457
	PROFESSIONAL SERVICES	38.00	PROFESSIONAL SERVICES	208.208.202		Bailey		916 00458
	PROFESSIONAL SERVICES	38.00	PROFESSIONAL SERVICES	101.106.202		Bailey		916 00459
	PROFESSIONAL SERVICES	75.00	PROFESSIONAL SERVICES	601.601.202		Bailey		916 00460
	PROFESSIONAL SERVICES	80.00	PROFESSIONAL SERVICES	101.102.202		Bailey		916 00461
	PROFESSIONAL SERVICES	60.00	PROFESSIONAL SERVICES	101.105.202		Bailey		916 00462
	PROFESSIONAL SERVICES	38.00	PROFESSIONAL SERVICES	101.142.202		Bailey		916 00463
	PROFESSIONAL SERVICES	75.00	PROFESSIONAL SERVICES	601.601.202		Bailey		916 00464
		524.00	*VENDOR TOTAL					

Credit Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
YANKTON NURSERIES LLC	WESTSIDE PLAYGROUND	405.00	REP. & MAINT. - BUILDING	201.201.223		Pavel		916 00446
YANKTON WINNELSON CO	HFAC REPAIRS	134.95	REP. & MAINT. - BUILDING	202.202.223		Frick		916 00445
	WESTSIDE PARK SUPPLIES	126.03	REP. & MAINT. - BUILDING	201.201.223		Kirchner		916 00199
	WESTSIDE PARK REPAIRS	182.00	REP. & MAINT. - BUILDING	201.201.223		Kirchner		916 00481
		442.98	*VENDOR TOTAL					
YANKTONMEDIAINC	CLASSIFIED AD	190.80	PROFESSIONAL SERVICES	101.142.202		Bailey		916 00230
	NEWSPAPER	139.64	SUBSCRIPTIONS & PUBLICAT	203.203.235		McHenry		916 00072
		330.44	*VENDOR TOTAL					
YKT JANITORIAL & DT SC	JANITORIAL SUPPLIES	529.40	JANITORIAL SUPPLIES	101.141.236		Mastalir		916 00317
	GLOVES	117.90	JANITORIAL SUPPLIES	101.125.236		Mastalir		916 00322
	BUCKS SINGERS SHIRTS	167.84	RECREATION SUPPLIES	203.203.242		McHenry		916 00174
		815.14	*VENDOR TOTAL					
1 OFFICE SOLUTION	PRINTER PAPER	52.90	OFFICE SUPPLIES	101.111.232		Rothenberger		916 00200
	CHAIR MATS	376.98	REP. & MAINT. - EQUIPMEN	101.111.221		Rothenberger		916 00219
	BINDER DIVIDERS	5.76	OFFICE SUPPLIES	101.111.232		Rothenberger		916 00377
	OFFICE SUPPLIES	66.02	OFFICE SUPPLIES	101.142.232		Schmidt		916 00314
		501.66	*VENDOR TOTAL					

Credit Card Schedule of Bills

VENDOR NAME								
DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID LINE
REPORT TOTALS:	108,561.57							

RECORDS PRINTED - 000492

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
101	GENERAL FUND	42,630.04
201	PARKS AND RECREATION	6,694.91
202	HUETHER FAMILY AQUATICS CTR	1,052.68
203	SUMMIT ACTIVITY CENTER	3,392.66
204	MARNE CREEK	808.11
208	911/DISPATCH	106.48
211	LODGING SALES TAX	9,535.09
516	MEAD PROPERTY DEVELOPMENT	256.25
601	WATER OPERATION	5,093.92
611	WASTE WATER OPERATION	2,608.66
621	CEMETERY OPERATION	137.92
631	SOLID WASTE	74.18
637	JOINT POWER	552.32
701	LIBRARY TRUST	467.96
801	CENTRAL GARAGE	35,150.39
TOTAL ALL FUNDS		108,561.57

BANK RECAP:

BANK	NAME	DISBURSEMENTS
1DAK	FIRST DAKOTA NAT'L BANK CORP	108,561.57
TOTAL ALL BANKS		108,561.57

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

DATE APPROVED BY

.....

.....



OFFICE OF THE CITY MANAGER

www.cityofyankton.org

VOL. 57 NUMBER 23

Commission Information Memorandum

The Yankton City Commission meeting on Monday, December 12, 2022 will begin at 7:00 pm.

Non-Agenda Items of Interest

1) Community & Economic Department Update

The construction of housing units in the City of Yankton continues at an above average pace. The City has issued permits for 84 units thus far in 2022. That amount continues the positive trend of the past three years which is ahead of our 10-year average. Prior to 2020, we were averaging about 60 units per year and even had some years with less than 30 units. With 82 issued in 2020 and 115 issued in 2021, our 10-year average is up to 78 units. This year's 84 is a pleasant surprise as we had predicted the number to plateau a bit. We are also aware of plan sets being developed for 2023 construction that will help us keep the positive trend going into the future. As you are aware, Yankton's housing vacancy rates are still below what could be considered a healthy balance for the community. Every unit constructed helps that situation.

2) Police Department Update

We made it through our first snowfall with six motor vehicle collisions that day and no major injuries.

We had fun at the Holiday Festival of Lights. The Grinch came out to bake Gingerbread Cookies and the Gingerbread Monster was born. We appreciate the Grinch taking the time to be part of the festivities and help capture the Gingerbread Monster.

On December 5th, 2nd graders from Beadle School toured the Police Department and the Court System. This was an annual event that we put on pause during the pandemic so it is nice to see these young kids coming back to visit and learn about the judicial system.

Our annual "Kids, Cops, and Christmas" date has been set for December 17th. We will be helping over 30 kids celebrate Christmas. Officers from the Yankton County Sheriff's Office, South Dakota Highway Patrol, South Dakota Game Fish and Parks, and the Yankton Police Department will participate in this event.

3) Human Resources & Employee Engagement Department Update

We continue to accept applications for a permanent Part-Time Water Reclamation Plant Operator position (open until filled) as well as Part-Time Lifeguards and Water Safety Instructors for the Summit Activities Center. Yankton Housing has a position open for a Part-Time Housing Program Assistant. This was a full-time position, opened with the resignation from Sasha Renteria. Yankton Housing made the decision to offer this as a part-time role and potentially hire two part-time employees to fill. This position is open until filled.

The City of Yankton Employee Christmas Party was held December 2 at Meridian Venue in the Meridian District. A strong group of candidates were nominated for the 2022 City of Yankton Employee of the Year. Jen Keitel was selected for her efforts as a Police Officer with the YPD. Congratulations to Jen for this well-deserved honor!

The following individuals were recognized for their years of service:

15 YEARS

Todd Larson – Parks, Recreation & City Events
Adam Haberman – Public Works

20 YEARS

Richard Velleck – Public Works
Roger Dather – E911/Dispatch

25 YEARS

Mike Lee – Public Works
Larry Nickles – Fire Department

30 YEARS

Tammy Wadsworth – Finance
Jason Tramp – Environmental Services
Brian Frick – Parks, Recreation and City Events

35 YEARS

Alan Peterson – Environmental Services

4) Finance Department Update

Finance Office personnel are working on fiscal year-end activities such as W-2 tax forms, payroll auditing, ACA reporting, liability insurance renewal asset oversight, general ledger accounting allocations, outstanding check reconciliations, and multiple other end-of-year reports.

This is the fifth year that the City has utilized the Purple Wave Online Auction service to sell six titled vehicles and equipment items this fall. The online government auction closed shortly after 10:00 a.m. on Tuesday, November 29th. The results with the winning bid amounts are as follows:

- 2006 Chevrolet Colorado – \$2,200
- 2004 Chevrolet Tahoe – \$3,700
- 2010 SPECTEC walking floor trailer – \$9,600 (pending payment)
- 2006 Dreesen 20 foot trailer – \$2,350
- 2005 Catapillar backhoe 420D – \$38,000
- 2005 Bobcat 20”W skid steer cold planer - \$1,500
- 2007 Catapillar loader – \$46,000
- 1998 Case 721B loader with bucket - \$91,000 (pending payment)
- 1999 Bobcat B950 concrete breaker - \$2,250
- 1993 Dreesen 20 foot trailer – \$2,600
- 1984 FRUE trailer – \$1,300
- 2021 Lennox Elite HVAC system - \$550
- Alemite UMK-76113 air compressor - \$110

Frontier aerator/seeder -\$4,100
 Bohlmann ADA water fountains (2) - \$575
 Wood park benches (24) - \$1,250
 Boss RT3 snow plow - \$1,300
 The Scout pool handicap lift - \$15
 Toro 687 aerator - \$700
 Edge 84"W skid steer snow plow - \$1,000 (pending payment)
 Coca Cola chest cooler - \$275 (pending payment)
 Pool lane dividers - \$30
 Harmsco pool cleaner / Gemini robotic pool cleaner - \$200
 Crest ultra sonic gun cleaner / Sirchie fingerprint comparator - \$160
 Setina metal partition for 2012-2017 Interceptor Utility - \$10
 Chevrolet Tahoe automotive accessories - \$10
 Road safety lights - \$375
 Leica TRC407 total station / microSurvey archer - \$1,000
 Dymax 100"W bucket - \$6,000
 Elgin sweeper brooms (5) - \$1,700
 Electric pump motors (6) - \$1,250 (pending payment)
 Propane outdoor patio heater (4) - \$210
 Mosquito sprayer - \$100

Purple Wave will send the City a check for \$221,420 within 15 business days from the close of the auction. Top bidders pay a 10% premium to Purple Wave so there is no direct cost to the City. We are pleased with the results along with the professionalism and ease in working with Purple Wave. We recommend utilizing their services again in the future.

Effective January 1st, our airport liability policy will be covered by SDPAA. The coverage level will be the same as our current general liability insurance with a \$0 deductible and limit of \$5,000,000 per occurrence with basic exceptions. In the past, this policy has been managed by Smith Insurance. Combining with SDPAA will save roughly \$10,000.

Please see the enclosed Monthly Finance Report for November.

5) Parks and Recreation Department Update

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

6) Public Works Department Update

Street Department crews have been preparing for winter maintenance operations as well as trimming trees in alleys.

Christmas Day Holiday Garbage & Recycling Collection Schedule: There will be no solid waste collection on Monday, December 26th, due to the Christmas Holiday. All Monday and Tuesday routes will be collected on Tuesday, December 27th. All other routes will be collected as scheduled. The Transfer Station will be closed on Saturday, December 24th and Monday, December 26th.

The City of Yankton reminds residents that wrapping paper, holiday cards, Styrofoam, and packing peanuts cannot be placed in the recycle cart for pickup. Wrapping paper and cards most often have glitter or other decorative objects that are not recyclable. If any of these items are with your

recycling, they will not be picked up. The above items need to be placed in your regular garbage. The City of Yankton thanks the residents for their cooperation.

New Year's Day Holiday Garbage & Recycling Collection Schedule: There will be no solid waste collection on Monday, January 2nd, 2023, due to the New Year's Holiday. All Monday and Tuesday routes will be collected on Tuesday, January 3rd, 2023. All other routes will be collected as scheduled. The Transfer Station will be closed on Monday, January 2nd, 2023.

The City of Yankton will have a one-time pickup of Christmas trees on Monday, January 9th, 2023. The City is asking Yankton residents to place Christmas trees by the **front curb no later than 7:00 A.M.** on Monday, January 9th, 2023, as there will be **no** Christmas tree pick up in alleys. In addition, there will be a Christmas tree drop-off point for Yankton residents at the after-hours yard waste location at the east gate of the Transfer Station. Christmas trees can also be taken to the Yankton Transfer Station during regular business hours of Monday through Friday from **8:00A.M. to 3:45 P.M.** and on Saturday from **8:00 A.M. to 11:45 A.M.**

The City of Yankton solid waste and single stream recycling customers are reminded to refer to the 2023 Recycling Calendar that was sent out with the November utility bill. The weekly rotation will change in 2023. The calendar is also available online at www.cityofyankton.org.

2022 Projects: There are two development projects, Ridgeway North and Dakota West, which will be on a future agenda for acceptance consideration. Staff will be working with the developers to get everything finalized.

2023 City Projects: Staff is continuing to work on designing next year's projects. 15th Street plans from Bill Baggs Road to Alcoa Drive are ready for review. There is a good chance that this project will be advertised before the end of the year.

7) **Environmental Services Department Update**

Staff is preparing to host the annual Water Seminar at the Kelly Inn. The Water Seminar is a joint effort with the South Dakota section of the American Water Works Association and the South Dakota Water and Wastewater Association. City staff will make a presentation on the water plant and collector well at the seminar. Staff will also be conducting tours of the Water Plant. The normal attendance at this seminar is 75-100 attendees. The event is tentatively scheduled for February 22nd and 23rd. The seminar topics include regulatory updates, lead and copper rule updates, supply chain issues, chemical procurement, Lewis and Clark Reservoir Sedimentation, Disinfection Byproducts, Sampling Procedures, SCADA 101, and Chlorination.

Shannon VerHey, City of Sioux Falls Project Engineer, toured the City of Yankton Wastewater Plant, and spent the afternoon with Kyle and Tanner discussing "lessons learned" regarding CMAR projects. The City of Sioux Falls has completed several CMAR projects. Sioux Falls is also in the process of upgrading the Wastewater Plant and are using the CMAR delivery method. Our project is very similar to the Sioux Falls project. Issues like equipment procurement, maintenance of operations, process control, and scheduling are the same. Much of the equipment is the same, only on a smaller scale. It was definitely a learning experience and time well spent. Thank you to Shannon and the City of Sioux Falls for offering to come and sit down with us.

8) **Information Services Department Update**

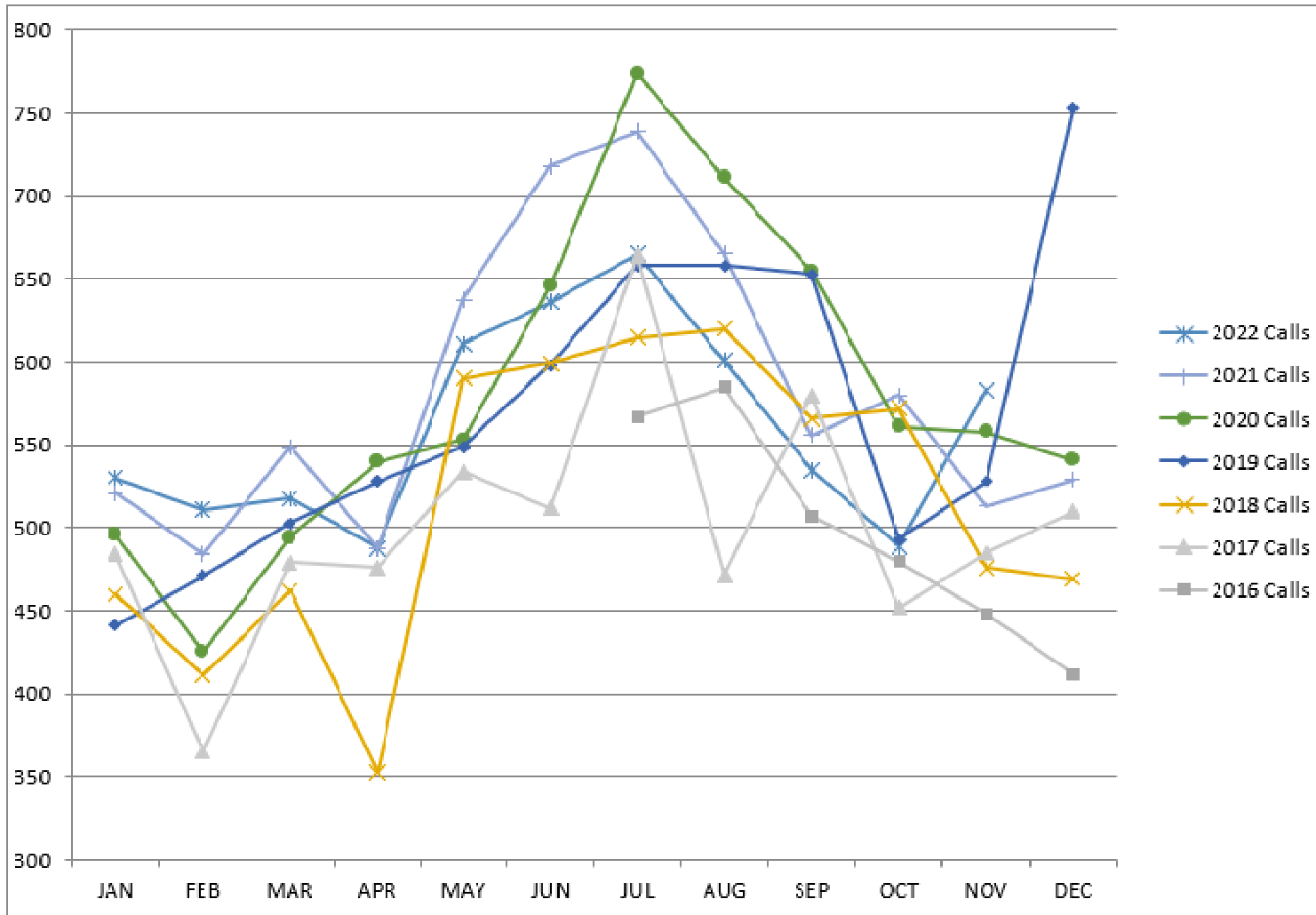
The City has been experiencing many issues in receiving inbound calls and a few cases of not being able to complete outbound long-distance calls. In at least one instance, the call issues impacted an emergency response. Many of the issues appear to be caused by "least" cost routing of calls.

Carriers use third party companies to route the call to the recipient, utilizing the company and path that is the most cost effective. Typically, we have not had difficulty in receiving cellular calls because AT&T and Verizon handle most of the call routing in-house.

We have been working with our carrier Blue Peak extensively to try to resolve the problems without much progress. Staff has been able to work directly with various other communities, businesses, and carriers to resolve several of the inbound call completion issues. We have resolved inbound call issues with SDN, MIDCO and Lumen. Currently those carrier issues appear to be resolved and test calls ring thru normally. We continue to have sporadic issues with other inbound calls, mainly out of state companies.

If you call the City of Yankton and receive “dead air”, ring with no answer and no voicemail, or are connected to a different third party, it may be a call routing / handling issue. Please let us know. Staff continues to work with the carriers to resolve the issues.

The graph below shows a historic call comparison. 911 call volumes for the month of November were up 13.6% and annually are down 4.4%.



9) Fire Department Update

Yankton volunteer firefighters and Auxiliary members prepared a float for the Holiday Festival of Lights parade. Santa and Mrs. Claus were escorted to the parade with the flashing lights of our own Engine 2.

Work continues with First Due on importing data and training on the new First Due reporting software.

10) Monthly reports

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

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

Sincerely,

Amy Leon
City Manager

FINANCE MONTHLY REPORT

ACTIVITY	NOVEMBER 2022	NOVEMBER 2021	NOVEMBER 2022 YTD	NOVEMBER 2021 YTD
UTILITY BILLING:				
Water				
Water Sold (in gallons per 1,000)	58,740 M	52,943 M	727,452 M	712,944 M
Water Billed	\$609,891.43	\$568,842.32	\$7,187,742.97	\$7,097,504.06
Basic Water Fee/Rate per 100 Gallons	\$27.51/\$6.30	\$27.51/6.30		
Number of Accounts Billed	5,667	5,617	61,388	60,877
Number of Bills Mailed	5,667	5,617	61,388	60,877
Total Meters Read	5,954	5,898	65,200	64,521
Meter Changes/pulled	6	7	57	69
Total Days Meter Reading	1	1	11	11
Misreads found prior to billing	0	0	0	0
Customers requesting Reread	0	0	1	1
Sewer				
Sewer Billed	\$405,431.67	\$354,201.08	\$4,131,933.39	\$3,987,700.60
Basic Sewer Fee/Rate per 100 Gallons	\$17.53/\$6.80	\$11.22/\$6.80		
Solid Waste				
Solid Waste Billed	110,171.34	109,218.22	\$1,204,581.08	\$1,194,175.76
Basic Solid Waste Fee	\$23.61	\$23.61		
Tax Billed	\$7,125.05	\$7,058.71	\$77,889.89	\$77,177.60
Misc. Billed	\$480.00	\$660.00	\$12,600.00	\$15,647.98
Total Utility Billing:	\$1,133,099.49	\$1,039,980.33	\$12,614,747.33	\$12,372,206.00
Adjustment Total:	(\$110.00)	(\$445.20)	(\$3,771.91)	(\$2,325.32)
Misread Adjustments	\$0.00	(\$315.00)	\$0.00	(\$739.60)
Other Adjustments	\$0.00	(\$0.20)	(\$2,381.91)	(\$750.72)
Penalty Adjustments OFF	(\$150.00)	(\$190.00)	(\$1,650.00)	(\$1,065.00)
Penalty Adjustments ON	\$40.00	\$60.00	\$260.00	\$230.00
New Accounts/Connects	49	47	826	889
Accounts Finaled/Disconnect	132	164	725	829
New Accounts Set up	4	7	47	64
Delinquent Notices	354	384	4,308	4,037
Doorknockers	169	134	1,562	1,409
Delinquent Call List	111	88	782	740
Notice of Termination Letters	3	9	105	155
Shut-off for Non-payment	3	9	57	81
Delinquent Notice Penalties	\$3,540.00	\$3,840.00	\$43,080.00	\$40,370.00
Doorknocker Penalties	\$1,690.00	\$1,340.00	\$15,620.00	\$14,090.00
Other Office Functions:				
Interest Income	\$176,259.71	\$16,642.65	\$879,010.99	\$181,164.67
Interest Rate-Checking Acco	4.13%	0.40%		
Interest Rate-CDs	N/A	N/A		
# of Monthly Vendor Checks	114	83		
Payments Issued to Vendors	\$4,802,792.62	\$1,565,979.47	\$34,570,010.78	\$22,156,238.51
# of Employees on Payroll	188	172		
Monthly Payroll	\$500,691.10	\$694,403.61	\$5,720,282.25	\$4,703,409.33

PARKS AND RECREATION DEPARTMENT

SUMMIT ACTIVITIES CENTER and RECREATION PROGRAMS

- SAC check-ins for Nov. 16 – 30– 3,128 visits (2,047 SAC & 1,081 GL)
(SAC only= 2021- 1,394; 2020- 786; 2019- 2,584 visits; 2018- 2,595 visits)

- **Summit Activities Center Membership Information:**

- Active & Fit/Renew Active/Silver Sneakers – 78
- Adult Annual – 6
- Adult EFT – 36
- Adult Monthly - 94
- City of Yankton Single – 41
- Firefighter Single - 20
- 10 Use Punch card – 53
- Individual Annual – 252 (memberships bought prior to Nov. 1)
- Individual Corporate – 16 (memberships bought prior to Nov. 1)
- Individual EFT – 0 (category switched to adult monthly)
- Individual Monthly – 72 (memberships bought prior to Nov. 1)
- Youth Annual – 5
- Youth EFT – 15
- Youth Monthly - 82
- Total # of Active Members – 770**

- **Total Cash Revenue Nov. 15-30, 2022-** \$16,815.86 (\$15,229.13 in 2021).

- **Great Life Reimbursement Payment:**

- **October 2022:** \$2,542.50 (\$1,252.50 – October 2021)

- Aquat Zumba- 44 participants
- Power Abs- 43 participants
- Prime Time Senior Class- 68 participants
- Strong Nation- 7 participants
- Tabata- 49 participants
- Trim & Tone- 16 participants
- Turbo Kick- 8 participants
- Water Aerobics- 68 participants
- Work Out Express- 6 participants
- Zumba- 46 participants
- Zumba Gold- 45 participants
- Birthday party rentals at the SAC- 13 rentals.
- Auxiliary Gym/Main Gym rentals- 17 rentals.
- Theater Rentals- 0 hours.
- Meeting Room Rentals- 0 hours.
- City Hall Rentals- 10 hours.

- Thursday, November 17- Fall Swim Lessons concluded. 88 participants.
- Wednesday, November 23- No School Special. 39 paid participants.
- Friday, November 25- No School Special. 79 paid participants.
- Pickle ball courts are available at the SAC for morning play. They became available on Wednesday, November 16.
- The Federal Prison Camp had a flooding issue with their gymnasium/weight room. The City is working with them to allow access to the SAC through Dec. 24 as they repair their facility. The federal employees will be allowed to use our facility at no charge. The hope is to have some of these users be converted into memberships once they experience all the SAC has to offer.
- For the holiday season 2023 pass sales marketing of The Huether Family Aquatics Center- planning on direct mailings through the post office in the small communities around Yankton, Facebook ads, Press & Dakotan ads. Passes are on sale for the 2022 rate until December 31.
- The City had a very successful Holiday Parade of Lights on Thursday, December 1. 63 floats participated in the parade.
- Luke has begun evaluating musical acts for the 2023 season of Music at the Meridian.
- Todd will coordinate the Dive In Yankton pledge invoices for 2023 and also send the tax receipts letter for the 2022 donations over \$250. 2023 will be the last year for most pledges as they were five year commitments and began in 2019.

Capital Building Rentals

- Days Rented – 0 Dates

Park Shelter Rentals

- Riverside- 0 Rentals
- Memorial – 0 Rentals
- Westside – 0 Rentals
- Meridian Bridge – 0 Rentals

PARKS

The Eagle Scout Project group has been working to complete the assembly of the new pyramid at the skate park. Chris Bornitz has taken “the spine” ramp back to the Cemetery shop building and will rebuild it during the winter months. There are also two new rails to bolt down once their locations have been finalized as the ramps are placed by the Eagle Scout group.

The City worked with the Yankton Optimist Club to have a Santa House for children's activities located at the Capitol Building in Riverside Park this December on a few weekends. The Santa House took place on December 2&3 and 10&11. The Optimist Club has provided more holiday decorations which were installed around the grounds of the Capitol Building.

The play equipment on order for Westside Park has started to arrive and is being stored at the Parks Shop yard until the spring when the playground company will come and install the equipment. The Land, Water, Conversation Fund Grant of \$90,000 is being utilized for this project along with City of Yankton matching funds. The project completion date, due to the grant funding, is June 30, 2023.

The City is going to have new electric wires bored in and placed in conduit to power the lights that are on wood poles throughout the middle of Westside Park. Ground squirrels are the likely culprits in damaging the original wires that were underground. NW Energy is ordering new lights for these poles and will install them.

The parks staff have been removing snow and ice from city properties, sidewalks, and parking lots.

The parks staff have been flooding the Sertoma Park ice rink and the Tripp Park ice skating area so there may be ice over Christmas break at the end of December and beginning of January should temperatures allow.

City of Yankton Building Report

Permits Issued in the month of November, 2022

Issue Date	Permit #	Owner Name & Address	Use	Valuation	Contractor Name & Address	Fees
11/02/2022	BLDG-22-0310	LUNDGREN, GEORGE L 801 WEST 12 ST	Roofing	\$5,600.00	H & H Roofing 1600 Whiting Drive YANKTON, SD 57078	\$20.00
11/02/2022	BLDG-22-0311	Bostwick, Tricia 622 WEST 6 ST	Windows	\$8,400.00	Your Home Improvement 23823 67TH AVENUE SAINT CLOUD, MN 56301	\$20.00
11/03/2022	BLDG-22-0312	BENEDICTINE CONVENT SACR HEA 1005 WEST 8 ST	Commercial - Alteration/Repair- Roofing	\$135,000.00	H & H Roofing 1600 Whiting Drive YANKTON, SD 57078	\$389.50
11/04/2022	BLDG-22-0313	BINDER, MICHAEL C 809 WEST 3 ST	Demolition	\$0.00	Zoeller Construction 108 Case St YANKTON, SD 57078	\$20.00
11/04/2022	BLDG-22-0314	Barney Edwards LLC 514 EAST 13 ST	Windows	\$1,500.00	Barney Edwards LLC 514 EAST 13 ST YANKTON, SD 57078	\$20.00
11/07/2022	BLDG-22-0315	L & L PROPERTIES 906 WEST 19 ST	Commercial - Alteration/Repair	\$10,000.00	Radack Construction 802 West 8th Street Yankton, SD 57078	\$64.50
11/07/2022	BLDG-22-0316	DAYHUFF DEVELOPMENT INC 2205 VALLEY RD	Roofing	\$30,161.68	H & H Roofing 1600 Whiting Drive YANKTON, SD 57078	\$20.00
11/07/2022	BLDG-22-0317	WING, J KEITH 510 RIVERSIDE DR	Roofing	\$52,000.00	H & H Roofing 1600 Whiting Drive YANKTON, SD 57078	\$20.00
11/07/2022	BLDG-22-0318	DROTZMANN, STEVE 1409 Millie Ln	Single Family Home - New	\$177,265.00	C. DROTZMANN CONSTRUCTION 1704 west 31st Street YANKTON, SD 57078	\$454.00
11/08/2022	BLDG-22-0319	Branscum, David 2822 MARY ST	Single Family Home Addition-deck	\$14,000.00	K Construction PO BOX 519 YANKTON, SD 57078	\$80.50
11/10/2022	BLDG-22-0320	Barney Edwards LLC 3000 Piper St.	Commercial - New	\$1,100,000.00	James Steel 3608 E. SD HWY 50 Yankton, SD 57078	\$1,837.00
11/16/2022	BLDG-22-0321	DURHAM, KIM R 1605 PINE ST	Window/door replacement	\$15,859.00	1-800-Hansons 977 E. 14 Mile Rd TROY, MI 48083	\$20.00
11/16/2022	BLDG-22-0322	FIRST DAKOTA TTLE LTD PRTNRS 314 WALNUT ST	Commercial - Alteration/Repair	\$9,000.00	A+ Improvement P.O. Box 111 Yankton, SD 57078	\$60.50

11/17/2022	BLDG-22-0323	HANSEN, CASSANDRA M 2512 WYNN WAY	Single Family Home - Alteration/Repair	\$47,491.20	Lake Area Construction 29862 432nd LESTERVILLE, SD 57040	\$205.00
11/18/2022	BLDG-22-0324	EVANS, LUKE ROBERT 1205 Jace Cir	Single Family Home - New	\$274,314.80	EVANS, LUKE ROBERT 600 EAST 18 ST YANKTON, SD 57078	\$599.50
11/21/2022	BLDG-22-0325	LOGUE, DILLON G 1906 JOHN ST	Roofing	\$7,500.00	QUALITY HOME IMPROVEMENTS LLC. 2200 DOUGLAS #57 YANKTON, SD 57078	\$20.00
11/23/2022	BLDG-22-0326	TUCKER, DONALD 410 LOCUST ST	Single Family Home - Alteration/Repair	\$50,000.00	TUCKER, DONALD 608 JAMES PLACE YANKTON, SD 57078	\$212.00
11/23/2022	BLDG-22-0327	Rice, Michael Anthony 508 WALNUT ST	Multi Family Home - Alteration/Repair	\$3,500.00	Rice, Michael Anthony 411 Walnut YANKTON, SD 57078	\$40.50
11/28/2022	BLDG-22-0328	KIRBY HOFER CONST CO INC 2922 Wedgewood Dr.	Single Family Home - New	\$306,956.00	KIRBY HOFER CONST CO INC 30992 430 AVE TABOR, SD 57063	\$647.50
11/30/2022	BLDG-22-0329	UNITED LOFTS, LLC 335 WALNUT ST	Commercial - Alteration/Repair	\$70,000.00	UNITED LOFTS, LLC PO BOX 469 YANKTON, SD 57078	\$262.00
11/30/2022	BLDG-22-0330	Elite Storage and Rentals 1600 WHITING DR	Extra Territorial Jurisdiction	\$400,000.00	H & H Roofing 1600 Whiting Drive YANKTON, SD 57078	\$75.00

(November 2022) Total Valuation: \$2,718,547.68

Total Fees: \$5,087.50

(November 2021) Total Valuation: \$9,166,083.40

(2022) to Date Valuation: \$37,007,904.75

(2021) to Date Valuation: \$43,861,453.05

Salaries by Department: November 2022

ADMINISTRATION	\$54,321.37
FINANCE	\$35,190.42
COMMUNITY DEVELOPMENT	\$28,057.19
POLICE/DISPATCH	\$216,197.63
FIRE	\$14,005.30
ENGINEERING / SR. CITIZENS	\$46,800.18
STREETS	\$51,010.34
SNOW & ICE	\$0.00
TRAFFIC CONTROL	\$4,463.15
LIBRARY	\$34,413.58
PARKS / SAC	\$79,096.86
HUETHER AQUATICS	\$0.00
MARNE CREEK	\$7,415.73
WATER	\$43,394.60
WASTEWATER	\$42,986.39
CEMETERY	\$4,935.24
SOLID WASTE	\$26,386.64
LANDFILL / RECYCLE	\$23,930.13
CENTRAL GARAGE	\$8,546.33

Personnel Changes

New Hires

Public Works Department: Brandon Steenholdt, Sanitation Truck Operator, \$1,542.27 biweekly; Park, Recreation and City Events Dept: Anne Messler, Aerobics Instructor, \$16/hr; Kelsey Quame, Weight Room Supervisor, \$12.50/hr.

Wage Changes

Police Department: Jordan Maxon, Police Officer, \$50,838 to \$52,190 biweekly; Brett Fishel, Police Officer, \$50,838 to \$52,190 biweekly.

Position Changes

November 2022	
YPD	
Calls for Service	
911 HANG UP	5
911 OPEN	3
ALARM	5
ALCOHOL	1
AMBULANCE	32
ANIMAL	44
ASSAULT	9
ASSIST	1
ATTEMPT TO LOCATE	3
BANK ALARM	2
BURGLARY BUSINESS	1
BURGLARY RESIDENTIAL	6
CHILD ABUSE	4
CITY SERVICES	2
CIVIL DISPUTE	15
CRIMINAL ENTRY OF MV	6
DEATH	2
DISORDERLY CONDUCT	27
DOMESTIC VIOLENCE	16
DRIVING COMPLAINT	15
DRIVING COMPLAINT 911	10
DRUG	9
ELDER ABUSE	2
ESCORT	10
EVENT STANDBY	2
EX PATRL	6
FAMILY OFFENSE	7
FIGHT	5
FIRE ALL CALL	3
FOREIGN AID	18
FRAUD	10
GAS DRIVE OFF	1
HARASS	10
HIT&RUN	5
INFORMATION	21
INSPECT	2
JUV	21
K9 DEMO	1
LEWDNESS	1
LOST & FOUND	14
MENTAL ILLNESS	11
MISC	2
MISSING PERSON	2
MOTOR ASSIST	13
NOISE COMPLAINT	7
OPN DOOR	2
PARKING	17
PAROLE/PROBATION	8
PRIVATE PROPERTY COLLISION	11
PROPERTY	13
PROTECTION ORDER	4
PURSUIT	2
REQUEST	1
RUNAWAY	2
SAFETY TALK	9
SEX CRIME	6
SIG 2	34
SIGNAL 1 INJURY	6
SUICIDE	4
SUSP ACTIVITY	19
SUSPICIOUS PERSON/VEHICLE	58
THEFT	48
THREAT	11
TRAFFIC STOP	157
TRESPASS	16
TRUANCY	4
VANDALISM	28
VEHICLE/ROAD COMPLAINT	8
WARRANT	8
WEAPONS	5
WELFARE CHECK	55
Total	928

Adult Arrests:
Individuals Arrested: 51
Of Charges: 92

Juvenile Arrests
Individuals Arrested: 1
Of Charges: 5

Total Citations: 155

November 2022

YPD

Activity Report

	GENERAL SUMMARY			
	This Month		Year To Date	
	This Year	Last Year	This Year	Last Year
POLICE INCIDENTS	928	946	10737	11229
SHERIFF INCIDENTS	234	161	2369	1792
AMBULANCE CALLS (YPD)	32	38	285	307
FIRE / HAZMAT CALLS	3	5	73	56
FOREIGN AID CALLS	18	18	154	177
ALARMS	5	11	158	134
ANIMAL CALLS / COMPLAINTS	44	41	602	517
ANIMALS CLAIMED OR IMPOUNDED (HHS)	9	8	159	147
ANIMALS DISPOSED	1	0	2	0

	ACCIDENT SUMMARY			
	This Month		Year To Date	
	This Year	Last Year	This Year	Last Year
STATE REPORTABLE	23	18	202	158
NON REPORTABLE AND HIT & RUN	17	30	243	287
SIGNAL 1 INJURY	3	3	51	35
# PERSONS INJURED	3	2	43	30
FATALITIES	0	0	0	0
PEDESTRIAN ACCIDENT	1	1	5	5

November 2022

YPD

Citations

			THIS MONTH		YEAR TO DATE	
	This Month Juv / Adult		Total This Year	Total Last Year	Total This Year	Total Last Year
SUSPENDED, EXPIRED OR UNLICENSED DRIVER		16	16	21	244	215
CARELESS DRIVING		1	1	0	12	10
EXHIBITION DRIVING			0	2	13	12
SPEEDING	3	21	24	22	315	317
STOP SIGN, RED LIGHT VIOLATION	1	7	8	5	80	65
ANIMALS AT LARGE			0	1	2	1
MAINTENANCE OF FINANCIAL RESPONSIBILITY	1	13	14	6	118	90
OPEN CONTAINER		1	1	1	29	22
CONSUMPTION UNDERAGE (18-20 yoa)		2	2	1	24	24
LIQUOR VIOLATIONS / FURNISHING ALCOHOL TO A MINOR			0	0	5	6
MISDEAMEANOR DRUG VIOLATIONS (POSS. OF DRUG PARAPH)	1	16	17	20	189	176
TOBACCO VIOLATIONS	1	3	4	2	60	80
PETTY THEFT UNDER \$400	3	19	22	6	77	32
INTENTIONAL DAMAGE TO PROPERTY		3	3	0	5	3
OTHER VIOLATIONS	9	69	78	20	374	210
TOTAL TRAFFIC CITATIONS	19	171	190	107	1547	1263

November 2022

YPD

Adult Arrest

	THIS MONTH		YEAR TO DATE	
	This Year	Last Year	This Year	Last Year
MURDER	0	0	0	0
RAPE	0	0	0	0
ROBBERY	0	0	0	0
DUI	7	12	141	128
DRIVING UNDER REVOCATION	1	4	38	42
BURGLARY	0	0	5	2
ASSAULT AGGRAVATED	1	2	13	11
ASSAULT SIMPLE	2	5	27	33
CRIMES AGAINST FAMILY / DOMESTIC VIOLENCE	7	7	59	66
DISORDERLY CONDUCT	0	1	6	8
SEXUAL CONTACT/SEX OFFENSES	0	0	0	1
THEFT PETTY	1	0	10	18
THEFT GRAND	0	0	5	4
THEFT AUTO	0	0	4	5
FORGERY & COUNTERFEITING	0	0	4	0
FRAUD	0	0	0	0
EMBEZZLEMENT	0	0	0	0
INTENTIONAL DAMAGE	0	2	8	12
NARCOTIC DRUG CHARGES	13	22	166	131
LIQUOR ARRESTS	0	0	12	8
WEAPONS VIOLATION	0	1	7	8
WARRANTS	22	11	207	245
PROTECTIVE CUSTODY	0	0	0	0
ALL OTHER OFFENSES	28	37	359	349
TOTAL ARRESTS	82	104	1071	1071

November 2022
YPD
Juvenile Arrests

	THIS MONTH		YEAR TO DATE	
	This Year	Last Year	This Year	Last Year
CURFEW	0	0	11	6
RUNAWAY	2	1	17	17
MIC	0	1	26	17
MURDER	0	0	0	3
RAPE	0	0	0	0
ROBBERY	0	0	0	0
BURGLARY	0	0	0	0
ASSAULT AGGRAVATED	0	0	0	0
ASSAULT SIMPLE	1	1	6	1
CRIMES AGAINST FAMILY/ DOMESTIC VIOLENCE	0	0	2	2
DISORDERLY CONDUCT DISTURBANCE OF SCHOOL	2	0	38	0
SEXUAL CONTACT / SEX OFFENSES	0	0	0	4
THEFT PETTY	0	0	0	0
THEFT GRAND	0	0	2	0
THEFT AUTO	0	1	0	0
FORGERY & COUNTERFEITING	0	0	0	2
FRAUD	0	0	0	0
EMBEZZLEMENT	0	0	0	0
INTENTIONAL DAMAGE	0	1	1	0
NARCOTIC DRUG CHARGES	0	0	10	1
LIQUOR ARRESTS	0	0	0	0
DUI	0	0	1	0
WEAPONS VIOLATIONS	0	0	0	1
ALL OTHER OFFENSES	0	0	22	4
TOTAL ARRESTS	5	5	136	58

Publishing Dates: January 3, and 5, 2023

NOTICE TO BIDDERS

Sealed bids will be received by the City Commission of the City of Yankton, South Dakota, at the office of the City Finance Officer of said City until 3:00 P.M., or may be hand delivered to the place of opening at 3:00 P.M. on the 26th day of January, 2023, at which time they will be publicly opened and read in the Second Floor Meeting Room located in City Hall, Yankton, South Dakota. Disposition of said bids is expected to be held on the 13th day of February, 2023 at 7:00 P.M., in the City of Yankton Community Room, Career Manufacturing Technical Education Academy at 1200 West 21st Street, Yankton, South Dakota

Bids will be received for the following project:

Chan Gurney Airport Five Year Haying Lease of 385+/- Acres of Airport Land Owned By The City of Yankton, South Dakota

Owner reserves the right to make the award based on the highest responsive bid.

Copies of Specifications and Contract Documents may be obtained at the Airport Supervisor's office at Chan Gurney Municipal Airport, 700 E 31st Street, Yankton, SD, 57078, or by calling 605-661-9223.

Bids may not be withdrawn after the time fixed for opening them. The OWNER reserves the right to reject any and all bids, and to waive any irregularities therein.

Adam Haberman, PE
Public Works Director
City of Yankton

THE CITY OF YANKTON IS AN EQUAL OPPORTUNITY EMPLOYER

Memorandum #22-250

To: Amy Leon, City Manager
From: Bradley Moser, Civil Engineer
Subject: 2022 Bridge Inspection Presentation
Date: December 5, 2022

In March 2022 the commission approved Resolution #22-10 which authorized the State to issue a work order to Banner Associates, Inc. to proceed with the inspection of City owned bridge structures.

Banner has completed the inspection of twelve structures within the city limits of Yankton. Per funding requirements, Banner Associates, Inc. must present their findings to the governing body. Therefore, representatives from Banner Associates will be attending the December 12th City Commission meeting to share the results of the inspections.

This is an informative presentation and requires no commission action.

Respectfully submitted,



Bradley Moser, Civil Engineer

cc: Adam Haberman
file

____Presentation – no action needed.

Memorandum #22-238

To: City Manager
From: Finance Department
Date: November 30, 2022
Subject: Special Events RETAIL (on-sale) Liquor License-Riverside Roadhouse


We have received an application for a Special Events (on-sale) Liquor License for 1 day, January 21, 2023, from Riverside Roadhouse, Inc. d/b/a/ Riverside Roadhouse, 44368 309th Street, Mission Hill, SD 57046 at The Meridian Venue, 101 E. 3rd Street, Yankton, SD.

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



Al Viereck
Finance Officer

MEMORANDUM #22-242

To: Mayor and City Commission
 From: Amy Leon, City Manager 
 Date: December 7, 2022
 Subject: Heartland Humane Society Funding and Project Update

On July 11, 2022 Kerry Feilmeier, Executive Director of Heartland Humane Society, was present to request \$45,000 in funding for a portion of estimated expenditures to expand and improve their facility. Dick Thompson was also present to explain the facility project. After Commission discussion and questions, Schramm moved and Miner seconded to fund the full request from a general fund transfer.

Prior to vote, Maibaum moved to amend the motion to fund half of the project now (\$22,500) and request that Kerry return to a Commission meeting after completion before the Commission would fund the second half. Brunick seconded vote on Amendment. This amended motion was adopted.

The project has been completed and the City was invoiced and did provide an initial payment of \$20,000 to Heartland Humane Society.

The new addition for canine and feline holding for the City of Yankton located at Heartland Humane Society has been in use since November 1, 2022. Seven of ten dog kennels are functional and the final three kennels will be completed in December 2022.

The access door for the city is well lit with an internal, lit exit sign. A camera is installed both inside the building and externally across the dog runs and entrance. A brand new heating and cooling system installed by Electair is providing appropriate air exchange. The space includes plumbed water and a floor drain for easier cleaning and potable water access.

A four-plex kennel system made by Shor-line is near the entrance for cats and completely out of eyesight of the ten dogs runs made by Midmark. The dog and cat kennels are stainless steel and reinforced fiberglass panels which should last 20+ years and have a current warranty of three years. Dog kennels number 1 and 10 will include a guillotine dog door for aggressive dogs and as well as a covered kennel top.

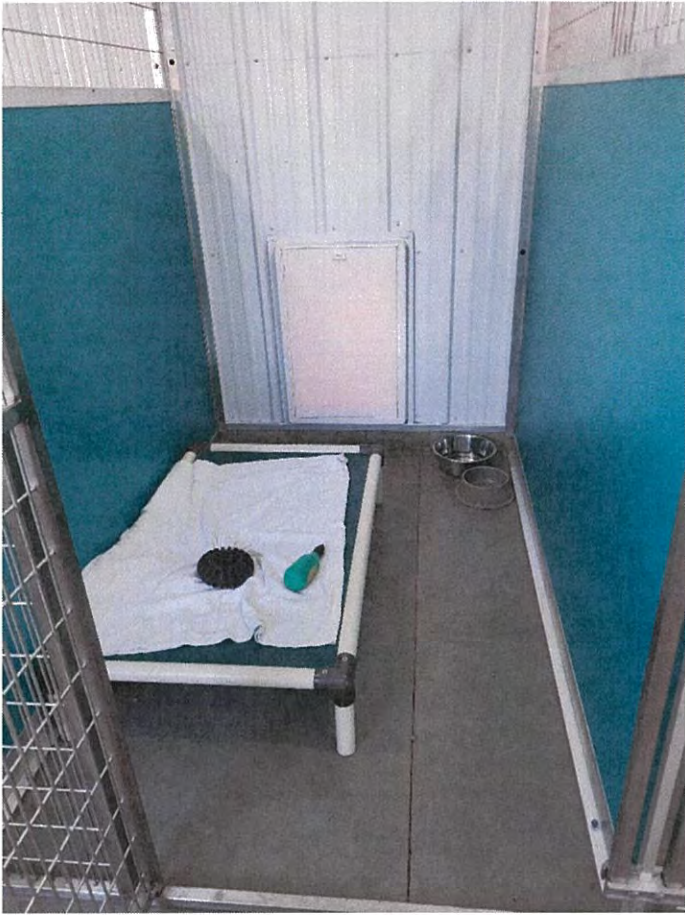
Externally, the outside dog runs are larger and each kennel run has its own access gate, again creating a safer environment for the dogs. On the east side, two dog yards exist for dog exercise. The entire external system is surrounded by privacy fence.

Kerry Feilmeier or Dick Thompson will be in attendance at the meeting and happy to answer any questions the Commission has and will provide tours of the facility if the Commission is interested.

Heartland Humane Society thanks you again for partnering to create much more appropriate space for the dogs and cats.

Recommendation: Listen to the update from Heartland Humane Society. Direct staff to issue payment of the invoice submitted.





Heartland Humane Society

3400 East Highway 50 / Yankton SD 57078



Date: December 1, 2022
To: City of Yankton
Attn: Finance / City Manager
PO BOX 176
Yankton, SD 57078

Details:
Final payment Pound Expansion

Table with 4 columns: Quantity, Description, Unit Price, Total. Row 1: 1, [blank], \$20,000, \$20,000. Summary rows include Subtotal (\$20,000), Sales Tax (n/a), Shipping & Handling (n/a), and Total Due By 01/31/22 (\$20,000).

Thank you for your support!
For tax purposes, our federal EIN number is 46-0458711

BUDGET:				\$100,000					
HHS Share:				\$60,000					
City Share:				\$40,000					
					EXPENSE	INCOME			
7/22/2022	Ck	692	MidMark	\$ 4,300.00		Kennels	downpayment		
8/9/2022	ck	699	MidMark	\$ 12,739.38		Kennels	final payment		
9/23/2022	Bil pay		powersource	\$ 66.33		Electrical Work	DEMO unhook		
9/22/2022			TRANSFER		\$ 60,000.00	HHS Transfer from Edward Jones			
9/28/2022	Credit Card		Pet Door	\$ 2,119.52		Doggy Doors	8 new doors & inserts		
9/13/2022	Ck	710	yankton Co Zoning	\$ 176.00		Fees			
10/20/2022	Ck	734	C&J Fencing	\$ 14,834.09		Fencing & Kennel runs			
11/2/2022	Ck	735	Shor-Line	\$ 3,884.32		Cat kennels			
11/5/2022	ck	738	MidMark	\$ 1,243.73		dog kennel			
11/8/2022	ck	741	Electair / Kaisers	\$ 8,533.69		Heating/Cooling			
11/22/2022	CK	67695	City of Yankton		\$ 20,000.00	City payment #1			
11/29/2022	Ck	748	Zimmerman Construction	\$ 51,981.00		Main Contractor build			
11/30/2022	Bil pay		Amazon	\$ 114.95		Cart			
11/30/2022	Bil pay		Pet Door Store	\$ 219.80		Doggy Doors			
12/7/2022	Bil pay		Kellen streit	\$ 473.52		Rock for yards			
				\$ 100,686.33	\$ 80,000.00				

Memorandum #22-227

To: *City Commission*
From: *Finance Officer*
Date: *12/5/2022*
Subject: *Second Reading and Public Hearing of Ordinance #1067 Amending Ordinance #1055, the 2022 Annual Appropriation Ordinance*

Attached to this Memorandum is Ordinance #1067, the second supplement to Ordinance #1055, the 2022 annual appropriation ordinance. The individual supplements are described, and the amounts are as such:

1. **City Commission** from \$35,000.00 to \$60,000.00, an increase of \$25,000.00 in account 101.101.202 Professional Services. This increases City Commission total appropriations from \$158,084.00 to \$183,084.00, an increase of \$25,000.00. Financing for this increase will be from an increase in un-appropriated fund balance carried forward from 2021.
2. **Finance** from \$1,000.00 to \$83,000.00, an increase of \$82,000.00 in account 101.104.350 Equipment for the AS400 Financial Software upgrade. This increases Finance total appropriations from \$744,747.00 to \$826,747.00, an increase of \$82,000.00. Financing for this increase will be from an increase in un-appropriated fund balance carried forward from 2021.
3. **Total General Government** from \$3,200,386.00 to \$3,307,386.00, an increase of \$107,000.00 as outlined in **numbers (1-2)** above.
4. **Civil Defense** from \$3,500.00 to \$7,500.00, an increase of \$4,000.00 in account 101.115.221 Repair and Maintenance Equipment for siren repairs. This increases Civil Defense total appropriations from \$4,960.00 to \$8,960.00, an increase of \$4,000.00. Financing for this increase will be from an increase in un-appropriated fund balance carried forward from 2021.
5. **Total Public Safety** from \$4,990,626.00 to \$4,994,626.00, an increase of \$4,000.00 as outlined in **number (4)** above.
6. **City Hall** from \$0.00 to \$60,000.00, an increase of \$60,000.00 in account 101.125.202 Professional Services for the consultant work for the City Hall data and wiring upgrades. This increases City Hall total appropriations from \$414,247.00 to \$474,247.00, an increase of \$60,000.00. Financing for this increase will be from an increase in un-appropriated fund balance carried forward from 2021.
7. **Chan Gurney Airport** from \$200,000.00 to \$300,000.00, an increase of \$100,000.00 in account 101.127.238 Garage Gasoline due to the increased expenses to purchase fuel for re-sale at the airport. This increases Chan Gurney total appropriations from \$839,238.00 to

\$939,238.00, an increase of \$100,000.00. Financing for this increase will be from an increase in un-appropriated fund balance carried forward from 2021.

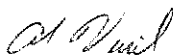
8. **Total Public Works** from \$5,362,129.00 to \$5,522,129.00, an increase of \$160,000.00 as outlined in **numbers (6-7)** above.
9. **Special Appropriations** from \$0.00 to \$45,000.00, an increase of \$45,000.00 in account 101.131.553 Heartland Humane Society for the Capital Addition and improvements previously approved by the City Commission. This increases Special Appropriations from \$138,206.00 to \$183,206.00, an increase of \$45,000.00. Financing for this increase will be from an increase in un-appropriated fund balance carried forward from 2021.
10. **Total General Fund Appropriations** from \$21,954,239.00 to \$22,270,239.00, an increase of \$316,000.00 as outlined in **numbers (1-9)** above.
11. **Un-appropriated Fund Balance** from \$7,537,487.00 to \$7,853,487.00, an increase of \$316,000.00 in un-appropriated fund balance (2021 carry-over) as outlined in **numbers (1-10)** above.
12. **Total Means of Finance** from \$21,954,239.00 to \$22,270,239.00, an increase of \$316,000.00 as outlined in **numbers (1-11)** above.
13. **Business Improvement District** from \$7,600.00 to \$15,000.00, an increase of \$7,400.00 in account 209.209.202 Professional Services for increased expenses approved by the BID Board and City Commission for Thrive / Yankton Convention and Visitor Bureau funding; from \$60,800.00 to \$120,000.00, an increase of \$59,200.00 in account 209.209.204 Contractual Services to Thrive / MMC for increased expenses approved by the BID Board and City Commission; from \$0.00 to \$75,000.00, an increase of \$75,000.00 in account 209.209.205 Contractual Services to Thrive / Yankton Youth Soccer Assoc. for expenses approved by the BID Board and City Commission; from \$0.00 to \$7,200.00, an increase of \$7,200.00 in account 209.209.206 Contractual Services to Thrive / NFAA for expenses approved by the BID Board and City Commission; and from \$1,520.00 to \$3,000.00, an increase of \$1,480.00 in account 209.209.610 Transfer to General Fund. This increases Business Improvement District total appropriations from \$69,920.00 to \$220,200.00, an increase of \$150,280.00. Financing for this increase will be from the Business Improvement District unappropriated fund balance carried forward from 2021.
14. **Lodging Sales Tax (BBB)** from \$0.00 to \$87,000.00, an increase of \$87,000.00 in account 211.231.547 for the Yankton Baseball Association for the recently approved Riverside diamond project; from \$8,000.00 to \$15,000.00, an increase of \$7,000.00 in account 211.231.567 Website; from \$0.00 to \$10,000.00, an increase of \$10,000.00 in account 211.231.574 Riverboat Days; from \$5,000.00 to \$65,000.00 an increase of \$60,000.00 in account 211.231.599 Special Projects (\$10,000.00 for previously approved projects and \$50,000.00 for the recently approved Sertoma Park shade structure). This increases Lodging Sales Tax (BBB) total appropriations from \$775,672.00 to \$939,672.00, an increase of \$164,000.00. Financing for this increase will be from the unappropriated fund balance in the Lodging Sales Tax (BBB) Fund carried forward from 2021.

15. **Special Revenue Total Appropriations** from \$12,868,549.00 to \$13,182,829.00, an increase of \$314,280.00 as explained in **numbers (13-14)** above.
16. **Special Revenue Unappropriated Fund Balance** from \$995,008.00 to \$1,309,288.00, an increase of \$314,280.00 as explained in **numbers (13-15)** above.
17. **Special Revenue Total Means of Finance** from \$13,762,915.00 to \$14,077,195.00, an increase of \$314,280.00 as explained in **numbers (13-16)** above.
18. **Public Improvement** from \$0.00 to \$900.00, an increase of \$900.00 in account 501.501.202 Contracted Services to survey land at Bill Baggs / Alumax Road; from \$0.00 to \$97,000.00, an increase of \$97,000.00 in account 501.501.388 RTEC / CDBG – CNA Training (pass through grant funding); from \$0.00 to 109,000.00, an increase of \$109,000.00 in account 501.501.391 Public Building Improvements to purchase the building at 601 East third Street formerly housing the business “Hardscapes”; and from \$0.00 to 169,000.00, an increase of \$169,000.00 in account 501.501.394 Pathways Homeless Shelter pass through CDBG Grant. This increases Public Improvement total appropriations from \$0.00 to \$375,900.00, an increase of \$375,900.00. Funding for this increase will be from the Public Improvement unappropriated fund balance carried forward from 2021 of \$109,900.00 and increased grant revenues of \$266,000.00.
19. **Tax Increment District #6** from \$297,391.00 to \$400,000.00, an increase of \$102,609.00 in account 511.588.566 for Tax Increment reimbursement to Thrive (the developer for Westbrook Estates Phase 1). This increases Tax Increment #6 total appropriations from \$297,391.00 to \$400,000.00, an increase of \$102,609.00. Financing for this increase will be a from increased tax increment #6 revenues.
20. **Tax Increment District #7** from \$23,724.00 to \$70,000.00, an increase of \$46,276.00 in account 512.588.204 Payment to Schrecht, LLC for TID tax reimbursements. This increases Tax Increment District #7 total appropriations from \$23,724.00 to \$70,000.00, an increase of \$46,276.00. Financing for this increase will be from increased tax increment #7 revenues.
21. **Tax Increment District #8** from \$21,365.00 to \$100,000.00, an increase of \$78,635.00 in account 513.588.204 Payment to Yankton Development for TID tax reimbursements. This increases Tax Increment District #8 total appropriations from \$21,365.00 to \$100,000.00, an increase of \$78,635.00. Financing for this increase will be a from increased tax increment #8 revenues.
22. **Tax Increment District #9** from \$0.00 to \$10,000.00, an increase of \$10,000.00 in account 514.588.204 Payment to Yankton Development for TID tax reimbursements. This increases Tax Increment District #9 total appropriations from \$0.00 to \$10,000.00, an increase of \$10,000.00. Financing for this increase will be a from increased tax increment #9 revenues.
23. **Tax Increment District #12** from \$0.00 to \$827,154.00, an increase of \$827,154.00 in account 516.588.202 Professional Services for preliminary expenditures for preparing the site for development. This increases Tax Increment District #12 total appropriations from \$0.00 to \$827,154.00, an increase of \$827,154.00. Financing for this increase will be from an internal loan.

- 24. **Total Capital Appropriations** from \$12,065,662.00 to \$13,506,236.00, an increase of \$1,440,574.00 as explained in **numbers (18-23)** above.
- 25. **Unappropriated Fund Balance** from \$7,959,283.00 to \$8,069,183.00, an increase of \$109,900.00 as explained in **number (18)** above.
- 26. **Public Improvement Revenue** from \$0.00 to \$266,000.00 an increase of \$266,000.00 in CDBG grant revenues as explained in **number (18)** above
- 27. **Tax Increment District #6 Westbrook Estates Phase 1 Revenue** from \$297,391.00 to \$400,000.00, an increase of \$102,609.00 in TID #6 revenues as explained in **number (19)** above.
- 28. **Tax Increment District #7 West 10th Street Revenue** from \$26,216.00 to \$70,000.00 and increase of \$43,784.00 in TID #7 revenues as explained in **number (20)** above.
- 29. **Tax Increment District #8 Westbrook Phase 2 Revenue** from \$32,601.00 to \$100,000.00 and increase of \$67,399.00 in TID #8 revenues as explained in **number (21)** above.
- 30. **Tax Increment District #9 Yankton Mall Revenue** from \$900.00 to \$10,000.00 and increase of \$9,100.00 in TID #9 revenues as explained in **number (22)** above.
- 31. **Tax Increment District #12 Meade Property Development Revenue** from \$0.00 to \$827,154.00, an increase of \$827,154.00 in account 516.588.(loan).
- 32. **Total Capital Projects Revenue** from \$7,287,982.00 to \$8,604,028.00, an increase of \$1,316,046.00 as explained in **numbers (26-31)** above.
- 33. **Total Capital Projects Means of Finance** from \$16,724,985.00 to \$18,150,931.00, an increase of \$1,425,946.00 as explained in **numbers (26-32)** above.

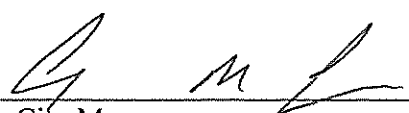
It is recommended that the City Commission conduct Second Reading, and Public Hearing of Ordinance #1067, the second supplement to Ordinance #1055, the 2022 City of Yankton annual budget ordinance, and adopt said Ordinance.

Thank you,



Al Viereck
Finance Officer

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



Amy Leon, City Manager

____ Roll Call

ORDINANCE NO . 1067
 AN ORDINANCE AMENDING AND SUPPLEMENTING ORDINANCE #1055,
 THE 2022 ANNUAL APPROPRIATION ORDINANCE OF THE
 CITY OF YANKTON, SOUTH DAKOTA.

Be it ordained by the City of Yankton, South Dakota, that Ordinance #1055 is amended to wit:

	Ord. #1055		Ord. #1058		Ord. #1067
<u>SECTION I - GENERAL FUND</u>					
A. Appropriations					
General Government:					
Board of City Commissioners	\$ 158,084	1.		25,000	\$ 183,084
City Manager	277,926				
City Attorney	130,984				
Finance Office	744,747			2.	82,000
Information Services	506,789	1.	192,798	699,587	\$ 826,747
Community Development	643,565				
Human Resources	245,493				
Contingency	<u>300,000</u>				
TOTAL GENERAL GOVERNMENT	<u>3,007,588</u>	2.	192,798	<u>3,200,386</u>	3. 107,000 <u>3,307,386</u>
Public Safety:					
Police Department	4,016,505	3.	39,854	4,056,359	
Fire Department	854,307	4.	75,000	929,307	
Civil Defense	<u>4,960</u>				4. 4,000 <u>8,960</u>
TOTAL PUBLIC SAFETY	<u>4,875,772</u>	5.	114,854	<u>4,990,626</u>	5. 4,000 <u>4,994,626</u>
Public Works:					
Engineering & Inspection	814,131				
Street & Highways	2,285,666	6.	220,000	2,505,666	
Snow & Ice Removal	234,353				
City Hall	349,014	7.	65,233	414,247	6. 60,000 474,247
Traffic Control	554,494				
Chan Gurney Airport	<u>789,238</u>	8.	50,000	<u>839,238</u>	7. 100,000 <u>939,238</u>
TOTAL PUBLIC WORKS	<u>5,026,896</u>	9.	335,233	<u>5,362,129</u>	8. 160,000 <u>5,522,129</u>
Special Appropriations	<u>138,206</u>				9. 45,000 <u>183,206</u>
TOTAL SPECIAL APPROPRIATIONS	<u>138,206</u>				45,000 <u>183,206</u>
Culture - Recreation:					
Senior Citizens Center	63,723	10.	35,000	98,723	
Community Library	<u>861,399</u>				
TOTAL CULTURE - RECREATION	<u>925,122</u>	11.	35,000	<u>960,122</u>	

				Ord. #1067	
Other Financing Uses / Transfers Out	<u>6,555,165</u>	12.	747,605	<u>7,302,770</u>	
TOTAL OTHER FINANCING USES	<u>6,555,165</u>	12.	747,605	<u>7,302,770</u>	
TOTAL APPROPRIATIONS	<u>\$ 20,528,749</u>	13.	1,425,490	<u>\$ 21,954,239</u>	10. 316,000 <u>\$ 22,270,239</u>
B. Means of finance					
Unappropriated Fund Balances	<u>\$ 6,111,997</u>	14.	1,425,490	<u>\$ 7,537,487</u>	11. 316,000 <u>\$ 7,853,487</u>
Current Property Taxes	2,999,551				
Sales & Other Taxes	7,727,831				
Licenses & Permits	333,507				
Intergovernmental Revenue	741,228				
Charges for Goods & Services	2,286,850				
Fines & Forfeits	4,250				
Miscellaneous Revenues	<u>59,000</u>				
TOTAL REVENUE	<u>14,152,217</u>				
Other Financing Sources / Transfers In	<u>264,535</u>				
TOTAL MEANS OF FINANCE	<u>\$ 20,528,749</u>	15.	1,425,490	<u>\$ 21,954,239</u>	12. 316,000 <u>\$ 22,270,239</u>

SECTION II - SPECIAL REVENUE

	Ord. #1055		Ord. #1058		Ord. #1067	
A. Appropriations						
Parks & Recreation	\$ 1,896,393	16.	75,874	\$ 1,972,267		
Memorial Park Pool	1,696,011					
Summit Activies Center	930,984					
Marne Creek	5,636,509					
Casualty Reserve Fund	5,000					
Bridge & Street Fund	160,000					
911/Dispatch	926,735	17.	650,731	1,577,466		
Business Improvement District	69,920				13.	150,280
Lodging Sales Tax	719,423	18.	56,249	775,672	14.	164,000
Infrastructure Improvement Revolving - Transfer to Infr. Imp. Constr.	44,720					220,200
TOTAL APPROPRIATIONS	<u>\$ 12,085,695</u>	19.	782,854	<u>\$ 12,868,549</u>	15.	314,280
						<u>\$ 13,182,829</u>
B. Means Of Finance						
Unappropriated Fund Balance	<u>\$ 938,759</u>	20.	56,249	<u>\$ 995,008</u>	16.	314,280
						<u>\$ 1,309,288</u>
Parks & Recreation Revenue	16,760					
Memorial Pool Revenue	583,300					
Summit Activies Center Revenue	\$265,270					
Marne Creek Revenue	4,590,000					
Casualty Reserve - Interest	250					
Bridge & Street Revenue	41,497					
911/Dispatch	152,776					
Business Improvement District	116,000					
Lodging Tax	714,110					
Infrastructure Improvement Revolving	44,720					
TOTAL REVENUE	<u>6,524,683</u>					
Transfer From General Fund	<u>4,460,929</u>	21.	726,605	<u>5,187,534</u>		
Transfer From HFAC Capital Fund	<u>50,088</u>					
Transfer From Special Capital Fund	<u>1,005,602</u>					
TOTAL MEANS OF FINANCE	<u>\$ 12,980,061</u>	22.	782,854	<u>\$ 13,762,915</u>	17.	314,280
						<u>\$ 14,077,195</u>

SECTION III - CAPITAL PROJECT FUNDS

		Ord. #1055	Ord. #1058		Ord. #1067	
A.	Appropriations					
	Public Improvement	\$ -		18.	375,900	375,900
	Airport Capital Projects	1,100,000				
	Park Capital Projects	1,587,000	23. 21,000	1,608,000		
	Infrastructure Improvement Construction	100,000				
	Huether Aquatics Center Construction	50,088	24. 2,850,771	2,900,859		
	Special Capital Improvement	5,819,713				
	Tax Incr. District #5 Menards (510)	194,610				
	Tax Incr. District #6 Westbrook Estates (511)	297,391		19.	102,609	400,000
	Tax Incr. District #7 West 10th Street (512)	23,724		20.	46,276	70,000
	Tax Incr. District #8 Westbrook Phase 2 (513)	21,365		21.	78,635	100,000
	Tax Incr. District #9 Yankton Mall (514)	-		22.	10,000	10,000
	Tax Incr. District #11 East Yankton (515)	-				-
	Tax Incr. District #12 Meade Prop. Dev. (516)	-		23.	827,154	827,154
	TOTAL APPROPRIATIONS	<u>\$ 9,193,891</u>	25. 2,871,771	<u>\$ 12,065,662</u>	24. 1,440,574	<u>\$ 13,506,236</u>
B.	Means of Finance					
	Unappropriated Fund Balance	\$ 5,108,512	26. 2,850,771	<u>\$ 7,959,283</u>	25. 109,900	<u>\$ 8,069,183</u>
	Public Improvement Revenue	\$ -		26.	266,000	266,000
	Airport Capital Projects	1,028,500				
	Park Capital Revenue	300,000				
	Infrastructure Improvement Construction	-				
	Huether Aquatics Center Construction	187,890				
	Special Capital Improvement	5,270,809				
	Tax Incr. District #5 Menards (510)	143,675				
	Tax Incr. District #6 Westbrook Estates (511)	297,391		27.	102,609	400,000
	Tax Incr. District #7 West 10th Street (512)	26,216		28.	43,784	70,000
	Tax Incr. District #8 Westbrook Phase 2 (513)	32,601		29.	67,399	100,000
	Tax Incr. District #9 Yankton Mall (514)	900		30.	9,100	10,000
	Tax Incr. District #11 East Yankton (515)	-				-
	Tax Incr. District #12 Meade Prop. Dev. (516) (Loan)	-		31.	827,154	827,154
	TOTAL REVENUE	<u>\$ 7,287,982</u>		32.	1,316,046	8,604,028

	Ord. #1055		Ord. #1058		Ord. #1067
Transfer from General Fund	1,287,000	27.	21,000	1,308,000	
Transfer from Summit Activity Center	55,000				
Transfer from Park Improvement Fund	-				
Transfer from BBB Fund	70,000				
Transfer from Infrastructure Impr. Fund	44,720				
Transfer from Special Capital Fund	-				
Loan from General Fund	-				
Loan from Special Capital Fund	-				
TOTAL OTHER FINANCING SOURCES	<u>1,456,720</u>	28.	21,000	<u>1,477,720</u>	
TOTAL MEANS OF FINANCE	<u>\$ 13,853,214</u>	29.	2,871,771	<u>\$ 16,724,985</u>	33. <u>1,425,946</u> <u>\$ 18,150,931</u>

SECTION VII - EFFECTIVE DATE

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

Adopted:

Stephanie Moser, Mayor

ATTEST :

Al Viereck, Finance Officer

Introduction and first reading: November 28, 2022 Second reading : December 12, 2022

Published in the Yankton Daily Press and Dakotan, Official Newspaper: December , 2022

I so certify

Al Viereck, Finance Officer

Memorandum #22-221

To: Amy Leon, City Manager
From: Mike Roinstead, Airport Supervisor
Subject: Bid Award for 2023 Annual Supply of Transport-Tankwagon Petroleum Products for Chan Gurney Municipal Airport
Date: November 22, 2022

Two bids were received for the City's 2023 supply of Petroleum Products for the Chan Gurney Municipal Airport. The two products that will be consumed are Aviation Gasoline – 100 low lead and Jet A fuel (with fuel system ice inhibitor). These products are most frequently purchased via transport (7000 gallon minimum). The bids received represent the supplier's handling costs (profit margin), which are added to the OPIS (Oil Price Information Service) daily published price on the date the product is ordered.

The lowest bids received for these products that will be available at the Airport are listed below:

DESCRIPTION		GERSTNER OIL
Aviation Gas – 100 low lead:		
Transport		\$0.2269
Tankwagon		\$0.4489
Jet A fuel (with fuel system ice inhibitor):		
Transport		\$0.1369
Tankwagon		\$0.3499

City Staff recommends that the bid submitted for the 2023 Supply of Petroleum Products for the Chan Gurney Municipal Airport is awarded to lowest bid by Gerstner Oil for: Aviation Gas – 100 low lead and Jet A fuel (with fuel system ice inhibitor) Transport.

City Staff recommends that the bid submitted for the 2023 Supply of Petroleum Products for the Chan Gurney Municipal Airport is awarded to lowest bid by Gerstner Oil for: Aviation Gas – 100 low lead and Jet A fuel (with fuel system ice inhibitor) Tankwagon.

Respectfully submitted,



Mike Roinstead
Airport Supervisor

Recommendation: It is recommended that the City Commission award the contract for fuel at Chan Gurney Municipal Airport to Gerstner Oil for the low bid amounts listed in Memorandum #22-221.

I concur with the recommendation.

I do not concur with the recommendation.



Amy Leon, City Manager

_____ Roll Call

Memorandum #22-239

To: Amy Leon, City Manager
From: Kyle Goodmanson, Director of Environmental Services
Date: December 12, 2022
Subject: HDR Contract for Wastewater Treatment Plant Improvements, Design, CMAR Procurement, and Construction Services

The City has identified the need to make substantial improvements to our wastewater treatment plant. This is an Agreement between City of Yankton and HDR Engineering, Inc. for the Wastewater Treatment Plant Improvement Project.

Three Requests for Qualifications were received by ISG, Stockwell, and HDR. HDR was selected by the selection committee as being the most qualified.

This project received 30% funding through the American Rescue Plan Act (ARPA). State Revolving Funds will be used for the remaining cost including the engineering and required 70% matching funds.

Engineers' services under this Agreement are generally identified as the following project areas to be completed as a Construction Manager at Risk (CMAR) construction project:

- 1 Rehabilitate inlet building
- 2 Rehabilitate odor control building
- 3 New primary meter and splitter
- 4 New primary clarifier mechanisms
- 5 Primary sludge draw-off improvements
- 6 New blowers in aeration building
- 7 Rehabilitate aeration basins
- 8 New secondary clarifiers
- 9 Standby secondary clarifier demolition
- 10 Secondary sludge draw-off structure demolition
- 11 Solids balancing tank demolition
- 12 Sludge digester building rehabilitation and addition
- 13 Gravity belt thickening building rehabilitation
- 14 New UV building
- 15 Miscellaneous laboratory/control building improvements
- 16 Pump building nonpotable pumping improvements and miscellaneous demolition
- 17 Laboratory/control building submersible pump station rehabilitation

____Roll Call

- 18 Building drainage submersible pump station rehabilitation
- 19 Sludge lagoon power and submersible pump station rehabilitation
- 20 Maintenance building improvements and addition
- 21 Site grading and site piping work
- 22 Plant drain pump station and waste activated sludge storage basin

The total compensation for such services is estimated to be \$4,834,386.00 based on the following estimated distribution of compensation:

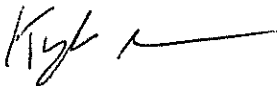
100	Project Management	\$583,452
200	30% Preliminary Design Phase	\$863,506
300	60% Design Phase	\$922,412
400	Final Design Phase	\$1,079,649
500	CMAR Selection and Coordination	\$489,244
600	Construction Phase	\$509,363
700	Post-Construction Phase	\$186,760
Subs	Testing and Special Inspections	\$200,000

The above cost does not include the Resident Project Representative (RPR). The RPR is based on a standard hourly rate. It is estimated that the total compensation for the RPR would be \$987,986.00 based on a 912-day construction schedule. Final design and material lead times may require an increase in the construction schedule and require an amendment to the contract for additional RPR hours.

The total contract compensation amount is \$5,822,372.00. This is roughly 13.08% of the total project estimated cost of \$44,500,000.00. The HDR contract totals for the Water Plant Project were \$5,037,956.00. This was 13.61% of the estimated \$37,000,000.00.

Upon contract signature, the engineer is authorized to proceed with \$50,000 for Task 100 (project management) and \$489,244 for Task 500 (CMAR selection and coordination). The owner will provide subsequent authorization via email for the remaining task including the RPR.

Respectfully submitted,

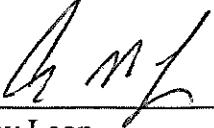


Kyle Goodmanson
Director of Environmental Services

Recommendation: It is recommended that the City Commission authorize the City Manager to execute the attached contract for professional services with HDR in an amount not to exceed \$5,822,372.00 contingent upon the Owner's Representative and Legal review.

I concur with the recommendation.

I do not concur with the recommendation.



Amy Leon
City Manager



EXHIBIT A

SCOPE OF SERVICES

City of Yankton, SD

2023 Wastewater Treatment Plant Improvements Project

Background Information

The City of Yankton, SD (City) is proposing to make improvements to the city's existing wastewater treatment plant. The city's wastewater treatment plant is a complex of buildings and facilities covering approximately 15 acres. It is located in Township 93N, Range 55W, Section 18.

The Project number will be consistent throughout the remainder of this scope of services. It is anticipated that all construction projects will be bid under one contract. This City's WWTP Improvements Project includes the design, CMAR bid package reviews, and construction services for the following project items to be completed as a single CMAR construction project.

Work at the treatment plant will include the following specific components:

1	Inlet Building	<ul style="list-style-type: none">• Structural/Architectural: Sandblast, polish, and clear coat concrete floors; new exterior grit basins utilizing air lifts.• Process: Decommission existing aerated grit and install new grit removal system with two (2) new grit chambers and grit washers/classifiers.• Mechanical: New HVAC.• Electrical: Replace MCCs, electrical wiring & conduit, lighting panelboard complete with LED and emergency lights, and combustible gas detectors/alarms.
2	Odor Control Building	<ul style="list-style-type: none">• Architectural: Sandblast, polish, and coat concrete floors with chemically resistant coating.• Mechanical: Replace odor control unit and HVAC. Evaluate sound attenuating enclosure for odor control blower.• Electrical: Replace wiring & conduit and lighting panels.
3	Primary Meter & Splitter	<ul style="list-style-type: none">• Remove Parshall Flume and replace with Flo-Dar type open channel flow measurement with associated electrical and fiber to Flo-Dar.
4	Primary Clarifiers	<ul style="list-style-type: none">• Remove and replace two 45-ft diameter mechanisms, exterior handrail, fiberglass weir & baffle, catwalk supports, and grating complete with electrical wiring and conduit. Repair concrete as required.
5	Primary Sludge Draw-off Structure	<ul style="list-style-type: none">• Review option for placing valves in digester building or remove and replace draw-off structure top slab and replace valves. Add hot water flushing for grease control.
6	Aeration Building	<ul style="list-style-type: none">• Architectural: Sandblast, polish, and clear coat concrete floors, coat walls/ceiling, and repair door closures.• Process: Replace aeration blowers (PDB-1 thru PDB-6) complete with filters. Relocate inlet filters to roof due to odor issues, straighten pipes



		<p>into wet well on south side of building, and add a second RAS line into building as existing goes underneath stoop.</p> <ul style="list-style-type: none"> • Mechanical: Increase boiler combustion air intake duct, replace propeller fan w/ centrifugal fan, replace exhaust louver (EF-8), and new air compressors to be moved to digester building addition. • Electrical: New blower VFDs complete with wiring & conduit for blowers, new gas detection system, and LED lights.
7	Aeration Basins	<ul style="list-style-type: none"> • Architectural: Coat basin walls with high performance industrial coating. • Process: Replace diffusers, air piping, and slide gates.
8	Secondary Clarifiers	<ul style="list-style-type: none"> • Structural/Architectural: Demolish existing 92-foot diameter secondary clarifier and add two new 70-ft dia. secondary clarifiers complete with 70-ft dia. aluminum domes. • Process: 70-ft dia. mechanisms complete with fiberglass weir & baffle, influent and RAS piping, and associated valves. • Electrical: Electrical and metering for new clarifiers.
9	Standby Secondary Clarifier	<ul style="list-style-type: none"> • Demolish existing 60-foot diameter standby clarifier and related vaults/piping.
10	Secondary Sludge Draw-off Structure	<ul style="list-style-type: none"> • Demolish draw-off structure and vaults/piping.
11	Solids Balancing Tank	<ul style="list-style-type: none"> • Demolish structure and connected piping.
12	Sludge Digester Building	<ul style="list-style-type: none"> • Structural: Boiler building addition, new digester building roofing, caulk SE & NW tank cracking, and new flare structure. • Architectural: Polish existing floor, sandblast and coat walls/ceiling in building, and repair door closures. • Process: Remove and replace the following complete with required piping: sludge pumps (PS-1, PS-2, SS-1, SS-2), digester recirculation pumps, mixing system pumps, sludge heaters (SH-1, SH-2, SH-3), process valves, new sludge mixing system for secondary digester, primary and secondary digester covers, temperature sensors into and out of the heat exchanger for sludge temp. control, piping replacement of all overflow and supernatant piping, addition of air compressors if using diaphragm pumps. • Flare and Gas Piping Modifications: Gas equipment sediment traps (ST-1, ST-2, ST-3), flame trap assembly, and pressure/vacuum relief valves (PVR-1 through PVR-6) complete with insulation jackets. • Mechanical: Remove and replace the following complete with required piping and electrical modifications: make-up air units (MAU-101 & MAU-102), roof drains and existing roof drain piping, fix roof leader, and install boiler water chemical treatment system. • Electrical: Remove and replace the following: electrical wiring & conduit, motor control centers (MCC-D1 & MCC-D2), lighting with LED lights and install roof lighting.
13	Gravity Belt Thickening Building	<ul style="list-style-type: none"> • Structural/Architectural: Repair rafters, replace stoops, wall off electrical room with exterior door, new doors, polish existing floor coating, coat walls/ceiling in building, and add stairs to roof.



		<ul style="list-style-type: none"> • Process: Add second polymer system, replace progressive cavity pumps (TSP-1, TSP-2, PMP-1, PMP-2) and gravity belt thickener drives. Rehabilitate (sand blast and coat) thickener bases. • Mechanical: Replace make-up air unit (MAU-101), complete with thermostatic mixing valve and recirculation capability, unit heaters (EUH-401 through EUH-404), instant water heater, and replace & move PRV-401 from roof to wall. Implement heat utilizing hot water from digester building. • Electrical: Replace motor control center (MCC-GBT) and replace lighting with LED lights. New manufacturer PLCs and control panels for thickening equipment.
14	UV Building	<ul style="list-style-type: none"> • Structural: Modify existing channels for new UV units as required. • Architectural: Polish existing floor coating, coat walls/ceiling in building, and replace door closures. • Process: Replace UV equipment and install new sampler. • Mechanical: Replace unit heaters (EUH-301 through EUH-304), dehumidifier (DEH-301), and move PRV-301 from roof to wall. • Electrical: Replace lighting with LED lights.
15	Laboratory/Control Building	<ul style="list-style-type: none"> • Structural: Fix window separation from lintel plate & mortar. • Architectural: Remove existing vinyl flooring, polish floor, coat walls/ceiling in building, replace cabinets & countertops around acid washing area, and replace door closures. • Mechanical: New controls for economizer & zone dampers. • Electrical: Replace electrical wiring & conduit, refurbishment kits for major electrical equipment, and replace lighting with LED lights. • Instrumentation & Controls: Program new equipment to SCADA.
16	Pump Building	<ul style="list-style-type: none"> • Architectural: Polish existing floor coating, coat walls/ceiling, and replace door closures. • Process: Replace bladder tanks and non-potable water pump with Goulds Aquavar variable speed type units complete with controls. Demolish secondary sludge pumps associated to standby clarifier. • Mechanical: Replace existing circulating pump (CP-1), unit heaters (HUH-101, HUH-102), boiler (B-2), and air handling units (AHU-101, AHU-102). • Electrical: Non-potable pump VFDs/Controls and replace lighting with LED lights.
17	Laboratory/Control Building Submersible PS	<ul style="list-style-type: none"> • Process: Replace pumps & valves and line manhole. • Electrical: Replace electrical panel.
18	Building Drainage Submersible PS	<ul style="list-style-type: none"> • Process: Replace pumps & valves and line manhole. • Electrical: Replace electrical panel.
19	Sludge Lagoon Power and Submersible PS	<ul style="list-style-type: none"> • Process: Replace pumps & valves. • Electrical: Replace electrical panel, provide LED lighting, and add electrical service to each lagoon for portable equipment.
20	Maintenance Building	<ul style="list-style-type: none"> • Civil: Incorporate driveway to Street, small parking area, and bring water to building.



		<ul style="list-style-type: none"> • Structural: Maintenance Building Addition (30'x40') complete with insulation and heat; demolish existing dog kennel structure. • Architectural: New doors and door hardware. • Mechanical: Route water into building and new welding hood. • Electrical: Replace lighting with LED lights.
21	Site Grading and Site Piping Work	<ul style="list-style-type: none"> • Earthwork: Grit units, digester building addition, secondary clarifiers, and plant drain/WAS storage basin. Artificial turf throughout site, remove narrow sidewalks, and add 6-foot-wide sidewalks. • Structural: Stoops and sidewalk at thickening building. • Process: Replace non-potable spigots and associated isolation valves, piping from grit to primary splitter, and new secondary clarifier inlet/outlet scum & RAS piping. Replace WAS, RAS, and secondary influent force main as it has settled. • Electrical: Site LED lighting.
22	Plant Drain and WAS Storage Basin	<ul style="list-style-type: none"> • Structural: New 150k gallon cast-in-place WAS storage basin complete with integral submersible plant drain pump station. • Architectural: Provide handrail and hatches as required. • Process: Provide pumps, valves, connecting piping, and drain capabilities • Electrical and I&C: Provide power for pumping along with control panel, flow control power, and level controls.
23	Antennae Tower	<ul style="list-style-type: none"> • New large antennae tower and structural base for lift station communication.

TASK SERIES 100 Proj. Man.	TASK SERIES 200 30% DESIGN	TASK SERIES 300 60% DESIGN	TASK SERIES 400 90% DESIGN	TASK SERIES 500 CMAR DESIGN PHASE COORDINATION	TASK SERIES 600 CONSTRUCTION ADMIN. & TASK SERIES 700 PROJECT STARTUP, O&M AND TRAINING
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

Interim Dates for Completions:

Task 100 Project Management	January 2023 to July 2026
Task 200 Preliminary Design (30-Percent)	January to May 2023 (4 months)
Task 300 60-Percent and Final Design	May 2023 to August 2023 (4 months)
Task 400 Final Design	September 2023 to Dec. 2023 (3 months)
Task 500 CMAR Selection and Coordination	Dec. 2022 to July 2026
Task 600 Construction Administration	February 2024 to July 2026
Task 700 Project Startup, O&M and Training	June 2026 to November 2026



The following sections outline the scope of services to be completed for this project.

TASK SERIES 100 – PROJECT MANAGEMENT

HDR will work with the City throughout the project to obtain consensus on design issues and other issues and objectives for the project. Specific tasks include:

Task 110 Management Plan / Initiation Meeting

- Subtask 111 – Project Manual. A project manual will be developed to present procedures and scope, schedule, contacts and responsibilities for the project.
 - Schedule: Schedule to be managed by CMAR contractor with HDR providing bid package procurement documents to CMAR contractor.
- Subtask 112 – Initiation Meeting and review meetings. A meeting will be held with key HDR personnel and the City to discuss the project team, proposed schedule, and discuss issues to clarify and establish direction for the individual tasks. The Project Manual review comments will be taken and updates to the Project Manual will be distributed. Progress review meetings will be held in person or via Webex bi-weekly.
- Subtask 113 – Project Management. Project management activities listed to be provided for the duration of pre-design and design activities:
 - Provide project monitoring and reporting
 - Provide resource management and allocation based on project schedules and activities
 - Provide budget and invoice management
 - Provide coordination with owner and subconsultants
 -
 - Conduct periodic team meetings for project coordination
 - Conduct up to two commission information meetings for projects
 - Quality Assurance and Quality Control:
 - Review all work activities and project deliverables for conformance with quality control requirements and project standards. Monitor project activities for potential changes, anticipate changes whenever possible, and with City's approval, modify project tasks and approach to keep the overall project within budget and on schedule.

Deliverable:

- Meeting minutes will be prepared and distributed to City by HDR.
- Commission PowerPoint presentations
- Project management plan
- Invoicing

Task 120 Geotech Coordination

This task includes the preparation of the scope of services for the selection of Geotechnical services. A Geotechnical firm will be contacted to provide services as relevant for the proposed construction as a subcontractor to HDR.

Geotechnical Information to include:

- Rock Profile



- Rock Hardness
- Soil Profile
- Groundwater Elevation
- Request for Construction Recommendation
- Foundation Recommendations
- Soil Corrosivity
- N Values

Deliverable:

- Scope of Services for Geotechnical Service (include in CA contract for QA).

TASK SERIES 200 – 30% PRELIMINARY DESIGN

Objective: HDR will prepare 30% design documents for the City's review and comment for the improvements described in Table No. 1. Drawings will be in 3-D BIM Revit with piping in Civil 3-D.

Task 210 Preliminary Design Drawing Development

- Subtask 211 – General Drawings. The drawings will include the index, symbols, legend, location, and general details for the project.
- Subtask 212– Preliminary Site Piping/Civil: Site Piping, Site Access, civil, landscaping and process schematic sheets will be prepared for site layout, piping and grading improvements.
- Subtask 213 – Preliminary Process Design: Drawings for units, piping, equipment, valves, including plan view, and selected sections, will be developed for the projects defined.
- Subtask 214 – Preliminary Structural Design: Structural drawings for required modifications and new structures will be developed will be developed. Preliminary Plans and select sections will be prepared.
- Subtask 215 – Architectural/Mechanical Design: Architectural drawings for the buildings, including plans and sections will be developed. Mechanical drawings, including HVAC, plumbing, and waste piping for the various units will be developed.
- Subtask 216 – Preliminary Electrical and I/C: Electrical and instrumentation and control drawings will be prepared to define the power and I/C requirements. Instrumentation design will be compatible with the existing City SCADA system.

Task 220 Preliminary Specifications

- Subtask 221 – Table of Contents only. Specific sections will be developed if early procurement is proposed through CMAR collaboration.

Task 230 City Review

- Includes meeting to do visual 3D BIM review with the City.



- Subtask 231 – Review. The documents and construction cost opinion will be reviewed with the City. City comments will be reviewed and incorporated into the documents.

Deliverables for Each Design Package:

- Three half-scale sets of drawings (11” x 17” format) for City and CMAR review and coordination
- Two sets of specifications for City and CMAR review
- Electronic PDF files for drawings and specifications.

TASK SERIES 300 – 60% PRELIMINARY DESIGN

Objective: HDR will prepare 60% design documents for the City’s review and comment for the improvements described in Table No. 1. Drawings will be in 3-D BIM Revit with piping in Civil 3-D.

Task 310 Design Drawing Development

- Subtask 311 – General Drawings. The drawings will include the index, symbols, legend, location, and general details for the project.
- Subtask 312– Site Piping/Civil: Site Piping, Site Access, civil, landscaping and process schematic sheets will be prepared for site layout, piping and grading improvements.
- Subtask 313 – Process Design: Drawings for units, piping, equipment, valves, including plan view, and sections, will be developed for the projects defined
- Subtask 314 – Structural Design: Structural drawings for required modifications and new structures will be developed will be developed. Plans and sections will be prepared.
- Subtask 315 – Architectural/Mechanical Design: Architectural drawings for the buildings, including plans, sections and details will be developed. Mechanical drawings, including HVAC, plumbing, and waste piping for the various units will be developed.
- Subtask 316 – Electrical and I/C: Electrical and instrumentation and control drawings will be prepared to define the lighting, power and I/C requirements. Instrumentation design will be compatible with the existing City SCADA system.

Task 320 Preliminary Specifications

- Subtask 321 – Specification Front-End and Technical Documents. The sections outlining the CMAR bid package requirements and general conditions will be developed.

Task 330 City Review

- Includes meeting to review with the City.
- Subtask 331 – Review. The documents and construction cost opinion will be reviewed with the City. City comments will be reviewed and incorporated into the documents.



Deliverables for CMAR Bid Package:

- Refer to Task 500 for CMAR design phase
- Three half-scale sets of drawings (11" x 17" format) for City and CMAR review
- Two sets of specifications for City and CMAR review.
- Electronic PDF files for drawings and specifications.

TASK SERIES 400 –FINAL DESIGN

Objective: HDR will finalize documents and incorporate the City's and CMAR review comments for the previously described improvements. The documents will be submitted for regulatory review and utilized for the CMAR contractor to develop the GMP.

Task 410 Final Drawing Development

- Subtask 411 – Final Drawings. The drawings to be used for CMAR bid packages will be developed.

Task 420 Technical Specifications

- Subtask 421 –Technical Specifications. Final technical specifications for the various components of the project will be prepared.
- Subtask 422 – Contract Documents for CMAR bid packages. The requirements, general conditions and specification conditions requirements will be prepared. It is anticipated there will be up to 25 separate equipment procurement documents and 6 sets of contract documents.

Task 430 City & Regulatory Reviews

- Subtask 431 – HDR Review. HDR will conduct an internal QA / QC review by senior personnel.
- Subtask 432 – City Review. HDR will submit the drawings, specifications, and contract documents to the City for review and comment. Following City review, a meeting will be held to review documents and address comments.
- Subtask 433 – Review. HDR will submit documents for regulatory agency reviews.

Task 440 Document Submittal

- Subtask 441 –Deliverables. After resolution of review comments, HDR will incorporate the comments into the documents and submit the drawings, specifications, and contract documents to the City for use by the CMAR contractor.
- Subtask 442 – SD DANR Deliverables. HDR will submit the drawings, specifications, and contract documents to the SD DANR. SD DANR will be invited to an interim design meeting so they can become familiar with the project and weigh in on any concerns early.

Deliverables for Each Design Package:

- Three half-size sets of drawings (11" x 17" format) for City and CMAR review.
- Three sets of drawings and specifications for State DANR review.
- Electronic PDF files for drawings and specifications.



TASK SERIES 500 – CMAR SELECTION AND COORDINATION

Objective: CMAR design coordination

Task 510 CMAR Selection/Meetings

- CMAR Selection Services Provided by HDR:
 - Conduct a CMAR Procurement Workshop to discuss procurement documents, meetings, contracts, and proposed schedule.
 - Develop CMAR Request for Qualifications (RFQ) documents, subject to approval by Owner. The RFQ documents will conclude, at a minimum, the Announcement and/or Advertisement of Intent to Request CMAR Qualifications; the RFQ, including selection criteria for shortlisting; and information to assist the Owner in the shortlisting process. Provide (1) electronic copy of draft RFQ to Owner for advertisement.
 - Conduct a pre-submittal meeting(s) for interested respondents. Submit (1) electronic copy of the meeting minutes summarizing all attendees, any questions from respondents and answers provided to respondents.
 - Assist the Owner in response to questions from respondents and publish answers in addenda to RFQ, after review and approval by Owner. Report progress to Owner.
 - Assist Owner in evaluation of CMAR qualifications including review of each submitted Statement of Qualifications (SOQ) for conformance with the RFQ and evaluate each respondent's qualifications for the project. Summarize the information contained in the qualification statements and distribute to Owner. Assist Owner in evaluation of qualifications and in shortlisting up to three CMAR contractors to invite to submit proposals. If necessary, notify all respondents of the Owner's actions on the recommendations for shortlisting.
 - Assist the Owner in development of the draft CMAR contract documents using the CMAA form of agreement or other approved form. The contract documents will include at a minimum:
 - Standard Form of Agreement Between Owner and Construction Manager (CMAA Document CMAR-1) for the following phases:
 - Phase I - CMAR Services through development of GMP
 - Phase II - CMAR Construction Services
 - General Conditions of the Construction Contract (CMAA Document CMAR-3)
 - Any necessary OWNER Insurance Requirements
 - Develop CMAR Request for Proposals (RFP) documents, subject to the Owner's approval. The RFP documents will include, at a minimum, instructions to proposers, including proposal evaluation and selection criteria; the Proposal Form, the Agreement Form, Bond Forms (if required), and General and Special Conditions of the Design-Builder contract.



- Conduct a confidential firm meeting(s) for shortlisted firms. Submit (1) electronic copy of the meeting minutes summarizing all attendees.
- Assist Owner with scheduling and facilitating formal interviews with the short-listed CMAR contractors. Participate on selection committee as non-voting member including support for Owner in evaluation of the CMAR proposals and interviews based on the selection criteria. Provide (1) electronic copy of the Owner deliberations and record votes.
- Assist the Owner in presenting the recommendation to the Commission. Assist the Owner to take appropriate action on the recommendation including facilitating negotiation of the CMAR contract with the selected respondent.
- The CMAR Procurement Phase will be considered complete upon the execution of the CMAR contract by the parties or by the cessation of negotiations by the parties.
- Assumptions:
 - Owner review period of draft deliverables is 2 weeks.
 - Owner will provide CMAR selection criteria.
 - Owner legal will review and provide comment on the draft contract.
 - HDR will participate as a non-voting member of the selection committee, if requested.
- Deliverables:
 - Pre-submittal meeting PowerPoint
 - RFQ
 - RFP
- Administrative kick-off meeting soon after the CMAR Notice to Proceed is issued to review current project documents, issues, and project activities to date. Communication procedures, expectations, and preferences will also be discussed. The CMAR will be given instruction on developing a preliminary construction schedule and budget.
- HDR will participate in an initial partnering meeting with the CMAR, facilitated by an outside member provided by the Owner.
- A mid-project meeting will be conducted following the 60% Progress Submittal to evaluate the working relationships between each team members and to improve relationships by partnering.
- Participate in up to 4 additional in-person meetings as requested by the Owner and the CMAR.
- Participate in monthly coordination conference calls with Owner and the CMAR.

Task 520

Constructability Reviews

- Participate in three constructability reviews with CMAR as follows:
 - Within 2 months of the selection of the CMAR, based on the Schematic Progress Submittal.
 - At the 30% Progress Submittal
 - At the 60% Progress Submittal
 - At the 90% Progress Submittal

- It is assumed CMAR will present review findings and recommendations at each of the design workshops.
- The design team will be made available to discuss issues and respond to CMAR questions via up to three conference calls per review.
- Provide a written response to all constructability review comments from the CMAR.

Deliverables:

- Provide monthly submittals to CMAR to include BIM model and 2-D plans for civil, material and energy balance, electrical one-line and P&ID drawings.

Task 530 Maintenance of Plant Operation

- A written “maintenance of plant operations (MOPO)” plan will be developed by the design team for the construction of the proposed facilities. The MOPO will identify construction issues such as connections to existing plant piping and utilities, facility shutdowns, start-up and testing, and construction sequencing constraints.
- Members of the design team will review the proposed MOPO with the Owner and CMAR and revise as appropriate during the constructability reviews.
- The CMAR will develop the means and methods necessary to complete the construction in compliance with these constraints. The MOPO will also be used by the CMAR in development of an overall construction schedule.

Task 540 Schedule Coordination

- The preliminary schedule and budget will be submitted by CMAR for review by Owner before the Constructability Review on the Schematic Progress Submittal. The schedule and budget will be reviewed, and written comments will be prepared by members of the design team.

Task 550 Construction Cost Estimating and GMP

- Work with CMAR to develop a project work breakdown structure to be used for cost estimating by both the design team and the CMAR.
- The CMAR will develop construction cost estimates using the Schematic, 30% and 60% Progress Submittal documents. The design team will review the detailed estimate and quantity take-off prepared by the CMAR for reasonableness. Critical unit costs, quantities and CMAR assumptions will be compared to the OPCC.
- The CMAR will develop a GMP for construction using a definitive design milestone submittal set by the Owner.
 - The design team will review the detailed estimate and quantity take-off prepared by the CMAR for reasonableness. Critical unit costs, quantities and CMAR assumptions will be compared to the OPCC.
 - Discrepancies will be resolved during GMP negotiations.
- The GMP negotiations will involve the Owner, the Owners Representative, the CMAR, and HDR. Two separate negotiation sessions are assumed. One will occur after the CMAR submits the draft GMP following the defined design milestone and then following the submittal of the revised GMP by the CMAR, as needed.

Task 560 Review of CMAR Deliverables

- The following deliverables will be reviewed:
 - Construction schedule
 - Monthly project planning and scheduling reports to review non-conformances with baseline schedule for the design and construction phases.

- Proposed list of pre-purchase equipment and materials
- Comments on design documents
- Construction management plan, including construction staging locations, manpower and equipment requirements, parking, lay-down areas, quality control program, safety program, risk management program, and procurement plan for obtaining subcontractor bids and quotations for materials and equipment. Proposed staging locations, parking areas, lay-down areas and safety program must each be approved by Owner prior to being implemented.
- Pre-qualification of subcontractors
- Cost Estimate
- Schematic, 60% and Draft and Final GMP and budgetary quotes
- Provide a written response to all deliverables from the CMAR.

Task 570 Bid Package Assistance

- HDR shall receive and respond to CMAR contractor questions during the bidding of packages phase of the contract. HDR will assemble responses as appropriate to interpret, clarify or expand the Contract Documents.
- Coordinate bid package development and production with CMAR. Assumes up to a total of four (4) separate bid packages
- Coordinate with CMAR and provide answers to applicable bid package questions. Assumes up to four (4) separate question and answer sessions for each bid package.
- Coordinate with CMAR and provide addendum changes to bid package documents. Assumes up to two (2) separate addendums for each bid package.
- Review bid proposals received for technical content as well as cost component. Assumes up to four (4) proposals for each bid package.
- Attend three (3) meetings to review and score bid proposals.

DELIVERABLES

- Prepare Conforming to Bid documents to address changes from Final Design up to three (3) bid packages.

City Involvement:

- Assist in review and recommendations for bid packages.

TASK SERIES 600 – CONSTRUCTION ADMINISTRATION

Task 610 Pre-Construction Conference

- Schedule, facilitate, and assist OWNER in conducting a pre-construction conference with the Construction Manager At Risk (CMAR) and all interested parties.
- Prepare minutes of the meeting and distribute to all attending parties.
- Confirm requirements are met by CMAR such as notice to proceed, permits licenses, etc.,
- This meeting will clarify communications channels, identify project procedures and clarify requirements.

Task 620 Construction Engineering

- Review schedule of values, shop drawings, O&M manuals, construction schedule, test results, SWPPP inspection reports, and other submittals that the CMAR is



required to submit to show conformance with the contract specifications. Provide OWNER and CMAR access to Newforma shop drawing tracking software.

- Coordinate pre-construction photos and videos with CMAR.
- During construction, HDR design engineers will make monthly visits to the project to observe the progress and quality of work, to advise the City on work progress and quality and to make recommendations on acceptability of the work. HDR will complete daily reports when on-site and will record construction activities using cameras.
- Review applications for payment for mathematical accuracy, to verify stored materials and work in place, and provide recommendations to OWNER.
- Consult with OWNER and act as professional engineering representative in dealing with the CMAR, utilities, cities, and regulatory agencies. Address citizen complaints in conjunction with OWNER, and direct CMAR to resolve the complaints. Respond to Requests for Information (RFI's), issue Field Orders (FO's) or Work Changes Directives (WCD's) to CMAR after consultation/approval by OWNER. Review all Change Orders (CO's) with OWNER and provide recommendations. Issue accepted COs for CMAR and OWNER approval.
- Establish and maintain Newforma session during construction to track FO's, RFI's, and CO's.
- Attend and facilitate the following progress meetings with the CMAR and OWNER as required by the type of work to be performed.

TITLE	LOCATION	FREQUENCY
CMAR Kickoff	Yankton WTP	1
Pre-Construction Meetings	Yankton WTP	1
Construction Phase Meetings	Yankton WWTP	Monthly – 30 meetings

Meeting minutes to be prepared by CMAR and reviewed by Engineer.

- HDR will review and comment on up to 200 shop drawings, O&M manuals, equipment diagrams, material samples, test results and other data the contractor submits. HDR places special emphasis on this task to ensure that products are provided as specified or shown on the drawings. HDR will furnish the City with two sets of shop drawing records for their files. A shop drawing log will be maintained documenting the schedule and status of shop drawings. The City will be provided a PDF of the approved Shop Drawings.
- HDR will respond to up to 100 CMAR Contractor requests for information (RFI's) and maintain a log and written documentation of responses.
- HDR will assist the CMAR Contractor in coordinating construction activities with operation of the existing plant to ensure that discharge requirements are met throughout the construction period and to ensure that the needs of the operating staff are met.
- HDR will conduct interim inspections to verify contractor payment requests and to provide a deficiency list to the contractor for work completion.



Task 630 As-Recorded Drawings

- Coordinate with CMAR to provide digital data in a format provided by OWNER to allow Engineer to update OWNER’s asset management system with asset inventory data for all new or applicable assets.
- HDR will coordinate the preparation of final record drawings, which conform to construction records. HDR will furnish the CMAR Contractor with a full-size copy of the project drawings for recording construction information.
- Progress payment processing will be predicated upon the status of the Contractor’s record drawings. HDR will submit to the City the final approved product. HDR will provide the City with the record drawings on full size reproducible sheets as well as one set of record drawings in electronic format in PDF. These drawings will be based on construction records from the CMAR Contractor, resident project representative, and City.

Task 640 Construction Contract Close-Out

- Conduct an initial inspection with OWNER, CMAR, and HDR personnel to determine if the project has reached Substantial Completion and submit to the CMAR a list of items requiring completion/correction. Provide OWNER with value of new buildings, structures and equipment for risk management purposes.
- Advise OWNER when the project has reached Final Completion. Conduct an inspection with OWNER, CMAR, any federal and state agencies having jurisdiction and HDR personnel to verify status. Submit a recommendation for final acceptance of the project to OWNER. HDR will provide a declaration of construction completion in accordance with SD DANR requirements.

Deliverables:

- Pre-construction Conference meeting minutes.
- Submittal review comment letters responding to contractors’ submittals.
- Construction meeting minutes.
- Field logs including daily reports.
- Responses to requests for information.
- Response to contract change proposals.
- Contract change orders.
- Deficiency punch lists.
- Final recommendation for payment and contract closeout.
- Record drawings.
- Hyperlinked document to O&M submittal pdfs. Submittals will be accessible during construction on HDR Newforma program.

City Involvement:

- Participate in pre-construction conference.
- Participate in construction meetings.
- Coordinate plant operations with HDR and general contractor.

Task 650 Construction Observation

HDR’s project manager will visit the site during construction on a monthly basis as a minimum and will be available for on-site construction management during critical points



during construction. **Note: Resident Project Representative Work is included as Time and Materials.**

Site Resident Project Representative

- Provide resident observation (Construction inspection hours have been included strictly based on 5200 hours. Actual effort will be impacted by the Contractor's schedule and actual observation requirements.) to observe the construction to confirm compliance with the Contract Documents. Report to OWNER/CMAR any non-conforming work. Typical duties and responsibilities of the resident project representative (RPR) are outlined in Exhibit A attached.
- HDR will coordinate and monitor construction, equipment installation and process piping to be performed by the construction contractor as required by construction project documents.

TASK SERIES 700 – PROJECT STARTUP, O&M, AND TRAINING

Task 710 Project Startup

- A start-up and training program will be submitted to the City three weeks in advance of critical activities. Startup assistance will consist of assisting CMAR and Equipment Manufacturer in startup of each major facility group. After review and comment by the City, the program will be initiated by HDR engineers. HDR will work with the City to make appropriate adjustments to the program to best match City needs. Training will consist of supplementing manufacturers' component specific training with broader focus on system operation.
- HDR will utilize an in-house operations specialist to develop any required training program consistent with the City's needs and in conformance with the requirements of the SD DANR.
- A four-hour classroom training session on project process design, control, and operation will be conducted with City operations staff. This will be in addition to specific equipment training to be provided by the CMAR and equipment manufacturers.

Task 720 Equipment and Systems Startup

Startup assistance will consist of assisting CMAR and Equipment Manufacturer in startup of each major facility group. HDR will coordinate and monitor equipment checkout and start up training sessions for key equipment items to be performed by the CMAR contractor and subcontractors as required by construction project documents.

Task 730 Operations and Maintenance Manual Update

HDR will provide updates to the existing PDF O&M Manuals for Incorporation of the Improvements. The content and format of the revisions to the manual will be developed in consultation with City staff and in accordance with SD DANR requirements. HDR will submit the updated PDF O&M manual to SD DANR for approval as required.

Deliverables:

- Start-up and training program materials.
- Classroom training.
- HDR O&M staff to train on operations and maintenance programming for replacement plan for the items installed with this project.
- Word Document for Operations and Maintenance Manual.



City Involvement:

- Participate in training sessions.
- Review and comment on O&M Manual.

ASSUMPTIONS

1. Pending finalizing the scope for these items, a placeholder fee has been included for the following:
 - a. Geological testing for the new structures.
 - b. Special Inspections for the new structures
2. Construction inspection hours have been included strictly based on time and material based on noted working days.

The Scope of Work defined above and outlined in this Exhibit does not include the following:

1. Wetlands Survey
2. Archaeological Survey
3. Land/Easement Acquisition

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

Prepared by



As Modified by the Parties Hereto (all changes shown in redline/strike-out format)

Copyright© 2020

National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

The copyright for this EJCDC document is owned jointly by the three sponsoring organizations listed above. The National Society of Professional Engineers is the Copyright Administrator for the EJCDC documents; please direct all inquiries regarding EJCDC copyrights to NSPE.

The use of this document is governed by the terms of the License Agreement for the 2020 EJCDC® Engineering Series Documents.

NOTE: EJCDC publications may be purchased at www.ejcdc.org, or from any of the sponsoring organizations above.

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

TABLE OF CONTENTS

Article 1— Services Of Engineer	2
1.01 Scope.....	2
Article 2— Owner’s Responsibilities.....	2
2.01 Project Information	2
2.02 Owner’s Instructions Regarding Bidding/Proposal and Front-End Construction Contract Documents.....	3
2.03 Owner-Furnished Services	4
2.04 Owner’s General Responsibilities	5
2.05 Payment.....	6
Article 3— Schedule For Rendering Services.....	6
3.01 Commencement	6
3.02 Time for Completion.....	6
Article 4— Invoices And Payments.....	6
4.01 Invoices	6
4.02 Payments	7
Article 5— Opinions Of Cost	7
5.01 Opinions of Probable Construction Cost	7
5.02 Opinions of Total Project Costs	7
Article 6— General Considerations	7
6.01 Standards of Performance	7
6.02 Ownership and Use of Documents	9
6.03 Electronic Transmittals	11
6.04 Insurance	11
6.05 Suspension and Termination	13
6.06 Successors, Assigns, and Beneficiaries	14
6.07 Dispute Resolution.....	15
6.08 Controlling Law; Venue.....	15
6.09 Environmental Condition of Site.....	15
6.10 Indemnification and Mutual Waiver.....	16
6.11 Records Retention	17
6.12 Miscellaneous Provisions.....	17
Article 7— Definitions.....	18
7.01 Defined Terms.....	18
Article 8— Exhibits And Special Provisions.....	23
8.01 Exhibits to Agreement	23
8.02 Total Agreement	23
8.03 Designated Representatives	24
8.04 Engineer’s Certifications	24
8.05 Conflict of Interest	24

EXHIBIT A—ENGINEER’S SERVICES	1
EXHIBIT C—AMENDMENT TO OWNER-ENGINEER AGREEMENT	1
EXHIBIT D—DUTIES, RESPONSIBILITIES, AND LIMITATIONS OF AUTHORITY OF RESIDENT PROJECT REPRESENTATIVE	1
Article 1— Resident Project Representative SERVICES	1
1.01 Resident Project Representative	1
1.02 Duties and Responsibilities of RPR	1
1.03 Limitations of Authority.....	5
EXHIBIT E—EJCDC® C-626, NOTICE OF ACCEPTABILITY OF WORK	1
EXHIBIT F—ELECTRONIC DOCUMENTS PROTOCOL (EDP).....	1
Article 1— ELECTRONIC DOCUMENTS PROTOCOL (EDP).....	1
1.01 Electronic Documents Protocol	1
EXHIBIT F—ATTACHMENT 1: SOFTWARE REQUIREMENTS FOR ELECTRONIC DOCUMENT EXCHANGE.....	1
EXHIBIT G—INSURANCE.....	1
Article 1— INSURANCE	1
1.01 Insurance Policies and Limits.....	1
1.02 Additional Insureds.....	2
EXHIBIT H—DISPUTE RESOLUTION - Not Used.....	1
EXHIBIT I—LIMITATIONS OF LIABILITY.....	1
Article 1— limitations of liability	1
1.01 Limitation of Engineer’s Liability.....	1
COMPENSATION PACKET BC-2: BASIC SERVICES—STANDARD HOURLY RATES.....	1
Article 1— COMPENSATION PACKET BC-2: BASIC SERVICES—STANDARD HOURLY RATES.....	1
1.01 Compensation for Basic Services (other than Resident Project Representative)—Standard Hourly Rates Method of Payment	1
1.02 Compensation for Reimbursable Expenses	2
1.03 Other Provisions Concerning Payment.....	2
COMPENSATION PACKET RPR-2: RESIDENT PROJECT REPRESENTATIVE—STANDARD HOURLY RATES	1
Article 2— COMPENSATION PACKET RPR-2: RESIDENT PROJECT REPRESENTATIVE—STANDARD HOURLY RATES	1
2.01 Compensation for Resident Project Representative Services—Standard Hourly Rates Method of Payment.....	1
COMPENSATION PACKET AS-1: ADDITIONAL SERVICES—STANDARD HOURLY RATES.....	1
Article 3— COMPENSATION PACKET AS-1: ADDITIONAL SERVICES—STANDARD HOURLY RATES.....	1
3.01 Compensation for Additional Services—Standard Hourly Rates Method of Payment.....	1
APPENDIX 1: REIMBURSABLE EXPENSES SCHEDULE	1
APPENDIX 2: STANDARD HOURLY RATES SCHEDULE	1

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

This is an Agreement between **City of Yankton, South Dakota** (Owner) and **HDR Engineering, Inc.** (Engineer). Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as **Wastewater Treatment Plant Improvement Project** (Project). Other terms used in this Agreement are defined in Article 7.

Engineer's services under this Agreement are generally identified as by following project areas to be completed as a Construction Manager At Risk (CMAR) construction project.

- 1 Rehabilitate Inlet Building
- 2 Rehabilitate Odor Control Building
- 3 New Primary Meter & Splitter
- 4 New Primary Clarifier Mechanisms
- 5 Primary Sludge Draw-off Improvements
- 6 New Blowers in Aeration Building
- 7 Rehabilitate Aeration Basins
- 8 New Secondary Clarifiers
- 9 Standby Secondary Clarifier Demolition
- 10 Secondary Sludge Draw-off Structure Demolition
- 11 Solids Balancing Tank Demolition
- 12 Sludge Digester Building Rehabilitation and Addition
- 13 Gravity Belt Thickening Building Rehabilitation
- 14 New UV Building
- 15 Miscellaneous Laboratory/Control Building Improvements
- 16 Pump Building Nonpotable pumping improvements and Miscellaneous Demolition
- 17 Laboratory/Control Building Submersible Pump Station Rehabilitation
- 18 Building Drainage Submersible Pump Station Rehabilitation
- 19 Sludge Lagoon Power and Submersible Pump Station Rehabilitation
- 20 Maintenance Building Improvements and Addition
- 21 Site Grading and Site Piping Work
- 22 Plant Drain Pump Station and WAS Storage Basin

Owner and Engineer further agree as follows:

ARTICLE 1—SERVICES OF ENGINEER

1.01 Scope

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.
- B. All phases of service will include Management of Engineering Services as shown in Exhibit A.

ARTICLE 2—OWNER’S RESPONSIBILITIES

2.01 Project Information

- A. To the extent Owner has not already provided the following, or has new, additional, or revised information from that previously provided, Owner shall provide Engineer with information and data needed by Engineer in the performance of Basic and Additional Services, including Owner’s:
 - 1. design objectives and constraints;
 - 2. space, capacity, and performance requirements;
 - 3. flexibility and expandability needs;
 - 4. design and construction standards;
 - 5. budgetary limitations; and
 - 6. any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
- B. Following Engineer’s assessment of initially-available Project information and data and upon Engineer’s request, Owner shall obtain, furnish, or otherwise make available (if necessary through retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services; or, with consent of Engineer, Owner may authorize the Engineer to obtain or provide all or part of such additional information as Additional Services. Such additional information or data may include the following:
 - 1. Property descriptions.
 - 2. Zoning, deed, and other land use restrictions.
 - 3. Surveys, topographic mapping, and utility documentation.
 - 4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 - 5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; appropriate professional interpretation of such information or data.

6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
 7. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- C. Owner shall examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
 - D. Owner shall furnish to Engineer data as to Owner's anticipated costs for services to be provided to Owner by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) so that Engineer may assist Owner in collating the various cost categories that comprise Total Project Costs.
 - E. Owner shall advise Engineer if any invention, design, process, product, or device that Owner has requested, required, or recommended for inclusion in the Drawings or Specifications will be subject to payment (whether by Owner or Contractor) of any license fee or royalty to others, as required by patent rights or copyrights.
 - F. Owner shall inform Engineer as to whether Engineer's assistance is requested with respect to Owner's evaluation of the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
 - G. Owner shall inform Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
- 2.02 Owner's Instructions Regarding Bidding/Proposal and Front-End Construction Contract Documents
- A. Owner shall give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable) and Owner's construction contract practices and requirements, and furnish to Engineer (or give specific directions requesting Engineer to use copies already in Engineer's possession) the following:
 1. Owner's standard contract forms, general conditions (if other than the current edition of EJCDC® C-700, Standard General Conditions of the Construction Contract), supplementary conditions, text, and related documents and content for Engineer to include in the draft Bidding/Proposal Documents, and in draft Front-End Construction Contract Documents;
 2. insurance and bonding requirements;
 3. protocols for electronic transmittals during bidding and construction;
 4. Owner's safety and security programs applicable to Contractor and other Constructors;
 5. diversity and other social responsibility requirements;
 6. bidding and contract requirements of funding, financing, or regulatory entities;

7. other specific conditions applicable to the procurement of construction or contract documents;
 8. any other information necessary for Engineer to assist Owner in preparing its Bidding/Proposal Documents and Front-End Construction Contract Documents.
- B. Owner shall have responsibility for the final content of (1) such Bidding/Proposal Documents, and (2) such Front-End Construction Contract Documents, other than content furnished by Engineer concerning the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters.
1. Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
- C. If there will be an advertisement soliciting bids for construction, Owner shall place and pay for such advertisement.

2.03 Owner-Furnished Services

- A. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, Owner shall obtain, as required for the Project:
1. Accounting, bond and financial advisory services (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 2. Legal services, including attorney review of proposed Construction Contract Documents, legal services required by Owner, legal services needed as a result of issues raised by Contractor, and Project-related legal services reasonably requested by Engineer.
 3. Auditing services, including those needed by Owner to ascertain how or for what purpose Contractor has used money paid to it.
- B. Owner shall provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Owner shall provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
- C. Owner shall acquire or arrange for acquisition of the Site(s) and any temporary or permanent rights of access, easements, or property rights needed for the Project.
- D. With respect to the portions or phases of the Project designed or specified by Engineer, Owner shall provide, obtain, or arrange for:
1. all required reviews, approvals, consents, and permits from governmental authorities having jurisdiction, and
 2. such reviews, approvals, and consents from others as may be necessary for completion of each portion or phase of the Project.

- E. Owner may delegate to Contractor or others the responsibilities set forth in Paragraphs 2.03.C and D.

2.04 Owner's General Responsibilities

- A. Owner shall inform Engineer of the policies, procedures, and requirements of Owner that are applicable to Engineer's performance of services under this Agreement.
- B. Owner shall provide Engineer with Owner's budget for the Project, including type and source of funding to be used, and will promptly inform Engineer if the budget or funding sources change.
- C. Owner shall inform Engineer in writing of any safety or security programs that are applicable to the personnel of Engineer, its Subconsultants, and Engineer's Subcontractors, as they visit the Site or otherwise perform services under this Agreement.
- D. Owner shall arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under this Agreement.
- E. Owner shall provide necessary direction and make decisions, including prompt review of Engineer's submittals, and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance of its services.
- F. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- G. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
 - 1. any development that affects the scope or time of performance of Engineer's services;
 - 2. the presence at the Site of any Constituent of Concern; or
 - 3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.
- H. Owner shall advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- I. If Owner designates a construction manager, site representative, or any individual or entity other than, or in addition to, Engineer to represent Owner at the Site, Owner shall define and set forth as an exhibit to this Agreement the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- J. Owner shall:

1. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
2. Primarily communicate with Engineer's Subcontractors and Subconsultants through the Engineer.
 - a. Promptly inform Engineer of the substance of any communications between Owner and Engineer's Subcontractors or Subconsultants.
 - b. Refrain from directing the services of Engineer's Subcontractors or Subconsultants.
3. Authorize Engineer to provide Additional Services as set forth in Article 2 of Exhibit A of the Agreement, as required.

2.05 Payment

- A. Owner shall pay Engineer as set forth in Article 4 and Exhibit J.

ARTICLE 3—SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

- A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 Time for Completion

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit B, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, will be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, will be adjusted equitably.
- D. If Engineer fails, for reasons within control of Engineer, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages to the extent, if any, resulting from such failure by Engineer.

ARTICLE 4—INVOICES AND PAYMENTS

4.01 Invoices

- A. Preparation and Submittal of Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices, the progress reporting and special invoicing requirements (if any) in Exhibit A Paragraph 1.01.A, and the terms of Exhibit J. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 Payments

- A. Application to Interest and Principal: Payment will be credited first to any interest owed to Engineer and then to principal.
- B. Disputed Invoices: If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so; may withhold only that portion so disputed; and must pay the undisputed portion, subject to the terms of Paragraph 4.01. After a disputed item has been resolved, Engineer shall include the agreed-upon amount on a new invoice.
- C. Failure to Pay: If Owner fails to make any undisputed payment due Engineer within 30 days after receipt of Engineer's invoice, then:
 - 1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and
 - 2. Engineer may, after giving 7 days' written notice to Owner, suspend services under this Agreement until Owner has paid in full amounts due. Owner waives any and all claims against Engineer for any such suspension.
- D. Sales or Use Taxes: If after the Effective Date any governmental entity takes an action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement will be in addition to the compensation to which Engineer is entitled under the terms of Exhibit J.

ARTICLE 5—OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

- A. Engineer's opinions of probable Construction Cost (if any) are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 Opinions of Total Project Costs

- A. The services, if any, of Engineer with respect to Total Project Costs will be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6—GENERAL CONSIDERATIONS

6.01 Standards of Performance

- A. Standard of Care: The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily

used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.

- B. Technical Accuracy: Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. Engineer's Subcontractors and Subconsultants: Engineer may retain such Engineer's Subcontractors and Subconsultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. Reliance on Others: Subject to the standard of care set forth in Paragraph 6.01.A, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. Compliance with Laws and Regulations, and Policies and Procedures
 - 1. Engineer and Owner shall comply with applicable Laws and Regulations.
 - 2. Engineer shall comply with the policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date to Laws and Regulations,
 - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures, and
 - c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. General Conditions of Construction Contract: The general conditions for any Construction Contract Documents prepared hereunder are to be the current edition of EJCDC® C-700, Standard General Conditions of the Construction Contract, prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise.
- G. Copies of Drawings and Specifications: If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one complete electronic copy of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations, and one complete printed copy, duly signed and sealed.
- H. Engineer shall not be required to sign any document, no matter by whom requested, that would result in Engineer having to certify, guarantee, or warrant conditions whose existence Engineer cannot ascertain within the authorized scope of Engineer's services. Owner agrees

not to make resolution of any dispute with Engineer or payment of any amount due to Engineer in any way contingent upon Engineer signing any such document.

- I. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- J. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- K. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer.
- L. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- M. Engineer's services do not include providing legal advice or representation.
- N. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- O. While at the Site, Engineer, its Subconsultants, and Engineer's Subcontractors, and their employees and representatives will comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 Ownership and Use of Documents

- A. All Documents are instruments of service, and Engineer owns the Documents, including all associated copyrights and the right of reuse at the discretion of the Engineer, subject to the following provisions:
 - 1. Upon receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents and subject to the express exclusions that follow, Engineer and any Subconsultants will grant to Owner the ownership of the Documents, including all associated copyrights and the right of reuse.
 - 2. When requested by Owner, Engineer will perform any clerical or administrative acts reasonably necessary to confirm or record the transfer of Engineer's interests in the Documents to the Owner, and Owner will reimburse the Engineer for its costs to comply with the transfer request.

3. Engineer shall have and retain the ownership, title, and property rights, including copyright, patent, intellectual property, and common law rights, in any design elements (including but not limited to standard details, drawings, plans, specifications, methodologies, and engineering computations) used in the Documents, but developed by Engineer or its Subconsultants previous to or independent of this Agreement (“Previously/Independently Created Works”). Engineer shall provide appropriate verification of such previous or independent development upon Owner’s request.
 4. Upon receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, Engineer will issue to Owner a royalty-free, nonexclusive and irrevocable license to use such Previously/Independently Created Works on the Project or on any extension of the Project.
 5. Owner acknowledges that the Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer.
 6. Any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner’s sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants.
 7. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Subconsultants from all claims, damages, losses, and expenses, including attorneys’ fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer.
 8. Such limited license to Owner shall not create any rights in third parties.
 9. Nothing herein limits the Engineer’s right of use or reuse of Previously/Independently Created Works or any of Engineer’s non-Document work product.
- B. If Engineer at Owner’s request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.
- C. Engineer shall inform Owner if Engineer is aware of any invention, design, process, product, or device specified in the Drawings, Specifications, or other Documents that is subject to payment (whether by Owner or Contractor) of any license fee or royalty to others, as required by patent rights or copyrights. If Engineer’s good-faith inclusion in the Drawings, Specifications, or other Documents of new, innovative, or non-standard technologies, for the benefit of Owner and the Project, results in third-party claims of infringement or violation of intellectual property rights, then Owner and Engineer shall share equally the costs of defending against, settling, or paying such claims.
- D. Engineer will obtain Owner’s consent, which will not be unreasonably withheld, prior to releasing any publicity, including news and press releases, promotional publications, award and prize competition submittals, and other advertising regarding the subject matter of this Agreement. Nothing herein will limit the Engineer’s right to include information in

statements of qualifications and proposals to others accurately describing its participation and participation of employees in the Project.

6.03 Electronic Transmittals

- A. To the fullest extent practical, Owner and Engineer agree to transmit, and accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with Exhibit F, Electronic Documents Protocol (EDP).
 - 1. Compliance with the EDP by Engineer shall be considered a Basic Service and no direct or separate compensation will be paid to Engineer for such compliance, unless provisions for separate compensation are expressly set forth in the EDP.
 - 2. Engineer's costs directly attributable to changes in Engineer's Electronic Documents obligations, after the effective date of this Agreement, necessitated by revisions to Exhibit F, delayed adoption of Exhibit F, or implementation of other Electronic Documents protocols, will be compensated as Additional Services.
- B. If this Agreement does not include Exhibit F or otherwise does not establish or include protocols for transmittal of Electronic Documents by Electronic Means, then Owner and Engineer may operate without specific protocols or may jointly develop such protocols at a later date.
- C. Except as stated otherwise in Exhibit F (if included in this Agreement), when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents, or from those established in applicable protocols.
- D. This Agreement (including the EDP) is not intended to create obligations for Owner or Engineer with respect to transmittals to or from third parties, except as expressly stated in the EDP.

6.04 Insurance

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G.
- B. Additional Insureds: The Engineer's commercial general liability, automobile liability, and umbrella or excess liability policies, must:
 - 1. include and list as additional insureds Owner, and any individuals or entities identified as additional insureds in Exhibit G;
 - 2. include coverage for the respective officers, directors, members, partners, and employees of all such additional insureds;
 - 3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations); and
 - 4. not seek contribution from insurance maintained by the additional insured.
- C. Owner shall procure and maintain insurance as set forth in Exhibit G.

- D. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer, its Subconsultants, and Engineer's Subcontractors to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project. Owner shall give Engineer access to any certificates of insurance and copies of endorsements and policies obtained by Owner from Contractor.
- E. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates must be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
 - 1. Upon request by Owner or any other insured, Engineer shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subconsultants and Engineer's Subcontractors. In any documentation furnished under this provision, Engineer may redact (a) any confidential premium or pricing information and (b) any wording specific to projects or jurisdictions other than those applicable to this Agreement.
- F. All construction contracts entered into by Owner with respect to the Project must require builder's risk or similar property insurance.
- G. All policies of property insurance relating to the Project, including but not limited to any builder's risk or similar policy, must allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer, its Subconsultants, or Engineer's Subcontractors. Owner and Engineer waive all rights against each other, Contractor, Engineer's Subcontractors and Subconsultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any such builder's risk or similar policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.
- H. All policies of insurance must contain a provision or endorsement that the coverage afforded will not be canceled, and that renewal will not be refused, until at least 10 days' prior written notice has been given to the primary insured. Upon receipt of such notice, the primary insured must promptly forward a copy of the notice to the other party to this Agreement and replace the coverage being cancelled or reduced to conform to the requirements of this Agreement.
- I. At any time, Owner may request that Engineer, or Engineer's Subcontractors or Subconsultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require Engineer's Subcontractors or Subconsultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.05 Suspension and Termination

A. Suspension

1. By Owner: Owner may suspend Engineer's services for up to 90 days upon 7 days' written notice to Engineer.
2. By Engineer: Engineer may, after giving 7 days' written notice to Owner, suspend services under this Agreement:
 - a. if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraphs 4.02.B and 4.02.C;
 - b. in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.09.D; or
 - c. if persistent circumstances beyond the control of Engineer have prevented it from performing its obligations under this Agreement.

B. Termination for Cause

1. Either party may terminate the Agreement for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement, through no fault of the terminating party.
 - a. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.05.B.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. In addition to its termination rights in Paragraph 6.05.B.1, Engineer may terminate this Agreement for cause upon 7 days' written notice:
 - a. if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional;
 - b. if Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control; or
 - c. as the result of the presence at or adjacent to the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.09.E.
3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.

C. Termination for Convenience: Owner may terminate this Agreement for convenience, effective upon Engineer's receipt of notice from Owner.

D. Extension of Effective Date of Termination: If Owner terminates the Agreement for cause or convenience, Owner may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the

Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files. Engineer shall be entitled to compensation for such tasks.

- E. Payments Upon Termination: In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.02.A.
 - 1. If Owner has terminated the Agreement for cause and disputes Engineer's entitlement to compensation for services and reimbursement of expenses, then Engineer's entitlement to payment and Owner's rights to the use of the Documents will be resolved in accordance with the dispute resolution provisions of this Agreement or as otherwise agreed in writing.
 - 2. If Owner has terminated the Agreement for convenience, or if Engineer has terminated the Agreement for cause, then Engineer will be entitled, in addition to the payments identified above, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Subcontractors or Subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit J.

6.06 Successors, Assigns, and Beneficiaries

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.06.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, claims arising out of this Agreement or money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
 - 1. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 - 2. Nothing in this Agreement will be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
 - 3. Owner agrees that the substance of the provisions of this Paragraph 6.06.C will appear in the Construction Contract Documents.

6.07 Dispute Resolution

- A. Unless otherwise required by Exhibit H, Owner and Engineer shall resolve all disputes in the following manner:
1. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice, prior to invoking mediation.
 2. Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof (“Disputes”) to mediation. Owner and Engineer agree to participate in the mediation process in good faith. The process will be conducted on a confidential basis, and must be completed within 120 days.
 3. If the parties fail to resolve a Dispute through negotiations under Paragraph 6.07.A.1 or mediation under Paragraph 6.07.A.2, then:
 - a. either or both may invoke the applicable dispute resolution procedures of Exhibit H for final resolution of Disputes.
 - b. If Exhibit H is not included, or if no final dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.08 Controlling Law; Venue

- A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.
- B. Venue for any exercise of rights at law will be the state court having jurisdiction at the location of the Project; or at the choice of either party, and if federal jurisdictional requirements can be met, in federal court in the district in which the Project is located.

6.09 Environmental Condition of Site

- A. Owner represents to Engineer that, as of the Effective Date, to the best of Owner’s knowledge, no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. Undisclosed Constituents of Concern: For purposes of this Paragraph 6.09, the presence at or adjacent to the Site of Constituents of Concern that were not disclosed to Engineer pursuant to Paragraph 6.09.A, in such quantities or circumstances that such Constituents of Concern may present a danger to persons or property exposed to them, will be referred to as “undisclosed” Constituents of Concern.
1. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of this Agreement or the Construction Contract, are not undisclosed Constituents of Concern.
 2. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under this Agreement are not undisclosed Constituents of Concern.
 3. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under another professional services contract for Owner, or as part of the work under a construction or remediation contract, are not

undisclosed Constituents of Concern if Engineer has been informed of the general scope of such contract.

- C. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate authorities having jurisdiction if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- D. It is acknowledged by both parties that Engineer's scope of services does not include any services related to undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, or if encountered, uncovered, or revealed Constituents of Concern are present in substantially greater quantities or substantially different locations than disclosed or anticipated, or if investigative or remedial action, or other professional services, are necessary or required by applicable Laws and Regulations with respect to such Constituents of Concern, then Engineer may, at its option and without liability for direct, consequential, or any other damages, suspend performance of services on the portion of the Project adversely affected thereby until such portion of the Project is no longer so affected; and Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- E. If the presence at the Site of undisclosed Constituents of Concern, or of Constituents of Concern in substantially greater quantities or in substantially different locations than disclosed or anticipated, adversely affects the performance of Engineer's services under this Agreement, then:
 - 1. if the adverse effects do not preclude Engineer from completing its Project services in general accordance with this Agreement on unaffected or marginally affected portions of the Project, Engineer may accept an equitable adjustment in its compensation or in the time of completion, or both; and the Agreement will be amended to reflect changes necessitated by the presence of such Constituents of Concern; or
 - 2. if the adverse effects are of such materiality to the overall performance of Engineer that it cannot complete its services without significant changes to the scope of services, time of completion, and compensation, then Engineer may terminate this Agreement for cause on 7 days' written notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and will not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.10 Indemnification and Mutual Waiver

- A. Indemnification by Engineer: To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused

by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, Subconsultants, or Engineer's Subcontractors. This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."

- B. Environmental Indemnification: To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer, its Subconsultants, Engineer's Subcontractors, and their officers, directors, members, partners, agents, employees, and subconsultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorney's fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that:
 - 1. any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and
 - 2. nothing in this paragraph obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- C. No Defense Obligation: The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- D. Percentage Share of Negligence: To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, will not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- E. Mutual Waiver: To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's officers, directors, members, partners, agents, employees, subconsultants, and insurers, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes. Such excluded damages include but are not limited to loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; and cost of capital.

6.11 Records Retention

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, or such other period as required by Laws and Regulations, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.12 Miscellaneous Provisions

- A. Notices: Any notice required under this Agreement will be in writing, and delivered: in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line. All such notices are effective upon the date of receipt.

- B. Survival: Subject to applicable Laws and Regulations, all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. Severability: Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Engineer.
- D. No Waiver: A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Agreement.
- E. Accrual of Claims: To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement will be deemed to have accrued, and all statutory periods of limitation will commence, no later than the date of Substantial Completion; or, if Engineer's services do not include Construction Phase services, or the Project is not completed, then no later than the date of Owner's last payment to Engineer.
- F. Operational Technology Systems: Owner agrees that the effectiveness of operational technology systems ("OT Systems") and features designed or recommended by Engineer are dependent upon Owner's continued operation and maintenance of the OT Systems in accordance with all standards, best practices, laws, and regulations that govern the operation and maintenance of the OT Systems. Owner shall be solely responsible for operating and maintaining the OT System in accordance with applicable industry standards (i.e. ISA, NIST, etc.) and best practices, which generally include but are not limited to, cyber security policies and procedures, documentation and training requirements, continuous monitoring of assets for tampering and intrusion, periodic evaluation for asset vulnerabilities, implementation and update of appropriate technical, physical, and operational standards, and offline testing of all software/firmware patches/updates prior to placing updates into production. Additionally, Owner recognizes and agrees that OT Systems are subject to internal and external breach, compromise, and similar incidents. Security features designed or recommended by Engineer are intended to reduce the likelihood that OT Systems will be compromised by such incidents. However, Engineer does not guarantee that Owner's OT Systems are impenetrable and Owner agrees to waive any claims against Engineer resulting from any such incidents that relate to or affect Owner's OT Systems.

ARTICLE 7—DEFINITIONS

7.01 Defined Terms

- A. Wherever used in this Agreement (including the exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
 - 1. Addenda—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
 - 2. Additional Services—The services to be performed for or furnished to Owner by Engineer in accordance with Article 2 of Exhibit A of this Agreement.

3. Agreement—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
4. Application for Payment—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
5. Basic Services—The services to be performed for or furnished to Owner by Engineer in accordance with Article 1 of Exhibit A of this Agreement.
6. Bidding/Proposal Documents—Documents related to the selection of the Contractor, including advertisements or invitations to bid; requests for proposals; instructions to bidders or proposers, including any attachments such as lists of available Site-related documents; bid forms; bids; proposal forms; proposals; bidding requirements; and qualifications documents.
7. Change Order—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
8. Change Proposal—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
9. Constituents of Concern—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
10. Construction Contract—The entire and integrated written contract between Owner and Contractor concerning the Work.
11. Construction Contract Documents—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract. See also definition of “Front-End Construction Contract Documents” below.
12. Construction Contract Price—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
13. Construction Contract Times—The number of days or the dates by which Contractor must: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.

14. Construction Cost—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner’s costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
15. Constructor—Any person or entity (not including the Engineer, its employees, agents, representatives, or Subconsultants, or Engineer’s Subcontractors), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner’s work forces, utility companies, other contractors, construction managers, design-builders, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
16. Contractor—The entity or individual with which Owner enters into a Construction Contract.
17. Documents—All documents expressly identified as deliverables in this Agreement, whether in printed or Electronic Document form, required by this Agreement to be provided or furnished by Engineer to Owner. Such specifically required deliverables may include, by way of example, Drawings, Specifications, data, reports, building information models, and civil integrated management models.
18. Drawings—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. Effective Date—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. Electronic Document—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
21. Electronic Means—Electronic mail (e-mail), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Agreement. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.
22. Engineer—The individual or entity named as such in this Agreement.

23. Engineer's Subcontractor—An individual, firm, vendor, or other entity having a contract with Engineer to furnish general services, equipment, or materials with respect to the Project as an independent contractor.
24. Field Order—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
25. Front-End Construction Contract Documents—Those Construction Contract Documents whose primary purpose is to establish legal and contractual terms and conditions, typically including the Owner-Contractor agreement, bonds, general conditions, and supplementary conditions. The term excludes the Drawings and Specifications, and any Construction Contract Documents delivered or issued after the effective date of the Construction Contract.
26. Laws and Regulations; Laws or Regulations—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
27. Owner—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
28. Project—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
29. Record Drawings—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
30. Resident Project Representative—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of the RPR.
31. Samples—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
32. Shop Drawings—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
33. Site—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.

34. Specifications—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
35. Subconsultant—An individual, design firm, consultant, or other entity having a contract with Engineer to furnish professional services with respect to the Project as an independent contractor.
36. Subcontractor—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
37. Submittal—A written or graphic document, prepared by or for Contractor, which the Construction Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Construction Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Construction Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
38. Substantial Completion—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
39. Supplier—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
40. Total Project Costs—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties and private utilities (including relocation if not part of Construction Cost), Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
41. Underground Facilities—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other

such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.

42. Work—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.
43. Work Change Directive—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. Terminology

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8—EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits to Agreement

The following exhibits are incorporated by reference and included as part of this Agreement:

- A. Exhibit A, Engineer’s Services.
- B. Exhibit B, Deliverables Schedule- **Not used**
- C. Exhibit C, Amendment to Owner-Engineer Agreement (form).
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.
- E. Exhibit E, EJCDC® C-626, Notice of Acceptability of Work (form).
- F. Exhibit F, Electronic Documents Protocol (EDP).
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution - **Not used**
- I. Exhibit I, Limitations of Liability.
- J. Exhibit J, Payments to Engineer for Services and Reimbursable Expenses.

8.02 Total Agreement

- A. This Agreement (which includes the exhibits listed above) constitutes the entire contractual agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or

anceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit C to this Agreement.

8.03 Designated Representatives

- A. With the execution of this Agreement, Engineer and Owner shall each designate a specific individual to act as representative under this Agreement. Such an individual must have authority to transmit instructions, receive information, and render decisions with respect to this Agreement on behalf of the party that the individual represents.

8.04 Engineer's Certifications

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 - 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

8.05 Conflict of Interest

- A. Nothing in this Agreement will be construed to create or impose any duty on the part of Engineer that would be in conflict with Engineer's paramount obligations to the public health, safety, and welfare under the professional practice requirements governing Engineer, its Subconsultants, and all licensed professionals employed by Engineer or its Subconsultants.
- B. If during the term of this Agreement a potential or actual conflict of interest arises or is identified:
 - 1. Engineer and Owner together will make reasonable, good faith efforts to avoid or eliminate the conflict of interest; to mitigate any adverse consequences of the conflict of interest; and, if necessary and feasible, to modify this Agreement to address the conflict of interest and its consequences, such that progress under the Agreement may continue.
 - 2. Such efforts will be governed by applicable Laws and Regulations and by any pertinent Owner's policies, procedures, and requirements (including any conflict of interest resolution methodologies) provided to Engineer under Paragraph 2.04.A of this Agreement.

This Agreement's Effective Date is **1-05-2023**

Owner:

City of Yankton, South Dakota

(name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Attach evidence of authority to sign.

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Phone: _____

Email: _____

Engineer:

HDR Engineering, Inc.

(name of organization)

By: _____
(individual's signature)

Date: 11-23-2022

(date signed)

Name: Jason Kjenstad

(typed or printed)

Title: Vice President

(typed or printed)

Attach evidence of authority to sign.

Attest: _____
(individual's signature)

Title: Office Manager

(typed or printed)

Address for giving notices:

101 S. Phillips Ave

Suite 401

Sioux Falls, SD 57104

Designated Representative:

Name: DelRon Peters

(typed or printed)

Title: Project Manager

(typed or printed)

Address:

101 S. Phillips Ave

Suite 401

Sioux Falls, SD 57104

Phone: 605-977-7745

Email: delron.peters@hdrinc.com

**EXHIBIT A
SCOPE OF SERVICES
City of Yankton**

(Separate Document)

Exhibit B—Deliverables Schedule.

**EJCDC® E-500, Agreement between Owner and Engineer for Professional Services.
Copyright© 2020 National Society of Professional Engineers, American Council of Engineering Companies,
and American Society of Civil Engineers. All rights reserved.**

EXHIBIT C—AMENDMENT TO OWNER-ENGINEER AGREEMENT

AMENDMENT TO OWNER-ENGINEER AGREEMENT

Amendment No. **[Enter Amendment Number]**

Owner: **City of Yankton, South Dakota**
Engineer: **HDR Engineering, Inc.**
Project: **Wastewater Treatment Plant Improvement Project**
Effective Date of Owner-Engineer Agreement: **[Effective Date of Agreement]**

Nature of Amendment: (Check those that apply)

- Additional Services to be performed by Engineer
- Modifications to services of Engineer
- Modifications to responsibilities of Owner
- Modifications of payment to Engineer
- Modifications to time(s) for rendering services
- Modifications to other terms and conditions of the Agreement

Description of Modifications:

[Here describe the modifications, in as much specificity and detail as needed. Use an attachment if necessary. Include cost breakdown and documentation, if applicable.]

Agreement Summary:

Original agreement amount: \$
Net change for prior amendments: \$
This amendment amount: \$
Adjusted Agreement amount: \$
Change in time for services (days or date, as applicable):

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. The Effective Date of the Amendment is **[Enter Effective Date of Amendment]**.

Owner

Engineer

(typed or printed name of organization)

(typed or printed name of organization)

By:

(individual's signature)

By:

(individual's signature)

(Attach evidence of authority to sign.)

(Attach evidence of authority to sign.)

Date:

(date signed)

Date:

(date signed)

Name:

(typed or printed)

Name:

(typed or printed)

Title:

(typed or printed)

Title:

(typed or printed)

EXHIBIT D—DUTIES, RESPONSIBILITIES, AND LIMITATIONS OF AUTHORITY OF RESIDENT PROJECT REPRESENTATIVE

ARTICLE 1—RESIDENT PROJECT REPRESENTATIVE SERVICES

Article 1 of the Agreement, Services of Engineer, and Exhibit A, Engineer's Services, are supplemented to include Exhibit D Paragraphs 1.01, 1.02, and 1.03, as follows:

1.01 Resident Project Representative

- A. Engineer shall furnish a Resident Project Representative ("RPR") to observe progress and quality of the Work. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.
- B. The RPR will provide full-time representation.
- C. Subject to the scope of RPR's observations of the Work, which may include field checks of materials and installed equipment, Engineer shall endeavor to identify defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, inspect, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A Paragraph 1.06 are applicable.

1.02 Duties and Responsibilities of RPR

- A. The duties and responsibilities of the RPR are as follows:
 1. General: RPR's dealings in matters pertaining to the Work in general will be with Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
 2. Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.
 3. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

4. Safety Compliance: Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
5. Liaison
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
6. Clarifications and Interpretations: Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor.
7. Shop Drawings, Samples, and other Submittals
 - a. Receive Samples that are furnished at the Site by Contractor.
 - b. Receive Contractor-approved Shop Drawings.
 - c. Receive other Submittals from Contractor.
 - d. Record date of receipt of Samples, Contractor-approved Shop Drawings, and other Submittals.
 - e. Notify Engineer of availability of Samples for examination, and forward Contractor-approved Shop Drawings and other Submittals to Engineer. When appropriate recommend distribution of Submittal to specified Subconsultants.
 - f. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.
8. Proposed Modifications: Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.
9. Review of Work; Defective Work
 - a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected,

removed and replaced, or accepted as provided in the Construction Contract Documents.

- b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work.
- c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

10. Inspections, Tests, and System Start-ups

- a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
- e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.
- f. Nothing in this Agreement will be construed to require RPR to conduct inspections.

11. Records

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Proposals, Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Proposals, Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c. Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.

- d. Record and maintain accurate, up-to-date lists of the company names and points of contact for Contractors, Subcontractors, and major Suppliers of materials and equipment.
 - e. Maintain records for use in preparing Project documentation.
 - f. Upon completion of the Work, furnish original set of all RPR Project documentation to designated recipients.
12. Reports
- a. Furnish periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
 - b. Draft responses to or make recommends on Change Proposals, Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
 - c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
 - d. Immediately inform appropriate parties of the occurrence of any Site accidents, emergencies, natural catastrophes endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.
13. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
14. Certificates, Operation and Maintenance Manuals: During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.
15. Completion
- a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
 - b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
 - c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).

1.03 Limitations of Authority

A. Resident Project Representative shall not:

1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of Engineer's authority as set forth in this Agreement.
3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.

NOTICE OF ACCEPTABILITY OF WORK (EJCDC® C-626 2018)

Owner: _____ Owner's Project No.: _____
Engineer: _____ Engineer's Project No.: _____
Contractor: _____ Contractor's Project No.: _____
Project: _____
Contract Name: _____
Notice Date: _____ Effective Date of the Construction Contract: _____

The Engineer hereby gives notice to the Owner and Contractor that Engineer recommends final payment to Contractor, and that the Work furnished and performed by Contractor under the Construction Contract is acceptable, expressly subject to the provisions of the Construction Contract's Contract Documents ("Contract Documents") and of the Agreement between Owner and Engineer for Professional Services dated **[date of professional services agreement]** ("Owner Engineer Agreement"). This Notice of Acceptability of Work (Notice) is made expressly subject to the following terms and conditions to which all who receive and rely on said Notice agree:

1. This Notice has been prepared with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the Engineer's professional opinion.
3. This Notice has been prepared to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's Work) under the Owner Engineer Agreement, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Owner Engineer Agreement.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents, or to otherwise comply with the Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

Engineer

By (signature): _____
Name (printed): _____
Title: _____

EXHIBIT F—ELECTRONIC DOCUMENTS PROTOCOL (EDP)

ARTICLE 1—ELECTRONIC DOCUMENTS PROTOCOL (EDP)

Paragraph 6.03 of the Agreement is supplemented by the following Exhibit F Paragraph 1.01 and Exhibit F—Attachment 1: Software Requirements for Electronic Document Exchange:

1.01 Electronic Documents Protocol

A. Electronic Transmittals: The parties shall conform to the following provisions together referred to as the Electronic Documents Protocol ("EDP" or "Protocol") for exchange of electronic transmittals.

1. Basic Requirements

- a. To the fullest extent practical, the parties agree to and will transmit and accept Electronic Documents by Electronic Means using the procedures described in this Protocol. Use of the Electronic Documents and any information contained therein is subject to the requirements of this Protocol and other provisions of the Agreement.
- b. The contents of the information in any Electronic Document will be the responsibility of the transmitting party.
- c. Electronic Documents as exchanged by this Protocol may be used in the same manner as the printed versions of the same documents that are exchanged using non-electronic format and methods, subject to the same governing requirements, limitations, and restrictions, set forth in the Agreement.
- d. Except as otherwise explicitly stated herein, the terms of this Protocol will be incorporated into any other agreement or subcontract between the Owner and Engineer and any third party for any portion of the Project, or any Project-related services, where that third party is, either directly or indirectly, required to exchange Electronic Documents with Owner, Engineer, or any Contractor or other entity directly contracted with the Owner to furnish Program-related services. Nothing herein will modify the requirements of the Agreement and applicable Construction Contract Documents regarding communications between and among the individual third parties and their respective subcontractors and consultants, except to the extent that any respective subcontractor or consultant exchanges Electronic Documents with the Owner or Engineer.
- e. When transmitting Electronic Documents, the transmitting Party makes no representations as to long term compatibility, usability, or readability of the items resulting from the receiving Party's use of software application packages, operating systems, or computer hardware differing from those established in this Protocol.
- f. Nothing herein negates any obligation (1) in the Agreement to create, provide, or maintain an original printed record version of Drawings and Specifications, signed and sealed according to applicable Laws and Regulations; (2) to comply with any applicable Law or Regulation governing the signing and sealing of design documents or the signing and electronic transmission of any other documents; or

(3) to comply with any notice requirements limiting or otherwise modifying the acceptance of Electronic Documents for such notice.

2. System Infrastructure for Electronic Document Exchange

- a. Each party will provide hardware, operating system(s) software, internet, e-mail, and large file transfer functions ("System Infrastructure") at its own cost and sufficient for complying with the EDP requirements. With the exception of minimum standards set forth in this EDP and any explicit system requirements specified by attachment to this EDP, it will be the obligation of each party to determine, for itself, its own System Infrastructure.
 - 1) The maximum size of an e-mail attachment for exchange of Electronic Documents under this EDP is 20 MB. Attachments larger than that may be exchanged using large file transfer functions or physical media.
 - 2) Each Party assumes full and complete responsibility for any and all of its own costs, delays, deficiencies, and errors associated with converting, translating, updating, verifying, licensing, or otherwise enabling its System Infrastructure, including operating systems and software, for use with respect to this EDP.
- b. Each party is responsible for its own system operations, security, back-up, archiving, audits, printing resources, and other Information Technology ("IT") for maintaining operations of its System Infrastructure during the Project, including coordination with the party's individual(s) or entity responsible for managing its System Infrastructure and capable of addressing routine communications and other IT issues affecting the exchange of Electronic Documents.
- c. Each party will operate and maintain industry-standard, industry-accepted, ISO-standard, commercial-grade security software and systems that are intended to protect the other party from: software viruses and other malicious software like worms, trojans, adware; data breaches; loss of confidentiality; and other threats in the transmission to or storage of information from the other parties, including transmission of Electronic Documents by physical media such as CD/DVD/flash drive/hard drive. To the extent that a party maintains and operates such security software and systems, it will not be liable to the other party for any breach of system security.
- d. In the case of disputes, conflicts, or modifications to the EDP required to address issues affecting System Infrastructure, the parties will cooperatively resolve the issues; but, failing resolution, the Owner is authorized to make and require reasonable and necessary changes to the EDP to effectuate its original intent. If the changes cause additional cost or time to Engineer, not reasonably anticipated under the original EDP, Engineer shall be entitled to compensation as Additional Services for its costs associated with the revisions to the EDP, delayed adoption of Exhibit L or implementation of other Electronic Documents protocols.
- e. Each party is responsible for its own back-up and archive of documents sent and received during the term of any Project contract/agreement under this EDP, unless this EDP establishes a Project document archive, either as part of a mandatory Project website or other communications protocol, upon which the Parties may

rely for document archiving during the specified term of operation of such project document archive. Further, each party remains solely responsible for its own post-Project back-up and archive of project documents, as each party deems necessary for its own purposes, after the term of contract, or termination of the project document archive, if one is established.

- f. If a receiving party receives an obviously corrupted, damaged, or unreadable Electronic Document, the receiving party will advise the sending party of the incomplete transmission.
- g. The parties will bring any non-conforming Electronic Documents into compliance with the EDP. The parties will attempt to complete a successful transmission of the Electronic Document or use an alternative delivery method to complete the communication.
- h. The Engineer will operate a Project information management system (also referred to in this EDP as "Project Website") for use of Owner, Engineer, Contractors, during the Project for exchange and storage of Project-related communications and information. Except as otherwise provided in this EDP or the General Conditions, use of the Project Website by the Parties as described in this paragraph will be mandatory for exchange of Project documents, communications, submittals, and other Project-related information. The following conditions and standards will govern use of the Project Website:
 - 1) Describe the types and extent of services to be provided at the Project Website (such as large file transfer, email, communication and document archives, etc.).
 - 2) Operation of the Project Website by the Engineer shall be part of Engineer's Basic Services and compensation, including expenses associated with operation for a period of 600 days, is included in the Lump Sum fee detailed in Exhibit C.

B. Software Requirements for Electronic Document Exchange; Limitations

- 1. Each party will acquire the software and software licenses necessary to create and transmit Electronic Documents and to read and to use any Electronic Documents received from the other party (and if relevant from third parties), using the software formats required in this section of the EDP.
 - a. Prior to using any updated version of the software required in this section for sending Electronic Documents to the other party, the originating party will first notify and receive concurrence from the other party for use of the updated version or adjust its transmission to comply with this EDP.
- 2. The parties agree not to intentionally edit, reverse engineer, decrypt, remove security or encryption features, or convert to another format for modification purposes any Electronic Document or information contained therein that was transmitted in a software data format, including Portable Document Format (PDF), intended by sender not to be modified, unless the receiving party obtains the permission of the sending party or is citing or quoting excerpts of the Electronic Document for Project purposes.

3. Software and data formats for exchange of Electronic Documents will conform to the requirements set forth in the following Attachment 1 to this EDP, including software version, if listed.

C. Format and Distribution of Deliverables

1. By definition, "Documents" as used in this Agreement are documents expressly identified as deliverables from Engineer to Owner. Exhibit A of the Agreement identifies various Documents that Engineer is required to deliver to Owner as part of Engineer's services; Exhibit B is a schedule of such Documents. Engineer will transmit such Documents to Owner in the formats identified in Attachment 1 to this Protocol. If no specific format is identified for a deliverable Document, the format will be Portable Document Format (PDF).
2. If a Document will be distributed to third parties, such as prospective bidders and contractors, reviewing agencies, or lenders, the transmittal format for distribution will be as identified in Attachment 1 to this Protocol; provided, however, that if a format for distribution of a specific Document is expressly stated in Exhibit A, then the Exhibit A format will take precedence. If no specific format is identified for distribution of a deliverable Document to third parties, the format will be Portable Document Format (PDF).
 - a. If a format for Document distribution other than Portable Document Format (PDF) is specified, Owner shall first obtain a written, signed release from each third party to which the deliverable Document is distributed, establishing agreement to the following conditions:
 - 1) The content included in the Electronic Documents prepared by or for Engineer and covered by the request was prepared as an internal working document for Engineer's purposes solely, and is being provided to the third party on an "AS IS" basis without any warranties of any kind, including, but not limited to any implied warranties of fitness for any purpose. As such, the third party is advised and acknowledges that the content may not be suitable for the third party's application, or may require substantial modification and independent verification by the third party. The content may include limited resolution of models; not-to-scale schematic representations and symbols; use of notes to convey design concepts in lieu of accurate graphics; approximations; graphical simplifications; undocumented intermediate revisions; and other devices that may affect subsequent reuse.
 - 2) Electronic Documents containing text, graphics, metadata, or other types of data that are provided to the Requesting Party are only for the convenience of the third party. Any conclusion or information obtained or derived from such data will be at the third party's sole risk and the third party waives any and all claims against Engineer or Owner arising from the use of the Electronic Documents covered by the request, or of any data contained in such Electronic Documents.
 - 3) The third party shall indemnify and hold harmless Owner, Engineer, and Engineer's Subcontractors and Subconsultants, from all claims, damages, losses, and expenses, including attorneys' fees and defense costs arising out

of or resulting from the third party's use, adaptation, or distribution of any Electronic Documents provided under the request.

- 4) The third party agrees not to sell, copy, transfer, forward, give away or otherwise distribute this information (in source or modified file format) to any third party without the direct written authorization of Engineer, unless such distribution is specifically identified in the request and is limited to the third party's subcontractors and consultants. The third party warrants that subsequent use by the third party's subcontractors and subconsultants will comply with all terms of the Construction Contract Documents and any specific instructions or conditions established by Owner.

- b. If Engineer is required to assist or participate in obtaining such releases from third parties, such services will be categorized as Additional Services.

D. Requests by Project-Related Parties for Electronic Documents in Other Formats

1. Owner may release (or direct Engineer to release) an Electronic Document version of a Document prepared by or for Engineer, including but not limited to a deliverable Document as set forth in Exhibit F Paragraph 1.01.C, in a format other than those identified in Exhibit F Paragraph 1.01.B or 1.01.C of the Electronic Documents Protocol, or elsewhere in the Agreement, only if (a) a Contractor or other Project-related party (Requesting Party) makes a good faith request for such release, (b) Owner determines in its sole discretion that such release is prudent and will be beneficial to the Project, and (c) Owner obtains Requesting Party's written consent to the four conditions set forth in Exhibit F Paragraph 1.01.C.2.a.1-4 above.

EXHIBIT F—ATTACHMENT 1: SOFTWARE REQUIREMENTS FOR ELECTRONIC DOCUMENT EXCHANGE

Item	Electronic Documents	Transmittal Means	Data Format	Note (1)
a.1	General communications, transmittal covers, meeting notices, and responses to general information requests for which there is no specific prescribed form.	Email	Email	
a.2	Meeting agendas; meeting minutes; RFI's and Responses to RFI's; and Construction Contract administrative forms.	Email w/Attach	PDF	(2)
a.3	Contractor's Submittals (Shop Drawings, "Or Equal" requests, Substitute requests, documentation accompanying Sample submittals and other Submittals) to Owner and Engineer; and, Owner's and Engineer's Responses to Contractor's Submittals, Shop Drawings, Correspondence, and Applications for Payment	Project Tracker	PDF	
a.4	Correspondence; Interim and Final Versions of reports, layouts, Specifications, Drawings, maps, calculations and spreadsheets, Construction Contract, Bidding/Proposal Documents, and Front-End Construction Contract Documents.	Email w/ Attach or LFE	PDF	(3)
a.5	Layouts, plans, maps, and Drawings to be submitted to Owner by Engineer for future use and modification	Email w/ Attach or LFE	DWG	
a.6	Correspondence, reports, and specifications to be submitted by Engineer to Owner for future word processing use and modification	Email w/ Attach or LFE	DOC	
a.7	Spreadsheets and data to be submitted to Owner by Engineer for future data processing use and modification	Email w/ Attach or LFE	EXC	
a.8	Database files and data to be submitted to Owner for future data processing use and modification	Email w/ Attach or LFE	DB	
Notes				
(1)	All exchanges and uses of transmitted data are subject to the appropriate provisions of the Agreement and Construction Contract.			
(2)	Transmittal of written notices is governed by requirements of the Agreement and Construction Contract.			
(3)	Transmittal of Bidding/Proposal Documents and Front-End Construction Contract Documents will be in manner selected by Owner in Exhibit A, Paragraph 1.05.A.1.a. Unless otherwise expressly stated, these documents and the Construction Contract will be transmitted in PDF format, including transmittals to bidders and Contractor.			
Key				
EMAIL	Standard Email formats (.htm, .rtf, or .txt). Do not use stationery formatting or other features that impair legibility of content on screen or in printed copies.			
LFE	Agreed upon Large File Exchange method (FTP, CD, DVD, hard drive.)			
PDF	Portable Document Format readable by Adobe® Acrobat Reader Version [number] or later.			
DWG	Autodesk® AutoCAD. dwg format Version [number] .			
DOC	Microsoft® Word. docx format Version [number] .			
EXC	Microsoft® Excel .xlsx or .xml			
DB	Microsoft® Access .mdb			

EXHIBIT G—INSURANCE

ARTICLE 1—INSURANCE

Paragraph 6.04 of the Agreement, Insurance, is supplemented to include the following Exhibit G Paragraphs 1.01 and 1.02:

1.01 Insurance Policies and Limits

- A. In accordance with Paragraph 6.04.A of the Agreement, the insurance that Engineer must procure and maintain, and the policy limits of such insurance, are as follows:

Coverage	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Employer's Liability	
Policy limit	\$250,000
Commercial General Liability	
General Aggregate	\$1,000,000
Automobile Liability	
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	\$1,000,000
Professional Liability	
Each Claim	\$1,000,000
Unmanned Aerial Vehicle Liability Insurance	
General Aggregate	\$1,000,000

1.02 Additional Insureds

- A. Owner shall cause Engineer, its Subconsultants, and its Engineer's Subcontractors to be listed as additional insureds on any of Owner's general liability policies that are applicable to the Project. The following individuals or entities are to be listed on Owner's general liability policies of insurance (and on Contractor's policies required under Paragraph 6.04.D of the Agreement) as additional insureds:

Name of Additional Insured	Address
HDR Engineering, Inc.	1917 S 67th St, Omaha, NE 68106

- B. During the term of this Agreement the Engineer shall notify Owner of any other Subconsultant or Engineer's Subcontractor to be listed as an additional insured on Owner's and applicable Contractor's general liability policies of insurance.
- C. The Owner must be listed on Engineer's general liability policy as provided in Paragraph 6.04.B.
- D. For applicable Contractor's general liability policies of insurance, the additional insured endorsements will include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
- E. For applicable Contractor's general liability policies of insurance, Contractor shall provide ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent for Engineer, Subconsultants, and other design professional additional insureds.

EXHIBIT H—DISPUTE RESOLUTION - NOT USED

Exhibit H—Dispute Resolution.

**Exhibits to EJCDC® E-500, Agreement between Owner and Engineer for Professional Services.
Copyright© 2020 National Society of Professional Engineers, American Council of Engineering Companies,
and American Society of Civil Engineers. All rights reserved.**

EXHIBIT I—LIMITATIONS OF LIABILITY

ARTICLE 1—LIMITATIONS OF LIABILITY

Paragraph 6.10 of the Agreement is supplemented to include Exhibit I Paragraph **1.01, Limitation of Engineer's Liability:**

1.01 Limitation of Engineer's Liability

- A. Engineer's Liability Limited to Amount of Insurance Proceeds: Engineer shall procure and maintain insurance as required by and set forth in Exhibit G to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by Laws and Regulations, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, Subconsultants, and Engineer's Subcontractors to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever (including but not limited to direct, indirect, special, incidental, punitive, exemplary, or consequential damages) arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, Subconsultants, or Engineer's Subcontractors (hereafter "Owner's Claims"), will be limited to (1) responsibility for payment of all or the applicable portion of any deductibles, either directly to the Engineer's insurers or in settlement or satisfaction, in whole or in part, of Owner's Claims, and (2) total insurance proceeds paid on behalf of or to Engineer by Engineer's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Engineer's applicable insurance policies up to the amount of insurance required under this Agreement.
1. Such limitation will not be reduced, increased, or adjusted on account of legal fees paid, or costs and expenses of investigation, claims adjustment, defense, or appeal.
 2. If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, Subconsultants, and Engineer's Subcontractors, to Owner and anyone claiming by, through, or under Owner, for any and all such uninsured Owner's Claims will not exceed **\$1,000,000**.

EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

COMPENSATION PACKET BC-2: BASIC SERVICES—STANDARD HOURLY RATES

ARTICLE 1—COMPENSATION PACKET BC-2: BASIC SERVICES—STANDARD HOURLY RATES

Article 2 of the Agreement is supplemented to include the following Exhibit J Paragraphs 1.01, 1.02, and 1.03:

1.01 Compensation for Basic Services (other than Resident Project Representative)—Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A (except for Resident Project Representative services, if any) as follows:

1. An amount equal to the cumulative hours charged to the Project by Engineer's personnel times Standard Hourly Rates for the applicable billing class, plus Reimbursable Expenses, plus Engineer's Subcontractors' and Subconsultants' charges, if any.
2. The Standard Hourly Rates charged by Engineer constitute full and complete compensation for Engineer's services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include Reimbursable Expenses or Engineer's Subcontractor's and Subconsultants' charges.
3. Engineer's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit J as Appendices 1 and 2.
4. The total compensation for such services is estimated to be \$4,834,386 based on the following estimated distribution of compensation not including RPR services which is included in later section:

100	Project Management	\$583,452
200	30% Preliminary Design Phase	\$863,506
300	60% Design Phase	\$922,412
400	Final Design Phase	\$1,079,649
500	CMAR Selection and Coordination	\$489,244
600	Construction Phase	\$509,363
700	Post-Construction Phase	\$186,760
Subs	Testing and Special Inspections	\$200,000

5. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but compensation will not exceed the total estimated compensation amount unless approved in writing by Owner. See also Exhibit J Paragraph 1.03.C.2 below.
6. The total estimated compensation for Engineer's services included in the breakdown by phases incorporates all labor, overhead, profit, Reimbursable Expenses, and Engineer's Subcontractor's and Subconsultants' charges.

7. The amounts billed for Engineer's services under Exhibit J Paragraph 1.01 will be based on the cumulative hours charged to the Project during the billing period by Engineer's employees times Standard Hourly Rates for the applicable billing class, plus Reimbursable Expenses and Engineer's Subcontractor's and Subconsultants' charges.

B. Contract Authorization: Upon contract signature, Engineer is authorized to proceed with \$50,000 for Task 100 – Project Management and \$489,244 for Task 500 – CMAR Selection and Coordination. The Owner will provide subsequent authorization via email for the remaining tasks.

1.02 Compensation for Reimbursable Expenses

- A. Owner shall reimburse Engineer for Reimbursable Expenses directly related to the provision of Basic Services, using the rates set forth in Appendix 1 to this Exhibit J when applicable.
- B. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
- C. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor of **1.10**.

1.03 Other Provisions Concerning Payment

- A. Whenever Engineer is entitled to compensation for the charges of Engineer's Subcontractors and Subconsultants, such compensation will be the amounts billed to Engineer by Engineer's Subconsultants times a factor of 1.10.
- B. Factors: The external Reimbursable Expenses and Engineer's Subcontractors' and Subconsultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
- C. Estimated Compensation Amounts
 - 1. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
 - 2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice, Owner and Engineer will promptly review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount,

or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend the Engineer's services during the negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer will be paid for all services rendered hereunder.

- D. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually January 1, to reflect equitable changes in the compensation payable to Engineer.
- E. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

COMPENSATION PACKET RPR-2: RESIDENT PROJECT REPRESENTATIVE—STANDARD HOURLY RATES

ARTICLE 2—COMPENSATION PACKET RPR-2: RESIDENT PROJECT REPRESENTATIVE—STANDARD HOURLY RATES

Article 2 of the Agreement is supplemented to include the following Exhibit J Paragraph 2.01:

2.01 Compensation for Resident Project Representative Services—Standard Hourly Rates Method of Payment

- A. Owner shall pay Engineer for Resident Project Representative Services as follows:
1. Resident Project Representative Services: For services of Engineer's Resident Project Representative (RPR), if any, under Exhibits A and D, an amount equal to the cumulative hours charged by each class of Engineer's personnel providing RPR services times Standard Hourly Rates for each applicable billing class, plus RPR-related Reimbursable Expenses and RPR-related Engineer's Subcontractors' and Subconsultants' charges, if any. Standard Hourly Rates are set forth in Appendix 2, Standard Hourly Rates Schedule.
 2. The total compensation under this paragraph is estimated to be **\$987,986** based upon full-time RPR services on an eight-hour workday, Monday through Friday, over a **912**-day construction schedule.
- B. Compensation for Reimbursable Expenses
1. For those Reimbursable Expenses that are directly related to the provision of RPR services and are not already accounted for in the compensation for Basic Services, Owner shall reimburse Engineer, using the rates set forth in Appendix 1, Reimbursable Expense Schedule, to this Exhibit J when applicable.
 2. Such Reimbursable Expenses include, to the extent RPR-related, the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representative; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar items. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
 3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be those internal expenses related to RPR services that are actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such services, the latter multiplied by a factor of **1.10**.
- C. Other Provisions Concerning Payment
1. Whenever Engineer is entitled to compensation for the RPR-related charges of Engineer's Subcontractors and Subconsultants, that compensation will be the amounts

billed by Engineer's Subcontractors and Subconsultants to Engineer times a factor of **1.10**.

2. Factors: The external Reimbursable Expenses and Engineer's Subcontractors' and Subconsultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. Estimated Compensation Amounts
 - a. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
 - b. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice Owner and Engineer will promptly review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend Engineer's services during negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.
4. The Standard Hourly Rates and the Reimbursable Expenses Schedule will be adjusted annually as of January 1, to reflect equitable changes in the compensation payable to Engineer for RPR-related services and expenses.
5. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES
COMPENSATION PACKET AS-1: ADDITIONAL SERVICES—STANDARD HOURLY RATES

ARTICLE 3—COMPENSATION PACKET AS-1: ADDITIONAL SERVICES—STANDARD HOURLY RATES

Article 2 of the Agreement is supplemented to include the following Exhibit J Paragraph 3.01:

3.01 Compensation for Additional Services—Standard Hourly Rates Method of Payment

- A. Owner shall pay Engineer for Additional Services, if any, as follows:
1. For services of Engineer's personnel engaged directly on the Project pursuant to Exhibit A Paragraph 2.01 or 2.02, except for services as a consultant or witness under Exhibit A Paragraph 2.02.A.28 (which if needed will be separately negotiated based on the nature of the required consultation or testimony), an amount equal to the cumulative hours charged by each class of Engineer's personnel providing such Additional Services times Standard Hourly Rates for each applicable billing class, plus Additional Services-related Reimbursable Expenses and Additional Services-related Engineer's Subcontractors' and Subconsultants' charges, if any.
- B. Compensation for Reimbursable Expenses
1. For those Reimbursable Expenses that are directly related to the provision of Additional Services, and are not already accounted for in the compensation for Basic Services or RPR-related services, Owner shall reimburse Engineer, using the rates set forth in Appendix 1 to this Exhibit J when applicable.
 2. Such Reimbursable Expenses include, to the extent Additional Services-related, the expenses identified in Appendix 1 and the following categories: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar items. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
 3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of **1.10**.
- C. Other Provisions Concerning Payment for Additional Services
1. Whenever Engineer is entitled to compensation for the charges of Engineer's Subcontractors and Subconsultants, such compensation will be the amounts billed by Engineer's Subcontractors and Subconsultants to Engineer times a factor of **1.10**.
 2. Factors: The external Reimbursable Expenses and Engineer's Subcontractors' and Subconsultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

3. The Standard Hourly Rates and the Reimbursable Expenses Schedule will be adjusted annually January 1, to reflect equitable changes in the compensation payable to Engineer for Additional Services-related services and expenses.
4. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

APPENDIX 1: REIMBURSABLE EXPENSES SCHEDULE

Direct Expenses

Drone	\$275.00 per day
Traffic Counting Equipment	\$120.00 per hour
Survey/GPS Equipment	\$50.00 per hour
Robotic Total Station	\$50.00 per hour
Side-by-Side Utility Vehicle	\$25.00 per hour
Handheld GPS	\$20.00 per hour
Mileage	\$0.75 per mile
Printing:	
B&W 8.5x11	\$0.041 each
Color 8.5x11	\$0.138 each
B&W 11x17	\$0.079 each
Color 11x17	\$0.273 each
Plots Bond	\$0.459 per sq. ft.

OTHER REIMBURSABLE EXPENSES

Reimbursable Expense shall mean the actual expenses incurred directly or indirectly in connection with the Project for travel, meals, subconsultants, shipping, and other incurred expense. Unless negotiated otherwise in the contract, HDR will add 10% to invoices received from subconsultants to cover administrative expenses and vicarious liability. Specialty equipment charges apply to specific equipment used on the project.

EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

APPENDIX 2: STANDARD HOURLY RATES SCHEDULE

- B. Standard Hourly Rates
 - 1. The Standard Hourly Rates apply only as specified in Exhibit J.
- C. Schedule: Hourly rates for services performed on or after the date of the Agreement are:

HDR Engineering 2023 Hourly Billing Rates

Enclosed are the 2023 Hourly Billing Rates for HDR Engineering. These rates shall be adjusted annually to reflect any salary adjustments incurred by employees. The rates listed below do not include reimbursable expenses or hourly rates for equipment as defined below.

<u>Description</u>	<u>Billing Rate/Hour</u>
Managing Principal	225
Senior Project Manager	215
Project Manager III	195
Project Manager II	180
<u>Project Manager I</u>	<u>170</u>
Engineer VI	195
Engineer V	180
Engineer IV	170
Engineer III	145
Engineer II	130
<u>Engineer I</u>	<u>120</u>
Senior ASME Engineer	195
ASME Engineer	180
System Integrator Engineer III	195
System Integrator Engineer II	155
<u>System Integrator Engineer I</u>	<u>115</u>
Engineering/Field Services Technician V	175
Engineering/Field Services Technician IV	160
Engineering/Field Services Technician III	135
Engineering/Field Services Technician II	115
<u>Engineering/Field Services Technician I</u>	<u>105</u>
Cadd/GIS Technician V	155
Cadd/GIS Technician IV	135
Cadd/GIS Technician III	115
Cadd/GIS Technician II	105
<u>Cadd/GIS Technician I</u>	<u>95</u>
Right of Way IV	195
Right of Way III	175
Right of Way II	155
Right of Way I	120
<u>Right of Way Coordinator</u>	<u>95</u>
Environmental Scientist V	180
Environmental Scientist IV	160
Environmental Scientist III	140
Environmental Scientist II	125
<u>Environmental Scientist I</u>	<u>110</u>

Exhibit J—Payments to Engineer for Services and Reimbursable Expenses.

Appendix 2: Standard Hourly Rates Schedule.

Exhibits to EJCDC® E-500, Agreement between Owner and Engineer for Professional Services.
Copyright© 2020 National Society of Professional Engineers, American Council of Engineering Companies,
and American Society of Civil Engineers. All rights reserved.

Senior Land Surveyor	155
Land Surveyor	135
Survey Technician III	125
Survey Technician II	110
<u>Survey Technician I</u>	<u>95</u>
Senior Construction Manager	195
Construction Manager	185
Construction Engineer III	175
Construction Engineer II	160
Construction Engineer I	135
<u>Construction Inspector</u>	<u>105</u>
Strategic Communications/Graphic Designer IV	165
Strategic Communications/Graphic Designer III	145
Strategic Communications/Graphic Designer II	130
<u>Strategic Communications/Graphic Designer I</u>	<u>100</u>
Project Controller	95
Project Assistant	95
Admin Assistant	70
Senior Process Expert	225
Operations Specialist	225

MEMORANDUM #22-241

To: Amy Leon, City Manager
From: Sage Chytka, Water Plant Superintendent
Date: November 30, 2022
Subject: Recommendation for Vehicle Purchase from the State Bid List for the Environmental Services, Water Department

The 2023 budget provides for the purchase of a replacement pickup for the Environmental Services Department. The vehicle to be replaced is a 2012 Ford F250 4x4 with 108,000 miles. Replacement of this vehicle meets the approved equipment replacement plan for ten years or 100,000 miles. The department will pass on the vehicle to another department or it will be surplus.

The State of South Dakota has completed their bidding for 2022 or newer models. Lamb Motors of Onida, South Dakota has the State bid contract for the proposed vehicle which allows the City to purchase the new vehicle from Lamb Motors at the State bid price. The vehicle requested for purchase is a 2023 Ford F250 4x4. The Ford F250 has a base price of \$42,972.00. The 2023 budget provides \$50,000 for this vehicle with a utility box to be purchased at a later date.

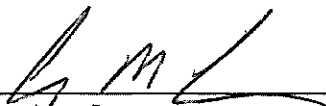
Therefore, it is recommended the commission approve the vehicle be purchased from Lamb Motor of Onida, South Dakota based on the State bid amount. Delivery of the vehicle will be approximately 60-240 days.

Respectfully submitted,


Sage Chytka
Water Plant Superintendent

Recommendation: It is recommended that the City Commission approve Memorandum #22-241 for the purchase of one 2023 Ford F250 in the amount of \$42,972.00 for the Environmental Services Department from Lamb Motors of Onida, South Dakota from the State bid contract.

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



Amy Leon
City Manager

Memorandum #22-243

To: Amy Leon, City Manager
From: Kyle Goodmanson, Environmental Services Director
Subject: Change Order #1 Wastewater EDA Project
Date: December 12, 2022

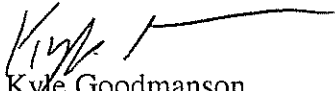
Work continues on the Wastewater EDA Project. While the project continues to move forward, we are experiencing delays based on long lead times for materials.

The attached Change Order #1 increases the project cost by \$60,574.00. The largest portion of this change order addresses issues with the aeration wetwell wall. The aeration wetwell is difficult to take out of service and therefore limited the amount of inspection prior to the project. Inspection of the walls following the initial cleaning resulted in the need for additional coatings. The additional coatings also require time for more bypass pumping. A change from a temporary bypass pipe to a permanent pipe was also included in this change order. It was determined that putting in a permanent bypass pipe would save money in the next phase of construction. The largest credit on the change order is for allowing the transformer cabinets to be relocated.

Change order #1 increases the contract time by 14 days for the additional wetwell coating. Additional time requests will be coming based on material availability. The new project substantial completion is October 19, 2023. The new final completion is December 20, 2023.

City staff has reviewed the project change orders. We recommend that Change Order No. 1 be approved.

Respectfully submitted,



Kyle Goodmanson
Environmental Services Director

Recommendation: It is recommended that the City Commission approve Memorandum #22-243 Change Order No. 1 in the amount of \$60,574.00 increasing the project cost to total of \$9,954,574.00.

I concur with this recommendation.

I do not concur with this recommendation.


Amy Leon, City Manager

____ Roll Call

CHANGE ORDERPROJECT TITLE: Yankton Infrastructure Recovery and Critical Capacity Wastewater Treatment Plant EDA ImprovementsCHANGE ORDER NO.: 1PROJECT NO: 10277925DATE: December 1, 2022DESCRIPTION: Change Order No. 1 for Change Proposal Requests (CPR) No. 1 through 13

The following changes are hereby made to the Contract Documents:

CPR No.	CPR Description	Proposed Total Amount USD	Proposed Total Days
00001	Switchboard Relays (No Cost CPR)	\$0.00	0
00002	Sewer Service Connections	\$8,541.00	0
00003	Mechanically Cleaned Screens - Traveling Rake Type	\$3,461.00	0
00004	CT Location (Deduct)	(\$71,052.00)	0
00005	Double Throw Safety Switches - Generator Rack	\$15,863.00	0
00006	Watermain Adjustment Credit	(\$8,803.00)	0
00007	Additional Wet Well Coating	\$98,042.00	14
00008	Deduct to Pour One Sided Wall at Secondary Splitter Structure	(\$4,793.00)	0
00009	West Aeration Building Lines Deduct	(\$25,019.00)	0
00010	30" Bypass Material	\$34,652.00	0
00011	Inlet Building Slide Gate vs UV Slide Gates (No Cost CPR)	\$0.00	0
00012	Monorail Beam Support Change	\$14,830.00	0
00013	Manhole and Pipe Testing Deduct	(\$5,148.00)	0
	Total Change Order No. 1	\$60,574.00	14 Working Days

Total Amount of this Change Order \$ 60,574.00

JUSTIFICATION:

CPR No.	CPR Justification
00001	Remove relays in switchboard and replace with manufacturer's standard relays. No cost CPR.
00002	Add sewer service connection for the Street Dept. shop east of Levee St. The location of this service was not known during design and discovered during construction.
00003	Add dual interlock power disconnect circuit breaker to mechanically cleaned screens.
00004	Deduct to relocate Current Transformer Cabinets (CTs) to north wall of Pumping Building.
00005	Provide double throw safety switches upstream of existing motor starter at the equipment rack near the effluent pumps.
00006	Credit for several fittings not required to be installed for the watermain on Levee St. It was determined in the field that several fittings would not be needed due to the location of the watermain with respect to the new sewer main.
00007	Additional Aeration Building wet well coatings were required after the inspection of the concrete walls following the initial cleaning. After reviewing the wet well walls there was more exposed aggregate that needed coating.
00008	Deduct for one sided wall. After onsite inspection of the splitter structure, it was determined that a one-sided concrete wall should be installed instead of removing and sawing the walls and floor of the structure for the new 36" sewer line.
00009	Deduct for not repairing the lines coming out of the west side of the Aeration Building. After inspecting these buried lines, it was recommended to not repair the lines in this project based on their location and actual settlement.
00010	Changed the temporary HDPE 30" bypass line to a permanent 30" ductile iron flex ring pipe.
00011	Exchanged the replacement of the UV slide gates for two new gates at the inlet building. During construction it was determined that UV gates could be repaired instead of replaced. No cost CPR.
00012	Changed the support beams for the monorail system from W8x24 to HSS 12x4 tube steel. It was determined in the field that the 8-inch-tall beam would not work with the existing piping system and that a less tall structural member was required.
00013	Deduct for not performing deflection testing, vacuum testing of concrete manholes, and joint testing the 36" sanitary sewer line from the splitter structure to the wet well due to the difficulty in testing through the fittings.

Original Contract Amount: \$9,894,000.00
 Current Contract Amt. Adjusted by Previous Change Orders: \$9,894,000.00
 Contract Amt. due to this Change Order will be **increased** by: \$60,574.00
 Contract Amount including this Change Order will be: \$9,954,574.00

Contract Time will be **increased** by **14 working days (Monday – Friday)**

Completion Date for all work will be:

Original Substantial Complete Date..... September 29, 2023
 Original Final Complete Date..... November 30, 2023
 New Substantial Completion Date based on CCO 1..... October 19, 2023
 New Final Completion Date based on CCO 1.....December 20, 2023

APPROVAL:

ORDERED BY: _____
 Mayor, City of Yankton

ACCEPTED BY:  _____
 Contractor



PROJECT NAME: Yankton WWTP EDA Improvement DATE: 7/7/2022

PROJECT NUMBER: 10277925

SUBJECT: Switchboard Relays CPR ID.: 00001

DESCRIPTION OF CHANGE:

Remove SEL-351 relays from switchboard and replace with manufacturers standard relay protections for a closed transition switchboard and main-tie-tie-main throw-over system. Sync check relays shall be provided (as required) for this switchboard.

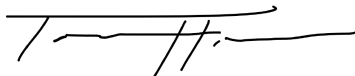
NO COST CHANGE ORDER

All Work shall be in accordance with the terms, stipulations and conditions of original Contract Documents.

Time Change (Calendar Days): 0
 Amount: \$0.00

Construction Mgr./Contractor:	By:	Date:	Recommendation:
JTJ	<i>Mike Jones</i>	11-29-22	<input checked="" type="checkbox"/> Approval <input type="checkbox"/> Rejection <input type="checkbox"/> No Recommendation

Architect/Engineer:	By:	Date:	Recommendation:
HDR Engineering, Inc.	<i>Kyle Lentsch</i>	11/30/2022	<input checked="" type="checkbox"/> Approval <input type="checkbox"/> Rejection <input type="checkbox"/> No Recommendation

Owner:	By:	Date:	Action:
City of Yankton		11/30/2022	<input checked="" type="checkbox"/> Approval <input type="checkbox"/> Rejection

The Contractor is directed to make changes indicated above for the proposed amount and time after Owner approval.
 If allowed by the Contract Documents, this document is considered a fully executed Change Order after Owner approval.

From: Shannon Vornhagen <Shannon.Vornhagen@thompsonknows.com>
Sent: Thursday, November 3, 2022 11:01 AM
To: Mike Jones
Subject: Yankton WWTP CPR 001

Mike,
Here is the response I received back from my vendor. Do you want me to submit you an actual proposal letter?

Shannon,
Siemens standard relay protections for a closed transition switchboard & main-tie-main throw-over system have always been included along with the sync check relays.

This was done from an original conversation between Siemens & the engineer from quite a while ago is what I'm being told per Siemens.

So no additional \$\$ or change in lead time.

Thanks,

SHANNON VORNHAGEN

Project Manager



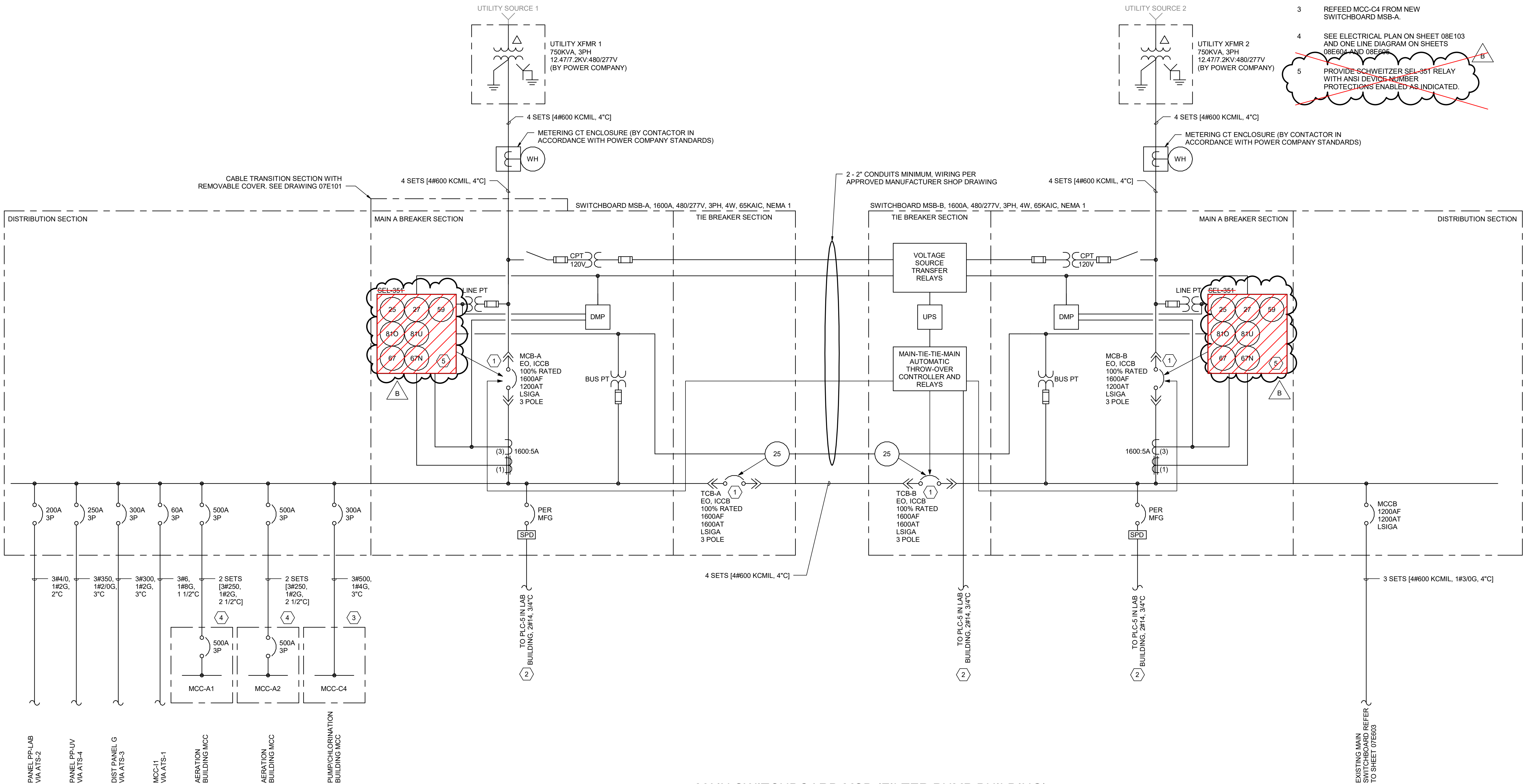
O: 712.252.4221

ThompsonKnows.com

**ELECTRIC • LIFE SAFETY
AUTOMATION • IT & SOFTWARE**

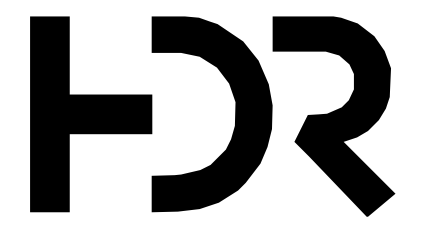
Remove SEL-351 relays from switchboard and replace with manufacturers standard relay protections for a closed transition switchboard and main-tie-tie-main throw-over system. Sync check relays shall be provided (as required) for this switchboard.

- KEYNOTES** #
- 1 PROVIDE ARC FLASH MAINTENANCE REDUCTION SETTING CAPABILITY FOR ALL CIRCUIT BREAKERS FRAME SIZE 1200A AND ABOVE.
 - 2 1" COMMON CONDUIT.
 - 3 REFEED MCC-C4 FROM NEW SWITCHBOARD MSB-A.
 - 4 SEE ELECTRICAL PLAN ON SHEET 08E103 AND ONE LINE DIAGRAM ON SHEETS 08E604 AND 08E605
 - 5 ~~PROVIDE SCHWEITZER SEL-351 RELAY WITH ANSI DEVICE NUMBER PROTECTIONS ENABLED AS INDICATED.~~



MAIN SWITCHBOARD MSB (FILTER PUMP BUILDING)

BIM 360/10277925_Yankton_WWTP_EDA_Improvements_2020/10277925-07-E.rvt
3/24/2022 11:02:15 AM



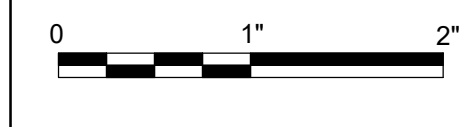
ISSUE	DATE	DESCRIPTION
B	03/25/22	ADDENDUM #1
A	02/28/22	ISSUED FOR BIDS

PROJECT MANAGER	
CIVIL	D. PETERS
STRUCTURAL	J. MULVIHILL
ARCHITECTURAL	R. MCKINLEY
PROCESS	D. PETERS
MECHANICAL	R. DLRYMPLE
ELECTRICAL	K. GANSKOP
I&C	B. KRUGER
PROJECT NUMBER	10277925



YANKTON
INFRASTRUCTURE
RECOVERY AND
CRITICAL CAPACITY
WWTP EDA
IMPROVEMENTS

**PUMP/CHLORINATION BUILDING
ONE LINE DIAGRAMS**



FILENAME | 10277925-07-E.rvt
SCALE | 12" = 1'-0"

SHEET
07E602



PROJECT NAME: Yankton WWTP EDA Improvement DATE: 7/7/2022

PROJECT NUMBER: 10277925

SUBJECT: Sewer Service Connections CPR ID.: 00002

DESCRIPTION OF CHANGE:

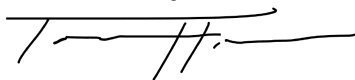
Add additional unknown sanitary sewer service connection for the Street Dept shop. Remove asphalt, and fence as required.

All Work shall be in accordance with the terms, stipulations and conditions of original Contract Documents.

Time Change (Calendar Days): 0
 Amount: \$8,541.00

Construction Mgr./Contractor:	By:	Date:	Recommendation:
JTJ	<i>Mike Jones</i>	11-29-22	<input checked="" type="checkbox"/> Approval <input type="checkbox"/> Rejection <input type="checkbox"/> No Recommendation

Architect/Engineer:	By:	Date:	Recommendation:
HDR Engineering, Inc.	<i>Kyle Lento</i>	11/30/2022	<input checked="" type="checkbox"/> Approval <input type="checkbox"/> Rejection <input type="checkbox"/> No Recommendation

Owner:	By:	Date:	Action:
City of Yankton		11/30/2022	<input checked="" type="checkbox"/> Approval <input type="checkbox"/> Rejection

The Contractor is directed to make changes indicated above for the proposed amount and time after Owner approval.
 If allowed by the Contract Documents, this document is considered a fully executed Change Order after Owner approval.

**Yankton Infrastructure WWTP EDA Improvements
Yankton, SD**

PROPOSED CHANGE ORDER

REQUEST # 2

JTJ PROJECT #2201

DATE 07/28/22

PROPOSED CHANGE: add additional service line from the street department, remove/replace asphalt, sidewalk, and fence as needed

SUMMARY SHEET

1	MATERIAL			
2	Material Cost		1,802	
3	Sales Tax	@	6.50%	117
4	Material Handling Cost	@	5%	90
5	Expendable Material Cost	@	5%	90
6	TOTAL MATERIAL COST			\$2,100
7	LABOR			
	Manhours	50.0 @	\$45.00	\$2,250
	Supervision	2.5 @	\$70.00	\$175
8	Fringe Benefits	50.0 @	\$10.67	\$534
9	Hourly Labor Cost			\$2,959
10	Labor Overhead	@	45%	\$1,331
11	Tool Replacement Cost	@	5%	\$148
12	TOTAL LABOR COST			\$4,438
13	EQUIPMENT COSTS			\$0
14	OTHER DIRECT COSTS			\$145
15			SUBTOTAL	\$6,682
16	MARKUP	@	15%	\$1,002.36
17			SUBTOTAL	\$7,685
18	SUBCONTRACT COST			\$500
19	MARKUP	@	5%	\$25
20	TOTAL SUB CONTRACT COST			\$525
21			SUBTOTAL	\$8,210
22	BOND COST	@	1%	\$82
23	BUILDERS RISK	@	1%	\$82
24	EXCISE TAX	@	2%	\$167
25			SUBTOTAL	\$8,541

- After 30 days we reserve our right to renegotiate this proposal if it is not turned into a fully executed change order.
- This proposal may be withdrawn by John T. Jones Const. Co. if not accepted within 10 days.
- Payment to be made within 30 days of date of invoice.

25	CHANGE REQUEST TOTAL	\$8,541
	CONTRACT DURATION CHANGE REQUEST	0 DAYS

DIRECT COSTS

DESCRIPTION	TIME USED	COST RATE	LUMP SUM	TOTAL COST
-----	-----	-----	-----	-----
ENGINEERING OR DESIGN				
OFFICER	0.00	\$160.00	0.00	\$0.00
PROJECT MANAGER	1.00	\$125.00	0.00	\$125.00
ADMIN. ASSISTANT	0.50	\$40.00	0.00	\$20.00
PROJECT ENGINEER	0.00	\$90.00	0.00	\$0.00
FIELD ENGINEER	0.00	\$75.00	0.00	\$0.00
OFFICE OVERHEAD EXPENSE				
ESTIMATING	0.00	\$50.00	0.00	\$0.00
DRAFTING	0.00	\$45.00	0.00	\$0.00
SCHEDULER	0.00	\$60.00	0.00	\$0.00
	0.00	\$0.00	0.00	\$0.00
TELEPHONE OR MAIL				
TELEPHONE	0.00	\$25.00	0.00	\$0.00
FAX TIME	0.00	\$30.00	0.00	\$0.00
COPIER TIME	0.00	\$15.00	0.00	\$0.00
REPRODUCIBLES	0.00	\$30.00	0.00	\$0.00
MAIL/OVERNIGHT	0.00	\$10.00	0.00	\$0.00
COMPUTER TIME				
COMPUTER	0.00	\$10.00	0.00	\$0.00
COMPUTER SCHEDULE	0.00	\$25.00	0.00	\$0.00
CAD	0.00	\$30.00	0.00	\$0.00
PLOTTING	0.00	\$40.00	0.00	\$0.00
TRAVEL EXPENSE				
SITE VISIT (CAR)	0.00	\$65.00	0.00	\$0.00
SITE VISIT (PLANE)	0.00	\$300.00	0.00	\$0.00
	0.00	\$0.00	0.00	\$0.00
OTHER EXPENSE				
	1.00	\$0.00	0.00	\$0.00
	0.00	\$0.00	0.00	\$0.00
	0.00	\$0.00	0.00	\$0.00
PLAN/TAP FEES				
	0.00	\$0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00	\$0.00
	-----	-----	-----	-----
TOTAL DIRECT COST		\$145.00		

SUBCONTRACTS

SUBCONTRACTOR #1-6
Seal Pros (Asphalt Paver) \$500.00

TOTAL \$500.00

SUBCONTRACTOR #7-8

\$0.00

TOTAL \$0.00

SUBCONTRACTOR #3

\$0.00
\$0.00
\$0.00
\$0.00
\$0.00

TOTAL \$0.00

SUBCONTRACTOR #4

\$0.00
\$0.00
\$0.00
\$0.00
\$0.00

TOTAL \$0.00

SUBCONTRACTOR TOTAL \$500.00



Bid Proposal for Sioux Falls, SD - 6/4 sewer pipe change order

JOHN T JONES CONSTRUCTION

Job Location: Yankton, SD

Bid Date: 07/28/2022

Core & Main 2460887

Core & Main

2101 E 54th St N

Sioux Falls, SD 57104

Phone: 605-339-2814

Fax: 605-339-2632

Seq#	Qty	Description	Units	Price	Ext Price
DUE TO CURRENT SUPPLY CHAIN DISRUPTIONS, MATERIALS ARE SUBJECT TO PRICING AT TIME OF SHIPMENT. MATERIAL AVAILABILITY AND TIMELINESS OF SHIPMENTS CANNOT BE GUARANTEED. THIS TERM SUPERSEDES ALL OTHER CONTRACTUAL PROVISIONS.					
This project is being bid in accordance with AIS requirements					
10	2	1056-44 4 CI/PVCXCI/PVC CPLG	EA	9.94	19.88
20	1	4 HW SWR SDR26 45 GXG	EA	50.59	50.59
30	1	4X4 HW SWR SDR26 WYE GXG	EA	84.00	84.00
40	2	6X4 HW SWR SDR26 REDUCER GXG	EA	156.71	313.42
50	1	6 HW SWR SDR26 45 GXG	EA	80.10	80.10
60	70	6 PVC SDR26 HW SWR PIPE (G) 14'	FT	8.98	628.60
70	14	4 PVC SDR26 HW SWR PIPE (G) 14'	FT	2.04	28.56
80	1	6 HW SWR SDR26 REP CPLG GXG	EA	81.92	81.92
90	1	4 HW SWR SDR26 45 GXSP	EA	45.21	45.21
				Sub Total	1,332.28
				Tax	0.00
				Total	1,332.28

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: <https://coreandmain.com/TandC/>

Mike Jones

From: Pritchard, Jim <Jim.Pritchard@coreandmain.com>
Sent: Wednesday, June 29, 2022 11:16 AM
To: Mike Jones
Cc: Scott Nath; Vietze, Jacob
Subject: RE: Yankton WWTP - FRP Manhole Covers/Frames
Attachments: FRP Castings and Insert-a-tees.pdf

Mike,

Please see attached for submittals for the 6" and 8" insert-a-tees from Fernco. They are more readily available. Also attached is the submittal for the R1772 frame and lid that we have previously quoted on Seq #'s 390 and 400 of our Bid #2303493.

I don't think we have previously quoted the insert-a-tees should you go that route. They are:

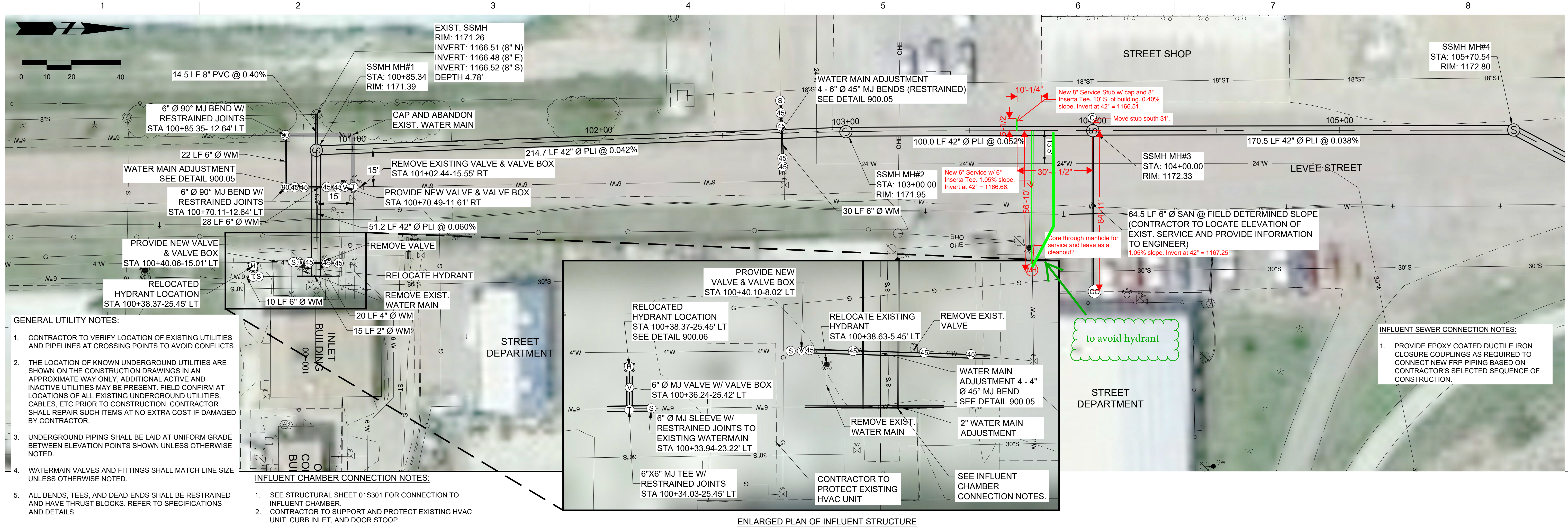
6" insert-a-tee - \$170/each

8" insert-a-tee - \$270/each

To actually order them up, we'd need to confirm with Hobas the pipe stiffness and wall thickness, but that's all be submitted on already. So, we'll be able to figure that out.

Let me know if you need anything else.

Thank you,

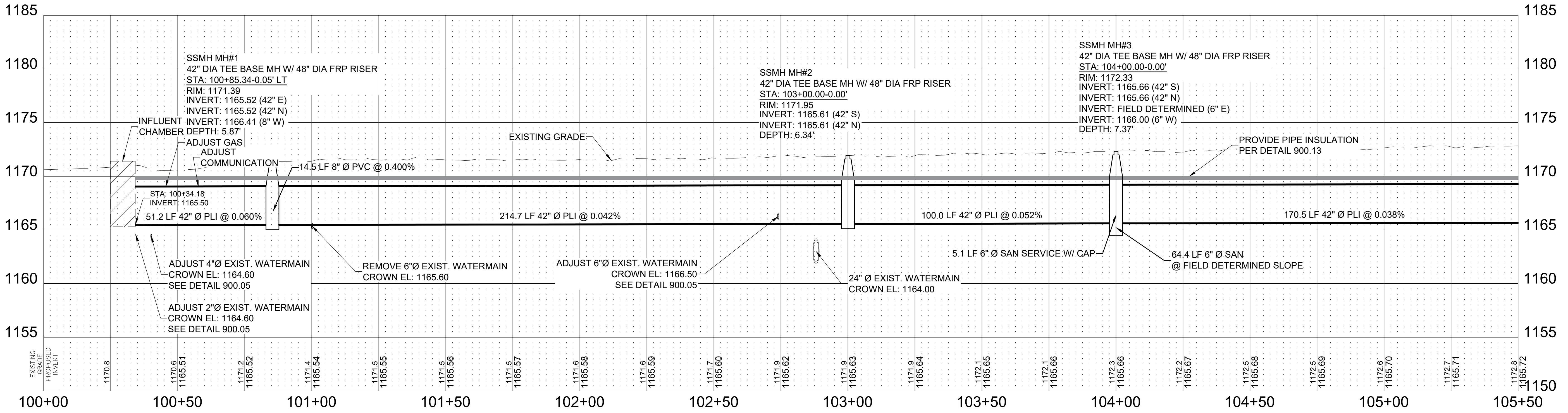


- GENERAL UTILITY NOTES:**
- CONTRACTOR TO VERIFY LOCATION OF EXISTING UTILITIES AND PIPELINES AT CROSSING POINTS TO AVOID CONFLICTS.
 - THE LOCATION OF KNOWN UNDERGROUND UTILITIES ARE SHOWN ON THE CONSTRUCTION DRAWINGS IN AN APPROXIMATE WAY ONLY. ADDITIONAL ACTIVE AND INACTIVE UTILITIES MAY BE PRESENT. FIELD CONFIRM AT LOCATIONS OF ALL EXISTING UNDERGROUND UTILITIES, CABLES, ETC PRIOR TO CONSTRUCTION. CONTRACTOR SHALL REPAIR SUCH ITEMS AT NO EXTRA COST IF DAMAGED BY CONTRACTOR.
 - UNDERGROUND PIPING SHALL BE LAID AT UNIFORM GRADE BETWEEN ELEVATION POINTS SHOWN UNLESS OTHERWISE NOTED.
 - WATERMAIN VALVES AND FITTINGS SHALL MATCH LINE SIZE UNLESS OTHERWISE NOTED.
 - ALL BENDS, TEES, AND DEAD-ENDS SHALL BE RESTRAINED AND HAVE THRUST BLOCKS. REFER TO SPECIFICATIONS AND DETAILS.

- INFLUENT CHAMBER CONNECTION NOTES:**
- SEE STRUCTURAL SHEET 01S301 FOR CONNECTION TO INFLUENT CHAMBER.
 - CONTRACTOR TO SUPPORT AND PROTECT EXISTING HVAC UNIT, CURB INLET, AND DOOR STOOP.

- INFLUENT SEWER CONNECTION NOTES:**
- PROVIDE EPOXY COATED DUCTILE IRON CLOSURE COUPLINGS AS REQUIRED TO CONNECT NEW FRP PIPING BASED ON CONTRACTOR'S SELECTED SEQUENCE OF CONSTRUCTION.

ENLARGED PLAN OF INFLUENT STRUCTURE



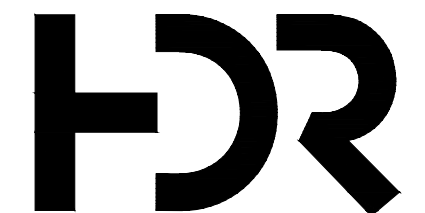
PROJECT MANAGER DELRON PETERS

CIVIL	D. PETERS
STRUCTURAL	J. MULVIHILL
ARCHITECTURAL	R. MCKINLEY
PROCESS	D. PETERS
MECHANICAL	R. DLRYMPLE
ELECTRICAL	K. GANSKOP
I&C	B. KRUGER
PROJECT NUMBER	10277925



**YANKTON
INFRASTRUCTURE
RECOVERY AND
CRITICAL CAPACITY
WWTP EDA
IMPROVEMENTS**

PLANT INFLUENT SEWER PLAN & PROFILE



ISSUE	DATE	DESCRIPTION
A	02/28/22	ISSUED FOR BIDS

PROJECT NAME: Yankton WWTP EDA Improvement DATE: 8/2/2022

PROJECT NUMBER: 10277925
SUBJECT: Mechanically Cleaned Screens - Traveling Rake Type CPR ID.: 00003

DESCRIPTION OF CHANGE:
Spec section 46 21 13 – Mechanically Cleaned Screens – Traveling Rake Type (CPR #3)
Section 2.5, A.2.d.3.

- e. Control panel shall be provided with two mechanically interlocked breakers. Breakers shall be sized according to panel FLA and per requirements of the NEC. Breakers shall operate as indicated below:
1) When power source #1 is energized, breaker #1 in the main control panel will be closed and the mechanical interlock will lock breaker #2 open (de-energized).
2) If there is an issue with power source #1, breaker #2 can manually be closed, and the mechanical interlock will lock breaker #1 open (de-energized).
3) If the control panel requires service, the client will need to use a lock-out tag-out procedure to ensure the feeder breakers in the MCCs are locked open (de-energized).
4) Both breakers shall be integral to the control panel and shall be capable of being manipulated without the control panel being opened.

All Work shall be in accordance with the terms, stipulations and conditions of original Contract Documents.

Time Change (Calendar Days): 0
Amount: \$3,461.00

Construction Mgr./Contractor: J TJ By: Mike Jones Date: 11-29-22 Recommendation: [X] Approval [] Rejection [] No Recommendation

Architect/Engineer: HDR Engineering, Inc. By: Kyle Lembeck Date: 11/30/2022 Recommendation: [X] Approval [] Rejection [] No Recommendation

Owner: City of Yankton By: [Signature] Date: 11/30/2022 Action: [X] Approval [] Rejection

The Contractor is directed to make changes indicated above for the proposed amount and time after Owner approval. If allowed by the Contract Documents, this document is considered a fully executed Change Order after Owner approval.

Yankton Infrastructure WWTP EDA Improvements

Yankton, SD

PROPOSED CHANGE ORDER

REQUEST # 3

JTJ PROJECT #2201

DATE 09/27/22

PROPOSED CHANGE: Add dual, interlocked power disconnect circuit breaker system to Vulcan screen system control panel

SUMMARY SHEET

1 MATERIAL			
2 Material Cost			2,238
3 Sales Tax	@	6.50%	146
4 Material Handling Cost	@	5%	112
5 Expendable Material Cost	@	5%	112
6 TOTAL MATERIAL COST			\$2,608
7 LABOR			
Manhours	@	\$45.00	\$0
Supervision	@	\$70.00	\$0
8 Fringe Benifits	0.0 @	\$10.67	\$0
9 Hourly Labor Cost			\$0
10 Labor Overhead	@	45%	\$0
11 Tool Replacement Cost	@	5%	\$0
12 TOTAL LABOR COST			\$0
13 EQUIPMENT COSTS			\$0
14 OTHER DIRECT COSTS			\$285
15		SUBTOTAL	\$2,893
16 MARKUP	@	15%	\$433.92
17		SUBTOTAL	\$3,327
18 SUBCONTRACT COST			\$0
19 MARKUP	@	5%	\$0
20 TOTAL SUB CONTRACT COST			\$0
21		SUBTOTAL	\$3,327
22 BOND COST	@	1%	\$33
23 BUILDERS RISK	@	1%	\$33
24 EXCISE TAX	@	2%	\$68
25		SUBTOTAL	\$3,461

-After 30 days we reserve our right to renegotiate this proposal if it is not turned into a fully executed change order.

-This proposal may be withdrawn by John T. Jones Const. Co. if not accepted within 10 days.

-Payment to be made within 30 days of date of invoice.

25	CHANGE REQUEST TOTAL	\$3,461
	CONTRACT DURATION CHANGE REQUEST	TBD once change order is approved (per Vulcan)

LABOR & MATERIAL WORKSHEET #1

SIZE	DESCRIPTION	QUANT	LABOR UNIT	TOTAL UNITS	MATERIAL UNIT PRICE	TOTAL PRICE
1.00	Vulcan Pricing	1	0.00	1.00	\$2,238.00	\$2,238.00
			0.00	0.00	\$0.00	\$0.00
		0	0.00	0.00	\$0.00	\$0.00
		0	0.00	0.00	\$0.00	\$0.00
			0.00	0.00	\$0.00	\$0.00
		0	0.00	0.00	\$0.00	\$0.00
			0.00	0.00	\$0.00	\$0.00
		0	0.00	0.00	\$0.00	\$0.00
		0	0.00	0.00	\$0.00	\$0.00
		0	0.00	0.00	\$0.00	\$0.00
			0.00	0.00	\$0.00	\$0.00
			0.00	0.00	\$0.00	\$0.00
			0.00	0.00	\$8.00	\$0.00
			0.00	0.00		\$0.00
			0.00	0.00	\$0.00	\$0.00
		0	0.00	0.00	\$0.00	\$0.00
		0	0.00	0.00	\$0.00	\$0.00
		0	0.00	0.00	\$0.00	\$0.00
		0	0.00	0.00	\$0.00	\$0.00
		0	0.00	0.00	\$0.00	\$0.00
		0	0.00	0.00	\$0.00	\$0.00
		0	0.00	0.00	\$0.00	\$0.00
		0	0.00	0.00	\$0.00	\$0.00
		0	0.00	0.00	\$0.00	\$0.00
		0	0.00	0.00	\$0.00	\$0.00
TOTAL LABOR UNITS				1.00		
TOTAL MATERIAL						\$2,238.00

DIRECT COSTS

DESCRIPTION	TIME USED	COST RATE	LUMP SUM	TOTAL COST
ENGINEERING OR DESIGN				
OFFICER	0.00	\$160.00	0.00	\$0.00
PROJECT MANAGER	2.00	\$125.00	0.00	\$250.00
ADMIN. ASSISTANT	1.00	\$35.00	0.00	\$35.00
PROJECT ENGINEER	0.00	\$90.00	0.00	\$0.00
FIELD ENGINEER	0.00	\$75.00	0.00	\$0.00
OFFICE OVERHEAD EXPENSE				
ESTIMATING	0.00	\$50.00	0.00	\$0.00
DRAFTING	0.00	\$45.00	0.00	\$0.00
SCHEDULER	0.00	\$60.00	0.00	\$0.00
	0.00	\$0.00	0.00	\$0.00
TELEPHONE OR MAIL				
TELEPHONE	0.00	\$25.00	0.00	\$0.00
FAX TIME	0.00	\$30.00	0.00	\$0.00
COPIER TIME	0.00	\$15.00	0.00	\$0.00
REPRODUCIBLES	0.00	\$30.00	0.00	\$0.00
MAIL/OVERNIGHT	0.00	\$10.00	0.00	\$0.00
COMPUTER TIME				
COMPUTER	0.00	\$10.00	0.00	\$0.00
COMPUTER SCHEDULE	0.00	\$25.00	0.00	\$0.00
CAD	0.00	\$30.00	0.00	\$0.00
PLOTTING	0.00	\$40.00	0.00	\$0.00
TRAVEL EXPENSE				
SITE VISIT (CAR)	0.00	\$65.00	0.00	\$0.00
SITE VISIT (PLANE)	0.00	\$300.00	0.00	\$0.00
	0.00	\$0.00	0.00	\$0.00
OTHER EXPENSE				
	1.00	\$0.00	0.00	\$0.00
	0.00	\$0.00	0.00	\$0.00
	0.00	\$0.00	0.00	\$0.00
PLAN/TAP FEES				
	0.00	\$0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00	\$0.00
TOTAL DIRECT COST		\$285.00		

Vulcan Industries, Inc.


QUOTATION

212 South Kirlin Street
 Missouri Valley, IA 51555
 Ph: (712) 642-2755
mark@vulcanindustries.com

QUOTE NO. 082422-002
 DATE 08/24/22

Please reference the above Quote Number for all correspondence.

TO: John T. Jones Const. Co.
 2213 7th Avenue North
 Fargo, ND 58102

SHIPPING METHOD		Vulcan Factory Number	22197	ESTIMATED SHIP DATE	
Best Way		PAYMENT TERMS See Note 1 Below		TBD	
		SHIPPING TERMS F.O.B. Factory-Prepay & Add			
QTY	PART # / MAT'L. TYPE	DESCRIPTION	MFG.	UNIT PRICE	LINE TOTAL
1		Lot material and labor to add dual, interlocked power disconnect circuit breaker system to Vulcan screen system control panel per Engineers request. Includes required parts and labor.		\$2,238.00	\$2,238.00
0				\$0.00	\$0.00
0				\$0.00	\$0.00
0				\$0.00	\$0.00
0				\$0.00	\$0.00
0				\$0.00	\$0.00
0				\$0.00	\$0.00
0				\$0.00	\$0.00
0				\$0.00	\$0.00
0				\$0.00	\$0.00
0				\$0.00	\$0.00
0				\$0.00	\$0.00
0				\$0.00	\$0.00
0				\$0.00	\$0.00
0				\$0.00	\$0.00
0				\$0.00	\$0.00
0				\$0.00	\$0.00
0				\$0.00	\$0.00
				SUBTOTAL	\$2,238.00
					\$0.00
				TOTAL	\$2,238.00
		General Notes: 1. Payment terms are NET 30 days with approved credit. VISA and MasterCard are also accepted payment methods, however all credit card orders are subject to a 3% processing fee. 2. All orders requiring shop (submittal) drawings are subject to a 35% cancellation fee if order is cancelled after submission of drawings. 3. This quote is valid for 14 days after the above date. 4. No taxes or freight are included in this quotation unless specifically listed above. 5. Ship date shown above does not include transit time. If partial shipments are requested, please notify us at the time of order.		Mark Hoffman	

Quoted by:

Acknowledged

Spec section 46 21 13 – Mechanically Cleaned Screens – Traveling Rake Type (CPR #3)

2.5 INSTRUMENTATION AND CONTROLS

A. Bar Screen and Washer Compactor Control Panel:

1. General:

- a. A single control panel shall control both bar screens, sluice trough solenoid valve, and the washer compactor. The panel shall allow adequate space for future components.
- b. Design control panel to be delivered to jobsite as individual, prewired ready for installation and field wiring.
- c. Panel suitable for floor mounting as indicated on the Drawings.
- d. Panel shall be programmable-logic controller (PLC) based.
- e. Allen Bradley CompactLogix for compatibility with SCADA system PLCs.
- f. Power input shall be 480 VAC, 60 Hz, 3 phase power supply.
 - 1) Provide control power transformer.
- g. Coordinate the function of the control panel with all related equipment.
- h. Provide all wiring, conduit and accessory items between the control panel and the screen.
- i. The control panel fabricator shall be certified by UL as being a UL 508 listed systems control shop, certified to install a serialized label on the finished product.
- j. Provide motor controllers sized per NEC requirements for all motors provided.
 - 1) Bar Screens No. 1 and No. 2 – Variable Frequency Drive in accordance with Section 26 29 23.
 - 2) Washer Compactor WC-1:
 - a) Provide NEMA rated starter size 1 minimum or Variable Frequency Drive if manufacturer standard design.
 - b) Dual rated starters are not acceptable.
 - c) All components shall meet requirements of Section 26 24 19 - Motor Control Equipment.
 - 3) Provide a main thermal-magnetic breaker disconnect to remove all power, and separate disconnecting means to remove power from each motor controller.
- k. Provide equipment or control panels with Short Circuit Current Rating (SCCR) labeling as required by NFPA 70 and other applicable codes. See Section 01 61 03 for information on how to determine the available fault current, such that, the SCCR rating meets or exceeds the available fault current.

2. Panel and Enclosure Construction:

- a. Control enclosures shall be NEMA 12 painted carbon steel.
- b. PLCs:
 - 1) Coordinate with Integrator for compatibility with SCADA system PLCs.
 - 2) Hardware shall consist of central processing unit, input/output modules, communications equipment, and power supply and chassis.
 - 3) Input/output modules shall have 20 PCT spare capacity.
 - 4) See Section 40 63 43 - Programmable Logic Controller (PLC) Control System for acceptable manufacturers and additional PLC requirements. At a minimum, PLC will be Allen Bradley CompactLogix or approved equal.
- c. Operator Interface Terminal (OIT):
 - 1) Panel shall have an OIT to allow monitoring and control of the screen.
 - 2) Unit shall have a full color touchscreen, 6 IN minimum screen size.
 - 3) Manufacturers: See Section 40 62 05 – Computer System Hardware and Ancillaries.
- d. Panels shall be provided with an uninterruptible power supply (UPS) to sustain operation of the OIT and PLC and provide power for an orderly shut-down of the equipment during a power failure. Size of UPS shall be 150 PCT of the panel load or as required by the screen manufacturer.
 - 1) Minimum UPS efficiency: 90 PCT.
 - 2) Provide sine wave power with 5 PCT or less total harmonic distortion.
 - 3) Manufacturers: DIN Rail Mount UPS by American Power Conversion (Schneider Electric) or equal.

- e. Control panel shall be provided with two mechanically interlocked breakers. Breakers shall be sized according to panel FLA and per requirements of the NEC. Breakers shall operate as indicated below:
 - 1) When power source #1 is energized, breaker #1 in the main control panel will be closed and the mechanical interlock will lock breaker #2 open (de-energized).
 - 2) If there is an issue with power source #1, breaker #2 can manually be closed, and the mechanical interlock will lock breaker #1 open (de-energized).
 - 3) If the control panel requires service, the client will need to use a lock-out tag-out procedure to ensure the feeder breakers in the MCCs are locked open (de-energized).
 - 4) Both breakers shall be integral to the control panel and shall be capable of being manipulated without the control panel being opened.



PROJECT NAME: Yankton WWTP EDA Improvement DATE: 10/17/2022

PROJECT NUMBER: 10277925

SUBJECT: CT Location (Deduct) CPR ID.: 00004

DESCRIPTION OF CHANGE:
 Relocated CT's to the exterior north wall of the Pumping Building. This does not include replacing or leveling the transformer pads.

All Work shall be in accordance with the terms, stipulations and conditions of original Contract Documents.

Time Change (Calendar Days): 0
 Amount: (\$71,052.00)

Construction Mgr./Contractor:	By:	Date:	Recommendation:
JTJ	<i>Mike Jones</i>	11-29-22	<input checked="" type="checkbox"/> Approval <input type="checkbox"/> Rejection <input type="checkbox"/> No Recommendation

Architect/Engineer:	By:	Date:	Recommendation:
HDR Engineering, Inc.	<i>Kyle Lentch</i>	11/30/2022	<input checked="" type="checkbox"/> Approval <input type="checkbox"/> Rejection <input type="checkbox"/> No Recommendation

Owner:	By:	Date:	Action:
City of Yankton	<i>[Signature]</i>	11/30/2022	<input checked="" type="checkbox"/> Approval <input type="checkbox"/> Rejection

The Contractor is directed to make changes indicated above for the proposed amount and time after Owner approval.
 If allowed by the Contract Documents, this document is considered a fully executed Change Order after Owner approval.

Yankton Infrastructure WWTP EDA Improvements

Yankton, SD

PROPOSED CHANGE ORDER

REQUEST # 4

JTJ PROJECT # 2201

DATE 11/29/22

PROPOSED CHANGE: Relocate CT Cabinets on the wall of the pump/chlorination building. Replace stand alone Ctcabinets with wall mounted CT cabinets on the pump/chlorination building. See attached quote from Thompson for more detail.

SUMMARY SHEET

1 MATERIAL			
2 Material Cost			0
3 Sales Tax	@	0.00%	0
4 Material Handling Cost	@	0%	0
5 Expendable Material Cost	@	5%	0
6 TOTAL MATERIAL COST			\$0
7 LABOR			
Manhours	@	\$45.00	\$0
Supervision	0.0 @	\$70.00	\$0
8 Fringe Benifits	0.0 @	\$10.67	\$0
9 Hourly Labor Cost			\$0
10 Labor Overhead	@	45%	\$0
11 Tool Replacement Cost	@	5%	\$0
12 TOTAL LABOR COST			\$0
13 EQUIPMENT COSTS			\$0
14 OTHER DIRECT COSTS			\$445
15	SUBTOTAL		\$445
16 MARKUP	@	0%	\$0.00
17	SUBTOTAL		\$445
18 SUBCONTRACT COST			(\$68,093)
19 MARKUP	@	5%	(\$3,405)
20 TOTAL SUB CONTRACT COST			(\$71,497)
21	SUBTOTAL		(\$71,052)
22 BOND COST	@	0%	\$0
23 BUILDERS RISK	@	0%	\$0
24 EXCISE TAX	@	0%	\$0
25	SUBTOTAL		(\$71,052)

-After 30 days we reserve our right to renegotiate this proposal if it is not turned into a fully executed change order.

-This proposal may be withdrawn by John T. Jones Const. Co. if not accepted within 10 days.

-Payment to be made within 30 days of date of invoice.

25	CHANGE REQUEST TOTAL	(\$71,052)
	CONTRACT DURATION CHANGE REQUEST	0 DAYS

DIRECT COSTS

DESCRIPTION	TIME USED	COST RATE	LUMP SUM	TOTAL COST
-----	-----	-----	-----	-----
ENGINEERING OR DESIGN				
OFFICER	0.00	\$160.00	0.00	\$0.00
PROJECT MANAGER	3.00	\$125.00	0.00	\$375.00
ADMIN. ASSISTANT	2.00	\$35.00	0.00	\$70.00
PROJECT ENGINEER	0.00	\$90.00	0.00	\$0.00
FIELD ENGINEER	0.00	\$75.00	0.00	\$0.00
OFFICE OVERHEAD EXPENSE				
ESTIMATING	0.00	\$50.00	0.00	\$0.00
DRAFTING	0.00	\$45.00	0.00	\$0.00
SCHEDULER	0.00	\$60.00	0.00	\$0.00
	0.00	\$0.00	0.00	\$0.00
TELEPHONE OR MAIL				
TELEPHONE	0.00	\$25.00	0.00	\$0.00
FAX TIME	0.00	\$30.00	0.00	\$0.00
COPIER TIME	0.00	\$15.00	0.00	\$0.00
REPRODUCIBLES	0.00	\$30.00	0.00	\$0.00
MAIL/OVERNIGHT	0.00	\$10.00	0.00	\$0.00
COMPUTER TIME				
COMPUTER	0.00	\$10.00	0.00	\$0.00
COMPUTER SCHEDULE	0.00	\$25.00	0.00	\$0.00
CAD	0.00	\$30.00	0.00	\$0.00
PLOTTING	0.00	\$40.00	0.00	\$0.00
TRAVEL EXPENSE				
SITE VISIT (CAR)	0.00	\$65.00	0.00	\$0.00
SITE VISIT (PLANE)	0.00	\$300.00	0.00	\$0.00
	0.00	\$0.00	0.00	\$0.00
OTHER EXPENSE				
	1.00	\$0.00	0.00	\$0.00
	0.00	\$0.00	0.00	\$0.00
	0.00	\$0.00	0.00	\$0.00
PLAN/TAP FEES				
	0.00	\$0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00	\$0.00
	-----	-----	-----	-----
TOTAL DIRECT COST		\$445.00		

SUBCONTRACTS

SUBCONTRACTOR #1

Thompson (\$68,092.50)
\$0.00
\$0.00
\$0.00
\$0.00

TOTAL (\$68,092.50)

SUBCONTRACTOR #2

\$0.00
\$0.00
\$0.00
\$0.00
\$0.00

TOTAL \$0.00

SUBCONTRACTOR #3

\$0.00
\$0.00
\$0.00
\$0.00
\$0.00

TOTAL \$0.00

SUBCONTRACTOR #4

\$0.00
\$0.00
\$0.00
\$0.00
\$0.00

TOTAL \$0.00

SUBCONTRACTOR TOTAL (\$68,092.50)

Change Order Proposal



C.O.P. # 223S064C-002

G.C. #

Date: 10/19/2022

Project Name: Yankton WWTP

Project #: 223S064C

To: John T Jones
Attn: Mike Jones
PO Box 2424

Fargo, ND 58102

From: Thompson Electric Company
Shannon Vornhagen
2300 7th Street
Sioux City, IA 51105

Phone: 701-232-3358 **Fax:** 701-235-8823

Phone: (712) 252-4221 **Fax:** (712) 252-5344

We hereby propose to make the following changes:

Relocate CT cabinets on the wall of the Pump/chlorination building

Replace stand alone CT cabinets with wall mounted CT cabinets on the Pump/Chlorination building. Cut into the (5) existing 3" conduits feeding from each transformer to the existing ATS and stub up into the new wall mounted CT cabinets then into the new MSB -A & MSB-B.
See the attached drawing.

Hydrovac Existing conduit area is included.

Does not include any work to level the existing transformer pads.

Change Order Price (\$68,092.50)

This price is good for 30 days. If conditions change, this price is void.

We are requesting a time extension of 0 days in conjunction with this change.

A handwritten signature in black ink, appearing to read 'Shannon Vornhagen', written over a horizontal line.

10/19/2022

Author

Date Sent

Accepted

The above prices and specifications of this Change Order request are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise specified.

Authorized Signature

Date of Acceptance

GENERAL NOTES

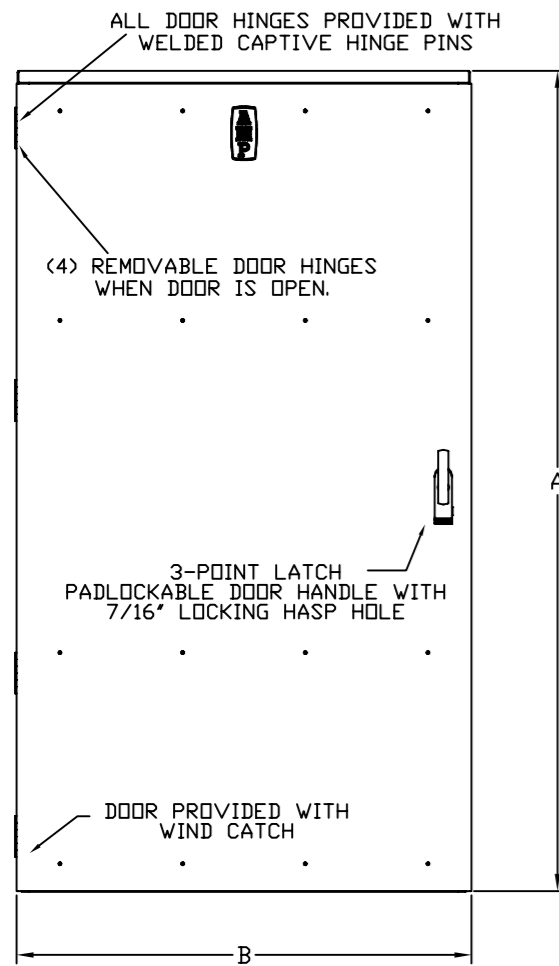
- 1- CURRENT TRANSFORMER CABINET COMPLIES WITH 'NATIONAL ELECTRICAL CODE'. DOOR HAS (4) HINGES WITH A 3 POINT DOOR LATCH AND PADLOCKABLE HANDLE WITH 7/16" LOCKING HASP HOLE.
- 2- 14 GA. GALV. STEEL MOUNTING PAN WITH 1 3/8" INSULATOR SUPPORTS FOR BUS WORK.
- 3- TWO 1/2" TRANSFORMER MOUNTING BOLTS, 1 3/4" CENTER TO CENTER FOR MOUNTING POWER CO. CT'S
- 4- 3/8" LUG MOUNTING BOLTS.
- 5- COPPER-ALUMINUM (1) 750MCM-#6 OR (2) 300MCM-#6 CABLE CONNECTION LUG. PROVISION FOR WPS LUGS AT 1200A.
- 6- NEUTRAL OR GROUNDED CONDUCTOR PROVIDED WITH (1) #14-#6 LUG FOR NEUTRAL TAP.
- 7- BAR OR DONUT TYPE CT FURNISHED BY UTILITY CENTER POSITION IS NOT REQUIRED IF SERVICE IS 1 ϕ ,3W.

NOTE: FAULT CURRENT RATINGS FOR ALL AMPERAGES 85,000 AMPS AT 600VAC WITH NO CABLE BRACING REQUIRED.

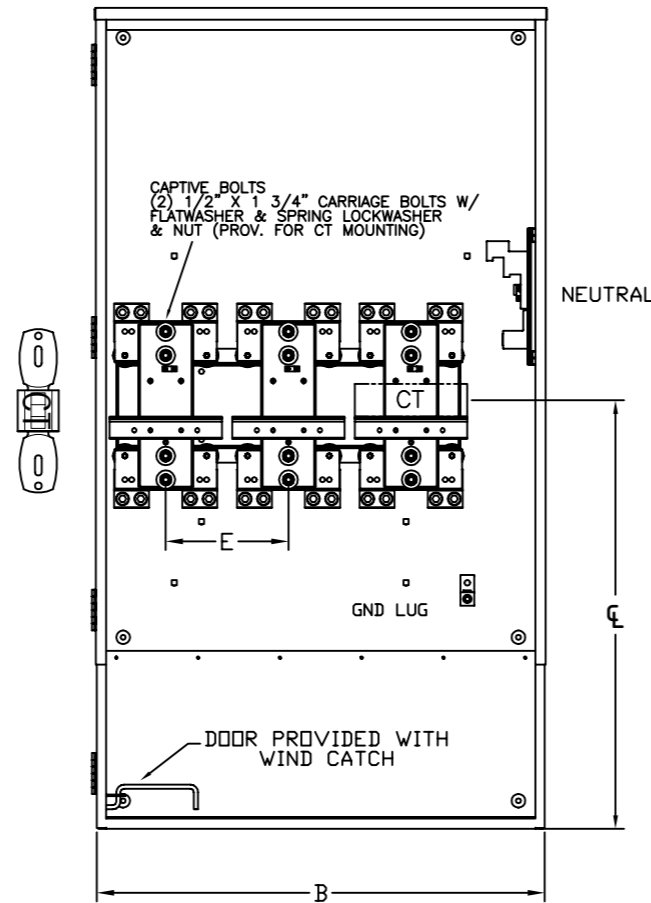
* ALL CABINETS ARE ETL LABELED FOR TYPE-3R APPLICATION PER U.L. 50 AND U.L. 414 STANDARDS. MEET ALL NATIONAL ELECTRICAL CODES & NEMA STANDARDS.

STANDARD ACCESSORIES:

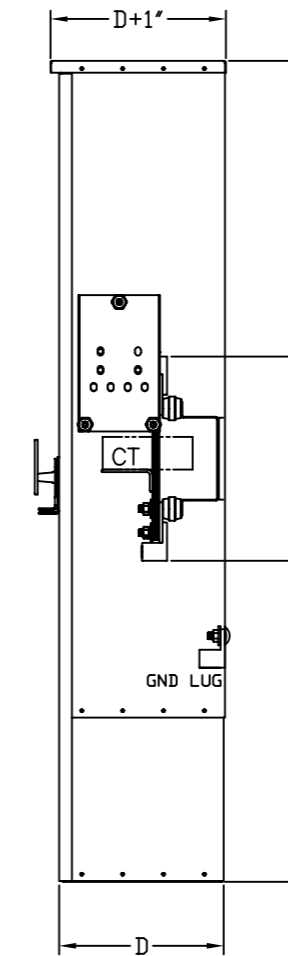
- WIND CATCH ON EXTERIOR DOOR
- MOUNTING HARDWARE FOR UTILITY CURRENT TRANSFORMERS.
- NEUTRAL PROVIDED WITH (1) #14-#6 LUG FOR NEUTRAL TAP.
- LUGS PROVIDED AS REQUIRED FOR UTILITY AND CONTRACTOR.



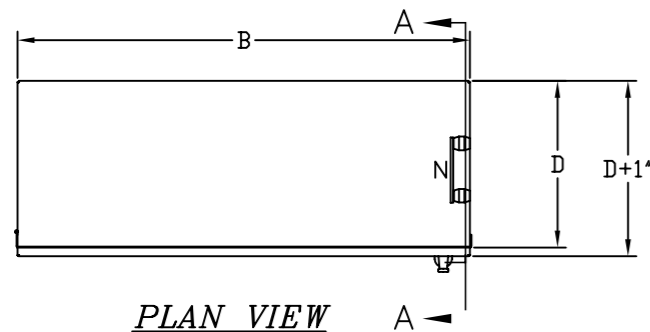
FRONT VIEW



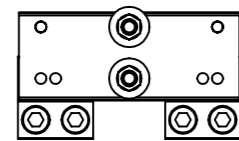
INTERIOR VIEW



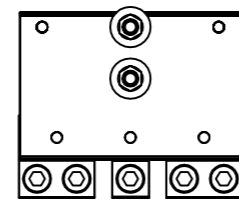
SIDE VIEW SECTION A-A



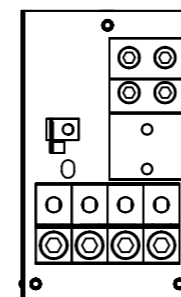
PLAN VIEW



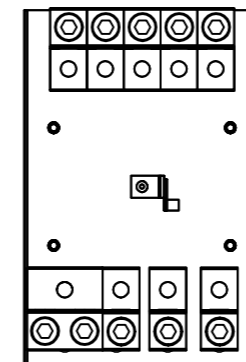
CTMB12 (AL)



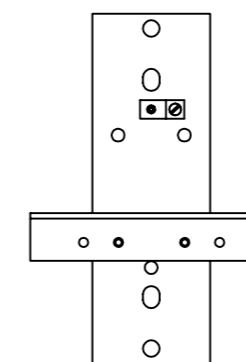
CTMB16 (CU)



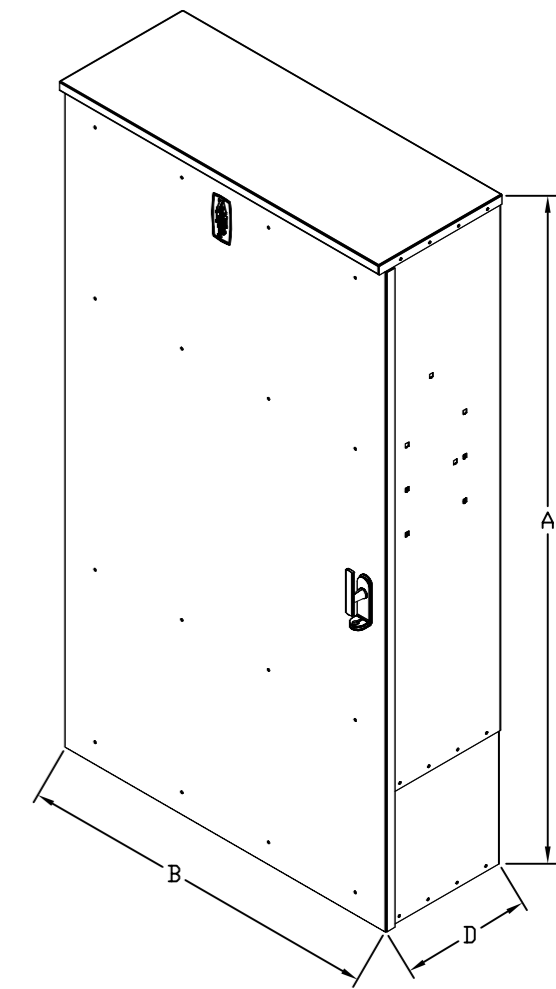
CTN12



CTNBWC



CTL-12



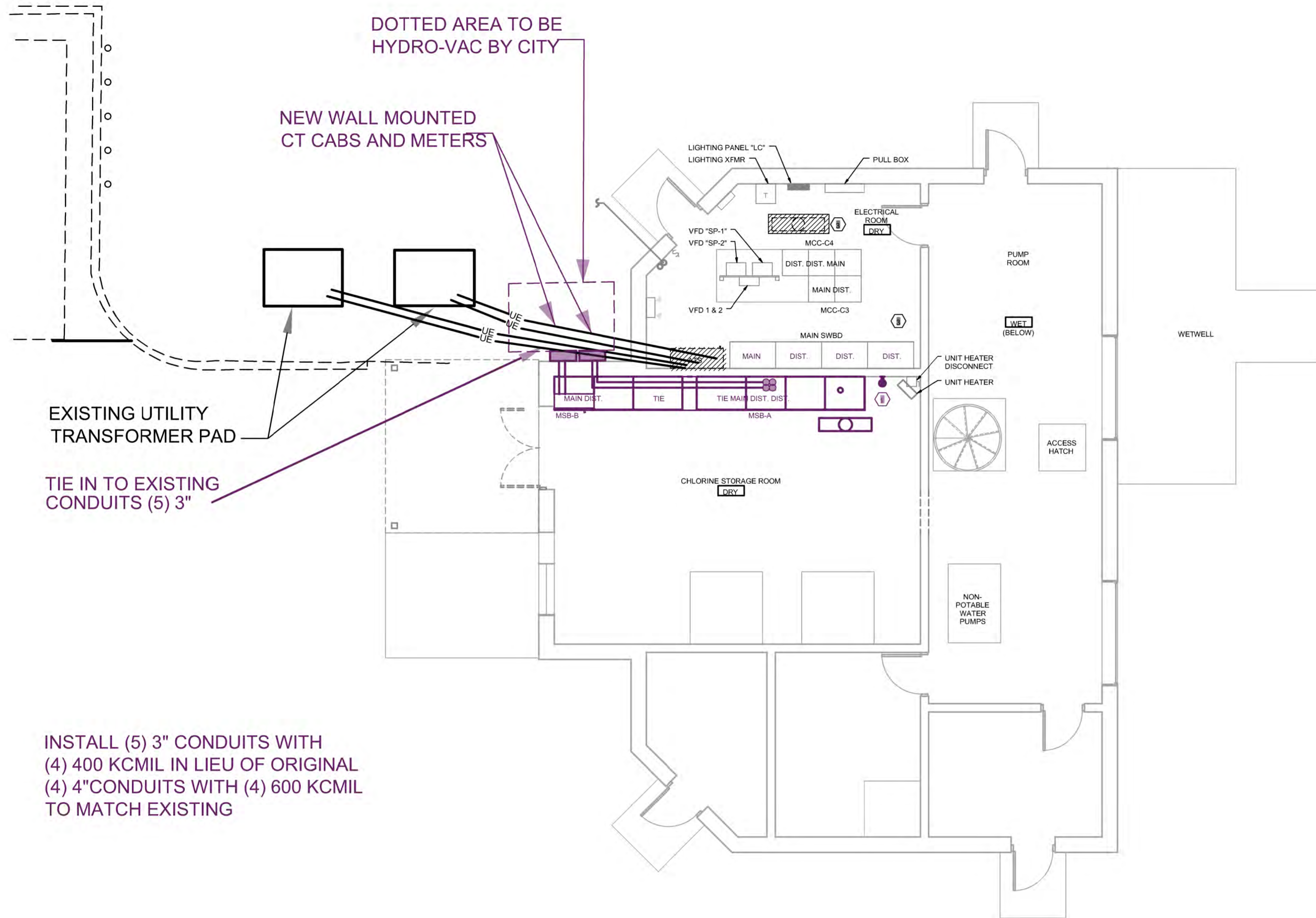
AMPACITY	COMPONENTS				LUGS/POLE		MINIMUM DIMENSION				
	BUS	3 ϕ CAT.#	1 ϕ CAT.#	CABINET	#6 - 750MCM	OR #6 - 300MCM	A	B	C	D	E
1200	AL	CT112-4L	CT112-3L	CL60	4	8	60"	33"	22"	12"	9"
1600	CU	CT16-4L	CT16-3L	CL60	5	10	60"	33"	22"	12"	9"

NOTE: FOR SINGLE PHASE UNITS, OMIT B ϕ BUS ASSEMBLY

REV. BY	DATE	JOB NAME	TITLE
ECP	07/26/06	XCEL ENERGY (EXCEPT WI/MI)	1200-1600 AMP
CP	08/28/06	METERING TRANSFORMER CABINET	480 VOLT OR LESS
ECP	05/07/09	CATALOG DRAWING	CURRENT TRANSFORMER CABINET
CP	09-30-09		CUSTOMER
TK	10/20/16		XCEL ENERGY (EXCEPT WI/MI)
			CUSTOMER NUMBER
			DRAWING NUMBER
			CT112-16-4L MN
			SHEET 1 OF 1



AMERICAN MIDWEST POWER
 3131 VICKSBURG LANE
 MINNEAPOLIS, MINNESOTA 55447
 PHONE (763) 551-1555 FAX (763) 551-9275



SHEET TITLE:
RFI TO MOVE CT/METERING FROM PAD MOUNT TO BUILDING WALL MOUNT

PROJECT NAME:
YANKTON WWTP

REVISION SCHEDULE	

SCALE:
NTS

DATE PUBLISHED:
09/23/2022

DRAWN BY:
S.ROL

REVIEWED BY:
-

PROJECT NUMBER:
223S064C

SHEET NUMBER:
E1.01



THOMPSON



PROJECT NAME: Yankton WWTP EDA Improvement DATE: 10/17/2022

PROJECT NUMBER: 10277925
SUBJECT: Double Throw Safety Switches - Generator Rack CPR ID.: 00005

DESCRIPTION OF CHANGE: Provide double throw safety switches upstream of existing motor starter at the equipment rack near generators.

All Work shall be in accordance with the terms, stipulations and conditions of original Contract Documents.

Time Change (Calendar Days): 0
Amount: \$15,863.00

Construction Mgr./Contractor: JTJ By: Mike Jones Date: 11-29-22 Recommendation: [X] Approval [] Rejection [] No Recommendation

Architect/Engineer: HDR Engineering, Inc. By: Kyle Lentz Date: 11/30/2022 Recommendation: [X] Approval [] Rejection [] No Recommendation

Owner: City of Yankton By: [Signature] Date: 11/30/2022 Action: [X] Approval [] Rejection

The Contractor is directed to make changes indicated above for the proposed amount and time after Owner approval. If allowed by the Contract Documents, this document is considered a fully executed Change Order after Owner approval.

Yankton Infrastructure WWTP EDA Improvements

Yankton, SD

PROPOSED CHANGE ORDER

REQUEST # 5

JTJ PROJECT #2201

DATE 10/10/22

PROPOSED CHANGE: Thompson to provide/install (2) double throw safety switches upstream of the existing motor starters located at the equipment rack along with (2) 100amp generator receptacles on the new double throw safety switches

SUMMARY SHEET

1	MATERIAL			
2	Material Cost			0
3	Sales Tax	@	6.50%	0
4	Material Handling Cost	@	5%	0
5	Expendable Material Cost	@	5%	0
6	TOTAL MATERIAL COST			\$0
7	LABOR			
	Manhours	@	\$45.00	\$0
	Supervision	@	\$70.00	\$0
8	Fringe Benefits	0.0 @	\$10.67	\$0
9	Hourly Labor Cost			\$0
10	Labor Overhead	@	45%	\$0
11	Tool Replacement Cost	@	5%	\$0
12	TOTAL LABOR COST			\$0
13	EQUIPMENT COSTS			\$0
14	OTHER DIRECT COSTS			\$143
15	SUBTOTAL			\$143
16	MARKUP	@	15%	\$21.38
17	SUBTOTAL			\$164
18	SUBCONTRACT COST			\$14,365
19	MARKUP	@	5%	\$718
20	TOTAL SUB CONTRACT COST			\$15,083
21	SUBTOTAL			\$15,247
22	BOND COST	@	1%	\$152
23	BUILDERS RISK	@	1%	\$152
24	EXCISE TAX	@	2%	\$311
25	SUBTOTAL			\$15,863

-After 30 days we reserve our right to renegotiate this proposal if it is not turned into a fully executed change order.

-This proposal may be withdrawn by John T. Jones Const. Co. if not accepted within 10 days.

-Payment to be made within 30 days of date of invoice.

25	CHANGE REQUEST TOTAL	\$15,863
	CONTRACT DURATION CHANGE REQUEST	0 DAYS

DIRECT COSTS

DESCRIPTION	TIME USED	COST RATE	LUMP SUM	TOTAL COST
-----	-----	-----	-----	-----
ENGINEERING OR DESIGN				
OFFICER	0.00	\$160.00	0.00	\$0.00
PROJECT MANAGER	1.00	\$125.00	0.00	\$125.00
ADMIN. ASSISTANT	0.50	\$35.00	0.00	\$17.50
PROJECT ENGINEER	0.00	\$90.00	0.00	\$0.00
FIELD ENGINEER	0.00	\$75.00	0.00	\$0.00
OFFICE OVERHEAD EXPENSE				
ESTIMATING	0.00	\$50.00	0.00	\$0.00
DRAFTING	0.00	\$45.00	0.00	\$0.00
SCHEDULER	0.00	\$60.00	0.00	\$0.00
	0.00	\$0.00	0.00	\$0.00
TELEPHONE OR MAIL				
TELEPHONE	0.00	\$25.00	0.00	\$0.00
FAX TIME	0.00	\$30.00	0.00	\$0.00
COPIER TIME	0.00	\$15.00	0.00	\$0.00
REPRODUCIBLES	0.00	\$30.00	0.00	\$0.00
MAIL/OVERNIGHT	0.00	\$10.00	0.00	\$0.00
COMPUTER TIME				
COMPUTER	0.00	\$10.00	0.00	\$0.00
COMPUTER SCHEDULE	0.00	\$25.00	0.00	\$0.00
CAD	0.00	\$30.00	0.00	\$0.00
PLOTTING	0.00	\$40.00	0.00	\$0.00
TRAVEL EXPENSE				
SITE VISIT (CAR)	0.00	\$65.00	0.00	\$0.00
SITE VISIT (PLANE)	0.00	\$300.00	0.00	\$0.00
	0.00	\$0.00	0.00	\$0.00
OTHER EXPENSE				
	1.00	\$0.00	0.00	\$0.00
	0.00	\$0.00	0.00	\$0.00
	0.00	\$0.00	0.00	\$0.00
PLAN/TAP FEES				
	0.00	\$0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00	\$0.00
	-----	-----	-----	-----
TOTAL DIRECT COST		\$142.50		

SUBCONTRACTS

SUBCONTRACTOR #1-6
Thompson \$14,365.00

TOTAL \$14,365.00

SUBCONTRACTOR #7-8

\$0.00

TOTAL \$0.00

SUBCONTRACTOR #3

\$0.00
\$0.00
\$0.00
\$0.00
\$0.00

TOTAL \$0.00

SUBCONTRACTOR #4

\$0.00
\$0.00
\$0.00
\$0.00
\$0.00

TOTAL \$0.00

SUBCONTRACTOR TOTAL \$14,365.00

Change Order Proposal



C.O.P. # 223S064C-003

G.C. #

Date: 10/10/2022

Project Name: Yankton WWTP

Project #: 223S064C

To: John T Jones
Attn: Mike Jones
PO Box 2424

 Fargo, ND 58102

From: Thompson Electric Company
Shannon Vornhagen
2300 7th Street
Sioux City, IA 51105

Phone: 701-232-3358 Fax: 701-235-8823

Phone: (712) 252-4221 Fax: (712) 252-5344

We hereby propose to make the following changes:

Per RFI#9 Effluent pump Generator response

Proposal per the response from RFI#9

Provide / Install (2) double throw safety switches upstream of the existing motor starters located at the equipment rack.
Provide / Install (2) 100amp generator receptacles on the new double throw safety switches.

Change Order Price

\$14,365.00

This price is good for 30 days. If conditions change, this price is void.

We are requesting a time extension of 0 days in conjunction with this change.

10/10/2022

Author

Date Sent



Accepted

The above prices and specifications of this Change Order request are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise specified.

Authorized Signature

Date of Acceptance



PROJECT NAME: Yankton WWTP EDA Improvement DATE: 10/17/2022

PROJECT NUMBER: 10277925

SUBJECT: Watermain Adjustment Credit CPR ID.: 00006

DESCRIPTION OF CHANGE:

Several fittings were not required to be installed for the watermain on Levee St for the installation of the 42" FRP pipe to the Inlet Bldg. Some fittings were used to adjust the 6" sludge piping on the west side of the Aeration Bldg.

All Work shall be in accordance with the terms, stipulations and conditions of original Contract Documents.

Time Change (Calendar Days): 0
 Amount: (\$8,803.00)

Construction Mgr./Contractor:	By:	Date:	Recommendation:
JTJ	<i>Mike Jones</i>	11-29-22	<input checked="" type="checkbox"/> Approval <input type="checkbox"/> Rejection <input type="checkbox"/> No Recommendation

Architect/Engineer:	By:	Date:	Recommendation:
HDR Engineering, Inc.	<i>Kyle Lentch</i>	11/30/2022	<input checked="" type="checkbox"/> Approval <input type="checkbox"/> Rejection <input type="checkbox"/> No Recommendation

Owner:	By:	Date:	Action:
City of Yankton	<i>[Signature]</i>	11/30/2022	<input checked="" type="checkbox"/> Approval <input type="checkbox"/> Rejection

The Contractor is directed to make changes indicated above for the proposed amount and time after Owner approval.
 If allowed by the Contract Documents, this document is considered a fully executed Change Order after Owner approval.

Yankton Infrastructure WWTP EDA Improvements
Yankton, SD

PROPOSED CHANGE ORDER
 REQUEST # 6
 DATE 11/07/22

JTJ PROJECT # 2201

PROPOSED CHANGE: Deduct for watermain adjustments JTJ did not have to make. JTJ still had to expose all of these lines to confirm existing elevations would be acceptable. Includes additional work chipping out unforeseen concrete block around existing pipe on North end of Levee St. Revised to include 6" gate valve that was added to the non-potable line running east of the splitter structure per HDR's instruction.

SUMMARY SHEET

1 MATERIAL			
2 Material Cost			-7,792
3 Sales Tax	@	0.00%	0
4 Material Handling Cost	@	0%	0
5 Expendable Material Cost	@	5%	-390
6 TOTAL MATERIAL COST			(\$8,181)
7 LABOR			
Manhours	-7.0 @	\$45.00	(\$315)
Supervision	-0.4 @	\$70.00	(\$25)
8 Fringe Benefits	-7.0 @	\$10.67	(\$75)
9 Hourly Labor Cost			(\$414)
10 Labor Overhead	@	45%	(\$186)
11 Tool Replacement Cost	@	5%	(\$21)
12 TOTAL LABOR COST			(\$621)
13 EQUIPMENT COSTS			\$0
14 OTHER DIRECT COSTS			\$0
15	SUBTOTAL		(\$8,803)
16 MARKUP	@	0%	\$0.00
17	SUBTOTAL		(\$8,803)
18 SUBCONTRACT COST			\$0
19 MARKUP	@	0%	\$0
20 TOTAL SUB CONTRACT COST			\$0
21	SUBTOTAL		(\$8,803)
22 BOND COST	@	0%	\$0
23 BUILDERS RISK	@	0%	\$0
24 EXCISE TAX	@	0%	\$0
25	SUBTOTAL		(\$8,803)

-After 30 days we reserve our right to renegotiate this proposal if it is not turned into a fully executed change order.
 -This proposal may be withdrawn by John T. Jones Const. Co. if not accepted within 10 days.
 -Payment to be made within 30 days of date of invoice.

25	CHANGE REQUEST TOTAL	(\$8,803)
	CONTRACT DURATION CHANGE REQUEST	0 DAYS

LABOR & MATERIAL WORKSHEET #1

SIZE	DESCRIPTION	QUANT	LABOR UNIT	TOTAL UNITS	MATERIAL	
					UNIT PRICE	TOTAL PRICE
1.00	Piping materials (Core & Main)	1	0.00	0.00	(\$7,791.70)	(\$7,791.70)
		0		0.00	\$0.00	\$0.00
			0.00	0.00		\$0.00
		0	0.00	0.00	\$0.00	\$0.00
		0	0.00	0.00	\$0.00	\$0.00
		0	0.00	0.00	\$0.00	\$0.00
		0	0.00	0.00	\$0.00	\$0.00
		0	0.00	0.00	\$0.00	\$0.00
		0	0.00	0.00	\$0.00	\$0.00
		0	0.00	0.00	\$0.00	\$0.00
		0	0.00	0.00	\$0.00	\$0.00
		0	0.00	0.00	\$0.00	\$0.00
		0	0.00	0.00	\$0.00	\$0.00
		0	0.00	0.00	\$0.00	\$0.00
		0	0.00	0.00	\$0.00	\$0.00
		0	0.00	0.00	\$0.00	\$0.00
		0	0.00	0.00	\$0.00	\$0.00
		0	0.00	0.00	\$0.00	\$0.00
		0	0.00	0.00	\$0.00	\$0.00
		0	0.00	0.00	\$0.00	\$0.00
		0	0.00	0.00	\$0.00	\$0.00
		0	0.00	0.00	\$0.00	\$0.00
		0	0.00	0.00	\$0.00	\$0.00
		0	0.00	0.00	\$0.00	\$0.00
		0	0.00	0.00	\$0.00	\$0.00
		0	0.00	0.00	\$0.00	\$0.00
		0	0.00	0.00	\$0.00	\$0.00
-----				-----		
	TOTAL LABOR UNITS			0.00		
	TOTAL MATERIAL					(\$7,791.70)



CORE & MAIN LP #245
 5145 211TH STREET W, PO BOX 249
 FARMINGTON MN 55044
 P (651) 463-6090 / F (651) 463-4554

JOB NAME: WWTP IMPROVEMENTS - WM CREDITS
 LOCATION: YANKTON, SD
 ENGINEER: HDR, INC.
 BID DATE: N/A

BID ID #: N/A				SELL PRICE			CREDIT		
QTY	UoM	DESCRIPTION	SALES ORDER	\$ NET/EA	\$ EXT	RESTOCK %	\$ NET/EA	\$ EXT	Line
		PIPE AND FITTINGS							
2	EA	6" DI C153 MJ LONG SLEEVE L/ACC	R111761	\$137.82	\$275.64	20%	\$110.26	\$220.51	5
8	EA	6" DI C153 MJ 45 BEND L/ACC	R111761	\$129.10	\$1,032.80	20%	\$103.28	\$826.24	7
2	EA	6" MJ RW GATE VALVE	R111761	\$978.55	\$1,957.10	20%	\$782.84	\$1,565.68	782.84
80	LF	6" CL 235 DR-18 C-900 PVC PIPE	R111761	\$15.73	\$1,258.40	20%	\$12.58	\$1,006.72	9
2	EA	6" DI C153 MJ 90 BEND L/ACC	R111761	\$157.01	\$314.02	20%	\$125.61	\$251.22	10
1	EA	6" DI C153 MJ TEE L/ACC	R111761	\$225.93	\$225.93	20%	\$180.74	\$180.74	11
1	EA	4" DI C153 MJ LONG SLEEVE L/ACC	NO SHIP	\$92.46	\$92.46	0%	\$92.46	\$92.46	12
4	EA	4" DI C153 MJ 45 BEND L/ACC	NO SHIP	\$82.88	\$331.52	0%	\$82.88	\$331.52	13
1	EA	4" MJ RW GATE VALVE	R111761	\$766.58	\$766.58	20%	\$613.26	\$613.26	14
20	LF	4" CL 235 DR-18 C-900 PVC PIPE	NO SHIP	\$7.69	\$153.80	0%	\$7.69	\$153.80	15
2	EA	6" DI C153 MJ CAP L/ACC	R111761	\$62.81	\$125.62	20%	\$50.25	\$100.50	16
20	LF	2" SCH80 PVC	R156970	\$2.64	\$52.80	20%	\$2.11	\$42.24	17
		ACCESSORIES							
3	EA	6" MJ GASKET - SBR	R111761	\$3.31	\$109.23	20%	\$2.65	\$87.38	82.15
3	EA	6" MJ RESTRAINT FOR PVC	R111761	\$43.79	\$1,445.07	20%	\$35.03	\$1,166.06	1,085.93
198	EA	3/4" X 3-1/2" 304 SS T-HEAD BOLT & NUT	R111761	\$17.44	\$3,453.12	20%	\$13.95	\$2,762.50	22
12	EA	4" MJ GASKET - SBR	R156970	\$2.25	\$27.00	20%	\$1.80	\$21.60	23
12	EA	4" MJ RESTRAINT FOR PVC	R156970	\$36.13	\$433.56	20%	\$28.90	\$346.85	24
48	EA	3/4" X 3-1/2" 304 SS T-HEAD BOLT & NUT	R111761	\$17.44	\$837.12	20%	\$13.95	\$669.70	25
		GATE VALVE ACCESSORIES							
1	EA	VALVE BOX ADAPTER	R111761	\$42.00	\$126.00	20%	\$33.60	\$100.80	33.60
1	EA	24B CI BOTTOM SECTION	R111761	\$87.15	\$261.45	20%	\$69.72	\$209.16	69.72
1	EA	6850-60 26T TOP SECTION	R111761	\$124.95	\$374.85	20%	\$99.96	\$299.88	99.96
1	EA	5-1/4 FB LID "WATER"	R111761	\$22.05	\$66.15	20%	\$17.64	\$52.92	17.64
		TOTAL:						\$11,081.72	32

= \$9,791.70

- \$2,000 (freight)

deduct = \$7,791.70



PROJECT NAME: Yankton WWTP EDA Improvement DATE: 11/1/2022

PROJECT NUMBER: 10277925

SUBJECT: Additional Wet Well Coating CPR ID.: 00007

DESCRIPTION OF CHANGE:

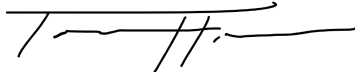
Due to the condition of the existing Aeration Building wet well and additional coating of the Tnemec 217 was required to fill in the gaps and cover the exposed aggregate along all of the walls. The ceiling did not require additional coating.

All Work shall be in accordance with the terms, stipulations and conditions of original Contract Documents.

Time Change (Calendar Days): 14
 Amount: \$98,042.00

Construction Mgr./Contractor:	By:	Date:	Recommendation:
<i>JTJ</i>	<i>Mike Jones</i>	<i>11-29-22</i>	<input checked="" type="checkbox"/> Approval <input type="checkbox"/> Rejection <input type="checkbox"/> No Recommendation

Architect/Engineer:	By:	Date:	Recommendation:
HDR Engineering, Inc.	<i>Kyle Lentz</i>	11/30/2022	<input checked="" type="checkbox"/> Approval <input type="checkbox"/> Rejection <input type="checkbox"/> No Recommendation

Owner:	By:	Date:	Action:
City of Yankton		11/30/2022	<input checked="" type="checkbox"/> Approval <input type="checkbox"/> Rejection

The Contractor is directed to make changes indicated above for the proposed amount and time after Owner approval.
 If allowed by the Contract Documents, this document is considered a fully executed Change Order after Owner approval.

Yankton Infrastructure WWTP EDA Improvements

Yankton, SD

PROPOSED CHANGE ORDER

REQUEST # 7

JTJ PROJECT #2201

DATE 11/02/22

PROPOSED CHANGE: Additional wet well grouting required due to condition of existing concrete walls. See attached email from Matt Mongan for more detail on the grouting and coating process. This price includes a lump sum for 2 weeks of bypass. Additional weeks at a unit price of \$30,972 per week. Revised to include Mongan price reduction.

SUMMARY SHEET

1 MATERIAL				
2 Material Cost			15,000	
3 Sales Tax	@	6.50%	975	
4 Material Handling Cost	@	5%	750	
5 Expendable Material Cost	@	5%	750	
6 TOTAL MATERIAL COST				\$17,475
7 LABOR				
Manhours	50.0 @	\$45.00	\$2,250	
Supervision	7.5 @	\$70.00	\$525	
8 Fringe Benifits	50.0 @	\$10.67	\$534	
9 Hourly Labor Cost			\$3,309	
10 Labor Overhead	@	45%	\$1,489	
11 Tool Replacement Cost	@	5%	\$165	
12 TOTAL LABOR COST				\$4,963
13 EQUIPMENT COSTS				\$0
14 OTHER DIRECT COSTS				\$285
15		SUBTOTAL		\$22,723
16 MARKUP	@	15%	\$3,408.41	
17		SUBTOTAL		\$26,131
18 SUBCONTRACT COST			\$64,861	
19 MARKUP	@	5%	\$3,243	
20 TOTAL SUB CONTRACT COST				\$68,104
21		SUBTOTAL		\$94,235
22 BOND COST	@	1%	\$942	
23 BUILDERS RISK	@	1%	\$942	
24 EXCISE TAX	@	2%	\$1,922	
25		SUBTOTAL		\$98,042

-After 30 days we reserve our right to renegotiate this proposal if it is not turned into a fully executed change order.

-This proposal may be withdrawn by John T. Jones Const. Co. if not accepted within 10 days.

-Payment to be made within 30 days of date of invoice.

25	CHANGE REQUEST TOTAL	\$98,042
	CONTRACT DURATION CHANGE REQUEST	14 days + any additional weeks

LABOR & MATERIAL WORKSHEET #1

SIZE	DESCRIPTION	QUANT			MATERIAL	
			LABOR UNIT	TOTAL UNITS	UNIT PRICE	TOTAL PRICE
-	-	-	-	-	-	-
1.00	John T. Jones labor for additional bypass monitoring - 2 weeks	1	50.00	50.00	\$0.00	\$0.00
1.00	John T. Jones cost for fuel, oil for bypass pumping (200 gallons/day) - 2 weeks	1	0.00	0.00	\$15,000.00	\$15,000.00
		0	0.00	0.00	\$0.00	\$0.00
		0	0.00	0.00	\$0.00	\$0.00
			0.00	0.00	\$0.00	\$0.00
		0	0.00	0.00	\$0.00	\$0.00
			0.00	0.00	\$0.00	\$0.00
		0	0.00	0.00	\$0.00	\$0.00
		0	0.00	0.00	\$0.00	\$0.00
		0	0.00	0.00	\$0.00	\$0.00
			0.00	0.00	\$0.00	\$0.00
			0.00	0.00	\$0.00	\$0.00
			0.00	0.00	\$0.00	\$0.00
		0	0.00	0.00	\$0.00	\$0.00
		0	0.00	0.00	\$0.00	\$0.00
		0	0.00	0.00	\$0.00	\$0.00
		0	0.00	0.00	\$0.00	\$0.00
		0	0.00	0.00	\$0.00	\$0.00
		0	0.00	0.00	\$0.00	\$0.00
		0	0.00	0.00	\$0.00	\$0.00
		0	0.00	0.00	\$0.00	\$0.00
		0	0.00	0.00	\$0.00	\$0.00
		0	0.00	0.00	\$0.00	\$0.00
		0	0.00	0.00	\$0.00	\$0.00
	TOTAL LABOR UNITS			50.00		
	TOTAL MATERIAL					\$15,000.00

DIRECT COSTS

DESCRIPTION	TIME USED	COST RATE	LUMP SUM	TOTAL COST
ENGINEERING OR DESIGN				
OFFICER	0.00	\$160.00	0.00	\$0.00
PROJECT MANAGER	2.00	\$125.00	0.00	\$250.00
ADMIN. ASSISTANT	1.00	\$35.00	0.00	\$35.00
PROJECT ENGINEER	0.00	\$90.00	0.00	\$0.00
FIELD ENGINEER	0.00	\$75.00	0.00	\$0.00
OFFICE OVERHEAD EXPENSE				
ESTIMATING	0.00	\$50.00	0.00	\$0.00
DRAFTING	0.00	\$45.00	0.00	\$0.00
SCHEDULER	0.00	\$60.00	0.00	\$0.00
	0.00	\$0.00	0.00	\$0.00
TELEPHONE OR MAIL				
TELEPHONE	0.00	\$25.00	0.00	\$0.00
FAX TIME	0.00	\$30.00	0.00	\$0.00
COPIER TIME	0.00	\$15.00	0.00	\$0.00
REPRODUCIBLES	0.00	\$30.00	0.00	\$0.00
MAIL/OVERNIGHT	0.00	\$10.00	0.00	\$0.00
COMPUTER TIME				
COMPUTER	0.00	\$10.00	0.00	\$0.00
COMPUTER SCHEDULE	0.00	\$25.00	0.00	\$0.00
CAD	0.00	\$30.00	0.00	\$0.00
PLOTTING	0.00	\$40.00	0.00	\$0.00
TRAVEL EXPENSE				
SITE VISIT (CAR)	0.00	\$65.00	0.00	\$0.00
SITE VISIT (PLANE)	0.00	\$300.00	0.00	\$0.00
	0.00	\$0.00	0.00	\$0.00
OTHER EXPENSE				
	1.00	\$0.00	0.00	\$0.00
	0.00	\$0.00	0.00	\$0.00
	0.00	\$0.00	0.00	\$0.00
PLAN/TAP FEES				
	0.00	\$0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00	\$0.00
TOTAL DIRECT COST		\$285.00		

SUBCONTRACTS

SUBCONTRACTOR #1-6

Mongan	\$34,313.00
Mersino	\$30,548.00

TOTAL	\$64,861.00
-------	-------------

SUBCONTRACTOR #7-8

\$0.00

TOTAL \$0.00

SUBCONTRACTOR #3

\$0.00
\$0.00
\$0.00
\$0.00
\$0.00

TOTAL \$0.00

SUBCONTRACTOR #4

\$0.00
\$0.00
\$0.00
\$0.00
\$0.00

TOTAL \$0.00

SUBCONTRACTOR TOTAL \$64,861.00

Mike Jones

From: Matt Mongan <matt@monganpainting.net>
Sent: Friday, October 28, 2022 7:11 AM
To: Tim Boland; Mike Jones
Subject: Yankton Wetwell

Since we didn't have to do the ceiling with the 217 in the wet well and didn't use as much material as we had thought we would, we can knock down the wet well extra price to \$34,312.50.

Tim – couple guys headed to Rockwell City today to start prepping.

Thanks,

Matt Mongan
Mongan Painting LLC
720 Sleezer Rd.
Cherokee, IA. 51012
Cell 712-261-1435 Office 712-225-0626
NACE Certified Coating Inspector Level 3 #14228

PROJECT NAME: Yankton WWTP EDA Improvement DATE: 11/8/2022

PROJECT NUMBER: 10277925
SUBJECT: Deduct to pour one sided wall at secondary splitter structure CPR ID.: 00008

DESCRIPTION OF CHANGE:

Deduct to pour a one sided wall at the secondary splitter structure instead of sawing and removing the entire wall and slab from the structure as noted in the plans. The one sided wall is the same detail as the wall going into the inlet building.

All Work shall be in accordance with the terms, stipulations and conditions of original Contract Documents.

Time Change (Calendar Days): 0
Amount: (\$4,793.00)

Construction Mgr./Contractor: JTJ By: Mike Jones Date: 11-29-22 Recommendation: [X] Approval [] Rejection [] No Recommendation

Architect/Engineer: HDR Engineering, Inc. By: Kyle Lentsch Date: 11/30/2022 Recommendation: [X] Approval [] Rejection [] No Recommendation

Owner: City of Yankton By: [Signature] Date: 11/30/2022 Action: [X] Approval [] Rejection

The Contractor is directed to make changes indicated above for the proposed amount and time after Owner approval. If allowed by the Contract Documents, this document is considered a fully executed Change Order after Owner approval.

Yankton Infrastructure WWTP EDA Improvements

Yankton, SD

PROPOSED CHANGE ORDER

REQUEST # 8

JTJ PROJECT # 2201

DATE 11/07/22

PROPOSED CHANGE: Deduct to pour one-sided wall against outside splitter structure wall instead of removing entire wall and slab from end of structure

SUMMARY SHEET

1 MATERIAL				
2 Material Cost			0	
3 Sales Tax	@	0.00%	0	
4 Material Handling Cost	@	0%	0	
5 Expendable Material Cost	@	5%	0	
6 TOTAL MATERIAL COST				\$0
7 LABOR				
Manhours	-54.0 @	\$45.00	(\$2,430)	
Supervision	-2.7 @	\$70.00	(\$189)	
8 Fringe Benefits	-54.0 @	\$10.67	(\$576)	
9 Hourly Labor Cost			(\$3,195)	
10 Labor Overhead	@	45%	(\$1,438)	
11 Tool Replacement Cost	@	5%	(\$160)	
12 TOTAL LABOR COST				(\$4,793)
13 EQUIPMENT COSTS				\$0
14 OTHER DIRECT COSTS				\$0
15	SUBTOTAL			(\$4,793)
16 MARKUP	@	0%	\$0.00	
17	SUBTOTAL			(\$4,793)
18 SUBCONTRACT COST			\$0	
19 MARKUP	@	0%	\$0	
20 TOTAL SUB CONTRACT COST				\$0
21	SUBTOTAL			(\$4,793)
22 BOND COST	@	0%		\$0
23 BUILDERS RISK	@	0%		\$0
24 EXCISE TAX	@	0%		\$0
25	SUBTOTAL			(\$4,793)

-After 30 days we reserve our right to renegotiate this proposal if it is not turned into a fully executed change order.

-This proposal may be withdrawn by John T. Jones Const. Co. if not accepted within 10 days.

-Payment to be made within 30 days of date of invoice.

25	CHANGE REQUEST TOTAL	(\$4,793)
	CONTRACT DURATION CHANGE REQUEST	0 DAYS



PROJECT NAME: Yankton WWTP EDA Improvement DATE: 11/23/2022
 PROJECT NUMBER: 10277925
 SUBJECT: West Aeration Bldg Lines Deduct CPR ID.: 00009

DESCRIPTION OF CHANGE:
 Deduct for not repairing the lines that are not level coming out of the west side of the Aeration building.

All Work shall be in accordance with the terms, stipulations and conditions of original Contract Documents.

Time Change (Calendar Days): 0
 Amount: (\$25,019.00)

Construction Mgr./Contractor:	By:	Date:	Recommendation:
JTJ	<i>Mike Jones</i>	11-29-22	<input checked="" type="checkbox"/> Approval <input type="checkbox"/> Rejection <input type="checkbox"/> No Recommendation

Architect/Engineer:	By:	Date:	Recommendation:
HDR Engineering, Inc.	<i>Kyle Lentoch</i>	11/30/2022	<input checked="" type="checkbox"/> Approval <input type="checkbox"/> Rejection <input type="checkbox"/> No Recommendation

Owner:	By:	Date:	Action:
City of Yankton	<i>[Signature]</i>	11/30/2022	<input checked="" type="checkbox"/> Approval <input type="checkbox"/> Rejection

The Contractor is directed to make changes indicated above for the proposed amount and time after Owner approval.
 If allowed by the Contract Documents, this document is considered a fully executed Change Order after Owner approval.

**Yankton Infrastructure WWTP EDA Improvements
Yankton, SD**

PROPOSED CHANGE ORDER

JTJ PROJECT # 2201

REQUEST # 9
DATE 11/29/22

PROPOSED CHANGE: Deduct for not repairing lines that are out of level coming out the west side of the aeration building. John T. Jones still performed full excavation/backfill of area to determine the proper course of action.

SUMMARY SHEET

1 MATERIAL				
2 Material Cost			-20,718	
3 Sales Tax	@	0.00%	0	
4 Material Handling Cost	@	0%	0	
5 Expendable Material Cost	@	5%	-1,036	
6 TOTAL MATERIAL COST				(\$21,754)
7 LABOR				
Manhours	-40.0 @	\$45.00	(\$1,800)	
Supervision	-2.0 @	\$70.00	(\$140)	
8 Fringe Benefits	-40.0 @	\$10.67	(\$427)	
9 Hourly Labor Cost			(\$2,367)	
10 Labor Overhead	@	45%	(\$1,065)	
11 Tool Replacement Cost	@	5%	(\$118)	
12 TOTAL LABOR COST				(\$3,550)
13 EQUIPMENT COSTS				\$0
14 OTHER DIRECT COSTS				\$285
15				
	SUBTOTAL			(\$25,019)
16 MARKUP	@	0%	\$0.00	
17				
	SUBTOTAL			(\$25,019)
18 SUBCONTRACT COST			\$0	
19 MARKUP	@	0%	\$0	
20 TOTAL SUB CONTRACT COST				\$0
21				
	SUBTOTAL			(\$25,019)
22 BOND COST	@	0%		\$0
23 BUILDERS RISK	@	0%		\$0
24 EXCISE TAX	@	0%		\$0
25				
	SUBTOTAL			(\$25,019)

-After 30 days we reserve our right to renegotiate this proposal if it is not turned into a fully executed change order.
 -This proposal may be withdrawn by John T. Jones Const. Co. if not accepted within 10 days.
 -Payment to be made within 30 days of date of invoice.

25	CHANGE REQUEST TOTAL	(\$25,019)
	CONTRACT DURATION CHANGE REQUEST	0 DAYS

DIRECT COSTS

DESCRIPTION	TIME USED	COST RATE	LUMP SUM	TOTAL COST
-----	-----	-----	-----	-----
ENGINEERING OR DESIGN				
OFFICER	0.00	\$160.00	0.00	\$0.00
PROJECT MANAGER	2.00	\$125.00	0.00	\$250.00
ADMIN. ASSISTANT	1.00	\$35.00	0.00	\$35.00
PROJECT ENGINEER	0.00	\$90.00	0.00	\$0.00
FIELD ENGINEER	0.00	\$75.00	0.00	\$0.00
OFFICE OVERHEAD EXPENSE				
ESTIMATING	0.00	\$50.00	0.00	\$0.00
DRAFTING	0.00	\$45.00	0.00	\$0.00
SCHEDULER	0.00	\$60.00	0.00	\$0.00
	0.00	\$0.00	0.00	\$0.00
TELEPHONE OR MAIL				
TELEPHONE	0.00	\$25.00	0.00	\$0.00
FAX TIME	0.00	\$30.00	0.00	\$0.00
COPIER TIME	0.00	\$15.00	0.00	\$0.00
REPRODUCIBLES	0.00	\$30.00	0.00	\$0.00
MAIL/OVERNIGHT	0.00	\$10.00	0.00	\$0.00
COMPUTER TIME				
COMPUTER	0.00	\$10.00	0.00	\$0.00
COMPUTER SCHEDULE	0.00	\$25.00	0.00	\$0.00
CAD	0.00	\$30.00	0.00	\$0.00
PLOTTING	0.00	\$40.00	0.00	\$0.00
TRAVEL EXPENSE				
SITE VISIT (CAR)	0.00	\$65.00	0.00	\$0.00
SITE VISIT (PLANE)	0.00	\$300.00	0.00	\$0.00
	0.00	\$0.00	0.00	\$0.00
OTHER EXPENSE				
	1.00	\$0.00	0.00	\$0.00
	0.00	\$0.00	0.00	\$0.00
	0.00	\$0.00	0.00	\$0.00
PLAN/TAP FEES				
	0.00	\$0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00	\$0.00
	-----	-----	-----	-----
TOTAL DIRECT COST		\$285.00		



Bid Proposal

Post-Bid Yankton WWTP EDA Improvements

JOHN T JONES CONSTRUCTION

Job Location: Yankton, SD
Engineer: HDR
Bid Date: 03/30/2022 04:00 pm
Bid Due Date:
Addendum Number:
Plan Sheet Date: 02/27/2022
Core & Main Bid #: 2303493

Core & Main

2101 E 54th St N
 Sioux Falls, SD 57104
 Phone: 605-339-2814
 Fax: 605-339-2632

Disclaimers

DUE TO CURRENT SUPPLY CHAIN DISRUPTIONS, MATERIALS ARE SUBJECT TO PRICING AT TIME OF SHIPMENT. MATERIAL AVAILABILITY A TIMELINESS OF SHIPMENTS CANNOT BE GUARANTEED. THIS TERM SUPERSEDES ALL OTHER CONTRACTUAL PROVISIONS.

This project is being bid in accordance with AIS requirements

Qty	Description	UoM	Sell	Ext Sell	Ext Weight
PROCESS PIPING					
6" WAS PIPING - 08D101 SLUDGE & DRAIN PIPING					
1	6" FLG TEE PRIMED USA C110	EA	\$444.91	\$444.91	98
1	6"FLG PLUG VALVE W/HANDWHEEL (08PV-101)	EA	See Pkg	See Pkg	0
1	6" FLG TEE PRIMED USA C110	EA	\$444.91	\$444.91	98
1	6"X2" TAPT BLIND FLG PRIME USA	EA	\$162.99	\$162.99	22
FLUSHING CONNECTION					
1	2X1-1/2 304SS HEX BUSHING	EA	\$156.80	\$156.80	0
1	1-1/2X4 304SS NIPPLE	EA	\$20.80	\$20.80	0
1	1-1/2" FIP SS BALL VALVE	EA	\$150.86	\$150.86	0
1	1-1/2" SS FEMALE CAMLOCK X MIPT - 150-BSS	EA	\$71.18	\$71.18	0
REMAINING FLUSHING MATERIALS BY OTHERS					
1	RFCA-6.90 6 RSTR FLG CPLG ADPT	EA	\$472.06	\$472.06	40
CONTRACTOR TO ADJUST THE LENGTH OF THE FOLLOWING SPOOL BASED ON LIMITS OF REMOVAL					
1	6 PEXPE DI PIPE 8' PR USA	EA	\$1,588.08	\$1,588.08	0
LINK SEALS BELOW ARE FOR A 10" HOLE (2 BELTS/HOLE) (10 LINKS PER BELT)					
20	LS-410-SS LINK SEAL	EA	\$20.37	\$407.40	16
RETURN SLUDGE PIPING					
1	RFCA-6.90 6 RSTR FLG CPLG ADPT	EA	\$472.06	\$472.06	40

**CONTRACTOR TO ADJUST THE
LENGTH OF THE FOLLOWING SPOOL**

BASED ON LIMITS OF REMOVAL

3	6 PEXPE DI PIPE PR 16'6" PRIMED USA	EA	\$3,248.64	\$9,745.92	0
2	6 MJ 90 C153 ZN USA	EA	\$208.25	\$416.50	0
4	6" MJ DI RESTRAINT	EA	\$34.64	\$138.56	24
12	3/4" X 4" SS MJ B&N USA	EA	\$18.13	\$217.56	10
2	6" MJ GASKET	EA	\$3.31	\$6.62	1

**LINK SEALS BELOW ARE FOR A
10" HOLE (2 BELTS/HOLE)
(10 LINKS PER BELT)**

20	LS-410-SS LINK SEAL	EA	\$20.37	\$407.40	16
----	---------------------	----	---------	----------	----

6" WAS FROM SSDS

**CONTRACTOR TO ADJUST THE
LENGTH OF THE FOLLOWING SPOOL**

BASED ON LIMITS OF REMOVAL

1	6 FLGXPE DI PIPE PR 6'	EA	\$1,470.08	\$1,470.08	145
2	6 MJ 90 C153 ZN USA	EA	\$208.25	\$416.50	0
4	6" MJ DI RESTRAINT	EA	\$34.64	\$138.56	24
12	3/4" X 4" SS MJ B&N USA	EA	\$18.13	\$217.56	10
2	6" MJ GASKET	EA	\$3.31	\$6.62	1

**LINK SEALS BELOW ARE FOR A
10" HOLE (2 BELTS/HOLE)
(10 LINKS PER BELT)**

20	LS-410-SS LINK SEAL	EA	\$20.37	\$407.40	16
80	3/4"X3-1/2" SS HEX BOLT USA	EA	\$20.72	\$1,657.60	80
80	3/4" SS HEX NUT USA	EA	\$12.95	\$1,036.00	10
10	6" FLANGE GASKET	EA	\$4.32	\$43.20	3

Total **\$20,718.13**

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME,

<https://coreandmain.com/TandC/>

Mike Jones

From: Lentsch, Kyle <Kyle.Lentsch@hdrinc.com>
Sent: Wednesday, November 2, 2022 4:01 PM
To: Mike Jones; Mergen, Todd
Cc: Lentsch, Kyle
Subject: RE: Yankton WWTP - Revised PCO #6 - Wet Well Coating

Categories: Finish

Mike,

Can you put together a credit for the following items:

- Not replacing the 6" sludge from sec. drawoff structure that went under the stoop to the south.
 - Two 90 deg fittings
 - Four restraint devices
 - 20 LF of 6" DIP
- Not replacing the 6" sludge and tank drain from std by secondary clarifier that was capped.
 - 20 LF of 6" DIP
- Not replacing the 6" to primary splitter box that was capped.
 - Two 90 deg fittings
 - Four restraint devices
 - 20 LF of 6" DIP
- Not providing (labor and materials) the interior piping and fittings shown on sheet 08D101.
 - Two restrained flange coupling adapters
 - Two tees
 - One tapped blind flange
 - One drain/flush connection
 - One pipe spool
 - Two manual plug valves → city is taking
 - 10 LF of 6" DIP

Thanks,

Kyle Lentsch, PE, CDT
D 605.977.7752 M 605.690.8677

hdrinc.com/follow-us

~~Material deduct = \$9,258.43~~

From: Mike Jones <mikej@jtjconst.com>
Sent: Wednesday, November 2, 2022 11:34 AM
To: Lentsch, Kyle <kyle.lentsch@hdrinc.com>; Mergen, Todd <Todd.Mergen@hdrinc.com>
Subject: Yankton WWTP - Revised PCO #6 - Wet Well Coating

CAUTION: [EXTERNAL] This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Kyle/Todd,
See attached revised PCO for the wet well coating.



PROJECT NAME: Yankton WWTP EDA Improvement DATE: 11/23/2022
 PROJECT NUMBER: 10277925
 SUBJECT: 30" Bypass Material CPR ID.: 00010

DESCRIPTION OF CHANGE:

PROPOSED CHANGE: Changing 30" temporary/permanent bypass pipin ductile iron flex ring pipe

All Work shall be in accordance with the terms, stipulations and conditions of original Contract Documents.

Time Change (Calendar Days): 0
 Amount: \$34,652.00

Construction Mgr./Contractor:	By:	Date:	Recommendation:
JTJ	<i>Mike Jones</i>	11-29-22	<input checked="" type="checkbox"/> Approval <input type="checkbox"/> Rejection <input type="checkbox"/> No Recommendation

Architect/Engineer:	By:	Date:	Recommendation:
HDR Engineering, Inc.	<i>Kyle Lembach</i>	11/30/2022	<input checked="" type="checkbox"/> Approval <input type="checkbox"/> Rejection <input type="checkbox"/> No Recommendation

Owner:	By:	Date:	Action:
City of Yankton	<i>[Signature]</i>	11/30/2022	<input checked="" type="checkbox"/> Approval <input type="checkbox"/> Rejection

The Contractor is directed to make changes indicated above for the proposed amount and time after Owner approval.
 If allowed by the Contract Documents, this document is considered a fully executed Change Order after Owner approval.

**Yankton Infrastructure WWTP EDA Improvements
Yankton, SD**

PROPOSED CHANGE ORDER

JTJ PROJECT #2201

REQUEST # 10

DATE 11/18/22

PROPOSED CHANGE: Changing 30" temporary/permanent bypass piping material from 30" HDPE pipe to 30" ductile iron flex ring pipe

SUMMARY SHEET

1	MATERIAL			
2	Material Cost			25,720
3	Sales Tax	@	6.50%	1,672
4	Material Handling Cost	@	0%	0
5	Expendable Material Cost	@	5%	1,286
6	TOTAL MATERIAL COST			\$28,677
7	LABOR			
	Manhours	@	\$45.00	\$0
	Supervision	0.0 @	\$70.00	\$0
8	Fringe Benefits	0.0 @	\$10.67	\$0
9	Hourly Labor Cost			\$0
10	Labor Overhead	@	45%	\$0
11	Tool Replacement Cost	@	5%	\$0
12	TOTAL LABOR COST			\$0
13	EQUIPMENT COSTS			\$0
14	OTHER DIRECT COSTS			\$285
15	SUBTOTAL			\$28,962
16	MARKUP	@	15%	\$4,344.34
17	SUBTOTAL			\$33,307
18	SUBCONTRACT COST			\$0
19	MARKUP	@	5%	\$0
20	TOTAL SUB CONTRACT COST			\$0
21	SUBTOTAL			\$33,307
22	BOND COST	@	1%	\$333
23	BUILDERS RISK	@	1%	\$333
24	EXCISE TAX	@	2%	\$679
25	SUBTOTAL			\$34,652

-After 30 days we reserve our right to renegotiate this proposal if it is not turned into a fully executed change order.

-This proposal may be withdrawn by John T. Jones Const. Co. if not accepted within 10 days.

-Payment to be made within 30 days of date of invoice.

25	CHANGE REQUEST TOTAL	\$34,652
	CONTRACT DURATION CHANGE REQUEST	0 DAYS

DIRECT COSTS

DESCRIPTION	TIME USED	COST RATE	LUMP SUM	TOTAL COST
ENGINEERING OR DESIGN				
OFFICER	0.00	\$160.00	0.00	\$0.00
PROJECT MANAGER	2.00	\$125.00	0.00	\$250.00
ADMIN. ASSISTANT	1.00	\$35.00	0.00	\$35.00
PROJECT ENGINEER	0.00	\$90.00	0.00	\$0.00
FIELD ENGINEER	0.00	\$75.00	0.00	\$0.00
OFFICE OVERHEAD EXPENSE				
ESTIMATING	0.00	\$50.00	0.00	\$0.00
DRAFTING	0.00	\$45.00	0.00	\$0.00
SCHEDULER	0.00	\$60.00	0.00	\$0.00
	0.00	\$0.00	0.00	\$0.00
TELEPHONE OR MAIL				
TELEPHONE	0.00	\$25.00	0.00	\$0.00
FAX TIME	0.00	\$30.00	0.00	\$0.00
COPIER TIME	0.00	\$15.00	0.00	\$0.00
REPRODUCIBLES	0.00	\$30.00	0.00	\$0.00
MAIL/OVERNIGHT	0.00	\$10.00	0.00	\$0.00
COMPUTER TIME				
COMPUTER	0.00	\$10.00	0.00	\$0.00
COMPUTER SCHEDULE	0.00	\$25.00	0.00	\$0.00
CAD	0.00	\$30.00	0.00	\$0.00
PLOTTING	0.00	\$40.00	0.00	\$0.00
TRAVEL EXPENSE				
SITE VISIT (CAR)	0.00	\$65.00	0.00	\$0.00
SITE VISIT (PLANE)	0.00	\$300.00	0.00	\$0.00
	0.00	\$0.00	0.00	\$0.00
OTHER EXPENSE				
	1.00	\$0.00	0.00	\$0.00
	0.00	\$0.00	0.00	\$0.00
	0.00	\$0.00	0.00	\$0.00
PLAN/TAP FEES				
	0.00	\$0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00	\$0.00
TOTAL DIRECT COST		\$285.00		



FERGUSON WATERWORKS #2516
1817 1ST AVE N
FARGO, ND 58102-4118

Phone: 701-293-5511
Fax: 701-232-8129

Deliver To: From: Brian Lee Thompson Comments:
--

10:17:47 JUL 15 2022

Page 1 of 1

FERGUSON WATERWORKS #2516
Price Quotation
Phone: 701-293-5511
Fax: 701-232-8129

Bid No: B168202
Bid Date: 07/15/22
Quoted By: BLT

Cust Phone: 701-232-3358
Terms: NET 10TH PROX

Customer: JOHN T JONES CONSTRUCTION
2213 7TH AVE N
FARGO, ND 58102

Ship To: JOHN T JONES CONSTRUCTION
2213 7TH AVE N
FARGO, ND 58102

Cust PO#: YANKTON 30 FLEXRING

Job Name:

Item	Description	Quantity	Net Price	UM	Total
AFR150PP430	30 CL150 P-401 DI FLEX RING PIPE	60	497.775	FT	29866.50
AFTGSKT30	30 FASTITE GSKT SBR (IN STOCK ACIPCO.) (PLUS FREIGHT)	4	225.000	EA	900.00

Net Total: \$30766.50
 Tax: ~~\$2307.49~~
 Freight: \$0.00
 Total: \$33073.99

+ freight (\$2,000)
32,766.50

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTACT YOUR SALES REPRESENTATIVE IMMEDIATELY FOR ASSISTANCE WITH DBE/MBE/WBE/SMALL BUSINESS REQUIREMENTS.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with "NP" in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.
COVID-19 ORDER: ANY REFERENCE TO OR INCORPORATION OF EXECUTIVE ORDER 14042 AND/OR THE EO-IMPLEMENTING FEDERAL CLAUSES (FAR 52.223-99 AND/OR DFARS 252.223-7999) IS EXPRESSLY REJECTED BY SELLER AND SHALL NOT APPLY AS SELLER IS A MATERIALS SUPPLIER AND THEREFORE EXEMPT UNDER THE EXECUTIVE ORDER.



HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

Scan the QR code or use the link below to complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=2516&on=1183>



Bid Proposal for Yankton, SD - By-Pass Line

JOHN T JONES CONSTRUCTION
Job Location: Yankton, SD
Bid Date: 04/29/2022 01:00 pm
Core & Main 2322873

Core & Main
2101 E 54th St N
Sioux Falls, SD 57104
Phone: 605-339-2814
Fax: 605-339-2632

Seq#	Qty	Description	Units	Price	Ext Price
		DUE TO CURRENT SUPPLY CHAIN DISRUPTIONS, MATERIALS ARE SUBJECT TO PRICING AT TIME OF SHIPMENT. MATERIAL AVAILABILITY AND TIMELINESS OF SHIPMENTS CANNOT BE GUARANTEED. THIS TERM SUPERSEDES ALL OTHER CONTRACTUAL PROVISIONS.			
10		30" GOLDFLO OPTION			
20	180	30" CORRUGATED DW HDPE PIPE	FT	39.15	7,047.00



PROJECT NAME: Yankton WWTP EDA Improvement DATE: 11/23/2022

PROJECT NUMBER: 10277925
SUBJECT: Inlet Bldg Slide Gate vs UV Slide Gates (no cost CPR) CPR ID.: 00011

DESCRIPTION OF CHANGE:

No cost CPR to not install the four (4) slide gates at the UV building but to install two (2) new gates at the inlet building and make the four (4) UV gates operational.

All Work shall be in accordance with the terms, stipulations and conditions of original Contract Documents.

Time Change (Calendar Days): 0
Amount: \$0.00

Construction Mgr./Contractor: JTJ By: Mike Jones Date: 11-29-22 Recommendation: [X] Approval [] Rejection [] No Recommendation

Architect/Engineer: HDR Engineering, Inc. By: Kyle Lentsch Date: 11/30/2022 Recommendation: [X] Approval [] Rejection [] No Recommendation

Owner: City of Yankton By: [Signature] Date: 11/30/2022 Action: [X] Approval [] Rejection

The Contractor is directed to make changes indicated above for the proposed amount and time after Owner approval. If allowed by the Contract Documents, this document is considered a fully executed Change Order after Owner approval.

From: Lentsch, Kyle [<mailto:Kyle.Lentsch@hdrinc.com>]
Sent: Thursday, August 11, 2022 2:58 PM
To: Tanner Hanson <THanson@cityofyankton.org>; Kyle Goodmanson <KGoodmanson@cityofyankton.org>
Cc: Mergen, Todd <Todd.Mergen@hdrinc.com>
Subject: EXTERNAL: FW: Yankton Gates

Caution: This email originated outside the City of Yankton. Do not click links or open attachments unless you recognize the sender and know the content is safe. When in doubt, contact the IT Department.

Tanner,

Just wanted to confirm, are you good with this swap?

From: Mike Jones <mikej@jtjconst.com>
Sent: Thursday, August 11, 2022 1:41 PM
To: Lentsch, Kyle <Kyle.Lentsch@hdrinc.com>
Cc: Travis Jepson <travisj@jtjconst.com>
Subject: RE: Yankton Gates

CAUTION: [EXTERNAL] This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

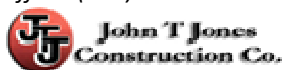
Kyle,
Sorry for the delayed response here!

We agree to supply and install the two inlet building gates in exchange for not installing the 4 UV gates.

Thanks,

Mike Jones

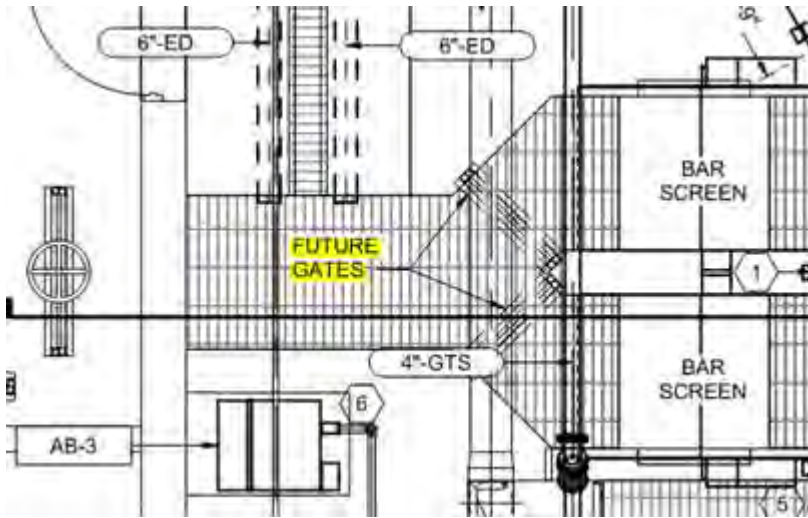
*Project Manager – Estimator
Cell: (701)212-0628
Office: (701)232-3358 Ext. 444*



From: Lentsch, Kyle <Kyle.Lentsch@hdrinc.com>
Sent: Monday, August 8, 2022 9:18 AM
To: Mike Jones <mikej@jtjconst.com>
Subject: Yankton Gates

Mike,

Would JTJ be willing to install the two gates in the inlet building in exchange for not installing the 4 UV gates. The center wall is being re-poured anyway because of the screens. It would take some work cutting out the existing wall to embed the gates though.



City of Yankton EDA Improvements Gate Schedule

Slide Gates

Tag Number	Location	Gate Size ¹		Gate Type ⁴	Frame Type ⁵	Opening Direction ⁶	Bottom Seating ⁷	Operator ⁸	Lift Type ⁹	Rising or Non-Rising Stem ¹⁰	Throttle Required ¹¹	1
		Width (in)	Height (in)									
015G-3	Inlet Building - Bypass Channel											
015G-4	Inlet Building - GH Chamber Inflow											
015G-8	Inlet Building - North Bar Screen Influent Channel (Future) - DO NOT PROVIDE	30	60	E	SC	Up Op	FB	M	HW	R	No	
015G-7	Inlet Building - South Bar Screen Influent Channel (Future) - DO NOT PROVIDE	30	60	E	SC	Up Op	FB	M	HW	R	No	
065G-1	Filter Pump Building Wet Well	30	30	W	SC	Up Op	FB	M	HW	R	Existing Rectangular	
145G-1	Control Manhole No. 2	24	24	W	SC	Up Op	FB	M	HW	R	Existing Rectangular	
145G-2	Control Manhole No. 2	24	24	W	SC	Up Op	FB	M	HW	R	Existing Rectangular	
245G-1	UV Building - Influent Channel	24	60	W	NSC	Up Op	FB	M	Pod w/ CH	R	Existing Rectangular	
245G-2	UV Building - Influent Channel	24	60	W	NSC	Up Op	FB	M	Pod w/ CH	R	Existing Rectangular	
245G-3	UV Building - Effluent Channel	24	60	W	NSC	Up Op	FB	M	Pod w/ CH	R	Existing Rectangular	
245G-4	UV Building - Effluent Channel	24	60	W	NSC	Up Op	FB	M	Pod w/ CH	R	Existing Rectangular	
325G-1	Manhole No. 2	30	30	W	SC	Up Op	FB	M	HW	R	Existing Rectangular	

Abbreviations:

- ¹ Gate Type: E = Embedded, W = Wall Mounted
- ² Frame Type: NSC=Non-self Contained, SC=Self contained
- ³ Opening Direction: DN Op = Downward Opening, Up Op = Upward Opening
- ⁴ Bottom Seating: FB = Flush Bottom
- ⁵ Operator: M = Manual, EA = Electric Actuator, Mod = Modulating, PA = Pneumatic Actuator
- ⁶ Lift Type: Ped = Pedestal, Elec = Electric, MW = Handwheel, Hyc = Hydraulic, CH = Crank Handle, SQN = Square Nut
- ⁷ Rising or Non-rising Stem: R = Rising, NR = Non-rising
- ⁸ Throttle Required: Wall Throttle is required = Yes, Wall Throttle is not required = No
- ⁹ Design Head: Measured from surface of centerline of gate in feet.

Notes:

1. Consider to verify all existing gate widths/heights & existing frames prior to installing gates.
2. Clear opening width x height.

Please check on pricing for the two gates in the schedule and let me know your thoughts,

Thanks,

Kyle Lentsch, PE, CDT
Water/Wastewater Engineer

HDR
101 S. Phillips Avenue, Suite 401
Sioux Falls, SD 57104
D 605.977.7752 M 605.690.8677
kyle.lentsch@hdrinc.com

hdrinc.com/follow-us



PROJECT NAME: Yankton WWTP EDA Improvement DATE: 11/23/2022
 PROJECT NUMBER: 10277925
 SUBJECT: Monorail Beam Support Change CPR ID.: 00012

DESCRIPTION OF CHANGE:
 Change the support beams for the monorail system from W8x24 to HSS12x4 tube steel.

All Work shall be in accordance with the terms, stipulations and conditions of original Contract Documents.

Time Change (Calendar Days): 0
 Amount: \$14,830.00

Construction Mgr./Contractor:	By:	Date:	Recommendation:
JTJ	<i>Mike Jones</i>	11-29-22	<input checked="" type="checkbox"/> Approval <input type="checkbox"/> Rejection <input type="checkbox"/> No Recommendation

Architect/Engineer:	By:	Date:	Recommendation:
HDR Engineering, Inc.	<i>Kyle Lentoch</i>	11/30/2022	<input checked="" type="checkbox"/> Approval <input type="checkbox"/> Rejection <input type="checkbox"/> No Recommendation

Owner:	By:	Date:	Action:
City of Yankton	<i>[Signature]</i>	11/30/2022	<input checked="" type="checkbox"/> Approval <input type="checkbox"/> Rejection

The Contractor is directed to make changes indicated above for the proposed amount and time after Owner approval.
 If allowed by the Contract Documents, this document is considered a fully executed Change Order after Owner approval.

**Yankton Infrastructure WWTP EDA Improvements
Yankton, SD**

PROPOSED CHANGE ORDER

JTJ PROJECT #2201

REQUEST # 12

DATE 11/18/22

PROPOSED CHANGE: Change support beams for monorail system from W8x24 beams to HSS12x4 tube steel.
Labor is for acquiring and fabricating connection hardware in JTJ's shop

SUMMARY SHEET

1 MATERIAL				
2 Material Cost			9,543	
3 Sales Tax	@	6.50%	620	
4 Material Handling Cost	@	5%	477	
5 Expendable Material Cost	@	5%	477	
6 TOTAL MATERIAL COST				\$11,118
7 LABOR				
Manhours	10.0 @	\$45.00	\$450	
Supervision	1.5 @	\$70.00	\$105	
8 Fringe Benifits	10.0 @	\$10.67	\$107	
9 Hourly Labor Cost			\$662	
10 Labor Overhead	@	45%	\$298	
11 Tool Replacement Cost	@	5%	\$33	
12 TOTAL LABOR COST				\$993
13 EQUIPMENT COSTS				\$0
14 OTHER DIRECT COSTS				\$285
15				
16 MARKUP	@	15%	\$1,859.27	
17				
18 SUBCONTRACT COST			\$0	
19 MARKUP	@	5%	\$0	
20 TOTAL SUB CONTRACT COST				\$0
21				
22 BOND COST	@	1%	\$143	
23 BUILDERS RISK	@	1%	\$143	
24 EXCISE TAX	@	2%	\$291	
25				

- After 30 days we reserve our right to renegotiate this proposal if it is not turned into a fully executed change order.
- This proposal may be withdrawn by John T. Jones Const. Co. if not accepted within 10 days.
- Payment to be made within 30 days of date of invoice.

25	CHANGE REQUEST TOTAL	\$14,830
	CONTRACT DURATION CHANGE REQUEST	0 DAYS

LABOR & MATERIAL WORKSHEET #1

SIZE	DESCRIPTION	QUANT	LABOR UNIT	TOTAL UNITS	MATERIAL UNIT PRICE	TOTAL PRICE
		-	-	-	-	-
1.00	Wolf Steel Beams (delivered)		1	0.00	0.00	\$8,543.00
1.00	Connection Hardware		1	0.00	0.00	\$1,000.00
			0	0.00	0.00	\$0.00
			0	0.00	0.00	\$0.00
			0	0.00	0.00	\$0.00
			0	0.00	0.00	\$0.00
			0	0.00	0.00	\$0.00
			0	0.00	0.00	\$0.00
			0	0.00	0.00	\$0.00
			0	0.00	0.00	\$0.00
			0	0.00	0.00	\$0.00
			0	0.00	0.00	\$0.00
			0	0.00	0.00	\$0.00
			0	0.00	0.00	\$0.00
			0	0.00	0.00	\$0.00
			0	0.00	0.00	\$0.00
			0	0.00	0.00	\$0.00
			0	0.00	0.00	\$0.00
			0	0.00	0.00	\$0.00
			0	0.00	0.00	\$0.00
			0	0.00	0.00	\$0.00
			0	0.00	0.00	\$0.00
			0	0.00	0.00	\$0.00
			0	0.00	0.00	\$0.00
			0	0.00	0.00	\$0.00
			0	0.00	0.00	\$0.00
			0	0.00	0.00	\$0.00

		0.00			\$9,543.00
TOTAL LABOR UNITS					
TOTAL MATERIAL					

DIRECT COSTS

DESCRIPTION	TIME USED	COST RATE	LUMP SUM	TOTAL COST
-----	-----	-----	-----	-----
ENGINEERING OR DESIGN				
OFFICER	0.00	\$160.00	0.00	\$0.00
PROJECT MANAGER	2.00	\$125.00	0.00	\$250.00
ADMIN. ASSISTANT	1.00	\$35.00	0.00	\$35.00
PROJECT ENGINEER	0.00	\$90.00	0.00	\$0.00
FIELD ENGINEER	0.00	\$75.00	0.00	\$0.00
OFFICE OVERHEAD EXPENSE				
ESTIMATING	0.00	\$50.00	0.00	\$0.00
DRAFTING	0.00	\$45.00	0.00	\$0.00
SCHEDULER	0.00	\$60.00	0.00	\$0.00
	0.00	\$0.00	0.00	\$0.00
TELEPHONE OR MAIL				
TELEPHONE	0.00	\$25.00	0.00	\$0.00
FAX TIME	0.00	\$30.00	0.00	\$0.00
COPIER TIME	0.00	\$15.00	0.00	\$0.00
REPRODUCIBLES	0.00	\$30.00	0.00	\$0.00
MAIL/OVERNIGHT	0.00	\$10.00	0.00	\$0.00
COMPUTER TIME				
COMPUTER	0.00	\$10.00	0.00	\$0.00
COMPUTER SCHEDULE	0.00	\$25.00	0.00	\$0.00
CAD	0.00	\$30.00	0.00	\$0.00
PLOTTING	0.00	\$40.00	0.00	\$0.00
TRAVEL EXPENSE				
SITE VISIT (CAR)	0.00	\$65.00	0.00	\$0.00
SITE VISIT (PLANE)	0.00	\$300.00	0.00	\$0.00
	0.00	\$0.00	0.00	\$0.00
OTHER EXPENSE				
	1.00	\$0.00	0.00	\$0.00
	0.00	\$0.00	0.00	\$0.00
	0.00	\$0.00	0.00	\$0.00
PLAN/TAP FEES				
	0.00	\$0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00	\$0.00
	-----	-----	-----	-----
TOTAL DIRECT COST		\$285.00		



1408 2nd Avenue North • Fargo, North Dakota 58102

Office: 701-239-6968 • Fax: 701-232-1099 • E-mail: James@wolfsteel.com • www.wolfsteel.com

Project Name: Yankton Galv HSS
Project Location: Yankton, SD
Contractor: John P. Jones Construction
Bid Date: 11/15/2022

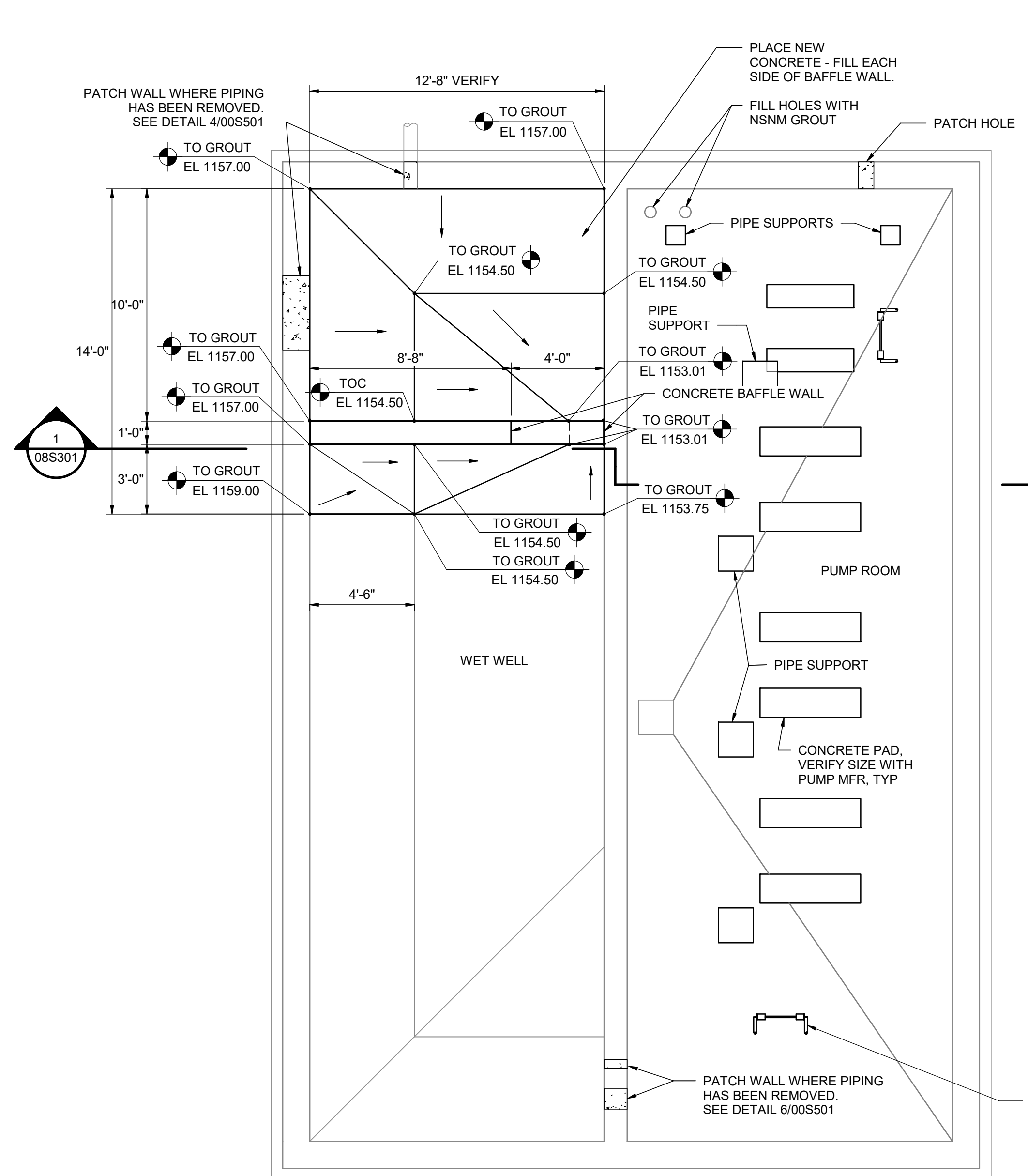
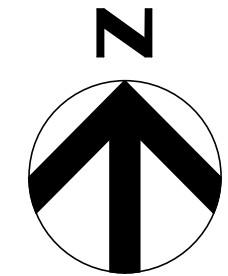
If you have any questions or concerns regarding this proposal, please contact the estimator listed above. Thank you for giving Wolf Steel Construction the opportunity to bid this project to you.

Acknowledged Addenda: None

Supply & Deliver Only:

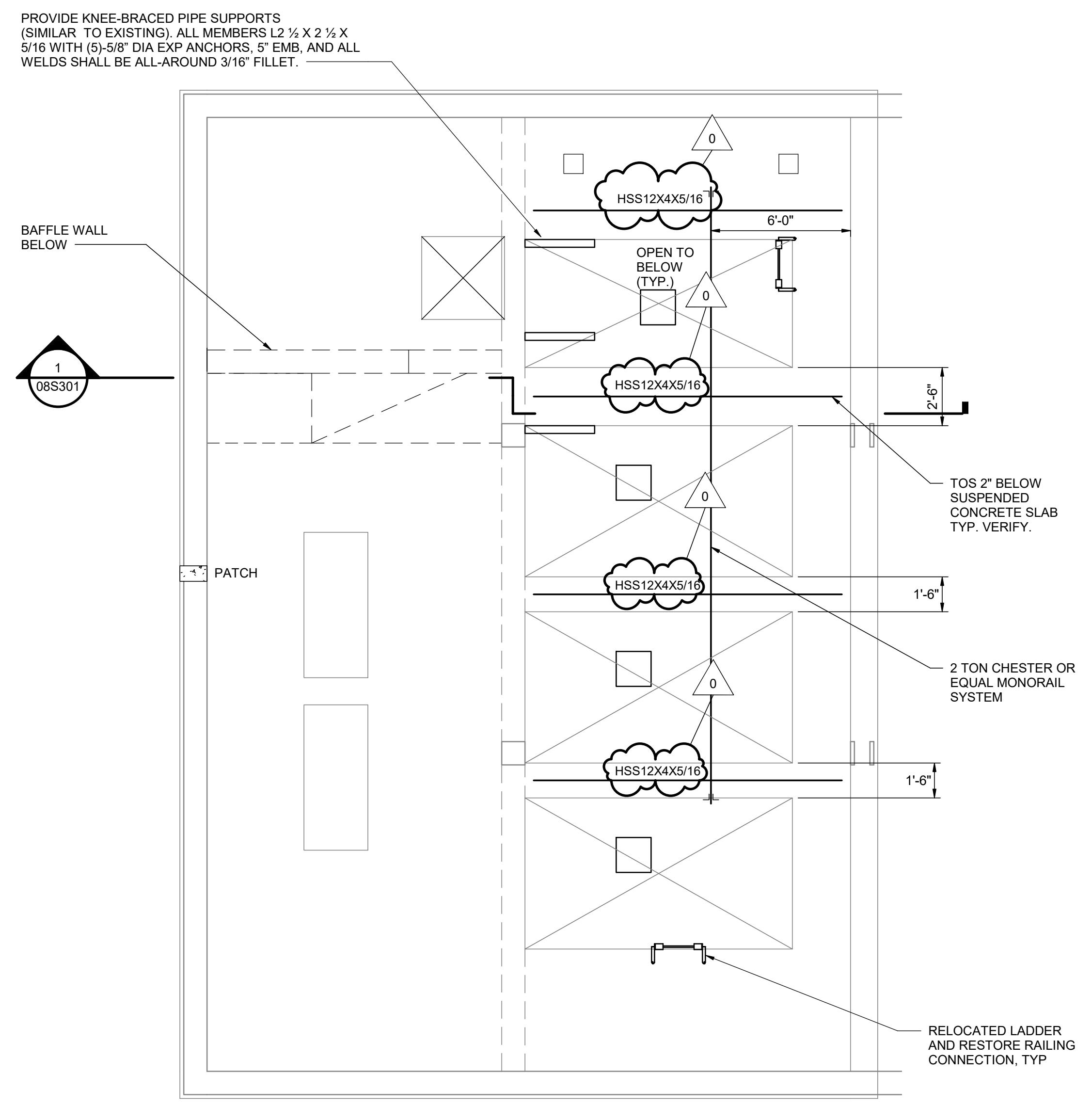
- **Galvanized steel tubes:**
 - (1) HSS 12x4x5/16 x 13'-10"
 - (1) HSS 12x4x5/16 x 13'-9 3/4"
 - (1) HSS 12x4x5/16 x 13'-10 1/8"
 - (1) HSS 12x4x5/16 x 13'-10 1/2"

Total: \$8,543 (Plus Tax)



NOTE: THERE ARE 8 OPENINGS TO BE PLUGGED.
SEE SHEET 00S501.
(1) 36" DIA & (1) 6" DIA WEST WALL
(2) 6" DIA NORTH WALL
(1) 4" DIA & (1) 10" DIA INTERIOR WALL
(2) 6" DIA THROUGH FLOOR, SEE PLAN

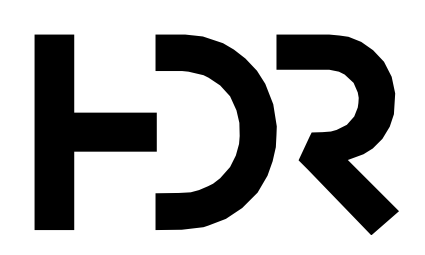
CONTRACTOR TO PREPARE ALL WALLS (INCLUDING BAFFLE WALL) AND CEILING SURFACES WITHIN THE WETWELL FOR COATING AND APPLY HIGH PERFORMANCE INDUSTRIAL COATING PER SPECIFICATION SECTION 09 96 00.



WET WELL FOUNDATION PLAN
1/4" = 1'-0"

WET WELL UPPER LEVEL FRAMING PLAN
1/4" = 1'-0"

B:\360\10277925_Yankton_WWTP_EDA_Improvements_2020\10277925-08-SA.rvt 11/17/2022 9:30:49 AM

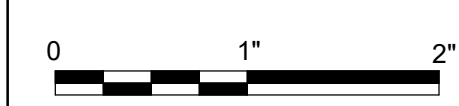


ISSUE	DATE	DESCRIPTION
0	TBD	FIELD ORDER
A	02/22/28	ISSUED FOR BIDS

PROJECT MANAGER	DELRON PETERS
CIVIL	D. PETERS
STRUCTURAL	J. MULVIHILL
ARCHITECTURAL	R. MCKINLEY
PROCESS	D. PETERS
MECHANICAL	
ELECTRICAL	K. GANSKOP
I&C	B. KRUGER
PROJECT NUMBER	10277925



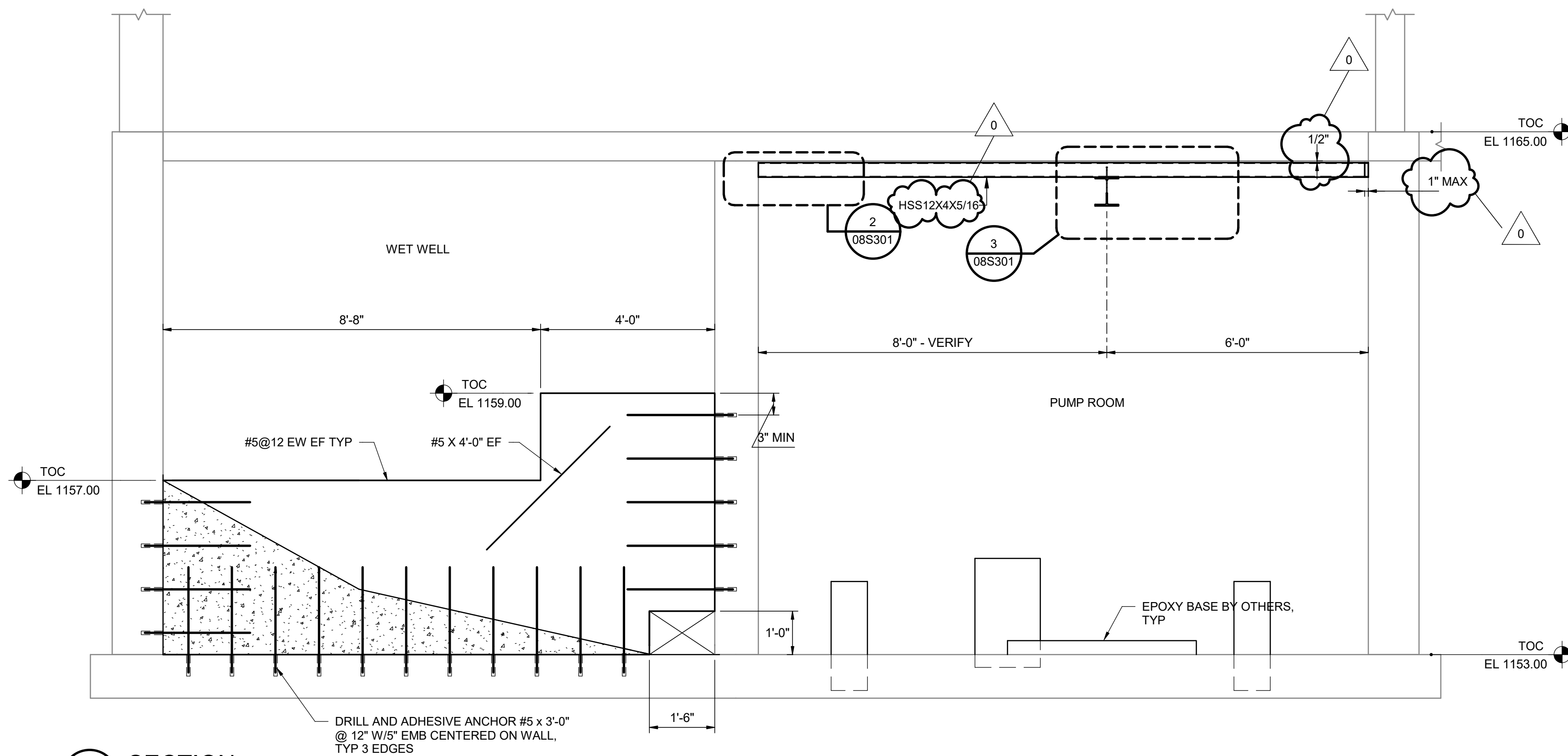
**YANKTON
INFRASTRUCTURE
RECOVERY AND
CRITICAL CAPACITY
WWTP EDA
IMPROVEMENTS**



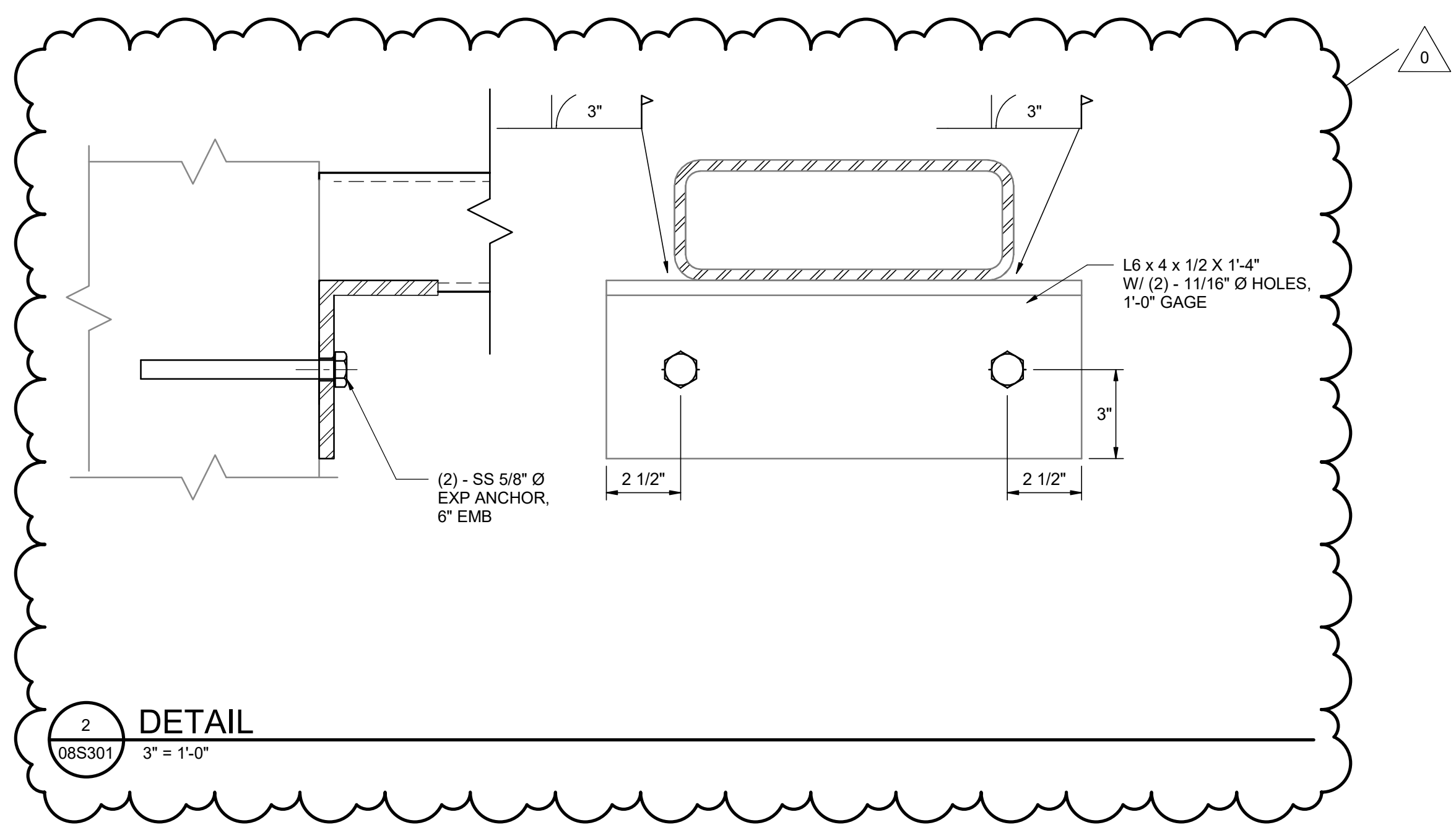
**AERATION BUILDING
WET WELL STRUCTURAL PLAN**

FILENAME | 10277925-08-SA.rvt
SCALE | 1/4" = 1'-0"

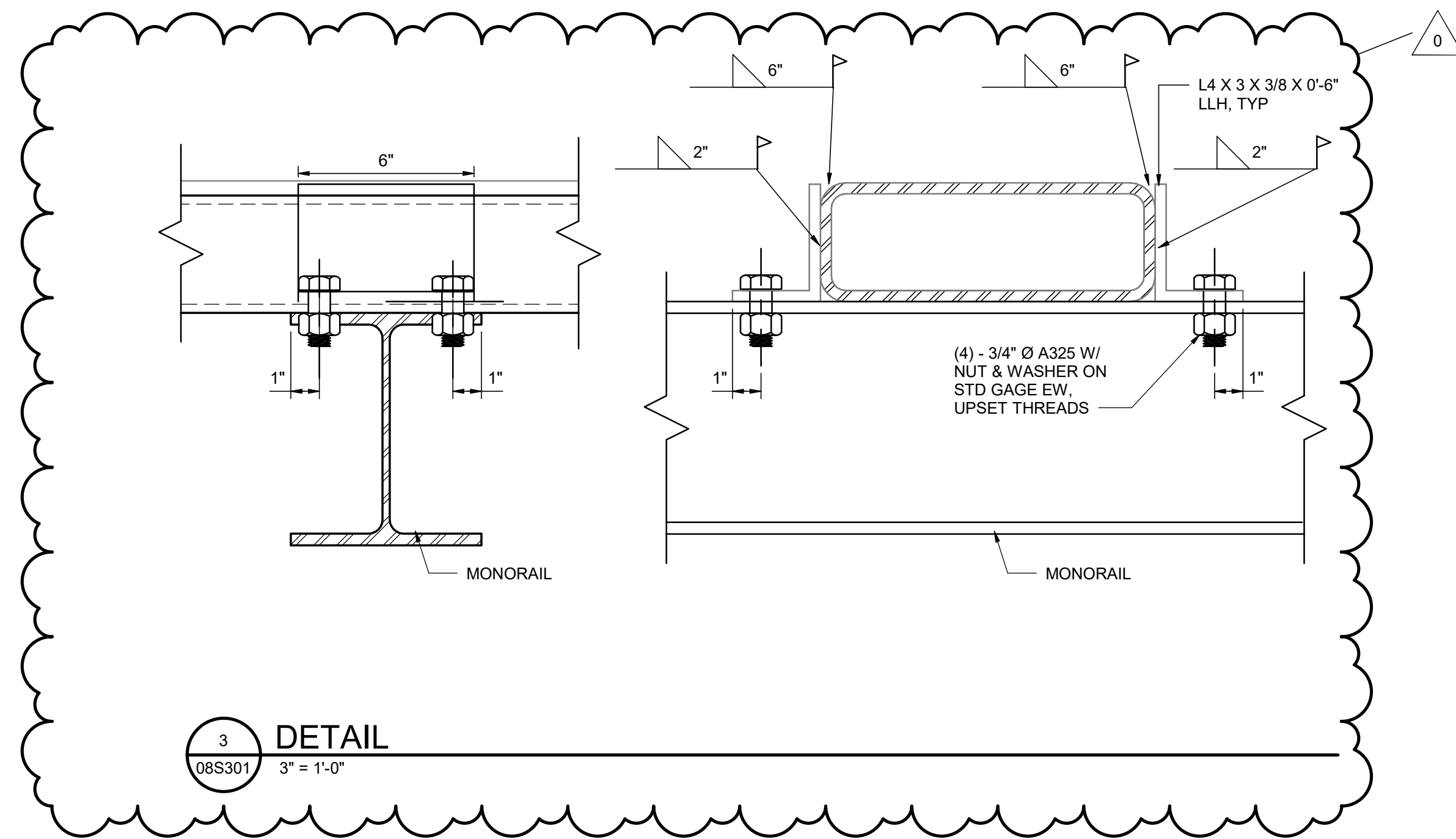
SHEET
08S101



1 SECTION
08S101 1/2" = 1'-0"

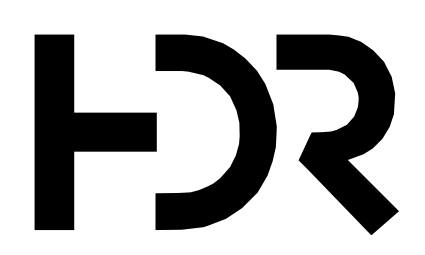


2 DETAIL
08S301 3" = 1'-0"



3 DETAIL
08S301 3" = 1'-0"

B:\360\10277925_Yankton_WWTP_EDA_Improvements_2020\10277925-08-SA.rvt
11/17/2022 9:30:49 AM

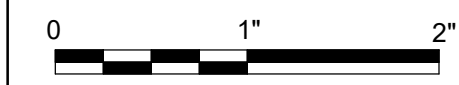


ISSUE	DATE	DESCRIPTION
0	TBD	FIELD ORDER
A	02/22/28	ISSUED FOR BIDS

PROJECT MANAGER		DELRON PETERS
CIVIL	D. PETERS	
STRUCTURAL	J. MULVIHILL	
ARCHITECTURAL	R. MCKINLEY	
PROCESS	D. PETERS	
MECHANICAL		
ELECTRICAL	K. GANSKOP	
I&C	B. KRUGER	
PROJECT NUMBER	10277925	



YANKTON
INFRASTRUCTURE
RECOVERY AND
CRITICAL CAPACITY
WWTP EDA
IMPROVEMENTS



AERATION BUILDING
STRUCTURAL SECTION

FILENAME | 10277925-08-SA.rvt
SCALE | As indicated

SHEET
08S301



PROJECT NAME: Yankton WWTP EDA Improvement DATE: 11/23/2022
 PROJECT NUMBER: 10277925
 SUBJECT: Manhole and pipe testing deduct CPR NO.: 00013

DESCRIPTION OF CHANGE:

Deduct for not performing deflection testing, vacuum testing concrete manholes or joint testing of 36" SSE line.

All Work shall be in accordance with the terms, stipulations and conditions of original Contract Documents.

Time Change (Calendar Days): 0
 Amount: (\$5,148.00)

Construction Mgr./Contractor: *JTJ* By: *Mike Jones* Date: *11-29-22* Recommendation:
 Approval
 Rejection
 No Recommendation

Architect/Engineer: *HDR Engineering, Inc.* By: *Kyle Lentsch* Date: *11/30/2022* Recommendation:
 Approval
 Rejection
 No Recommendation

Owner: *City of Yankton* By: *[Signature]* Date: *11/30/2022* Action:
 Approval
 Rejection

The Contractor is directed to make changes indicated above for the proposed amount and time after Owner approval.
 If allowed by the Contract Documents, this document is considered a fully executed Change Order after Owner approval.

ATTACHMENTS

DATED	FILE NAME	DOCUMENT NUMBER
11/22/2022	PCO #12 - Manhole & Pipe Testing Deducts_Approved.pdf	

Yankton Infrastructure WWTP EDA Improvements
Yankton, SD

PROPOSED CHANGE ORDER

JTJ PROJECT # 2201

REQUEST # 13

DATE 11/21/22

PROPOSED CHANGE: Deducts for not performing deflection testing or joint testing of 36" SSE line.
 Also, deduct for not performing vacuum testing on concrete manholes.

SUMMARY SHEET

1	MATERIAL			
2	Material Cost			0
3	Sales Tax	@	0.00%	0
4	Material Handling Cost	@	0%	0
5	Expendable Material Cost	@	5%	0
6	TOTAL MATERIAL COST			\$0
7	LABOR			
	Manhours	-58.0 @	\$45.00	(\$2,610)
	Supervision	-2.9 @	\$70.00	(\$203)
8	Fringe Benefits	-58.0 @	\$10.67	(\$619)
9	Hourly Labor Cost			(\$3,432)
10	Labor Overhead	@	45%	(\$1,544)
11	Tool Replacement Cost	@	5%	(\$172)
12	TOTAL LABOR COST			(\$5,148)
13	EQUIPMENT COSTS			\$0
14	OTHER DIRECT COSTS			\$0
15	SUBTOTAL			(\$5,148)
16	MARKUP	@	0%	\$0.00
17	SUBTOTAL			(\$5,148)
18	SUBCONTRACT COST			\$0
19	MARKUP	@	0%	\$0
20	TOTAL SUB CONTRACT COST			\$0
21	SUBTOTAL			(\$5,148)
22	BOND COST	@	0%	\$0
23	BUILDERS RISK	@	0%	\$0
24	EXCISE TAX	@	0%	\$0
25	SUBTOTAL			(\$5,148)

-After 30 days we reserve our right to renegotiate this proposal if it is not turned into a fully executed change order.

-This proposal may be withdrawn by John T. Jones Const. Co. if not accepted within 10 days.

-Payment to be made within 30 days of date of invoice.

25	CHANGE REQUEST TOTAL	(\$5,148)
	CONTRACT DURATION CHANGE REQUEST	0 DAYS

Memorandum #22-237

To: Amy Leon, City Manager
From: Michael Hofer, Building Inspector
Subject: Mobile Home Park License Renewals
Date: December 12, 2022

As part of the annual re-licensing, the Office of Community and Economic Development conducts an annual inspection of the mobile home parks. The purpose of this inspection is to assess the parks' compliance with City of Yankton Code of Ordinances, Chapter 23, "Trailers and Trailer Parks", as well as other applicable City Ordinances. Inspections were conducted the week of September 19-22, 2022. Letters were sent to park owners listing the deficiencies and a re-inspection showed considerable progress to full compliance with the ordinance.

Staff has worked with park owners to improve safe exiting including stairs at all mobile home exits. Most parks have shown a marked improvement in secondary stairs and landings installations that allow for quick exiting of mobile homes in emergency situations. We appreciate the cooperative relationship with park owners that has led to improved life safety for all park residents. Staff will continue to work with park owners in the coming year to build on those improvements.

The following mobile home parks have addressed deficiencies noted in their parks and have submitted applications for license renewal. Staff is confident that the few remaining minor issues will be addressed very soon. It is the staff's recommendation that the following parks be approved for license renewal:

<u>Court</u>	<u>Address</u>	<u>Owner</u>	<u>Spaces</u>
Capitol Court	8 th St. & Capitol St.	Ken L. Hansen	4
Peninah Court	1100 East 8 th St.	Ken L. Hansen	12
Avenell Court	1104 East 11 th St.	Randy Avenell	2
Lugo Court	911 East 12 th St.	Diana Lugo-Garcia	2
Douglas Street Park	2200 Douglas Ave.	Matthew Archer	66
Northgate Manor	2400 Douglas Ave.	Brian and Marie Steward	65
Airport Gardens Court	2800 Broadway Ave.	Toby Woehl	70
DP Enterprises	415 West 15 th St.	Daniel L. Pospishil	17
Bonnie's Shear Design	1024 Broadway Ave.	Bonnie Kozak	1
Shull Court	608 ½ West 8 th St.	Randy Archer	1
		TOTAL	240

There are homes on 206 of the 240 licensed spaces, leaving 34 spaces available for homes.

Respectfully submitted,

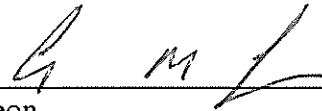


Michael Hofer
Building Inspector

Recommendation: It is recommended that the City Commission approve Memorandum #22-237 approving the renewal Mobile Home Park Licenses for 2023 as outlined above.

I concur with this recommendation.

I do not concur with this recommendation.



Amy Leon
City Manager

_____ Roll Call

Memorandum #22-244

To: Amy Leon, City Manager
From: Dave Mingo, AICP Community and Economic Development Director
Subject: Planning Commission Action #22-TBD / Resolution #22-62
Date: December 5, 2022

CONDITIONAL USE REQUEST

ACTION NUMBER: 22-TBD

E.T.J. MEMBER ACTION REQUIRED: No

APPLICANT / OWNER: Barney Edwards LLC, owner.

ADDRESS / LOCATION: 3000 Piper Street.

PROPERTY DESCRIPTION: The south 10' of the north 1/2 of Lot 9, except lots C and D, and the south half of Lot 9 except the south 20' and except Lot H1, Block 1 Airport Acres Addition in the City of Yankton, South Dakota as identified on the associated Conditional Use Permit Location Map.

ZONING DISTRICT: B-2 Highway Business.

PREVIOUS ACTION: None at this location. Conditional Use Permits for self-storage facilities to the north and south of the site.

COMMENTS: Consideration of a conditional use permit is a quasi-judicial process. Planning Commissioners and City Commissioners should refrain from individual discussions or site visits regarding the issue.

The applicant is requesting a Conditional Use Permit which will allow self-storage facilities on the property. Self-storage facilities as defined by the City of Yankton Zoning Ordinance No. 711 are allowed in B-2 Highway Business Districts under certain conditions. In this instance, the location is planned to be a mixed use development with the possibility of commercial / contractor business locations along with the self-storage. Additionally, the developments to the north and south of the site both contain self-storage facilities.

The proposal meets all the applicable area requirements and will meet setback provisions prior to the issuance of building permits. Self-storage facilities are required to be configured so that the doors of the buildings do not face, or are screened, from adjacent residential property. Lighting will not be permitted to spill onto any area residential properties. The site design must also ensure that storm water drainage does not exceed historic runoff levels so stormwater management improvements will be required at the time building permits are issued.

Staff has not been contacted by an adjacent property owner after mailing notices and the required publication.

The staff recommends approval of the proposed request.

HEARING SCHEDULE:

October 10, 2022: The Planning Commission established December 12, 2022, as the date for public hearing on the proposed request.

December 12, 2022: The Planning Commission conducts a hearing and makes a recommendation to the City Commission.

December 12, 2022: The City Commission considers a resolution and makes the final decision.

Planning Commission results: The item is being considered by the Planning Commission earlier in the evening of December 12th. Their recommendation will be reported to the City Commission verbally when the agenda item is considered.

RESOLUTION #22-62
Conditional Use Permit

WHEREAS, Barney Edwards LLC is the applicant for a project on property legally described as the south 10' of the north 1/2 of Lot 9, except lots C and D, and the south half of Lot 9 except the south 20' and except Lot H1, Block 1 Airport Acres Addition in the City of Yankton, South Dakota, and

WHEREAS, the above described property is zoned B-2 Highway Business which allows conditional uses under the City of Yankton's Zoning Ordinance No. 711 as amended, and

WHEREAS, this Conditional Use Permit request is necessary for the construction and operation of self-storage facilities and the associated plans have been reviewed and recommended for approval by a vote of the City Planning Commission.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the City of Yankton, South Dakota hereby approves a Conditional Use Permit for a self-storage facility as depicted in the associated documentation, on the above described property.

Adopted:

Stephanie Moser, Mayor

ATTEST:

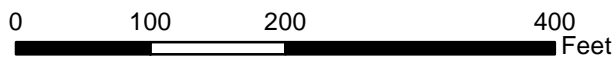
Al Viereck, Finance Officer



City of Yankton

Conditional Use Permit Location Map

S1/2 of Lot 9, Excluding the S 20' & Lot H-1, all in Block 1, Airport Acres
City of Yankton, Yankton County, South Dakota.



HORIZONTAL DATUM:
 - NAD 83
 - PROJECTION: SOUTH DAKOTA STATE PLANE
 COORDINATES SOUTH ZONE

VERTICAL DATUM:
 - NAVD 88
 - GEOD 12A

BASIS OF BEARING: GEODETIC NORTH

ALL DIMENSIONS SHOWN ARE IN TERMS OF U.S. SURVEY FEET

- LEGEND:**
- MONUMENT (SET THIS SURVEY 5/8" REBAR WITH STAMPED PLASTIC CAP)
 - MONUMENT (FOUND)
 - EXISTING WATER LINE
 - EXISTING SANITARY SEWER
 - EXISTING STORM SEWER
 - PROPOSED WATER LINE
 - PROPOSED SANITARY SEWER
 - PROPOSED STORM SEWER
 - EXISTING GAS LINE
 - EXISTING UNDERGROUND ELECTRIC
 - EXISTING CABLE TV
 - EXISTING TELEPHONE LINE
 - EXISTING FIBER OPTIC LINE
 - OVERHEAD ELECTRIC LINE
 - PROPERTY LINE
 - PROJECT LIMITS
 - EXISTING CONTOURS
 - PROPOSED MAJOR CONTOURS
 - PROPOSED MINOR CONTOURS
 - PROPOSED CONCRETE PAVEMENT
 - PROPOSED ASPHALT PAVEMENT
 - PROPOSED 6" VALLEY GUTTER
 - PROPOSED 6" CONCRETE FILLET
 - PROPOSED CURB AND GUTTER
 - PROPOSED BUILDING (SEE BUILDING PLANS BY OTHERS)
 - PROPOSED DRIVEWAY APPROACH
 - PROPOSED GRAVEL
 - PROPOSED SEEDING
 - EXISTING TREE

- KEYNOTE LEGEND:**
- 1 PROPOSED BUILDING - SEE BUILDING PLANS (BY OTHERS).
 - 2 PROPOSED GRASS SURFACING ON ALL DISTURBED AREAS NOT INDICATED FOR OTHER SURFACING.
 - 3 PROPOSED SANITARY SEWER SERVICE. SEE UTILITY SHEETS.
 - 4 PROPOSED CONCRETE SIDEWALK. INSTALL 6" SIDEWALK THROUGH DRIVEWAYS.
 - 5 PROPOSED REINFORCED CONCRETE DRIVEWAY APPROACH.
 - 6 PROPOSED CONCRETE PAVEMENT.
 - 7 PROPOSED CURB AND GUTTER.
 - 8 PROPOSED WATER SERVICE. SEE UTILITY SHEETS.
 - 9 PROPOSED 4" REINFORCED CONCRETE VALLEY GUTTER.
 - 10 PROPOSED GRAVEL SURFACING.
 - 11 PROPOSED DETENTION POND. SEE GRADING AND UTILITY SHEETS.
 - 12 RE-GRADE EXISTING DETENTION POND SEE GRADING SHEETS.
 - 13 PROPOSED ASPHALT PATCH IN PIPER STREET.
 - 14 PROVIDE ALL REQUIRED TRAFFIC CONTROL IN ORDER TO COMPLETE CONSTRUCTION.
 - 15 PROPOSED PIPE BOLLARDS ADJACENT TO EXISTING TRANSFORMER OR BUILDING.
 - 16 PROPOSED DETENTION POND OUTLET CONTROL. SEE UTILITY SHEETS.
 - 17 PROPOSED 6" X 6" RIP RAP AT VALLEY GUTTER DISCHARGE.



City of Yankton
City Planning Commission
Yankton, SD 57078

Re: Conditional Use Permit

Dear Commission Members:

This letter, pursuant to the City of Yankton's Zoning Ordinance, is an application hereby made for a Conditional Use Permit for the property herein described.

Description of Conditional Use Permit desired: The construction and occupancy of self-storage facilities in a B-2 Highway Business District.

The address of the property is: 3000 Piper Street.

Lot Number: The south 10' of the north 1/2 of Lot 9, except lots C and D, and the south half of Lot 9 except the south 20' and except Lot H1, Block 1 Airport Acres Addition in the City of Yankton, South Dakota.

Zoning District: B-2 Highway Business

Check One

of which I own or have contractually obligated.

of which I rent / lease (application must include consent document from the owner).

I/We, if required, have included a set of drawings or site plan, to scale, showing all conditions as to lot dimensions, building dimensions (proposed and existing), proposed uses of buildings (proposed, existing and future), location of off street parking, dimensions and number of spaces, the location of landscaping and/or screening that is proposed, and any easements that might exist or are proposed if necessary.

I/We have included a receipt for Fifty dollars (\$50.00), from the City Finance Department for processing this request.

I hereby depose and say that all the above statements and statements contained in this application and related attachments are true.

Thank you for your consideration,

Dated this 25 day of Nov., 2022

Dan Speck Member

printed / typed name and title if applicable



signature

Barney Edwards LLC
605 E. 4th Street
Yankton, SD 57078

Memorandum #22-245

To: Amy Leon, City Manager
From: Dave Mingo, AICP Community and Economic Development Director
Subject: Planning Commission Action #22-TBD / Resolution #22-63
Date: December 5, 2022

PLAT REVIEW

ACTION NUMBER: 22-TBD

E.T.J. MEMBER ACTION REQUIRED: No

APPLICANT / OWNER: Craig and Danette Little Family Protection Trust.

ADDRESS / LOCATION: 1800 W. 23rd Street. Please reference the attached map.

PROPERTY DESCRIPTION: A Plat of Tract 1, Little Addition, in the SW 1/4 of the SE 1/4 of Section 2, T93N, R56 W of the 5th P.M., Yankton County South Dakota.

ZONING DISTRICT: ETJ A-1 Agricultural

PREVIOUS ACTION: None.

COMMENTS: The proposed plat accounts for the needed extension of the City's street grid system. The plat enlarges an existing non-conforming parcel in the City's ETJ. Therefore, it technically decreases the degree of nonconformity. Future plat submittals of areas around the tract will include an extensive engineering and subdivision review process. They will also most likely include annexation. The lot is not adjacent to the City's corporate limits, so the full requirements of the Subdivision Ordinance do not apply.

Staff recommends approval of the proposed plat.

MEETING SCHEDULE:

December 12, 2022: Planning Commission reviews plat and makes recommendation to the City Commission.

December 12, 2022: City Commission reviews the plat and makes a final decision.

Planning Commission results: The item is being considered by the Planning Commission earlier in the evening of December 12th. Their recommendation will be reported to the City Commission verbally when the agenda item is considered.

RESOLUTION #22-63

WHEREAS, it appears from an examination of the plat of Tract 1, Little Addition, in the SW 1/4 of the SE 1/4 of Section 2, T93N, R56 W 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.

Adopted:

Stephanie Moser, Mayor

ATTEST:

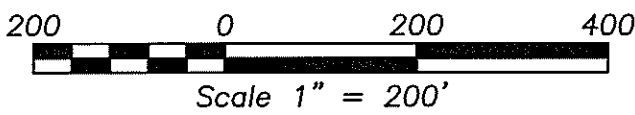
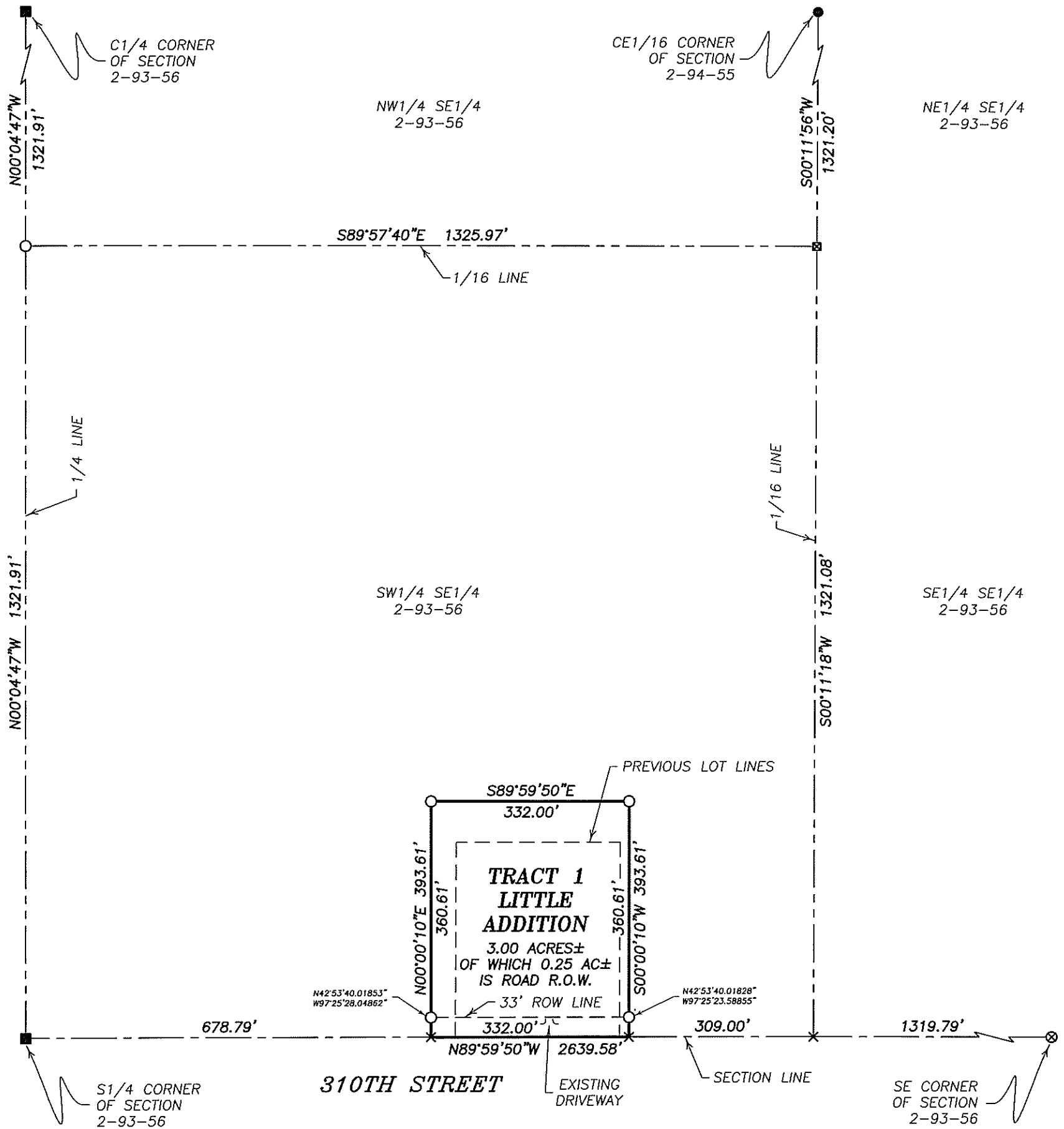
Al Viereck, Finance Officer



City of Yankton Plat Location Map

Plat of Tract 1, Little Addition, in the SW1/4 of the SE1/4 of Section 2, T93N, R56W of the 5th P.M., Yankton County, South Dakota

PLAT OF TRACT 1, LITTLE ADDITION, IN THE SW1/4 OF THE SE1/4 OF SECTION 2, T93N, R56W OF THE 5TH P.M., YANKTON COUNTY, SOUTH DAKOTA.

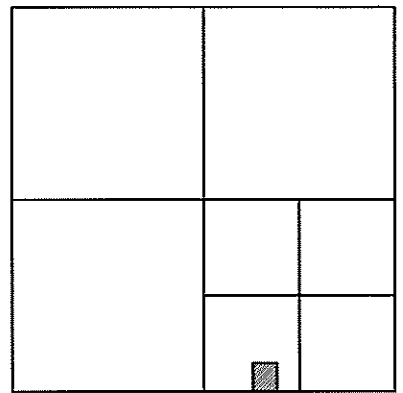


LEGEND

- SET 5/8" REBAR WITH L.S. CAP STAMPED "SD 5349 NE 708 BRANDT"
- FOUND 5/8" REBAR WITH L.S. CAP STAMPED "BENSON LS 11950"
- FOUND LS CAP ILLEGIBLE
- ⊗ FOUND CHISELED "X" IN CONCRETE
- × CALCULATED CORNER
- ⊠ SET "X" NAIL IN ASPHALT

NOTE:
BASIS OF BEARING
BY GPS OBSERVATION

PREPARED BY:
BRANDT LAND SURVEYING
1202 WILLOWDALE ROAD
YANKTON, SD 57078
(605) 665-8455



LOCATION (N.T.S.)
SECTION 2-93-56

Memorandum #22-246

To: Amy Leon, City Manager
From: Dave Mingo, AICP Community and Economic Development Director
Subject: Planning Commission Action #22-TBD / Resolution #22-64
Date: December 5, 2022

PLAT REVIEW

ACTION NUMBER: 22-TBD

E.T.J. MEMBER ACTION REQUIRED: No

OWNER / APPLICANT: Kirby Hofer Construction Company, Inc.

ADDRESS / LOCATION: The south side of the 700 - 900 Blocks of E. 31st Street.

PROPERTY DESCRIPTION: Kuchta 3rd Addition in the NE 1/4 of the NE 1/4 of Section 6, Township 93 North, Range 55 West of the 5th P.M., City and County of Yankton, South Dakota.

ZONING DISTRICT: ETJ, R-2 Single Family Residential.

PREVIOUS ACTION: None.

COMMENTS: The purpose of this plat is simply to provide a legal description for a larger gross boundary area to annex it. The proposed plat accounts for the extension of the City's street grid system. Future plat submittals of areas in and around the tract will include an extensive engineering and subdivision review process.

Staff recommends approval of the plat.

MEETING SCHEDULE:

December 12, 2022: Planning Commission reviews plat and makes recommendation to the City Commission.

December 12, 2022: City Commission reviews the plat and makes a final decision.

Planning Commission results: The item is being considered by the Planning Commission earlier in the evening of December 12th. Their recommendation will be reported to the City Commission verbally when the agenda item is considered.

RESOLUTION #22-64

WHEREAS, it appears from an examination of the plat of Kuchta 3rd Addition in the NE 1/4 of the NE 1/4 of Section 6, Township 93 North, Range 55 West of the 5th P.M., City and County of Yankton, South Dakota, prepared by Brett R. Kennedy, 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.

Adopted:

Stephanie Moser, Mayor

ATTEST:

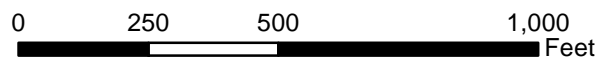
Al Viereck, Finance Officer



City of Yankton

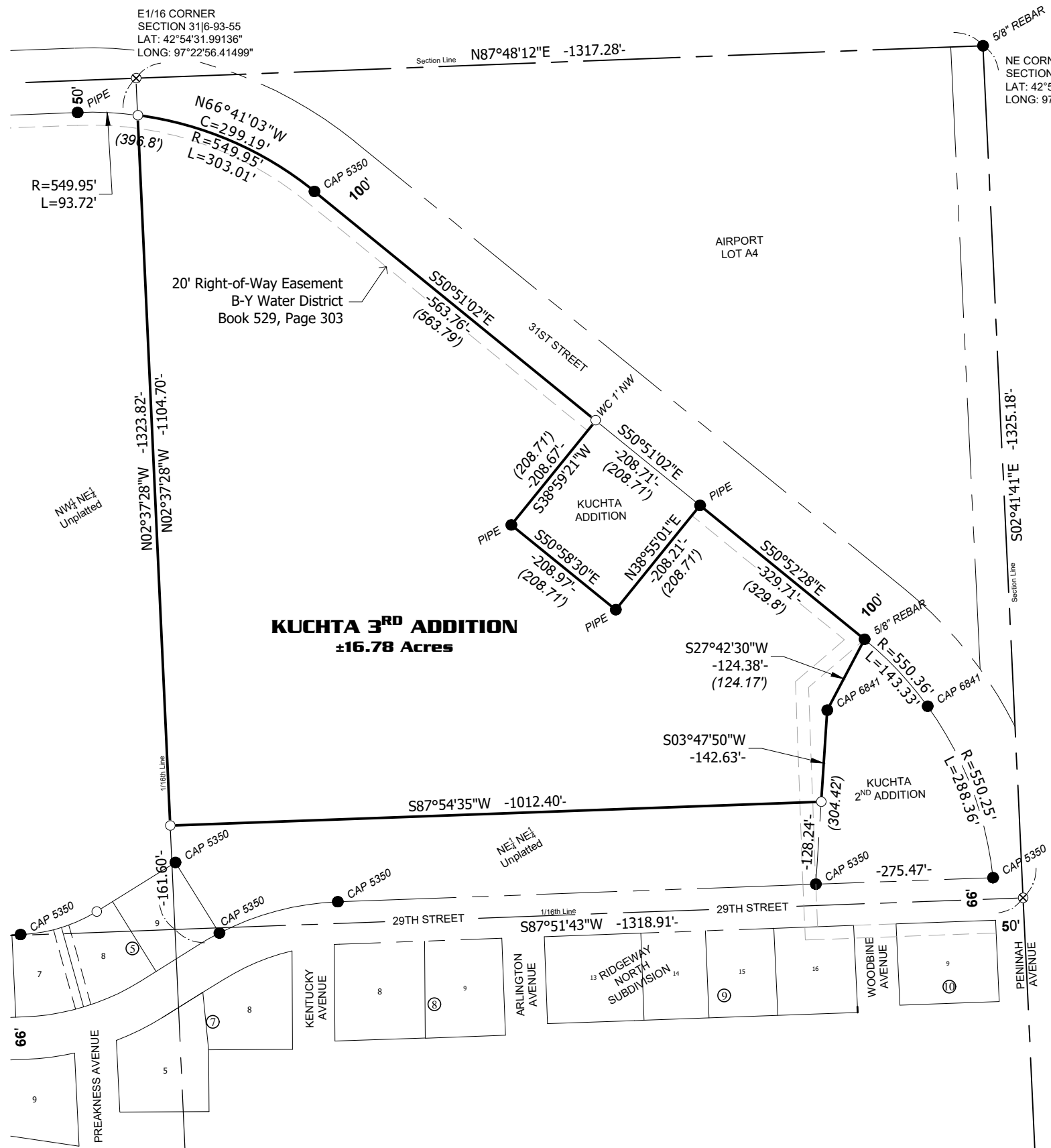
Plat Location Map

Plat of the Kuchta 3rd Addition in the NE1/4 of the NE1/4 of Section 6, T93N, R55W of the 5th P.M., City of Yankton, Yankton County, South Dakota

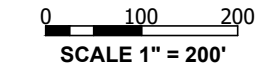


PLAT OF KUCHTA 3RD ADDITION

IN THE NE1/4 OF THE NE1/4 OF SECTION 6, TOWNSHIP 93 NORTH, RANGE 55 WEST
OF THE 5TH P.M., CITY AND COUNTY OF YANKTON, SOUTH DAKOTA
CONTAINING 731,081 SQ.FT. (16.78 ACRES) MORE OR LESS



BASIS OF BEARING
CITY OF YANKTON DATUM



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

SURVEYOR'S NOTES

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

SURVEYOR'S CERTIFICATE

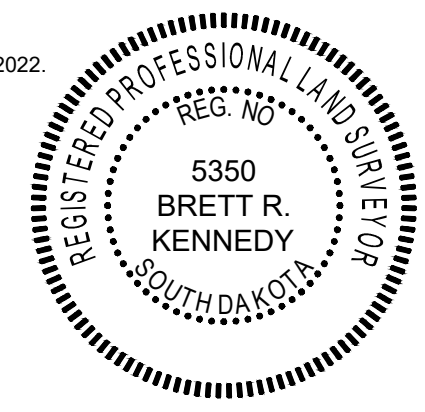
I, Brett R. Kennedy, a Registered Land Surveyor in the state of South Dakota, do hereby certify that at the request of the owners, and under their direction, did on or prior to November 9, 2022 I have surveyed the NE1/4 of the NE1/4 of Section 6, Township 93 North, Range 55 West of the 5th P.M., Yankton County, South Dakota, with area and dimensions as shown on the plat:

A portion shall hereafter be known and described as **KUCHTA 3RD ADDITION IN THE NE1/4 OF THE NE1/4 OF SECTION 6, T93N, R55W OF THE 5TH P.M., CITY AND COUNTY OF YANKTON, SOUTH DAKOTA.**

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

I have executed this document this 10th day of November, 2022.

Brett R. Kennedy, LS 5350



Kuchta 3rd Addition
Yankton, South Dakota

SEI PROJECT #: 22445

Time Stamp: 11/10/2022 10:59 AM
Revisions:

Sheet 1 of 3

PLAT 1

OWNER'S CERTIFICATE

I, the undersigned, hereby certify that Kirby Hofer Construction Company, Inc. is the absolute and unqualified owner of the land included in this plat being entitled:

KUCHTA 3RD ADDITION IN THE NE1/4 OF THE NE1/4 OF SECTION 6, T93N, R55W OF THE 5TH P.M., CITY AND COUNTY OF YANKTON, SOUTH DAKOTA, that the plat has been made at my request and under my direction, for the purpose of defining and describing the property as shown by this plat, that the development of this land shall conform to all existing applicable zoning, subdivision and erosion and sediment control regulations, and I hereby dedicate to the public, for public use forever as such, the right-of-ways and easements, as shown and marked on this plat.

In witness whereof I have hereunto set my hand this ___ day of _____, _____.

Kirby Hofer Construction Company, Inc.

By _____
Kirby Hofer

Title _____

CORPORATION ACKNOWLEDGEMENT

STATE OF _____)
) SS
COUNTY OF _____)

Be it remembered that on this ___ day of _____, before me the undersigned, a Notary Public within and for the county and state aforesaid, personally appeared Kirby Hofer of Kirby Hofer Construction Company, Inc., known to me to be the person who is described in and who executed the within and foregoing instrument and certificate and acknowledged to me that he executed the same.

My commission expires _____.

_____ Seal

Notary Public, _____ County, South Dakota

COUNTY PLANNING COMMISSION APPROVAL

Approval of the final plan of **KUCHTA 3RD ADDITION IN THE NE1/4 OF THE NE1/4 OF SECTION 6, T93N, R55W OF THE 5TH P.M., CITY AND COUNTY OF YANKTON, SOUTH DAKOTA,** is hereby granted by the Yankton County Planning Commission on this ___ day of _____, _____.

Chair, County Planning Commission
Yankton County, South Dakota

COUNTY COMMISSION APPROVAL

I hereby certify that the final plan of **KUCHTA 3RD ADDITION IN THE NE1/4 OF THE NE1/4 OF SECTION 6, T93N, R55W OF THE 5TH P.M., CITY AND COUNTY OF YANKTON, SOUTH DAKOTA** was duly submitted to the Yankton County Board of County Commissioners, and that after due consideration the Board approved said final plan at its meeting held on the ___ day of _____, _____.

Chairman, County Commission Yankton County, South Dakota

COUNTY AUDITOR CERTIFICATE

I do hereby certify that the above certificate of approval is true and correct including the signature thereon.

Dated this ___ day of _____, _____.

County Auditor
Yankton County, South Dakota

CERTIFICATE OF STREET AUTHORITY

The location of existing access roads abutting or approaches entering the State/County/Township/City Road, is hereby approved. Any changes in the existing access shall require additional approval.

Approved this ___ day of _____, _____.

State/County/Township/City Road Authority

TEXT 1

Sheet 2 of 3

Time Stamp: 11/10/2023 11:53 AM
Revision: _____

Kuchta 3rd Addition
Yankton, South Dakota

SEI PROJECT #: 22445

STOCKWELL
WWW.STOCKWELLENGINERS.COM
STOCKWELL ENGINEERS, INC.
201 WALNUT STREET
YANKTON, SD 57408
PHONE 605.665.0523
FAX 605.665.0523

RESOLUTION OF APPROVAL

Whereas it appears that the owner thereof has caused a plat to be made of the following described real property: **KUCHTA 3RD ADDITION IN THE NE1/4 OF THE NE1/4 OF SECTION 6, T93N, R55W OF THE 5TH P.M., CITY AND COUNTY OF YANKTON, SOUTH DAKOTA** for approval; and

Whereas such plat has been submitted to the Planning Commission of the City of Yankton, South Dakota for a report and recommendations thereon to the City Commission as required by law;

Therefore be it resolved that such plat has been executed according to the law and the same is hereby approved and the City Finance Officer is hereby authorized and directed to endorse on such plat a copy of this resolution and certify the same.

Mayor, City of Yankton, South Dakota

I, _____, City Finance Officer of the City of Yankton, South Dakota, do hereby certify that the within and foregoing is a true copy of the resolution passed by the City Commission of the City of Yankton, South Dakota on this _____ day of _____, _____.

City Finance Officer, Yankton, South Dakota

DIRECTOR OF EQUALIZATION

I, the undersigned, County Director of Equalization for Yankton County, South Dakota, do hereby certify that a copy of the above Plat has been filed at my office.

Dated this _____ day of _____, _____.

Director of Equalization
Yankton County

CERTIFICATE OF COUNTY TREASURER

I, the undersigned, County Treasurer for Yankton County, South Dakota, do hereby certify that all taxes which are liens upon any land included in the above and foregoing plat as shown by the records of my office have been fully paid.

Dated this ___ day of _____, _____.

Treasurer
Yankton County

CERTIFICATE OF REGISTER OF DEEDS

STATE OF _____)
) SS
COUNTY OF _____)

Filed for record this _____ day of _____, 20____ at _____ o'clock _____ M. and recorded in Book _____ of Plats on page _____ therein.

Register of Deeds
Yankton County

Memorandum #22-248

To: Amy Leon, City Manager
From: Dave Mingo, AICP Community and Economic Development Director
Subject: Annexation - Kuchta's 3rd Addition.
Date: December 6, 2022

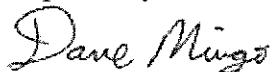
Kirby Hofer Construction Company Inc. has requested the described property be annexed into the city's municipal corporate limits. There are no residents on the property, so voter petition signatures are not necessary.

If approved, the annexation will be recorded at the same time, or shortly thereafter the Kucha's 3rd Addition plat being recorded.

Approval of this request would constitute a basic owner requested annexation of property by resolution as provided for in South Dakota Codified Law (SDCL). This action does not approve any development proposals or specifications. The details of how the property develops will be addressed in the future as part of any platting or building permit request process.

The described property is adjacent to the existing corporate limits and as such, can be annexed with the owner's petition and subsequent concurrence from the City Commission.

Respectfully submitted,




Dave Mingo, AICP
 Community and Economic Development Director

Recommendation: It is recommended that the City Commission approve Resolution #22-66 approving the owner requested annexation of property adjacent to the existing corporate limits in accordance with the voluntary annexation process described in SDCL.

I concur with this recommendation.

I do not concur with this recommendation.



Amy Leon, City Manager

Prepared by:
City of Yankton
PO Box 176
Yankton, SD 57078
605-668-5252

RESOLUTION NO. 22-66

WHEREAS, Kirby Hofer Construction Company Inc is the owner of land adjacent to the City of Yankton's Municipal Corporate Limits, and have requested the City, pursuant to SDCL 9-4-1, to annex certain real property into the corporate limits of the City of Yankton, and

WHEREAS, there are no registered voters residing on said property.

NOW, THEREFORE, BE IT RESOLVED by The Board of City Commissioners of the City of Yankton, South Dakota, that the following described real property is hereby annexed into the corporate limits of the City of Yankton, South Dakota:

DESCRIPTION OF LAND TO BE ANNEXED

Kuchta 3rd Addition in the NE 1/4 of the NE 1/4 of Section 6, Township 93 North, Range 55 West of the 5th P.M., City and County of Yankton, South Dakota containing 16.78 acres.

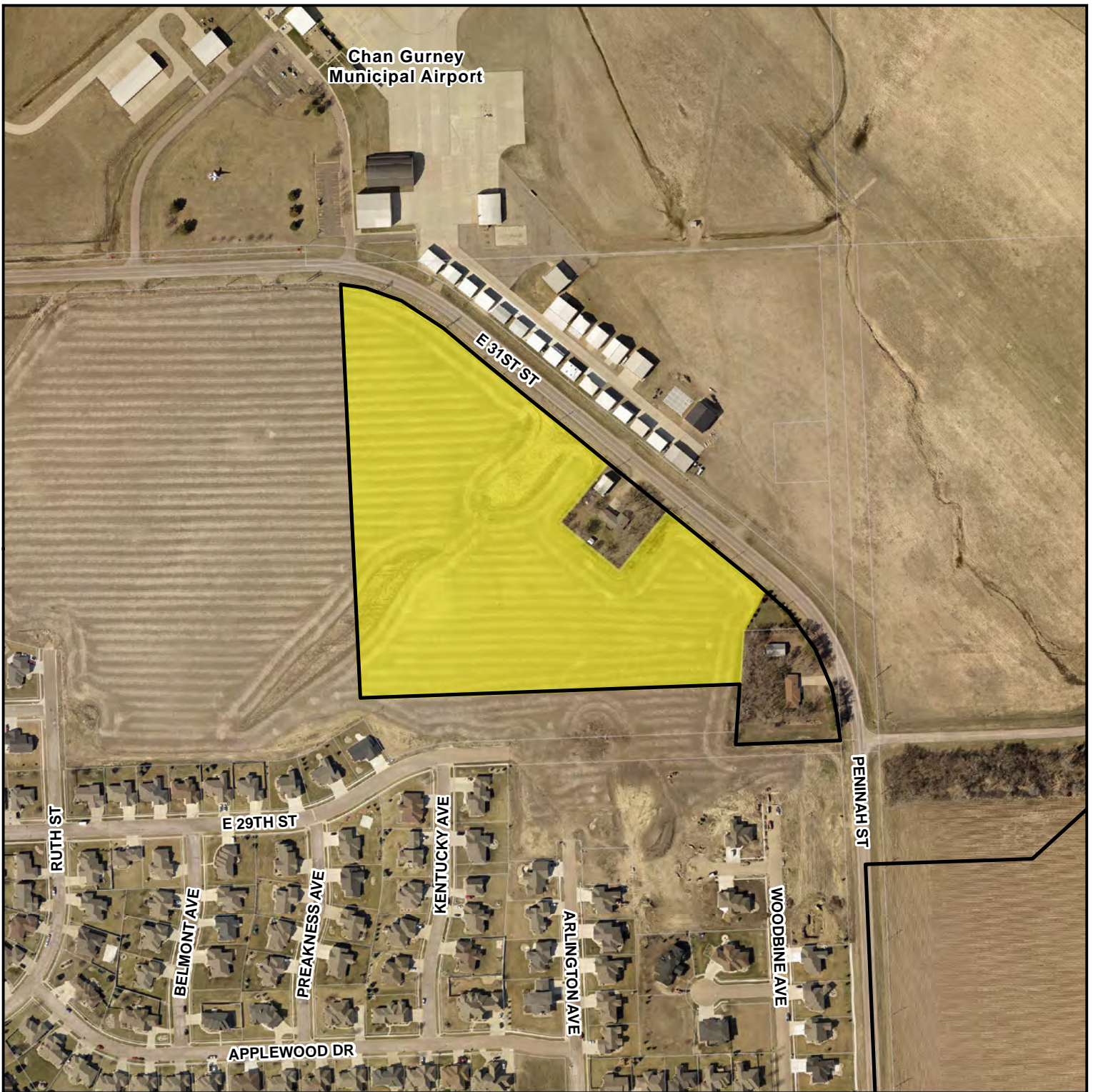
As shown on the attached Annexation Location Map.

Adopted this 12th day of December, 2022.

Stephanie Moser, Mayor

ATTEST:

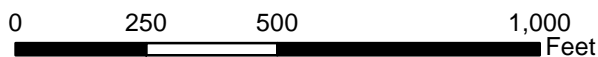
Al Viereck, Finance Officer



City of Yankton

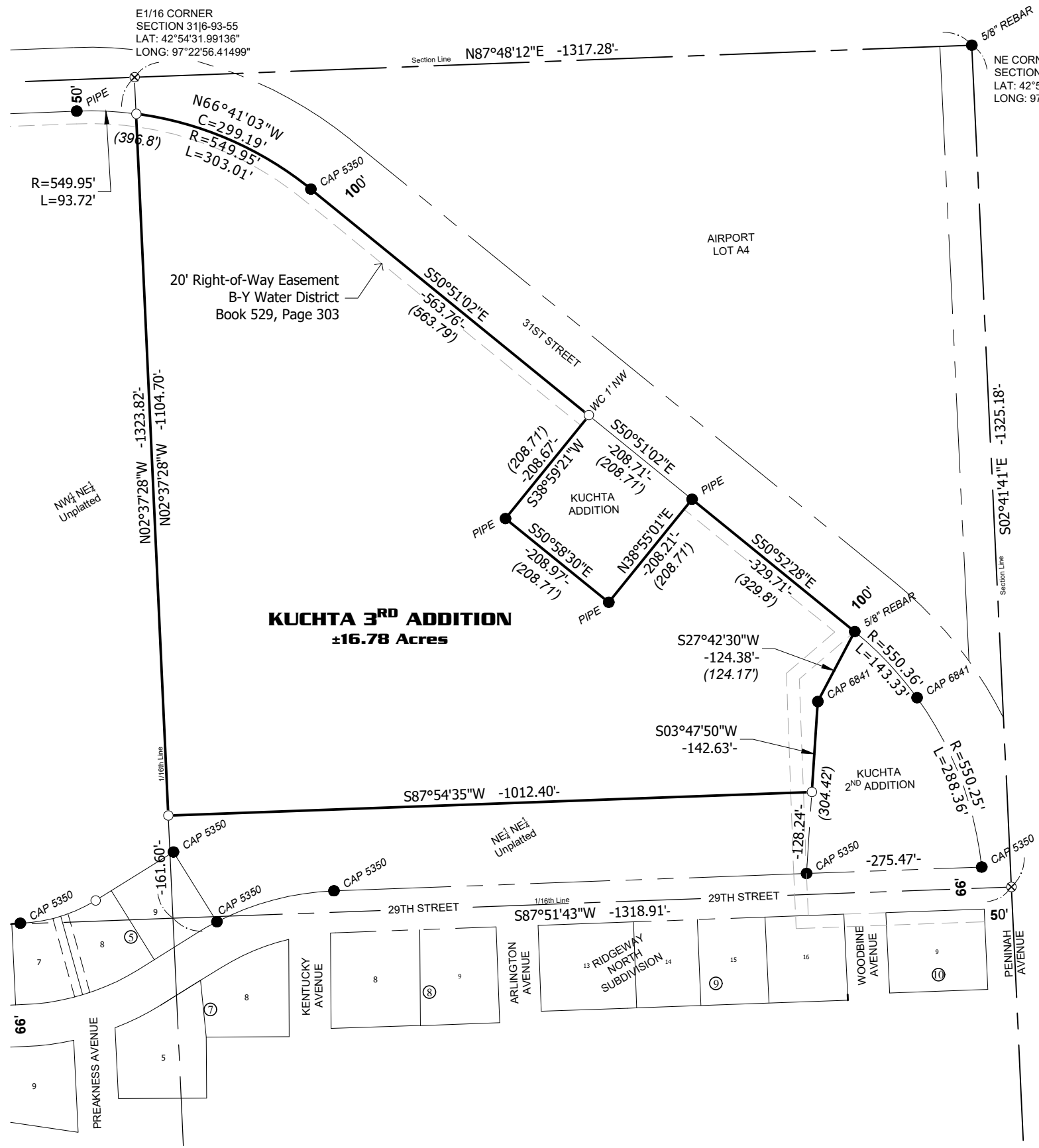
Annexation Location Map

KUCHTA 3RD ADDITION IN THE
NE1/4 OF THE NE1/4 OF SECTION 6, T93N, R55W OF THE 5TH P.M.,
CITY AND COUNTY OF YANKTON, SOUTH DAKOTA



PLAT OF KUCHTA 3RD ADDITION

IN THE NE1/4 OF THE NE1/4 OF SECTION 6, TOWNSHIP 93 NORTH, RANGE 55 WEST
OF THE 5TH P.M., CITY AND COUNTY OF YANKTON, SOUTH DAKOTA
CONTAINING 731,081 SQ.FT. (16.78 ACRES) MORE OR LESS



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

SURVEYOR'S NOTES

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

SURVEYOR'S CERTIFICATE

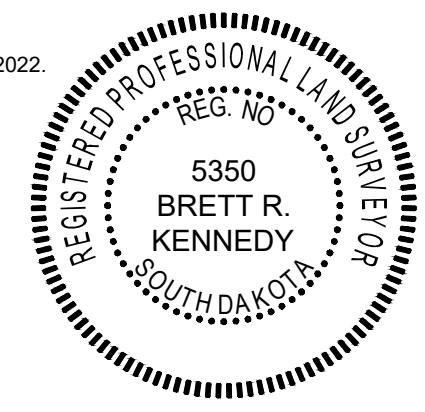
I, Brett R. Kennedy, a Registered Land Surveyor in the state of South Dakota, do hereby certify that at the request of the owners, and under their direction, did on or prior to November 9, 2022 I have surveyed the NE1/4 of the NE1/4 of Section 6, Township 93 North, Range 55 West of the 5th P.M., Yankton County, South Dakota, with area and dimensions as shown on the plat:

A portion shall hereafter be known and described as **KUCHTA 3RD ADDITION IN THE NE1/4 OF THE NE1/4 OF SECTION 6, T93N, R55W OF THE 5TH P.M., CITY AND COUNTY OF YANKTON, SOUTH DAKOTA.**

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

I have executed this document this 10th day of November, 2022.

Brett R. Kennedy, LS 5350



Kuchta 3rd Addition
Yankton, South Dakota

SEI PROJECT #: 22445

Time Stamp:	11/10/2022 10:59 AM
Revisions:	

File Location: G:\PROJECTS\2022\22445 - Hofer-YPS Plat & Annex\Legal\Working Files\22445 - Hofer-YPS Plat & Annex.dwg

Created By: Kennedy
Reviewed By: gaden

OWNER'S CERTIFICATE

I, the undersigned, hereby certify that Kirby Hofer Construction Company, Inc. is the absolute and unqualified owner of the land included in this plat being entitled:

KUCHTA 3RD ADDITION IN THE NE1/4 OF THE NE1/4 OF SECTION 6, T93N, R55W OF THE 5TH P.M., CITY AND COUNTY OF YANKTON, SOUTH DAKOTA, that the plat has been made at my request and under my direction, for the purpose of defining and describing the property as shown by this plat, that the development of this land shall conform to all existing applicable zoning, subdivision and erosion and sediment control regulations, and I hereby dedicate to the public, for public use forever as such, the right-of-ways and easements, as shown and marked on this plat.

In witness whereof I have hereunto set my hand this ____ day of _____, _____.

Kirby Hofer Construction Company, Inc.

By _____
Kirby Hofer

Title _____

CORPORATION ACKNOWLEDGEMENT

STATE OF _____)
) SS
COUNTY OF _____)

Be it remembered that on this ____ day of _____, before me the undersigned, a Notary Public within and for the county and state aforesaid, personally appeared Kirby Hofer of Kirby Hofer Construction Company, Inc., known to me to be the person who is described in and who executed the within and foregoing instrument and certificate and acknowledged to me that he executed the same.

My commission expires _____.

_____ Seal

Notary Public, _____ County, South Dakota

COUNTY PLANNING COMMISSION APPROVAL

Approval of the final plan of **KUCHTA 3RD ADDITION IN THE NE1/4 OF THE NE1/4 OF SECTION 6, T93N, R55W OF THE 5TH P.M., CITY AND COUNTY OF YANKTON, SOUTH DAKOTA**, is hereby granted by the Yankton County Planning Commission on this ____ day of _____, _____.

Chair, County Planning Commission
Yankton County, South Dakota

COUNTY COMMISSION APPROVAL

I hereby certify that the final plan of **KUCHTA 3RD ADDITION IN THE NE1/4 OF THE NE1/4 OF SECTION 6, T93N, R55W OF THE 5TH P.M., CITY AND COUNTY OF YANKTON, SOUTH DAKOTA** was duly submitted to the Yankton County Board of County Commissioners, and that after due consideration the Board approved said final plan at its meeting held on the ____ day of _____, ____.

Chairman, County Commission Yankton County, South Dakota

COUNTY AUDITOR CERTIFICATE

I do hereby certify that the above certificate of approval is true and correct including the signature thereon.

Dated this ____ day of _____, ____.

County Auditor
Yankton County, South Dakota

CERTIFICATE OF STREET AUTHORITY

The location of existing access roads abutting or approaches entering the State/County/Township/City Road, is hereby approved. Any changes in the existing access shall require additional approval.

Approved this ____ day of _____, ____.

State/County/Township/City Road Authority

TEXT 1

Sheet 2 of 3

Time Stamp: 11/01/2023 11:53 AM
Revision: _____

Kuchta 3rd Addition
Yankton, South Dakota

SEI PROJECT #: 22445

Kirby Hofer Construction Co INC

December 1, 2022

30992 430 Ave
Tabor, SD 57063
605.660.1422

Yankton Board of City Commissioners:

I respectfully request the City to annex Kuchta's 3rd Addition. Thank you for your consideration.

Sincerely,

Kirby Hofer

 PRESIDENT,

Memorandum #22-247

To: Amy Leon, City Manager
From: Dave Mingo, AICP Community and Economic Development Director
Subject: Planning Commission Action #22-TBD / Resolution #22-65
Date: December 6, 2022

PLAT REVIEW

ACTION NUMBER: 22-TBD

E.T.J. MEMBER ACTION REQUIRED: No

OWNER / APPLICANT: Kirby Hofer Construction Company, Inc.

ADDRESS / LOCATION: South side of the 600 - 800 Blocks of E. 31st Street.

PROPERTY DESCRIPTION: School Tract 1 of Ridgeway North Subdivision to the City of Yankton, South Dakota.

ZONING DISTRICT: R-2 Single Family Residential.

PREVIOUS ACTION: Kuchta's 3rd Addition and Ridgeway North Subdivision plats.

COMMENTS: The purpose of this plat is identifying the lot for the future location of the Yankton School District's Early Childhood Development Center. The proposed plat accounts for the needs of the City's street grid system. Future plat submittals of areas around the tract will include an extensive engineering and subdivision review process.

Staff recommends approval of the plat.

MEETING SCHEDULE:

December 12, 2022: Planning Commission reviews plat and makes recommendation to the City Commission.

December 12, 2022: City Commission reviews the plat and makes a final decision.

Planning Commission results: The item is being considered by the Planning Commission earlier in the evening of December 12th. Their recommendation will be reported to the City Commission verbally when the agenda item is considered.

RESOLUTION #22-65

WHEREAS, it appears from an examination of the plat of School Tract 1 of Ridgeway North Subdivision to the City of Yankton, South Dakota, prepared by Brett R. Kennedy, 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.

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.

Adopted:

Stephanie Moser, Mayor

ATTEST:

Al Viereck, Finance Officer



City of Yankton

Plat Location Map

Plat of School Tract 1 of the Ridgeway North Subdivision
to the City of Yankton, Yankton County, South Dakota

PLAT OF SCHOOL TRACT 1 OF RIDGEWAY NORTH SUBDIVISION

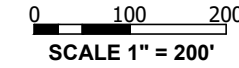
TO THE CITY OF YANKTON, SOUTH DAKOTA

(A portion of the NW1/4 of the NE1/4 of Section 6, T93N, R55W of the 5th P.M. and Kuchta 3RD Addition, City and County of Yankton, South Dakota)

CONTAINING 576,093 SQ.FT. (13.23 ACRES) MORE OR LESS



BASIS OF BEARING
CITY OF YANKTON DATUM



LEGEND:

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

SURVEYOR'S NOTES

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

**DEDICATED
RIGHT-OF-WAY AREA**

- Wedgewood Drive ± 0.53 Acres
- Highland Drive ± 0.27 Acres
- Kentucky Avenue ± 0.70 Acres

UTILITY EASEMENT NOTE

- 5.0' Along all Lot Lines of Corner Lots
- 5.0' Along Platted Streets
- 5.0' Along Rear Lot Lines

SURVEYOR'S CERTIFICATE

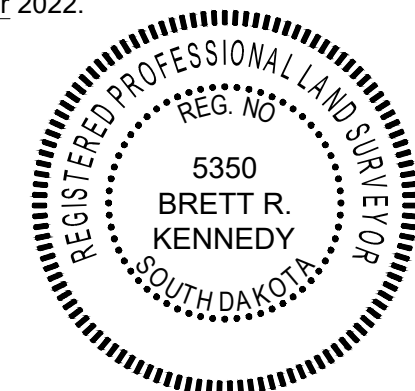
I, Brett R. Kennedy, a Registered Land Surveyor in the state of South Dakota, do hereby certify that at the request of the owners, and under their direction, did on or prior to November 9, 2022 I have surveyed the NW1/4 of the NE1/4 of Section 6, Township 93 North, Range 55 West of the 5th P.M., and Kuchta 3rd Addition, City and County of Yankton, South Dakota, with area and dimensions as shown on the plat:

A portion shall hereafter be known and described as **SCHOOL TRACT 1 OF RIDGEWAY NORTH SUBDIVISION TO THE CITY OF YANKTON, SOUTH DAKOTA.**

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

I have executed this document this 10th day of November 2022.

Brett R. Kennedy, LS 5350



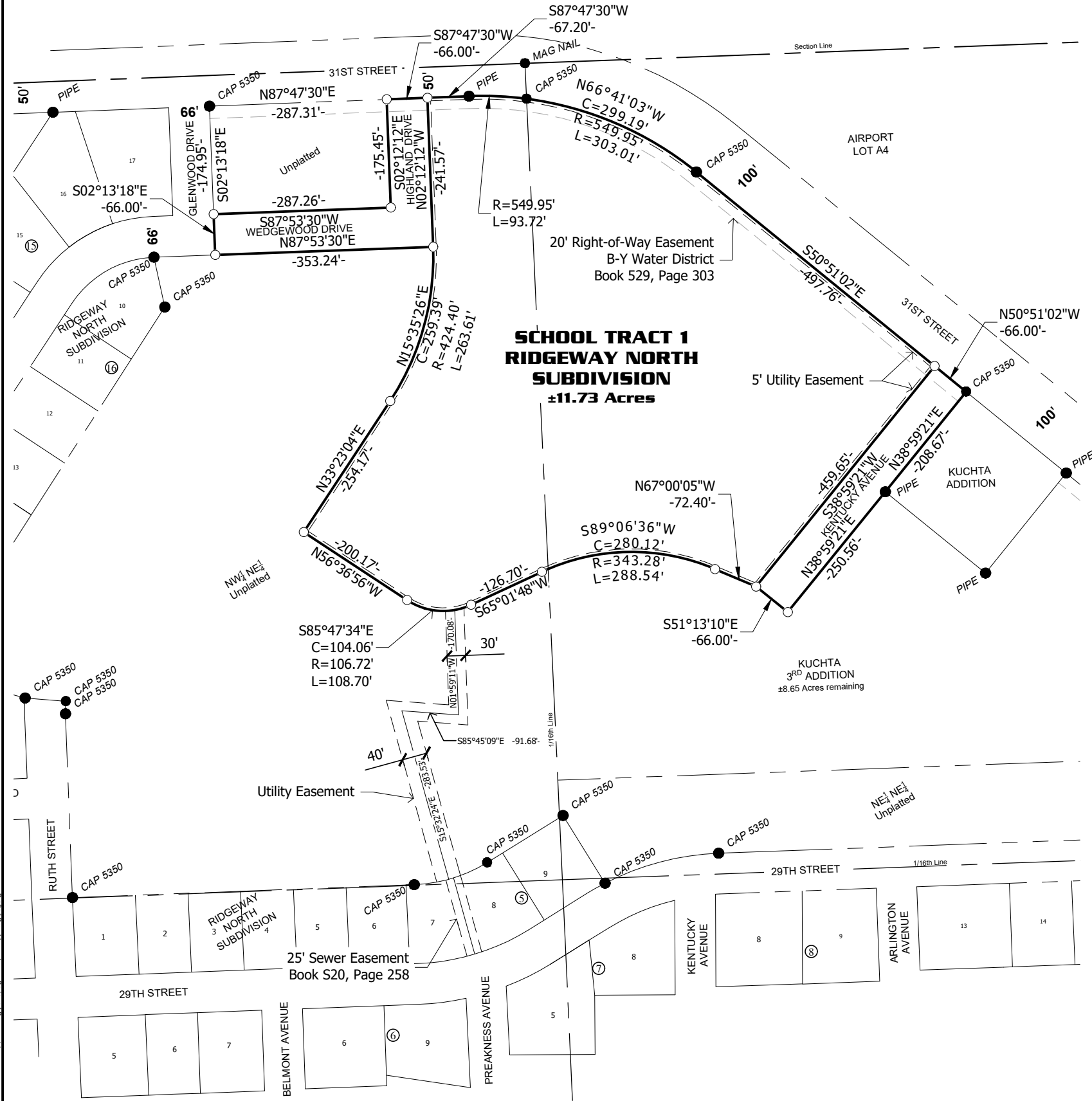
School Tract 1
Ridgeway North Subdivision
 Yankton, South Dakota
SEE PROJECT #: 22445

Time Stamp: 11/10/2022 11:18 AM
Revisions:

Sheet 1 of 2

PLAT 2

The Location: G:\PROJECTS\2022\22445 - School Tract 1 Plat & Annual Utility Working Plans\22445 - School Tract 1 Plat & Annual Utility Working Plans.dwg
 Created by: bkenne
 Modified by: bkenne



OWNER'S CERTIFICATE

I, the undersigned, hereby certify that Kirby Hofer Construction Company, Inc. is the absolute and unqualified owner of the land included in this plat being entitled:

SCHOOL TRACT 1 OF RIDGEWAY NORTH SUBDIVISION TO THE CITY OF YANKTON, SOUTH DAKOTA, that the plat has been made at my request and under my direction, for the purpose of defining and describing the property as shown by this plat, that the development of this land shall conform to all existing applicable zoning, subdivision and erosion and sediment control regulations, and I hereby dedicate to the public, for public use forever as such, the right-of-ways and easements, as shown and marked on this plat.

Kirby Hofer Construction Company, Inc.

In witness whereof I have hereunto set my hand this ____ day of _____, _____.

By _____

Kirby Hofer

Title _____

CORPORATION ACKNOWLEDGEMENT

STATE OF _____)
) SS
COUNTY OF _____)

Be it remembered that on this ____ day of _____, before me the undersigned, a Notary Public within and for the county and state aforesaid, personally appeared Kirby Hofer of Kirby Hofer Construction Company, Inc., known to me to be the person who is described in and who executed the within and foregoing instrument and certificate and acknowledged to me that he executed the same.

My commission expires _____.

_____ Seal

Notary Public, _____ County, South Dakota

RESOLUTION OF APPROVAL

Whereas it appears that the owner thereof has caused a plat to be made of the following described real property: **SCHOOL TRACT 1 OF RIDGEWAY NORTH SUBDIVISION TO THE CITY OF YANKTON, SOUTH DAKOTA** for approval; and

Whereas such plat has been submitted to the Planning Commission of the City of Yankton, South Dakota for a report and recommendations thereon to the City Commission as required by law;

Therefore be it resolved that such plat has been executed according to the law and the same is hereby approved and the City Finance Officer is hereby authorized and directed to endorse on such plat a copy of this resolution and certify the same.

Mayor, City of Yankton, South Dakota

I, _____, City Finance Officer of the City of Yankton, South Dakota, do hereby certify that the within and foregoing is a true copy of the resolution passed by the City Commission of the City of Yankton, South Dakota on this ____ day of _____, _____.

City Finance Officer, Yankton, South Dakota

DIRECTOR OF EQUALIZATION

I, the undersigned, County Director of Equalization for Yankton County, South Dakota, do hereby certify that a copy of the above Plat has been filed at my office.

Dated this ____ day of _____, _____.

Director of Equalization
Yankton County

CERTIFICATE OF COUNTY TREASURER

I, the undersigned, County Treasurer for Yankton County, South Dakota, do hereby certify that all taxes which are liens upon any land included in the above and foregoing plat as shown by the records of my office have been fully paid.

Dated this ____ day of _____, _____.

Treasurer
Yankton County

CERTIFICATE OF REGISTER OF DEEDS

STATE OF _____)
) SS
COUNTY OF _____)

Filed for record this ____ day of _____, 20____ at ____ o'clock ____ M. and recorded in Book _____ of Plats on page _____ therein.

Register of Deeds
Yankton County

***Zoning Board of Adjustment Introduction, First Reading
and
Establish the Date for a Public Hearing***

Memorandum #22-249

To: Amy Leon, City Manager
From: Dave Mingo, AICP Community and Economic Development Director
Subject: Establish January 9, 2023 as the Hearing Date for Zoning Board of Adjustment Action
Date: December 6, 2022

REQUEST FOR VARIANCE TO ZONING REGULATIONS

ACTION NUMBER: 22-TBD

E.T.J. MEMBER ACTION REQUIRED: No

APPLICANT / OWNER: Travis Arens and Kelly Arens.

ADDRESS / LOCATION: 203 West 25th Street.

PROPERTY DESCRIPTION: Lot 16, Block 2, Mayer's Addition to the City of Yankton, South Dakota.

ZONING DISTRICT: R-2 Single Family Residential.

VARIANCE REQUEST: The applicant is requesting permission to exceed the four-foot maximum fence height on a corner lot in a defined front yard setback. The fence, at an estimated six feet tall, was recently constructed in violation of the ordinance. The situation is unfortunate because the applicant had contact with city officials about the ordinance requirements prior to constructing the fence and decided to proceed anyway. They have subsequently decided to apply for a variance.

PREVIOUS ACTION: None.

COMMENTS: Consideration of a variance request is a quasi-judicial process. Planning Commissioners and City Commissioners should refrain from individual discussions or site visits regarding the issue.

The provisions of the applicable ordinance established four feet as the maximum height for a fence in a front yard. Corner lots by definition have two front yards.

____ Introduce

In the past when the city has considered issues like this, we have discussed whether we should change the ordinance for all like zoned property in the city rather than granting a special privilege for one property owner. There are several instances in the past, like with rear yard decks or corner lot rear yard setbacks, when the Planning Commission and City Commission have amended the ordinance as it applies to all rather than granting variances for individual property owners. Staff does not recommend an ordinance that would increase fence heights in front yards.

The Arens own a very nice single family dwelling on a corner lot. Proof of hardship is the test that must be passed when considering a variance request. The below Section 27-11-2 of the code describes the parameters under which variances are considered by the city. The applicable section of the code states the reason for granting a variance is:

(2) The board shall be satisfied by the evidence heard before it that the granting of any variance permitted in SDCL will alleviate a hardship approaching confiscation as distinguished from special privileges sought by the owner, and be the minimum variance that will afford relief to the property owner.

The applicable section of South Dakota Codified Law related to granting a variance states:

11-6-25. Board of adjustment to consider variances in hardship cases-- Municipal planning and zoning adjustment provisions apply. The city council may provide for a board of adjustment, or may authorize the planning and zoning commission to serve as a board of adjustment to make special exceptions or grant variances to the regulations adopted under § 11-6-24 in specific cases, in order that unwarranted hardship, which constitutes an unreasonable deprivation of use as distinguished from the mere grant of a privilege, may be avoided.

Courts have determined the following related to a property having a true “hardship.”

Hardship Due to Unique Physical Limitations of the Property Hardship must be due to unique physical limitations of the property, i.e. compliance with ordinance requirements is prevented by limitations (steep slopes, wetlands, etc.) that are not generally shared by other properties. The circumstances of an applicant (growing family, need for larger garage, etc.) are not a factor in deciding variances. Nearby ordinance violations, prior variances or lack of objections from neighbors do not provide a basis for granting a variance. Minor property limitations that prevent ordinance compliance and are common to a number of properties should be addressed by amendment of the ordinance.

Based on these criteria, staff does not feel that there is a proof of hardship on the site.

City staff has not been contacted by any adjacent landowners after sending out the notice for the Planning Commission meeting.

Staff recommends that the variance request be denied.

HEARING SCHEDULE:

- December 12, 2022: Planning Commission hears testimony and makes a recommendation to the Zoning Board of Adjustment.
- December 12, 2022: Zoning Board of Adjustment sets January 9, 2023 as the date for a public hearing to consider the variance.
- January 9, 2023: Zoning Board of Adjustment hears testimony and makes final decision. Granting of a variance requires a vote of at least two-thirds of the Board.

Planning Commission results: The results will be reported in the memorandum provided in the January 9, 2023 City Commission meeting packet.

Yankton Municipal
Cemetery



W 25TH ST

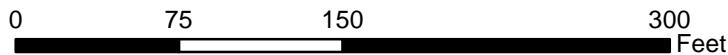
CEDAR TIER

WALNUT ST

City of Yankton

Variance Request Location Map

203 W 25th St
City of Yankton, Yankton County, South Dakota.





203 W. 25th

City of Yankton
Planning Commission and Zoning Board of Adjustment
Yankton, SD 57078

Re: **Variance to Zoning Regulations**

Dear Board Members:

This letter, pursuant to the City of Yankton's Zoning Ordinance, is an application hereby made for a variation in the regulations of said ordinance for the property herein described.

On the 23 November, 2022, the undersigned applied for a building permit to :
Description of permit desired: Construct a six foot tall fence in a defined front yard setback.
The permit was refused because: The maximum fence height allowed in a front yard setback is four feet.

The address of the property is: 203 West 25th Street

Lot Number: Lot 16
Block Number: 2
Addition: Mayer's Addition
Zoning District: R-2 Single Family
of which I/we own.

I/We have included a set of drawings or site plan, to scale, showing all conditions as to lot dimensions, building dimensions (proposed and existing), proposed uses of buildings (proposed, existing and future), location of off street parking, dimensions and number of spaces, the location of landscaping and/or screening that is proposed, and any easements that might exist or are proposed.


I/We have included a receipt for Seventy-Five dollars (\$75.00), from the City Finance Department for processing this request.

I hereby depose and say that all the above statements and statements contained in this application and related attachments are true.

Thank you for your consideration,

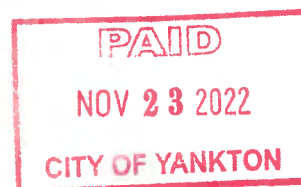
Dated this 23 day of November, 2022

Travis or Kelly Arens
printed / typed name and title if applicable


signature

203 W. 25th Street
Yankton, SD 57078

City Receipt Account Number 101.3231



Memorandum #22-251

To: Amy Leon, City Manager
From: Bradley Moser, Civil Engineer
Subject: Change Order Number 1, Final Project Acceptance and Final Payment for the Airport Acres Site Grading and Storm Sewer Project
Date: December 6, 2022

The Airport Acres site grading construction project has been completed. Once on site Feimer Construction made quick work of shaping the detention pond and installing the storm sewer outlet structure. The storm erosion control devices will remain in place until adequate vegetation is established.

The new detention pond allows for the total development of this area. This helps promote future development in an area that has recently seen new business construction activity.

The attached Change Order No. 1 provides for a change in quantities which results in a net decrease of \$3,100.00. This adjusted the construction cost from \$129,856.75 to \$126,756.75. All change order items were minor in nature. Since the project was completed in advance of the contract deadline, there were no liquidated damages assessed.

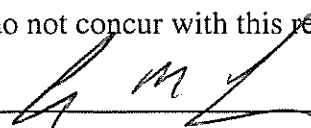
City staff has reviewed the project, the change order and the final pay request. We recommend that Change Order No. 1 be approved, that the project be accepted and that the City Finance Officer be authorized to issue a manual check in the amount of \$126,756.75 to Feimer Construction, Inc. based on the attached final pay request.

Respectfully submitted,


Bradley Moser
Civil Engineer

Recommendation: It is recommended that the City Commission approve Change Order No. 1, accept the completed Airport Acres Site Grading and Storm Sewer project, and authorize the Finance Officer to issue a manual check to Feimer Construction, Inc. in the amount of \$126,756.75 as detailed in Memorandum #22-251.

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



Amy Leon
City Manager

cc: Adam Haberman (electronic)
file

____ Roll Call

**CITY OF YANKTON
PROGRESS ESTIMATE**

CONTRACTOR: Feimer Construction
PROJECT NO: 2022-034
DESCRIPTION: Airport Access Grading

PROGRESS EST. NO: 1
PERIOD: 11/01/22-12/5/22

DATE OF CONTRACT: 11/01/22 CONTRACT PERIOD: 11/30/2022 PREVIOUS PAYMENTS AUTHORIZED:
AMOUNT OF CONTRACT AS AWARDED: \$126,756.75 EST. PAYMENTS AUTH.
CHANGE ORDERS: % OF TIME USED: 100% #1
#1 \$ (3,100.00) % COMPLETED: 100% #2
#2 #3
#3 #4

TOTAL CHANGE ORDERS: \$0.00
TOTAL AMENDED CONTRACT AMOUNT: \$126,756.75 TOTAL PREVIOUS PAYMENTS AUTHORIZED: \$0.00

BID ITEM	DESCRIPTION	BID QUANTITY	UNIT	UNIT PRICE	QUANTITY COMPLETED	TOTAL AMOUNT
GENERAL ITEMS						
1	MOBILIZATION	1	LS	\$ 5,000.00	1.00	\$5,000.00
2	CLEARING	1	LS	\$ 100.00	1.00	\$100.00
3	INCIDENTAL WORK	1	LS	\$ 750.00	1.00	\$750.00
4	UNCLASSIFIED EXCAVATION	12120	CY	\$ 5.15	12120.00	\$62,418.00
5	PERMANENT SEED MIX A	665	LBS	\$ 9.00	665.00	\$5,985.00
6	FERTILIZER	1275	LBS	\$ 1.25	1275.00	\$1,593.75
7	MULCHING	8	TON	\$ 300.00	8.00	\$2,400.00
8	EROSION CONTROL BLANKET	6490	SY	\$ 2.50	6490.00	\$16,225.00
9	VEHICLE TRACKING CONTROL	1	EA	\$ 250.00	0.00	\$0.00
10	SILT FENCE	955	LF	\$ 4.00	955.00	\$3,820.00
11	MUCKING SILT FENCE	2	CY	\$ 10.00	2.00	\$20.00
12	REPAIR SILT FENCE	20	LF	\$ 10.00	0.00	\$0.00
13	9" EROSION CONTROL WADDLE	80	LF	\$ 8.00	80.00	\$480.00
14	INLET PROTECTION	4	EA	\$ 100.00	0.00	\$0.00
15	SEDIMENT BASIN HORSESHOE FILTER	1	EA	\$ 1,200.00	1.00	\$1,200.00
16	CLASS B RIP-RAP	25	TON	\$ 75.00	25.00	\$1,875.00
17	STREET SWEEPING	10	HOUR	\$ 50.00	0.00	\$0.00
18	TOPSOIL STRIPPING	3065	CY	\$ 2.00	3065.00	\$6,130.00
19	PLACING TOPSOIL	3065	CY	\$ 4.00	3065.00	\$12,260.00
20	MOWING	1	EA	\$ 750.00	0.00	\$0.00
21	TURF GRASS WEED CONTROL	1	EA	\$ 1,000.00	0.00	\$0.00
22	POND OUTLET STRUCTURE	1	EA	\$ 6,500.00	1.00	\$6,500.00

TOTAL \$126,756.75

GRAND TOTAL	\$126,756.75
LESS RETAINED 0%	\$0.00
NET TOTAL	\$126,756.75
LESS PAYMENTS AUTHORIZED	\$0.00
AMOUNT DUE	
CONTRACTOR THIS ESTIMATE	\$126,756.75

CERTIFICATION OF CONTRACTOR

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

Feimer Const CONTRACTOR By Rothly Reimer SIGNATURE DATE 12.6.2022

ACKNOWLEDGEMENT AND CONCURRENCE OF ENGINEER

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

Bradley Olson ENGINEER'S SIGNATURE DATE 12/6/22

REPRESENT THE ACTUAL VALUE OF ACCOMPLISHMENT UNDER THE TERMS OF THIS CONTRACT IN CONFORMITY WITH APPROVED PLANS AND SPECIFICATION, THAT THE QUANTITIES SHOWN WERE PROPERLY DETERMINED AND ARE CORRECT; AND THAT THERE HAS BEEN FULL COMPLIANCE WITH ALL LABOR PROVISION INCLUDED IN THE CONTRACT IDENTIFIED ABOVE.

CITY OF YANKTON
CHANGE ORDER #1

CONTRACTOR: Feimer Construction
PROJECT NO. 2022-034
DESCRIPTION: Airport Acres Grading

THE FOLLOWING CHANGES ARE HEREBY MADE TO THE CONTRACT DOCUMENTS

ITEM	ORIGINAL	FINAL	CHANGE IN	PRICE	TOTAL
		QUANTITY	QUANTITIES		
9. Vehicle Tracking Control	1	0	-1	\$250.00	(\$250.00)
12. Repair Silt Fence	20	0	-20	\$10.00	(\$200.00)
14. Inlet Protection	4	0	-4	\$100.00	(\$400.00)
17. Street Sweeping	10	0	-10	\$50.00	(\$500.00)
20. Mowing	1	0	-1	\$750.00	(\$750.00)
21. Turf Grass Weed Control	1	0	-1	\$1,000.00	(\$1,000.00)

TOTALS FOR CHANGE ORDER #1 **(\$3,100.00)**

ORIGINAL CONTRACT AMOUNT: 129,856.75
THE CONTRACT AMOUNT DUE TO THIS CHANGE ORDER WILL BE DECREASED BY: (3,100.00)
THE NEW CONTRACT AMOUNT INCLUDING THIS CHANGE ORDER WILL BE: 126,756.75

ORIGINAL COMPLETION DATE: 11/30/2022
ADJUSTED COMPLETION DATE: NA

APPROVALS REQUIRED:

ACCEPTED BY:

Feimer Const.
CONTRACTOR *Rachy Feimer*

ORDERED BY:

CITY OF YANKTON

Memorandum #22-252

To: Amy Leon, City Manager
From: Jason Foote, Chief of Police
Subject: Shield Purchase
Date: December 4, 2022


The adopted 2022 Capital budget provides \$9,440.00 for Special Response Team capital purchases. Upon review of the Robb Elementary School Shooting in Uvalde, Texas, it was brought to my attention that we require some equipment that could help save lives. Having rifle-rated ballistic shields at the ready in the event of a horrific event like this could potentially save many lives. Dr. Kindle and the Yankton School District have agreed to match our purchase of two rifle-rated ballistic shields.

Using NASPO Value Point Price Agreement to find a rifle-rated ballistic shield, we found the company TAG Firearms out of Bismark, ND. Tag gave a quote for a 16" x 30" lightweight rifle shield with a viewport Level III shield for \$4,101.50 each.

I am submitting this request for the acquisition of four Rifle Shield Level III 16"X 30" with viewport and horizontal handle for the price of \$4,101.50 each, or a total order price of \$16,406.00 from TAG Firearms. The price of two shields will be reimbursed by the Yankton School District for a total of \$8,203.00. The total cost after reimbursement for the City of Yankton Police Department will be \$8,203.00.

Therefore, it is recommended the rifle rated shields be purchased from TAG Firearms in the amount of \$16,406.00 based on the attached quote.

Respectfully submitted,


Jason Foote
Chief of Police

Recommendation: It is recommended that the City Commission approve Memorandum #22-252 for the purchase of four (4) Rifle Rated, Ballistic Shields for the Yankton Police Department, Patrol Division, from TAG Firearms LLC.

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



Amy Leon, City Manager

____ Roll call



1301 Tacoma Ave, Suite #110
Bismarck, ND 58504
701-226-6096
tagfirearms.com

12/1/2022

Chief Jason Foote

Yankton Police Department
410 Walnut St
Yankton, SD 57078
605-668-5210
jfoote@cityofyankton.org

Jason –

Below is a quote for four (4) ballistic shields manufactured by United Shield International.

LightWeight III+ 16x30- With Viewport

- Details - Rifle Shield Level III+ - 16" x 30" With viewport - Horizontal Handle - Lightweight
- SKU - 16x30-III+LW-WVP
- Price - **\$4,051.50 ea.**
- Shipping - **\$50 ea.**


TOTAL QUOTE: \$16,406

Thank you for the opportunity to bid on your department's needs - this quote is valid until 1/30/2023. Please let me know if there is anything I can assist with in the future.

Regards,

James Staub

Memorandum #22-254

TO: Mayor and City Commissioners
FROM: Amy Leon, City Manager 
RE: Collective Bargaining Agreement
DATE: December 7, 2022

The City of Yankton has worked with its Collective Bargaining Unit (the American Federation of State, County and Municipal Employees AFL-CIO, Local 3968) to renegotiate our labor contract with represented employees.

The entire agreement except for wages was open for discussion and negotiation. In 2021 the City of Yankton's collective bargaining unit negotiated wages for two years effective 2022 and 2023. This two-year wage adjustment was approved by the City Commission on July 26, 2021.

Attached is the revised language that has been approved by the Collective Bargaining Unit at their meeting.

Changes in the language are attached and include the following:

- Changes to the new employee orientation
- Addition of prorated personal days based on the quarter in which an employee is hired
- Addition of notice requested in scheduling use of personal days
- Remove vacation hold during the new hire probationary period
- Changes to the language associated with timesheet reporting for use of sick leave, bereavement leave and jury duty
- Changes to the length of time absent before requesting a physician's report
- New language to replace On the Job Compensation
- Changes to the length of time supplemental benefit is provided for worker's compensation injuries
- Changes to the amount and frequency of reimbursement for boots
- Changes to the amount of reimbursement for safety glasses
- Addition of a timeframe bereavement leave can be used
- Addition of three Fraternal Order of Police (FOP) members to the health insurance committee
- Addition of language regarding benefits while on a leave of absence
- Language change regarding submitting military leave paperwork to HR and not the finance department
- Remove language preventing schedule changes unless there is a one-week notice
- Language change regarding longevity pay
- Updated Family and Medical Leave Act language
- Changes to the language for on-call pay

- Changes to the process of internal candidates when new job positions are available
- Changes to language of department in which grievances should be filed
- Addition of safety clothing provided to employees working in the rights of way
- Adjusting the frequency Safety Committee meeting
- Changes to the cell phone reimbursement policy

The changes are proposed to be in effect for three years. Therefore, the term of this agreement would be January 1, 2023-December 31, 2025. The revised contract is attached.

The Collective Bargaining Unit will meet on December 8, 2022 to consider the language of the revised agreement. The result of their vote will be verbally relayed at the City Commission meeting on December 12.

If approved, the next step will be updating the Personnel Policies and Procedures to reflect the changes in the CBA.

Recommendation: It is recommended that the City Commission approve and authorize the City Manager to sign the revised agreement between the City of Yankton and the American Federation of State, County, and Municipal Employees, AFL-CIO Local 3968 effective January 1, 2023 through-December 31, 2025.

COLLECTIVE BARGAINING AGREEMENT BETWEEN
THE CITY OF YANKTON

AND

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

January 1, 2023 through December 31, 2025

AGREEMENT

This Agreement entered into this day of _____, 2022, but effective January 1, 2023, by and between the City of Yankton, a political subdivision of the State of South Dakota, hereinafter referred to as the “City,” and Local 3968, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the “Union.”

PREAMBLE

This Contract is between the City of Yankton, South Dakota, hereinafter referred to as the City, and The American Federation of State, County, and Municipal Employees Local 3968, hereinafter referred to as the Union.

This contract sets forth all terms and conditions of employment for bargaining unit employees. The purpose of this Contract is to establish the agreement between the City and the Union on rates of pay, hours of work, fringe benefits, conditions of employment, and to promote efficiency in employee work performance. While the City of Yankton’s applicable Uniform Personnel Rules and Regulations Manual may supplement the terms of the Agreement, in the event of any inconsistencies between the terms of such manual and of this Agreement, the terms of this Agreement shall supersede.

The Contract also provides an equitable and peaceful process procedure to resolve disputes in interpreting and applying the terms herein consistent with the mutual goal of providing ever-improving public services.

ARTICLE 1. RECOGNITION

Section 1.0 Exclusive Agent. The City recognizes the Union as the sole and exclusive bargaining agent for all full time and regular part-time employees of the City of Yankton, excluding elected officials, police officers, managers, confidential employees, exempt employees, seasonal and casual employees and supervisors, as defined by the Act.

Section 1.1 New Employee Orientation. The City’s Human Resources Director shall notify the then-current Union President by email of the identity of each new Union-eligible employee and the employee’s start date.

ARTICLE 2. STAFF CATEGORY DEFINITIONS AND EMPLOYMENT BENEFITS ELIGIBILITY

Section 2.0 Full-Time Employee. An employee who is regularly scheduled to work at least 40 hours in a work week is considered full-time. Full-time Employees are permanent full-time employees and eligible for employment benefits.

Section 2.1 Regular Part-Time Employee: An employee who is regularly scheduled to work less than 40 hours in a work week is considered part-time. Part-time employees who are regularly scheduled 30 or more hours per week are considered permanent Full-time employees and eligible for vacation, sick leave, health and pension benefits on a prorated basis based on the employee’s average number of hours worked compared to 40 hours.

Section 2.2 **Temporary Employee.** A temporary employee is a person employed by the City for a period not to exceed twelve months unless otherwise agreed to by the parties.

ARTICLE 3. HOLIDAYS

Section 3.0 Full-time employees shall receive eight (8) hours pay for each of the holidays listed below on which they perform no work. All regular part-time employees shall receive holiday pay based upon a prorated basis equal to their standard equivalent workday.

1. New Year's Day;
2. President's Day;
3. Memorial Day;
4. Independence Day;
5. Labor Day;
6. Veteran's Day;
7. Thanksgiving (fourth Thursday and Friday in November);
8. Christmas Eve (24th of December), unless Christmas Eve falls on a Friday, Saturday or Sunday;
9. Christmas Day (25th of December); and,
10. Three Personal 8-Hour Days (to be used at any time through the year pending their department head or the department head's designee's approval), and a fourth Personal 8-Hour Day in each year in which Christmas Eve falls on a Friday, Saturday, or Sunday. Personal days for new-hire employees will be pro-rated based on the date of hire as follows:
 - a. Date of Hire in 1st Quarter – Three 8-hour days (Four 8-hour days in years when there are four personal days accrued);
 - b. Date of Hire in 2nd Quarter – Two 8-hour days (Three 8-hour days on years when there are four personal days accrued);
 - c. Date of Hire in 3rd Quarter – One 8-hour day (Two 8-hour days on years when there are four personal days accrued); and
 - d. Date of Hire in 4th Quarter – No personal day (One 8-hour day on years when there are four personal days accrued)

Section 3.1 Whenever any of the holidays listed above fall on a Saturday, the preceding Friday shall be observed as the holiday. Whenever any of the holidays listed below fall on a Sunday, the succeeding Monday shall be observed as the holiday.

Section 3.2 When an employee is required to work on a holiday, the City will pay regular employees time and one-half for the number of hours actually worked, plus the holiday pay. “Shift workers” working a shift that begins on a holiday will receive time and a half for the number of hours actually worked plus the eight hours holiday pay.

Section 3.3 An employee shall be eligible for pay for the holiday falling within a pay period for which the employee has received compensation; provided however, that the employee worked the day before and the day after the holiday unless otherwise excused or unless the time is credited to either accrued vacation leave, sick leave or worker’s compensation leave.

Section 3.4 If a holiday falls within the vacation period selected by the employee, the holiday hours shall not be considered as a part of the vacation period and the employee will not be paid vacation pay for such holiday hours. Instead, the employee will receive only holiday pay calculated at straight time.

Section 3.5 Holiday pay shall not be paid to an employee if such employee has not complied with a direction to work on the holiday in question.

Section 3.6 The City Manager shall have discretion to grant all employees additional one-time paid holidays.

Section 3.7 Personal days should be scheduled at least two weeks in advance and shall be taken in increments of no less than eight (8) hours. The City will attempt to grant personal day(s) for the date(s) requested by the employee unless, in the judgment of management, operational necessity requires staffing. The City reserves the right to limit the number of employees out on vacation/personal day leave at the same time. If the City determines it is necessary to limit the number of employees on vacation/personal day leave at the same time, the first submitted request shall prevail. In the event of any conflict over simultaneous requests for personal day/vacation periods, the employee with the greater seniority shall be given his/her choice of personal day/vacation period. Personal Day’s may only be used in full shift or half shift increments.

ARTICLE 4. VACATIONS

Section 4.0 Employees shall accrue annual paid vacation leave starting immediately upon employment at the rate specified below.

<u>Tenure</u>	<u>Hours</u>
0 through 5 years	80
6 through 10 years	120
11+ years -	160

All regular part-time employees of the City shall accrue vacation based upon a prorated basis equal to their standard equivalent workday or work week.

Section 4.1 For the purposes of vacation eligibility in the preceding section, vacation can be

used as it is accrued in the first six months of continuous service. Vacation and personal holidays accrued during the first six months of continuous service are not eligible for payout if employment terminates during a new hire's probationary period.

Section 4.2 The rate of vacation pay shall be the employee's regular rate of pay times the number of hours that would have been worked had the employee not been on vacation.

Section 4.3 Vacation hours not used during the calendar year in which they are earned may be carried over into successive years. The maximum allowable accrued vacation shall be two (2) times the amount of vacation earned in a year based upon the employee's hire date. Any hours above the maximum accrual allowed will be lost. However, the City Manager may authorize individual and specific exceptions to the maximum allowable accrued vacation on a case-by-case basis to accomplish a reasonable administrative or staffing objective.

Section 4.4 Vacation should be scheduled at least two weeks in advance. The City will attempt to grant vacation at the time requested by the employee unless, in the judgment of management, operational necessity requires staffing. The City reserves the right to limit the number of employees on vacation at the same time and to limit the number of successive days of vacation taken by an employee. If the City determines it is necessary to limit the number of employees on vacation at the same time, the first submitted request shall prevail. In the event of any conflict over simultaneous requests for vacation periods, the employee with the greater seniority shall be given his/her choice of vacation period. Vacation may only be used as earned and must be taken in at least fifteen minute increments.

Section 4.5 Any employee who is separated from the service of the City for any reason prior to the taking of vacation leave, shall be compensated for the unused vacation the employee accumulated at the time of separation. Reimbursement for vacation leave will be at the employee's salary rate on their last day of employment. In the event of the employee's death, the earned, unused vacation is owed to his or her estate.

Section 4.6 Any official holiday which shall occur during an employee's scheduled vacation shall be counted as a holiday, not as a day of vacation.

ARTICLE 5. SICK LEAVE

Section 5.0 **Accumulation.** Sick leave benefits are granted on the basis of:

1. Eight (8) working hours per month of service on a forty (40) hour work week.
2. Sick leave with pay may be accumulated to a maximum of 960 hours.
3. Employees holding regular appointment with a standard work week of less than forty (40) hours shall earn sick leave credits and have a maximum accrual of sick leave credits based on their budgeted work week compared to a forty (40) hour work week.

Section 5.1 **Use of Sick Leave.** Sick leave may be authorized on any scheduled work day other than holiday or other authorized absence for the following:

1. Personal illness or off-the-job injury.
2. Enforced quarantine of the employee in accordance with community health regulations.
3. Illness in the immediate family when it can be shown that an employee's presence is required. Immediate family shall mean the employee's spouse, natural child, adopted child, foster child, stepchild, parents, step-parents, brothers, sisters, grandparents, grandchildren and the same relatives of a spouse. The employee's Department Head or the Department Head's designee shall approve such use.

Reporting of sick leave may not cause more than the standard equivalent work day to be reported on the City's timekeeping software timesheet.

Section 5.2 **Payment for Sick Leave Earned Over Maximum Accumulation.** When a person accumulates the maximum sick leave allowed, additional sick leave will continue to accrue until the end of the calendar year. However, this additional sick leave may not be used and will not carry over into the next calendar year. Each employee, who accrues this additional leave, shall be paid based on one (1) hour pay for every two (2) hours additional sick leave accrued. A review of all employees' sick leave records shall be made on the last working day in December with payment the first payday in January.

Section 5.3 **Reserved.**

Section 5.4 **Reporting of Sick Leave.** The employee shall complete a timesheet note (explaining what the sick time is being used for) in the City's timekeeping software for all sick leave used and submitted with the timesheet reporting sick leave taken. After approval by the Department Head and City Manager, the report will be placed in the City's timekeeping software timesheet.

Section 5.5 **Notification.** Sick leave with pay is authorized only if the employee notifies their Department Head or supervisor of the necessity for absence. An employee whose work requires a substitute for a particular shift assignment is required to give reasonable notification in advance of the employee's assigned time to start work. If an employee is absent from work and has not notified the Department Head or supervisor of an illness, sick leave will not be granted for the absence and the absence will be recorded as an unauthorized leave. A medical certificate or other substantiating evidence of illness may be required for any sick leave absence. Abuses of sick leave benefits shall be sufficient cause for an employee to be disciplined. For an extended period of sick leave, a doctor's report of expected duration shall be sufficient. Before an employee can be permitted to perform assigned duties after having sustained an injury or having been ill beyond forty (40) continuous work hours, said employee may be required to present the Department Head and the Human Resources Department with a physician's report stating that the employee is fit for work.

Section 5.6 **On the Job Injury.** The City of Yankton (the "City") is committed to maintaining a safe workplace. The City provides a clean, hazard-free, healthy, safe environment in which to work and make every effort to comply with all applicable federal, state and local occupational health and safety laws. Each employee has a duty to comply with the City's safety

rules, and you are expected to take an active part in maintaining this hazard-free environment. This includes employees working in a pre-approved remote work arrangement, who are also encouraged to set up an ergonomically-friendly environment. Each employee shall observe all safety rules, adhere to all safety instructions provided by supervisors and use safety protections where required. Each employee's work area shall be kept neat, clean, orderly and free from potential hazards.

Each employee is required to report any accidents or injuries—including any safety violations or near misses—and to promptly report any unsafe working condition, process or procedure to a supervisor. Failure to abide by the City's safety and accident rules may result in disciplinary action, up to and including termination.

The City shall provide workers' compensation insurance benefits to employees for job-related injuries or illness in accordance with applicable state law. This insurance provides for medical care and temporary disability, and benefits for permanent disability. The amount of benefits payable, as well as the duration of payments, depends upon the nature of an employee's injury or illness and applicable law.

1. Responsibilities of Employee:

If an employee is injured or become ill while performing his or her job duties—whether in the office or while performing job duties pursuant to a pre-approved remote work arrangement—the employee shall immediately report the injury or illness to his or her supervisor. This ensures that the City can help the employee obtain appropriate medical treatment and report the claim to the City's third-party workers' compensation insurance carrier, who will determine coverage. An employee's failure to follow this procedure and immediately report a work-related illness or injury may delay the employee's benefits or may even jeopardize his or her receipt of benefits. Questions regarding workers' compensation insurance should be directed to the Human Resources Department.

Each employee should be aware that workers' compensation insurance does not cover the payment of workers' compensation benefits for any injury which arises out of his or her voluntary participation in any off-duty recreational, social, or athletic activity which is not a part of his or her work-related duties. Furthermore, filing a false or fraudulent workers' compensation claim is also a violation of the City's policy, and will result in disciplinary action, up to and including immediate termination.

If an employee must be off work due to a work-related injury or illness, the employee shall comply with all treatment regimens and cooperate with all pertinent City and third-party administrators/carriers in a good-faith effort to return to work. The employee may be required to provide a fitness for duty certification prior to returning to work.

2. No Retaliation:

The City prohibits any form of discipline, reprisal, intimidation, or retaliation for reporting an accident, injury or near miss as well as for reporting any health and safety concerns, violations of this policy or for cooperating in safety-related investigations. The City will not

discharge, discriminate or otherwise retaliate against employees for making any such reports.

3. Administration of this Policy:

If any employee has any questions regarding this policy, or if any employee has questions about health and safety that are not addressed in this policy, please contact the Human Resources Department.

Section 5.7 On the Job Injury Compensation. Employees are covered by Workers Compensation as provided by the law of the State of South Dakota. The City shall adopt a policy and procedures consistent with South Dakota statutes and regulations applicable to the Worker's Compensation.

Any Employee who while following or acting within the scope of City policy is injured in the performance of his/her duties in a manner that causes disability preventing the employee from returning work shall receive the difference between the Employee's regular pay and the Worker's Compensation payment ("supplemental benefits") for the period of disability not to exceed thirty (30) calendar days, and thereafter the corresponding number of hours will be charged against the Employee's sick leave credit until the same is exhausted. Extension of the supplemental benefits may occur if medical certification is obtained that shows the medical condition such that the Employee cannot return to work. The City is under no obligation to continue its payment supplemental benefits beyond thirty (30) calendar days. Where applicable after exhausting sick leave and City supplemental benefits, an employee may use accumulated vacation leave, personal holiday time (used in 8-hour increments), or sick leave that is donated through the Catastrophic Illness Leave Donation policy to supplement Worker's Compensation benefits.

The Employee shall not be entitled to any supplemental payment under this section in an amount that, when added to any workers' compensation benefit and/or any compensation received from the Employer, result in the Employee receiving total compensation greater than the average weekly wage for the applicable time period.

An employee that has been injured on the job shall be required to keep the Human Resources Department and his or her supervisor or department head informed at all times regarding the status and healing progress of the injury and continue to provide up-to-date written work restrictions provided by the employee's treating health care provider(s), if any. The department head or designee and Human Resources Director shall be responsible for monitoring and confirming work restrictions remain valid and that they are complied with.

Section 5.8 Leave Accrual. All vacation, sick leave and holiday leave earned while on injury leave shall accrue at the employee's regular rate during the initial ninety (90) day period. Throughout the remainder of the leave, additional vacation, sick and holiday leave accrual shall be prorated relative to the sick, vacation and/or compensatory time being reported.

Section 5.9. The City shall treat disabilities due to pregnancy the same as other temporary disabilities.

Section 5.10 Status Updates and Monitoring. An employee that has been injured on the job shall be required to keep the Human Resources Department and his or her supervisor or Department Head informed at all times regarding the status and healing progress of the injury and continue to provide up-to-date written work restrictions provided by the employee's treating health care provider(s), if any. The Department Head and Human Resources Director shall be responsible for monitoring and confirming work restrictions remain valid and that they are complied with.

ARTICLE 6. MANAGEMENT RIGHTS

Section 6.0 Management Rights. It is understood and agreed by the parties that the Employer possesses the sole right to operate the agency so as to carry out its statutory mandates and all management rights repose in the Employer unless specifically modified by this Agreement; likewise, all rights guaranteed to the employee and Union by law are retained unless specifically modified by this Agreement.

ARTICLE 7. EMPLOYEE REIMBURSEMENT

Section 7.0 Reimbursement for Training. If the City requires certificates or special training for a position, the City shall provide reimbursement of the fee required for the employee to obtain such certification. Commercial Driver's License fees shall be reimbursed after the successful completion of the employee probation period.

Section 7.1 Reimbursement for Equipment. Employees who are no longer on probationary status and who wear boots with safety features shall be reimbursed for the purchase of properly conforming boots up to \$150.00 per year. Employees who are no longer on probationary status and required to wear safety glasses shall be reimbursed for the purchase of safety glasses up to \$100.00 per year. Employees shall be required to present a receipt or other suitable proof of purchase as a condition of any reimbursement.

Section 7.2 Personal Cell Phones. Effective January 1, 2023, the City shall not issue any new cellular phone, tablet, or computer technology reimbursements and stipends. Employees who wish to utilize personal cell phones, tablets, or computers for work purposes shall first be required to sign a consent and waiver acknowledging that such use is voluntary and that employees are not permitted to utilize their personal devices for work purposes unless the employee is clocked-in, or the Employee is responding to assigned on-call duties, or the employee has the prior written permission of the Department Head or supervisor.

ARTICLE 8. MISCELLANEOUS SERVICES

Section 8.0 Employee Services. Any employee shall be required to perform any labor or render any services in connection with the City's business, provided that the employee's hourly rate of pay is not reduced.

ARTICLE 9. FUNERAL/BEREAVEMENT LEAVE

An Employee shall be granted up to twenty-four (24) hours paid absence for general bereavement and to attend or plan for a funeral following death of a member of their immediate

family which shall include: spouse, natural child, adoptive child, foster child, stepchild, parents, stepparents, brothers, sisters, grandparents, grandchildren and the same relatives of the employee's spouse. In addition, an employee may take up to fifty-six (56) additional hours for the death of a spouse. An employee may take up to sixteen (16) additional hours for the death of other members of immediate family as defined above. Additional days of bereavement/funeral leave shall be deducted from the employee's accumulated sick leave. All funeral/bereavement leave must be used within one year of the death. A timesheet note explaining who the bereavement leave is used for must be completed within the City's timekeeping software timesheet for all bereavement leave used and submitted with the timesheet reporting bereavement leave taken. After approval by the Department Head the note will remain on file in the City's timekeeping software timesheet.

ARTICLE 10. INSURANCE AND PENSION

Section 10.0 A Health Insurance Committee is hereby established and shall be composed of three persons appointed by the City Manager, three employees appointed by the Union, three employees appointed by the FOP (Fraternal Order of Police), and a non-voting Chairman appointed by the City Manager. The Committee shall review the health insurance plan annually, shall request and review bids for the health insurance when deemed necessary and shall make recommendations regarding such plans.

Section 10.1 The City shall provide each employee with a \$15,000 life insurance policy with the premium to be paid entirely by the City.

Section 10.2 The City shall provide dental insurance with benefits that are equivalent to those now in effect with the premium for each employee (single coverage only) to be paid entirely by the City.

Section 10.3 The City agrees that if an employee desires to participate in the South Dakota Retirement System Supplemental Retirement Fund or ICMA Deferred Compensation Plan, it will continue to make a contribution on the same basis as such contribution is presently made.

Section 10.4 In the event of a significant increase in health care insurance costs, the City reserves the right to re-open negotiations with respect to health care insurance and coverage at any time during the life of this Agreement or upon its expiration.

Section 10.5 The City will not make any change in the health insurance carrier or coverage without receiving a recommendation from the Health Insurance Committee. The Health Insurance Committee shall make a recommendation no later than October 15 of each year.

Section 10.6 Consistent with the City's anti-harassment policies, bargaining unit members of the Health Insurance Committee or any committee shall not face any retaliation or harassment as a result of their participation in, or the decisions of, such Committee.

ARTICLE 11. LEAVES OF ABSENCE

Section 11.0 An employee shall be eligible for leave of absence without pay at the discretion of their Department Head. Prior to taking leave of absence without pay, all sick and vacation leave shall be exhausted. No sick or vacation leave shall accrue during a leave of absence without pay.

Section 11.1 An employee shall accrue seniority and benefits while on leave of absence. An Employee may be responsible for paying for his or her benefits at a rate proportional to the number of hours actually worked during the leave of absence. The employee shall be returned to the position he or she held at the time the leave of absence was granted when he or she returns from the approved leave of absence.

Section 11.2 **Jury Duty.** It is the civic obligation of each City employee to serve on a jury if he or she is called. An employee may not be discharged or suspended for serving on a jury. While on jury duty or while appearing as a witness in their official capacity as a representative and employee of the City of Yankton, the employee shall turn over to the City Finance Officer any payments received for such duty during scheduled work days, except payments received for mileage, meals or expenses for out-of-town jury duty and be paid in full for their normal work schedule. In the alternative, the employee may keep the payments received and use vacation or compensatory time for their normal scheduled workdays. A timesheet note in the City's timekeeping software timesheet indicating the amount of time away from the scheduled work day is required for any time spent on jury duty. After approval by the Department Head, the note will remain on file in the City's timekeeping software timesheet. The Employee shall notify the Department of Human Resources for Jury Duty tracking.

Section 11.3 **Military Leave.**

A. Any employee who is a duly qualified member of any Reserve Component of the United States Armed Forces shall be entitled to receive a leave of absence from City work for a period not to exceed ten (10) work days in any one military fiscal year. At the conclusion of such service, the employee shall be entitled to return to city employment without loss of status, pay, or seniority, provided the employee is still able to perform the employee's job duties. The employee shall give the Department Head at least thirty (30) work days notice of the need for Military Training Leave prior to the time of the leave. The employee must return to the city position immediately upon being relieved from such military service and not later than the time herein limited for such unless prevented from so returning by physical or mental disability or other such cause not due to the employee's own fault, or unless the employee is required by the proper authority to continue in such military service beyond the time herein limited for military training leave. An employee may be eligible to receive the difference between their military pay received and their authorized salary, provided that the military pay is less than the authorized City salary. This difference may not be paid to exceed ten (10) regular working days in any one (1) calendar year. The difference of pay between military pay and authorized City salary shall be reduced by one day's pay for each vacation day earned in excess of ten (10) vacation days per year by the employee. In order to receive compensation, the employee must file a statement of earnings from the military with the Human Resources Department. The period of military service will be counted as full service with the City for the purpose of accruing leave.

B. An employee of the City who is called to active duty with the Armed Forces of

the United States will be granted a leave of absence and shall be re-employed in the department in which he was employed at the time of his or her departure, upon condition the employee is physically and mentally suited to perform the required duties. Employees whose military service is less than thirty-one (31) days must report for re-employment at the beginning of their first regularly scheduled workday that would fall eight (8) hours after he or she returns home. If the period of service is thirty-one (31) to one hundred eighty (180) days, the employee must submit an application for re-employment no later than fourteen (14) days following the completion of service. If the period of military service is greater than one hundred eighty (180) days, the employee must submit an application for re-employment not later than ninety (90) days after the completion of service. If the submission of a timely application in any of these situations is impossible or unreasonable through no fault of the employee, the application must be submitted as soon as possible. Failure to report or submit a written application within the specified periods above will be considered to be a voluntary resignation. Vacation and sick leave shall not accrue during the term of absence.

C. Employees whose military service is thirty-one (31) days or more, the benefits of health, vision, dental and life will stop at the end of the month they last worked. The Employee may privately/personally pay for the continuation of such benefits during the period of leave. The benefits will resume on the employee's first day of return as a full-time employee. In order to receive compensation, the employee must file a statement of earnings from the military with the Human Resources Department.

Section 11.4 Labor Conventions and Activities.

- A. The City agrees to grant the necessary time off, without discrimination and without pay, to Union delegates (not to exceed four) designated by the Union to attend an official labor convention. Absences for a labor convention shall require 15 days' notice. The participation in Union activities such as Union meetings and committee meetings will be permitted only during off-duty hours.
- B. The necessary time off, without discrimination and without pay, for purpose of attending a labor convention as provided in this Section 11.4 shall be subject to the following limitations: collective time off for Union officers and other official delegates shall not exceed 176 hours in any calendar year and must be taken in not less than four-hour increments by each attendee. Those employees scheduled for shift work must take time off consistent with their total shift length. Only one Union employee from a departmental division may be allowed time off at any one time.
- C. The Union shall be required to provide two weeks prior written notice to the Department Head and to the City Manager of each designated Union Member attending an event in accordance with this Section 11.4.

Section 11.5. Negotiations.

Members of the Union negotiating team, who are City employees, will be allowed to attend negotiation sessions during regularly scheduled duty hours. The time of each City employee spent on attendance at negotiation sessions during their regularly scheduled duty hours shall be

compensated by the City at his or her regular hourly rate, subject to the following limitations:

- A. No more than one employee from any one City department may attend negotiation sessions unless mutually agreed to by both the City and Union.
- B. Total compensation paid to the Union negotiating team will not exceed 240 hours for all members combined.
- C. No compensation will be paid for the time spent preparing for negotiations, nor will this preparation be done by any employee during his regularly scheduled duty hours.
- D. No Union negotiating team member shall be paid by the City for time spent on negotiations that are conducted during time other than regularly scheduled duty hours. Any additional time spent attending negotiations by the employee during his regularly scheduled duty hours may be taken as vacation, compensatory leave, personal leave, or time off without pay.

Section. 11.6 Administrative Closures. In the event of an emergency, the City Manager may close City Hall or other City facility for a period of time designated by the City Manager. If the City Manager closes City Hall or other non-essential City facility, then an employee who was scheduled to work in the closed facility during the closure period may choose to:

- (i) use accrued vacation time; or
- (ii) use accrued compensatory time; or
- (iii) use unpaid time; or
- (iv) work the hours as normal (if approved by the City Manager); or
- (v) Make up the hours missed within the same pay period (with approval from the City Manager). Hours made up will not be considered overtime; or
- (vi) Report to the City Manager to be assigned work in a department that is providing essential City services.

No employee is entitled to any additional compensation, increased rate of pay, or additional paid leave of any type due to a closure for an emergency. If the City Manager awards additional compensation or administrative leave to any City employees in relation to an emergency closure, the same will be awarded in equal amounts to employees who are required to stay and work during the emergency closure period.

ARTICLE 12. HOURS OF WORK

Section 12.0 The standard work week for the purpose of calculating pay and overtime shall begin at 12:01 a.m. Saturday and end at Midnight Friday.

Section 12.1 Except for emergency situations, work schedules shall not be changed unless the

changes are mutually agreed upon by the affected employee(s) and the employees' supervisor(s), Department Head, or the City Manager. Emergencies requiring a change in work schedule shall not require prior notice. For purposes of this Section, an emergency shall be defined as an unforeseen combination of circumstances or the resulting state that calls for immediate action or creates an urgent need for assistance or relief.

Section 12.2 During snow removal operations, hours worked outside of the regularly scheduled shift shall be paid at the overtime rate of pay. All hours worked during the regularly scheduled shift shall be paid at the regular rate of pay.

Section 12.3 Rest Period (Coffee Breaks) Coffee breaks or rest periods shall be arranged so as not to interfere with City business as determined by each department's needs and services. During each eight (8) hour shift, two fifteen (15) minute breaks shall be permitted, and may be taken back to back, or otherwise scheduled with the approval of the department head. Breaks shall be taken during normal scheduled hours. Shift workers shall take their lunch breaks when able during their shift.

ARTICLE 13. WAGES

Section 13.0 Pay ranges and wage rates for Union Eligible Positions are attached hereto and incorporated herein. Effective January 1, 2023, each eligible employee will receive a Six Percent (6%) cost of living base adjustment increase, and a One (1) Step increase on the pay scale, if eligible. The Parties agree that they shall negotiate wages for 2024 and 2025 at a later date subject to the notice and renewal provisions of Article 26.

Section 13.1 The City shall reimburse employees for the use of their personal vehicles authorized by the City Manager or his or her designee for City business at the Federal maximum allowable rate.

Section 13.2.1 Out of Class Pay. Any employee who works out of class may be eligible for additional compensation. An employee works out of class when (1) an employee is responsible for covering duties of an absent employee excluding an absent employee with the same duties or an absent employee with the same or lower job class salary range attendant to their job title for longer than a period equivalent to two weeks or (2) the employee's Supervisor and Department Head or the City Manager determine the employee is working out of class.

Section 13.2.2 An employee may apply for out of class pay by submitting the form labeled "Wage Adjustment Request Form" attached hereto and incorporated by this reference to their Supervisor and their Department Head. The Supervisor and Department Head shall make a recommendation to the City Manager on whether to deny or authorize the request. A Supervisor and Department Head may also make a recommendation to the City Manager on behalf of an employee. The City Manager shall make the ultimate determination to deny or authorize the request. The City Manager may consult with the parties involved in making a determination. If the request is denied, the City Manager shall provide a written rationale of denial to the employee and Department Head.

Section 13.3 Shift Differential. An employee classified as a differential shift employee or an employee working a differential shift shall be paid a shift differential of \$1.00 per hour in

addition to their regular base hourly rate of pay for the differential shift.

Section 13.4 Longevity Pay. Regular employees shall be eligible for longevity pay based upon the length of service with the City of Yankton if hired on or before December 31, 2007. Employees hired after January 1, 2008, are not eligible for longevity pay, until they have completed 25 years of continuous service with the City, beginning on the 25th anniversary date. Longevity pay shall be granted to eligible employees in accordance with the following schedule and the amount will be frozen until the employee reaches 25 years of continuous service with the City:

5-9 Years from date of hire to January 1, 2012	\$250
10-14 Years from date of hire to January 1, 2012	\$350
15-19 Years from date of hire to January 1, 2012	\$450
20-24 Years from date of hire to January 1, 2012	\$550
25+ Years from date of hire	\$650

In order to be eligible for longevity pay, the following conditions must be fulfilled:

1. "Length of Service" shall be the full number of complete years of continuous employment, calculated on the basis of the employee's hire date during the calendar year. However, an employee whose career is interrupted by service in the Armed Forces of the United States and who resume city employment within the period of time specified in applicable federal law shall have all prior service and military service counted as years of service. The City Manager shall determine any question of eligibility.

Section 13.5 Incentive Pay and Market Adjustments.

The union understands that in some situations, department heads or city management may wish to recognize an employee for work performed above and beyond expectations (examples may include but are not limited to: special projects, advanced certifications, etc.) by awarding increases on the pay scale at the discretion of the City Manager. In order to maintain competitiveness or to retain quality employees in the employment marketplace, sometimes city management must increase pay for specific positions or classes of positions or grant specific employees increases as determined necessary at the discretion of the City Manager. The union also acknowledges that the contract sets a baseline and is not intended to serve as a mechanism to halt or impede employee performance that goes above and beyond, or to prevent the City's efforts to recruit or retain quality employees in a competitive employment marketplace. The city shall notify the Union president and Union representative via email about any additional compensation awarded to bargaining unit employees and the reasons the extra compensation is given. All efforts will be made to ensure that such additional compensation is being awarded and approved by the City Manager in an impartial manner for the reasons so reported.

ARTICLE 14. FAMILY MEDICAL LEAVE

The City shall adhere to the terms of the Family and Medical Leave Act of 1993, as amended (the "FMLA") as set forth in 29 USC Chap. 28 and 29 CFR Part 825. The City of Yankton shall utilize the 12-month rolling forward method to calculate an employee's available leave. The City shall adopt and maintain an FMLA policy and FMLA procedures consistent with the terms of the FMLA.

Family and medical leave in accordance with the FMLA will be paid to the extent of the accrued sick leave available to the employee. After the accrued sick leave has been exhausted, any further family and medical leave shall be paid only to the extent the employee has available compensatory time off, or vacation leave. After all such paid leave has been exhausted, all remaining family and medical leave shall be without pay. Employees may elect to leave banked and unpaid a cumulative total balance of forty (40) hours of accrued compensatory time off or vacation leave for future use consistent with the terms of this Agreement. However, nothing herein shall grant any employee the right to take more job-protected leave than that granted by the FMLA. Please refer to the policies outlined in the Personnel Manual.

ARTICLE 15. CALL-IN PAY

Section 15.0 An employee called to work outside of their regularly scheduled work shift after having left the premises shall be paid at the rate of one and one-half times ($1\frac{1}{2}$) his or her regular rate of pay for the actual amount of time spent engaged in work outside of his or her regularly scheduled shift. However, each on-call shift in which any call can be handled by the employee remotely (i.e. via telephone, mobile device, computer, etc.) and does not require the employee to travel to his or her customary workplace, the employee shall be paid for a minimum of one-half ($\frac{1}{2}$) hour of work at one and one-half ($1\frac{1}{2}$) times his or her regular work pay for each response. Subsequent calls within the same one-half ($\frac{1}{2}$) hour will not result in additional compensation for that time. For each on-call shift in which one or more calls actually requires the employee to travel to his or her customary workplace, the employee shall be paid for a minimum total of two (2) hours at one and one-half times ($1\frac{1}{2}$) his or her regular work pay even if the total cumulative work from all calls is less than two (2) hours. Subsequent calls within the same two (2) hours will not result in additional compensation for that time.

Section 15.1 If the call time assignment and the employee's regular shift overlap, the employee shall be entitled to work his regular shift.

ARTICLE 16. ON-CALL PAY

Section 16.0 An employee who is scheduled for call time during other than normal working hours shall receive on-call compensation at straight time in the amount of one hour for each twenty-four (24) hours in which the employee is on-call.

Section 16.1 To be eligible for on-call pay, an employee must be regularly scheduled to be on-call, available when called, carry employer-supplied communications equipment, and live within fifteen (15) miles from their designated on-call station.

Section 16.2 Department Heads who have on-call employees shall prepare an on-call list and

make it available for all employees concerned. Employees who are on-call may trade on-call dates subject to the approval of the affected employees and the employees' supervisor(s), Department Head, or the City Manager.

ARTICLE 17. OVERTIME

Section 17.0 Time and one-half the employee's regular rate of pay shall be paid for all work performed in excess of forty (40) hours in any workweek or all hours worked over the scheduled work day. Vacation and sick leave shall be considered as hours worked when computing overtime. Holiday leave shall be considered hours worked when computing overtime only to the extent the employee actually begins a shift on the holiday.

Section 17.1 If the employee works overtime, the employee may, with the approval of the Department Head, choose to take compensatory time instead of overtime pay. Compensatory time shall be awarded at the rate of one and one-half (1½) hours of compensatory time for each hour of overtime worked. The days to be taken off shall be at the option of the employee with the approval of the Supervisor/Department Head. An employee may accumulate no more than forty-five (45) hours of compensatory time off. However, the City Manager may authorize individual and specific exceptions to the maximum allowable accrued compensatory time on a case-by-case basis to accomplish a reasonable administrative or staffing objective.

Section 17.2 Overtime is to be distributed equally to all employees of a department. If an employee is requested to work overtime and because of other conditions and commitments cannot perform the overtime work assigned, the Supervisor shall direct a qualified employee to work the overtime. The employee scheduled to work the overtime shall immediately notify the Supervisor of any conflict so that the Supervisor shall direct a qualified employee to perform the overtime prior to the conclusion of the workday.

ARTICLE 18. SENIORITY

Section 18.0 Seniority shall mean an employee's length of continuous service with the City since their last date of hire. Seniority shall be a consideration in all conditions of employment.

Section 18.1 In the event that City determines that it is necessary to decrease the workforce, they shall notify the affected employees and the Union thirty (30) days prior to the intended action. Seasonal, part-time and probationary employees shall be laid off first. Regular employees shall be laid off in reverse order of their seniority provided the remaining employees can do the available work. Employees laid off shall be returned to work according to their seniority provided they can perform the available work. No new employees shall be hired in the department until all the employees on layoff status who have the ability to perform the work and after a trial period of thirty (30) calendar days have been returned to work.

Section 18.2 When a job opening is posted, present city employees who apply and other applicants will be considered. All City employees who apply for an open position will be guaranteed to receive an interview for the position.

Section 18.3 The employer shall keep the seniority list up to date at all times and will post an up to date seniority list on the bulletin board. A copy of the seniority list shall be furnished to the

Union when it is posted.

Section 18.4 Full seniority rights shall be maintained until one of the following events occurs at which point the person will lose employee status:

1. Voluntary quit.
2. Discharge for just cause.
3. Retirement.
4. If an employee has been out of active employment of the City, for any reason, except military leave for a period of twelve (12) months.
5. An employee on lay-off fails to reply to an offer of reinstatement within five (5) business days after receipt of a recall notice by certified mail or by person-to-person request from a management representative subsequent to a lay-off or reduction in force, or to return to work within fifteen (15) business days after receipt of such notice. The City Manager may, but is not required to, extend the period if, in his or her sole judgment, sufficient extenuating circumstances are presented.

Section 18.5.1 Probationary Status. Employees shall be on probationary status for the first six (6) months of employment. During probation, employees may be removed with or without cause. The right to grieve discipline or termination under this Agreement shall not extend to probationary status employees unless such rights are specifically granted.

Section 18.5.2. Probationary Status Employee Benefits. Probationary status employees shall not accrue seniority. Employees on probationary status are eligible to participate in a City retirement plan, accrue sick leave, purchase life insurance, and accrue paid holidays. Employees on probationary status shall receive City dental and health insurance at the end of their first full calendar month of employment.

ARTICLE 19. GRIEVANCE AND ARBITRATION

Section 19.0 Definitions:

- A. Grievance: A complaint by an employee, or a group of employees, based on an alleged violation, misinterpretation or inequitable application of any existing agreement, contract, ordinance, resolution, policy, rule, regulation or law.
- B. Employee: An employee of the City and may include an individual or group of employees who are similarly affected by a grievance.
- C. Days: All days referred to shall be calendar days.

Section 19.1 Any grievance or dispute which may arise between the parties including the application, meaning or interpretation of this agreement, contract, ordinance, resolution, policy, rules, regulations and laws, may be processed during working hours without loss of pay

upon notification and permission from their Supervisor and shall be settled as hereinafter set forth. An employee may bring a grievance claim during working hours without loss of pay pursuant to the following procedure:

- A. An employee, and/or his Union representative, who feels that he has a dispute or grievance shall discuss the matter with the Supervisor within fifteen (15) business days of the event leading to the dispute or grievance, or the employee's knowledge of its occurrence. The Supervisor shall attempt to resolve the matter and give the employee an answer within three (3) days.
- B. If the matter is not resolved at Step One, the Union representative, or his designee, with or without the employee, shall present the grievance or dispute in writing to the Department Head within fourteen (14) days of the event leading to the dispute or grievance. The Department Head shall attempt to adjust the matter and shall respond, in writing, to the Union representative and the employee within ten (10) working days.
- C. If the matter is not resolved in Step Two, it shall be presented to the City Manager within ten (10) working days from the date of the written response of the Department Head. The City Manager shall hold a hearing to investigate and resolve the matter within ten (10) working days of receipt of the grievance. The City manager shall respond in writing, to the Union and the employee within ten (10) working days of the hearing.
- D. If the matter is still unsettled, either party may, within thirty (30) days after the reply of the City Manager, submit the matter to the South Dakota Department of Labor, Division of Labor and Management for resolution.
- E. Either party may appeal the decision of the Department of Labor as prescribed by law.
- F. An employee who has been dismissed or suspended may submit a grievance starting at Step Three of the grievance procedure.

Section 19.2 A copy of all grievances shall be submitted to the Human Resources Office.

Section 19.3 In the event the employee filing the grievance, or alleging and asserting that a dispute exists, or in the event that the Union files a grievance or alleges a dispute, fails to comply with any time limitation herein such failure shall constitute a withdrawal of the grievance or claimed dispute. The failure of the City to comply with any time limitation shall constitute a settlement of the grievance in accordance with the requested remedy. Time limitations may be extended by mutual agreement of the parties in writing.

Section 19.4 In reducing the grievance to writing, the following must be stated with reasonable clarity:

- The nature of the grievance.
- The approximate date of the alleged grievance.
- The provisions of the Agreement or the rule or regulation that is alleged to have

been violated.

- The remedy which is sought.

Section 19.5 No employee or group of employees shall not be reprimanded, disciplined, or discriminated against for exercising their rights under this Article.

ARTICLE 20. DISCIPLINARY ACTIONS

Section 20.0 No employee shall be disciplined or discharged without just cause as outlined in Section 700 of Uniform Personnel Rules and Regulations Manual. Disciplinary action will normally be progressive although management of the City reserves the right to initiate or accelerate discipline according to the seriousness of the offense. The previous failure of the City to address infractions does not prevent the administration of disciplinary action should just cause exist. Management shall make reasonable efforts to address infractions or offenses as soon as reasonably possible after the discovery of such infractions or offenses. Management shall be required to provide a rational basis for any delay longer than thirty (30) days following Management's discovery of the infraction or offense.

Section 20.1 If just cause is determined, disciplinary action may include any of the following:

- 1) Reprimand: The Supervisor may reprimand an Employee for just cause by placing a signed reprimand letter in the employee's personnel folder. A copy of such letter shall be provided to the employee and the Union President or the President's designee.
- 2) Probation: Upon finding just cause the City may place an employee on probation for a period not to exceed six (6) months. The City shall provide written notice of such action to the employee and the Union President or the President's designee.
- 3) Suspension: The City may suspend with or without pay any employee for just cause for a period or periods not to exceed three hundred twenty (320) work hours in a twelve (12) month period; no single suspension will be more than eighty (80) working hours. The City Manager or his or her designee will notify the employee in writing no later than one (1) day after the suspension is made effective. A copy of the written notification, which will include reasons for and the duration of the suspension will be placed in the employee's file. A copy of the written notification shall be given to the Union President or the President's designee.
- 4) Dismissal: The City shall not dismiss an employee without just cause. A dismissed employee shall be suspended with pay for a period of three (3) working days. The employee shall have the right to receive a written statement of the reasons for dismissal which shall be provided to the employee at the time of the dismissal. A copy of the statement will be placed in the employee's personnel file and a copy to the Union President or the President's designee.

Section 20.2 Any disciplinary action may be the subject of the grievance procedure as set forth in Article 19 of this contract.

ARTICLE 21. DISCRIMINATION

Section 21.0 No person in the service of the City or seeking appointment thereto shall be appointed, promoted, demoted, removed, or advanced in any way, or otherwise affected, on any basis or for any reason other than qualification, merit, and fitness. Discrimination against any person employed by the City or seeking employment with the City on the basis of race, sex, religion, age, color, national origin, ancestry, disability, sexual orientation, gender identity, or marital status is expressly prohibited, except where specific age or physical requirements constitute demonstrated and bona fide occupational qualifications necessary for effective work performance.

Section 21.1 The City and the Union shall not engage in any discriminatory practices contrary to any existing federal law or regulation or any amendment of the same, or any state law or regulation or any amendment of the same, and the City and Union shall not discriminate against any employee on account of race, color, national origin, sex, creed, age or disability.

Section 21.2 All references to persons in this Agreement are intended to designate both sexes and wherever either the male or female gender is used, it should be construed to include male and female employees.

ARTICLE 22. SAFETY

Section 22.0 The City shall provide a safe and healthful work place for all employees and correct all hazards. Nothing shall imply that the Union has undertaken or assumed any portion of that responsibility.

Section 22.1 No employee shall be required to operate equipment or do work that any reasonable employee in the exercise of ordinary care would know might cause injury to the employee or anyone else. An employee shall not be subject to disciplinary action by reason of their failure or refusal to operate or handle any unsafe piece of equipment or work in any unsafe work situation.

Section 22.2 The City shall provide employees with all necessary safety equipment. Questions and requests for or regarding necessary equipment may be referred to the Safety Committee or to the Human Resources Department. Employees of Departments working in rights of way shall be issued two (2) safety shirts purchased by the City each year with replacements provided by the City at the discretion of the Department Head or supervisor.

Section 22.3

1. The City and Union shall establish and maintain a joint Safety Committee composed of three (3) members designated and appointed by the City Manager and (3) members designated and appointed by the Union. The Committee shall agree to a non-voting chair.
2. The Safety Committee shall: (1) review accidents and provide recommendations for future safety practices (without declaration of fault related to the incident); (2) hear and review presented health and safety concerns and make recommendations regarding such; (3) make recommendations for formal safety training programs; and, (4) develop, review,

and recommend a Risk Management Policy and a Safety Manual.

3. The Committee shall meet on a regular basis as mutually agreed no less than once every quarter.

Section 22.4 The City shall establish and maintain a program for adequate safety training in each department.

Section 22.5 The Employees and the Union may exercise all legal rights to secure a safe and healthful workplace, in a reasonable manner, without threats, loss of pay, or other reprisals of any kind. The Union shall present any and all safety concerns to the Safety Commission before taking any further action.

ARTICLE 23. ALTERATION OF AGREEMENT

Section 23.0 No agreement, alteration, understanding, variation, waiver or modification of any terms or conditions or covenants contained herein shall be made by any employee or group of employees within the City, and in no case shall be binding upon the parties of this contract unless such agreement is made and executed in writing between the parties of this contract.

ARTICLE 24. SAVINGS CLAUSE

Section 24.0 If any section, paragraph, sentence, clause, phrase or other part of this Agreement is determined or declared to be contrary to, or in violation of, any state or federal law, the remainder of this Agreement shall not thereby be affected or invalidated. Such section declared invalid shall be renegotiated for amendment to this Agreement.

Section 24.1 The terms and conditions of this Agreement shall supersede ordinances and resolutions wherein there is a conflict with the terms of this Agreement.

ARTICLE 25. UNION STEWARDS

Section 25.0 The Union shall furnish to the City a current list of the stewards' and officers' names, individual contact information, and their respective areas of assignment. On a monthly basis, the Union shall verify that the list is current and accurate in writing or electronically to the City Manager and Human Resources Director and post the current list upon the bulletin board in Human Resources Office at City Hall.

Section 25.1 The steward shall be paid at his or her regular rate for off time spent on investigation and adjustment of grievances. A Union steward shall not exceed two (2) hours a week of regular time (non cumulative) for investigation. A Union steward may request additional time for investigation from the City Manager. The City Manager shall not unreasonably delay approval.

Section 25.2 The steward shall, before leaving his/her workstation, inform the steward's department supervisor for permission to investigate and/or adjust grievances and the need to leave and shall report back promptly when his/her part in the grievance adjustment has been completed.

ARTICLE 26. DURATION

This Agreement shall be effective as of the 1st day of January, 2023 and shall remain in full force and effect until December 31, 2025. It shall be automatically renewed from year to year thereafter unless either party notifies the other in writing no later than sixty (60) days prior to its termination that it desires to modify or renegotiate this Agreement.

ARTICLE 27. CHECKOFF

Section 27.0 Upon written request to the City Finance Officer by employees, payroll deductions for monthly Union members’ dues shall be made by the City each pay period. This provision shall remain in effect during the term of this Agreement and any employee desiring to withdraw his authorization for payroll deductions may do so at any time during the month of November, by written notice to the City Finance Officer and the Union. The payroll deduction shall cease beginning in the first full pay period following the City Finance Officer’s receipt of such notice.

Section 27.1 A list of those employees signing such authorization, and the amount withheld, will be furnished to the Union at the time of the remittance of such union dues.

Section 27.2 Any changes in the amount of dues to be withheld by the City shall be furnished to the City Finance Officer, in writing, by the Union. This notice shall be submitted to the City at least twenty (20) days in advance of such change.

Section 27.3 Payment by the City of the amount withheld shall be made no later than the fifth day of the month immediately following the month for which such dues were collected.

Dated this ____ day of _____,
2022.

Dated this ____ day of _____,
2022.

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

CITY OF YANKTON

By:
Its:

By: Amy Leon
Its: City Manager

RESOLUTION #22-67

WHEREAS, the City has been negotiating the Collective Bargaining Agreement with its employee labor union, and

WHEREAS, the Labor Union has approved the proposed agreement,

NOW, THEREFORE, BE IT RESOLVED by the City Commission of Yankton, South Dakota, that the attached Collective Bargaining Agreement is hereby approved and the City Manager is authorized to implement the provisions of the agreement throughout the organization, as applicable, and amend the current personnel manual as appropriate.

Adopted:

Stephanie Moser
Mayor

Attest:

Al Viereck
Finance Officer