



2023_03_13

**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, March 13, 2023

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 following meeting at 1:00 p.m. and Monday following meeting at 7:03 p.m. on Midco Channel 3 and Bluepeak Channel 98.

I. ROUTINE BUSINESS

- 1. **Roll Call**
- 2. **Approve Minutes of Work Session Meeting of February 27, 2023 and Regular Meeting of February 27, 2023** **Attachment I-2**
- 3. **Schedule of Bills** **Attachment I-3**
- 4. **City Manager’s Report** **Attachment I-4**
- 5. **Public Appearances**

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

II. CONSENT ITEMS

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

- 1. **Work Session**
Setting date of March 27, 2023 at 6:00 PM in Room #114 of the Career Manufacturing Technical Education Academy for the next work session of the Yankton City Commission.

2. Establishing public hearing for sale of alcoholic beverages

Establish March 27, 2023 as the date for the public hearing on the request for a Special Events Retail (on-sale) Liquor License for 1 day, April 1, 2023, from Ben's Brewing Co. (Ben Hanten, Owner), 222 West 3rd Street, Sacred Heart Gala, St. Benedict Church Dining Room, 1500 Saint Benedict Drive, Yankton, SD 57078.

Attachment II-2

3. Establishing public hearing for transfer of alcoholic beverages license

Establish March 27, 2023 as the date for the public hearing on the request for the transfer of ownership and location for a Retail (on-off sale) Malt Beverage & SD Farm Wine License for July 1, 2022, to June 30, 2023, from Zaccon, Inc. (Robert A Zacher, President), d/b/a Roadrunner Convenience Mart, 300 West 23rd Street, Suite II, to Diggers, Inc. (Larry Olson, Partner) d/b/a Diggers 2.0, 511 West 4th Street, Suite B, Yankton, SD 57078.

Attachment II-3

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 #23-40 regarding the request for a Special Events retail (on-sale) Liquor License for 3 days, April 14-16, 2023 from SDJCI Senate, (Cindy Crooks, President) dba SDJCI Senate, NFAA, 800 Archery Lane, Yankton, South Dakota.

Attachment III-1

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. Amendment to Joint Powers Solid Waste Agreement

Consideration of Memorandum #23-39 regarding 9th Amendment to Joint Powers Solid Waste Agreement.

Attachment IV-1

2. Personnel Manual Updates

Consideration of Memorandum #23-41 and the adoption of Resolution #23-07 regarding the revised Personnel Manual.

Attachment IV-2

3. Election Board

Consideration of Memorandum #23-42 approving the recommendation of election workers for the City of Yankton election on April 11, 2023, and establishing the compensation for said election workers.

Attachment IV-3

4. Mayor's Appointments to Consolidated Board of Equalization

Consideration of Memorandum #23-38 regarding Mayor's Appointments to Consolidated Board of Equalization.

Attachment IV-4

5. Purchase of Cemetery Mowers

Consideration of Memorandum #23-43 and Resolution #23-08 regarding the purchase of two Hustler Fastrack 54" mowers at the cost of \$13,600.00, and trade in for \$6,000.00 two mowers purchased in 2020 to make the net purchase price \$7,600.00.

Attachment IV-5

6. Purchase of Truck for Parks and Recreation Department

Consideration of Memorandum #23-44 regarding the purchase of a Ford F350 One-ton 4x4 truck for the Department of Parks and Recreation.

Attachment IV-6

7. HDR Contract for CMAR

Consideration of Memorandum #23-45 regarding HDR Contract for Wastewater Treatment Plant Improvements, Design, CMAR Procurement, and Construction Services.

Attachment IV-7

V. OTHER BUSINESS

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

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

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

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

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

VII. RECONVENE AS BOARD OF CITY COMMISSIONERS

1. Roll Call

VIII. ADJOURN THE MEETING OF MARCH 13, 2023

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

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

**CHAMBER OF THE BOARD OF CITY COMMISSIONERS
YANKTON, SOUTH DAKOTA
CITY COMMISSION WORK SESSION, 6:00 P.M.
FEBRUARY 27, 2023**

In the absence of Mayor Moser, City Manager Leon called the Work Session of the Board of City Commissioners of the City of Yankton to order.

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

Commissioner Schramm nominated Commissioner Johnson to serve as Mayor for this meeting. Commissioner Villanueva seconded the nomination.

Roll Call: All Commissioner Present voted “Aye”.

Commissioner Johnson took over as Mayor

There were no public appearances at this time.

Amy Leon, City Manager, introduced H.R. Director Brittany Orr and the two of them led a general discussion of proposed changes to the City of Yankton Personal Policy Handbook and answered questions from the commissioners that were present. Commissioner Miner arrived to the meeting at 6:45, and Commissioner Webber arrived at 6:48. The consensus was to bring the updated proposed policy manual to the next city commission meeting for official commission action. No official action was taken at this work session.

Action 23-045

Moved by Commissioner Villanueva, seconded by Commissioner Brunick, to adjourn at 6:55 p.m.

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

Stephanie Moser
Mayor

ATTEST:

Al Viereck
Finance Officer

Published Date March 4th, 2023

**CHAMBER OF THE BOARD OF CITY COMMISSIONERS
YANKTON, SOUTH DAKOTA
FEBRUARY 27, 2023**

In the absence of Mayor Moser, City Manager Leon called the Regularly Scheduled Meeting of the Board of City Commissioners of the City of Yankton to order.

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

Commissioner Webber nominated Commissioner Johnson to serve as Mayor for this meeting. Commissioner Miner seconded the nomination.

Roll Call: All Commissioners Present voted “Aye”.

Commissioner Johnson took over as Mayor for this Commission meeting.

Action 23-046

Moved by Commissioner Schramm, seconded by Commissioner Webber, to approve Minutes of regular meeting of February 13, 2023.

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 23-047

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

1. Establishing public hearing for sale of alcoholic beverages

Establish March 13, 2023 as the date for the public hearing on the request for a Special Events retail (on-sale) Liquor License for 3 days, April 14-16, 2023 from SDJCI Senate, (Cindy Crooks, President) dba SDJCI Senate, NFAA, 800 Archery Lane, Yankton, South Dakota.

2. Transient Merchant License and Special Events Dance License

Consideration of Memorandum #23-31 recommending approval of the applications from the Yankton Ribfest for:

- A) Transient Merchant License for June 10, 2023;
- B) Special Events Dance License for June 10, 2023.

3. Transient Merchant License and Special Events Dance License

Consideration of Memorandum #23-33 recommending approval of the applications from the Riverboat Days Committee for:

- A) Transient Merchant License for August 18-20, 2023;

B) Special Events Dance License for August 18-20, 2023.

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

Action 23-048

This was the time and the place for the second reading and public hearing for Ordinance No. 1070, AN ORDINANCE ELIMINATING MINIMUM DISTANCES FROM SCHOOLS FOR THE ISSUANCE OF SPECIAL EVENTS ALCOHOL LICENSES. No one was present to speak for or against the adoption of the ordinance.

Moved by Commissioner Maibaum, seconded by Commissioner Webber, to adopt Ordinance 1070

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

Action 23-049

Moved by Commissioner Brunick, seconded by Commissioner Miner, to approve the application for a Special Events (on-sale) Liquor License for 1 day June 10, 2023 from Rock ‘N’ Rumble, Inc. d/b/a/ Yankton RibFest, (Michael Carda, President), The block of 3rd Street between Cedar Street & Walnut Street plus ½ block West on 3rd St. to alley, half of Walnut Street to alley & half block North and South on Walnut & 3rd Street, Yankton, S.D. (Memorandum 22-32).

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.

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

Action 23-050

Moved by Commissioner Webber, seconded by Commissioner Schramm, to approve the application for a Special Malt Beverage (on-sale) Retailers License and a Special (on-sale) Wine Retailers License for 3 days, August 18-20, 2023 from Yankton Area Riverboat Days, Inc. (Milissa Wuebben, Treasurer), Riverside Park, Yankton, S.D. The above applicant is in compliance with the City Code of Ordinances, as checked by the Department of Finance. The applicant is in compliance with all building and fire codes.

Roll Call: All members voting “Aye;” Commissioners Brunick, Johnson, Maibaum, Miner, Schramm and Webber, voting “Nay:” None, Abstain: Commissioner Villanueva.
Motion adopted.

Action 23-051

Moved by Commissioner Miner, seconded by Commissioner Schramm, to approve the purchase of two (2) Police special service electric bikes and accessories for the Yankton Police Department Patrol Division from Kopetsky Ace Bike and Fitness (Memorandum 23-30).

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

Motion adopted.

Action 23-052

Moved by Commissioner Schramm, seconded by Commissioner Webber, to approve Resolution 23-06 which provides for the installation of a stop sign at Glenwood Drive and 31st Street (Memorandum 23-35).

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

Motion adopted.

Action 23-053

This was the time and place for the bid opening of the 15th Street Reconstruction from Bill Baggs Road to Alumax Drive. The following bids were received and opened on February 16th 2023 at 3:00pm.

D&G Concrete Construction, Inc., Sioux Falls, SD \$959,712.13; Masonry Components, Inc., Yankton, SD \$1,024,999.60; Hulstein Excavating, Inc., Edgerton, MN \$1,125,753.75; BX Civil & Construction, Inc., Dell Rapids, SD \$1,244,870.00

Moved by Commissioner Villanueva, seconded by Commissioner Maibaum, to award the contract to D&G Concrete Construction, Inc. in the amount of \$959,712.13 (Memorandum 23-36).

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

Motion adopted.

Action 23-054

Moved by Commissioner Webber, seconded by Commissioner Miner, to approve a Sidewalk Cafe Permit to 100 West 3rd Street doing business as Walnut Tavern (Memorandum 23-37).

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

Motion adopted.

Action 23-056

Moved by Commissioner Villanueva, seconded by Commissioner Miner, to adjourn into Executive Session at 7:24p.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 Johnson.

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

Quorum present.

Action 23-057

Moved by Commissioner Schramm, seconded by Commissioner Villanueva, to adjourn at 8:03 p.m.

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

Motion adopted.

Stephanie Moser
Mayor

ATTEST:

Al Viereck
Finance Officer

Published Date March 4th, 2023

VENDOR NAME	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
A & B BUSINESS EQUIPMENT COPIER LEASE	355.30	RENTALS & XEROX SUPPLIES	101.142.212		1022235	023666	P	072	00001
A-OX WELDING SUPPLY CO I PROPANE	79.42	CHEMICALS & GASES	801.801.240		27889	023757	P	067	00001
BANNER ASSOCIATES INC PROFESSIONAL SERVICES	6,105.54	FEMA 2019	204.204.323		39133	020857	P	067	00005
BBG CONSTRUCTION LAW ATTORNEY FEES	1,742.40	PROFESSIONAL SERVICES	601.601.202		17834	023162	P	067	00004
BLACKBURN HOUSING FACADE GRANT REIMB	9,000.00	HISTORIC DOWNTOWN YANKTO	211.231.549		1.27.23	021136	P	067	00002
BOW CREEK METAL INC SURVEY	650.00	TRAIL & DRAINAGE IMPROVE	506.573.391		33781-33894	021133	P	067	00003
CEDAR KNOX PUBLIC POWER ELECTRICITY	809.24	ELECTRICITY	601.601.272		350022554	005176	P	067	00015
ELECTRICITY	507.02	ELECTRICITY	201.201.272		350035355	005243	P	067	00014
	1,316.26	*VENDOR TOTAL							
CENTRAL SALT DEICING SALT	1,735.36	CHEMICALS	101.124.240		67525	023552	P	067	00028
DEICING SALT	1,754.57	CHEMICALS	101.124.240		6799	023552	P	067	00010
DEICING SALT	1,753.90	CHEMICALS	101.124.240		6825	023552	P	067	00009
DEICING SALT	1,747.94	CHEMICALS	101.124.240		68571	023552	P	067	00008
DEICING SALT	1,741.99	CHEMICALS	101.124.240		7780	023552	P	067	00011
	8,733.76	*VENDOR TOTAL							
CENTURYLINK PHONE	837.00	TELEPHONE	101.111.271		2.15.23	002829	P	067	00019
PHONE	253.76	TELEPHONE	101.123.271		2.15.23	002829	P	067	00020
PHONE	137.23	TELEPHONE	601.601.271		2.15.23	003059	P	067	00021
PHONE	137.23	TELEPHONE	611.611.271		2.15.23	003059	P	067	00022
PHONE	83.20	TELEPHONE	601.601.271		2.15.23	002828	P	067	00023
PHONE	83.20	TELEPHONE	611.611.271		2.15.23	002828	P	067	00024
PHONE	76.30	TELEPHONE	611.611.271		2.28.23	003065	P	067	00030
PHONE	4.12	TELEPHONE	101.102.271		3.2.23	002262	P	069	00001
PHONE	7.42	TELEPHONE	101.104.271		3.2.23	002262	P	069	00002
PHONE	3.38	TELEPHONE	101.122.271		3.2.23	002262	P	069	00003
PHONE	18.05	TELEPHONE	101.111.271		3.2.23	002262	P	069	00004
PHONE	9.53	TELEPHONE	101.114.271		3.2.23	002262	P	069	00005
PHONE	0.24	TELEPHONE	101.115.271		3.2.23	002262	P	069	00006
PHONE	1.03	TELEPHONE	101.123.271		3.2.23	002262	P	069	00007
PHONE	1.57	TELEPHONE	101.127.271		3.2.23	002262	P	069	00008
PHONE	3.98	TELEPHONE	201.201.271		3.2.23	002262	P	069	00009
PHONE	4.28	TELEPHONE	601.601.271		3.2.23	002262	P	069	00010
PHONE	2.17	TELEPHONE	611.611.271		3.2.23	002262	P	069	00011
PHONE	1.45	TELEPHONE	637.637.271		3.2.23	002262	P	069	00012

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
CENTURYLINK	PHONE	3.08	TELEPHONE	801.801.271		3.2.23	002262	P	069	00013
		1,668.22	*VENDOR TOTAL							
CHS	FUEL	258.75	GARAGE GASOLINE & LUBRIC	801.801.238		79970	080024	P	067	00007
CITY OF VERMILLION	JT POWER CASH TRANS	54,018.18	COST OF SERVICE PROVIDED	637.637.206		3.1.23	003067	P	067	00027
CITY OF YANKTON-PARKS	LANDFILL CHARGES	89.08	LANDFILL	201.201.276		2.7.23	003889	P	067	00026
CITY OF YANKTON-SOLID WA	COMPACTED GARBAGE	14,132.49	LANDFILL TIPPING FEE	631.631.219		3.1.23	005524	P	067	00006
CITY OF YANKTON-WATER	LANDFILL CHARGES	86.87	LANDFILL	601.601.276		383442	230116	P	067	00025
	LANDFILL CHARGES	19.71	LANDFILL	601.601.276		383575	230117	P	067	00029
		106.58	*VENDOR TOTAL							
CLEAN SWEEP INDUSTRIES	BROOMS	140.00	SMALL TOOLS & HARDWARE	801.801.247		6069	023729	P	067	00012
	BROOMS	195.00	SMALL TOOLS & HARDWARE	637.637.247		6069	023729	P	067	00013
		335.00	*VENDOR TOTAL							
CREDIT COLLECTION SERVIC	UTILITY COLLECTION	86.76	PROFESSIONAL SERVICES	601.601.202		2.16.23	001858	P	067	00016
	UTILITY COLLECTION	28.51	PROFESSIONAL SERVICES	611.611.202		2.16.23	001858	P	067	00017
	UTILITY COLLECTION	29.23	PROFESSIONAL SERVICES	631.631.202		2.16.23	001858	P	067	00018
		144.50	*VENDOR TOTAL							
DEPT OF CORRECTIONS	@FY@ DOC WORK PROGRAM	71.40	REP. & MAINT. - TRAIL	204.204.223		C18D3269	080876	P	067	00031
DEPT OF HEALTH	WATER SAMPLES	237.00	PROFESSIONAL SERVICES	601.601.202		10608849	230118	P	067	00032
	WATER SAMPLES	45.00	PROFESSIONAL SERVICES	203.203.202		10608849	230118	P	067	00091
		282.00	*VENDOR TOTAL							
EHRESMANN ENGINEERING	4 X 4 ANGLE	124.96	GARAGE PARTS	801.801.249		2206	080021	P	067	00035
EQUIPMENT BLADES	BLADES	1,064.32	GARAGE PARTS	801.801.249		1313	023758	P	067	00034
	DOUBLE BEVEL	4,050.00	GARAGE PARTS	801.801.249		1314	023759	P	067	00033
		5,114.32	*VENDOR TOTAL							
FEJFAR PLUMBING INC	INSTALLED LAUNDRY BOX	455.00	REP. & MAINT. - BUILDING	203.203.223		57517	080877	P	067	00040

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
FENTON CONSTRUCTION	MARNE CREEK RESTORATION	91,435.50	FEMA 2019	204.204.323		C-18-22	233003	P	067	00036
FLEXIBLE PIPE TOOL COMPA	FLUSHER TRUCK	155.95	REP. & MAINT. - COLLECTI	611.611.226		28496	230114	P	067	00039
FLOOR TEC	CLUBHOUSE REPAIRS	13,642.43	REP. & MAINT. - BUILDING	641.641.223		23521	023190	P	067	00092
FOOTE/JASON	TRAVEL EXPENSE	92.00	TRAVEL EXPENSE	101.111.263		2.1.23	202301	P	067	00037
FREY/BRANDON	PER DIEM	175.00	LEARNING	101.111.264		12.30.22	202168	P	067	00038
GARYS REPAIR	TOWING	150.00	PROFESSIONAL SERVICES	101.111.202		6088	231508	P	067	00042
GEOTEK ENG & TESTING SER	TESTING SERVICES	190.00	WESTSIDE PARK IMPROVEMEN	503.545.320		22C61C2-IN	023277	P	067	00047
GERSTNER OIL CO	FUEL	26,683.77	GARAGE GASOLINE & LUBRIC	801.801.238		190594	023760	P	067	00046
	FUEL	2,817.06	GARAGE GASOLINE & LUBRIC	801.801.238		46360	023748	P	067	00043
		29,500.83	*VENDOR TOTAL							
GRAYMONT WI LLC	LIME	6,564.92	CHEMICALS & GASES	601.601.240		14-179705RI	230115	P	067	00044
GREATLIFE GOLF & FITNESS	LEASE OVERPAYMENT	3,332.34	MISC REIMBURSEMENTS	641.3615		90878	023184	P	067	00041
GROVES/JORDAN	TRAVEL ADVANCE	214.00	CONFERENCE & MEETINGS	201.201.265		2.23.23	202027	P	067	00045
HANSEN LOCKSMITHING	KEYS	15.00	SMALL TOOLS & HARDWARE	101.114.247		65222	235521	P	067	00056
HANSEN/BROOKE	BOOT REIMBURSEMENT	150.00	PROFESSIONAL SERVICES	101.111.202		2.22.23	203022	P	067	00057
HANSON BRIGGS ADVERTISIN	TOW STICKERS	199.00	PRINTING & BINDING	101.111.233		31255	231510	P	067	00049
	SUPPLIES	99.50	PRINTING & BINDING	101.111.233		31357	231513	P	067	00048
		298.50	*VENDOR TOTAL							
HAWKINS INC	CHEMICALS	647.80	CHEMICALS & GASES	203.203.240		4131735	080794	P	067	00052
	CHEMICALS	1,205.27	CHEMICALS & GASES	203.203.240		6398595	080795	P	067	00051
		1,853.07	*VENDOR TOTAL							

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
HDR ENGINEERING INC	WATER PLANT EXPANSION	3,498.75	WATER TREATMENT FACILITY	602.602.326		1200497624	016185	P	067	00050
	WW MASTER PLAN	20,197.50	2019 WW IMPROVEMENTS PHA	611.611.332		1200498518	021019	P	067	00058
	WTR-WW MASTER PLAN	2,915.00	GIS MODELING	602.602.318		2.27.23	022801	P	067	00059
	WTR-WW MASTER PLAN	2,915.00	COLLECTION MODEL/MASTER	611.611.318		2.27.23	022801	P	067	00060
		29,526.25	*VENDOR TOTAL							
HEARTLAND HUMANE SOCIETY	RENTAL/HOLDING FEES	20,000.00	CONTRACT SERVICES(HEARTL	101.111.204		2023	023182	P	067	00055
	POUND EXPANSION	5,000.00	HEARTLAND HUMANE SOCIETY	101.131.553		21023	023181	P	067	00054
		25,000.00	*VENDOR TOTAL							
HOFER/MICHAEL	BOOT REIMBURSEMENT	150.00	OFFICE SUPPLIES	101.106.232		931919	202018	P	067	00053
J & H CARE & CLEANING CO	JANITORIAL SERVICES	2,900.00	CONTRACTED SERVICES	203.203.204		101242	080881	P	067	00065
	JANITORIAL SERVICES	1,200.00	CONTRACTED SERVICES	101.142.204		101243	023672	P	072	00002
		4,100.00	*VENDOR TOTAL							
JJ BENJI'S	ADULT LEAGUE SHIRTS	2,335.00	AWARDS	203.203.784		21148	080863	P	067	00063
JOHNSON/CYNTHIA	CAPITAL BLDG REFUND	100.00	RENTALS - PARK	201.3620		2.22.23	080879	P	067	00062
JOHNSON/REBECCA	CAPITAL BLDG REFUND	100.00	RENTALS - PARK	201.3620		2.22.23	080878	P	067	00061
JONES CONSTRUCTION/JOHN	WWTP EDA CONSTRUCTION	124,346.70	COLLECTION MODEL/MASTER	611.611.322		C-10-22	022804	P	067	00064
K CONSTRUCTION LLC	CLUBHOUSE REPAIRS	35,204.15	REP. & MAINT. - BUILDING	641.641.223		2018-1130	023173	P	069	00014
KAISER HEATING & COOLING	HEATING REPAIR	799.61	REP. & MAINT. - BUILDING	101.114.223		9098	235520	P	067	00072
	HEATER REPAIR	741.85	REP. & MAINT. - BUILDING	101.114.223		9530	235510	P	067	00069
		1,541.46	*VENDOR TOTAL							
KEITEL/JENNIFER	BOOT REIMBURSEMENT	150.00	PROFESSIONAL SERVICES	101.111.202		2.22.23	202021	P	067	00070
KIRCHNER/LES	TRAVEL ADVANCE	214.00	CONFERENCE & MEETINGS	201.201.265		2.23.23	202026	P	067	00071
KLJ ENGINEERING LLC	DESIGN SERVICES	11,000.00	DESIGN/CONST NORTH TAXIW	502.511.390		10184445	023276	P	067	00066
	DESIGN SERVICES	9,000.00	DESIGN/CONST NORTH TAXIW	502.511.390		10184448	023279	P	067	00073
		20,000.00	*VENDOR TOTAL							

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
KNIFE RIVER - SOUTH DAKO	CONCRETE	221.00	REP. & MAINT. - DISTRIBU	601.601.226		385207	230105	P	067	00068
LEWIS & CLARK BHS	EVALUATION	504.00	PROFESSIONAL SERVICES	101.111.202		2.8.23	231507	P	067	00074
LEWIS & CLARK FORD	MIRROR ASSEMBLY	933.32	GARAGE PARTS	801.801.249		110521	080023	P	067	00075
MAYER SIGNS	VEHICLE LETTERING	188.78	REP. & MAINT. - VEHICLES	101.114.222		2138	235511	P	069	00017
MCGRATH NORTH	PROFESSIONAL SERVICES	155.00	PROFESSIONAL SERVICES	101.103.202		587449	202119	P	069	00020
MERIDIAN VENUE	PROFESSIONAL SERVICES	500.00	EMPLOYEE COMMITTEE	101.107.141		2.22.23	202323	P	069	00023
MERKEL ELECTRIC	LABOR	219.39	REP. & MAINT. - EQUIPMEN	101.126.221		10245	023756	P	069	00080
	REPAIRS	562.13	REP. & MAINT. - EQUIPMEN	101.126.221		10246	023755	P	069	00019
	REPAIRS	464.29	REP. & MAINT. - BUILDING	101.123.223		10264	023272	P	069	00024
		1,245.81	*VENDOR TOTAL							
MIDWEST ALARM COMPANY IN	FIRE ALARM TESTING	550.00	REP. & MAINT. - BUILDING	101.114.223		334051	235514	P	069	00021
	PROFESSIONAL SERVICES	70.50	PROFESSIONAL SERVICES	101.101.202		334273	022135	P	069	00015
	FIRE ALARM MONITORING	70.50	REP. & MAINT. - BUILDING	101.114.223		334274	235513	P	069	00016
		691.00	*VENDOR TOTAL							
MIDWEST TAPE	AV	631.84	AV - CAPITAL	101.142.342		879-016-338	023670	P	072	00003
MILLENIUUM RECYCLING	SINGLE STREAM RECYCLING	1,866.90	CONTRACTED SERVICE-MILLE	631.631.204		479947	023274	P	069	00025
MONSON/JOSHUA	BOOT REIMBURSEMENT	139.99	UNIFORMS & DRY GOODS	611.611.244		2.7.23	202317	P	069	00022
MOTOROLA	SOFTWARE RENEWAL	4,850.00	PROFESSIONAL SERVICES	101.111.202		8230397918	230002	P	069	00018
	BODY CAM REPAIR	480.00	REP. & MAINT. - EQUIPMEN	101.111.221		8281572082	231512	P	069	00026
		5,330.00	*VENDOR TOTAL							
NDRPA	CPSI COURSE	1,635.00	LEARNING	201.201.264		2320	080880	P	069	00028
NORTHERN TRUCK EQUIPMENT	PARTS	748.44	GARAGE PARTS	801.801.249		SF1037184	023265	P	069	00027

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
OBSERVER	ADS	48.00	ADVERTISING	203.203.211		2.7.23	080862	P	069	00033
OFARRELL/SARAH	TRAVEL ADVANCE	64.00	TRAVEL EXPENSE	101.111.263		1.11.23	202300	P	069	00032
OLSON/JEREMY	BOOT REIMBURSEMENT	150.00	UNIFORMS	101.111.244		2.10.23	202302	P	069	00031
OLSON'S PEST TECHNICIANS	PEST CONTROL	94.00	REP. & MAINT. - BUILDING	101.114.223		286892	235515	P	069	00081
	PEST CONTROL	104.00	REP. & MAINT. - BUILDING	101.114.223		286893	235516	P	069	00030
		198.00	*VENDOR TOTAL							
PAVEL/BRANDON	TRAVEL ADVANCE	214.00	CONFERENCE & MEETINGS	201.201.265		2.23.23	202302	P	069	00035
PEACE OFFICER ASSN/SD	SD POA MEMBERSHIP	100.00	MEMBERSHIP DUES	101.111.261		2.13.23	231509	P	069	00037
PFEIFERS	MARNE CREEK MOWER	24,982.16	EQUIPMENT	204.204.350		104268	022370	P	069	00034
PG PLUMBING HEATING-CARP	LABOR	6,579.92	REP. & MAINT. - BUILDING	641.641.223		839656	023189	P	067	00093
POWER SOURCE ELECTRIC	FR CLUBHOUSE REPAIRS	2,201.24	REP. & MAINT. - BUILDING	641.641.223		S67726	023185	P	069	00046
PRESS DAKOTA MSTAR SOLUT	NOTICE	19.68	PUBLISHING	101.127.211		12310365	023593	P	069	00036
	NOTICE TO BIDDERS	33.99	PROFESSIONAL SERVICES -	101.127.202		138348	023710	P	069	00045
	NOTICE OF VACANCY	19.59	ELECTION	101.104.204		139644	023157	P	069	00042
	AD	61.34	REP. & MAINT. - EQUIPMEN	101.122.221		139796	023746	P	069	00041
	COMMISSION MINUTES	170.88	PUBLISHING	101.101.211		2504	023171	P	069	00038
	ORDINANCE 1068	26.88	PUBLISHING	101.101.211		2504	023170	P	069	00039
	NOTICE	14.72	PUBLISHING	101.101.211		2504	023646	P	069	00040
	COMMISSION MINUTES	298.40	PUBLISHING	101.101.211		2504	023161	P	069	00043
	NOTICE	76.48	PUBLISHING	101.101.211		2504	023632	P	069	00044
		721.96	*VENDOR TOTAL							
RACOM CORPORATION	RADIO ACCESS	35.80	PROFESSIONAL SERVICES	101.111.202		RI-230095	210004	P	069	00047
SABER SHRED SOLUTIONS IN	TIRES	9,664.60	PROFESSIONAL SERVICES &	637.637.202		3965	023275	P	069	00052
SANITATION PRODUCTS INC	PARTS	4,825.98	GARAGE PARTS	801.801.249		84789	023263	P	069	00048

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
SANITATION PRODUCTS INC	BEARINGS	24.06	GARAGE PARTS	801.801.249		84821	023754	P	069	00055
		4,850.04	*VENDOR TOTAL							
SCBAS	GAUGE	86.43	REP. & MAINT. - EQUIPMEN	101.114.221		119300	235519	P	069	00054
SIGN SOLUTIONS	SIGNS	18,325.00	ROAD MATERIALS	101.123.239		405034	023724	P	069	00051
	SIGNS	152.74	ROAD MATERIALS	101.123.239		405064	023273	P	069	00049
		18,477.74	*VENDOR TOTAL							
SLOWEY CONSTRUCTION INC	MEAD PROPERTY DEVELOP	114,667.87	PROFESSIONAL SERVICES	516.588.202		C-19-22	233002	P	069	00056
	CRUSHED ASPHALT/CONCRETE	34,230.50	CRUSHED SALVAGED CONCRET	506.574.390		2.27.23	023551	P	069	00050
		148,898.37	*VENDOR TOTAL							
STOCKWELL ENGINEERS INC	MEAD PROPERTY DEVELOP	16,320.00	PROFESSIONAL SERVICES	516.588.202			223005	P	069	00053
TAG FIREARMS	BALLISTIC SHIELD	16,406.00	EQUIPMENT	101.111.350		8301	221548	P	069	00060
THIRD MILLENNIUM ASSO IN	UTILTIY BILLING	318.59	PROFESSIONAL SERVICES	601.601.202		28633	003880	P	069	00061
	UTILTIY BILLING	304.43	PROFESSIONAL SERVICES	611.611.202		28633	003880	P	069	00062
	UTILTIY BILLING	84.95	PROFESSIONAL SERVICES	631.631.202		28633	003880	P	069	00063
		707.97	*VENDOR TOTAL							
TITAN MACHINERY	GARAGE PARTS	660.07	GARAGE PARTS	801.801.249		18020948	023750	P	069	00057
TOMS ELECTRIC	REPAIRS	1,698.46	REP. & MAINT. - BUILDING	201.201.223		5088	080861	P	069	00064
TRANSOURCE	WIPER BLADES	194.64	GARAGE PARTS	801.801.249		41P30157	023267	P	069	00059
	PARTS	1,464.62	GARAGE PARTS	801.801.249		41W7333	023753	P	069	00058
		1,659.26	*VENDOR TOTAL							
UNITED STATES POSTAL SER	POSTAGE METER	106.10	POSTAGE	101.122.231		3.1.23	002989	P	067	00076
	POSTAGE METER	133.24	POSTAGE	101.104.231		3.1.23	002989	P	067	00077
	POSTAGE METER	6.76	POSTAGE	101.111.231		3.1.23	002989	P	067	00078
	POSTAGE METER	52.44	POSTAGE	201.201.231		3.1.23	002989	P	067	00079
	POSTAGE METER	0.53	POSTAGE	101.122.231		3.1.23	002989	P	067	00080
	POSTAGE METER	28.29	POSTAGE	637.637.231		3.1.23	002989	P	067	00081
	POSTAGE METER	8.48	POSTAGE	101.102.231		3.1.23	002989	P	067	00082
	POSTAGE METER	166.95	POSTAGE	101.106.231		3.1.23	002989	P	067	00083
	POSTAGE METER	112.61	POSTAGE	101.107.231		3.1.23	002989	P	067	00084
	POSTAGE METER	11.13	POSTAGE	203.203.231		3.1.23	002989	P	067	00085

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
UNITED STATES POSTAL SER										
	POSTAGE METER	80.56	POSTAGE	601.601.231		3.1.23	002989	P	067	00086
	POSTAGE METER	90.63	POSTAGE	611.611.231		3.1.23	002989	P	067	00087
	POSTAGE METER	30.21	POSTAGE	631.631.231		3.1.23	002989	P	067	00088
	POSTAGE METER	0.53	OFFICE SUPPLIES	101.123.232		3.1.23	002989	P	067	00089
	POSTAGE METER	10.07	POSTAGE	101.122.231		3.1.23	002989	P	067	00090
		838.53	*VENDOR TOTAL							
US BANK SPA LOCKBOX CM96										
	DRINKING WTR C462038-03	2,747.26	SRF LOAN BOND INTEREST	604.604.411		1.9.23	022046	P	069	00065
	DRINKING WTR C462038-03	103,747.33	SRF LOAN PRINCIPAL	604.604.441		1.9.23	022046	P	069	00066
	DRINKING WTR C462038-04	20,958.05	SRF LOAN BOND INTEREST	604.604.411		1.9.23	022047	P	069	00067
	DRINKING WTR C462038-04	40,336.65	SRF LOAN PRINCIPAL	604.604.441		1.9.23	022047	P	069	00068
	DRINKING WTR C462038-5	76,567.11	SRF LOAN BOND INTEREST	607.607.411		1.9.23	022044	P	069	00069
	DRINKING WTR C462038-5	74,073.15	SRF LOAN PRINCIPAL	607.607.441		1.9.23	022044	P	069	00070
	DRINKING WTR C462038-06	187,500.61	SRF LOAN BOND INTEREST	607.607.411		1.9.23	022045	P	069	00071
	DRINKING WTR C462038-06	246,016.23	SRF LOAN PRINCIPAL	607.607.441		1.9.23	022045	P	069	00072
		751,946.39	*VENDOR TOTAL							
WATER TECHNOLOGIES INC										
	HFAC MAINTENANCE PLAN	2,650.00	BUILDINGS & STRUCTURES	505.505.320		R22390.01-2	223019	P	069	00073
YANKTON AREA ARTS ASSN										
	SUMMER BAND	3,600.00	SUMMER BAND	101.131.559		2.7.23	080860	P	069	00079
YANKTON COUNTY AUDITOR										
	COST COMPONENT	15,740.81	RENT FOR SAFETY CENTER	101.111.212		1.9.23	022039	P	069	00076
YANKTON FIRE & SAFETY CO										
	ANNUAL INSPECTION	245.50	REP. & MAINT. - BUILDING	101.127.223		28072	072865	P	069	00077
	FIRE SAFETY	387.25	MEDICAL & SAFETY SUPPLIE	201.201.243		28076	022551	P	069	00074
		632.75	*VENDOR TOTAL							
YANKTON MEDICAL CLINIC										
	FIREFIGHTER PHYSICALS	1,988.00	EXAMINATIONS	101.114.205		25426	235512	P	069	00078
YANKTON VOL FIRE DEPARTM										
	FIRE DRILL/CALLS JAN/FEB	630.00	PROFESSIONAL SERV.-VOLUN	101.114.202		2.23.23	235518	P	069	00075

Schedule of Bills

VENDOR NAME								
DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID LINE
REPORT TOTALS:	1,542,861.84							

RECORDS PRINTED - 000175

Schedule of Bills

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
101	GENERAL FUND	107,383.06
201	PARKS AND RECREATION	5,215.23
203	SUMMIT ACTIVITY CENTER	7,647.20
204	MARNE CREEK	122,594.60
211	LODGING SALES TAX	9,000.00
502	AIRPORT CAPITAL	20,000.00
503	PARK CAPITAL	190.00
505	HUETHER AQUATIC CENTER	2,650.00
506	SPECIAL CAPITAL IMPROV	34,880.50
516	MEAD PROPERTY DEVELOPMENT	130,987.87
601	WATER OPERATION	10,391.76
602	WATER RENEWAL/REPLACEMENT	6,413.75
604	2001 STATE REVOLVING LOAN	167,789.29
607	WATER PLANT RENOVATION	584,157.10
611	WASTE WATER OPERATION	148,477.61
631	SOLID WASTE	16,143.78
637	JOINT POWER	63,907.52
641	GOLF COURSE	60,960.08
801	CENTRAL GARAGE	44,072.49
TOTAL ALL FUNDS		1,542,861.84

BANK RECAP:

BANK	NAME	DISBURSEMENTS
1DAK	FIRST DAKOTA NAT'L BANK CORP	1,542,861.84
TOTAL ALL BANKS		1,542,861.84

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

DATE APPROVED BY

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CLAIM NUMBER	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	INVOICE	PO#	F/P	ID	LINE
AFSCME COUNCIL 65		06454							
	AFSCME DEDUCTIONS	441.94	MISC. EMP. DED.	711.2079				044	00053
	AFSCME DEDUCTIONS	441.94	MISC. EMP. DED.	711.2079				044	00065
		883.88	*TOTAL						
AMERICAN FAMILY LIFE COR		00025							
	CANCER & ICU PREMIUMS	5,929.40	CANCER & ICU SUPPLEMENTA	711.2075		001234	P	044	00067
AVERA HEALTH PLANS		05140							
	HEALTH INSURANCE	86,701.15	HEALTH INSURANCE	711.2068				044	00001
	RETIREE PREMIUMS	549.62	HEALTH INSURANCE	711.2068				044	00002
		87,250.77	*TOTAL						
CITY UTILITIES		00109							
	@FY@ WTR-WW CHARGES	172.07	SEWER SERVICE	101.114.275		002642	P	036	00009
	@FY@ WTR-WW CHARGES	48.66	SEWER SERVICE	101.114.275		002642	P	036	00010
	@FY@ WTR-WW CHARGES	148.21	WATER SERVICE	101.125.274		002642	P	036	00004
	@FY@ WTR-WW CHARGES	58.33	SEWER SERVICE	101.125.275		002642	P	036	00005
	@FY@ WTR-WW CHARGES	178.00	WATER SERVICE	101.127.274		002642	P	036	00001
	@FY@ WTR-WW CHARGES	108.05	WASTEWATER SERVICE	101.127.275		002642	P	036	00002
	@FY@ WTR-WW CHARGES	47.22	LANDFILL	101.127.276		002642	P	036	00003
	@FY@ WTR-WW CHARGES	204.91	WATER SERVICE	101.141.274		002642	P	036	00022
	@FY@ WTR-WW CHARGES	119.53	SEWER SERVICE	101.141.275		002642	P	036	00023
	@FY@ WTR-WW CHARGES	25.20	WATER SERVICE	101.142.274		002793	P	023	00001
	@FY@ WTR-WW CHARGES	49.06	WATER SERVICE	101.142.274		002793	P	023	00002
	@FY@ WTR-WW CHARGES	27.20	SEWER SERVICE	101.142.275		002793	P	023	00003
	@FY@ WTR-WW CHARGES	17.53	SEWER SERVICE	101.142.275		002793	P	023	00004
	@FY@ WTR-WW CHARGES	757.47	WATER SERVICE	201.201.274		002642	P	036	00016
	@FY@ WTR-WW CHARGES	586.92	SEWER SERVICE	201.201.275		002642	P	036	00017
	@FY@ WTR-WW CHARGES	573.51	WATER SERVICE	203.203.274		002642	P	036	00018
	@FY@ WTR-WW CHARGES	160.33	SEWER SERVICE	203.203.275		002642	P	036	00019
	@FY@ WTR-WW CHARGES	2,542.26	WATER SERVICE	601.601.274		002642	P	036	00020
	@FY@ WTR-WW CHARGES	1,034.51	WATER SERVICE	611.611.274		002642	P	036	00021
	@FY@ WTR-WW CHARGES	55.36	WATER SERVICE	631.631.274		002642	P	036	00014
	@FY@ WTR-WW CHARGES	24.33	SEWER SERVICE	631.631.275		002642	P	036	00015
	@FY@ WTR-WW CHARGES	289.12	WATER	637.637.274		002642	P	036	00006
	@FY@ WTR-WW CHARGES	198.26	WW SERVICE	637.637.275		002642	P	036	00007
	@FY@ WTR-WW CHARGES	23.61	LANDFILL	637.637.276		002642	P	036	00008
	@FY@ WTR-WW CHARGES	99.12	WATER PURCHASED	801.801.274		002642	P	036	00011
	@FY@ WTR-WW CHARGES	82.66	SEWER SERVICE	801.801.275		002642	P	036	00012
	@FY@ WTR-WW CHARGES	23.61	LANDFILL	801.801.276		002642	P	036	00013
		7,655.04	*TOTAL						
DEPT OF SOCIAL SERVICES		01681							
	SD CHILD SUPPORT	658.42	MISC. EMP. DED.	711.2079				044	00048
	SD CHILD SUPPORT	658.42	MISC. EMP. DED.	711.2079				044	00060
		1,316.84	*TOTAL						
FIRST DAKOTA NAT'L BANK		07493							
	HSA CONTRIBUTIONS	3,527.46	HSA EMPLOYER CONTRIBUTIO	711.2052				044	00046
	HSA CONTRIBUTIONS	3,527.46	HSA EMPLOYER CONTRIBUTIO	711.2052				044	00058
	HSA CONTRIBUTIONS	2,010.86	HSA EMPLOYEE CONTRIBUTIO	711.2053				044	00047
	HSA CONTRIBUTIONS	2,010.86	HSA EMPLOYEE CONTRIBUTIO	711.2053				044	00059
		11,076.64	*TOTAL						

CLAIM NUMBER	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	INVOICE	PO#	F/P	ID	LINE
FIRST NATIONAL BANK FSA		07494							
	CAFETERIA PLAN	598.33	FLEX DAYCARE	711.2054				044	00051
	CAFETERIA PLAN	598.33	FLEX DAYCARE	711.2054				044	00063
	CAFETERIA PLAN	281.25	FLEX MEDICAL	711.2055				044	00052
	CAFETERIA PLAN	281.25	FLEX MEDICAL	711.2055				044	00064
		1,759.16	*TOTAL						
ICMA RETIREMENT TRUST -		00287							
	ICMA CONTRIBUTIONS	1,657.26	ICMA DEFERRED COMPENSATI	711.2067				044	00045
	ICMA CONTRIBUTIONS	1,657.26	ICMA DEFERRED COMPENSATI	711.2067				044	00057
		3,314.52	*TOTAL						
LUMEN		07496							
	FIBER INTERNET	347.36	INTERNET ACCESS	101.105.270	624556000	023065	P	044	00003
MIDAMERICAN ENERGY		00303							
	FUEL	1,507.81	FUEL-HEATING	101.114.273				044	00007
	FUEL	22.55	FUEL-GENERATOR	101.115.273				044	00006
	FUEL	448.31	ROAD MATERIALS	101.123.239				044	00011
	FUEL	2,197.57	FUEL-HEATING	101.125.273				044	00008
	FUEL	2,885.30	FUEL-HEATING	101.127.273				044	00004
	FUEL	900.51	FUEL-HEATING	101.141.273				044	00010
	FUEL	2,051.35	FUEL-HEATING	201.201.273				044	00009
	FUEL	9,835.16	FUEL-HEATING	601.601.273				044	00013
	FUEL	4,539.13	HEATING FUEL - GAS	637.637.273				044	00012
	FUEL	1,948.29	FUEL-HEATING	801.801.273				044	00005
	FUEL	1,285.62	FUEL-HEATING	101.142.273	1.31.23	002794	P	023	00005
		27,621.60	*TOTAL						
MINNESOTA LIFE INSURANCE		06544							
	LIFE GROUP INSURANCE	666.52	LIFE INSURANCE	711.2069		005179	P	044	00068
MONEY MOVERS INC		07676							
	SAC MAINT FEE	11.25	PROFESSIONAL SERVICES	203.203.202	155840	023072	P	044	00014
MORROW/JOSEPH C.		03823							
	DESIGN WORK	2,250.00	PROFESSIONAL SERVICES	101.125.202	147	203537	P	044	00015
	DESIGN WORK	1,290.00	BUILDINGS & STRUCTURES	101.123.320	148	203537	P	044	00017
	DESIGN WORK	780.00	PROFESSIONAL SERVICES	101.125.202	148	203537	P	044	00016
		4,320.00	*TOTAL						
NEBRASKA DOR - WH INCOME		07502							
	NE STATE INCOME TAX	1,010.19	NEBRASKA INCOME TAX	711.2057		005222	P	044	00069
NORTHWESTERN ENERGY		00455							
	ELECTRICITY	805.40	ELECTRICITY	101.114.272				044	00025
	ELECTRICITY	86.75	ELECTRICITY	101.115.272				044	00024
	ELECTRICITY	176.80	ELECTRICITY	101.123.272				044	00030
	ELECTRICITY	1,854.29	ELECTRICITY	101.125.272				044	00023
	ELECTRICITY	29,497.06	ELECTRICITY-STREET LIGHT	101.126.272				044	00018
	ELECTRICITY	1,713.17	ELECTRICITY	101.127.272				044	00020
	ELECTRICITY	1,391.98	ELECTRICITY	101.141.272				044	00029
	ELECTRICITY	2,749.33	ELECTRICITY	201.201.272				044	00019
	ELECTRICITY	974.35	ELECTRICITY	202.202.272				044	00028
	ELECTRICITY	24,730.66	ELECTRICITY	601.601.272				044	00032

CLAIM NUMBER	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	INVOICE	PO#	F/P	ID	LINE
	NORTHWESTERN ENERGY	00455							
	ELECTRICITY	14,023.86	ELECTRICITY	611.611.272				044	00033
	ELECTRICITY	248.23	ELECTRICITY	621.621.272				044	00021
	ELECTRICITY	357.51	ELECTRICITY	637.637.272				044	00027
	ELECTRICITY	575.23	ELECTRICITY	637.637.272				044	00031
	ELECTRICITY	10.93	ELECTRICITY	641.641.272				044	00026
	ELECTRICITY	1,168.66	ELECTRICITY	801.801.272				044	00022
	ELECTRICITY	1,061.32	ELECTRICITY	101.142.272	1.31.23	002795	P	023	00006
		81,425.53	*TOTAL						
	PAYMENT SERVICES NETWORK	07677							
	CC MERCHANT FEES	29.20	PROFESSIONAL SERVICES	601.601.202	271680&271882	023066	P	044	00034
	CC MERCHANT FEES	27.91	PROFESSIONAL SERVICES	611.611.202	271680&271882	023066	P	044	00035
	CC MERCHANT FEES	7.79	PROFESSIONAL SERVICES	631.631.202	271680&271882	023066	P	044	00036
	CC MERCHANT FEES	4.95	PROFESSIONAL SERVICES &	637.637.202	271680&271882	023066	P	044	00037
		69.85	*TOTAL						
	PRINCIPAL LIFE INSURANCE	07491							
	DENTAL INSURANCE	6,963.11	DENTAL INSURANCE	711.2059		003190	P	044	00038
	RETIREMENT, SD	00519							
	SD RETIREMENT	94,657.97	SD RETIREMENT SYSTEM	711.2066		002809	P	044	00039
	SDSRP	04992							
	SD RETIREMENT PLAN	4,069.50	ROTH 457 SDRS-SRP	711.2056				044	00050
	SD RETIREMENT PLAN	4,119.50	ROTH 457 SDRS-SRP	711.2056				044	00062
	SD RETIREMENT PLAN	4,407.88	SDRS SUPPLEMENTAL RETIRE	711.2058				044	00049
	SD RETIREMENT PLAN	4,407.88	SDRS SUPPLEMENTAL RETIRE	711.2058				044	00061
		17,004.76	*TOTAL						
	U.S. POST OFFICE-UTIL	00642							
	UTILITY BILLING POSTAGE	1,074.63	PROFESSIONAL SERVICES	601.601.202		001855	P	044	00040
	UTILITY BILLING POSTAGE	1,026.87	PROFESSIONAL SERVICES	611.611.202		001855	P	044	00041
	UTILITY BILLING POSTAGE	286.57	PROFESSIONAL SERVICES	631.631.202		001855	P	044	00042
		2,388.07	*TOTAL						
	UKG WORKFORCE READY	07490							
	PAYROLL/HR/TLM SOFTWARE	1,651.98	PROFESSIONAL SERVICES	101.107.202	12034884	203533	P	044	00070
	PAYROLL/HR/TLM SOFTWARE	203.95	PROFESSIONAL SERVICES	601.601.202	12034884	203533	P	044	00071
	PAYROLL/HR/TLM SOFTWARE	61.19	PROFESSIONAL SERVICES	611.611.202	12034884	203533	P	044	00072
	PAYROLL/HR/TLM SOFTWARE	61.19	PROFESSIONAL SERVICES	631.631.202	12034884	203533	P	044	00073
	PAYROLL/HR/TLM SOFTWARE	61.19	PROFESSIONAL SERVICES &	637.637.202	12034884	203533	P	044	00074
		2,039.50	*TOTAL						
	UNITED STATES TREASURY	07526							
	FEDERAL WITHHOLDING TAX	33,182.75	WITHHOLDING	711.2064				044	00043
	FEDERAL WITHHOLDING TAX	34,064.71	WITHHOLDING	711.2064				044	00055
	FEDERAL WITHHOLDING TAX	56,107.38	OASI	711.2065				044	00044
	FEDERAL WITHHOLDING TAX	57,082.42	OASI	711.2065				044	00056
		180,437.26	*TOTAL						
	UNITED WAY	00918							
	UNITED WAY	86.00	UNITED FUND	711.2070				044	00054
	UNITED WAY	86.00	UNITED FUND	711.2070				044	00066
		172.00	*TOTAL						
		538,321.22	**CLAIMS TOTAL						

ACH Payment Register

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CLAIM NUMBER	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	INVOICE	PO#	F/P ID LINE
REPORT TOTALS:		538,321.22					

RECORDS PRINTED - 000103

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
101	GENERAL FUND	53,357.75
201	PARKS AND RECREATION	6,145.07
202	HUETHER FAMILY AQUATICS CTR	974.35
203	SUMMIT ACTIVITY CENTER	745.09
601	WATER OPERATION	38,415.86
611	WASTE WATER OPERATION	16,174.34
621	CEMETERY OPERATION	248.23
631	SOLID WASTE	435.24
637	JOINT POWER	6,049.00
641	GOLF COURSE	10.93
711	EMPLOYEE BENEFIT	412,443.02
801	CENTRAL GARAGE	3,322.34
TOTAL ALL FUNDS		538,321.22

BANK RECAP:

BANK	NAME	DISBURSEMENTS
1DAK	FIRST DAKOTA NAT'L BANK CORP	538,321.22
TOTAL ALL BANKS		538,321.22

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

DATE APPROVED BY

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Manual Check Register

CLAIM NUMBER	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	INVOICE	PO#	F/P	ID	LINE
LAMB MOTOR COMPANY		05549							
	2022 FORD EXPLORER	35,025.00	EQUIPMENT	101.127.350		023584	P	024	00004
MOTOR VEHICLE DEPT, SD		00424							
	TITLE AND LICENSE	61.80	REP. & MAINT. -VEHICLES	101.111.222		018996	P	024	00002
	TITLE AND LICENSE	24.20	EQUIPMENT	101.111.350		231506	P	024	00001
	TITLE & LICENSE	24.20	EQUIPMENT	101.127.350		023584	P	024	00005
		110.20	*TOTAL						
RIVERSIDE TECHNOLOGIES I		07400							
	@FY@ HP 800 MINI COMPUTR	12,435.00	EQUIPMENT	101.105.350	370006-IN	220032	P	024	00006
SOUTH DAKOTA STATE TREAS		07711							
	UNDELIVERED UT DEPOSITS	400.86	UTILITY CUSTOMER DEPOSIT	601.2090	UT01-2022	023160	P	024	00003
		47,971.06	**CLAIMS TOTAL						

Manual Check Register
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CLAIM NUMBER	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	INVOICE	PO#	F/P ID LINE
REPORT TOTALS:		47,971.06					

RECORDS PRINTED - 000006

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
101	GENERAL FUND	47,570.20
601	WATER OPERATION	400.86
TOTAL ALL FUNDS		47,971.06

BANK RECAP:

BANK	NAME	DISBURSEMENTS
1DAK	FIRST DAKOTA NAT'L BANK CORP	47,971.06
TOTAL ALL BANKS		47,971.06

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

DATE APPROVED BY
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Credit Card Schedule of Bills

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
ACTION TARGETS AMMUNITION	194.30	AMMUNITION	101.111.267		Rothenberger		073 00463
ADOBE ACROPRO SUBS ACROBAT PRO SOFTWARE	14.99	SUBSCRIPTIONS & PUBLICAT	101.106.235		Bies		073 00381
ADOBE CREATIVE CLOUD COMPUTER PROGRAM	58.56	CONTRACTED SERVICES - OP	201.201.204		McHenry		073 00425
AMAZON PRIME LT34J1LA3 MEMBERSHIP	148.04	MEMBERSHIP DUES	201.201.261		McHenry		073 00240
AMAZON.COM CV6SM00N3 LEADERSHIP BOOK	199.90	LEARNING	101.114.264		Linke		073 00441
AMAZON.COM HE0L92DH2 A DISPLAY RAIL	44.95	REP. & MAINT. - BUILDING	601.601.223		Chytka		073 00102
AMAZON.COM HE02Z3L50 HOCKEY NET	31.06	RECREATION SUPPLIES - O	201.201.242		McHenry		073 00272
AMAZON.COM HE8IG6VU1 EXERCISE EQUIPMENT	107.99	SMALL TOOLS & HARDWARE	101.114.247		Linke		073 00163
AMAZON.COM HE9ZS6Q50 EMPLOYEE APPRECIATION	207.77	EMPLOYEE COMMITTEE	101.107.141		Bailey		073 00236
AMAZON.COM H958B5WJ2 A FLASHLIGHT HOLDERS	79.62	REP. & MAINT. - EQUIPMEN	101.111.221		Rothenberger		073 00208
AMZ GENUINE INK TONER	409.00	OFFICE SUPPLIES	101.114.232		Peters		073 00310
AMZN MKTP US HD87110P0 JANITORIAL SUPPLIES	73.31	JANITORIAL SUPPLIES	101.142.236		Dobrovolny		073 00019
AMZN MKTP US HE0AI4Q01 POSTAGE	2.99	POSTAGE	101.142.231		Dobrovolny		073 00132
DVD'S	69.99	AV - CAPITAL	101.142.342		Dobrovolny		073 00133
	72.98	*VENDOR TOTAL					
AMZN MKTP US HE30W2HB1 MEDICAL KIT TOURNIQUETS	158.55	MEDICAL & SAFETY SUPPLIE	101.114.243		Linke		073 00144
AMZN MKTP US HE5RK6HM2 SPECIALTY PENS	24.66	OFFICE SUPPLIES	101.122.232		Goeden		073 00147
AMZN MKTP US HE6B00GT0 HANDCUFFS	112.48	REP. & MAINT. - EQUIPMEN	101.111.221		Rothenberger		073 00243

Credit Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
AMZN MKTP US HE7R24Q12	POSTAGE	3.99	POSTAGE	101.142.231		Dobrovolny		073 00128
	DVD	14.98	AV - CAPITAL	101.142.342		Dobrovolny		073 00129
		18.97	*VENDOR TOTAL					
AMZN MKTP US HE8PG7OZ2	FITNESS ROOM STEPS	248.60	RECREATION SUPPLIES	203.203.242		McHenry		073 00218
AMZN MKTP US HP0NO7ZK0	IPAD CASES	85.98	OFFICE SUPPLIES	101.101.232		Johnson		073 00184
AMZN MKTP US HP1FV8S21	OFFICE SUPPLIES	70.50	OFFICE SUPPLIES	101.142.232		Dobrovolny		073 00022
AMZN MKTP US HP1O929B1	DVD	19.96	AV - CAPITAL	101.142.342		Dobrovolny		073 00008
AMZN MKTP US HP1UV2ZX1	BOOK	12.44	BOOKS	101.142.340		Dobrovolny		073 00113
AMZN MKTP US HP3JU4O61	HANDCUFFS	148.97	REP. & MAINT. - EQUIPMEN	101.111.221		Rothenberger		073 00111
AMZN MKTP US HP3QL00I2	JANITORIAL SUPPLIES	17.96	JANITORIAL SUPPLIES	101.142.236		Dobrovolny		073 00068
	PROGRAM SUPPLIES	17.36	PROGRAM SUPPLIES	101.142.242		Dobrovolny		073 00069
	BOOKS	151.88	BOOKS	101.142.340		Dobrovolny		073 00070
	DVD'S	37.91	AV - CAPITAL	101.142.342		Dobrovolny		073 00071
	SUMMER READING	152.65	RECREATION SUPPLIES	701.701.242		Dobrovolny		073 00072
		377.76	*VENDOR TOTAL					
AMZN MKTP US HP92Z7SB1	OFFICE SUPPLIES	11.99	OFFICE SUPPLIES	101.142.232		Dobrovolny		073 00011
AMZN MKTP US H18871CP2	POSTAGE	3.99	POSTAGE	101.142.231		Dobrovolny		073 00439
	DVD	17.99	AV - CAPITAL	101.142.342		Dobrovolny		073 00440
		21.98	*VENDOR TOTAL					
AMZN MKTP US H96114UI0	CHALKBOARD ADHESIVE	31.79	RECREATION SUPPLIES	203.203.242		McHenry		073 00313
AMZN MKTP US H98P27WE0	OFFICE SUPPLIES	19.30	OFFICE SUPPLIES	101.142.232		Dobrovolny		073 00341
	PROGRAM SUPPLIES	154.02	PROGRAM SUPPLIES	101.142.242		Dobrovolny		073 00342
	DVD'S	42.68	AV - CAPITAL	101.142.342		Dobrovolny		073 00343
		216.00	*VENDOR TOTAL					
AMZN MKTP US H982Q0W90	EMPLOYEE APPRECIATION	58.00	EMPLOYEE COMMITTEE	101.107.141		Bailey		073 00352

Credit Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
AMZN MKTP US SI4ZV0YJ3	BABY CHANGING TABLE	189.90	REP. & MAINT. - BUILDING	203.203.223		McHenry		073 00427
AMZN MKTP US WI39L1RM3	PROGRAM SUPPLIES	12.75	PROGRAM SUPPLIES	101.142.242		Dobrovolny		073 00519
	DVD	12.95	AV - CAPITAL	101.142.342		Dobrovolny		073 00520
		25.70	*VENDOR TOTAL					
AMZN MKTP US YX09X8CQ3	EYE WASH STATION	37.47	MEDICAL, SAFETY, & LAB. S	203.203.243		McHenry		073 00511
AMZN MKTP US 4X7QB7AZ3	PROGRAM SUPPLIES	53.99	PROGRAM SUPPLIES	101.142.242		Dobrovolny		073 00323
	BOOK	11.69	BOOKS	101.142.340		Dobrovolny		073 00324
	DVD'S	129.20	AV - CAPITAL	101.142.342		Dobrovolny		073 00325
		194.88	*VENDOR TOTAL					
AMZN MKTP US 7R2DH1053	FIRST AID KITS	112.26	PROFESSIONAL SERVICES	201.201.202		Bailey		073 00456
APPLIED IND TECH 2189	ANNUAL OIL	613.81	REP. & MAINT. - PLANT	611.611.221		Hanson		073 00468
APWA - NATIONAL	APWA RENEWAL	229.00	MEMBERSHIP DUES	101.122.261		Haberman		073 00115
AQUA ENVIRONMENT CO IN	SCBA REPAIRS	88.00	REP. & MAINT. - EQUIPMEN	101.114.221		Nickles		073 00016
ARNOLDS ST CLOUD 01010	KUBOTA REPAIRS	463.25	REP. & MAINT. - EQUIPMEN	204.204.221		Walsh		073 00330
ASFPM	MEMBERSHIP DUES	175.00	MEMBERSHIP DUES	101.106.261		Bies		073 00531
ATT BILL PAYMENT	CELL PHONE	80.54	TELEPHONE	201.201.271		Bailey		073 00305
	CELL PHONE	28.34	TELEPHONE	601.601.271		Bailey		073 00306
	MOBILE DATA	96.61	PROFESSIONAL SERVICES -	101.127.202		Peters		073 00294
	MOBILE DATA	40.04	PROFESSIONAL SERVICES	101.122.202		Peters		073 00295
	MOBILE DATA	45.28	PROFESSIONAL SERVICES	101.123.202		Peters		073 00296
	MOBILE DATA	45.28	PROFESSIONAL SERVICES	601.601.202		Peters		073 00297
	MOBILE DATA	913.57	PROFESSIONAL SERVICES	101.111.202		Peters		073 00298
		1,249.66	*VENDOR TOTAL					
AUTOZONE #3795	WASHER FLUID	13.58	REP. & MAINT. -VEHICLES	201.201.222		Jensen		073 00109
	FRONT PADS	371.80	GARAGE PARTS	801.801.249		Kulhavy		073 00176
	ANTIFREEZE/WIPER BLADES	192.46	GARAGE PARTS	801.801.249		Kulhavy		073 00202
	BRAKE PADS & ROTORS	1,034.49	GARAGE PARTS	801.801.249		Kulhavy		073 00315
	BRAKE ROTORS, BRAKE PADS	589.74	GARAGE PARTS	801.801.249		Kulhavy		073 00331

Credit Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
AUTOZONE #3795	WIPER BLADES	60.00	GARAGE PARTS	801.801.249		Kulhavy		073 00513
		2,262.07	*VENDOR TOTAL					
AVERA HEALTH CRP	CPR CLASS	50.00	PROFESSIONAL SERVICES	101.111.202		Rothenberger		073 00079
	CPR CLASS	50.00	PROFESSIONAL SERVICES	101.111.202		Rothenberger		073 00086
		100.00	*VENDOR TOTAL					
AXVOICE INC	DIALER SERVICE	21.44	PROFESSIONAL SERVICES	601.601.202		Chytka		073 00452
BAKER-TAYLOR	BOOKS	3,466.12	BOOKS	101.142.340		Schmidt		073 00027
	POSTAGE	32.87	POSTAGE	101.142.231		Schmidt		073 00028
		3,498.99	*VENDOR TOTAL					
BATTERY UNIVERSE	RADIO BATTERY	145.42	REP. & MAINT. - EQUIPMEN	101.114.221		Nickles		073 00067
BATTERYSHARKS COM	UPS BATTERIES	94.07	REP. & MAINT. - EQUIPMEN	101.111.221		Peters		073 00334
BLARNEYS SPORTS BAR &	TRAVEL EXPENSE	39.56	TRAVEL EXPENSE	101.111.263		Osborne		073 00448
BLUEBEAM INC.	BLUEBEAM SOFTWARE	400.00	PROFESSIONAL SERVICES	101.122.202		Haberman		073 00141
	BLUEBEAM SOFTWARE	400.00	PROFESSIONAL SERVICES	101.122.202		Haberman		073 00149
	BLUEBEAM SOFTWARE	400.00	PROFESSIONAL SERVICES	101.122.202		Haberman		073 00150
		1,200.00	*VENDOR TOTAL					
BLUEPEAK	PHONE	157.06	TELEPHONE	101.127.271		Yardley		073 00098
	PHONE	39.26	TELEPHONE	101.123.271		Yardley		073 00099
	PHONE	176.21	TELEPHONE	202.202.271		Yardley		073 00326
	INTERNET CHARGES	701.99	INTERNET ACCESS	101.105.270		Yardley		073 00460
	PHONE	42.62	TELEPHONE	101.102.271		Yardley		073 00474
	PHONE	113.04	TELEPHONE	101.104.271		Yardley		073 00475
	PHONE	13.81	TELEPHONE	101.105.271		Yardley		073 00476
	PHONE	52.43	TELEPHONE	101.106.271		Yardley		073 00477
	PHONE	13.81	TELEPHONE	101.107.271		Yardley		073 00478
	PHONE	22.01	TELEPHONE	101.111.271		Yardley		073 00479
	PHONE	67.19	TELEPHONE	101.114.271		Yardley		073 00480
	PHONE	105.50	TELEPHONE	101.122.271		Yardley		073 00481
	PHONE	40.52	TELEPHONE	101.123.271		Yardley		073 00482
	PHONE	45.06	TELEPHONE	101.142.271		Yardley		073 00483
	PHONE	156.46	TELEPHONE	201.201.271		Yardley		073 00484
	PHONE	22.67	TELEPHONE	202.202.271		Yardley		073 00485
	PHONE	147.96	TELEPHONE	203.203.271		Yardley		073 00486
	PHONE	92.50	TELEPHONE	601.601.271		Yardley		073 00487

Credit Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
BLUEPEAK								
	PHONE	13.81	TELEPHONE	611.611.271		Yardley		073 00488
	PHONE	22.01	TELEPHONE	637.637.271		Yardley		073 00489
	PHONE	49.34	TELEPHONE	101.104.271		Yardley		073 00493
	PHONE	6.02	TELEPHONE	101.105.271		Yardley		073 00494
	PHONE	22.85	TELEPHONE	101.106.271		Yardley		073 00495
	PHONE	24.60	TELEPHONE	101.107.271		Yardley		073 00496
	PHONE	9.60	TELEPHONE	101.111.271		Yardley		073 00497
	PHONE	27.96	TELEPHONE	101.114.271		Yardley		073 00498
	PHONE	45.99	TELEPHONE	101.122.271		Yardley		073 00499
	PHONE	23.15	TELEPHONE	101.123.271		Yardley		073 00500
	PHONE	25.63	TELEPHONE	101.142.271		Yardley		073 00501
	PHONE	68.21	TELEPHONE	201.201.271		Yardley		073 00502
	PHONE	9.88	TELEPHONE	202.202.271		Yardley		073 00503
	PHONE	64.50	TELEPHONE	203.203.271		Yardley		073 00504
	PHONE	40.46	TELEPHONE	601.601.271		Yardley		073 00505
	PHONE	7.57	TELEPHONE	611.611.271		Yardley		073 00506
	PHONE	9.70	TELEPHONE	637.637.271		Yardley		073 00507
		2,481.38	*VENDOR TOTAL					
BOMGAARS #2 YANKTON								
	SAFETY APPAREL	17.99	UNIFORMS & DRY GOODS	611.611.244		Bailey		073 00469
	SAFETY APPAREL	45.87	UNIFORMS & DRY GOODS	201.201.244		Bailey		073 00470
	SAFETY APPAREL	48.57	PROFESSIONAL SERVICES	204.204.202		Bailey		073 00471
	SAFETY APPAREL	35.98	UNIFORMS	631.631.244		Bailey		073 00472
	CLEANING SUPPLIES	12.99	REP. & MAINT. - BUILDING	621.621.223		Bornitz		073 00193
	EQUIPMENT MAINTENANCE	72.97	REP. & MAINT. - EQUIPMEN	621.621.221		Bornitz		073 00447
	EQUIPMENT MAINTENANCE	13.99	REP. & MAINT. - EQUIPMEN	621.621.221		Bornitz		073 00517
	FITTING	7.99	REP. & MAINT. - PLANT	601.601.221		Bush		073 00362
	IMPACT DRIVER, DRILL BIT	424.98	SMALL TOOLS & HARDWARE	601.601.247		Chytka		073 00153
	SHOP SUPPLIES	15.96	REP. & MAINT. - BUILDING	201.201.223		Eskens		073 00386
	SHOP SUPPLIES	37.98	REP. & MAINT. - BUILDING	201.201.223		Groves		073 00221
	TOOLS	229.99	REP. & MAINT. - BUILDING	203.203.223		Groves		073 00336
	POOL ROOF REPAIRS	24.77	REP. & MAINT. - BUILDING	203.203.223		Groves		073 00340
	SHOP SUPPLIES	7.59	REP. & MAINT. - BUILDING	201.201.223		Jensen		073 00217
	SHOP SUPPLIES	95.76	REP. & MAINT. - BUILDING	201.201.223		Kirchner		073 00037
	HARDWARE	8.79	SMALL TOOLS & HARDWARE	201.201.247		Knutson		073 00138
	BASKET SUPPLIES	5.49	AGRICULTURAL SUPPLIES	201.201.241		Kortan		073 00435
	GREASE, CLEANER, SEALANT	200.33	GARAGE PARTS	801.801.249		Kulhavy		073 00009
	HALOGEN BULBS, SCREWS	32.14	GARAGE PARTS	801.801.249		Kulhavy		073 00195
	BALL VALVE,PIPE ELBOW	53.50	REP. & MAINT. - BUILDING	801.801.223		Kulhavy		073 00252
	RATCHET	22.39	SMALL TOOLS & HARDWARE	801.801.247		Kulhavy		073 00338
	ADAPTER/PUMP/SITE GAUGE	73.32	GARAGE PARTS	801.801.249		Kulhavy		073 00376
	ELECTRICAL TAPE	44.95	GARAGE PARTS	801.801.249		Kulhavy		073 00527
	UTILITY CHEST PADLOCK	227.97	REP. & MAINT. - BUILDING	101.125.223		Mastalir		073 00120
	BATTERY CHARGER	189.99	SMALL TOOLS & HARDWARE	637.637.247		Nowak		073 00005
	THREADED RODS	126.89	GARAGE PARTS	801.801.249		Nowak		073 00134
	SMALL TOOL	24.96	SMALL TOOLS & HARDWARE	201.201.247		Pavel		073 00206
	SHOP SUPPLIES	155.48	REP. & MAINT. - BUILDING	201.201.223		Pavel		073 00346
	HARDWARE	13.79	SMALL TOOLS & HARDWARE	203.203.247		Pavel		073 00364
	HARDWARE	1.26	SMALL TOOLS & HARDWARE	201.201.247		Pavel		073 00382

Credit Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
BOMGAARS #2 YANKTON								
	HARDWARE	5.85	SMALL TOOLS & HARDWARE	201.201.247		Pavel		073 00528
	JUMPER PACK	149.99	REP. & MAINT. - DISTRIBU	601.601.226		Robinson		073 00136
	PVC END	11.07	REP. & MAINT. - PLANT	601.601.221		Rothermel		073 00413
	WASHER FLUID	37.92	REP. & MAINT. -VEHICLES	101.127.222		Ryken		073 00538
	MOWER BATTERY	49.99	AGRICULTURAL SUPPLIES	601.601.241		Schantz		073 00390
	REPLACEMENT SPOUT	30.98	REP. & MAINT. - BUILDING	201.201.223		Snyder		073 00322
	PARK SUPPLIES	8.99	REP. & MAINT. - BUILDING	201.201.223		Snyder		073 00374
	WELDING WIRE, PUMP SPRAY	85.87	REP. & MAINT. - DISTRIBU	601.601.226		Tramp		073 00168
	TEFLON TAPE / EYE BOLT	37.13	REP & MAINT - CENTRAL GA	101.123.224		Ulmer		073 00125
	BRASS HOSE SHUTOFF	33.36	GARAGE PARTS	801.801.249		Ulmer		073 00300
	EQUIPMENT REPAIRS	54.99	REP. & MAINT. - EQUIPMEN	204.204.221		Walsh		073 00126
		2,780.77	*VENDOR TOTAL					
C & B YANKTON								
	PINS FOR SPIN DOCTOR	20.74	REP. & MAINT. - DISTRIBU	601.601.226		Kuehler		073 00040
	SNOW BLOWER SHEER PINS	22.69	REP. & MAINT. - PLANT	611.611.221		McCledden		073 00412
		43.43	*VENDOR TOTAL					
CASEYS #2260								
	EMPLOYEE APPRECIATION	43.66	CONFERENCE & MEETINGS	101.101.265		Kuenzli		073 00024
CASEYS #3785								
	FUEL	65.68	TRAVEL EXPENSE	101.111.263		Yankton Police		073 00522
CASEYS #3855								
	REFUND	7.68CR	CONFERENCE & MEETINGS	101.114.265		Linke		073 00002
CASEYS PIZZA 3854								
	FLSA TRAINING CLASS	115.54	CONFERENCE & MEETINGS	101.114.265		Linke		073 00064
CCI HOTEL RESERVATION								
	NDPRA TRAINING COURSE	394.32	TRAVEL EXPENSE	201.201.263		McHenry		073 00209
CENTER POINT LARGE PRI								
	LARGE PRINT BOOKS	140.82	BOOKS	101.142.340		Schmidt		073 00143
CHRISTENSEN RADIATOR A								
	BLADE GUIDES	79.40	GARAGE PARTS	801.801.249		Kulhavy		073 00015
	RAM ASSY, 1-3/4X11, MVP	588.36	GARAGE PARTS	801.801.249		Kulhavy		073 00196
		667.76	*VENDOR TOTAL					
COLLABORATIVE SUMMER L								
	SUMMER READING SUPPLIES	457.45	RECREATION SUPPLIES	701.701.242		Schmidt		073 00286
	SHIPPING	20.00	POSTAGE	101.142.231		Schmidt		073 00287
	STAFF SHIRTS	101.88	RECREATION SUPPLIES	701.701.242		Schmidt		073 00288
		579.33	*VENDOR TOTAL					
CORONA VILLAGE								
	TRAVEL EXPENSE	54.77	TRAVEL EXPENSE	101.111.263		Osborne		073 00437

Credit Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
CRESCENT ELECTRIC 029								
	LIGHT POLE REPAIR	23.96	REP. & MAINT. - BUILDING	201.201.223		Frick		073 00012
	FLOOD LIGHT	81.13	REP. & MAINT. - EQUIPMEN	101.127.221		Ryken		073 00084
	ELECTRICAL EQUIPMENT	27.96	REP. & MAINT. - EQUIPMEN	101.126.221		Ryken		073 00187
	ELECTRICAL SUPPLIES	213.46	REP. & MAINT. - EQUIPMEN	101.126.221		Ryken		073 00197
		346.51	*VENDOR TOTAL					
CRICUT								
	OFFICE SUPPLIES	298.19	OFFICE SUPPLIES	101.142.232		Schmidt		073 00100
	TAX REFUND	18.20CR	OFFICE SUPPLIES	101.142.232		Schmidt		073 00107
		279.99	*VENDOR TOTAL					
DAYS INN BY WYNDHAM								
	TRAINING LODGING	370.00	TRAVEL EXPENSE	101.111.263		Osborne		073 00375
	TRAINING LODGING	370.00	TRAVEL EXPENSE	101.111.263		Osborne		073 00399
		740.00	*VENDOR TOTAL					
DELIGHT DONUTS - YANKT								
	EMPLOYEE APPRECIATION	94.60	EMPLOYEE COMMITTEE	101.107.141		Bailey		073 00036
DEPT OF AG AG SERVICES								
	SPRAYING CERTIFICATION	35.88	LEARNING	101.106.264		Homstad		073 00355
	SPRAYING CERTIFICATION	35.88	LEARNING	101.123.264		Potts		073 00048
	SPRAYING CERTIFICAITON	35.88	LEARNING	101.123.264		Potts		073 00051
		107.64	*VENDOR TOTAL					
DOLLAR TREE								
	PROGRAM SUPPLIES	5.00	PROGRAM SUPPLIES	101.142.242		Schmidt		073 00514
	OFFICE SUPPLIES	2.99	OFFICE SUPPLIES	101.142.232		Schmidt		073 00515
		7.99	*VENDOR TOTAL					
DOMINOS 1821								
	EMPLOYEE APPRECIATION	135.37	CONFERENCE & MEETINGS	101.101.265		Kirchner		073 00077
DOUGLAS INDUSTRIES								
	TENNIS WIND SCREEN	1,750.80	EQUIPMENT	203.203.350		Kirchner		073 00035
DRI PRINTPLACE								
	OFFICE SUPPLIES	71.00	OFFICE SUPPLIES	101.142.232		Schmidt		073 00095
	POSTAGE	15.95	POSTAGE	101.142.231		Schmidt		073 00096
		86.95	*VENDOR TOTAL					
DUNHAMS 122								
	PICKLEBALL TAPE	22.97	RECREATION SUPPLIES	203.203.242		McHenry		073 00274
	PICKLEBALL SUPPLIES	39.97	RECREATION SUPPLIES	203.203.242		Youmans		073 00194
		62.94	*VENDOR TOTAL					
EB 2023 COMMERCIAL AP								
	MEMBERSHIP DUES	20.00	MEMBERSHIP DUES	201.201.261		Kortan		073 00204

Credit Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
EB 2023 COMMERCIAL AP	SPRAYING CERTIFICATION	30.00	LEARNING	101.123.264		Potts		073 00063
	SPRAYING CERTIFICATION	20.00	LEARNING	101.123.264		Potts		073 00094
		70.00	*VENDOR TOTAL					
EBAY O 02-09710-11647	UPS BATTERY	37.50	PC NETWORK SUPPLIES	101.105.230		Peters		073 00199
EBAY O 26-09712-20504	TONER	99.98	OFFICE SUPPLIES	101.123.232		Peters		073 00103
ECHO ELECTRIC SUPPLY -	CORD CONNECTORS	18.57	REP. & MAINT. - PLANT	601.601.221		Chytka		073 00026
	LED PANEL	149.44	REP. & MAINT. - BUILDING	101.142.223		Mastalir		073 00073
	LED PANEL	380.00	REP. & MAINT. - BUILDING	101.142.223		Mastalir		073 00314
		548.01	*VENDOR TOTAL					
EL COLUMPIO LLC	TRAVEL EXPENSE	50.65	TRAVEL EXPENSE	101.111.263		Osborne		073 00421
ELDT.COM	CDL TRAINING	25.00	PROFESSIONAL SERVICES	631.631.202		Potts		073 00303
ESRI	DRONE2MAP	1,352.05	SUBSCRIPTIONS & PUBLICAT	101.105.235		Yonke		073 00018
FAIR MANUFACTURING	SNOW BLOWER PARTS	730.00	REP & MAINT - CENTRAL GA	101.123.224		Ulmer		073 00309
FASTENAL COMPANY 01SDY	SCREWS/NUTS	370.23	GARAGE PARTS	801.801.249		Potts		073 00104
FERGUSON ENTERPRISES28	5/8 MACH 10 METERS	5,137.08	METER TECHNOLOGY UPGRADE	602.602.351		Robinson		073 00166
	5/8 MACH 10 METERS	5,137.07	METER TECHNOLOGY UPGRADE	611.611.351		Robinson		073 00167
		10,274.15	*VENDOR TOTAL					
FINDAWAY	WONDERBOOKS	47.49	AV - CAPITAL	101.142.342		Schmidt		073 00049
FIRST WATCH - 0038	SDPRA CONFERENCE	37.58	TRAVEL EXPENSE	201.201.263		McHenry		073 00402
	SDPRA CONFERENCE	37.57	TRAVEL EXPENSE	203.203.263		McHenry		073 00403
	SDPRA CONFERENCE	37.64	TRAVEL EXPENSE	201.201.263		McHenry		073 00453
	SDPRA CONFERENCE	37.64	TRAVEL EXPENSE	203.203.263		McHenry		073 00454
		150.43	*VENDOR TOTAL					
FLUITEK CORPORATION	ANNUAL BLOWER FILTERS	1,130.56	REP. & MAINT. - PLANT	611.611.221		Hanson		073 00292

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VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
FSP SOUTHEAST SD SHRM	SESD SHRM DUES	150.00	MEMBERSHIP DUES	101.107.261		Bailey		073 00249
	SESD SHRM DUES	100.00	MEMBERSHIP DUES	101.107.261		Orr		073 00429
		250.00	*VENDOR TOTAL					
GALLS	BELT AND TIE	43.95	UNIFORMS	101.111.244		Rothenberger		073 00256
	LOAD BEARING SUSPENDERS	42.63	REP. & MAINT. - EQUIPMEN	101.111.221		Rothenberger		073 00529
		86.58	*VENDOR TOTAL					
GRAINGER	PVC FITTINGS	7.96	REP. & MAINT. - PLANT	601.601.221		Chytka		073 00201
	PVC FITTINGS	43.82	REP. & MAINT. - PLANT	601.601.221		Chytka		073 00363
	PVC FITTINGS	69.98	REP. & MAINT. - PLANT	601.601.221		Chytka		073 00365
	ELECTRIC ACTUATOR	381.26	REP. & MAINT. - PLANT	601.601.221		Chytka		073 00371
	PVC FITTINGS	34.82	REP. & MAINT. - PLANT	601.601.221		Chytka		073 00372
		537.84	*VENDOR TOTAL					
HACH COMPANY	REAGENTS	266.02	CHEMICALS & GASES	601.601.240		Chytka		073 00020
	METER, BEAKERS	291.51	MEDICAL, SAFETY, & LAB. S	601.601.243		Chytka		073 00190
	REAGENTS	312.98	CHEMICALS & GASES	601.601.240		Chytka		073 00426
	LAB SUPPLIES	1,057.51	MEDICAL, SAFETY, & LAB. S	611.611.243		Hoilien		073 00050
		1,928.02	*VENDOR TOTAL					
HAUPPAUGE COMPUTER WOR	USB TUNER SOFTWARE	12.95	REP. & MAINT. - EQUIPMEN	101.105.221		Johnson		073 00264
	USB TUNER	87.05	REP. & MAINT. - EQUIPMEN	101.105.221		Johnson		073 00415
		100.00	*VENDOR TOTAL					
HOTEL RESERVATION LOH	NDPRA TRAINING	443.88	TRAVEL EXPENSE	201.201.263		McHenry		073 00122
HOTELBOOKINGSERVFEE	NDPRA TRAINING COURSE	15.99	TRAVEL EXPENSE	201.201.263		McHenry		073 00207
HY-VEE YANKTON 1899	PROGRAM SUPPLIES	60.00	PROGRAM SUPPLIES	101.142.242		Dobrovolny		073 00251
I HOP 5305	SDPRA CONFERENCE	27.00	TRAVEL EXPENSE	201.201.263		McHenry		073 00417
	SDPRA CONFERENCE	27.00	TRAVEL EXPENSE	203.203.263		McHenry		073 00418
		54.00	*VENDOR TOTAL					
IACP	WELLNESS TRAINING	200.00	LEARNING	101.111.264		Foote		073 00046
IN GUARDIAN ALLIANCE	BACKGROUND CHECKS	204.00	PROFESSIONAL SERVICES	101.111.202		Rothenberger		073 00428

Credit Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
IN NICHE ACADEMY	PROFESSIONAL SERVICES	1,400.00	PROFESSIONAL SERVICES	101.142.202		Schmidt		073 00034
INA STORE INC	KUBOTA REPAIRS	177.15	REP. & MAINT. - EQUIPMEN	204.204.221		Walsh		073 00278
INSTITUTE FOR ENVIRONM	SELENIUM TESTING	275.00	PROFESSIONAL SERVICES	611.611.202		Hanson		073 00518
IPY MIDWEST ALARM	ALARM MONITORING	70.50	REP. & MAINT. - PLANT	611.611.221		Hanson		073 00124
IR INDUSTRIAL	SOLENOID	69.08	REP. & MAINT. - PLANT	601.601.221		Rothermel		073 00304
	SERVICE KIT	878.74	REP. & MAINT. - PLANT	601.601.221		Rothermel		073 00535
		947.82	*VENDOR TOTAL					
JACKS UNIFORMS & EQUI	CARRIER NAME TAG	336.39	REP. & MAINT. - EQUIPMEN	101.111.221		Rothenberger		073 00161
	FLEX BADGES	84.99	REP. & MAINT. - EQUIPMEN	101.111.221		Rothenberger		073 00366
	UNIFORM PANTS	84.94	UNIFORMS	101.111.244		Rothenberger		073 00369
		506.32	*VENDOR TOTAL					
JCL SOLUTIONS-SIOUX FA	CLEANING SUPPLIES	577.90	JANITORIAL SUPPLIES	203.203.236		McHenry		073 00004
JIMMY JOHNS - 1111	SDPRA CONFERENCE	23.15	TRAVEL EXPENSE	201.201.263		McHenry		073 00423
	SDPRA CONFERENCE	23.14	TRAVEL EXPENSE	203.203.263		McHenry		073 00424
		46.29	*VENDOR TOTAL					
JOHNS SERVICE	TIRES	230.00	REP. & MAINT. - EQUIPMEN	101.114.221		Nickles		073 00308
J2 METROFAX	FAX SERVICE	11.95	PROFESSIONAL SERVICES	601.601.202		Chytka		073 00455
KAISER REFRIGERATION I	WASHER AND DRYER	1,000.00	EQUIPMENT	203.203.350		Frick		073 00007
	SHOP REPAIRS	45.00	REP. & MAINT. - BUILDING	201.201.223		Frick		073 00089
	SHOP SUPPLIES	24.99	REP. & MAINT. - BUILDING	201.201.223		Knutson		073 00214
	BUMPER STRIP	11.00	GARAGE PARTS	801.801.249		Ulmer		073 00182
		1,080.99	*VENDOR TOTAL					
KOLETZKY IMPLEMENT INC	HARDWARE	1.36	SMALL TOOLS & HARDWARE	201.201.247		Jensen		073 00123
KOPETSKYS ACE HDWE	BUILDING REPAIRS	10.36	REP. & MAINT. - BUILDING	202.202.223		Eskens		073 00216
	SHOP SUPPLIES	17.16	REP. & MAINT. - BUILDING	201.201.223		Eskens		073 00379

Credit Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
KOPETSKYS ACE HDWE								
	SHOP SUPPLIES	8.59	REP. & MAINT. - BUILDING	201.201.223		Groves		073 00088
	BASKET SUPPLIES	27.97	AGRICULTURAL SUPPLIES	201.201.241		Kortan		073 00316
	BASKET SUPPLIES	15.18	AGRICULTURAL SUPPLIES	201.201.241		Kortan		073 00532
	HDMI CABLE	10.99	OFFICE SUPPLIES	101.114.232		Linke		073 00238
	ICE MELT	33.98	REP. & MAINT. - PLANT	601.601.221		Peterson		073 00175
	TORCH KIT	54.99	REP. & MAINT. - DISTRIBU	601.601.226		Robinson		073 00490
	HAND CLEANER	15.57	JANITORIAL SUPPLIES	601.601.236		Rothermel		073 00200
	DRILL BIT	9.98	SMALL TOOLS & HARDWARE	101.126.247		Ryken		073 00097
	PARK SUPPLIES	10.99	REP. & MAINT. - BUILDING	201.201.223		Snyder		073 00270
	HARDWARE	1.96	SMALL TOOLS & HARDWARE	203.203.247		Youmans		073 00210
		217.72	*VENDOR TOTAL					
KUM&GO 0615 ELK POIN								
	SDPRA CONFERENCE	36.00	TRAVEL EXPENSE	201.201.263		McHenry		073 00404
	SDPRA CONFERENCE	36.00	TRAVEL EXPENSE	203.203.263		McHenry		073 00405
		72.00	*VENDOR TOTAL					
LANGUAGE LINE								
	TRANSLATION SERVICES	141.89	PROFESSIONAL SERVICES	101.111.202		Foote		073 00360
LLRMI								
	CONFERENCE	1,275.00	LEARNING	101.111.264		Foote		073 00083
LOCATORS & SUPPLIES IN								
	SAFETY APPAREL	119.97	UNIFORMS	631.631.244		Bailey		073 00090
	SAFETY APPAREL	176.95	UNIFORMS	637.637.244		Bailey		073 00091
	SAFETY APPAREL	210.97	UNIFORMS & DRY GOODS	201.201.244		Bailey		073 00092
	SAFETY APPAREL	74.01	UNIFORMS & DRY GOODS	601.601.244		Bailey		073 00093
	SAFETY APPAREL	119.97	UNIFORMS & DRY GOODS	101.122.244		Bailey		073 00260
	SAFETY APPAREL	104.94	UNIFORMS & DRY GOODS	101.123.244		Bailey		073 00261
	SAFETY APPAREL	117.28	UNIFORMS & DRY GOODS	101.127.244		Bailey		073 00262
	LOCATE FLAGS	735.30	REP. & MAINT. - DISTRIBU	601.601.226		Kuehler		073 00014
		1,659.39	*VENDOR TOTAL					
LONGS PROPANE SERVICE								
	PROPANE TANK REFILLS	28.00	REP. & MAINT. - DISTRIBU	601.601.226		Tramp		073 00464
MARRIOTT MINNEAPOLIS N								
	CONFERENCE HOTEL	291.78	CONFERENCE & MEETINGS	101.106.265		Homstad		073 00127
MARRIOTT MN NW WARDSWO								
	TRAVEL EXPENSE	19.35	CONFERENCE & MEETINGS	101.106.265		Homstad		073 00156
	TRAVEL EXPENSE	15.00	CONFERENCE & MEETINGS	101.106.265		Homstad		073 00160
	TRAVEL EXPENSE	25.81	CONFERENCE & MEETINGS	101.106.265		Homstad		073 00177
		60.16	*VENDOR TOTAL					
MEAD LUMBER YANKTON								
	AMPHITHEATER REPAIRS	133.50	REP. & MAINT. - BUILDING	201.201.223		Kirchner		073 00025

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
MEAD LUMBER YANKTON	CAPITAL BUILDING REPAIRS	9.49	REP. & MAINT. - BUILDING	201.201.223		Pavel		073 00058
		142.99	*VENDOR TOTAL					
MENARDS YANKTON SD	PVC CUTTER	19.99	REP. & MAINT. - PLANT	601.601.221		Bush		073 00273
	PAIL	15.96	REP. & MAINT. - PLANT	601.601.221		Bush		073 00275
	FLASHLIGHTS, EXT CORDS	44.96	REP. & MAINT. - PLANT	601.601.221		Chytka		073 00006
	STUD FINDER, BATTERIES	21.98	REP. & MAINT. - PLANT	601.601.221		Chytka		073 00029
	PARK SHOP	363.80	REP. & MAINT. - BUILDING	201.201.223		Eskens		073 00047
	SHOP SUPPLIES	18.77	REP. & MAINT. - BUILDING	201.201.223		Frick		073 00537
	CAPITAL BUILDING REPAIRS	10.94	REP. & MAINT. - BUILDING	201.201.223		Groves		073 00101
	CAPITAL BUILDING REPAIRS	10.98	REP. & MAINT. - BUILDING	201.201.223		Groves		073 00114
	CAPITAL BUILDING REPAIRS	84.43	REP. & MAINT. - BUILDING	201.201.223		Groves		073 00185
	CAPITAL BUILDING REPAIRS	84.92	REP. & MAINT. - BUILDING	201.201.223		Groves		073 00241
	CAPITAL BUILDING REPAIRS	11.95	REP. & MAINT. - BUILDING	201.201.223		Groves		073 00245
	CAPITAL BUILDING REPAIRS	35.64	REP. & MAINT. - BUILDING	201.201.223		Groves		073 00254
	EQUIPMENT REPAIRS	47.98	REP. & MAINT. - EQUIPMEN	203.203.221		Groves		073 00451
	LAB SINK FAUCET	338.27	REP. & MAINT. - PLANT	611.611.221		Hanson		073 00178
	BUILDING REPAIRS	14.24	REP. & MAINT. - BUILDING	101.125.223		Homstad		073 00317
	COUPLING NUT	0.08	JANITORIAL SUPPLIES	101.125.236		Homstad		073 00345
	COUPLING NUT	2.91	JANITORIAL SUPPLIES	101.125.236		Homstad		073 00349
	WIFI CAMERA,POWER WASHER	162.08	REP. & MAINT. - BUILDING	101.125.223		Homstad		073 00391
	FLOOR SUPPLIES	31.55	JANITORIAL SUPPLIES	101.125.236		Homstad		073 00510
	RG6 COAX	20.99	PC NETWORK SUPPLIES	101.105.230		Johnson		073 00299
	RIVERSIDE PARK REPAIRS	10.12	REP. & MAINT. - BUILDING	201.201.223		Kirchner		073 00189
	BASKET SUPPLIES	23.70	AGRICULTURAL SUPPLIES	201.201.241		Kortan		073 00198
	BOX/BIN/PEGBOARD	141.33	GARAGE PARTS	801.801.249		Kulhavy		073 00237
	SHOP SHELVEING	429.99	REP. & MAINT. - BUILDING	801.801.223		Kulhavy		073 00285
	REFLECTIVE LETTERS	4.41	GARAGE PARTS	801.801.249		Kulhavy		073 00290
	BROOM, PLIERS	27.96	REP. & MAINT. - BUILDING	101.125.223		Mastalir		073 00053
	FLASHLIGHT	34.98	REP. & MAINT. - BUILDING	101.125.223		Mastalir		073 00186
	LED FIXTURES	145.44	REP. & MAINT. - BUILDING	101.141.223		Mastalir		073 00385
	SAMPLER REPAIR	4.99	REP. & MAINT. - PLANT	611.611.221		McClenen		073 00191
	PVC FITTING	2.11	REP. & MAINT. - PLANT	601.601.221		Miles		073 00377
	GLUE	4.99	REP. & MAINT. - PLANT	601.601.221		Miles		073 00436
	CAPITAL BUILDING REPAIRS	22.48	REP. & MAINT. - BUILDING	201.201.223		Pavel		073 00033
	CAPITAL BUILDING REPAIRS	110.36	REP. & MAINT. - BUILDING	201.201.223		Pavel		073 00110
	CAPITAL BUILDING REPAIRS	72.32	REP. & MAINT. - BUILDING	201.201.223		Pavel		073 00155
	CAPITAL BUILDING REPAIRS	133.19	REP. & MAINT. - BUILDING	201.201.223		Pavel		073 00250
	HARDWARE	1.88	SMALL TOOLS & HARDWARE	201.201.247		Pavel		073 00277
	EQUIPMENT REPAIRS	2.18	REP. & MAINT. - EQUIPMEN	203.203.221		Pavel		073 00327
	SHOP FILTERS	53.92	REP. & MAINT. - BUILDING	201.201.223		Pavel		073 00398
	WEIGHT ROOM REPAIRS	47.98	REP. & MAINT. - EQUIPMEN	203.203.221		Pavel		073 00445
	BUCKET, BRASS FITTING	14.37	REP. & MAINT. - PLANT	601.601.221		Peterson		073 00154
	PLUMBING FITTINGS	55.31	REP. & MAINT. - PLANT	601.601.221		Peterson		073 00174
	SHOP TOWELS	73.93	GARAGE PARTS	801.801.249		Potts		073 00280
	PVC CHECK VALVE	37.77	REP. & MAINT. - PLANT	601.601.221		Rothermel		073 00137
	AIR RELIEF FITTINGS	109.46	REP. & MAINT. - PLANT	601.601.221		Rothermel		073 00139
	BRASS FITTING	2.71	REP. & MAINT. - PLANT	601.601.221		Rothermel		073 00242
	CHECK VALVE	37.77	REP. & MAINT. - PLANT	601.601.221		Rothermel		073 00380

Credit Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
MENARDS YANKTON SD								
	PVC FITTINGS	132.54	REP. & MAINT. - PLANT	601.601.221		Rothermel		073 00388
	AIR HOSE	37.99	SMALL TOOLS & HARDWARE	101.126.247		Ryken		073 00059
	LADDER	105.00	SMALL TOOLS & HARDWARE	101.127.247		Ryken		073 00060
	PLUMBING FITTINGS	102.60	REP. & MAINT. - PLANT	601.601.221		Schantz		073 00354
	CAPITAL BUILDING REPAIRS	12.20	REP. & MAINT. - BUILDING	201.201.223		Schieffer		073 00117
	PARK SUPPLIES	6.65	REP. & MAINT. - BUILDING	201.201.223		Snyder		073 00359
	SHOP SUPPLIES	10.69	REP. & MAINT. - BUILDING	201.201.223		Snyder		073 00400
	GARAGE DOOR LOCK	30.93	REP. & MAINT. - COLLECTI	611.611.226		Tramp		073 00055
	CERTIFICATE FRAMES	33.96	OFFICE SUPPLIES	601.601.232		Tramp		073 00142
	FILL STATION ELBOW	8.89	REP. & MAINT. - DISTRIBU	601.601.226		Tramp		073 00462
	PARTS	8.50	REP & MAINT - CENTRAL GA	101.123.224		Ulmer		073 00057
	SHEET METAL/SCREWS	46.43	GARAGE PARTS	801.801.249		Ulmer		073 00192
	CEMENT AND SMALL TOOL	27.38	REP. & MAINT. - BUILDING	101.123.223		Ulmer		073 00247
		3,511.83	*VENDOR TOTAL					
MERIDIAN EYE CARE								
	NEW HIRE EXAM	50.00	PROFESSIONAL SERVICES	101.111.202		Bailey		073 00257
MG SCIENTIFIC INC								
	STILL HEATING ELEMENT	755.36	REP. & MAINT. - PLANT	611.611.221		Hanson		073 00383
MIDWEST LABORATORIES I								
	SHIPPING	13.00	POSTAGE	611.611.231		Hanson		073 00392
MIDWEST RADIATOR								
	SNOWPLOW BLADE	210.00	REP. & MAINT. - EQUIPMEN	201.201.221		Jensen		073 00162
	ANGLING CYLINDER	597.20	GARAGE PARTS	801.801.249		Nowak		073 00347
	ARGON FOR WELDER	62.70	REP. & MAINT. - DISTRIBU	601.601.226		Tramp		073 00509
		869.90	*VENDOR TOTAL					
NAPA AUTO PARTS								
	SHOP SUPPLIES	4.20	REP. & MAINT. - BUILDING	621.621.223		Bornitz		073 00259
	ANNUAL BELTS	1,044.28	REP. & MAINT. - PLANT	611.611.221		Hanson		073 00378
	CREDIT	17.65CR	REP. & MAINT. - EQUIPMEN	201.201.221		Jensen		073 00223
	BOBCAT REPAIRS	153.90	REP. & MAINT. - EQUIPMEN	201.201.221		Jensen		073 00293
	LIFT TRUCK REPAIRS	74.90	REP. & MAINT. -VEHICLES	201.201.222		Jensen		073 00536
	SHOP SUPPLIES	44.00	GARAGE PARTS	801.801.249		Kulhavy		073 00081
	LENS AND ALARM	85.18	GARAGE PARTS	801.801.249		Kulhavy		073 00289
	RELAY TEST BUDDY	88.55	GARAGE PARTS	801.801.249		Nowak		073 00284
		1,477.36	*VENDOR TOTAL					
NATIONAL ASSOCIATION O								
	NASRO MEMBERSHIP	40.00	MEMBERSHIP DUES	101.111.261		Rothenberger		073 00516
NEWENGLANDDOORCLOSER,								
	DOOR REPAIR	280.50	REP. & MAINT. - BUILDING	101.125.223		Homstad		073 00052
NORTHTOWN AUTOMOTIVE								
	SEAL, SLINGER, BEARING	987.69	GARAGE PARTS	801.801.249		Kulhavy		073 00269

Credit Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
OLIVE GARDEN R00018564	SDPRA CONFERENCE	30.19	TRAVEL EXPENSE	201.201.263		McHenry		073 00466
	SDPRA CONFERENCE	30.18	TRAVEL EXPENSE	203.203.263		McHenry		073 00467
		60.37	*VENDOR TOTAL					
OLSONS PEST TECHNICIAN	PEST CONTROL	93.00	PROFESSIONAL SERVICES	101.142.202		Schmidt		073 00409
OREILLY AUTO PARTS 32	EQUIPMENT REPAIRS	37.46	REP. & MAINT. - EQUIPMEN	201.201.221		Jensen		073 00320
	REFUND: RV SOCKET	19.99CR	GARAGE PARTS	801.801.249		Kulhavy		073 00066
	PRECISION DRIVE SHAFT	351.72	GARAGE PARTS	801.801.249		Kulhavy		073 00075
	UJ STRAP KIT	7.54	GARAGE PARTS	801.801.249		Kulhavy		073 00078
	CONNECTOR	35.99	GARAGE PARTS	801.801.249		Kulhavy		073 00082
	RV SOCKET & CONNECTOR	32.98	GARAGE PARTS	801.801.249		Kulhavy		073 00108
	OIL FILTER	5.29	GARAGE PARTS	801.801.249		Kulhavy		073 00140
	OIL FILTER	5.29	GARAGE PARTS	801.801.249		Kulhavy		073 00172
	HEAT MAGNET	50.64	GARAGE PARTS	801.801.249		Kulhavy		073 00253
	CONNECTOR	37.99	GARAGE PARTS	801.801.249		Kulhavy		073 00267
	LED WORK LIGHTS	265.28	GARAGE PARTS	801.801.249		Kulhavy		073 00395
	POWER CORDS, OIL FILTER	51.42	GARAGE PARTS	801.801.249		Kulhavy		073 00438
	BATTERY, STARTER	400.07	GARAGE PARTS	801.801.249		Kulhavy		073 00458
	FUEL CAP	15.03	GARAGE PARTS	801.801.249		Kulhavy		073 00521
		1,276.71	*VENDOR TOTAL					
OTC BRANDS INC	PROGRAM SUPPLIES	33.98	PROGRAM SUPPLIES	101.142.242		Schmidt		073 00353
OVERDRIVE DIST	E-BOOKS	1,501.99	E-BOOKS	101.142.209		Schmidt		073 00225
	E-BOOK	27.50	E-BOOKS	101.142.209		Schmidt		073 00410
		1,529.49	*VENDOR TOTAL					
PADDLEINTOFITNESS.COM	POSTAGE	44.67	POSTAGE	203.203.231		McHenry		073 00389
PAYMENTCANVASONSALE	OFFICE PHOTO	134.61	OFFICE SUPPLIES	101.104.232		Yardley		073 00534
PAYPAL EBAY US	USB TUNER	19.99	REP. & MAINT. - EQUIPMEN	101.105.221		Johnson		073 00213
PB&J CATERING/BURNT EN	SDPRA CONFERENCE	33.17	TRAVEL EXPENSE	201.201.263		McHenry		073 00491
	SDPRA CONFERENCE	33.16	TRAVEL EXPENSE	203.203.263		McHenry		073 00492
		66.33	*VENDOR TOTAL					
PFEIFER IMPLEMENT CO.	EQUIPMENT REPAIRS	385.16	REP. & MAINT. - EQUIPMEN	201.201.221		Jensen		073 00054
	EQUIPMENT REPAIRS	103.50	REP. & MAINT. - EQUIPMEN	201.201.221		Jensen		073 00065
	EQUIPMENT REPAIRS	45.74	REP. & MAINT. - EQUIPMEN	201.201.221		Jensen		073 00224

Credit Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
PFEIFER IMPLEMENT CO.								
	SNOW BLOWER REPAIRS	24.09	REP. & MAINT. - EQUIPMEN	201.201.221		Jensen		073 00266
	EQUIPMENT SUPPLIES	93.84	REP. & MAINT. - EQUIPMEN	204.204.221		Walsh		073 00056
		652.33	*VENDOR TOTAL					
PHEASANTLAND INDUSTRIE								
	SAFETY APPAREL	450.07	UNIFORMS & DRY GOODS	101.123.244		Bailey		073 00232
	SAFETY APPAREL	275.04	UNIFORMS	631.631.244		Bailey		073 00233
	SAFETY APPAREL	120.08	UNIFORMS & DRY GOODS	601.601.244		Bailey		073 00234
	SAFETY APPAREL	229.08	UNIFORMS & DRY GOODS	201.201.244		Bailey		073 00235
		1,074.27	*VENDOR TOTAL					
PITNEY BOWES								
	POSTAGE	200.00	POSTAGE	101.142.231		Schmidt		073 00406
PRESSURE WASHERS DIREC								
	HOSE REEL	265.98	SMALL TOOLS & HARDWARE	801.801.247		Potts		073 00357
PUSH PEDAL PULL-CORPOR								
	EQUIPMENT REPAIRS	964.76	REP. & MAINT. - EQUIPMEN	203.203.221		McHenry		073 00271
QT 240								
	SDPRA CONFERENCE	30.50	TRAVEL EXPENSE	201.201.263		McHenry		073 00449
	SDPRA CONFERENCE	30.50	TRAVEL EXPENSE	203.203.263		McHenry		073 00450
		61.00	*VENDOR TOTAL					
QUIZNOS #3623								
	TRAVEL EXPENSE	26.23	TRAVEL EXPENSE	101.111.263		Osborne		073 00420
	TRAVEL EXPENSE	27.95	TRAVEL EXPENSE	101.111.263		Osborne		073 00508
		54.18	*VENDOR TOTAL					
RICHIE Z S BRICKHOUSE								
	TRAVEL EXPENSE	49.60	TRAVEL EXPENSE	101.111.263		Foote		073 00021
RIVERSIDE HYDRAULICS I								
	HYDRAULIC END	81.42	GARAGE PARTS	801.801.249		Kulhavy		073 00215
	HOSE AND FITTINGS	377.93	GARAGE PARTS	801.801.249		Nowak		073 00188
	HOSE, FITTINGS, COUPLERS	690.68	GARAGE PARTS	801.801.249		Nowak		073 00205
	WIRE FLEX PULSE HOSE	40.80	GARAGE PARTS	801.801.249		Nowak		073 00246
	WIRE FLEX PULSE HOSE	261.55	GARAGE PARTS	801.801.249		Nowak		073 00414
		1,452.38	*VENDOR TOTAL					
RONS AUTO GLASS								
	WINDSHIELDS	1,248.00	GARAGE PARTS	801.801.249		Kulhavy		073 00430
ROYAL SPORT SHOP								
	PROFESSIONAL SERVICES	32.40	PROFESSIONAL SERVICES	101.107.202		Bailey		073 00530
SD PROPERTY MANAGEMENT								
	REFUNDED SALES TAX	14.95CR	PROFESSIONAL SERVICES	101.101.202		Bies		073 00350

Credit Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
SDBUILDING	CONFERENCE	175.02	CONFERENCE & MEETINGS	101.106.265		Homstad		073 00135
SDMUNCILEAG	SDML DISTRICT MEETING	30.90	CONFERENCE & MEETINGS	101.101.265		Bailey		073 00041
	SDML DISTRICT MEETING	30.88	CONFERENCE & MEETINGS	101.111.265		Bailey		073 00042
	SDML DISTRICT MEETING	30.88	CONFERENCE & MEETINGS	101.106.265		Bailey		073 00043
	SDML DISTRICT MEETING	30.88	CONFERENCE & MEETINGS	101.122.265		Bailey		073 00044
	SDML DISTRICT MEETING	30.89	CONFERENCE & MEETINGS	201.201.265		Bailey		073 00045
		154.43	*VENDOR TOTAL					
SDPOLICECHI	WRITTEN POLICE TESTS	252.23	PROFESSIONAL SERVICES	101.111.202		Orr		073 00419
SHELL OIL10015067019	FUEL	72.27	TRAVEL EXPENSE	101.111.263		Foote		073 00131
SHERATON CONV CTR DINI	SDPRA CONFERENCE	35.46	TRAVEL EXPENSE	201.201.263		McHenry		073 00442
	SDPRA CONFERENCE	35.45	TRAVEL EXPENSE	203.203.263		McHenry		073 00443
		70.91	*VENDOR TOTAL					
SHERATON OVERLAND PARK	SDPRA CONFERENCE	15.00	TRAVEL EXPENSE	201.201.263		McHenry		073 00393
	SDPRA CONFERENCE	15.00	TRAVEL EXPENSE	203.203.263		McHenry		073 00394
	SDPRA CONFERENCE	656.63	TRAVEL EXPENSE	201.201.263		McHenry		073 00525
	SDPRA CONFERENCE	656.63	TRAVEL EXPENSE	201.201.263		McHenry		073 00526
	SDPRA CONFERENCE	656.63	TRAVEL EXPENSE	203.203.263		McHenry		073 00533
		1,999.89	*VENDOR TOTAL					
SHERWIN WILLIAMS 70301	CAPITAL BUILDING REPAIRS	18.18	REP. & MAINT. - BUILDING	201.201.223		Groves		073 00158
	SHOP SUPPLIES	76.55	REP. & MAINT. - BUILDING	201.201.223		Knutson		073 00220
	CAPITAL BUILDING REPAIRS	18.18	REP. & MAINT. - BUILDING	201.201.223		Pavel		073 00076
	CAPITAL BUILDING REPAIRS	44.48	REP. & MAINT. - BUILDING	201.201.223		Pavel		073 00105
	CAPITAL BUILDING REPAIRS	32.19	REP. & MAINT. - BUILDING	201.201.223		Schieffer		073 00145
	CAPITAL BUILDING REPAIRS	18.18	REP. & MAINT. - BUILDING	201.201.223		Schieffer		073 00157
		207.76	*VENDOR TOTAL					
SOCIETYFORHUMANRESOURC	MEMBERSHIP DUES	244.00	MEMBERSHIP DUES	101.107.261		Bailey		073 00276
	MEMBERSHIP DUES	229.00	MEMBERSHIP DUES	101.107.261		Orr		073 00416
		473.00	*VENDOR TOTAL					
SOUTHEASTSD	ADVERTISING	2,875.00	ADVERTISING	202.202.211		McHenry		073 00239
SP A KIDS BOOK ABOUT	BOOKS	201.70	BOOKS	101.142.340		Dobrovolny		073 00032

Credit Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
SP CLEANER FLOORS	JANITORIAL SUPPLIES	24.21	JANITORIAL SUPPLIES	101.125.236		Homstad		073 00337
SP CUTRATEBATTERIES	MOTOROLA BATTERY	197.50	REP. & MAINT. - EQUIPMEN	101.114.221		Nickles		073 00461
SP DERRICK ZOCK	PULL START	21.80	REP. & MAINT. - DISTRIBU	601.601.226		Robinson		073 00473
SQ BUHLS CLEANERS	TOWEL CLEANING SERVICE	542.40	CONTRACTED SERVICES	203.203.204		McHenry		073 00351
	PANT ALTERATIONS	7.00	UNIFORMS	101.111.244		Rothenberger		073 00368
		549.40	*VENDOR TOTAL					
SQ SOUTH DAKOTA NURSE	AGRICULTURAL SUPPLIES	95.00	AGRICULTURAL SUPPLIES	201.201.241		Kortan		073 00367
SQ THE COLLISION CENT	FENDER REPAIR	390.00	GARAGE PARTS	801.801.249		Kulhavy		073 00539
SQ TINTING PROS	PATROL CAR TINTING	349.00	EQUIPMENT	101.111.350		Foote		073 00291
STATE SUPPLY COMPANY I	BOILER PUMP AND PARTS	723.02	REP. & MAINT. - BUILDING	101.125.223		Homstad		073 00219
STURDEVANTS-YANKTON #1	KUBOTA REPAIR	1.16	REP. & MAINT. - EQUIPMEN	201.201.221		Jensen		073 00010
	EQUIPMENT SUPPLIES	6.98	REP. & MAINT. - EQUIPMEN	201.201.221		Jensen		073 00183
	LIFT TRUCK REPAIRS	22.57	REP. & MAINT. -VEHICLES	201.201.222		Jensen		073 00433
	TRUCK REPAIRS	12.98	REP. & MAINT. -VEHICLES	201.201.222		Jensen		073 00446
	OIL FILTER	5.29	GARAGE PARTS	801.801.249		Kulhavy		073 00038
	BRASS FERRULE,HOSE CRIMP	311.89	GARAGE PARTS	801.801.249		Kulhavy		073 00524
	MAG/POWER STEERING	77.97	GARAGE PARTS	801.801.249		Nowak		073 00061
	SEALED BEAM	20.99	GARAGE PARTS	801.801.249		Nowak		073 00087
	HD AIR CONSTRUCTION	51.18	GARAGE PARTS	801.801.249		Nowak		073 00112
	POWER STEERING STOP	4.99	GARAGE PARTS	801.801.249		Nowak		073 00159
	WIPER BLADE	49.99	GARAGE PARTS	801.801.249		Nowak		073 00203
	INDUSTRIAL FILTER	59.86	GARAGE PARTS	801.801.249		Nowak		073 00312
	FILTERS	704.17	GARAGE PARTS	801.801.249		Potts		073 00119
	FILTERS	165.43	GARAGE PARTS	801.801.249		Potts		073 00332
	FILTERS	429.49	GARAGE PARTS	801.801.249		Potts		073 00459
		1,924.94	*VENDOR TOTAL					
SUBWAY 11102	MEETING	51.60	CONFERENCE & MEETINGS	101.102.265		Leon		073 00333
SYTECH INC	XL REPORTER SERVICE	600.00	PROFESSIONAL SERVICES	601.601.202		Chytka		073 00181

Credit Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
THE INTERNATIONAL SOCI	NFPA 1700 CLASS	50.00	LEARNING	101.114.264		Linke		073 00387
THE UPS STORE 6716	SELENIUM SHIPPING	219.96	POSTAGE	611.611.231		Hanson		073 00179
	RADIO SHIPPING	217.16	EQUIPMENT	208.208.350		Johnson		073 00279
	SHIPPING	52.76	REP. & MAINT. - BUILDING	101.125.223		Mastalir		073 00335
	SHIP EVIDENCE	16.17	POSTAGE	101.111.231		Osborne		073 00356
	RETURN POSTAGE	104.43	POSTAGE	203.203.231		Youmans		073 00268
		610.48	*VENDOR TOTAL					
TITAN MACHINERY-YANKTO	EQUIPMENT MAINTENANCE	176.41	REP. & MAINT. - EQUIPMEN	621.621.221		Bornitz		073 00408
	BOBCAT FILTER	52.74	REP. & MAINT. - EQUIPMEN	201.201.221		Jensen		073 00248
	BOBCAT REPAIRS	317.56	REP. & MAINT. - EQUIPMEN	201.201.221		Jensen		073 00384
		546.71	*VENDOR TOTAL					
TMA YANKTON	4 MEDIUM TRUCK TIRES	920.00	GARAGE PARTS	801.801.249		Nowak		073 00085
TRACTOR-SUPPLY-CO #026	K-9 DOG FOOD	83.99	K-9 UNIT MEDICAL CARE	101.111.246		Wilson		073 00444
TRK HOSTING	INTERNET ACCESS	7.95	INTERNET ACCESS	101.105.270		Johnson		073 00307
TRUCK TRAILER SALES &	MUD FLAP BRIDGE	15.50	REP. & MAINT. - BUILDING	201.201.223		Frick		073 00434
	BREAKERS/PIG TAILS/LIGHT	315.06	GARAGE PARTS	801.801.249		Kulhavy		073 00222
	PARTS	1,667.50	GARAGE PARTS	801.801.249		Kulhavy		073 00339
	LIGHT	51.05	GARAGE PARTS	801.801.249		Kulhavy		073 00422
	BREAKER/VALVE/PIN	187.99	GARAGE PARTS	801.801.249		Kulhavy		073 00431
	THERMOSTAT	112.07	GARAGE PARTS	801.801.249		Nowak		073 00001
	REAR SPRING/ NUTS/WASHER	760.00	GARAGE PARTS	801.801.249		Nowak		073 00003
	BLOCK HEATER	104.75	GARAGE PARTS	801.801.249		Nowak		073 00013
	FILTER	34.29	GARAGE PARTS	801.801.249		Nowak		073 00039
	HARNESS AND LIGHT	122.44	GARAGE PARTS	801.801.249		Nowak		073 00118
	RETURN	369.75CR	GARAGE PARTS	801.801.249		Nowak		073 00148
	ASSEMBLY AND FENDER	529.59	GARAGE PARTS	801.801.249		Nowak		073 00169
	RELAY	23.90	GARAGE PARTS	801.801.249		Nowak		073 00263
	SWITCH HOUSING,SEAT BELT	583.61	GARAGE PARTS	801.801.249		Nowak		073 00302
	BRAKE PART/CAN	103.50	GARAGE PARTS	801.801.249		Nowak		073 00523
		4,241.50	*VENDOR TOTAL					
USCUTTER	VINYL CUTTER	57.96	REP. & MAINT. - EQUIPMEN	101.125.221		Homstad		073 00318
	VINYL CUTTER	437.19	REP. & MAINT. - EQUIPMEN	101.125.221		Homstad		073 00348
	REFUNDED SALES TAX	26.68CR	REP. & MAINT. - EQUIPMEN	101.106.221		Homstad		073 00358
		468.47	*VENDOR TOTAL					

Credit Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
USPS PO 4698100078	POSTAGE	32.10	POSTAGE	101.111.231		Osborne		073 00106
	POSTAGE	25.20	POSTAGE	101.142.231		Schmidt		073 00465
		57.30	*VENDOR TOTAL					
VIDDLER INC	VIDEO HOSTING	41.49	PROFESSIONAL SERVICES	101.101.202		Johnson		073 00244
VZWRLLS MY VZ VB P	INTERNET ACCESS	80.02	TELEPHONE	101.114.271		Johnson		073 00170
	INTERNET ACCESS	80.02	INTERNET ACCESS	101.105.270		Johnson		073 00171
	INTERNET ACCESS	987.27	INTERNET ACCESS	101.105.270		Johnson		073 00173
	INTERNET ACCESS	57.48	INTERNET ACCESS	101.105.270		Johnson		073 00180
		1,204.79	*VENDOR TOTAL					
WAL-MART #1483	PROGRAM SUPPLIES	69.85	RECREATION SUPPLIES	701.701.242		Dobrovolny		073 00255
	EMPLOYEE APPRECIATION	19.36	CONFERENCE & MEETINGS	101.101.265		Larson		073 00074
	FITNESS FRIDAY	23.20	RECREATION SUPPLIES	203.203.242		McHenry		073 00328
	OFFICE SUPPLIES	94.49	OFFICE SUPPLIES	203.203.232		McHenry		073 00329
	SHARPIES	9.74	OFFICE SUPPLIES	101.111.232		Rothenberger		073 00211
	GLASS CLEANER	13.76	REP. & MAINT. -VEHICLES	101.111.222		Rothenberger		073 00212
	TRIPLE A BATTERIES	19.98	REP. & MAINT. - EQUIPMEN	101.111.221		Rothenberger		073 00432
	OFFICE SUPPLY RETURN	14.98CR	OFFICE SUPPLIES	101.142.232		Schmidt		073 00258
	FRUIT	43.33	RECREATION SUPPLIES	203.203.242		Wattier		073 00151
	EXERCISE EQUIPMENT	140.13	RECREATION SUPPLIES	203.203.242		Wattier		073 00152
		418.86	*VENDOR TOTAL					
WALGREENS #9806	PROGRAM SUPPLIES	9.58	PROGRAM SUPPLIES	101.142.242		Schmidt		073 00512
WALMART.COM 8009666546	DESK PARTS	206.35	EQUIPMENT	101.104.350		Yardley		073 00146
WM SUPERCENTER #1483	EMPLOYEE APPRECIATION	55.50	PROFESSIONAL SERVICES	101.101.202		Bailey		073 00457
	OFFICE SUPPLIES	9.96	OFFICE SUPPLIES	101.122.232		Goeden		073 00130
	MEETING	30.00	CONFERENCE & MEETINGS	101.102.265		Leon		073 00373
	OFFICE SUPPLIES	75.30	OFFICE SUPPLIES	101.111.232		Osborne		073 00116
	PROGRAM SUPPLIES	120.11	PROGRAM SUPPLIES	101.142.242		Schmidt		073 00164
	SUMMER READING PROGRAM	314.18	RECREATION SUPPLIES	701.701.242		Schmidt		073 00165
	SUMMER READING	7.50	RECREATION SUPPLIES	701.701.242		Schmidt		073 00281
	OFFICE SUPPLIES	55.60	OFFICE SUPPLIES	101.142.232		Schmidt		073 00282
	PROGRAM SUPPLIES	22.74	PROGRAM SUPPLIES	101.142.242		Schmidt		073 00283
	CERTIFICATION FRAMES	37.40	OFFICE SUPPLIES	601.601.232		Tramp		073 00080
	FRUIT/REC SUPPLIES	84.12	RECREATION SUPPLIES	203.203.242		Wattier		073 00062
		812.41	*VENDOR TOTAL					
WPY FIRENUGGETS INC	FIRE CONFERENCE	325.00	LEARNING	101.114.264		Linke		073 00397

Credit Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
YANKTON JANITORIAL	JANITORIAL SUPPLIES	283.15	JANITORIAL SUPPLIES	101.125.236		Mastalir		073 00311
YANKTON MEDICAL CLINIC	NEW HIRES/RANDOM TESTING	192.00	PROFESSIONAL SERVICES	101.111.202		Bailey		073 00226
	NEW HIRES/RANDOM TESTING	60.00	PROFESSIONAL SERVICES	101.106.202		Bailey		073 00227
	NEW HIRES/RANDOM TESTING	60.00	PROFESSIONAL SERVICES	101.111.202		Bailey		073 00228
	NEW HIRES/RANDOM TESTING	227.00	PROFESSIONAL SERVICES	101.111.202		Bailey		073 00229
	NEW HIRES/RANDOM TESTING	40.20	PROFESSIONAL SERVICES	101.105.202		Bailey		073 00230
	NEW HIRES/RANDOM TESTING	19.80	PROFESSIONAL SERVICES	101.111.202		Bailey		073 00231
		599.00	*VENDOR TOTAL					
YANKTON REXALL DRUG	LAB EQUIPMENT SHIPPING	18.02	POSTAGE	611.611.231		Hanson		073 00121
YANKTON WINNELSON CO	GARAGE HEATER FAN	271.70	REP. & MAINT. - PLANT	611.611.221		Hanson		073 00023
	SHOP SUPPLIES	79.95	REP. & MAINT. - BUILDING	201.201.223		Kirchner		073 00407
		351.65	*VENDOR TOTAL					
YANKTONMEDIAINC	CMAR NOTICE	48.68	PUBLISHING	611.611.211		Bailey		073 00030
YEARLI.COM	ACA FILING	589.68	PROFESSIONAL SERVICES -	101.104.202		Yardley		073 00411
YESWAY 1176	FUEL	56.95	TRAVEL EXPENSE	101.111.263		Foote		073 00017
1 OFFICE SOLUTION	STAMPERS	19.25	RECREATION SUPPLIES	203.203.242		McHenry		073 00319
230 HARDEES MITCHELL	TRAVEL EXPENSE	21.05	TRAVEL EXPENSE	101.111.263		Osborne		073 00401

Credit Card Schedule of Bills

VENDOR NAME								
DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID LINE
REPORT TOTALS:	93,640.45							

RECORDS PRINTED - 000531

Credit Card Schedule of Bills

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
101	GENERAL FUND	32,370.72
201	PARKS AND RECREATION	7,304.18
202	HUETHER FAMILY AQUATICS CTR	3,094.12
203	SUMMIT ACTIVITY CENTER	7,503.56
204	MARNE CREEK	837.80
208	911/DISPATCH	217.16
601	WATER OPERATION	5,839.49
602	WATER RENEWAL/REPLACEMENT	5,137.08
611	WASTE WATER OPERATION	11,091.70
621	CEMETERY OPERATION	280.56
631	SOLID WASTE	455.99
637	JOINT POWER	398.65
701	LIBRARY TRUST	1,103.51
801	CENTRAL GARAGE	18,005.93
TOTAL ALL FUNDS		93,640.45

BANK RECAP:

BANK	NAME	DISBURSEMENTS
1DAK	FIRST DAKOTA NAT'L BANK CORP	93,640.45
TOTAL ALL BANKS		93,640.45

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

DATE APPROVED BY

.....

.....



OFFICE OF THE CITY MANAGER

www.cityofyankton.org

VOL. 58 NUMBER 5

Commission Information Memorandum

The Yankton City Commission meeting on Monday, March 13, 2023 will begin at 7:00 pm.

Non-Agenda Items of Interest

1) Community & Economic Department Update

Staff is taking a proactive approach to election related sign education with a new mailing. All candidates for the upcoming municipal election have received a friendly letter and full color handout outlining the temporary signage rules in the City of Yankton, focusing particularly on signage in the public right-of-way. We hope this proactive outreach will encourage candidates to work with their supporters on property sign placement. The information will include city staff contact information for any questions candidates or their supporters might have. There is no fee or permit required for this process; the size and placement just need to meet ordinance requirements. We are now within the 75-day window for placement of temporary signs for the April 11th municipal election.

2) Finance Department Update

The six candidates running for the three open commission seats in the April 11th municipal election will be on the ballot in the following order: Brian Hunhoff, Stephanie Moser, Thomas J. Bixler, Tony Maibaum, Charlie Gross, and Ben Brunick. March 27 is the deadline for voter registration in order to participate in this year's municipal election. Absentee voting will be available March 27 through April 10, 2023 from 8:00 AM to 5:00 PM at the City Hall Gym. The two vote centers for Election Day, April 11, will be located at City Hall Gym and the North Fire Station #2. Polls will be open from 7:00 AM to 7:00 PM.

The Finance Office underwent its annual SDML Workers' Compensation audit on February 15, 2023 with no issues. The City of Yankton is prepping for another Purple Wave online government surplus auction which is scheduled for May 2, 2023. Stay tuned for a future list and surplus resolution.

3) Environmental Services Department Update

The EDA project at the wastewater plant continues to move forward as the John T Jones Construction employees are back onsite and have begun installing the aeration pumps. Thompson Electric is also onsite and continues to work on the electrical improvements. The project is still being delayed due to long lead times on the electrical switch gear.

The RFQ/P advertisement is out for the CMAR procurement. Two potential CMAR contractors have confirmed with City staff their intent to submit a proposal on the project. Due to the number of projects and the limited number of contractors available to do this specialized work, it was important to move forward with the CMAR procurement as soon as possible.

4) Fire Department Update

Yankton Volunteers assisted the Irene Fire Department with a two-vehicle accident involving two tractor-trailers on SD 46 last week. Fortunately, there were no serious injuries and no extrication was required. Larry Nickles arrived on the scene and assisted with traffic control for several hours while the other responding Yankton Firefighters returned to service.

A contingent of members attended training conducted by Chief Linke on the topics of education in strategy and tactics, leadership, and incident command principles. This was the second delivery of the course intended to prepare volunteers for future leadership roles.

Eleven applications for membership to the Yankton Volunteer Fire Department have been received. Chief Linke and a team of volunteers will begin processing the applications, interviewing candidates, and identifying three to four members to begin a probationary period on or about the middle of July.

5) Human Resources & Employee Engagement Department Update

Police Officer Brett Craig began work on February 27. The position for full time police officers has been closed with several applicants continuing in the background process.

Summer seasonal positions have been opened. We are accepting applications for a variety of positions. Preference will be given to applications received by April 1. Positions will be then be filled as needed during the season from applications on file. Interested applicants can visit cityofyankton.org. There is a link to our employment application under "Employment". If this option is not available to an applicant, please contact the HR office (668-5222) and an application will be mailed out.

Employee Committee members arranged snack and treat baskets for all departments and employees for Employee Appreciation Day on March 3.

6) Library Update

We have had complaints for many years about individuals smoking near the library entrances. After years of trying to remind people to smoke further away from the library doors, the decision was made by the Yankton Community Library Board to make the property tobacco- and smoke-free as of April 2023. This would include the parking lot and grassy areas between the building and parallel sidewalks. We have posted signs to let people know this change will go into effect in April and have received several positive comments. We are excited to create a more welcoming entrance into the building!

One of our most popular events over the last several years has been our Oscar Movie Marathons. This year we will be showing eight nominated movies between the weekends of March 11-12 and March 18-19. There is no fee to attend and light refreshments will be available.

7) Police Department Update

Officer Brett Fishel and Officer Jordan Maxon have successfully completed all required training and are officially on their own patrolling the streets. We will continue to develop these officers but they no longer require anyone to ride with them during their shifts. The South Dakota Law Enforcement Standards had an unexpected opening at the academy. Jorge Ledezma, who had begun some in-house training, accepted this opening and has begun his Law Enforcement Certification training. Brett Craig started in-house training and is scheduled to be sworn in on April 21, 2023 at 11:00 a.m.

As we get closer to our goal of being full staff we will start looking to fill open positions within the department starting with Investigation. Interviews for the open position of Detective were held on March 7.

We continue to work with our local retailers on solutions to curb shoplifting. On March 8 a meeting was held with our local retailers and a representative from Tip411, an internet based application which allows individuals to submit anonymous tips to the police department via text message, email, or the app. Tip411 also allows the police department to push out information to the public on suspects of crimes in an attempt to identify them. Because of our work, Walmart recognized the department by bringing in a box of specially decorated cookies as a sweet treat and information on their grants program.

We have been paying close attention to bills brought forward in this year's legislative session. We have provided input to our representatives on laws that we feel need support and those that we feel should be opposed. As these bills get signed or vetoed by the Governor, we will prepare staff to make required changes at the City of Yankton Police Department.

Sheriff Crissey and Chief Foote participated in the Joint City and County meeting sharing how both their departments and the community benefit from their collaboration as they communicate weekly and work to improve community safety.

8) Public Works Department Update

Street department staff continue to perform winter maintenance projects on equipment and the streets. As the weather allows, crews have been trimming alley trees and tending to potholes in the streets throughout the community.

Public Works staff are preparing the contract documents for the 15th Street paving project in order to have everything in place for the contractor to get started on the project as soon as the weather allows.

Fenton Construction is making progress on the Marne Creek Bank Stabilization project. The contractor is currently working in Reach A, which is from the Missouri River to Highway 50. The area north of the City of Yankton Street Department has been graded with fabric, and riprap has been installed.

Engineering staff continue design work for 2023 projects. The Douglas Avenue reconstruction project from Levee Street to 2nd Street is currently advertised. The closing date for bids is March 16, 2023.

Yankton Citywide Cleanup is scheduled to begin curbside pickup April 3, 2023. Placing items curbside before March 25 is not permitted. Items placed curbside before March 25 may be removed at the property owner's expense. At no additional cost, residents on City solid waste collection routes may participate by placing items into sorted piles (by type) at their homes. Please have items placed curbside by your regular collection day. Piles should be located directly in front of your property, not in the street, alley, or neighboring property. The transfer station will be accepting no charge drop-off from regular collection route customers March 11 through April 8 during normal operating hours, Monday-Friday 8:00 am – 3:45 pm and Saturday 8:00 am – 11:45 am. Items not eligible for disposal include tires, grass clippings, leaves, recyclables, refrigerator, air conditioners, dehumidifiers, paint, chemicals or household hazardous waste, oils, and batteries. Motor oil may be taken to the transfer station and disposed of free of charge year round. Please place solid waste and recycle roll carts for regular collection at your normal collection point and away from piles. For more information on

citywide cleanup and transfer station hours, visit <http://www.cityofyankton.org> or call (605) 668-5211. Enclosed in this packet is an informational flyer for the Household Hazardous Waste Collection Event scheduled for Saturday, April 15, 2023.

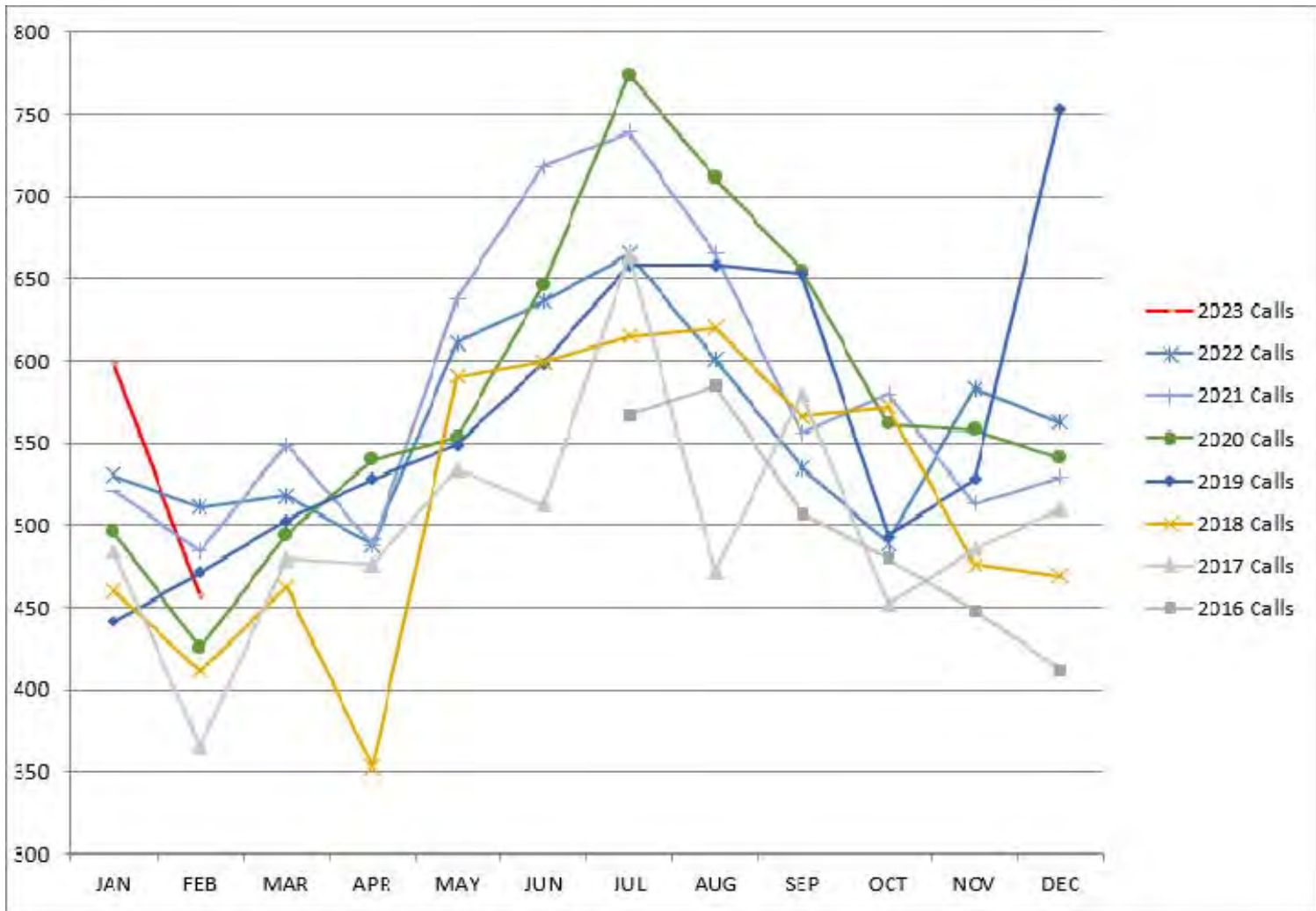
9) Parks and Recreation Department Update

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

10) Information Services Department Update

The 2024 budget timeline is included in this packet for your review.

911 calls year-to-date are up slightly (1.2%) after a very busy January.



11) Monthly reports

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

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

Sincerely,
Amy Leon
City Manager

2023 Household Hazardous Waste Collection Event

The City of Yankton will be holding its annual Household Hazardous Waste (HHW) Collection Event on Saturday, April 15th, 2023 from 9:00AM-1:00PM at the Yankton Transfer Station. This event is offered to residents as an opportunity to safely and easily dispose of common household hazardous materials that could potentially cause environmental and public health hazards if disposed of improperly.

Event Details:

When: Saturday, April 15th, 2023; 9:00AM-1:00PM

Collection Location:

Yankton Transfer Station
1200 West 23rd Street

Cost: \$15 per vehicle. Please bring exact change to help lines move faster. Make checks payable to City of Vermillion. Sorry, no credit/debit cards accepted.

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

Examples of Household Hazardous Waste Include:

Household Products & Garden

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

Garage & Workshop

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

Please do NOT bring:

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

For more information, please visit our website www.cityofyankton.org or call 605-668-5211.

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



EQUAL OPPORTUNITY EMPLOYER

Commission Information Memorandum

PARKS AND RECREATION DEPARTMENT

SUMMIT ACTIVITIES CENTER and RECREATION PROGRAMS

Summit Activities Center Membership Information:

	Current	Last	Change
○ Active & Fit/Renew Active/Silver Sneakers	109	105	4
○ Adult Annual	35	31	4
○ Adult EFT	40	39	1
○ Adult Monthly	172	193	-21
○ City of Yankton Single	45	45	0
○ Firefighter Single	21	21	0
○ 10 Use Punch card	55	54	1
○ Individual Annual	175	186	-11
○ Individual Corporate	0	0	0
○ Individual Monthly	38	38	0
○ Youth Annual	23	21	2
○ Youth EFT	16	16	0
○ Youth Monthly	125	112	13
Total # of Active Members	854	861	-7

❖ Attendance – 3,235 (2,101 SAC, 1,134 GL) compared to 1,706 (SAC only) in 2022

❖ Total Cash Revenue at the SAC 2/16-28/23 – \$13,881.78 compared to \$12,389.40 in 2022

- Aqua Zumba
 - Participation – 33 Participants (82 for the Month)
- H2O Sculpt
 - Participation – 8 Participants (50 for the Month)
- Power Abs
 - Participation – 38 Participants (85 for the Month)
- Prime Time Senior Class
 - Participation – 8 Participants (55 for the Month)
- Strength & Flexibility
 - Participation – 26 Participants (57 for the Month)
- STRONG Nation
 - Participation – 7 Participants (15 for the Month)

- Tabata
 - Participation – 36 Participants (88 for the Month)
- Trim & Tone
 - Participation – 22 Participants (51 for the Month)
- Turbo Kick
 - Participation – 19 Participants (38 for the Month)
- Water Aerobics Classes
 - Participation – 83 Participants (169 for the Month)
- Work Out Express Class
 - Participation – 15 Participants (28 for the Month)
- Zumba
 - Participation – 25 Participants (63 for the Month)
- Zumba Gold
 - Participation – 54 Participants (107 for the Month)
- Birthday Party Rentals
 - Participation – 8 Birthday Parties (21 for the Month)
- Auxiliary/Main Gym Rentals
 - Hours Rented – 20 Hours (53 Hours for the Month)
- Theater Rentals
 - Hours Rented – 7 Hours (15 Hours for the Month)
- ❖ Meeting Rooms
 - Hours Rented – 0 Hours
- ❖ City Hall Rentals
 - Hours Rented – 8 Hours
- ❖ Capital Building Rentals
 - Days Rented – 0
- ❖ Park Shelters
 - Riverside - 0 Rentals
 - Memorial – 0 Rentals
 - Westside – 0 Rental
 - Meridian Bridge – 0 Rental

- Entire Month of February
 - The Annual Get Up and Play Month
 - \$3 Day Passes to the SAC
 - Encourage everyone in the Yankton area to “Get Up and Play” in February
- Pickle ball courts are available at the SAC for morning play. A third court has been added.
- Luke has begun evaluating musical acts for the 2023 season of Music at the Meridian.
- Luke is working on the fireworks order for July 4. He is planning to have the fireworks display from the upper deck of the Meridian Bridge.
- The Recreation Staff have begun working on a digital summer recreation brochure for 2023.

Thursday, February 16, 2023

- **SAC Winter Swim Lessons Ended 2023**
 - Participants – 100 (88 – 2022)

Saturday February 18, 2023

- **Auxiliary and Main Gyms closed for annual Hansen Haas Basketball Tournament**

Monday, February 20, 2023

- **President’s Day holiday. SAC open 5am-9pm**
- **No School Special 1-5pm – 131 Paid**

Leagues that have concluded by February 28, 2023

- **Women’s Competitive Volleyball League**
 - Revenue - \$4,200.00 – 14 Teams (11 Teams in 2022)
- **Women’s Just For Fun Volleyball League**
 - Revenue - \$1,800.00 – 6 Teams (8 Teams in 2022)
- **Men’s Volleyball League**
 - Revenue - \$1,800.00 – 6 Teams (5 Teams in 2022)
- **Coed Volleyball League**
 - Revenue - \$4,500.00 – 15 Teams (17 Teams in 2022)

PARKS

The Parks Department is utilizing Planning and Development District III staff to write and apply for grants to help with conversion of the tennis courts to pickle ball courts at Westside Park. A Wellmark Grant, an AARP Grant, and a Land, Water, and Conservation Fund Grant are all being submitted this spring.

The Parks, Trails, and Cemetery staff have been removing snow and ice as needed from City properties, trails, parking lots and public right-of-ways.

Staff is examining the 2023 Capital Budget and planning to make purchases for budgeted items.

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

The Emerald Ash Borer has been found in the Dakota Dunes. A quarantine zone extending from the Dakota Dunes all the way north of Sioux Falls has been created along the SD border counties. Yankton County has yet to find the ash borer in any trees.

The parks staff will be taking down holiday decorations as weather permits.

City of Yankton Building Report

Permits Issued in the month of February, 2023

Issue Date	Permit #	Owner Name & Address	Use	Valuation	Contractor Name & Address	Fees
02/01/2023	BLDG-23-0008	Nohr, Jeff 700 PINE ST	Single Family Home - Alteration/Repair- Interior Remodel	\$12,200.00	Nohr, Jeff 700 PINE ST YANKTON, SD 57078	\$76.50
02/02/2023	BLDG-23-0009	NIELSEN, MARK L 2306 WALNUT ST	Single Family Home - Alteration/Repair- Bathroom Remodel	\$25,000.00	Jimmy B's Carpentry 2906 Master Avenue YANKTON, SD 57078	\$124.50
02/03/2023	BLDG-23-0010	BALFANY, TAIT J 110 1/2 WEST 6 ST	Demolition	\$0.00	LaCroix Construction & Excavation 119 CEDAR LANE Yankton, SD 57078	\$20.00

(February 2023) Total Valuation: \$37,200.00

Total Fees: \$221.00

(February 2022) Total Valuation: \$1,115,811.00

(2023) to Date Valuation: \$190,700.00

(2022) to Date Valuation: \$1,601,343.80

Salaries by Department: February 2023

ADMINISTRATION	\$58,465.78
FINANCE	\$38,115.61
COMMUNITY DEVELOPMENT	\$30,162.80
POLICE/DISPATCH	\$204,725.60
FIRE	\$15,049.46
ENGINEERING / SR. CITIZENS	\$47,144.29
STREETS	\$65,810.95
SNOW & ICE	\$0.00
TRAFFIC CONTROL	\$5,264.39
LIBRARY	\$36,881.73
PARKS / SAC	\$84,417.50
HUETHER AQUATICS	\$0.00
MARNE CREEK	\$7,897.69
WATER	\$47,286.07
WASTEWATER	\$45,897.16
CEMETERY	\$5,293.54
SOLID WASTE	\$35,317.41
LANDFILL / RECYCLE	\$25,590.80
CENTRAL GARAGE	\$9,781.05
	\$763,101.83

Personnel Changes

New Hires

Police Department: Jorge Ledezma, Officer, \$2,072.62 biweekly; Brett Craig, Officer, \$2,072.62 biweekly.

Wage Changes

Finance Department: Sara VanderTuig, Finance Generalist, \$1,850.23 to \$1,873.57 biweekly. Parks and Recreation Dept: Carole Kling, Water Safety Instructor, \$11.00 to \$14.00/hour.

Position Changes

February 2023	
YPD	
Calls For Service	
911 HANG UP	4
911 OPEN	5
ALARM	13
ALCOHOL	6
AMBULANCE	24
ANIMAL	43
ASSAULT	7
ASSIST	4
BOND VIOLATION	1
BURGLARY RESIDENTIAL	2
CHILD ABUSE	1
CIVIL DISPUTE	17
DISORDERLY CONDUCT	25
DOMESTIC VIOLENCE	20
DRIVING COMPLAINT	10
DRIVING COMPLAINT 911	6
DRUG	14
ESCORT	6
EVENT STANDBY	1
EX PATRL	4
FAMILY OFFENSE	6
FIGHT	4
FIRE ALL CALL	2
FIRE ON CALL	2
FOREIGN AID	13
FRAUD	18
GAS DRIVE OFF	1
HARASS	14
HIT&RUN	15
INFORMATION	29
INSPECT	2
JUV	17
LITTER	1
LOCK DOWN DRILL	3
LOST & FOUND	8
MENTAL ILLNESS	10
MISC	3
MOTOR ASSIST	12
NOISE COMPLAINT	3
OPN DOOR	1
PARKING	22
PAROLE/PROBATION	11
PRIVATE PROPERTY COLLISION	4
PROPERTY	1
PROTECTION ORDER	5
PURSUIT	1
REQUEST	1
RUNAWAY	3
SAFETY TALK	2
SEX CRIME	3
SIG 2	20
SIGNAL 1 INJURY	2
SUICIDE	5
SUSP ACTIVITY	3
SUSPICIOUS PERSON/VEHICLE	42
THEFT	25
THREAT	8
TRAFFIC CONTROL	1
TRAFFIC STOP	226
TRESPASS	7
TRUANCY	6
VANDALISM	4
VEHICLE/ROAD COMPLAINT	7
WALKAWAY	1
WARRANT	10
WEAPONS	3
WELFARE CHECK	53
Total	853

Adult Arrests:
Individuals Arrested: 75
Of Charges: 123

Juvenile Arrests:
Individuals Arrested: 4
Of Charges: 5

Total Citations: 85

February 2023
YPD
Activity Report

	GENERAL SUMMARY			
	THIS MONTH		Year To Date	
	This Year	Last Year	This Year	Last Year
POLICE INCIDENTS	853	850	1844	1600
SHERIFF INCIDENTS	179	137	429	273
AMBULANCE CALLS (YPD)	24	18	52	36
FIRE / HAZMAT CALLS	4	9	7	17
FOREIGN AID CALLS	13	19	32	37
ALARMS	13	7	23	25
ANIMAL CALLS / COMPLAINTS	43	37	83	85
ANIMALS CLAIMED OR IMPOUNDED (HHS)	14	8	24	18
ANIMALS DISPOSED	0	0	0	0

	ACCIDENT SUMMARY			
	THIS MONTH		Year To Date	
	This Year	Last Year	This Year	Last Year
STATE REPORTABLE	18	20	39	34
NON REPORTABLE AND HIT & RUN	16	25	54	36
SIGNAL 1 INJURY	2	3	6	5
# PERSONS INJURED	4	4	7	7
FATALITIES	0	0	0	0
PEDESTRIAN ACCIDENT	0	0	0	0

February 2023

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		21	21	24	44	39
CARELESS DRIVING		2	2	1	5	2
EXHIBITION DRIVING	1		1	3	2	3
SPEEDING	1	27	28	26	54	34
STOP SIGN, RED LIGHT VIOLATION		3	3	0	12	4
ANIMALS AT LARGE			0	0	0	0
MAINTENANCE OF FINANCIAL RESPONSIBILITY		4	4	13	21	19
OPEN CONTAINER		2	2	5	4	6
CONSUMPTION UNDERAGE (18-20 yoa)			0	1	2	1
LIQUOR VIOLATIONS / FURNISHING ALCOHOL TO A MINOR			0	1	0	2
MISDEAMEANOR DRUG VIOLATIONS (POSS. OF DRUG PARAPH)		5	5	16	19	33
TOBACCO VIOLATIONS		1	1	6	5	11
PETTY THEFT UNDER \$400			0	8	8	14
INTENTIONAL DAMAGE TO PROPERTY			0	0	0	0
OTHER VIOLATIONS	5	13	18	34	44	50
TOTAL TRAFFIC CITATIONS	7	78	85	138	220	218

February 2023

YPD

Adult Arrest

	THIS MONTH		YEAR TO DATE	
	This Year	Last Year	This Year	Last Year
HOMICIDE/MURDER	0	0	0	0
RAPE	0	0	0	0
ROBBERY	0	0	0	0
DUI	12	13	26	22
DRIVING UNDER REVOCATION	4	4	7	6
BURGLARY	0	0	0	0
ASSAULT AGGRAVATED	1	0	1	1
ASSAULT SIMPLE	2	2	5	3
CRIMES AGAINST FAMILY / DOMESTIC VIOLENCE	4	5	9	8
DISORDERLY CONDUCT	1	1	1	1
SEXUAL CONTACT/SEX OFFENSES	0	0	0	0
THEFT PETTY	2	2	2	4
THEFT GRAND	1	0	1	2
THEFT AUTO	0	0	1	0
FORGERY & COUNTERFEITING	2	3	2	3
FRAUD	0	0	0	0
EMBEZZLEMENT	0	0	0	0
INTENTIONAL DAMAGE	0	0	0	1
NARCOTIC DRUG CHARGES	20	17	40	31
LIQUOR ARRESTS	2	0	2	2
WEAPONS VIOLATION	0	1	0	1
WARRANTS	24	18	46	36
PROTECTIVE CUSTODY	0	0	0	0
ALL OTHER OFFENSES	44	56	85	80
TOTAL ADULT ARRESTS	119	122	228	201

February 2023
YPD
Juvenile Arrests

	THIS MONTH		YEAR TO DATE	
	This Year	Last Year	This Year	Last Year
CURFEW	0	2	1	3
RUNAWAY	2	0	3	1
MIC	0	0	2	0
DUI	0	0	0	0
LIQUOR ARRESTS	0	0	0	0
MURDER	0	0	0	0
RAPE	0	0	0	0
ROBBERY	0	0	0	0
BURGLARY	0	0	0	0
ASSAULT AGGRAVATED	0	0	0	0
ASSAULT SIMPLE	0	0	2	1
CRIMES AGAINST FAMILY/ DOMESTIC VIOLENCE	0	0	0	0
DISORDERLY CONDUCT DISTURBANCE OF SCHOOL	0	5	6	7
SEXUAL CONTACT / SEX OFFENSES	0	0	0	0
THEFT PETTY	0	0	0	0
THEFT GRAND	0	0	0	0
THEFT AUTO	0	0	0	0
FORGERY & COUNTERFEITING	0	0	0	0
FRAUD	0	0	0	0
EMBEZZLEMENT	0	0	0	0
INTENTIONAL DAMAGE	0	0	0	0
NARCOTIC DRUG CHARGES	2	0	2	0
WEAPONS VIOLATIONS	0	0	0	0
ALL OTHER OFFENSES	1	0	2	0
TOTAL JUVENILE ARRESTS	3	7	18	12

NOTICE OF HEARING UPON APPLICATION
FOR SALE OF ALCOHOLIC BEVERAGES

NOTICE IS HEREBY GIVEN that an application has been received by the Board of City Commissioners of the City of Yankton, South Dakota, for a Special Events Retail (on-sale) Liquor License for 1 day, April 1, 2023, from Ben's Brewing Co. (Ben Hanten, Owner), 222 West 3rd Street, Sacred Heart Gala, St. Benedict Church Dining Room, 1500 Saint Benedict Drive, Yankton, SD 57078.

NOTICE IS FURTHER GIVEN that a Public Hearing upon the application will be held on March 27, 2023 at 7:00 p.m. in the City of Yankton Community Meeting Room at the Career Manufacturing Technical Education Academy, 1200 West 21st Street, Yankton, South Dakota, where any person or persons interested in the approval or rejection of the above application may appear and be heard.

Dated at Yankton, South Dakota,
This 13th day of March, 2023.



Al Viereck
FINANCE OFFICER

NOTICE OF HEARING UPON APPLICATION
FOR SALE OF ALCOHOLIC BEVERAGES

NOTICE IS HEREBY GIVEN that an application has been received by the Board of City Commissioners of the City of Yankton, South Dakota, for the transfer of ownership and location for a Retail (on-off sale) Malt Beverage & SD Farm Wine License for July 1, 2022, to June 30, 2023, from Zaccon, Inc. (Robert A Zacher, President), d/b/a Roadrunner Convenience Mart, 300 West 23rd Street, Suite II, to Diggers, Inc. (Larry Olson, Partner) d/b/a Diggers 2.0, 511 West 4th Street, Suite B, Yankton, SD 57078.

NOTICE IS FURTHER GIVEN that a Public Hearing upon the application will be held on Monday, March, 27, 2023 at 7:00 p.m. in the City of Yankton Community Meeting Room at the Career Manufacturing Technical Education Academy, 1200 West 21st Street, Yankton, South Dakota, where any person or persons interested in the approval or rejection of the above application may appear and be heard.

Dated at Yankton, South Dakota,
this 13th day of March, 2023.



Al Viereck
FINANCE OFFICER

Memorandum #23-40

To: City Manager
From: Finance Department
Date: March 3, 2023
Subject: Special Events Liquor License-SDJCI


We have received an application for a Special Events (on-sale) Liquor License for 3 days, April 14-16, 2023 from SDJCI Senate, (Cindy Crooks, President) dba SDJCI Senate, NFAA, 800 Archery Lane, Yankton, South Dakota.

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 #23-39

To: Yankton City Commission
From: Amy Leon, City Manager 
Subject: Ninth Amendment to the Joint Powers Agreement
Date: March 2, 2023

The cities of Yankton and Vermillion as well as the counties of Yankton and Clay entered into a joint powers agreement in 1994. The operating agreement has had eight amendments over time. The members of the Joint Powers Board are:

Yankton City Commissioner	Vermillion City Council Member
Yankton resident	Vermillion resident
Yankton County Commissioner	Clay County Commissioner
Yankton County resident	Clay County resident
Yankton City Manager	Vermillion City Manager

The Yankton and Vermillion Finance Officers serve as the secretary-financial advisors for the Board.

The purpose of the agreement was to establish a system to jointly operate a solid waste disposal and recycling system. There are currently three main facilities for the Joint Powers operation. A transfer station in Yankton collects trash from the Yankton City collection and private haulers for transportation to the landfill. The landfill and Vermillion recycling center are also part of the Joint Powers operation.

Included in the 2023 Joint Powers Budget is funding for the construction of a leachate pond. To fund the improvements estimated at \$1,043,200 Joint Powers has applied for a \$1,043,200 SRF loan which was approved by the Department of Agriculture and Natural Resources (DANR) Board at their meeting in January 2023. This project has also applied for grant funds to offset the costs. The DANR Board will consider this application at the March 2023 board meeting.

The DANR loan is contingent upon the four parties of the joint powers agreement each adopting an amendment to the agreement recognizing the new loan. A copy of the amendment is attached. The main point of the amendment is to stipulate that the Joint Powers agreement will not be dissolved prior to the repayment of the 2023 SRF loan along with other loans included in prior amendments. Most of the previous amendments to the original agreement have also been due to grant/loan financing packages.

The Board of Water and Natural Resources has asked that the four parties to the Joint Powers Agreement adopt an amendment to the agreement. The Vermillion City Council and the Clay County Commission have voted in favor of the amendment. The Yankton City Commission will consider the amendment at their March 13, 2023 meeting.

_____ Roll Call

The agreement obligates the City of Yankton to participate in the Joint Powers agreement through the end of repayment of the outstanding loans.

Recommendation: It is recommended that the City Commission approve the Ninth Amendment to the Joint Powers Agreement.

**NINTH AMENDMENT
TO REVISED JOINT POWERS AGREEMENT**

THIS NINTH AMENDMENT TO REVISED JOINT POWERS AGREEMENT, dated as of [_____, 2023] (the “Ninth Amendment”), by and among the City of Vermillion, South Dakota, a municipal corporation of the State of South Dakota (the “Issuer”); the City of Yankton, South Dakota, a municipal corporation of the State of South Dakota; Yankton County, South Dakota, a political subdivision of the State of South Dakota and Clay County, South Dakota, a political subdivision of the State of South Dakota (together with the Issuer, hereinafter referred to as the “Owners”).

WITNESSETH:

WHEREAS, the Owners have entered into a Revised Joint Powers Agreement, dated November 14, 2012, as amended through an Eighth Amendment to Revised Joint Powers Agreement dated April 26, 2021 (the “Original Agreement”; the Revised Agreement as amended and supplemented by this Ninth Amendment is referred to hereinafter as the “Revised Agreement”) for purpose of providing for the joint ownership, administration and operation of a solid waste disposal and recycling system (the “System”); and

WHEREAS, in order to finance certain improvements to the System, the Issuer has agreed to borrow the sum of up to \$1,043,200 from the South Dakota State Revolving Fund (such loan, to the extent actually disbursed, the “2023 SRF Loan”), by entering into a Revenue Obligation Loan Agreement with, and issuing a Revenue Bond to, the South Dakota Board of Water and Natural Resources, and the other Owners have agreed to pay to the Issuer amounts equal to their respective shares of costs under the 2023 SRF Loan, including their respective share of the debt service on the 2023 SRF Loan; and

WHEREAS, the South Dakota Board of Water and Natural Resources has required, as a condition to making the 2023 SRF Loan, that the Owners make certain changes to the Original Agreement; and

WHEREAS, the Owners have found that the financing provided through the 2023 SRF Loan is advantageous, and in order to secure that financing have agreed to amend certain provisions of the Original Agreement as set forth in this Ninth Amendment; and

WHEREAS, in order to finance certain improvements to the System, the Issuer has borrowed from the South Dakota State Revolving Fund (the “2013 SRF Loan” and the “2021 SRF Loan”); and the Issuer has borrowed from the Solid Waste Management Program (the “Vermillion SWMP Loan”); and the City of Yankton has borrowed from the Solid Waste Management Program (the “Yankton SWMP Loan”); and the Owners have agreed, pursuant to the Original Agreement, to pay to the Issuer amounts equal to their respective shares of the debt service on the 2013 SRF Loan, the 2021 SRF Loan, the Vermillion SWMP Loan and the Yankton SWMP Loan; and

NOW, THEREFORE, THIS NINTH AMENDMENT WITNESSETH:

1. That section 8 of the Original Agreement is hereby amended to read as follows:

8 Financial Management: Operational budget shall be contained in the budget of responsible operating entity. The City of Yankton shall maintain the budget for operations in Yankton and Yankton County, and the City of Vermillion shall maintain the budget for operations in Vermillion and Clay County. All expenditures and revenues associated with the joint operation shall be maintained in a separate fund from all other expenditures of the City. The joint operation shall be considered an enterprise for accounting purposes and shall be self-supporting. All moneys contained in the fund belonging to the joint operation shall remain in that fund and shall not be transferred to any other fund of the city without the approval of the governing bodies of all entities that are parties to this Revised Agreement. All expenditures from the joint operations fund shall be approved by the governing body, which is responsible for the budget that contains the joint operation. There shall be established a renewal and replacement fund which shall contain all depreciation funds and any return on assets that are generated by the joint operation. The depreciation shall be based on general accepted accounting principles and shall be an expense item in the budget of the joint operation. The rates for the disposal of solid waste and the handling of recyclable materials shall be sufficient to defray all of the costs of the joint operation including, but not limited to, operational expenses, depreciation, post closure expenses, financial assurance, ground water monitoring and corrective action, State and Federal fees, and such other expenses as may be appropriate.

The fees shall be established upon the recommendation of the board with the approval of all of the governing bodies of the cities of Yankton and Vermillion. This action on the recommendation shall take place within thirty days of the recommendation of the Board. Notwithstanding any other provisions of this Revised Agreement, the rates, charges and fees established under this paragraph shall always be made sufficient to pay the costs of operation and maintenance of the system and to meet the rate covenant set forth in the Revenue Obligation Loan Agreement with the South Dakota Conservancy District and Board of Water and Natural Resources, so long as the 2013 SRF Loan, Vermillion SWMP Loan, Yankton SWMP Loan, 2021 SRF Loan, or 2023 SRF Loan are in effect and unpaid.

Section 2. That Section 13 of the Original Agreement is hereby amended to read as follows:

13. Duration: This Revised Agreement shall be in effect for thirty-five years from the date of execution of this Revised Agreement with an option to renew the Revised Agreement for another period not to exceed thirty-five years by agreement of all of the parties. This Revised Agreement may be dissolved at any time by agreement of the governing bodies of three of the four of the parties to this Revised Agreement; provided that this Revised Agreement shall not be dissolved, nor shall any party withdraw there from, until the 2023 SRF Loan (Vermillion CW-11), 2021 SRF Loan (Vermillion CW-09), Vermillion SWMP Loan (Vermillion 2017L-SW-401), Yankton SWMP Loan (Yankton 2016L-SW-301), and 2013 SRF Loan (Vermillion Series 2013 loan 461022-07), have been paid in full and any other previous loans have met obligations.

Section 3. That Section 14 of the Original Agreement is hereby amended to read as follows:

14. Amendments: This Revised Agreement may be amended, modified, or altered only by agreement of three of the four parties to this Revised Agreement. It is recognized and anticipated that amendments may be necessary from time to time due to unforeseen or unanticipated circumstances and it shall be considered to be appropriate for suggestions or recommendations for amendments to originate with the Advisory Board or with staff. So long as the 2013 SRF Loan, Vermillion SWMP Loan, Yankton SWMP Loan, 2021 SRF Loan, or 2023 SRF Loan are in effect and unpaid, no amendment shall be made to Sections 8, 13, 14 hereof, without the written consent of the South Dakota Conservancy District and Board of Water and Natural Resources.

Sub-section a. This Revised Agreement and all its provisions which incorporate all previous amendment language and corrections to the Original Agreement remain in full force and effect, and from and after the date hereof and shall be construed as “the Revised Agreement” instrument.

Sub-section b. If any provision of this document shall be held or deemed to be or shall, in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions or in all cases because it conflicts with any provisions of any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance or rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever.

The invalidity of any one or more phrases, sentences, clauses or paragraphs in this Revised Agreement contained shall not affect the remaining portions of this Revised Agreement or part thereof.

Sub-section c. This Revised Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 4. Except as amended by this Ninth Amendment, the provisions of the Original Agreement remain in full force and effect, and from and after the date hereof, the Original Agreement and this Ninth Amendment shall be construed as one instrument.

Section 5. If any provision of this Ninth Amendment shall be held or deemed to be or shall, in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions or in all public policy, or for any reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever.

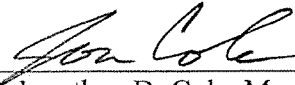
The invalidity of any one or more phrases, sentences, clauses or paragraphs in this Ninth Amendment contained shall not affect the remaining portions of this Ninth Amendment or part thereof.

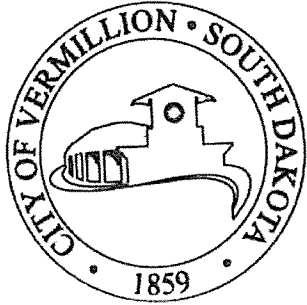
Section 6. This Ninth Amendment may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Signature Pages Follow]

Dated as of the date first written above.

THE CITY OF VERMILLION, SOUTH
DAKOTA, a municipal corporation

By 
Jonathan D. Cole, Mayor

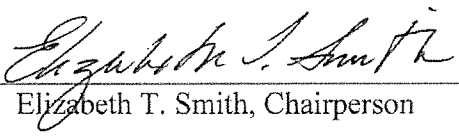


Attest:


Katie E. Redden, Finance Officer

CLAY COUNTY, SOUTH DAKOTA, a political
subdivision



By 
Elizabeth T. Smith, Chairperson

Attest:




Carri R. Crum, Auditor

[Signature page to Ninth Amendment to Revised Joint Powers Agreement]

Dated as of the date first written above.

THE CITY OF YANKTON, SOUTH DAKOTA, a
municipal corporation

By _____
Stephanie Moser, Mayor

Attest:

Al Viereck, Finance Officer

YANKTON COUNTY, SOUTH DAKOTA, a
political subdivision

By _____
Don Kettering, Chair

Attest:

Patty Hojem, Auditor

[Signature page to Ninth Amendment to Revised Joint Powers Agreement]

Dated as of the date first written above.

STATE OF SOUTH DAKOTA BOARD OF
WATER AND NATURAL RESOURCES

By _____
Chairman, Board of Water and Natural
Resources

ATTEST:

Secretary, Board of Water and Natural
Resources

[Signature page to Ninth Amendment to Revised Joint Powers Agreement]

Memorandum #23-41

TO: City Commission
FROM: Amy Leon, City Manager; Brittany Orr, Director of Human Resources and Employee Engagement
RE: Uniform Personnel Manual
Date: March 13, 2023

A copy of the revised Personnel Manual for the City of Yankton is included in your meeting packet. The revised manual has been updated to match the changes made to the Collective Bargaining Agreement negotiated in 2022. The changes have been reviewed by Ross DenHerder, City Attorney.

The following are the changes to the Personnel Manual:

- Changes to the new employee orientation (CBA Section 1.1 – page 2)
- Addition of prorated personal days based on the quarter in which an employee is hired (Personnel Manual Page 36)
- Addition of notice requested in scheduling use of personal days (Personnel Manual Page 37)
- Remove vacation hold during the new hire probationary period (Personnel Manual Page 12)
- Changes to the language associated with timesheet reporting for use of sick leave, funeral/bereavement leave and jury duty (Personnel Manual Pages 32 and 35)
- Changes to the length of time absent before requesting a physician's report (Personnel Manual Page 32)
- New language to replace On the Job Injury/Workers' Compensation (Personnel Manual Pages 33-35)
- Changes to the length of time supplemental benefit is provided for worker's compensation injuries (Personnel Manual Page 34)
- Changes to the amount and frequency of reimbursement for boots (Personnel Manual Page 22)
- Changes to the amount of reimbursement for safety glasses (Personnel Manual Page 22)
- Addition of a timeframe bereavement leave can be used (Personnel Manual Page 32)
- Addition of three Fraternal Order of Police (FOP) members to the health insurance committee (Personnel Manual Page 21)
- Addition of language regarding benefits while on a leave of absence (Personnel Manual Page 37)
- Language change regarding submitting military leave paperwork to HR and not the finance department (Personnel Manual Page 39)
- Remove language preventing schedule changes unless there is a one-week notice (Personnel Manual Page 58)
- Language change regarding longevity pay (Personnel Manual Page 17)
- Updated Family and Medical Leave Act language (Personnel Manual Pages 26-31)

_____ Roll Call

- Changes to the language for on-call pay (Personnel Manual Page 18)
- Changes to the process of internal candidates when new job positions are available (Personnel Manual Page 21)
- Changes to language of department in which grievances should be filed (Personnel Manual Page 46)
- Addition of safety clothing provided to employees working in the right of way (Personnel Manual Page 6)
- Adjusting the frequency Safety Committee meetings (Personnel Manual Page 23)
- Changes to the cell phone reimbursement policy (Personnel Manual Page 63)

Additional changes not related to the CBA:

- Drug policy Added. Memorandum #21-134 from 6-22-2021 (Personnel Manual Pages 50-54)
- Social Media Policy updated (Personnel Manual Pages 62-63)
- New Cellular Phone Policy and New Waiver (Personnel Manual Pages 63-66)
- Tuition Reimbursement Added (Personnel Manual Pages 66-68)
- New Notary Policy (Personnel Manual page 68)
- New Key and Property Policy (Personnel Manual pages 69)
- New Pets Policy (Personnel Manual pages 70-71)
- Added to the protected classes under the Equal Employment Opportunity policy (Personnel Manual Page 2)
- In the technology/communications sections, added a disclaimer to show that the City did not intend to interfere with employees' Section 7 (NLRA) rights in any policy that restricts employee communications or conduct (Personnel Manual Page 7)
- Edited the Voting Leave policy to comply with South Dakota law (Personnel Manual Page 36)
- Added Pregnancy Accommodation Policy (Personnel Manual Page 5)
- Added Lactation Break Policy (Personnel Manual Page 57)
- Added an Immigration Law Compliance Policy (Personnel Manual Page 5)
- Revised the disability accommodation policy to align more with the language of the ADA (Personnel Manual Page 4)
- Revised the discrimination/harassment complaint and investigation procedures (Personnel Manual Page 2-4)
- Regarding an employee's personnel file, revised what should be made available to the public (Personnel Manual Page 58)
- Added "if applicable" to the Selective Service registration requirement for eligibility (Personnel Manual Page 8)
- Regarding the 45-day unpaid sick leave policy added to the FMLA disclaimer to include ADA accommodations (Personnel Manual Page 37-38)

- Removed reduction in pay as a possible discipline in the handbook because it is not also included in the CBA. This is a conflict for union employees (Personnel Manual Page 43-44)

Attached is Resolution #23-07 approving the revised personnel manual and, after adoption of the resolution, the manual shall be in full force and repeals previous resolutions adopted for the same or similar purpose.

I recommend approval of the personnel manual and adoption of Resolution #23-07.



Amy Leon
City Manager
Attachment

____ Roll Call

RESOLUTION 23-07

A RESOLUTION APPROVING THE REVISED PERSONNEL MANUAL FILED BY THE CITY MANAGER WITH THE CITY FINANCE OFFICER WHICH PROVIDES RULES AND REGULATIONS RELATIVE TO ALL OFFICERS AND EMPLOYEES OF THE CITY OF YANKTON, SOUTH DAKOTA

WHEREAS, it is recognized that a sound personnel program is a major element in securing and retaining qualified employees who will perform the municipal services most efficiently for the citizens of Yankton, and,

WHEREAS, the City Manager has determined that it is desirable that uniform policies and procedures concerning personnel matters are made applicable to all employees of the City of Yankton; and,

WHEREAS, under the provision of the Commission-Manager form of government of the State of South Dakota, SDCL 9-10-13 and the Yankton Code of Ordinances, the City Manager has the responsibility to provide rules and regulations in regard to their employment;

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

Section 1. That the Personnel Manual filed with the City Finance Officer and the Board of City Commissioners is hereby approved, subject however to its further amendments as may from time to time be necessary or required.

Section 2. That the City Manager shall have the right to amend said Personnel Manual from time to time as may be required; said amendments shall be forwarded to an employee advisory committee for comment; and, that said amendment shall require the approval of the Board of City Commissioners. Provided, however, that nothing contained therein shall relieve the City Manager of her duty and obligation to administer the affairs of the various departments of the city and to make such administrative decisions as may be necessary for the proper administration of each department which are consistent and do not conflict with the Yankton Code of Ordinances, state statute, or federal law.

Section 3. That in the event any rules and regulations set forth in said Personnel Manual are in conflict with any federal or state laws or ordinances of the City of Yankton, South Dakota, such federal or state laws or ordinance of the City of Yankton, SD, shall be controlling.

Section 4. This resolution shall be in full force and effect from and after its adoption, repealing any previous resolutions adopted for same or similar purpose.

Adopted:
Published:
Effective:

Stephanie K. Moser, Mayor

ATTEST:

Al Viereck, Finance Officer



CITY OF YANKTON

SOUTH DAKOTA

PERSONNEL MANUAL

ADOPTED:

EFFECTIVE: 01-01-2023

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100 INTRODUCTION

101 Purpose and Scope

- A. This document provides the basic outline for the personnel policies, practices and procedures of the City of Yankton.
- B. The manual contains several statements of City policy and should not be read as including the fine details of each policy or as forming an expressed or implied contract.
- C. The manual is not intended to alter the employment-at-will relationship in any way.
- D. In the event of a conflict between these policies and state or federal law, the law shall prevail.
- E. Current collective bargaining agreement provisions shall supersede these policies for those employees covered by the agreement.

102 Application and Administration

- A. The City's personnel policies and procedures shall apply to all municipal employees and appointed officers unless otherwise specified or specifically excluded.
- B. The City Manager has the responsibility for the proper administration of these policies as provided in SDCL9-10-13, as amended thereto.

103 Amendments

- A. The City will attempt to keep its manual current, but there may be times when policies change before this document can be updated.

104 Departmental Regulations and Chain of Command

- A. Department heads may develop reasonable rules and administrative regulations for department employees, as long as the language does not conflict with these policies and the administrative rules and regulations are reviewed and approved by the City Manager.
 - 1) Department heads may develop other administrative processes as necessary for the management of their programs and/or City services; and
 - 2) Inter-department policies on communication and supervision may also vary, depending upon the situation as determined by the City Manager.
- B. The City of Yankton has developed a chain of command for the operation and supervision of all departments. Employees shall follow the chain of command concerning any subject related to municipal operations, personnel policies or administrative procedures.

105 Employment at Will

- A. South Dakota is an employment-at-will state, thus both the employee and employer have the legal right to terminate the employment relationship at any time, without prior notice and for any reason, except as provided by law or applicable provisions of a collective bargaining agreement.

- B. This manual does not constitute a contract of employment. No implied oral or written agreements contrary to the expressed language of this document are valid unless they are in writing and approved by the City Commission.
- C. 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. (CBA 8.0)

106 Saving Clause

- A. Should any part or any provisions of this manual be rendered or declared invalid by legislative or court action, such invalidation of that part or portion of this document shall not invalidate the remaining portions of this manual.

107 Release of Information

- A. Unless otherwise authorized, public statements or the release of information on any matter related to municipal policy, administration, the operation of any department, or personnel management shall be limited to the City Commission, City Manager and Department Heads or designee.

200 GENERAL POLICIES

201 Equal Employment Opportunity

- A. The City of Yankton conforms to all laws, statutes and regulations concerning equal employment opportunity and affirmative action.
- B. All qualified applicants will receive consideration for employment, and all employment decisions will be based on job-related qualifications and ability to perform the job, and will be made without regard to age, race, color, religion, gender, national origin, disability status, genetic information and testing, family and medical leave, pregnancy and childbirth or related medical conditions, sexual orientation, gender identity or express, protected veteran status or any other characteristics protected by law.
- C. The City will continue the principle of equal employment opportunity in the areas of recruitment, hiring, training, promotion, compensation, and benefits.
- D. The City prohibits retaliation against individuals who bring forth any complaint, orally or in writing, to the employer or the government, or against any individuals who assist or participate in the investigation of any complaint or otherwise oppose discrimination.

202 Discrimination, Harassment and Sexual Harassment (CBA Article 21)

- A. The City is committed to providing a productive work environment that is free from all forms of illegal discrimination and harassment as defined below.
 - 1) Discrimination includes employment related decisions and/or workplace conduct on the characteristics noted in 201 B.

- 2) Harassment is offensive, degrading and intimidating comments and/or conduct toward an individual or individuals relating to a person's characteristics noted in 201 B.
 - 3) Sexual harassment is behavior of a sexual nature which is unwelcome and personally offensive to its recipient. Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a physical nature constitute sexual harassment when:
 - a. By threat or insinuation, either explicitly or implicitly, an employee's refusal to submit to sexual advances or refusal to tolerate or participate in unwanted conduct or communication of a sexual nature will affect the employee's terms and conditions of employment, including but not limited to wages, advancement, evaluation, assigned duties, shift assignment, career development, etc., or when submission is made a term or condition of obtaining or retaining employment.
 - b. Any conduct or communication of a sexual nature has the purpose or effect of substantially interfering with work performance or creating a hostile, intimidating, or offensive employment environment that may be considered offensive to another employee, including but not limited to:
 - Repeated sexual flirtations, advances, or propositions
 - Continued or repeated verbal abuse of a sexual nature
 - Foul language
 - Unwelcome physical contact
 - Graphic verbal commentaries about an individual's body or mannerisms
 - Sexually degrading words used to describe an individual
 - Displays of sexually explicit pictures, cartoons, or other materials
 - Viewing, creating and/or sending explicit or offensive materials electronically
 - Bullying, including cyberbullying
- B. 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. (CBA 21.0). This section also relates to a person's characteristics noted in 201 B.
- C. 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. (CBA 21.1). This section also relates to a person's characteristics noted in 201 B.

- D. All employees are responsible for reporting incidents of discrimination or unlawful harassment.
- E. Any employee who feels he/she has been the victim of illegal discrimination or harassment, including sexual harassment, or that his/her personal rights have been violated, or who has knowledge of such behavior, should immediately report the matter to a Department Head, Human Resources Director or to the City Manager. If the employee does not feel comfortable reporting the matter to any of these persons, he or she should contact any member of senior management of the City, up to and including the City Manager. All reports will be handled in a timely and confidential manner.
- F. Any immediate supervisor or Department Head who becomes aware of any possible discrimination or harassment shall immediately advise the City Manager.
- G. Upon receiving a complaint of discrimination or unlawful harassment, a prompt, thorough, and impartial investigation will be conducted. To the greatest extent practicable, the City will keep the complaint and the terms of resolution confidential.
- H. Upon conclusion of the investigation, the City will take prompt and effective remedial action if it determines that discrimination or unlawful harassment has occurred. Any employee found to have engaged in discrimination, unlawful harassment, and/or other inappropriate conduct will be subject to appropriate disciplinary action, up to and including immediate discharge.
- I. Employees who in good faith report discrimination or unlawful harassment or participate in the investigation will not be subject to retaliation or reprisals as a result of reporting the matter or providing testimony. It is the City's policy to encourage reporting inappropriate conduct and to help protect others from being subjected to similar inappropriate behavior.

203 Disability Accommodation

- A. The City is committed to complying fully with federal and state laws protecting qualified individuals with disabilities.
- B. The City will make a reasonable accommodation for qualified individuals with known disabilities unless making the reasonable accommodation would result in an undue hardship to the City.
- C. It is the employee's responsibility to notify his or her supervisor and/or the Human Resources Department of the need for an accommodation. Notification may be initiated by the employee, the employee's legal representative or the City.
- D. Upon doing so, the City may ask for the employee's input on the type of accommodation that may be necessary based on the functional limitations caused by the disability. In some cases it must be supported by medical evidence acceptable to the City Manager.
- E. The City may require an examination at City expense and performed by a physician of the City's choice. The City will not seek genetic information in connection with the request for accommodation and all medical information shall be treated as confidential.

- F. Any employee separated because of disability in accordance with shall be entitled to those benefits provided by law under Workers' Compensation, retirement fund and/or Social Security.

204 Pregnancy Accommodation

- A. The City will provide reasonable accommodations to female employees related to pregnancy, childbirth, or related medical conditions, to the extent the accommodation can be made without imposing an undue hardship on the City's business.

205 Immigration Law Compliance

- A. The City is committed to employing only United States citizens and aliens who are authorized to work in the United States and does not unlawfully discriminate on the basis of citizenship or national origin. In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. All offers of employment with the City are conditioned upon furnishing evidence of identity and legal authority to work in the United States in compliance with the federal law. Providing falsified documents of identity and eligibility to work in the United States will result in cancellation of your consideration for employment or dismissal if employed. Every rehired employee must also satisfy this requirement.

206 Safety (CBA Article 22)

- A. 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.
- B. The City is committed to providing a safe work environment for its employees. The City Manager and Department Heads shall be responsible for the establishment and enforcement of safety programs and practices among City employees and their respective departments. The City's commitment includes the establishment of an "Employee Safety Manual" and Safety Committee.
- C. All employees are expected to conduct themselves and handle equipment in such a manner as to avoid accidents and injury. Employees are responsible for complying with all City, state and department safety rules. Employees are also to report unsafe working conditions or equipment to their Department Head and/or Safety Committee representative.
- D. Seat belt usage is required by state law and City policy. All municipal employees and passengers shall be required to use seat belts when driving or riding in any City owned or leased vehicle (if equipped with seat belts) or while driving their personal vehicle on official municipal business.
- E. 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. (CBA 22.1)

- F. 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. (CBA 22.2)
- G. The City shall establish and maintain a program for adequate safety training in each department. The Employees 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. (CBA 22.4 & 22.5)

207 Electronic Media and Services

- A. Employees may have access to one or more forms of electronic media, and services while working for the City (e.g. computers, email, radios, telephones, cell phones, voice mail, fax machines, external electronic bulletin boards, internet, social media, on-line bulletin boards, etc.). The City encourages the use of these media and associated services because they make communication more efficient, effective, and because they are valuable sources of information about vendors, customers, products and services. However, electronic media and services provided by the City are City property, and their purpose is to facilitate City business.
- B. Employees are responsible for using such equipment in a professional manner.
- C. When requested, employees must provide any passwords for City accounts to their immediate supervisor, must not attempt to access files or information that is unauthorized, and must take care to assure the security and confidentiality of information, when appropriate.
- D. Employees are responsible for the content of all files and communications they create, store and send, and all web locations they access. Employee should have no expectation of privacy as the City reserves the right to access and monitor all files, communications, and history of equipment use.
- E. Use of personal electronic devices such as personal cell phones, I-pods and MP3 players can be used during paid working hours as deemed appropriate by supervisor and do not distract from work performance.
- F. Information and files on City owned electronic equipment is considered City property and is subject to review and inspection at any time.
- G. Any stipend for using a private cell phone for City business is at the discretion of the City Manager.
 - a. 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.

- H. Nothing in this policy is intended to restrict communications or prevent employees from engaging in protected activity under the National Labor Relations Act (“NLRA”), such as discussing wages, benefits, or terms and conditions of employment or legally required activities.

208 Driver’s License

- A. The City requires that all municipal employees, appointed officers, elected officials, and anyone else who operates a City vehicle must have a valid driver’s license.
- B. Each driver must have the required driver’s license for the specific type of they are operating and must provide documentation to the department head or immediate supervisor.
- C. If an employee loses his/her driving privileges, or has them restricted in any manner, he/she must report the matter to their Supervisor, Department Head and the City Manager immediately and provide proof of an authorized work permit.
- D. The loss of driving privileges may result in disciplinary action, up to and including termination.

209 Smoking and Tobacco Use

- A. City facilities are smoke free and tobacco free. Smoking and other tobacco use, including electronic cigarettes, is not allowed in City vehicles or equipment, and shall be permitted only in designated smoking areas outside of buildings and away from main entry ways, and only during designated break times. The City asks that smokers and tobacco users please use proper containers for extinguishing and disposing of tobacco products.
- B. The ban on smoking and tobacco applies to employees, customers and visitors.

300 CONDITIONS OF EMPLOYMENT

301 Recruitment

- A. The public announcement of all regular and temporary, full-time and part-time positions open for employment will be made by the City Manager’s office. An exception may be made with prior approval of the City Manager.
- B. Where sufficient qualified applicants are anticipated from within the current City staff, open positions may be posted internally for a period of seven (7) days.
- C. If qualified applications are not received within seven (7) days or if sufficient qualified applications are not anticipated internally, position opening may be advertised using:
 - 1) Local newspaper;
 - 2) South Dakota Department of Labor;
 - 3) City website

- 4) Department postings; and
- 5) Other venues, such as social media and professional publications.

302 Application

- A. Individuals interested in applying for a specific position must complete and submit a City employment application form. A resume may be required as well.
- B. Applicants need to indicate on the form the position title(s) for which they wish to be considered.

303 Background Checks

- A. The City may conduct background checks as part of the employment process, in compliance with applicable laws. The investigations may involve a third party administrator.
- B. The information that may be collected may include but is not limited to:
 - 1) Criminal and civil filing background;
 - 2) Employment history;
 - 3) Education;
 - 4) Credit; and
 - 5) Professional and personal references.
- C. **The City has the right to make the final decision about employing an individual after the background check is complete even if an applicant is given a conditional offer of employment before completion of the background check.** Information obtained from the background check will be kept confidential by Human Resources.

304 Eligibility and Qualifications

- A. To be eligible for employment with the City, an applicant must:
 - 1) Be legally eligible to be employed in the United States as proven on the required I-9 form;
 - 2) If applicable, be registered for the Selective Service as required by Federal and State laws.
 - 3) If applicable, be able to pass a physical examination and drug screening as outlined in 306.
- B. The City maintains job descriptions for each position which:
 - 1) Establishes the minimum required levels of education, experience and physical fitness necessary to qualify for appointment; and
 - 2) Details of the desired skills or qualifications.
- C. Where all other qualifications are equal, preference in employment will be given to veterans who have served on active duty and been honorably discharged from the Armed Forces of the United States as defined and specified by SDCL §§ 33A-2-1 to 33A-2-3.

305 Selection and Appointment

- A. The nature of examinations to determine the relative fitness and selection of applicants for employment to or promotion within City service will differ with the position to be filled.

- B. Each applicant for a particular position will be given the same examination by the department head including any or all of the following factors:
 - 1) Education;
 - 2) Experience;
 - 3) Knowledge;
 - 4) Skills;
 - 5) Physical fitness;
 - 6) Personality;
 - 7) Character; or
 - 8) Other qualifications deemed necessary for satisfactory job performance.
- C. The appointment of City employees is subject to the approval of the City Manager which entails:
 - 1) Notifying the selected applicant by the City Manager in writing;
 - 2) Extending an offer of employment, including a starting date;
 - 3) Ensuring that the new employee is aware of at-will conditions of employment during the training period and beyond.
- D. Upon employment acceptance the employee will be assisted by the Human Resources Coordinator in compiling all necessary and proper paperwork to establish an individual personnel file.
- E. Personnel files shall be accessible only to the City Manager, an employee's Department Head and to any others with a demonstrated need to know. An employee shall have reasonable access to his/her personnel file upon request to the City Manager.
- F. As noted in 107A, the release of information, concerning personnel management is strictly controlled.

306 Physical Fitness

- A. In order to determine physical fitness for duty, persons employed for a regular full-time or part-time position may be required to take and pass a post-offer pre-employment physical and drug screen. Physicals and drug screens may also be required at any time during City employment.
- B. The physical will be performed according to guidelines established by the City in order to determine fitness for duty.
- C. An employee may be examined by their own physician.
- D. Certain employees (e.g. police officers) may be required to pass an agility test and/or psychological examination prior to and/or during employment.
- E. All reports will be kept confidential and separate from the employee's personnel file. Access to the file will be limited, with authorization needed from the City Manager.
- F. Any costs incurred to conduct any of the aforementioned tests or examinations shall be covered by the City.

307 Residency

- A. Employees of the following departments are required to live within fifteen (15) miles of the legal corporate limits of the City, including Nebraska. A map illustrating the 15-mile area is provided in the Appendices. The area is subject to change.
 - 1) Chan Gurney Airport;
 - 2) Water/Wastewater Plants;
 - 3) Street Department (on-call for snow removal);
 - 4) Parks and Recreation Maintenance (on-call)
- B. Individuals who live more than fifteen (15) miles outside the City limits may apply for employment with the City for these positions. If they are selected, they shall be required to comply with this policy within 120 days of employment.
- C. The City Manager, at his/her discretion, may require Department Heads and other key employees to live within, or in close proximity to, the City.
- D. On-call employees must comply with Section 418B.

308 Nepotism

- A. For the purpose of this policy a “relative” is defined as a
 - 1) Spouse
 - 2) Child (natural, adoptive, foster, or stepchild)
 - 3) Parent
 - 4) Brother
 - 5) Sister
 - 6) Grandparent
 - 7) Grandchild
- B. Persons related to each other may be employed at the City, which could include them working in the same department. Each individual must be hired on his/her own merits and is qualified and suitable for employment with the City.
- C. Efforts shall be made to see that no employee is placed under the supervision of a relative. Such effort shall not be at the expense of any employee or any candidate for employment. The City shall have the option of transferring an employee to a comparable job of equal classification in order to avoid supervision by a relative.
- D. No employee of the City may hire, appoint, review, supervise, direct, promote, or participate in decisions involving hire, renewal, retention, supervision, promotion, evaluation, or compensation of a relative.
- E. Individuals who are related to current City employees may apply for and be considered without prejudice for any advertised positions at the City. However, any City employee who is related to the applicant cannot participate in any aspect of the hiring process.
- F. An employee cannot participate in personnel decisions involving a relative who is a City employee. These decisions include but are not limited to
 - 1) Performance evaluations;
 - 2) Salary determinations;
 - 3) Work assignments;

- 4) Travel;
 - 5) Office space;
 - 6) Disciplinary actions; and
 - 7) Termination decisions.
- G. The City Manager will determine if any personnel matters involving relatives create a bias or conflict of interest. Alternative supervisory procedures may be implemented to address conflict of interest situations.

309 Outside Employment

- A. Employees are permitted to engage in outside employment as long as outside employment does not interfere with the employee's duties at the City. Department Heads must have written approval from the City Manager.
- B. The supervisor, Department Head or City Manager may rescind prior approval if the additional outside employment interferes with the employee's City duties.
- C. Police Department employees must obtain written permission from the Chief of Police to perform off duty security related assignments.
- D. No City employee who is drawing sick leave, workers compensation, and/or FMLA benefits from the City shall work at any other employment during his/her time on City sick leave.
- E. The City of Yankton Workers' Compensation coverage is not extended to employees while engaged in outside employment.

310 Personnel Records

- A. It is the employee's responsibility to inform the Human Resources Office of any changes in:
 - 1) Name;
 - 2) Address;
 - 3) Phone number;
 - 4) Withholding status;
 - 5) Emergency contact information;
 - 6) Other pertinent changes which could affect their employment.
- B. Personnel records will be maintained in accordance with the records management and retention manuals for municipalities, published by the State Bureau of Administration.
- C. Confidential benefit and medical information will be kept in a separate file which is maintained by the City Manager or his/her designee. This information will only be disclosed on a need-to-know basis.

311 Employment References

- A. The City will provide only the following information on both present and past employees.
 - 1) Whether an individual is or has been employed with the City;
 - 2) Dates of employment;
 - 3) Current position or position at date of separation from employment and other positions held; and
 - 4) Verification of salary information.

- B. Additional information may be released upon approval of the City Manager. The City may require a written authorization prior to releasing any employment information.
- C. Only persons authorized by the City Manager shall give out employment information. Providing employment references including off-the-record remarks without authorization is prohibited.

400 EMPLOYEE CLASSIFICATIONS AND PAY PLAN

401 Probationary Period (CBA Articles 18.5.1 and 18.5.2)

- A. Every employee shall be on probationary status for the first six (6) months of employment for the purpose of assessing the individual's ability to perform their assigned duties.
- B. The probationary period for police officers is one year.
- C. During the probationary period, the employee may be terminated without the right of appeal or grieve or due process.
- D. An employee shall accrue both sick and vacation leave during the probationary period. Sick leave and vacation may be used as necessary only to the point of what has accrued.
- E. Probationary status employees shall not accrue seniority.
- F. 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.
- G. Employees will be entitled to paid holidays during the probationary period, as observed by the City.
- H. The probationary period may be extended by the Department Head for a maximum of six (6) months. No more than one extension of the probationary period shall be permitted without approval by the City Manager.
- I. Upon completion of the probationary period, the Department Head/Manager shall interview the employee and complete an employee evaluation form.

402 Administrative Probation

- A. An employee who has completed the probationary period may be placed on administrative probation when their work performance shows a definite deterioration.
- B. An action plan must be developed at the beginning of the probation period with an evaluation completed at the end of the period.
- C. The maximum amount of time an employee will spend on administrative probation is six (6) months. The number of times that an employee can be placed on administrative probation will not be limited.
- D. An employee may be terminated during or after administrative probation with the approval of the City Manager.

- E. An employee does not have to be placed on administrative probation prior to disciplinary action or termination.

403 Classification of Positions

- A. Each job within municipal service shall be assigned an individual title, or jobs of similar characteristics, duties and responsibilities shall be assigned to a group classification.
- B. Each job shall be classified in accordance with the character, difficulty and responsibility of designated duties and skills, educational and physical requirements, hazards and supervision received and exercised.
- C. The City Manager may reclassify, reassign and/or transfer any employee or employees when in his/her opinion such actions are desirable for the improvement of municipal operations.

404 Regular Appointment (CBA Article 2)

- A. Regular full-time and part-time employees participate in all fringe benefits as may be available. *(CBA 2.0)*
- B. A regular, full-time position is based upon a forty (40) hour work week. Exceptions apply to the Police Department. *(CBA 2.0)*
- C. A regular, part-time position involves less time than the normal work week but at least thirty (30) hours per week. *(CBA 2.0)*
- D. Regular, part-time employees are eligible for benefits on a pro-rated basis unless otherwise specified. The benefit ratio is based upon comparing their budgeted workday with an eight-hour work day.
- E. Certain benefits may be the same for regular part-time and full-time employees. Current examples include health, dental, vision and life insurance benefits.
- F. Regular, part-time employees may be eligible for South Dakota Retirement System participation.

405 Part-Time Appointment

- A. Employees working less than thirty (30) hours per week with pay computed to an hourly basis, as recommended by the Department Head and approved by the City Manager, shall not be entitled to fringe benefits. *(CBA 2.1)*
- B. Part-time employees will be covered by workers' compensation.

406 Temporary Appointment (CBA Article 2)

- A. Employees with the following appointment situations shall not be entitled to fringe benefits. They will be covered by workers' compensation.
 - 1) Temporary Appointment – Involves filling a regular position when circumstances warrant, not exceeding twelve (12) months, unless agreed to by the parties. *(CBA 2.2)*
 - 2) Part-time Appointment – Involves a work week of less than thirty (30) hours, with pay computed on an hourly basis, as recommended by the department head and approved by the City Manager.

- 3) Seasonal Appointment – Involves employees appointed to a position lasting no more than six months. It is typically seasonal in nature (example: summer laborer).

407 Contract Labor

Independent contractors, technical experts, and consultants appointed to render specialized temporary services are not considered employees and, therefore, are not eligible for any benefits including workers' compensation.

408 Performance Evaluations

- A. The purpose of the evaluation is to commend strengths, address weaknesses, suggest ways to improve and discuss employee goals and objectives.
- B. Evaluations will be conducted by the employee's immediate supervisor and/or Department Head. The City Manager may attend all evaluation meetings at his/her discretion. Evaluations of Department Heads will be conducted by the City Manager.
- C. An evaluation will be conducted at least once per year and as often as determined necessary.
- D. Evaluations will be conducted in private and employees are required to sign the evaluation. Signing does not imply agreement, but that the contents have been made known or discussed with the employee.
- E. Employees will receive a copy of the evaluation upon request.

409 Pay Plan

- A. The pay plan shall consist of a salary range for each classification. The pay range for each classification provides the minimum and maximum rate of pay for regular full-time and regular part-time employment.
- B. Salary ranges are determined by the relative difficulty and responsibility of the positions of the class, qualifications, prevailing rates of pay, cost of living factors, financial policy of the City and other economic conditions.
- C. Copies of the salary ranges and position title schedule shall be available for review by all City employees through their respective Department Heads.
- D. The City Manager, as the Chief Administrative Officer of the City, shall be responsible for the administration and interpretation of the official pay plan and shall establish all salaries and wages for all employees subject to the limits and procedures established herein.
- E. No salary payment shall be made to any employee which would have the effect of causing the employee's total pay for any period to exceed the maximum rate prescribed for the employee's range, except as required in adhering to regulations established for overtime allowances, shift pay, on-call pay, sick leave payout or out of class pay.
- F. The minimum rate of pay for a range shall be paid upon original appointment to the range. Appointment at a rate above the minimum may be authorized by the City Manager.
- G. A cost of living adjustment and yearly step increase must be approved by a resolution of the City Commission.
- H. 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 by awarding increases on the pay scale at the discretion of the City Manager. Examples may include but are not limited to: special projects, advanced certifications, etc. 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. (CBA 13.5)

410 Overtime (CBA Article 17)

- A. Any work performed in excess of the employee's scheduled workday or in excess of forty (40) hours in a work week shall be considered overtime and shall be compensated as overtime or as compensatory time. Vacation and sick leave shall be considered as hours worked when computing overtime.
- B. Overtime for police officers is based upon a twelve (12) hour workday and 80 hour work period.
- C. Any overtime worked shall be with the prior knowledge and approval of the Department Head or designated supervisor.
- D. Time and one-half of 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. (CBA 17.0)
- E. Overtime is to be distributed equally to all employees of a department. If an employee is requested to work overtime, but due to 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. (CBA 17.2)

411 Compensatory Time Rate (CBA Article 17)

- A. 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 (1 ½) hours of compensatory time for each hour of overtime worked. (CBA 17.1)

- B. Employees may accumulate compensatory time to a maximum of forty-five (45) hours. 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. (CBA 17.1)
- C. The days to be taken off shall be at the option of the employee with the approval of the Supervisor/Department Head. (CBA 17.1)
- D. Public Service Dogs (PSD) require routine maintenance and care every day including weekends and holidays. PSD handlers should get three and one-half (3 ½) rate stipend for the care of PSD.
- E. Specialized shifts as recommended by the Department Head and approved by the City Manager shall only be compensated overtime pay or compensatory time off for any work performed in excess of forty (40) hours in a work week. (Note: Specialized shift applies only to non-union eligible employees.)

412 Travel Time

- A. Travel time will be compensable for employees depending upon the kind of travel involved. This includes travel from job site to job site and travel to work-related meetings. Time spent traveling between home and the departure site is considered the equivalent of travel between home and work and is not compensable.
- B. Time spent traveling to and from another City is counted as hours worked even on days that are not normal workdays. Therefore, employees who are traveling to their destination need to be paid for the time spent traveling. If an hourly employee takes a one-day trip, all the time spent traveling (including meals) between cities is counted as hours worked. However, time spent traveling between home and the departure is equivalent of travel between home and work and is not compensable. Employees will be paid up to their regularly scheduled number of hours per day for travel, meetings, and seminars. Overtime/compensatory time must be approved by the Department Head.
- C. When an hourly employee is involved in overnight, out-of-town travel, a specialized shift shall apply. All time for the work week shall be straight time until the employee has worked forty (40) hours. (Note: Specialized shift applies only to non-union eligible employees.) Time spent traveling to and from another City is counted as hours worked even on days that are not normal workdays. Therefore, employees who are traveling to their destination need to be paid for the time spent traveling. However, time spent traveling between home and the departure site will not be paid. Meals and social events in conjunction with a conference are not considered time worked unless the employee has been directed by management to attend the activity for the purpose of fulfilling a work-related function. Overtime/compensatory time for the remainder of the workweek must be approved by the Department Head.
- D. All paid travel time must be requested and approved at least two weeks in advance by the Department Head and the City Manager prior to traveling.
- E. A travel request form must be completed and approved. An example of the form is provided in the Appendices.

413 FLSA Exemption

- A. To the extent permitted by federal or state law, all FLSA exempt personnel shall not receive extra compensation or overtime pay. The need for them to work extra or irregular hours from time to time in order to carry out their assigned responsibilities and properly administer the authority vested in them is a consideration in the determination of their salary. Time off reflecting extraordinary time worked is at the discretion of the City Manager and is not an “hour for hour” basis.

414 Dates of Pay

- A. All employees shall be paid on a biweekly basis with Friday being the payday.
- B. In the event a payday falls on a holiday, employees will be paid the last workday before the holiday.

415 Volunteer Firefighters

- A. An employee who is a member of a volunteer fire department, volunteer ambulance service, or search and rescue team is required to use leave (vacation or compensatory) for emergency response if the service is performed within the volunteer’s established normal work day when authorized by the employee’s supervisor, Department Head or the City Manager.
- B. Volunteer service outside this area must have prior approval of the employee’s supervisor or Department Head.
- C. Training and other activities supporting these volunteer activities will be considered on a case-by-case basis by the employee’s supervisor or department head. The absence is considered time off with pay.
- D. Volunteer firefighters shall be paid as established by the City Commission.
- E. Volunteers must be approved by the City Commission to be eligible for workers’ compensation.

416 Longevity Pay (CBA 13.4)

- A. Regular 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

- B. 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 employment, calculated on the basis of the employee's hire date, during the calendar year.
 - 2) Those years of service must be continuous.
 - 3) Employees who have had their career interrupted by service in the Armed Forces of the United States and who resume their City careers within the period of time specified in applicable federal law shall have all prior service and military service counted as years of service.
- C. Any question of eligibility shall be determined by the City Manager.

417 Payroll Records and Final Pay

- A. The Department of Human Resources shall keep appropriate records of all persons employed, their pay scale, time worked, compensatory time, accrued and used vacation and sick leave, holiday pay, all absences from duty and all other records pertinent to payroll, including the extension and verification of payroll.
- B. An employee, who is laid off, dismissed or who otherwise terminates their employment shall receive their final pay on the first regularly scheduled pay day following termination of employment and only after all City property has been returned.
- C. No employee shall be paid for any unused sick leave upon termination of employment except for any payment in excess of maximum accumulation as designated in Section 604D.
- D. An employee who has been employed six (6) months or longer shall be paid all unused vacation and pro-rated sick pay if over the maximum accrual upon termination of employment.
- E. An employee shall be paid all unused compensatory time upon end of employment.

418 On-Call, Out of Class and Shift Differential Pay (CBA Articles 13 and 16)

- A. 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. (CBA 16.0)
- B. 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. (CBA 16.1)
- C. 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. (CBA 16.2)
- D. Any employee who works out of class may be eligible for additional compensation. An employee works out of class when
 - a. (1) an employee is responsible for covering duties of an absent employee
 - i. 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
 - b. (2) the employee's Supervisor and Department Head or the City Manager determine

the employee is working out of class. (CBA 13.21)

- E. 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. (CBA 13.2.2)
- F. 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. (CBA 13.3)
- G. The Police Department shift differential is established by the City Manager.

418A Call-In Pay (CBA Article 15)

- A. 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 (1½) 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 (½) hour of work at one and one-half (1½) times his or her regular work pay for each response. Subsequent calls within the same one-half (½) 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 (1½) 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. (CBA 15.0)
- B. If the call time assignment and the employee’s regular shift overlap, the employee shall be entitled to work his regular shift. (CBA 15.1)

419 Insurance Benefits (CBA Article 10)

- A. The City of Yankton will make group health, vision, and dental insurance programs available for participation by eligible employees. Please refer to the governing Plan documents for more information about the benefits.
- B. Payroll deduction is also available for other insurance and insurance buy up programs as available.
- C. The City shall provide each part-time regular and full-time employee with a \$15,000 life insurance policy with the premium to be paid entirely by the City. (CBA 10.1)

- D. The City shall provide all regular part-time and full-time employees with 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. (CBA 10.2)
- E. In the event of a significant increase in health care insurance costs, the City reserves the right to re-open union negotiations with respect to health care insurance and coverage at any time during the life of this Agreement or upon its expiration. (CBA 10.4)

420 Retirement Benefits (CBA Article 10)

- A. The City participates in the South Dakota Retirement System. Please refer to the governing Plan documents for more information about the benefits. Class A employees contribute 6% of their gross income biweekly to the system and Class B employees (sworn officers and fire) contribute 8%.
- B. The City matches these contributions.
- C. The City also participates in the South Dakota Retirement Supplemental Plan.

421 Deferred Compensation

- A. The International City Manager's Association (ICMA) and South Dakota Retirement Supplemental offers a deferred compensation plan to all municipal employees. Please refer to the governing Plan documents for more information about the benefits.
- B. Payroll deduction is available for employee participation in any of the funds available.

422 Flex Plan

- A. This plan allows for employees to pay for eligible insurance premiums with untaxed dollars. Please refer to the governing Plan documents for more information about the benefits.
- B. Expenses for unpaid medical costs and dependent daycare may also be run through this plan in accordance with all applicable plan rules, regulations, and guidelines.

423 Paperless Payroll

- A. Direct Deposit is required for all employees and will automatically deposit employee's pay into a designated checking and/or savings account on each payday.
- B. The first payroll after sign-up will be used by the bank to verify accuracy of account numbers and funds. The following payroll will commence the automatic deposit of funds as indicated on the authorization form and can be accessed through the Employee Self Service website.

424 Training

- A. Each department may determine and provide necessary training beyond that which is a prerequisite to employment for its employees.
- B. Any training which will require the employee to be out of the City or will incur any obligation on behalf of the City shall first be recommended by the Department Head and approved by the City Manager on the Travel Request/Travel Advance Requisition form.

- C. Any person undertaking such training shall submit the Employee Training Record form to Human Resources within ten (10) days of the training. This form will be placed in the employee's personnel file.
- D. 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. (CBA 7.0)

425 Transfers and Promotions

- A. Vacancies will be filled by promotion wherever practical and whenever in the best interest of the City. Where applicable, promotions may require examinations.
- B. In departments where written promotional exams are given on a regularly scheduled basis, personnel shall take and pass prescribed examinations before being eligible for promotion.
- C. Employees wishing to transfer to another department or division when an opening exists must complete an employment application form.
- D. Upon meeting minimum qualifications for the stated position, the employee's name shall be placed on the proper eligibility list for consideration.
- E. 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. (CBA 18.2)
- F. Upon offer of employment and acceptance, the employee shall give two (2) weeks notice to their current Department Head. The transfer shall be effective the first work week following the two (2) weeks notice or as agreed upon by the impacted parties.
- G. Employees promoted or transferred to a new position or division shall be subject to the probationary period policy and procedures described in Section 400 including termination for unsatisfactory performance. However, regular employees who have completed an initial or an extended probationary period shall be entitled to due process if terminated.

426 Committees

- A. The purpose of the Employee Committee shall be to make recommendations to the City Manager regarding employee events/activities, interests, and concerns which affect the working environment of the employees of the City of Yankton. The Committee shall work on employee recognition, employee wellness programs, annual appreciation events, and other duties as assigned by the City Manager. The employees of the City of Yankton shall select representatives to the Committee on or before January 1 annually. Each selected member serves a two (2) year term and shall serve no more than two (2) consecutive terms. The number and distribution of representatives shall be determined by the City Manager.
- B. The Health Insurance Committee (CBA 10.0) is made up of three (3) persons appointed by the City Manager, three (3) employees appointed by the collective bargaining unit and three (3) employees appointed by the FOP (Fraternal Order of Police). A non-voting chairman shall be appointed by the City Manager. The committee shall review the health insurance plan annually, shall request and review quotes for the health insurance when deemed necessary,

and shall make recommendations regarding such plans. The City will not make any changes without receiving a recommendation from the Health Insurance Committee, doing so no later than October 15 of each year. (CBA 10.5)

- C. The Safety Committee is described in Section 502
- D. Consistent with the City's anti-harassment policies, no employee shall face any retaliation or harassment as a result of their participation in, or the decisions of, any City Committee. (CBA 10.6)

500 SAFETY AND TRAVEL (CBA ARTICLE 22)

501 Safety

- A. Employees shall make reasonable effort to exercise good judgment and take appropriate precautions in the performance of their work. Department Heads and supervisors shall exercise reasonable effort to see that employees are properly trained in how to safely perform their various tasks and utilize equipment. Recklessness, laxity or carelessness will not be allowed. Prompt action shall be taken to correct or repair faulty equipment or hazardous conditions in work areas.
- B. Department Heads and supervisors shall exercise reasonable efforts to see that adequate protective equipment is available for use by employees under their supervision. Employees whose work requires prescription safety eyeglasses or who are in positions in which prescription eyeglasses may be damaged or broken due to occupational risks may request and will be provided with one pair of prescription safety eyeglasses at City expense.
- C. 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. (CBA 7.1)
- D. Employees with duties that may put them at an increased risk of foot injury are eligible for a boot reimbursement. The boots that are purchased by employees must have safety features such as a steel toe/composite toe protection, puncture resistant sole, etc., and the boots must be purchased in Yankton.
- E. 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. (CBA 7.1)
- F. For an employee to receive reimbursements, their receipt must be submitted to the Human Resource Department.
- G. All City personnel and passengers operating or occupying City vehicles or equipment, or one used on official business, will wear safety belts (lap and shoulder).
- H. Safety belt assemblies in City vehicles or equipment shall not be modified or altered in any manner without the express written approval of the Department Head.
- I. City vehicles or equipment with inoperable safety belt assemblies will not be used until the safety belt assemblies are repaired.

- J. Exception: There may be times and circumstances where the use of safety belts may be deemed inappropriate or inadvisable due to the nature of the function. Supervisory personnel may grant in writing an exception to this policy pursuant to the specific situation. As with any policy deviation, rationale must be warranted and explained upon request.
- K. Enforcement: It will be the responsibility of supervisory personnel to monitor and enforce this policy. City personnel disregarding this policy may be subject to disciplinary action.

502 Safety Committee (CBA 22.3)

- A. The City and the collective bargaining unit shall establish and maintain a joint Safety Committee.
- B. The committee will be composed of three (3) members designated and appointed by the City Manager and three (3) members designated and appointed by the collective bargaining unit. The City Manager shall appoint a non-voting chair.
- C. The committee shall meet on a regular basis as mutually agreed upon no less than once every quarter. The committee shall be charged with:
 - 1) Reviewing accidents and providing recommendations for future safety practices (without declaration of fault related to the incident);
 - 2) Hearing and reviewing presented health and safety concerns and make recommendations regarding such;
 - 3) Making recommendations for formal safety training programs; and
 - 4) Developing, reviewing and recommending a risk management policy and a safety manual.
- D. In reviewing an accident it is not the responsibility of the Safety Committee to place any blame, responsibility, liability or justification in any manner.

503 General Travel Policies

- A. In order to advance the training and professionalism of its staff, the City of Yankton authorizes attendance at certain schools and conferences, and recognizing that employees sometimes travel outside the City to conduct business, herein provides a policy framework for use by City employees.
- B. In all cases, City employees are expected to show good judgment and proper regard for economy in incurring travel and related expenses.
- C. In no instance will the City incur any cost for a member of an employee's family or other approved individual who may accompany the employee on an official trip in a private vehicle. However, with the City Manager's approval, an employee's spouse may ride along in a City vehicle with the cost difference for any expenses to be paid by the employee. The special request should be made at the same time as the travel request.

504 Travel Guidelines

- A. City employees shall make a reasonable effort to take the most economical mode of transportation feasible for any given travel assignment or arrangement.

- B. When an employee elects to take a more expensive mode of travel, said employee shall only be reimbursed for the more economical form of travel by the City. Employees are permitted, with supervisor approval, to have their own motel/hotel room.
- C. If the employee elects to arrange their own separate transportation rather than ride with other employees in available City transportation, the employee shall not be reimbursed for any travel expense.
- D. Adequate receipts shall be required for all expenses incurred on any authorized travel (with the exception of miscellaneous expenses explained below). In addition to transportation, the City shall provide for the payment of lodging, meals, registration fees and miscellaneous expenses where necessary.
- E. Reimbursement for meals shall be based on the South Dakota Department of Labor & Regulations in-state and out-of-state meal rate reimbursements with the express prohibition of City funds being spent on any alcoholic beverages.
- F. Registration fees shall be paid by the City in advance where possible.
- G. Miscellaneous expenses with or without a receipt (such as cab fares, tips for cabs or occurrences where receipts are not normally received) will be paid where found to be reasonable for such items as local transportation, tips and other miscellaneous expenses which are incurred by said employee.
- H. All employees shall be expected to complete an expense report within five (5) working days of return to the City from authorized travel. A per diem allowance may be requested in advance and approved at the discretion of the Department Head or City Manager instead of a reimbursement.
- I. 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. (CBA 13.1)
- J. If an employee elects to take their own vehicle when a City vehicle is offered, they shall be reimbursed for gas expense only.
- K. The City Manager may authorize advance travel monies in an amount not to exceed the estimated budget for the trip.
- L. Any City-approved expenses reimbursed to the employee by an outside agency must be returned to the City.

600 LEAVES OF ABSENCE

601 General Policies

- A. An employee must be in full pay status while on leave, that is, not on leave without pay or injury leave unless otherwise noted. Exceptions to this policy are noted specifically for seniority credit while on military leave without pay. A request for a leave of absence may be denied.
- B. When an employee is promoted, demoted or transferred, all sick leave, vacation leave and compensatory time credit remain to the employee's credit and shall be so transferred. Every effort should be made to exhaust compensatory time prior to the transfer.

- C. When possible all requests for leaves of absence, with or without pay, shall be made in writing at least ten (10) days in advance of the beginning date, or as designated, to the immediate supervisor except for sick leave or injury leave requests.
- D. It is the obligation of each employee to report to work on time on a regular basis. The City will not tolerate excessive abuse of leaves with or without pay. The City has defined excessive absences as four (4) or more days within a 60-day period in which the absence has not been authorized and approved by the Department Head and City Manager or there appears to be a pattern of abuse occurring with a particular employee.
- E. Prior permission must be obtained from your department head and approved by the City Manager to take a leave of absence without pay. While on leave without pay, you will not accumulate leave credits and you must make provisions to pay for your voluntary payroll deductions.
- F. Unauthorized and unreported absences may result in a deduction of pay and may be cause for disciplinary action. You must report the reason for any absence to your supervisor as soon as possible.
 - a. If you work less than your set hours of 40 hours per week/80 hours in pay period or take leave without pay, you will accumulate sick leave at a reduced rate in proportion to the number of hours worked.
 - b. The Director of Human Resources and your Department Head has the authority to investigate suspected misuse of sick leave. If you are guilty of misuse of sick leave, the time off will be charged to leave without pay. Misuse of sick leave may be cause for disciplinary action.
 - c. Requests for leave other than sick leave must be approved by your immediate supervisor prior to your departure time. If you are ill, you must notify your supervisor prior to the start of your work shift.
 - d. The amount of time you are absent from your job without prior authorization or notification will be considered absence without leave. You will not be paid for that time. Unauthorized or unreported absences may be cause for disciplinary action.

602 Earned Vacation (CBA Article 4)

- A. Employees shall accrue annual paid vacation leave starting immediately upon employment at the rate specified below: (CBA 4.0)

0-5 years	80 working hours
6-10 years	120 working hours
11+ years or more	160 working hours

- B. 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. (CBA 4.1)
- C. 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. (CBA 4.0)

- D. 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, operation 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 necessary to limit the number of employees on vacation at the same time, the first submitted request shall prevail. *(CBA 4.4)*
- E. 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. *(CBA 4.4)*
- F. Vacations may only be used as earned and must be taken in at least fifteen (15) minute increments. Reporting of vacation leave may not cause more than the standard equivalent workday to be reported. 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. *(CBA 4.2 and 4.4)*
- G. Employees will accrue vacation with each pay period. Vacation hours not used during the calendar year in which they are earned may be carried over into successive years. *(CBA 4.3)*
- H. The maximum allowable accrued vacation shall be two (2) times the amount of vacation earned in a year based on 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. *(CBA 4.3)*
- I. 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. *(CBA 4.5)*
- J. As vacation leave is granted to employees for the purpose of job relief, no employee shall be permitted to waive such leave. Each employee is encouraged to take a minimum of five (5) days of continuous vacation per calendar year after the first year of employment. Holidays and compensatory time may be included in the calculation of five (5) days.
- K. Any official holiday set forth in this article which shall occur during an employee's scheduled vacation shall be counted as a holiday, not as a day of vacation. *(CBA 4.6)*

603 Family and Medical Leave *(CBA Article 14)*

- A. 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. *(CBA 14)*
- B. 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. (CBA 14)

- C. In order to be eligible for FMLA leave, an employee must:
 - 1) Have at least 12 months of service (which need not be continuous) for the City;
 - 2) Have worked at least 1,250 hours for the City during the 12-month period immediately prior to commencement of the leave; and
 - 3) Be employed at a worksite where 50 or more employees are employed by the City within 75 miles of that site.
- D. Employees who meet the eligibility requirements described above may be entitled to take up to 12 workweeks of unpaid leave for certain qualifying reasons during a 12-month period. The City designates the method used to calculate the 12-month period in which employees can take FMLA leave for qualifying reasons as the “rolling” method that is measured backward from the date the FMLA leave begins. Leave may be taken for any of the following qualifying reasons:
 - 1) The birth of employee’s son or daughter, and to care for the newborn child during the first 12 months following the birth;
 - 2) The placement with the employee of a son or daughter for adoption or foster care, and to care for the newly placed child during the first 12 months after placement;
 - 3) To care for employee’s spouse, son, daughter, or parent (but not in-law) with a serious health condition;
 - 4) Because of employee’s own serious health condition that makes the employee unable to perform one or more of the essential functions of his/her job.
- E. If both spouses are both employed by the City, they will be limited to a combined total leave of 12 weeks if the leave is taken for the birth of, or to care for, a newborn child; for the placement of, or to care for, a newly adopted or foster child; or to care for an employee’s parent with a serious health condition.
- F. Military Family Leave: In addition to the basic family and medical leave outlined above, there are two (2) types of Military Family Leave available:
 - 1) Qualifying Exigency Leave. Employees who meet the eligibility requirements described above may be entitled to take up to 12 weeks of unpaid leave for certain qualifying exigencies. This leave may be used if the employee’s spouse, son, daughter, or parent (the military member) is on covered active duty status or has been notified of an impending call or order to covered active duty. Qualifying exigencies may include:
 - i. Short-notice deployment: Leave (up to 7 calendar days) to address any issue that arises from an impending call or order to active duty in support of a contingency operation seven days or less prior to the date of deployment.
 - ii. Military events and related activities: Leave to attend any official ceremony, program, or event sponsored by the military related to the covered active duty or call to covered active duty.
 - iii. Child and school activities: Leave to arrange or provide for childcare or school-related activities.
 - iv. Financial and legal arrangements: Leave to make or update various financial or legal arrangements.

- v. Counseling: Leave to attend counseling (by someone other than a health care provider) when necessary as a result of the covered active duty or call to covered active duty status.
 - vi. Rest and recuperation: Leave to spend time with the military member who is on short-term, temporary, Rest and Recuperation leave during the period of deployment (up to 15 calendar days each instance).
 - vii. Post-deployment activities: Leave to attend arrival ceremonies (including funeral or memorial services), reintegration briefings and events, and any other official ceremony or program sponsored by the military for a period of 90 days following the termination of the military member's covered active duty status.
 - viii. Parental care: Leave to arrange for alternative care for a parent of the military member when the parent is incapable of self-care; to provide care for a parent of the military member on an urgent, immediate need basis; to admit to or transfer to a care facility; or to attend meetings with staff at a care facility when such care or arrangements are necessitated by the covered active duty or call to covered active duty status of the military member.
 - ix. Additional activities: Leave to address other events arising from the military member's covered active duty or call to covered active duty status agreed upon between employer and employee.
- 2) Leave to Care for Injured Servicemember. Employees who meet the eligibility requirements described above may take up to 26 weeks of leave in a single 12-month period to care for a covered servicemember with a serious injury or illness incurred in the line of duty on active duty, if the employee is the spouse, son, daughter, parent, or "next of kin" of the covered servicemember.
 - 3) Leave to care for a servicemember shall only be available during a single 12-month period and, when combined with other FMLA-qualifying leave, may not exceed 26 weeks during the single 12-month period. The single 12-month period begins on the first day an eligible employee takes leave to care for the injured servicemember.
 - 4) In cases where both spouses are employed by the City, they will be limited to a combined total of 26 weeks of leave during the 12-month period if leave is taken to care for an injured servicemember.
- G. Intermittent and Reduced Schedule Leave: FMLA leave usually will be taken for a period of consecutive days, weeks or months. However, leave because of a serious health condition may be taken intermittently (in separate blocks of time due to a single health condition) or on a reduced leave schedule (reducing the usual number of hours worked per workweek or workday), if medically necessary. Leave due to qualifying exigencies may also be taken on an intermittent basis. Intermittent or reduced schedule leave not medically necessary but requested by the employee (such as time to care for a newborn or newly placed child) may be approved on a case-by-case basis in the sole discretion of the City.
- H. If leave is unpaid, the City will reduce an employee's salary based on the amount of time actually worked. Employees will not be charged FMLA leave for periods during which they are working. FMLA leave will be accounted for in increments of one hour. Employees who require intermittent leave or reduced leave schedule are encouraged to arrange medical treatments and appointments to minimize work disruption to the extent possible. An employee requesting intermittent leave that is foreseeable may be required to transfer temporarily to an available alternative position offered by the City for which the employee is

qualified and which better accommodates recurring, intermittent periods of leave than the regular employment position of the employee. The employee will be entitled to equivalent pay and benefits but will not necessarily be assigned the same duties in the alternative position.

- I. Benefits and Protections: During an approved FMLA leave, the City will maintain the employee's health coverage as if the employee continued to be actively working. If paid leave (e.g., PTO, short- or long-term disability, etc.) is substituted for unpaid FMLA leave, the City will deduct the employee's portion of the health plan premium as a regular payroll deduction. If the leave is unpaid, the City will provide instruction and the employee must make other arrangements to pay his/her portion of the premium. Health care coverage will cease if premium payment is more than 30 days late. If payment is more than 15 days late, a letter will be sent notifying the employee of the late payment. If payment is not received within 15 days after the date of this letter, health care coverage will be dropped for the duration of leave, retroactively to the date the premium payment was due, as a result of non-payment of premiums.
- J. If an employee elects not to return to work for at least 30 calendar days at the end of the leave period, he/she will be required to reimburse the City for the cost of the health benefit premiums paid by the City for maintaining coverage during the leave unless the employee cannot return to work because of a serious health condition or other circumstances beyond his/her control.
- K. On return from an approved FMLA leave, employees will generally be returned to the same position held as when leave commenced or to an equivalent position with equivalent benefits, pay and other terms and conditions of employment. In addition, if health care coverage lapsed because of lack of premium payment, health care coverage will be restored upon return. Use of approved FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of an employee's leave.
- L. During FMLA leave, the employee will not accrue any additional employment benefits (e.g., PTO, holiday pay, bereavement leave, 401(k) contributions, etc.) except as specifically required by law or as provided in the City's written policies and plan documents. Benefits accrued by the employee before the leave began will be restored to the employee when he/she returns to work.
- M. Requesting FMLA Leave:
 - 1) Foreseeable: If an employee's need for FMLA leave is foreseeable, the employee must give the City at least 30 days prior notice of the need to take leave.
 - 2) Unforeseeable: When 30 days notice is not possible, employees must give notice as soon as practicable (generally within two business days of learning of the need for leave, except in extraordinary circumstances). Failure to provide such notice may be grounds for delaying or denying leave.
- N. Upon requesting leave, employees must provide sufficient information for the City to determine if the leave may qualify for FMLA protection, as well as the anticipated timing and duration of the leave. Vague, ambiguous or non-responsive information will be considered insufficient. Employees also must inform the City if the requested leave is for a reason for which FMLA leave was previously taken or certified. Refusal or failure to give reasons for requesting FMLA leave or to provide the requested medical certification may result in the delay or denial of FMLA leave.
- O. Medical Certification: An employee will be required to provide a timely, complete and sufficient medical certification by a health care provider if the leave request is: 1) for the employee's own serious health condition, 2) to care for a family member's serious health

- condition, or 3) military caregiver leave. Employees must provide the requested certification within 15 calendar days unless it is not practicable under the particular circumstances to do so despite the employee's diligent, good faith efforts. If the certification is not complete or is insufficient, employees will be required to obtain and provide the additional information necessary to make the certification complete and sufficient. Failure to provide the requested certification in a timely manner may result in delay or denial of the leave. If an employee refuses or fails to provide a certification, his/her leave request may be denied and the employee will be held to the City's attendance policy. If necessary, the City may contact the health care provider directly to clarify or authenticate a medical certification provided by an employee.
- P. The City, at its expense, may require the employee to obtain a second opinion if it has a reasonable question regarding the medical certification provided by the employee. If the second health care provider's opinion differs from the original medical certification, the City, at its expense, may require a third, mutually agreeable, health care provider to conduct an examination and provide a final and binding opinion. Separate certification may also be required regarding the nature of the family member's military service and/or the existence of a qualifying exigency, such as active duty orders. When a leave is requested, the City will notify the employee of the requirement for medical certification and when it is due. Failure to provide complete and sufficient certification as required may result in the delay or denial of FMLA leave.
- Q. Notice of Eligibility and Designation of FMLA Leave: After requesting FMLA leave, employees will receive written notice of:
- 1) Their rights and responsibilities in connection with such leave;
 - 2) The designation of leave as FMLA-qualifying or non-qualifying, and if not FMLA-qualifying, the reasons why; and
 - 3) The amount of leave, if known, that will be counted against the employee's FMLA leave entitlement. The City may retroactively designate leave as FMLA leave with appropriate written notice.
- R. Recertification: Depending on the circumstances of the leave, the City may require recertification of a medical condition for an employee's own serious health condition or a family member's serious health condition every 30 days in connection with FMLA-related absences. Recertification may be requested more often under some circumstances, such as with an extension of leave, if circumstances described in the previous certification have changed or the City receives information that causes it to doubt the validity of the employee's stated reason for the absences.
- S. Returning From Leave: If leave is taken because of an employee's own serious health condition (except when employee is taking intermittent leave), employees may be required to provide medical certification that they are fit to resume work. The certification must also identify any applicable restrictions. Fitness for Duty Certification Forms may be obtained from Human Resources. Employees failing to provide the release from their health care provider may not be permitted to return to work.
- T. Reporting While on Leave: If leave is taken because of an employee's own serious health condition or to care for a family member, employees must report periodically on their status and intent to return to work. In addition, employees must give notice as soon as practicable (within two business days, if feasible) if the dates of leave change, are extended, or initially were unknown.
- U. Paid Leave Utilization During FMLA Leave: FMLA leave is unpaid. Employees eligible for FMLA leave must first utilize accrued PTO days during this leave. Please note that

employees receiving short- or long-term disability or workers' compensation benefits will not be required to utilize their accrued PTO. However, employees may elect to utilize available PTO days to supplement these benefits. FMLA absences will be unpaid upon exhaustion of all paid leave. The substitution of paid leave time for unpaid leave time does not extend the applicable 12-week or 26-week leave allotment. In no case should the substitution of paid leave time for unpaid leave time result in receipt of more than 100% of an employee's salary.

- V. Concurrent Leaves of Absence: To the extent that an employee is entitled to take FMLA leave pursuant to this policy, and under the same circumstances is also entitled to take one or more kinds of leave pursuant to other policies or practices, both the FMLA and otherwise available leaves will be deemed to be taken concurrently.
- W. No Work While on Leave: While on approved leave, it is expected that employees only engage in those activities that are consistent with the reason for the leave. The taking of another job while on an approved leave of absence is grounds for immediate termination, to the extent permitted by law.
- X. Recordkeeping: Records and documents relating to certifications, re-certifications or medical histories of employees or employees' family members, created for purposes of FMLA, shall be maintained as confidential medical records in separate files/records from the personnel files.
- Y. Employees should contact the Human Resources Department for FMLA eligibility and provision details. A copy of FMLA provisions will be made available to employees upon request.

604 Accrued Sick Leave (CBA Article 5)

- A. Sick leave benefits are granted on the basis of: *(CBA 5.0)*
 - 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.
- B. Sick leave may be authorized on any scheduled work day other than holiday or other authorized absence for the following: *(CBA 5.1)*
 - 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 clearly 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.

- C. Reporting of sick leave may not cause more than the standard equivalent workday to be reported on the City's timekeeping software timesheet. *(CBA 5.1)*
- D. 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. *(CBA 5.2)*
- E. The employee shall complete a timesheet note (giving the reason sick time is being used) 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. *(CBA 5.4)*
- F. 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. *(CBA 5.5)*
- G. 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. *(CBA 5.5)*
- H. 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. *(CBA 5.5)*
- I. For an extended period of sick leave, a doctor's report of expected duration shall be sufficient. *(CBA 5.5)*
- J. 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. *(CBA 5.5)*

605 Funeral/Bereavement Leave (CBA Article 9)

- A. 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. *(CBA 9.0)*
- B. Employees may take up to 56 additional hours for the death of a spouse and up to 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 employees' accumulated sick or vacation leave. *(CBA 9.0)*
- C. All funeral/bereavement leave must be used within one year of the death. *(CBA 9.0)*
- D. A timesheet note explaining employee's relationship to the deceased 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. (CBA 9.0)

- E. The policy of the City of Yankton is to purchase flowers only in the event of an employee's death. This policy does not apply to family member's of the employee.

606 On the Job Injury (CBA Article 5)

- A. 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. (CBA 5.6)
- B. 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. (CBA 5.6)
- C. 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. (CBA 5.6)
- D. 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. (CBA 5.6)
- E. 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. (CBA 5.6)
- F. Responsibilities of Employee:
 - i. 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. (CBA 5.6)
 - ii. An employee's failure to follow this procedure by not immediately reporting 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. (CBA 5.6)
 - iii. 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. (CBA 5.6)

- iv. 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. (CBA 5.6)
- v. 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. (CBA 5.6)

G. No Retaliation:

- i. 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. (CBA 5.6)
- H. 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. (CBA 5.6)
- I. 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 Workers' Compensation. (CBA 5.7)
- J. 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 Workers' 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. (CBA 5.7)
- K. 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 Workers' Compensation benefits. (CBA 5.7)
- L. 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. (CBA 5.7)

- M. 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 their compliance is ensured. *(CBA 5.7)*
- N. 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. *(CBA 5.8)*
- O. The City shall treat disabilities due to pregnancy the same as other temporary disabilities. *(CBA 5.9)*
- P. 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. *(CBA 5.10)*

607 Jury Duty (CBA Article 11.2)

- A. 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 legally required witness, an 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. The employee may select to keep the payments received and use vacation or compensatory time for their normal scheduled workdays. *(CBA 11.2)*
- B. 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. *(CBA 11.2)*
- C. An employee who is required to make a court appearance in an official capacity in connection with the City of Yankton or as an expert witness shall be deemed to be on duty and no charge will be made against leave. Any compensation received for the appearance shall be turned in to the Finance Officer. However, if an employee is involved in a personal case, either as a plaintiff or as a defendant, the employee may be granted leave but the time the employee takes off will be charged either to accrued vacation leave, compensatory time off, or leave of absence without pay.

- D. An employee who is entitled to vote in a public election shall be given two (2) hours of time off with pay to vote, unless he/she has two non-working hours in which to vote while the polls are open. The City may designate the particular hour of absence. Voting leave is paid leave. The City may not, because of an employee's absence to vote, penalize the employee or deduct from an employee's usual salary or wages.

608 Holidays (CBA Article 3)

- A. Full-time employees shall receive eight (8) hours pay for each of the holidays listed below on which they perform no work. (CBA 3.0)
- B. All regular part-time employees of the City shall receive holiday pay based upon a prorated basis equal to their standard equivalent workday. (CBA 3.0)
- C. The following holidays will be observed by the City: (CBA 3.0)
1. New Year's Day – January 1
 2. Presidents' Day – 3rd Monday in February
 3. Memorial Day – Last Monday in May
 4. Independence Day – July 4
 5. Labor Day – 1st Monday in September
 6. Veterans' Day – November 11
 7. Thanksgiving – the 4th Thursday and Friday in November
 8. Christmas Eve (24th of December), unless Christmas Eve falls on a Friday, Saturday or Sunday;
 9. Christmas Day – December 25
 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:
 - i. Date of Hire in 1st Quarter – Three 8-hour days (Four 8-hour days in years when there are four personal days accrued);
 - ii. Date of Hire in 2nd Quarter – Two 8-hour days (Three 8-hour days on years when there are four personal days accrued);
 - iii. Date of Hire in 3rd Quarter – One 8-hour day (Two 8-hour days on years when there are four personal days accrued); and
 - iv. Date of Hire in 4th Quarter – No personal day (One 8-hour day on years when there are four personal days accrued) (CBA 3.0)
- D. 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. (CBA 3.1)
- E. When an employee is required to work on a holiday, the City will pay regular employees time and one-half (1 ½) for the number of hours actually worked, plus the holiday pay. (CBA 3.2)

- F. "Shift workers" working a shift that begins on a holiday will receive time and one-half (1 ½) for the number of hours actually worked plus the eight hours holiday pay. (CBA 3.2)
- G. 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. (CBA 3.5)
- H. 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. (CBA 3.3)
- I. 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. (CBA 3.4)
- J. The City Manager shall have discretion to grant all employees additional one-time paid holidays. (CBA 3.6)
- K. 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 first choice. Personal days may only be used in full-shift or half-shift increments. (CBA 3.7)

609 Leaves of Absence Without Pay (CBA Article 11)

- A. A leave of absence without pay may be requested by following the rules below. No sick or vacation leave shall accrue during a leave of absence without pay. (CBA 11.0)
- B. An employee shall be eligible for leave of absence without pay only at the discretion of their Department Head. Prior to taking leave of absence without pay, all sick and vacation leave shall be exhausted. (CBA 11.0)
- C. 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. (CBA 11.1)
- D. Duration: Sick leave without pay may not exceed forty-five (45) days unless approved by the City Manager. During the forty-five (45) calendar days, the City will continue to pay its portion of the employee's health and life insurance policies at the same rate as prior to the employee's request for sick leave without pay. At the end of the forty-five (45) day period, the City will have the option to terminate the employee's employment with the City and cease making any contribution to the health and life insurance policies of the employee. If

applicable, leave accommodation requests under the Americans with Disabilities Act and protected leave under the Family and Medical Leave Act shall take precedence over any conflicting provisions of this section.

- E. Educational Leave Eligibility: Educational leave of absence without pay may be granted to an employee not to exceed twelve (12) months. Course work shall be related to the employee's career field. The leave must be recommended by the Department Head and approved by the City Manager. If, upon investigation of responsible authorities, it is found that educational leave will be beneficial to the City as well as to the employee, and it is practical to allow the employee's position to remain vacant or to be filled by a temporary employee, educational leave without pay may be granted.
- F. Requesting Educational Leave Without Pay: Requests shall be submitted in writing to the Department Head two (2) months in advance of the starting leave date stating the reasons for the requested leave, the date the leave will begin and the probable date of return.
- G. Other Leave Without Pay Duration and Benefits: A Department Head or the City Manager may grant leaves of absence without pay up to forty-five (45) calendar days. During the forty-five (45) days the City will continue to pay its portion of the employee's life and health insurance. The City Manager may at his or her discretion extend the leave of absence without pay beyond forty-five (45) days.
- H. Eligibility: Any leave of absence without pay shall not be permitted until all vacation leave and compensatory time has been exhausted.
- I. Request: Any request for leave of absence for personal reasons shall be submitted in writing to the Department Head two (2) weeks prior to the starting leave date stating reasons for the request, the date the leave shall begin, and the probably date of return.
- J. An exception to the notice period may be made under special circumstances.

610 Military Leave (CBA Article 11)

- A. Active Duty: 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. (CBA 11.3B)

- B. Reserve Duty: 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. (CBA 11.3A)
- C. For employees whose military service is thirty-one (31) days or more health, vision, dental and life benefits 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. (CBA 11.3C)
- D. Drills: Employees shall be permitted to attend required monthly military weekend drills. Said employees shall be responsible for notifying their supervisor in advance of the scheduled drill so as to allow proper time to adjust City work schedules to provide adequate manpower for required City functions. The advanced notification by the employee may be given in writing to the Supervisor.
- E. Active Duty Request: The Department Head shall approve a military leave of absence upon the request of an employee. The employee must present a copy of active duty orders to the Department Head as soon as possible after receipt of such orders.
- F. Short Tour Request: The employee shall present copies of orders, specifying inclusive dates of the short tour, as soon as possible after notification to said employee's Department Head who shall then approve the military leave.
- G. Military leave reinstatement procedures are as follows:

- a. Limitation - the employee must apply for reinstatement within ninety (90) days after release from extended military service or within 90 days after hospitalization.
 - b. Proof of Discharge - the employee must present a copy of said employee's release for discharge from active military duty or a notarized copy thereof as proof to be eligible for reinstatement.
 - c. Physical Examination - the employee may be requested to have a physical examination prior to reinstatement to ensure the employee is capable performing all the essential functions of the job.
 - d. Honorable Discharge - the employee must be released or discharged under honorable conditions to be eligible for reinstatement.
- H. Position: An employee who entered the Armed Forces of the United States shall be reinstated to said employee's former position or to a comparable position and, if such position is not available, then to a position of like seniority, status and pay. Such right shall be subject to three limitations:
- a. Mental or Physical Disqualification. Reinstatement of employee cannot be required in position, which said employee is mentally or physically unqualified to fill.
 - b. Abolished Positions. If a position formerly held by an employee applying for reinstatement has been abolished, said employee shall be offered the opportunity of reinstatement in a position of like status and pay.
 - c. Lack of Seniority. Reinstatement of such employee must not make it necessary to lay off an employee of greater seniority.
- I. Seniority: When there are more applications for reinstatement than there are positions available, the position shall be filled according to seniority. Seniority shall accrue to the first person called to report to duty or perform duty of the armed forces, and thereafter to any similar employee next nearest to first person's employment in point of time if such first person shall not within the period set out to apply for reinstatement.
- J. Duties: Reinstated employees must actually perform the duties characteristic of their class, as do other employees.
- K. Other Classes: If there is no appropriate vacancy in the class of positions left by the former employee when said employee entered the Armed Forces, said employee may be placed in the appropriate vacancy in any other classes specified by said employee and deemed proper by the City Manager.
- L. Declining of Position Offered: If a former employee declined a proper reinstatement for a comparable position, said employee forfeits all reinstatement rights, except that said employee may request to be placed on the re-employment eligibility list.
- M. Employee on Probation: An employee who entered the Armed Forces while serving during said employee's probationary period on a regular appointment shall have said employee's name placed on the re-employment list according to seniority. However, employees must apply for reinstatement in accordance with the prescribed procedure.
- N. Benefits for reinstated employees will be based upon the following policies.
- a. Classification. The employee will be reinstated to a position in the current classification plan.

- b. Entrance Examinations. No new entrance test shall be required before reinstatement.
- c. Seniority. A reinstated employee shall be entitled to full reinstatement of seniority, including time served in the Armed Forces, following the date of reinstatement to the job. However, this policy shall not be construed as allowing sick leave, vacation leave, or retirement benefits to accrue for the time served in the Armed Forces.
- d. Sick Leave. Sick leave accrued prior to active duty shall be retained while the employee serves on active duty.
- e. Salary Adjustment. If a former employee who entered the Armed Services of the United States is reinstated or re-employed in the same position said employee held prior to entry in the Armed Forces, or in some other position of the same class, said employee's salary will be adjusted to the salary provided under the position classification and compensation plan prevailing at the time of reinstatement or employment.

611 Voluntary Transfer of Vacation Time Policy

- A. The voluntary transfer of vacation leave to other employees may take place in order to help those employees who have exhausted their leave accruals and are unable to work because of either extended personal illness or family crisis which requires a Leave of Absence.
- B. The guidelines for transfer are:
 - 1. Each employee will need to submit a Request for Vacation Donation to Human Resources. The request will be reviewed on a case-by-case basis and approved by the City Manager.
 - 2. A donor may authorize the transfer of up to 24 hours of vacation leave. A donor may transfer no more than 24 hours in a twelve-month period.
 - 3. The vacation leave balance of the employee donating hours may not drop below 40 hours due to the transfer.
 - 4. A vacation donation form, available in the Human Resources Office, must be completed. The donor's names and donations will be kept confidential; however, individual donors may personally inform the recipient of their transfer if they so desire.
 - 5. Transfers will only be permitted for a specified individual and during a specified time period to be announced by memorandum upon administrative approval. Donations will be taken in the order they are received and, in the event that all hours are not needed, the remainder will return to the donor's credit. Leave shall be transferred in order to grant full pay to the extent the donations allow. Partial pay shall not be allowed in order to extend the leave time.
 - 6. All vacation leave, sick leave (where allowed), and/or compensatory time must be exhausted before granting administrative leave of absence.
 - 7. If the recipient is on leave of absence status, he/she will not accrue sick or vacation and will not be eligible for holiday pay. He/she will be responsible for his/her share of their health and life insurance premiums. If he/she defaults due to insufficient pay for payroll deduction and no direct payment to the City, his/her health and life insurance shall not be continued except where applicable.

8. The hours donated shall be transferred on an hour for hour basis. The recipient will be paid at his/her normal hourly rate and will not be obligated to repay the leave donated.
9. Recipients receiving workers compensation benefits shall not be eligible for administrative leave of absence.
10. Administrative leave of absence may be authorized in conjunction with Family and Medical Leave.

612 Volunteers – City Disaster

- A. A City employee who is a member of an established volunteer organization (i.e. Red Cross) and who is called out to duty in the event of a disaster may be granted a leave of absence with pay.
- B. The leave of absence may be granted for a period not to exceed the designated number of days established by the City Manager. The request shall be submitted in writing to the Department Head as soon as possible stating reasons for the request, the date/time the leave shall begin and the probable return date.

700 DISCIPLINARY AND GRIEVANCE PROCEDURES (CBA ARTICLES 19 AND 20)

701 Disciplinary Procedures

- A. The City's disciplinary and grievance procedures explain the normal corrective and disciplinary process that may be used and identifies a way for employees to grieve certain decisions made.
- B. The City reserves the right to discipline any employee for performance, conduct, business or other job-related reasons, but not for any factors related to age, race, color, religion, gender, national origin, disability status, genetic information and testing, family and medical leave, pregnancy and childbirth or related medical conditions, sexual orientation, gender identity or express, protected veteran status or any other characteristics protected by law. The City Commission has the authority to discipline the City Manager and Finance Officer.
- C. The City Manager has the authority to discipline all Department Heads and employees, with the exception of the Finance Officer. Department Heads, with the approval of the City Manager, have the authority to discipline employees within their department.
- D. Disciplinary actions shall be applied when the proper authority determines such actions are necessary.
- E. 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. (CBA 20.0)

702 Forms of Discipline

- A. If just cause is determined, a disciplinary action may be in the form of a written reprimand, suspension, denial or delay of step increase, probation, or dismissal as defined below. The City may, but is not required to, apply these actions progressively. Depending on the frequency and severity of the violation, the City Manager shall have the right to skip or repeat certain steps in the progression of the disciplinary action.
- B. Infraction, violation of, or noncompliance with any provision, requirement, policy or regulation set forth in this manual or as later amended, may be cause for any of the forms of discipline.
- C. Infraction, violation of, or noncompliance with any provision, requirement, policy or regulation of the employee's department may be cause for any of the forms of discipline.
- D. Any disciplinary action may be the subject of the grievance procedure as set forth in 713 of this manual.

703 Written Reprimand

- A. Supervisors and/or Department Heads and the City Manager may reprimand employees for violation of municipal or department rules. Reprimands shall be made in a civil, constructive, businesslike manner. Note of the reprimand will be added to the employee's personnel file. When placed in the employee's file, a copy of the reprimand shall be provided to the employee and the representative by the Department Head. Department Heads are subject to the same action by the City Manager.
- B. Written reprimands for violation of municipal or department rules shall be forwarded to the City Manager to be made a part of the employee's personnel file. A copy will be provided to Human Resources and a copy to the Union, if applicable.
- C. Supervisors and/or Department Heads utilizing a reprimand as a disciplinary tool shall endeavor to do so with reason and with an attitude of not only admonishing or warning the employee, but also to lead, guide, direct and instruct the employee in how to correct and avoid repeating the behavior.
- D. The employee may submit a written statement of response which shall be attached to the reprimand in the personnel file.

704 Suspension (CBA 20.1(3))

- A. When circumstances warrant, a Department Head or the City Manager may initiate the immediate suspension of an employee. If issued by a Department Head, a written notification will be sent to the City Manager for his/her concurrence.
- B. A written report on all such suspensions shall be promptly forwarded to the City Manager by the Department Head to be filed in the employee's personnel file.
- C. An employee who is suspended shall be advised of the action in writing stating the reason and the duration of suspension within twenty-four (24) hours after the suspension is made effective.

- D. Suspension may be with or without pay. Suspension without pay may not exceed three hundred twenty (320) work hours in a twelve (12) month period and no single suspension will be more than eighty (80) working hours.
- E. 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.
- F. Department Heads are subject to the same action by the City Manager.

705 Denial or Delay of Step Increase

- A. The City Manager may, in writing delay a step increase for an indefinite period of time or deny a step increase when in his/her opinion it is not warranted. A report on the reason for delay or denial of a step increase shall be filed in the employee's personnel file.

706 Probation

- A. An employee who has successfully completed their probationary period for the position held may be placed on Administrative Probation when general work performance shows a deterioration.
- B. The maximum amount of time the employee will spend on Administrative Probation will be six (6) months.
- C. The number of times that an employee can be placed on Administrative Probation will not be limited during their employment. During Administrative Probation, the employee may, with the approval of the City Manager, be terminated from employment with the City.
- D. The City shall provide written notice of such action to the employee and the representative.

707 Dismissal

- A. The City shall not dismiss an employee without just cause.
- B. Any employee may be dismissed with notice by the City Manager or by the Department Head with written approval of the City Manager. Such action shall be taken only when other forms of disciplinary action or penalties are deemed to be inappropriate by the City Manager or have proven unwarranted or ineffective in dealing with the particular employee.
- C. Unless exercised by the City Manager, this form of disciplinary action shall be exercised by written recommendation of the Department Head and approval of the City Manager. Each employee having completed a six (6) month probationary period shall be entitled to a hearing before the City Manager and shall be notified of the schedule for the hearing, as outlined in Section 803.
- D. 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 representative.

708 Grounds for Disciplinary Action

- A. This section contains examples of both expected behavior and grounds which warrant disciplinary action for any employee in the service of the City of Yankton. However, disciplinary action may be taken for reasons other than those herein outlined.
1. Appearance: All municipal personnel are encouraged to maintain a clean and well-groomed appearance in keeping with their job and conducive to good public relations. They shall comply with the policy and requirements of the respective department including, but not limited to, wearing apparel, personal appearance, hygiene, and safety. Refusal or failure to comply with departmental policies may result in disciplinary action.
 2. Behavior: Employees shall maintain a constructive, businesslike attitude which strives to promote harmony among coworkers and respect for positions of authority at all times. Employees who are unable or unwilling to get along with superiors, coworkers or the public, or who persist in exhibiting a negative or uncooperative attitude toward the job may be subject to disciplinary action.
 3. Conduct: Employees shall conduct themselves in a manner appropriate to their position as public servants and not reflect discredit upon the City.
 - i. All municipal employees and volunteer staff are expected to maintain high standards of conduct and cooperation in their relationships with their fellow employees, Department Heads, City officials and the general public.
 - ii. In accepting a position with the City of Yankton an employee also accepts a position of trust and responsibility. Employees shall not be permitted to engage in off-duty conduct that detracts from the public's confidence in the City or in the employee's ability to perform his or her job-related duties well. Any information to which employees may have access because of their position with the City and which may be detrimental to the City shall be kept in strictest confidence.
- B. No equipment, material or supplies, being the property of the City of Yankton, shall be removed from its location or used without proper authority. The Supervisor, Department Head or City Manager shall be the only persons with jurisdiction and authority to grant such permission. Vehicles and other equipment assigned to individual personnel shall be utilized for City work or business unless otherwise authorized by the City Manager.
- C. The use of City property for any personal use, whatsoever, is prohibited.
- D. Equipment or Property: Any employee who causes damage to or is negligent in the care or operation of City owned equipment or property may be subject to disciplinary action.
- E. Insubordination: All employees are expected to carry out any lawful, just and legitimate instruction or order of their superiors including compliance with these personnel rules and policies. Failure to do so may result in disciplinary action up to and including dismissal.
- F. Job Performance: As job performance is the basis for reaching all goals, completing all projects and maintaining the standards expected by the public, all employees will strive for the highest level of performance in their position. The types of behavior listed below and other inappropriate behaviors not listed below may result in disciplinary action.
1. Tardy: Unexcused tardiness or absenteeism.

2. Procrastination: Has deliberately or negligently delayed, prolonged, slowed down or procrastinated in the performance of their own duties.
3. Influence Others: Has influenced or attempted to influence any employee to delay, undermine, slow down, procrastinate or in any way failed to properly carry out their duties.
4. Theft of property or removal of records from City files.
5. Other: Is unreliable, neglectful, unfit, incompetent, unwilling or incapable of fulfilling or carrying out their assigned duties and responsibilities.

709 Voluntary Separations and Grievances

- A. Except when protected activity is being grieved, employees who voluntarily terminate their employment will have any outstanding or unresolved grievances immediately dismissed.

710 Non-Grievable Actions

- A. Written reprimands, suspensions, and termination of employees during their employee probationary period may not be grieved except on the basis of a prohibited form of discrimination.

711 Signing Requirements

- A. In all cases of disciplinary action, the employee will be required to sign the written documentation of discipline and such documentation shall be dated and placed in the employee's personnel file. If the employee refuses to sign the documentation, a notation to that effect shall be made by the decision-making authority with another City employee or official as a witness.
- B. The employee may submit a written statement of response to the disciplinary action which shall be attached to and remain with the disciplinary action in his/her personnel file.
- C. In all instances in this policy, where an employee is required to sign, signing does not imply agreement with the action, only that the contents have been made known to or discussed with the employee on that date.

712 Grievance Procedure (CBA Article 19)

- A. Definitions:
 1. 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.
 2. Employee: An employee of the City may include an individual or group of employees who are similarly affected by a grievance.
 3. Days: All days referred to shall be calendar days. (CBA 19.0)
- B. 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:

1. Step One: The employee, and/or his 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. *(CBA 19.1A)*
 2. Step Two: If the matter is not resolved at Step One, the representative or 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. *(CBA 19.1B)*
 3. Step Three: 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. *(CBA 19.1C)*
 4. Step Four: 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. *(CBA 19.1D)*
- C. Either party may appeal the decision of the Department of Labor as prescribed by law. *(CBA 19.1E)*
- D. An employee who has been dismissed or suspended may submit a grievance starting at Step Three of the grievance procedure. *(CBA 19.1F)*
- E. A copy of all grievances shall be submitted to the Human Resources Director. *(CBA 19.2)*
- F. 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. *(CBA 19.3)*
- G. In reducing the grievance to writing, the following must be stated with reasonable clarity:
1. The nature of the grievance.
 2. The date or approximate date of the alleged grievance.
 3. The provisions of the agreement or the rule or regulation that is alleged to have been violated.
 4. The remedy which is sought. *(CBA 19.4)*
 5. The date of grievance submitted.
- H. No employees or group of employees shall be reprimanded, disciplined, or discriminated against for exercising their rights. *(CBA 19.5)*

800 SEPARATIONS

801 Types of Separation

All separations from the classified City service shall be designated as one of the following types and shall be accomplished in the manner indicated:

- A. Dismissal. At any time during an probationary period a Department Head, with the approval of the City Manager, may separate any employee whose performance does not meet with required standards. Further, an employee under an probationary period is not entitled to a hearing related to the termination.
- B. Resignation. An employee who desires leaving the City's classified service, shall file with the immediate Department Head at least two (2) weeks before leaving the service, a written resignation stating the effective date and the reasons for leaving. The Department Head may permit a shorter period of notice because of extenuating circumstances.
- C. Reorganization, reclassification and reduction in force.
- D. Management possesses the sole right to operate the City and to carry out its statutory mandates (CBA 6.0)

802 Exit Interview

- A. It is a policy of the City of Yankton for the Department Head/Supervisor to conduct an exit interview prior to the employee's voluntary separation from employment. The exit interview is conducted for several purposes, including:
 - 1. To resolve all outstanding matters between the City and the employee;
 - 2. To advise the employee of the affect their separation will have upon all benefits and what benefits they have coming upon separation; and
 - 3. To aid the City in gathering information to help improve the City's working environment and other employment relationships.
 - 4. To pinpoint opportunities for employee development.
- B. Each employee is encouraged to complete an exit Interview and meet with or forward it to their Department Head who will forward the form to the Human Resource department for review.

803 Dismissal (CBA 20.1-4)

- A. Dismissal shall be handled as a disciplinary action as provided in Section 700.
- B. The City shall not be permitted to dismiss an employee without just cause unless the employee is in his/her in-training period. 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.

804 Layoff (CBA Article 18)

- A. 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.
- B. In the event the 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.
- C. Employees laid off shall be returned to work according to their seniority provided they can perform the available work.
- D. 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 returned to work.
- E. 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.
- F. 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.
- G. 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 for 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 a 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/her sole judgment, sufficient extenuating circumstances are presented.

805 Death

- A. Separation shall be effective as the date of death. All compensation in accordance with City policies shall be paid to the estate of the employee.

806 Retirement Age

- A. There is no mandatory retirement age for municipal employees. However, all employees must continue to perform all the essential functions of their job.

807 Conditions of Separation

- A. An employee’s final paycheck may be withheld until any City property is returned in working order.
- B. Separation Pay: Employees who leave the City service shall receive payment for all earned salary, accrued vacation and accrued compensatory time. They shall also receive any shift pay accrual, and sick leave pay-out which may be due them. However, all such payments shall be subject to deduction for any indebtedness pursuant to 807A. These payments will be received in the final payment issued on the normal payment date for the last pay period worked. (Note: SDCL 6-11-10 provides that final payment shall be within five days of termination if the employee is terminated.)

900 DRUG-FREE WORKPLACE

901 City’s Commitment to Drug and Alcohol-Free Workplace

- A. The City has a strong commitment to its employees to provide a safe, healthy and productive work environment and to promote high standards of employee health. Consistent with the spirit and intent of this objective, the City will act to eliminate any substance abuse which could impair an employee’s ability to safely and effectively perform a job and which increases the potential for accidents, absenteeism, substandard performance, and tends to undermine public confidence in the City’s work force.
- B. The City’s goals are to establish and maintain a work environment that is free from the effects of alcohol and drug abuse and to maintain the reputation and integrity of the City by preventing unacceptable behavior by its employees that discredits the City and its employees.
- C. While the City has no intention of unreasonably intruding into the private lives of its employees, the City does expect employees to report for work in a condition to perform their duties, make the work environment safe for other employees, and represent a proper image to the citizens. It is clear that employee off-the-job, as well as on-the-job, involvement with drugs and alcohol can have an impact on the City’s goals.
- D. Any restriction upon any employee under these policies shall also apply to a volunteer serving the City during any period the volunteer is upon City property or providing service for the City, excepting the City’s volunteer firefighters who shall be subject to the drug and alcohol policy adopted by the Yankton Volunteer Fire Department.

902 Drug and Alcohol Abuse

- A. The unlawful manufacture, distribution, dispensing, possession or use of controlled drugs or substances or the use of alcohol while on duty, on or off property owned or leased by the City is proper cause for disciplinary action.
- B. Any illegal controlled drug or substance possessed or ingested while on duty by employees will be turned over to the appropriate criminal justice agencies and may result in criminal prosecution. This does not apply to public safety officers who are in possession of an illegal controlled drug or substance while acting in the line of duty.

- C. It is not permitted for an employee to be under the influence of over-the-counter, controlled, or prescription drugs or substances or alcohol on the job, except that the legal use of controlled or prescription drugs or substances prescribed by a licensed physician is not prohibited (excepting marijuana or any substance containing a THC Metabolite, which is always prohibited on the job), but employees in positions where side effects of the prescribed medication or substance could adversely affect safety on the job are required to make such use known to their Department Head.
- D. The illegal use, sale, and possession of controlled substances or prescription drugs while off duty and off municipal premises which results in a criminal conviction is unacceptable. Off-duty, alcohol-related criminal convictions are also unacceptable. They may affect the job performance and the confidence of the public in the City's ability to meet its responsibilities. Such off-the-job conduct may be proper cause for disciplinary action.
- E. It is not permitted for an employee to intentionally ingest, inhale, or otherwise take into the body any substance other than alcoholic beverages for the purpose of being intoxicated, unless such substance is prescribed by a licensed physician (excepting marijuana or any substance containing a THC Metabolite, which is always prohibited on the job).

903 Testing for Drugs or Alcohol

A. Discretionary Substance Testing:

The City may require drug and alcohol testing in the following instances:

1. Pre-Employment – as a condition of hiring.
2. Random – periodically throughout employment.
3. Post-Accident or Injury – following a workplace accident or injury that causes personal injury or property damage.
4. Reasonable Suspicion – when cause exists to believe someone has violated this drug-free policy or is under the influence of drugs or alcohol during working hours.
5. When Prescribed by Law – such as Department of Transportation (DOT) requirements for individuals with a Commercial Driver's License (CDL).

B. Mandatory Substance Testing:

Any employee whose order, action or failure to act is determined to be, or cannot be ruled out as, a causative factor in the events leading up to or causing an incident or accident shall be tested for alcohol and drugs when the following incidents occur on duty unless a supervisor, Department Head, or the City Manager determines that the employee's actions were not a causative or contributing factor:

1. An employee shoots a person.
2. An employee accidentally discharges a firearm.
3. An employee is involved in an incident in which a human fatality occurs.
4. An employee whose performance could have contributed to an incident or accident in which a person is injured and requires immediate treatment away from the scene of the incident or accident, or a motor vehicle or equipment is damaged to the extent that it

must be towed from the scene or is rendered inoperable and requires more than simple repairs. Such damage does not include tire disablement without other damage.

- C. Circumstances which constitute a basis for determining reasonable suspicion may include, but are not limited to:
 - 1. Abnormal or erratic behavior that is so unusual that it warrants summoning an immediate supervisor, Department Head or other individual for assistance.
 - 2. Information provided by a reliable and credible source with personal knowledge.
 - 3. Direct observation of drug or alcohol use.
 - 4. Presence of the physical symptoms of drug or alcohol use (i.e. glossy or blood-shot eyes, alcohol odor on breath, slurred speech, poor coordination and/or reflexes).
 - 5. Possession of substances in violation of the City's drug and alcohol policy.
- D. The employee, when testing is required, may be asked to submit to urine and/or breath alcohol testing by qualified medical personnel at the City's expense. Prior to testing, the proper authority shall secure a signed release from the employee to have the clinic/medical provider release medical information to the City.
- E. An employee who refuses to consent to a required drug and/or alcohol test, or who refuses to sign an authorization releasing test results to the City, will be subject to disciplinary action, up to and including termination. A positive result from a drug and/or alcohol test will result in disciplinary action up to and including termination.
- F. When testing is required because of reasonable suspicion the proper authority is required to detail in writing the specific facts, symptoms, or observations that led to the reasonable suspicion. This documentation, which includes the results of the drug or alcohol test as confirmation of the use of drugs or alcohol on the job, shall be given to the City Manager and placed in the employees personnel file only if confirmed by the drug and/or alcohol test.
- G. Drug and/or alcohol test results are confidential, and only those with a need to know are to be informed of the results. Disclosure of test results to any other person, agency, or organization is prohibited unless written authorization is obtained from the employee.

904 Drugs Selected for Testing

- A. Drug and/or alcohol testing will be performed by a clinic/medical provider selected by the City.
- B. Drugs selected for testing will be drugs or drug groups that are classified as "controlled substances under state or Federal law, and which adversely affect physical and/or mental performance. Drug testing may include, but is not limited to, testing for the controlled substance listed here:
 - 1. Alcohol, ethyl.
 - 2. Amphetamines/Methamphetamines (i.e. speed).
 - 3. Cocaine, Cocaine Metabolites.
 - 4. Opiates (i.e. to include but not limited to Codeine, Heroin, Morphine, Hydromorphone, Hydrocodone).
 - 5. Phencyclidine (PCP).

6. THC (Marijuana) Metabolite.

- C. A drug test reflecting the presence of a drug lawfully prescribed to the employee at levels within acceptable limits relative to the prescription (or the presence of THC Metabolite when the employee holds an unexpired medical marijuana card issued by the State of South Dakota) shall be treated as a negative test result as to such drug.

905 Employee Responsibilities

- A. An employee must not report to work while his/her ability to perform his/her job duties is impaired due to on-duty or off-duty alcohol or drug use. Employees called in for emergency duty to work outside their regular work schedule must not report to work impaired by off-duty alcohol or drug use.
- B. An employee must not possess or use alcohol or illegal drugs or prescription drugs without a prescription during working hours or while subject to duty (such as when scheduled to be on-call), on breaks, or during meal periods, except that use of or intoxication by Marijuana or any other product containing THC metabolite (regardless of prescription or status as a medical marijuana cardholder) shall be unequivocally prohibited during work hours or while subject to duty.
- C. An employee must notify his/her immediate supervisor before beginning work when taking any medication or drugs, prescription or nonprescription, which may interfere with the safe and effective performance of duties or operation of municipal equipment.
- D. An employee must notify his/her immediate supervisor of any drug or alcohol related criminal conviction for a violation occurring in the workplace or off-duty no later than five (5) days after such conviction.
- E. Any violations of the above stated policies may result in immediate disciplinary action, up to and including termination.
- F. Reporting Drug and Alcohol Use: The employee should immediately notify his/her immediate supervisor if an employee has knowledge that another employee, while on duty, is under the influence of alcohol or a controlled substance or is in possession of or is using a controlled substance on duty or at City facilities or work sites (unless such possession is in the scope of a law enforcement or other lawful duty).
- G. No Work After Violation of Substance Abuse Policy:

An employee shall not be on duty or report for duty after:

1. A reasonable suspicion test for drugs unless or until a negative test result is received without reasonable suspicion that the employee is under the influence as defined by these policies; or
2. A reasonable suspicion test for alcohol, unless the test was negative; or
3. Receiving any positive test for alcohol or drugs (except a positive test for a medication prescribed by a physician without an accompanying reasonable suspicion of being under the influence as defined by these policies); or
4. Any other prohibited conduct until a negative result is received, and/or the employee's division manager has approved his/her return to duty, after consult with the Human Resources Director, City Manager, or City Manager's Designee.

906 Management Responsibilities and Guidelines

- A. Immediate supervisors and Department Heads shall not physically search the persons of employees nor shall they search the personal possessions of employees without the freely given consent of, and in the presence of, the employee.
- B. Immediate supervisors and Department Heads shall notify the appropriate law enforcement agency when they have reasonable suspicion to believe that an employee may have illegal drugs in his or her possession or in an area jointly or fully controlled by the City.
- C. Any immediate supervisor or Department Head encountering an employee who refuses to consent to a required drug and/or alcohol test shall remind the employee of the requirements of the policy and that he or she may be subject to disciplinary action. The reason(s) for the refusal shall be considered in determining the appropriate disciplinary action. Where there is reasonable suspicion that the employee is under the influence of alcohol or drugs, the Department Head or immediate supervisor should direct the employee to remain at work for a reasonable time until the employee can be safely transported home.
- D. Nothing in this policy shall be interpreted as waiving or limiting the City's responsibility to maintain discipline, the City's right to invoke disciplinary measures, or the employee's right to follow the grievance procedure set forth in Section 700.
- E. Each employee will be given a copy of the City's policy on Drug and Alcohol Substance Abuse, which is included in the City's Personnel Manual. The employee will sign a receipt of a copy of the Personnel Manual, which will be placed in the employee's personnel file.
- F. The City will follow applicable state and/or federal regulations associated with employees in positions requiring possession of a commercial driver's license (CDL).
- H. Training Requirements Regarding Substance Policy:
Supervisors of employees holding CDLs, shall have at least one (1) hour of training on alcohol abuse and an additional one (1) hour of training on controlled substance use annually based on DOT regulations. Training will cover the physical, behavioral, speech and performance indicators of probable alcohol misuse and use of controlled substances. CDL holders will receive annual education on alcohol and controlled substance abuse.

All other City employees, including supervisors, are encouraged to attend training on alcohol and substance abuse.

1000 WORKPLACE VIOLENCE POLICY AND GENERAL PROCEDURES

1001 Policy Statement

- A. The City of Yankton maintains a zero tolerance policy toward workplace violence, or the threat of violence, by any of its employees, customers, the general public, and/or anyone who conducts business with the City.
- B. It is the intent of the City, (each department) to provide a workplace which is free from intimidation, threats, or violent acts. Each department has procedures specific to the work unit(s) for dealing with incidents of violence, and exercise reasonable efforts to conduct

training for unit employees in the department procedures related to dealing with workplace violence.

1002 Definitions

- A. Workplace violence includes, but is not limited to, verbal abuse, harassment, threats, physical attack, or property damage.
- B. A threat is the expression of an intent to cause physical or mental harm regardless of whether the person communicating the threat has the present ability to carry out the threat and regardless of whether the threat is contingent, conditional, or future.
- C. Physical attack is unwanted or hostile physical contact with another person such as hitting, fighting, pushing, shoving, or throwing objects.
- D. Property damage is intentional damage to property, which includes property owned by the City, employees, or others.

1003 Reporting Threats – Internal and External

- A. Each incident of violent behavior, whether the incident is committed by another employee or an external individual such as a customer, vendor, or citizen, should be reported to the Department Head.
- B. The Department Head will assess and investigate the incident and determine the appropriate action to be taken.
- C. The Department Head will inform the Human Resources Department of all reported incidents of workplace violence.
- D. In critical incidents in which serious threat or injury occurs, emergency responders such as Police, Fire, and/or Ambulance personnel must be immediately notified.
- E. As necessitated by the seriousness of the incident, the Human Resources Department may assemble a Threat Management Team in consultation with the City Manager.
- F. The Threat Management Team is responsible for establishing the protocol in the event of a threat or violent incident that may include, but is not limited to:
 - 1. Evaluating potential violence problems.
 - 2. Assessing an employee's fitness for duty.
 - 3. Selecting intervention techniques.
 - 4. Establishing a plan for the protection of co-workers, and other potential targets.
 - 5. Coordinating with affected parties such as victims, families, employees, media, or law enforcement personnel.
- G. Any employee who acts in good faith by reporting real or implied violent behavior will not be subjected to any form of retaliation or harassment. Any action of this type resulting from a report of violence should be reported to the appropriate management staff and proper action will be taken.

1004 Prohibited Actions and Sanctions

- A. It is a violation of this policy to engage in any act of workplace violence.

- B. Any employee who has been determined to be in violation will be subject to disciplinary action up to and including termination and, depending upon the violent act, may be subject to criminal prosecution.

1005 Department Security Audit and Training

- A. On an annual basis or whenever the physical layout of the workspace is significantly altered, the Department Head will examine the escape routes of the work area and communicate any changes to the department employees.
- B. On an as needed basis, the Department Head may request a security audit from the Police Department to determine whether any security measures, such as panic alarms, are necessary and effective.
- C. All employees should communicate with each other to be aware of any unusual activity that may identify the potential or actual occurrence of a violent incident.
- D. The Department Head, or his/her designee, will orient all new employees to departmental procedures regarding reporting incidents of violence, what to do if the employee is threatened and/or if an incident of violence actually takes place, and dealing with the after effects of an act of violence.

1100 Miscellaneous

1101 Political Activity

- A. Employees are encouraged to exercise their right to vote in City elections but shall not engage or participate in any other way in said elections except in an official capacity as part of their assigned duties.
- B. Any employee who intends to give testimony in a legislative process (including testimony to the City Commission) involving issues relevant to the City or the employee's position with the City, must get permission from his/her Supervisor and the City Manager prior to providing testimony. This policy does not prohibit the employee from taking leave and testifying for themselves or exercising their rights as citizens, in which case the employee shall make clear they are not speaking on behalf of the City.
- C. Employees should not have direct or indirect conversations with state or federal legislators or their staff involving policies relating to the City without knowledge of their Supervisor and the City Manager.
- D. No employee shall use in any way any building, space, facility, machine, other City property, or on-duty employee connected to the City for the purposes of solicitation, promotion, election or defeat of any candidate for public office. This shall not prevent, however, the rental of any facility for the normal fee charged.
- E. Employees are not permitted to hold a seat on the Board of City Commissioners.
- F. Nothing in this section shall be construed to prevent employees from becoming or continuing to be members of any lawful political organization, for attending lawful political

meetings, from expressing their view on political matters or from voting with complete freedom in any election.

- G. Employees may sign a petition provided that such an activity is in an off-duty status.

1102 Rest Periods (Coffee Breaks) (CBA Article 12)

- A. 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. (CBA 12.3)
- B. 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. (CBA 12.3)
- C. During each twelve (12) hour shift, three (3), fifteen (15) minute breaks are permitted.

1103 Lactation Breaks

- A. The City will provide a reasonable amount of break time to accommodate a female employee's need to express breast milk for the employee's infant child up to one year of age; unless additional time is required by state law. The break time should, if possible, be taken concurrently with other break periods already provided. The City will provide the employee a private room for lactation breaks.

1104 Gifts and Gratuities

- A. No employee of the City shall accept any fee, reward, gift or gratuity that has any connection whatsoever with said employee's municipal employment or the performance of an employee's official duties.
- B. It is expressly prohibited for any employee, in any way, to use their position or influence for private gain for themselves or others.
- C. A business gift of an advertising nature valued at \$25.00 or less, or a meal, will not be considered as having influence on the performance of an employee's duties.

1105 Workweek (CBA Article 12)

- A. It is the City's intent to create a standard work week within which an employee is expected to perform municipal services. The City also realizes that from time to time circumstances may arise in which an employee is required to work variable hours.
- B. Nothing within this policy is meant as a guarantee to the number of hours, either daily or weekly, that an employee may be required to work. However, it is the City's policy that every employee be treated equally and fairly when expected to work odd or extended hours.
- C. Most full-time employees normally work five eight-hour days per seven-day workweek and are subject to the overtime provisions set forth in this handbook.
- D. Since some departments require 24-hour staffing, the Department Head may establish a workweek different than the foregoing schedule but in compliance with the FLSA.
- E. City Department Heads and exempt positions shall work the number of hours necessary to ensure the satisfactory performance of their duties.

- F. The standard 40-hour work week for the purpose of calculating pay and overtime shall begin at 12:01 a.m. Saturday and end at midnight Friday. *(CBA 12.0)*
- G. 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. *(CBA 12.2)*
- H. Certified law enforcement personnel who are on patrol duty shall work a twelve (12) hour shift. Law enforcement personnel are subject to overtime provisions set forth in this handbook and the compensatory time off provisions set forth in the Fraternal Order of Police Collective Bargaining Agreement and in this handbook. Law enforcement staff personnel shall work 80 hours in a 14 day period.
- I. When the activities of a particular department require some other schedule to meet work needs, the City Manager may authorize a deviation from the normal schedule.
- J. 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. *(CBA 12.1)*

1106 Recording Time

- A. Non-exempt employees must maintain a record of their regular hours worked, overtime worked, holidays, and vacation or sick leave used for the purpose of calculating and issuing pay checks.
- B. Exempt employees are not required to keep a record of their time, however must track their sick and vacation time used.
- C. Supervisors are required to review and approve time records. The method of tracking time will be uniform throughout the organization.

1107 Personnel Records Maintenance

- A. The City Manager shall maintain such personnel records as are necessary for the proper administration of the personnel system. The City shall maintain in personnel records only information that is relevant to accomplishing personnel administration objectives.
- B. The following information on each employee shall be maintained in the employee's personnel file and shall be open to public inspection:
 - 1. Salary
 - 2. Routine directory information

Other information maintained in an employee's personnel file are not considered public records and may be made available only in accordance with applicable open records laws, and provisions of this manual.

- C. Any person may have access to the public information listed above for the purpose of inspection, examination, and copying during the regular business hours, subject only to such

rules and regulations for the safekeeping of public records as the City Commission may adopt. Access to such information shall be governed by the following provisions:

1. All disclosures of records shall be accounted for by keeping a written record (except for authorized persons processing personnel actions) of the following information:
Name of employee; information disclosed; date information was requested; name and address of the person to whom the disclosure is made; purpose for which information is requested. This information must be retained for a period of two years.
 2. Upon request, records of disclosure shall be made available to the employee to whom it pertains.
 3. An individual examining a personnel record may copy the information.
 4. Any person denied access to any record shall have a right to compel compliance with these provisions and applicable law to a court for a writ of mandamus or other appropriate relief.
- D. All information contained in a City employee's personnel file other than the information previously listed shall be kept confidential and shall be open to inspection only as provided in this section.
1. The employee or his/her duly authorized agent may examine all portions of their personnel file except letters of reference solicited prior to employment, and information concerning a medical disability, mental or physical condition, that a prudent physician would not divulge to his patient. However, a licensed physician designated in writing by the employee to examine the employee's medical record may examine this portion of the file.
 2. A City employee having supervisory authority over the employee may examine all material in the employee's personnel file.
 3. By order of a court of competent jurisdiction or by valid subpoena, any person may examine all materials in the employee's personnel file.
 4. An official of an agency of the state or federal government or any political subdivision of the state may inspect any portion of a personnel file when such information is deemed by the City Manager to be necessary and essential to the pursuance of a proper function of the inspecting agency, but no information shall be divulged for the purpose of assisting in a criminal prosecution of the employee or for the purpose of assisting in an investigation of the employee's tax liability.
 5. Each individual requesting access to confidential information will be required to submit satisfactory proof of identity.
 6. A record shall be made of each disclosure and placed in the employee's file (except of disclosures to the employee and supervisor).
- E. Records relating to internal investigations into the conduct of employees shall be kept separate from personnel files. Such records shall be kept strictly confidential and no person may have access to such records or disclose any information contained therein without explicit approval of the City Manager.

- F. If an internal investigation is undertaken in response to a complaint by a citizen, then the City may disclose to the complainant that an investigation was made and whether the City determined that the charge was founded or unfounded. The City may not disclose the nature of any disciplinary action taken.

1108 Executive Session – Personnel Discussion

- A. It is the policy of the Board of City Commissioners to move into executive session to discuss personnel issues such as employee qualifications, competence, performance, and character or fitness.
- B. In accordance with South Dakota’s open meeting law, no official action will be taken except in an open official meeting. Such sessions are called to protect the employer/employee relationship.

1109 Hazardous Weather and Early Closing Policies

- A. The City of Yankton offices are open and operate normally throughout the year with the exception of approved holidays. The City has established a procedure by which variation in office openings and/or closings may occur as a result of hazardous weather. The City Manager and Department Heads will develop and distribute hazardous weather policies.
- B. The City of Yankton will be open and all employees will be expected to make reasonable efforts to get to work. Employees unable to arrive for work on any such day will need to use vacation/comp/personal time for the scheduled shift. If no vacation/comp/personal time available, the employee will not be paid for the day. All employees who are unable to report to work should call their department supervisor and report their absence prior to the start of their work day.
- C. In the event of an emergency, the City Manager may close City Hall or other City facilities for a period of time designated by the City Manager, with the exception of emergency services and other essential City facilities. (CBA 11.6)
- D. 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:
 - a. use accrued vacation time;
 - b. use accrued compensatory time;
 - c. use unpaid time;
 - d. work the hours as normal (if approved by the City Manager);
 - e. 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
 - f. report to the City Manager to be assigned work in a department that is providing essential City services. (CBA 11.6)
- E. 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. (CBA 11.6)

1110 Technology Usage Policy

- A. Employees of the City of Yankton are provided access to a variety of technological equipment, software and resources including, but not limited to, a computer network (which includes network resources, email, and the Internet), software, electronic information and files, cellular phones, cameras, tablets, and video cameras.
- B. All users must adhere to the same code of professional ethics that governs all other aspects of City communication. This policy does not purport to address every technology related situation or scenario. It is the employee's responsibility to use sound judgment. Should an employee identify an issue or situation that they are uncertain how to deal with, they should inquire with management.
- C. The following policies outline the acceptable uses of the City technology resources:
 - 1. The City's technology resources and all data stored on or transmitted with such resources is the exclusive property of the City. Employees who use City technology resources have no expectation of privacy for any data or materials stored or transmitted using these resources.
 - 2. The City may monitor or block access to internet sites, monitor or block email, inspect any and all files or data stored on or transmitted with or using City technology related resources.
 - 3. End users are prohibited from downloading, installing and/or operating unauthorized programs applications and devices.
 - 4. Employees may download software directly related to conducting City business after obtaining from Information and Technology Services approval. Employees must arrange to have such software properly licensed and registered. Downloaded software must be used only under the terms of the license.
 - 5. Each employee is responsible for reading, understanding and following all applicable licenses, notices, contract, and agreements for software that he or she uses on City technology related equipment.
 - 6. Employees are prohibited from installing City software on personal equipment without prior authorization.
 - 7. No employee may probe, bypass or attempt to bypass any security measure or procedure. Employees are prohibited from distributing viruses, spyware, malware, spam or participating in other questionable activities.
 - 8. Employees shall not permit any unauthorized individuals use of City technology resources, computers, networks or internet connections.
 - 9. Employees shall protect passwords and sensitive data from disclosure.
 - 10. Outside technology equipment, devices or media may not be connected to City resources. This restriction includes electronic media, 3rd party computers or devices and other technology related equipment.
 - 11. The use of technology resources for harassment or other inappropriate behavior regarding age, race, color, religion, gender, national origin, disability status, genetic

information and testing, family and medical leave, pregnancy and childbirth or related medical conditions, sexual orientation, gender identity or express, protected veteran status or any other characteristics protected by law.

12. Sexually explicit material may not be accessed, displayed, archived, stored, distributed, edited or recorded using City technology resources. An exception may be made for official police/investigative purposes.
13. Nothing in this policy is intended to restrict communications or prevent employees from engaging in protected activity under the NLRA, such as discussing wages, benefits, or terms and conditions of employment or legally required activities.

1111 Social Media Policy

- A. Some employees may be requested to use social media as part of their regular duties. Social media is defined as media to be disseminated through social interaction, created using highly accessible and scalable publishing techniques. Examples include but are not limited to LinkedIn, Twitter, Facebook, Instagram, TikTok, YouTube, and Snapchat.
- B. Both in professional and personal roles, employees are required to follow the same behavioral standards online as they would in real life. The same laws, professional expectations, and guidelines for interacting with citizens, co-workers, supervisors, media and others apply online as in the real world. Employees are liable for anything they post to social media sites.
- C. It is the City's policy that employees:
 1. Protect confidential and proprietary information: Do not post confidential or proprietary information about the City of Yankton or other employees.
 2. Respect copyright and fair use: When posting, be mindful of the copyright and intellectual property rights of others and of the City.
 3. Do not use the City of Yankton's name or logos for endorsements: Do not use the City logo or any other City images or iconography on personal social media sites. Do not use the City of Yankton's name to promote a product, cause, or political party or candidate.
 4. Respect City time and property: City computers and time on the job are reserved for City related business as approved by supervisors and in accordance with the Technology Use Policy.
 5. Obey the Terms of Service of any social media platform employed.
 6. The use of social media while on work time, should be limited and must not interfere with the job performance.
 7. Employees are encouraged to use proper business etiquette at all time. Employees are responsible for any/all comments made on social media.
 8. The City reserves the right to monitor all posts to protect its interests and monitoring compliance with the public entity's social media.
 9. Employees are encouraged to keep social media accounts clean.

- D. City Employees posting on behalf of an official City unit shall adhere to the following policies:
1. Notify the City Manager and Information and Technology Service: Departments that have a social media page or would like to start one should contact the City Manager's office to ensure all City social media sites coordinate with other City of Yankton sites and their content.
 2. All institutional pages must have a full-time appointed employee who is identified as being responsible for content.
 3. Acknowledge who you are: If you are representing a department of the City of Yankton when posting on a social media platform, acknowledge this and disclaim this if you are not.
 4. Have a plan: Departments should consider their messages, audiences, and goals, as well as a strategy for keeping information on social media sites up-to-date.
 5. Link back to the City: Whenever possible, link back to the City of Yankton website. Ideally, posts should be very brief; redirecting a visitor to content that resides within the City of Yankton web environment as necessary.
 6. Protect the institutional voice: Posts on social media sites should protect the City's public voice by remaining professional in tone and in good taste. No individual department should construe its social media site as representing the City as a whole. Consider this when naming pages or accounts, selecting a profile picture or icon, and selecting content to post – names, profile images, and posts should all be clearly linked to the particular department or unit rather than to the City as a whole.
 7. Administrative rights for all social media outlets associated with the City of Yankton shall be granted to the Director of Information & Technology Services.
- E. Nothing in this policy is intended to restrict communications or prevent employees from engaging in protected activity under the NLRA, such as discussing wages, benefits, or terms and conditions of employment or legally required activities.

1112 Cellular Phone Policy

- A. The City recognizes that certain employees are required to maintain and use cellphones for city business purposes. The City must be able to contact certain employees at all times for work-related emergencies, or such employees are required to be available to speak with contractors, vendors, other employees, and City officials and residents when the employee is away from a landline phone and at times outside of the employee's normal work day. To fully perform their job duties, such employees require access to cellphone email, data applications, and scheduling functionality.
- B. 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 hourly 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.

- C. As a representative of the City of Yankton, all phone users are reminded that regular business etiquette when speaking from any office phones should also be used when conversing on a cellphone for City business.
1. To ensure effective telephone communications, employees should always speak in a courteous and professional manner.
 2. Cellphones should be turned off or set to silent or vibrate mode during meetings, conferences and in any circumstance where incoming calls may be disruptive.
 3. Employees are reminded that they are representing the City of Yankton to the outside world every time they use City of Yankton's telephone, electronic and wireless communication devices including but not limited to cell phones, laptop computers, removable storage devices, Internet access and e-mail to directly or indirectly conduct City of Yankton business.
 4. The City of Yankton reserves the right to monitor all posts to protect its interests and monitoring compliance with the public entity's social media.
- D. *Personal cellphones:* While personal telephone calls, personal phone use, and/or text messaging using City telephones are not prohibited, their frequency, duration, and volume should not interfere with ongoing work nor distract fellow employees.
1. all material, data, communications and information created on, received, or transmitted by, printed from or stored or recorded on a personal cell phone for the City's business or on behalf of the City is the property of the City.
 2. in order to prevent misuse, the City reserves the right to monitor, intercept, review and remotely wipe, without further notice, all City content in the City's sole discretion. Employee thus has no expectation of privacy whatsoever in any City content.
 3. It is Employee's responsibility to regularly back up personal content so that personal information is not lost if the device is wiped.
 4. Employee must use best efforts to physically secure such devices against loss, theft, damage or use by persons who have not been authorized to access the device.
 5. Employees must immediately report any device used for City business that is lost, stolen, accessed by unauthorized persons or otherwise compromised so that the City can assess the risk and, if necessary, remotely wipe all City content.
 6. Employee must promptly provide the City with access to such device when requested or required for the City's legitimate business purposes, including in the event of any security incident or investigation.
 7. Nothing in this Agreement is intended to restrict communications or prevent employees from engaging in protected activity under the National Labor Relations Act ("NLRA"), such as discussing wages, benefits, or terms and conditions of employment or legally required activities.

- E. Excessive personal calls, personal phone use and/or text messaging during the workday can interfere with employee productivity and be distracting to others. Employees are therefore asked to make personal calls, personal phone use, and/or text messages on nonwork time where possible and ensure that friends and family members are aware of the City's policy. Flexibility will be provided in circumstances demanding immediate attention.
 - 1. In the case of an emergency, when an employee is required to respond to work correspondence outside their normal work schedule, the employee should either clock in to the City's payroll system or record time spent working on behalf of the City and visit with their supervisor the following day to have their timesheet modified to include said time.
 - 2. Employees may not use their personal devices for work purposes during periods of unpaid leave without authorization from a supervisor. The City reserves the right to deactivate the City's application and access on the employee's personal device during periods of unpaid leave.
 - 3. City of Yankton will not be liable for the loss of personal cellphones or other electronic devices brought into the workplace.
 - 4. Any applications that employees elect to add and use on personal devices on personal time are not subject to overtime.
- F. City-provided Cellphones: When job duties or business needs demand, the City of Yankton may issue a business cellphone or other electronic device to an employee for work-related communications. Personal use of City of Yankton-owned cellphones should be kept to a minimum.
 - 1. Employees in possession of City of Yankton-owned cellphones are expected to protect the equipment from loss, damage or theft.
 - 2. Upon resignation or termination of employment, or at any time upon request, the employee may be asked to produce the phone for return or inspection.
 - 3. Employees unable to present the electronic equipment and accessories in good working condition within the time period requested (for example 24 hours) may be expected to bear the cost of a replacement.
 - 4. Employees who separate from employment with outstanding debts for equipment loss or unauthorized charges will be considered to have left employment not in good standing and may be subject to legal action for recovery of the loss.
- G. Safety Issues for cellphone use: All employees are expected to follow applicable local, state, and federal laws and regulations regarding the use of cellphones (whether personal or city issued) at all times.
 - 1. Employees whose job responsibilities include regular or occasional driving and who are issued a cellphone for business use are expected to refrain from using their phone while driving. Use of a cellphone while driving is not permitted by the City of Yankton. Safety must come before all other concerns.

2. Regardless of the circumstances, including slow or stopped traffic, employees are required to use hands-free operations or pull off to the side of the road and safely stop the vehicle before placing or accepting a call.
 3. Employees are encouraged to refrain from discussion of complicated or emotional matters and to keep their eyes on the road while driving at all times.
 4. Special care should be taken in situations where there is traffic or inclement weather, or the employee is driving in an unfamiliar area.
 5. Reading or sending text messages while driving is strictly prohibited.
 6. Employees who are charged with traffic violations resulting from the use of their phone while driving will be solely responsible for all liabilities that result from such actions.
 7. The use of camera or other video or audio recording-capable devices on City of Yankton premises is prohibited without the express prior permission of employee's Department Head and of the person(s) subject to recording. Video or audio recording in restrooms is strictly prohibited.
 8. Employees violating this policy will be subject to discipline, up to and including termination of employment.
- H. Nothing in this policy is intended to restrict communications or prevent employees from engaging in protected activity under the NLRA, such as discussing wages, benefits, or terms and conditions of employment or legally required activities.

1113 Clothing and Appearance Policies

- A. Each employee's dress, grooming and personal hygiene should be appropriate to the work situation. Cleanliness and good grooming are expected.
- B. Employees are expected at all times to present a professional, business-like image to the public.
 1. The appearance of employees that do not regularly meet the public is to be governed by the requirements of safety and comfort, but should be as neat as working conditions permit.
 2. The appearance of office workers and employees who have regular contact with the public shall follow normally accepted standards for similar situations.
- C. The wearing of suggestive attire, soiled clothing, or a radical departure from conventional dress is not permitted.
- D. The wearing of clothing exhibiting offensive language, images or logos from other units of government are prohibited.

1114 Tuition Reimbursement Policy

- A. Any fulltime employee, in good standing and off of probation, wishing to complete a college degree (associate's bachelor's or graduate program) or technical school to enhance overall knowledge, skills, and job performance, and at the same time increase the individual's value to the City as an employee, may submit a written request to their Department Head for the

- reimbursement of tuition. The request must be submitted prior to enrolling in the class, including the name of the program, the estimated cost of tuition, estimated completion date, and verification as to how it will enhance the employee's job performance or future professional growth within the City of Yankton.
- B. Coursework or a track of coursework not related to a specific degree but related to an employee's job function or role in the organization may also be considered for reimbursement. If approved by the Department Head, a recommendation will be made to the Director of Human Resources and Employee Engagement and to the City Manager.
 - C. The employee will be reimbursed the cost of tuition or enrollment fee upon proof of successful completion of the class, according to the schedule below. The employee must obtain a "C" grade or better in course work, or a certificate designating the successful completion of all requirements set forth by the Technical School. Employees will be reimbursed for tuition only and not be reimbursed for the cost of books, fees, materials, or student loan interest. Reimbursements may be limited depending on the available budget.
 - D. Employees receiving approval to attend a college or on-going class during work hours will be required to make up any lost work time. Arrangements to do so must be coordinated through the employee's immediate supervisor or department head.
 - E. Reimbursement Schedule. Tuition reimbursement may be granted for a maximum of twelve (12) semester hours in any academic year. Reimbursement shall be based on the individual's performance as follows:
 - 1. A or above 100%
 - 2. to B+75%
 - 3. to C+50%
 - 4. D and below constitutes no reimbursement allowance
 - F. All courses must be through a university, college, or technical/community college that has been accredited by the American Council on Education (ACE) in the "Accredited Institutions of Postsecondary Education Directory".
 - G. Classes will not be reimbursed for employees seeking a second technical, associate's, bachelor's, or master's degree unless the City Manager grants prior approval.
 - H. The decision to approve or disapprove reimbursement will be authorized by the City Manager and provided in writing by the Director of Human Resources and Employee Engagement.
 - I. If an employee can attend an approved college, university, or technical school and is eligible to receive military or other tuition assistance, the employee cannot receive the City tuition reimbursement.
 - J. The tuition reimbursement program is retroactive to the eligible employee's date of employment. Denial of a reimbursement may be related to budgetary constraints each year. Employees may reapply for consideration.
 - K. The tuition reimbursement funding will come from the department in which the employee is employed in.
 - L. Employees seeking reimbursement for educational expenses must agree in writing to repay the City if they leave the City voluntarily within three years from the date of reimbursement. Repayment will be in accordance with the following schedule:
 - 1. Within one (1) year of reimbursement 100%
 - 2. Within two (2) years of reimbursement 75%
 - 3. Within three (3) years of reimbursement 50%
 - M. Employees must have completed their required probationary period and in good

standing to become eligible for tuition reimbursements.

- N. Once coursework is complete and the employee is ready to receive reimbursement, the employee must submit the following:
1. Application for Tuition Reimbursement signed by the Employee, Department Head, and Director of Human Resources and Employee Engagement.
 2. Transcript or equivalent showing grades/GPA or equivalent AND completion of degree.
 3. Proof of payment or student loan documentation.
 4. Amount requested for reimbursement and detailed accounting.

1115 Arrest Policy

- A. Any employee who has been arrested or charged with or has reasonable knowledge to believe they will be arrested or charged with any felony or any crime (including misdemeanors) involving a sex offense or illegal drugs or illegal use of legal drugs shall immediately report this information to his or her supervisor. The supervisor is required to immediately report this information, through the chain of command, to the appropriate department secretary, bureau commissioner, or institution administrator who shall report it to the Commissioner of the Bureau of Human Resources. Department Secretaries and Bureau Commissioners may approve more extensive reporting requirements.

1116 Notary Policy

- A. Employee issued notary equipment belongs to the City of Yankton and shall be stored at your place of work. During your employment with the City of Yankton, you may not use City issued equipment to independently charge for providing notary services. Notary commissions will generally not be issued until the completion of the work probationary period. Upon separation of employment with the City, all issued equipment shall be returned.

1117 Labor Conventions, Activities and Negotiations (CBA Article 11)

- 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 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.
- D. 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.

1118 Key and Property Policy

- A. Keys and property issued by the City of Yankton are a great responsibility for security and safety of all of employees and of great cost to the department responsible for them if lost. Employees may be assigned keys and City owned property from time to time.
- B. It is the employee's responsibility to notify the immediate Supervisor or Department Head if key(s), computer equipment, or other City issued equipment are lost. If keys are in possession of an employee after the approved shift, the employee could receive disciplinary action. Employees who accidentally take keys home, the employee must notify the supervisor immediately and return the keys to the Department at the earliest convenience. Failure to return keys may result in disciplinary action.
- C. In the event of Lost Keys / Equipment, follow the following steps:
 - a. Notify your immediate supervisor or Department Head immediately upon notice that your keys or other City issued equipment are missing.
 - b. Supervisor or Department Head will notify City Manager immediately.
 - c. If the keys or City issued equipment cannot be located, Supervisor or Department Head will notify City Manager.
 - d. Please be advised that failure to report as per described above could result in disciplinary action.
- D. The U.S. Department of Labor opinion letter FLSA2006-7 advises employers that deductions from an exempt employee's pay to reimburse the employer for lost or damaged equipment would violate the salary basis rule and is not permitted.

1119 Pet Policy

- A. The City of Yankton is responsible for assuring the health and safety of all employees. In keeping with this objective, the City of Yankton has formulated a policy balancing these concerns with the desire to promote a positive employment experience by allowing appropriate pets in the office. A pet may be allowed in the office if its health and behavior are acceptable within an office setting, and if it does not adversely affect office operations.
- B. A pet owner wishing to bring a pet to the office should first obtain written permission from his or her immediate Department Head or in their absence, the City Manager. Any decision to allow a pet to come to the office, or to exclude a pet from the office, will be made by the owner's immediate Department Head or City Manager. That decision will be final.
- C. The privilege of bringing a pet to work is subordinate to the health, safety, and comfort of persons who may come into contact with animal at the office. An animal may be excluded from the office if it:
 - a. Causes any person to experience allergic reactions, fear, or any other physical or psychological discomfort;
 - b. Distracts any employee from their work; or
 - c. Reduces any employee's productivity or quality of work.
- D. Any individual with a grievance regarding an animal at the office should bring the matter to the attention of the owner's immediate Department Head.
- E. In addition, the following animals may not be brought to the workplace:
 - a. Sick animals
 - b. Animals with fleas or any disease that is communicable to other animals in the office or to humans
 - c. Animals that have not been properly vaccinated, or that have internal or external parasites;
 - d. Dogs that bark or behave aggressively; or
 - e. Animals that foul the inside or outside of the building.
- F. Animals must be licensed within the City of Yankton.
- G. Animals that have not been spayed or neutered will not be permitted to come to the office in season.
- H. All animals must be in the continuous full control of their owners. They should be in the physical presence of the owner, in the owner's office, or in the space around the owner's desk at all times. Owners are expected to clean up, completely and immediately, after their animals. An employee who brings an animal to the office is completely and solely liable for any injuries or any damage to personal property caused by the animal. Any repair or cleaning/maintenance costs incurred by an animal will be charged in full to the owner.
- I. City of Yankton may, at its discretion, require animal owner to maintain a liability insurance policy covering damage or injuries caused by the animal while at the office. The City may specify minimum coverage amounts under such a policy and may require the owner to pay for such coverage. City of Yankton shall not be liable for loss of, or injury to, any animal brought to the office.

Animals that bite will be immediately removed from the premises and will not be allowed to return. The privilege to bring a pet to work may be revoked at any time by the department head or city manager.

City of Yankton 15 Mile Residency Requirement





**CONSENT & WAIVER AGREEMENT FOR USING PERSONAL CELL
PHONE FOR BUSINESS USE**

The below-named employee certifies that they consent to using their personal cell phone (said number is listed below) for City of Yankton business use.

GOALS AND OBJECTIVES

It is understood and agreed that the City of Yankton and said employee share the following goals and objectives in regard to using their personal cell phone for City of Yankton business.

- Employee acknowledges that the cell phone (listed below) is their personal cell phone.
- Employee acknowledges that on occasion said Employee may choose to voluntarily access their work email, respond to a work email, or answer or make a call regarding City of Yankton business while using their personal cell phone.
- Employee further understands that by using said personal cell phone, that they are considered at work or on work time and that said Employee is 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.
- Employee further understands and acknowledges that:
 - a. Employee will abide by all local, state and federal laws as well as the City of Yankton’s Personnel Manual regarding using cell phones while driving.
 - b. Conduct business in a professional manner.
 - c. The City of Yankton is not responsible for any usage, billing, reimbursement or replacement of said personal cell phone.
- Employees receiving a reimbursement from the City of Yankton for a phone expense acknowledge the fact that their phone may be subject to electronic discovery pursuant to a legal process involving business of the City of Yankton.

Dated this ___ day of _____, 2023

Employee’s Name

Cell Phone Number

Employee’s Signature

Supervisor

Director of Human Resources

City Manager

DISCIPLINARY ACTION FORM



EMPLOYEE: _____
DEPARTMENT: _____
SUPERVISOR: _____

ID Number: _____
POSITION: _____

TYPE OF ACTION:

- Written Warning
- Suspension: Begins: _____ Ends: _____ Totals Hours Suspended: _____
- Termination: Effective: _____
- Other: _____

Date(s) of Incident: _____ Time of Incident: _____

Explanation of the Incident(s) or Behavior(s):

Reported by:

Documentation (please describe and attach copies):

Employee's Comments:

Corrective Action Plan:

Next Action Step if Problem Continues:

Please reference and read the following section of the Personnel Manual, CBA or FOP

Follow up

- Two weeks One month Three months Six months

I acknowledge receipt of this disciplinary action and that its contents have been discussed with me. I understand that my signature does not necessarily indicate agreement and that refusal to sign will not invalidate the disciplinary action. I understand that this form will be placed in my personnel file. I further have been informed that I may submit a written response to the information in this form, and that my written response will also be kept in my personnel file.

Employee Signature

Date

Manager/Supervisor Signature

Date

Manager/Supervisor Signature

Date

Department Head

Date

City Manager

Date

HR Initials

Copy Provided to FOP/AFSCME

*Copies of this form and any attachments should be sent to the Employee.
The originals should be sent to Human Resource Department.*

RECORD OF VERBAL WARNING

EMPLOYEE: _____
 DEPARTMENT: _____
 SUPERVISOR: _____

ID Number: _____
 POSITION: _____

WARNING RELATED TO:

- | | | |
|---|--|---|
| <input type="checkbox"/> Absence | <input type="checkbox"/> Violation of Safety Rules | <input type="checkbox"/> Violation of Policies/Procedures |
| <input type="checkbox"/> Tardiness | <input type="checkbox"/> Unauthorized use of equipment/materials | <input type="checkbox"/> Dishonesty |
| <input type="checkbox"/> Unsatisfactory job performance | <input type="checkbox"/> Harassment | <input type="checkbox"/> Falsification of Record |
| <input type="checkbox"/> Insubordination | | <input type="checkbox"/> Other |

Date(s) of Incident: _____ Time of Incident: _____

Explanation of the warning:

Summary of corrective plan of action:

Next Action Step if Problem Continues:

Please reference and read the following section of the Personnel Manual, CBA or FOP

Follow up

- Two weeks One month Three months Six months

I acknowledge receipt of this verbal warning and that its contents have been discussed with me. I understand that my signature does not necessarily indicate agreement and that refusal to sign will not invalidate the verbal warning. I understand that this form will be placed in my personnel file.

Employee Signature

Date

Manager/Supervisor Signature

Date

Manager/Supervisor Signature

Date

Department Head

Date

City Manager

Date

HR Initials

Copy Provided to FOP/AFSCME

***Copies of this form and any attachments should be sent to the Employee.
The originals should be sent to Human Resource Department.***

City of Yankton Employee Performance Evaluation

Objective:

The formal performance evaluation system is designed to:

- Maintain or improve each employee's job satisfaction and morale by letting him/her know that the supervisor is interested in his/her job progress and personal development.
- Serve as a systematic guide for supervisors in planning each employee's further training.
- Assure overall consideration of an employee's performance and focus maximum attention on achievement of assigned duties.
- Assist in determining and recording special talents, skills, and capabilities that might not otherwise be recognized.
- Assist in planning personnel moves and placements that will best utilize each employee's capabilities.
- Provide an opportunity for each employee to discuss job problems and interests with his/her supervisor.
- Assemble substantiating data for use as a guide, although not necessarily the sole governing factor, for such purposes as promotions, disciplinary action, and termination.

Instructions:

Review the employee's work performance for the entire period; refrain from basing judgment on isolated events or recent events that do not fall within the evaluation period. Disregard your general impression of the employee and concentrate on one factor at a time.

Evaluate the employee based on standards and expectations for their assigned job, considering the length of time in the job. Rate only those factors that are applicable to the job and include examples for each section. Mark the number that most accurately reflects the level of performance for the factors appraised using the rating scale described below:

Rating scale:

- 1= Performance, knowledge, skill level or abilities are **unacceptable** compared to position requirements
- 2= Performance, knowledge, skill level or abilities are **consistently below** position requirements
- 3= Performance, knowledge, skill level or abilities are **sometimes below** position requirements
- 4= Performance, knowledge, skill level or abilities **meets** position requirements
- 5= Performance, knowledge, skill level or abilities **sometimes exceed** position requirements
- 6= Performance, knowledge, skill level or abilities **consistently exceed** position requirements
- 7= Performance, knowledge, skill level or abilities are **superior** compared to position requirements
- N/A= **Not applicable**

*Any area rated at three or below and any area rated at six or above requires an entry in the comments section

City of Yankton Employee Performance Evaluation

Employee name:

Evaluation period:

Prepared by:

	Unacceptable		Meets			Exceeds		N/A
	1	2	3	4	5	6	7	N/A
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

1. Appearance and department

Presents a professional, neat appearance in attire appropriate to assignment or activity. Follows department directives in the wearing of appropriate attire. Instills confidence and respect of employees and the department through personal conduct and behavior, which is professional and businesslike.

	1	2	3	4	5	6	7	N/A
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

2. Attendance, punctuality, preparedness for duty

Arrives on time, fully prepared for all scheduled work day. Attends all department meetings, training, and contributes to same. Completion of daily activities, reports, or assignments are in a timely manner. Utilizes sick time only when necessary. Plans time off and makes notifications well in advance.

	1	2	3	4	5	6	7	N/A
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

3. Attitude, acceptance of direction, interpersonal skills

Maintains a positive attitude in general. Follows and carries out all directions with a positive professional attitude. Responds positively to constructive criticism. Accepts ideas and approaches to solutions, which are different from their own. Displays sensitivity, fairness, and patience when dealing with others. Refrains from insensitive or unprofessional remarks, gestures, writing, or other communications.

	1	2	3	4	5	6	7	N/A
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

4. Initiative and tenacity

Maintains self-initiated activity at a level comparable to team/department average. Makes appropriate suggestions and offers solutions and assistance to other department employees. Motivates others by setting a positive example.

1 2 3 4 5 6 7 N/A

5. Judgment and decision making

Uses appropriate discretion with daily tasks. Displays common sense and makes sound decisions in general. Requires minimal supervision, but seeks help, clarification, or guidance when appropriate and before mistakes occur. Communicates issues to appropriate Supervisor.

1 2 3 4 5 6 7 N/A

6. Effectiveness under stress

Maintains a calm, controlled demeanor in high-stress situations. Makes logical, sound decisions and communicates effectively under pressure. Clearly recalls, articulates, and documents events or actions taken under high-stress situations.

1 2 3 4 5 6 7 N/A

7. Knowledge

Understands and properly applies knowledge of the current city and department directives that affect their day to day assignment. Takes appropriate action, utilizes proper procedures and investigative techniques with regard to directives, based on their knowledge.

1 2 3 4 5 6 7 N/A

8. Equipment

Operates vehicles and other equipment safely and in accordance with instructions and procedures. Maintains equipment and ensures it is prepared for the next user. Reports damaged or unsafe equipment immediately. Utilizes safe practices with equipment that minimizes the risk of damage or injury.

1 2 3 4 5 6 7 N/A

9. Technical skills, department-community involvement

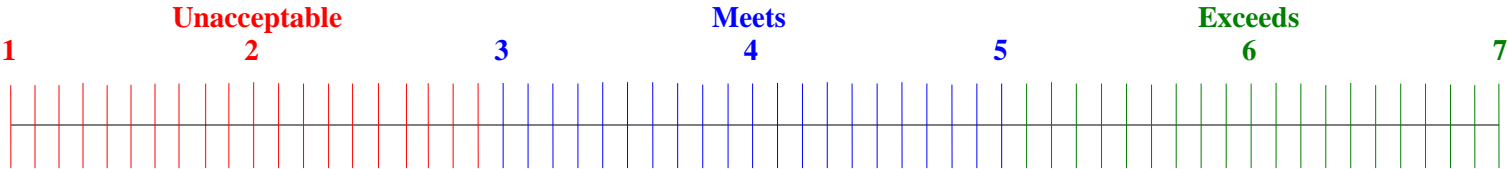
Maintains a high level of proficiency or involvement in areas beyond the requirements of his/ her normal assignment. His/ her skills, additional involvement, or volunteerism is a benefit to the department and the community.

Substantiated employee complaints, corrective action plans, or discussion record entries received during this evaluation period

Achievements

Goals and Expectations

Overall evaluation for this period



Performance Summary

Employee comments

Performance Evaluation Required Signatures

_____ **date** _____

Employee

_____ **date** _____

Supervisor

_____ **date** _____

Department Head

_____ **date** _____

City Manager



MERIT INCREASE REQUEST FORM

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.

_____, _____, _____
(Employee Name) (Position Title) (wage rate)

Work Performed as above and beyond is as follows:

Employee Signature

Date

Manager/Supervisor Signature

Date

Manager/Supervisor Signature

Date

Department Head

Date

City Manager

Date

HR Initials

Copy Provided to FOP/AFSCME

*Copies of this form and any attachments should be sent to the Employee.
The originals should be sent to Human Resource Department.*



Request for Voluntary Donation of Vacation

Name: _____ Department: _____

Current Address: _____

Reason for the Request (Explain): _____

Signature: _____ Date: _____



TO: Human Resources

FROM: _____
Print Name

Please transfer _____ hours of my vacation leave to _____.

I understand that this leave will be transferred at the rate of one hour to one hour.

Please view section 611 of the Personnel Handbooks for full details.

1. Each request will be reviewed on a case-by-case basis and approved by the City Manager.
2. A donor may authorize the transfer of up to 24 hours of vacation leave. A donor may transfer no more than 24 hours in a 12-month period.
3. The vacation leave balance of the employee donating hours may not drop below 40 hours due to the transfer.

Employee Signature

Date

WAGE ADJUSTMENT REQUEST FORM

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.

_____, _____, _____,
 (Employee Name) (Position Title) (wage rate)

was responsible for covering the duties of _____,
 (Employee Name)

_____, _____, while they were on a leave of absence.
 (Position Title) (wage rate)

The period of time for working out of class: _____ to _____.

_____ Employee Signature	_____ Date
_____ Manager/Supervisor Signature	_____ Date
_____ Manager/Supervisor Signature	_____ Date
_____ Department Head	_____ Date
_____ City Manager	_____ Date
_____ HR Initials	_____ Approved _____ Denied

*Copies of this form and any attachments should be sent to the Employee.
 The originals should be sent to Human Resource Department.*

Memorandum #23-42

To: City Commission
 From: Finance Officer
 Date: March 2023
 Subject: Municipal Election Board

South Dakota Codified Law 9-13-16.1 requires that the governing body shall appoint a minimum of two deputies and one superintendent for each precinct and set the compensation to be paid.

I recommend the following election workers be appointed to serve for the City of Yankton Municipal Election to be held on April 11, 2023.

Vote Center 1 – City Hall
 Myrna Hunhoff - Superintendent
 Marlin Mulloy - Deputy
 Mike Hawk - Deputy
 JoAnn Huitema - Deputy
 Paula Hallberg - Deputy

Vote Center 3 – Absentee
 Nancy Fisher
 Jane Bobzin
 Kimberly Christensen

Vote Center 2 – North Fire Station
 Sharon Fiedler - Superintendent
 Bob Diede - Deputy
 Malena Diede - Deputy
 Elaine Harty – Deputy
 Jane Lemay - Deputy

Vote Center Reserve Worker Listing
 Anne Mello
 Daniel Korus
 Nancy Nissen

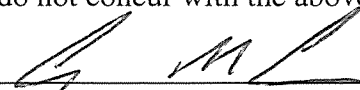
I recommend that compensation be set at \$200.00 for the Superintendents, \$180.00 for the Deputies, and \$60.00 for Absentee Ballot Counters. Payment for the E-Poll book refresher training will be \$35.00 for attending.



 Al Viereck, Finance Officer

I concur with the above recommendation.

I do not concur with the above recommendation.



 Amy Leon, City Manager

_____ Roll Call

Memorandum #23-38

To: City Commission
From: Finance Officer
Date: 3/6/2023
Subject: Mayor's Appointments to Consolidated Board of Equalization

The Yankton County Commission, Yankton City Commission, and the Yankton School Board have, by resolution, formed a Consolidated Board of Equalization to hear valuation, classification, and assessment questions and appeals. The Consolidated Board will be comprised of the five Yankton County Commissioners, three members of the Yankton City Commission (Bridget Benson, Tony Maibaum, and Nathan Johnson served in 2022 with Mike Villanueva as the alternate) and one member of the Yankton School Board.

The Board set April 11, 2023 at 11:00 am for opening board adjustment and April 21, 2023 starting at 10:00 am for hearing appeals. It shall continue in session, adjourning from time to time, until all properly filed appeals have been determined and equalization is completed. The board shall remain in session no longer than three weeks after the second Tuesday of April (SDCL 10-11-71). Municipal board members may participate and vote only in the equalization of property within the boundaries of the City's taxing district.

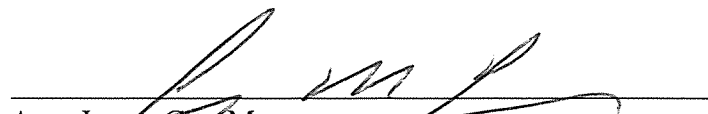
The Mayor, at this Commission Meeting, shall appoint three commissioners to serve on this Consolidated Board of Equalization and one commissioner to serve as an alternate. The action then needs to be approved by the City Commission.

Thank you,



Al Viereck
 Finance Officer

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



Amy Leon, City Manager

Memorandum #23-43

To: Amy Leon, City Manager
From: Todd Larson, Director of Parks, Recreation, & City Events
Subject: Cemetery Mower Purchases
Date: March 6, 2023

The 2023 budget provides for the purchase of mowers for the Yankton Cemetery. The Department has \$15,000.00 budgeted.

The mowers requested for purchase are Hustler Fastrack 54" mowers with rear discharge. The price is \$6,800.00 for each. The City of Yankton will trade in two Hustler Fastrack 54" mowers purchased in 2020. The trade-in value of the two mowers is \$3,000.00 for each.

Recommendation: It is recommended that the Commission approve the purchase of the two Hustler Fastrack 54" mowers at the cost of \$13,600.00, and approve Resolution #23-08 authorizing the trade in of two 2020 mowers for \$6,000.00, making the net purchase price \$7,600.00.

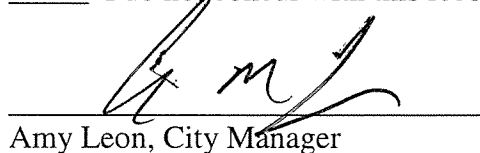
Respectfully submitted,



Todd R Larson
Director of Parks, Recreation, & City Events

I concur with this recommendation.

I do not concur with this recommendation.


Amy Leon, City Manager

RESOLUTION #23-08

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

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

SURPLUS PROPERTY TO BE TRADE-IN

Year	Description	Division
2020	Hustler mower serial number ending: 0339	Cemetery
2020	Hustler mower serial number ending: 0341	Cemetery

Adopted:

Stephanie Moser
Mayor

Attest:

Al Viereck
Finance Officer

Memorandum #23-44

To: Amy Leon, City Manager
 From: Todd R. Larson, Director of Parks, Recreation & City Events
 Date: March 7, 2023
 Subject: Ford F350 One-ton 4x4 truck purchase

The 2023 budget provides for the purchase of a replacement truck for the Department of Parks and Recreation.

The State of South Dakota has completed their vehicle bidding for 2023 models. The list includes a vehicle meeting our needs as the new truck will replace an older one-ton. Lamb Motors is listed on the bid document as the specified dealer. The Parks staff are working with Lewis and Clark Ford of Yankton to determine if they can supply the truck at the bid price.

The vehicle requested for purchase is a 2023 Ford F350 One-ton 4x4 truck. Base cost for the vehicle is \$48,958. Upgrades to the base will include a larger engine, dual rear wheels, PTO with electric throttle, vinyl seats, 110v converter, large back-up display, Fx4 off-road package, tires for mud and snow, high mounted rear camera, and a block heater (attachment). Total cost for the truck will be \$56,194.

The 2023 budget provides \$55,000 for the purchase of the vehicle. The Department will push the tractor replacement that was budgeted for \$32,000. This will allow for the purchase of the lift box that will be installed onto this truck after it is purchased.

Recommendation: It is recommended that the Commission approve the purchase of the 2023 Ford F350 truck and upgrades for the Parks Department at a cost of \$56,194.

Respectfully submitted,



Todd R Larson
 Director of Parks, Recreation, & City Events

I concur with this recommendation.

I do not concur with this recommendation.



 Amy Leon, City Manager

____ Roll Call

20B. TRUCK 1 TON 4 X 4 LONG BOX

LAMB MOTORS
 FORD F350
 CONTRACT #: 17619

FLEX FUEL

These are the most ordered colors by the State. Please indicate your manufacturer's color name and any additional costs. Additional paint costs will be added to the base cost of the vehicle for evaluation purposes.

COLOR	MANUFACTURER COLOR NAME	ADDITIONAL COST (if any)
Blue	Anti-Matter Blue	
Gray	Carbon Gray	
Red	Race Red	
→ Silver	Iconic Silver	

- Engine, 6.2 V8
- Transmission, Automatic
- Power Door Locks with FOBs
- Brakes – ABS
- Power Windows
- Electronic 4-wheel drive selection
- Radio, AM/FM
- Bluetooth Capability
- Backup Camera
- Deep Tint Rear Windows
- Armrest, Fold Down (Cloth Only)
- Air Conditioning
- Air Bags, Side Impact
- Bumper, Rear Step
- Cruise Control
- Floor Covering, Rubber
- Box Length 8'
- Single Rear Wheels
- Guard, Skid plate Package - Manufacturer's Standard
- Trailer Tow pkg., Cooler, Engine Oil Cooler, Cooler, Transmission
- Light, Rear Cargo
- Lights, Clearance Roof, 5 Amber Color
- Brake Controller, Integrated
- Mirrors, Trailer, Powered, Adjustable, Heated
- Tow Hooks, 2 on Front
- Seats, Cloth, Split Bench
- Tilt Steering
- Spare tire, full size, jack, and accessories
- Tire, Spare Wheel & Tire Mounted Outside, Vehicle MFG. Standard Bracket
- Tires, LT All Terrain
- Wipers, Multiple Speed
- Factory Cab Headliner
- Full-Length Stainless-Steel Cab Running Boards (Wheel to Wheel) (may be dealer installed)
- Factory Freight

Want dealer installed

Delivery Date 60 – 240 days

Base Cost

→ Regular Cab \$45,083
 Extended Cab \$47,407
 Crew Cab \$48,958

- • Engines, Option, Gas 7.3 \$2505
- • Engines, Option, Diesel 6.7 \$10950
- Axle, Rear Ratio Option (Contact Vendor) \$575
- Short Box Length 6.75' NC
- Box Delete/with filler hose kit NC
- • Dual Rear Wheels – 13000GVW \$1650
- • PTO-Provision W/Elec Throttle Control \$500

\$ 2505

*\$ 1650
500*

→	Seats, Vinyl	\$100	100
•	Seats, Bucket	\$615	
→	Factory Installed 110v Converter (300-watt min.)	\$251	251
•	Two factory installed accessory switches	\$255	
•	Grill Guard	\$1600	
•	Spray on Bed Liner	\$850	\$ 525
→	Large Backup Display (list size) 8"	\$525	
→	Fx4 Off Road Package	\$890	890
•	Remote Start	\$295	
•	Splash Guards (4)	\$230	
→	LT265/70R17 E Rated 10 ply Tires, Mud & Snow	\$390	390
→	High Mounted Rear Camera	\$250	250
→	Block Heater	\$175	175
•	BLIS Blind Spot Monitor	\$590	
•	LED Box Lighting	\$150	
•	Tailgate Step	\$395	
•	Reverse Sensors	\$325	
•	Soft Roll Up Tonneau Cover (Truxedo)	\$695	
•	Tri-Fold Hard Tonneau Cover	\$1525	
•	Fiberglass Topper Painted to Match	\$3500	

\$ 56,194

MEMORANDUM #23-45

To: Amy Leon, City Manager
From: Kyle Goodmanson, Director of Environmental Services
Ross Den Herder, City Attorney
Date: March 13, 2023
Subject: HDR Contract for Wastewater Treatment Plant Improvements, Design, CMAR Procurement, and Construction Services

In December of 2022 the City Commission authorized the City Manager to execute a 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. Upon review by BBG Construction, changes were made to the contract. Changes were made in language related to shifting additional liability back to HDR and increasing the engineer's limitation of liability to \$7,500,000.00. No changes were made to the contract scope or fee. Because the project is utilizing state and federal funds, City Attorney Den Herder feels it is necessary for commission to approve the new contract. HDR and staff have continued to move forward with the project and the Construction Manager at Risk (CMAR) procurement. The CMAR procurement Request for Qualification/Proposal (RFQ/P) has been advertised with a March 31st submittal deadline. The original memo follows below.

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 Request 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 Loan funds (SRF) will be used for the remaining cost including the engineering and required 70% matching funds.

Engineer's services under this agreement are generally identified as the following project areas to be completed as a 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

_____ Roll Call

- 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 Non-potable 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

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 to 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 and \$489,244 for Task 500. Task 100 consists of project management. Task 500 consists of 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.

I concur with the recommendation.

I do not concur with the recommendation.



Amy León, City Manager

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)

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AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

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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 the design of the following project areas and construction administration and support of construction by Owner's selected contractor under 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 AND ENGINEER RESPONSIBILITIES

2.01 Project Information

- A. Upon request and with the guidance of Engineer, to the extent within Owner's possession and not already provided, or new, additional, or revised information from that previously provided, Engineer shall assist Owner in developing and Owner shall provide Engineer with information and data requested 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, Engineer shall make written recommendations to Owner regarding site information and data required by Engineer to perform its Services. Upon written authorization of Owner, Engineer shall develop or obtain such information and data, as Additional Services, which may include :
 - 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 consider all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents and recommendations presented by Engineer, but such consideration, shall not be construed as an assumption by Owner of, nor relieve Engineer of, responsibility for any alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals or other documents presented by Engineer.
 - D. Working together and with Engineer's guidance and recommendations, Owner and Engineer shall develop an estimate of 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 Owner becomes aware any invention, design, process, product, or device that Owner has requested, required, or recommended for inclusion in the Drawings or Specifications, if any, 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. Engineer shall provide Owner with an evaluation of and recommendations regarding Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
 - G. Engineer shall provide Owner with an evaluation of and recommendations regarding opportunities for enhancing the sustainability of the Project.
 - H. Engineer acknowledges that Owner has limited knowledge and information regarding the Project site and the requirements of the Project. Owner is relying on Engineer to develop such information and requirements on Owner's behalf.
- 2.02 Bidding/Proposal and Front-End Construction Contract Documents
- A. Engineer shall advise and make recommendations to Owner regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable) for the Project and Owner's construction contract practices and requirements, if any, and furnish to Engineer (or give written directions 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;
 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, including the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters, for which, Engineer shall be responsible. Engineer shall provide Owner with reasonable assistance in preparing and compiling Bidding/Proposal Documents and Front-End Construction Contract Documents, including by delivering draft versions of Bidding/ Proposal Documents and Front-End Construction Contract Documents to Owner at least 14 days before the date selected by Owner for release of Bidding/Proposal Documents to potential bidders.
 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. Except with respect to Engineer's obligations regarding records and record retention under this Agreement, Auditing services, including those needed by Owner to ascertain how or for what purpose Contractor has used money paid to it.
- B. Except for tests, approvals, and evaluations stated in Exhibit A as being the responsibility of Engineer to provide, 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, prior to their incorporation into the Work. Owner shall provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor, which are requested by Engineer in writing, and not privileged or confidential.
- C. Engineer shall evaluate and recommend to Owner any temporary or permanent rights of access, easements, or property rights needed for the Project. Owner shall in its discretion obtain such temporary or permanent rights of access, easements, or property rights as determined to be necessary by Owner.

- D. Engineer shall obtain all necessary reviews, approvals, consents, and permits of the Project designs and specifications prepared by or on behalf of Engineer. Owner shall assist Engineer in obtaining such reviews, approvals, consents and permits. Except as stated in Exhibit A as being the responsibility of Engineer to provide, with respect to the portions or phases of the Project not 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. Intentionally Omitted
- C. Owner shall inform Engineer in writing of any Owner-required safety or security programs that are applicable to the personnel of Engineer and its Subconsultants, and Engineer's Subcontractors, as they visit the Site or otherwise perform services under this Agreement and Engineer shall, and cause Engineer's Subcontractors and Subconsultants to, comply with such safety or security programs at all times when performing services.
- D. To the extent permit conditions allow, Owner shall allow Engineer and Subconsultants to reasonably enter the Site as required for Engineer to perform services under this Agreement.
- E. Owner may, but need not, review Engineer's submittals and provide comments thereto, but such review and comment (or failure to review and comment) shall not be construed as an assumption by Owner of, nor relieve Engineer of, responsibility for such submittals and Engineer's obligation to carry out its other responsibilities in a timely manner. Any such review is in Owner's capacity as owner of the Project and not as a licensed professional.
- F. Owner does not warrant the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement and Engineer shall conduct such reasonable due diligence and evaluation as necessary to confirm the accuracy and completeness of same. Engineer shall only use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement as reasonable after such due diligence and evaluation by Engineer, subject to any express limitations or reservations applicable to the furnished items. If Engineer has any concerns regarding the accuracy and completeness of, Engineer shall promptly notify Owner of such concerns.
- G. If a party has actual knowledge of any of the following, then that party shall give prompt written notice to the other party:
 - 1. any development that materially and adversely 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 or contractors employed by Owner in regard to the Project (if any) with which Engineer is expected to cooperate and coordinate, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review. Engineer shall advise Owner and make recommendations regarding the need for any such services not performed by Engineer.
- 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 identify such parties to Engineer. Such parties shall not relieve Engineer of its responsibilities under this Agreement. Such parties shall not be authorized to make decisions nor issue directions on behalf of Owner. Engineer shall not act on any information or directions received from such parties, except as expressly and specifically authorized in writing by Owner in each instance..
- J. Owner shall:
1. And if Owner requests, Engineer shall 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, except to the extent Owner deems prudent or necessary .
 3. Reasonably inform Engineer of the substance of pertinent communications between Owner and Engineer's Subcontractors or Subconsultants.
 - a. Refrain from directing the services of Engineer's Subcontractors or Subconsultants, except through Engineer.
 4. Authorize Engineer to provide Additional Services as set forth in Article 2 of Exhibit A of the Agreement, as required and to the extent not included in Engineer's Base Services.

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 as per the Design Schedule so as to not delay the Contractor's performance of the Work or Owner's occupation of the Project. 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 or negligence of Engineer, such periods of time or dates are changed in writing by Owner, or the orderly and continuous progress of Engineer's services is impaired for causes not within the Engineer's control or responsibility, then, provided Engineer provides written notice and request adjustment to Owner along with an estimate of the potential time and/or cost impact of such event within 7 days after becoming aware of such cause, the time for completion of Engineer's services, and, if applicable, the rates and amounts of Engineer's compensation may be adjusted equitably.
- C. If Owner authorizes in writing 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 or responsibility of Engineer, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled to the recovery of all damages to the extent caused by Engineer, except as expressly waived herein.

ARTICLE 4—INVOICES AND PAYMENTS

4.01 Engineer's Compensation and Invoices

- A. Engineer shall be compensated for its Services under this Agreement as provided in Exhibit J. Such compensation shall be full compensation for all labor, work, services, materials, equipment, software, expenses required to perform the Services under this Agreement.
- B. Preparation and Submittal of Invoices: Engineer shall prepare and submit invoices in accordance with invoicing practices the progress reporting and special invoicing requirements (if any) in Exhibit A Paragraph 1.01.A, and the terms of Exhibit J and as reasonably acceptable to Owner. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 45 days of receipt.

4.02 Payments

- A. Application to Interest and Principal: Payment will be credited first to principal owed to Engineer and then to any interest owed to Engineer, if any.
- 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 subject to the terms of Paragraph 4.01.
- C. Failure to Pay: If either party fails to timely make any undisputed payment due to the other party then:
 - 1. amounts due will be increased at the rate of .75% per month or the maximum rate of interest permitted by law, whichever is less, from the day such payment became due under this Agreement, and
 - 2. Such party may, after giving 15 days' written notice to the other party submit the disagreement to the dispute resolution provisions of this Agreement.
- D. Sales or Use Taxes: If after the Effective Date any governmental entity enacts new additional sales or use taxes on Engineer's services or compensation under this Agreement, then

Engineer shall be entitled to a change order for such newly enacted additional sales or use taxes and 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 are made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry and in accordance with the standard of care. 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, beyond the standard of care utilized in performing their services, 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 of Engineer with respect to Total Project Costs shall include assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer does not guarantee the accuracy of any opinions of Total Project Costs, provided Engineer shall prepare any such opinions in accordance with the standard of care.

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. Except for compliance with the standard of care, 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 listed in Exhibit __ (if any).
- C. **Engineer's Subcontractors and Subconsultants:** Engineer may retain such Engineer's Subcontractors and Subconsultants 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 and except as provide under Paragraph 2.04, Engineer may reasonably use or rely upon design elements and information ordinarily or customarily included within construction submittals, but only

to the extent actually furnished by Owner, Contractor or their specialty contractors, manufacturers, suppliers. .

- 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 Owner directs otherwise in writing.
- G. Copies of Drawings and Specifications: Engineer shall deliver to Owner at least one complete electronic copy of such Drawings and Specifications in such format as reasonable approved by Owner, signed and sealed according to applicable Laws and Regulations, and two complete printed copies, 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 by others (not including the Engineer or any person or entity for which the Engineer is responsible) regarding the Construction

Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made or recommended by Engineer. Nothing in this Section 6.02.K limits Engineer's responsibility for the information, opinions and recommendations furnished 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. Engineer grants to Owner the ownership in all the Documents and all other reports, data, documents, deliverables and instruments of service prepared by Engineer, upon receipt of undisputed amounts due and owing on account thereof, including all associated copyrights and the right of reuse and, when reasonably requested by Owner, Engineer shall, at its own cost, promptly perform any clerical or administrative acts necessary to confirm or record the transfer of Engineer's interests in Documents to Owner, subject to the following provisions:
 - 1. Notwithstanding the foregoing, Engineer shall have the ownership 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"), provided, however Engineer grants, and causes its Subconsultants to grant Owner and its agents, , a perpetual non-exclusive irrevocable and royalty free license to use such Previously/Independently Created Works on the Project or any extension of the Project and Engineer promptly provides Owner with appropriate verification of Previously/Independently Created Works upon Owner's written request. Except as provided herein, such limited license to Owner shall not create any rights in third parties, except for those parties acting on behalf of the Owner in connection with the Project.
 - 2. 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.
 - 3. 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.

4. To the fullest extent permitted by Laws and Regulation, Owner shall indemnify and hold harmless Engineer from all third-party claims, damages, losses, and expenses, including attorneys' fees, to the extent caused by any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer.
 5. Nothing herein limits the Engineer's right of use or reuse of Previously/Independently Created Works or any of Engineer's non-Documents 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, or violates a third-party's intellectual property rights. If Engineer's Drawings, Specifications, or other Documents results in third-party claims of infringement or violation of intellectual property rights, then Engineer shall, at its own cost, obtain the right to use such intellectual property rights or modify such Drawings, Specifications, or other Documents so that they no longer infringe on such intellectual property rights and, in either case, Engineer shall bear the costs of defending against, settling, or paying such claims.
- D. Engineer shall 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.
 2. Engineer's costs directly attributable to Owner-directed changes in Engineer's Electronic Documents obligations, after the effective date of this Agreement, which necessitate revisions to Exhibit F or implementation of other Electronic Documents protocols, will be compensated as Additional Services.
- B. Except as stated otherwise in Exhibit F, 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.

- C. 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 which Owner in its sole discretion deems appropriate to protect Owner's interests in the Project. Owner shall use reasonable efforts to require Contractor to cause Engineer to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.
- 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. Owner shall use commercially reasonable efforts to procure or cause to be procured with respect to the Project 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. Owner and Engineer waive all rights against each other 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 reasonable 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.
- 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 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 in its sole discretion suspend Engineer's services effective immediately upon receipt of written notice from Owner. Engineer shall promptly resume its performance of services upon receipt of written notice to do so from Owner. If suspension of Engineer's services exceeds 180 days through no fault of Engineer, then Engineer may, after giving 7 days' written notice to Owner, terminate its services for convenience and seek compensation in accordance with Paragraph 6.05(E).
- 2. By Engineer: Engineer may, after giving 14 days' written notice to Owner, suspend services under this Agreement:
 - a. if Owner has failed to pay Engineer undisputed amounts due and owing for invoiced services and expenses, as set forth in Paragraphs 4.02.B and 4.02.C; or
 - b. in response to the presence of unknown Constituents of Concern at the Site, as set forth in Paragraph 6.09.D.

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, unless a longer period of time is agreed to in writing by the parties.

- C. Termination for Convenience: Owner may terminate this Agreement for convenience, effective upon the date specified in such notice or, if not so specified, 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's compensation for such tasks shall be in accordance with Paragraph 6.05(E).
- 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 completed in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination. Upon making such payment, Owner shall have all Document ownership and Previously/Independently Created Works use rights specified under Paragraph 6.02.
 - 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 Previously/Independently Created Works and to ownership of the Documents will be resolved in accordance with the dispute resolution provisions of this Agreement.
 - 2. If Owner has terminated the Agreement for convenience, or if Engineer has terminated the Agreement for cause, then Engineer will be entitled to payment for Services performed up to the date of termination, 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, provided Engineer uses reasonable efforts to mitigate such expenses and such additional aggregate amounts payable to Engineer shall not exceed 1% of the total Agreement price as of the effective date of termination.

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. Owner and Engineer shall resolve all disputes in the following manner:
 1. Owner and Engineer agree to negotiate all claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement, breach thereof, Project, or Services (“Disputes”) in good faith through their respective Senior personnel who have authority to resolve the Dispute for a period of 30 days from the date of written notice of dispute from one party to the other, prior to invoking mediation or submitting the Dispute to binding resolution.
 2. If a Dispute is not timely resolved through negotiations between the parties’ respective personnel, then Owner or Engineer may give notice to the other party demanding mediation and the parties shall submit such Disputes to mediation before the Dispute is subjected to binding resolution. Owner and Engineer agree to participate in the mediation process in good faith and on a confidential basis. Both parties shall use reasonable efforts to complete mediation within 120 days after written notice demanding mediation is given.
 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 either party may exercise their rights at law.

6.08 Controlling Law; Venue

- A. This Agreement is to be governed by and construed in accordance with the Laws and Regulations of the state of South Dakota, without regard to conflict of law rules (whether of the state of South Dakota or any other jurisdiction) which would cause the application of any Laws other than the state of South Dakota.
- B. Venue for any exercise of rights at law will be the state court of South Dakota located in Yankton County.

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 and 6.10, 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, 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 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 promptly notify (1) Owner and (2) appropriate authorities having jurisdiction 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 seek an equitable adjustment in its compensation or in the time of completion, or both under this Agreement; or
 2. if the adverse effects are of such materiality to the overall performance of Engineer that it cannot complete its services, then Owner may terminate this Agreement for convenience on 7 days' written notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer 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, unless Engineer's negligent acts, errors or omissions causes it to become so.

6.10 Indemnification and Mutual Waiver

- A. Indemnification by Engineer: To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify, defend (except with respect to claims caused by Engineer's errors or omission in the performance of the Services), and hold harmless Owner, and Owner's officers, directors, and employees (collectively, "Owner Indemnitees"), from actual and alleged losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from any and all claims or actions relating to the Project which are (a) attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property to the extent caused by any negligent act, error, or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, and/or Subconsultants or subcontractors or anyone else for whom Engineer is responsible, (b) caused by Engineer's failure to pay its obligations arising out of the Project or Services as and when due, (c) Engineer's failure to comply with applicable laws, regulations and orders of public authorities having jurisdiction, (d) intellectual property right infringement claims when the infringement occurs or is alleged to occur from the intended use for which the documents or instruments of service was provided by the Engineer pursuant to this Agreement. 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." Engineer shall be responsible for the acts and omissions of its officers, directors, members, partners, agents, employees, Engineer's Subcontractors, and/or Subconsultants or subcontractors or anyone else for whom Engineer may be legally liable. Engineer's obligations to Owner Indemnitees hereunder shall not be limited by any worker's compensation or other similar act.
- B. Environmental Indemnification: To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorney's fees and expenses) caused by an Undisclosed 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: With respect to personal injury and property damage claims, 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. The foregoing waiver shall not apply to such damages suffered by Owner: (i) because of Engineer's gross negligence, fraud, intentional, willful, or reckless misconduct; or (ii) arising out of or related to third-party claims or (ii) which are covered by an insurance policy required to be provided by Engineer in relation to this Project, or which would have been covered by such policy except for the failure of Engineer to obtain or maintain such policy or to otherwise provide notice or take action required under such policy.

6.11 Records Retention

- A. Engineer shall maintain on file in legible form, for a period of 10 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. Engineer shall make such records available to Contractor for review and copy upon reasonable request written or, upon Owner's written request, Engineer shall promptly 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, addressed to the appropriate party using contact information provided on the signature page or such other addresses as a party may direct 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. Intentionally omitted.
- 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 standards, 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.) 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 except to the extent such incidents arise from security features designed by Engineer.

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 at the top of this Agreement’s signatures page on which this Agreement becomes effective.
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.
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 utilities (including relocation), 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. 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.
42. 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, **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, **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, except as provided in Paragraph 6.05, 6.09(E), and elsewhere in this Agreement relating to termination, canceled 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 in writing and provide contact information for 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. Each party shall promptly notify the other party in writing if their authorized representative for the Agreement changes, and provide such individual's contact information.

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 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: _____
(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:

101 S. Phillips Ave

Suite 401

Sioux Falls, SD 57104

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

101 S. Phillips Ave

Suite 401

Sioux Falls, SD 57104

Phone: _____

Email: _____

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

(Separate Document)

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 as part of its Basic Services 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. RPR, through observations of the Work, which may include field checks of materials and installed equipment, and 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, direct 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 (except for security and safety of RPR and Engineer's other personnel), 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 or with the permission of Engineer.
 2. Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor for deficiencies, and overall compliance with the Construction Contract Documents 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 regarding the Project, including when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner or Engineer 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 (including requests for information or interpretation—RFIs), or clarifications relating to the acceptability of the Work under the Construction Contract Documents. Promptly report to Engineer regarding such RFIs and when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Promptly 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 or other reasonable locations by Contractor.
 - b. Receive Contractor-approved Shop Drawings.
 - c. Receive other Submittals from Contractor.
 - d. Accurately record date of receipt of Samples, Contractor-approved Shop Drawings, and other Submittals at the time of their receipt.
 - e. Promptly 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 and Contractor 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.

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: Promptly Review each Application for Payment 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) which Engineer shall issue at the appropriate time under the terms thereof.

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 unless Owner directs Engineer to direct RPR to accept Shop Drawings or Samples from specific Constructors, then RPR shall accept such submittal from such personnel.
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 complete and 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.
- 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 and to comply with record keeping obligations required by

this Agreement and applicable Law, 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 attempt to complete a successful transmission of the Electronic Document or use an alternative delivery method to complete the communication.

The Engineer will operate a Project information management system (also referred to in this EDP as "Project Website") for use of Owner, Engineer, Constructors, 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. 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 customary 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 written 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 inform in writing each third party to which the deliverable Document is distributed 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.

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 Owner determines in its sole discretion that such release is prudent and will be beneficial to the Project, and Owner timely notifies Engineer of such determination so that Engineer may seek to obtain consent to the conditions set forth in Exhibit F Paragraph 1.01.C.2.

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	\$5,000,000
Automobile Liability	
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	\$1,000,000
Professional Liability	
Each Claim	\$5,000,000
Unmanned Aerial Vehicle Liability Insurance	
General Aggregate	\$1,000,000

1.02 Additional Insureds

- A. Owner shall cause Engineer 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. The Owner must be listed on Engineer's general liability policy as provided in Paragraph 6.04.B.
- C. 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.
- D. 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.

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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 Liability

- A. **Engineer's Liability Limited:** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by Laws and Regulations, subject to Paragraph 1.01(A)(2) below, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, employees to 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, except as provided in this Exhibit I Paragraph 1.01(A)(2) below, be limited to an amount equal to \$7,500,000 (such aggregate amount being referred to as "Engineer's Limitation of Liability").
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. Engineer's Limitation of Liability shall not be applicable to costs, losses, damages, expenses, claims, demands or causes of action asserted against or suffered by the Owner:
 - a. that arise in any respect from Engineer's abandonment of the Project, fraud or fraudulent misrepresentation, willful default of a legal duty, gross negligence, or willful misconduct;
 - b. that arise in any respect from Engineer's:
 - 1) breaching the intellectual property rights of others;
 - 2) failing to pay amounts owing to its subconsultants, employees or others;
 - 3) breaching any applicable laws (except for building codes);
 - 4) breaching confidentiality obligations applicable to the design services;
 - 5) that are asserted by third parties (not including Engineer, Owner, Contractor or anyone else performing work or services on the Project); or
- B. **Owner's Liability Limited:** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by Laws and Regulations, the total liability, in the aggregate, of Owner to Engineer 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 or omissions, strict

Exhibit I—Limitation of Liability.

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liability, breach of contract, indemnity obligations, or warranty express or implied, of Owner shall be limited to the Agreement price.

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.

Engineer's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit J as Appendices 1 and 2.

3. 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

4. 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.
5. 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.

6. 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.
 7. Notwithstanding anything to the Contrary Owner shall not be obligated to compensate Engineer for costs incurred as a result of Engineer's negligence or the negligence of its subconsultants, employees, representatives and agents. Engineer shall correct any deficiencies in their deliverables and services with at no cost to Owner.
- B. Contract Authorization: Upon contract signature, Engineer is authorized to proceed with \$200,000 for Task 100 – Project Management, \$863,506 for Task 200 – 30% Preliminary Design Services 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. Engineer shall complete its design within the estimated compensation amounts, and if it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof. In its notice to the Owner the Engineer will propose to Owner any recommended re-design

in order to keep the Project within the stated estimated compensation amounts. The Engineer will complete, within the total cost set forth above a review of the estimated compensation amounts at 30% design, 60% design and final design and provide a written proposal to Owner as provided herein. Upon notice, Owner and Engineer will promptly review the matter of services remaining to be performed and compensation for such services. Owner may exercise its rights under this Agreement including to suspend or terminate Engineer's services for Owner's convenience, agree to re-design as proposed by the Engineer, 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, subject to a transparent review of any adjustments with the Owner and approval by the Owner in writing, which shall not be unreasonably withheld.
- 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 and construction schedule 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 promptly give Owner written notice thereof but, in any event, before such estimates are exceeded, 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 may seek an equitable adjustment to the amount it may receive under this Agreement and pursue the matter through the Dispute provisions thereof.
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, subject to a transparent review of any adjustments with the Owner and approval by the Owner in writing, which shall not be unreasonably withheld.
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 (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 which shall be fixed for the duration of the Agreement unless modified by the terms thereof.
 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, subject to a transparent review of any adjustments with the Owner and approval by the Owner in writing, which shall not be unreasonably withheld.
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

2023 Expense Schedule – Rates will be adjusted in January of each year but will not affect overall compensation.

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 below. Billing rates will be adjusted in January of each year but will not affect overall compensation.

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.
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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

Summary report:	
Litera Compare for Word 11.3.1.3 Document comparison done on 2/3/2023 12:35:48 PM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original filename: Yankton Owner-Engineer Agreement DRAFT 1 5 23 _HDR legal comments_.docx	
Modified filename: Yankton Owner-Engineer Agreement DRAFT 1 5 23 _HDR legal comments_(BBG 2 2 23).docx	
Changes:	
<u>Add</u>	92
Delete	55
Move From	0
<u>Move To</u>	0
<u>Table Insert</u>	0
Table Delete	0
<u>Table moves to</u>	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	147



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.



		<ul style="list-style-type: none"> • Process: Replace aeration blowers (PDB-1 thru PDB-6) complete with filters. Relocate inlet filters to roof due to odor issues, straighten pipes into wet well on south side of building, and add a second RAS line into building as existing goes underneath stoop. • 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. • 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.



		<ul style="list-style-type: none"> 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. 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	March 2023 to September 2026
Task 200 Preliminary Design (30-Percent)	March to July 2023 (5 months)
Task 300 60-Percent and Final Design	July 2023 to October 2023 (4 months)
Task 400 Final Design	November 2023 to Feb 2024 (3 months)
Task 500 CMAR Selection and Coordination	January 2023 to September 2026
Task 600 Construction Administration	March 2024 to September 2026
Task 700 Project Startup, O&M and Training	July 2026 to December 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