



2024_03_11

**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 11, 2024

City of Yankton Community Meeting Room

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

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

TV Schedule: Mondays at 7:03 p.m. and Tuesday following meeting at 1:00 p.m. on Midco Channel 3 and Bluepeak Channel 98.

I. ROUTINE BUSINESS

1. **Roll Call**

2. **Approve Minutes of Work Session Meeting of February 26, 2024 and Regular Meeting of February 26, 2024**

Attachment I-2

3. **Schedule of Bills**

Attachment I-3

4. **Proclamation – National March for Meals Month**

5. **City Manager's Report**

Attachment I-5

6. **Public Appearances**

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

II. CONSENT ITEMS

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

1. **Work Session**

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

2. Transient Merchant License and Special Events Dance License

Consideration of Memorandum #24-54 recommending approval of the applications from Yankton Ribfest which will take place at the following location: The block of 3rd Street between Cedar Street and Walnut Street, plus one half block West on 3rd Street to the alley, plus one half block East of Walnut Street to the alley and one half block North and South on Walnut and 3rd Streets.

- 1) Transient Merchant License for June 8, 2024
- 2) Special Events Dance for June 8, 2024

Attachment II-2

3. Transient Merchant License and Special Events Dance License

Consideration of Memorandum #24-55 recommending approval of the applications from Yankton County 4-H Clubs, d/b/a Yankton County Fair which will take place at 905 Whiting Drive, Yankton, South Dakota.

- 1) Transient Merchant License for Thursday, August 1, 2024, Friday, August 2, 2024 and Saturday, August 3, 2024
- 2) Special Events Dance for Saturday, August 3, 2024

Attachment II-3

4. Public Hearing for Sale of Alcoholic Beverages

Establish March 25, 2024 as the date for the public hearing for a Special On-sale Malt Beverage Retailers License for three days, August 16-18, 2024, from Yankton Area Riverboat Days, Inc. at the following location: Riverside Park.

Attachment II-4

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. Comprehensive Plan Consultant Selection

Consideration of Memorandum #24-63, the Comprehensive Plan Consultant Selection Committee Recommendation.

Attachment III-1

2. Public Hearing for Sale of Alcoholic Beverages

Consideration of Memorandum #24-53 regarding a request for a Special On-sale Liquor License for one day, June 8, 2024, from Rock 'N' Rumble, Inc., d/b/a Yankton Ribfest, at the following location: The block of 3rd Street between Cedar Street and Walnut Street, plus one-half block West on 3rd Street to the alley, plus one-half block East of Walnut Street to the alley and one-half block North and South on Walnut and 3rd Streets.

Attachment III-2

3. Package Off-Sale Liquor License Sealed Bid

Consideration of Memorandum #24-57 recommending approval of Resolution #24-14, the Notice of Public Sale for a Package Off-Sale Liquor License, and authorize staff to proceed with the timeline set in Memorandum #24-57.

Attachment III-3

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

IV. NEW BUSINESS

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

1. **Business Addition to a Sales Tax Agreement and Development Agreement**
Consideration of Memorandum #24-60 regarding Resolution #24-15, the addition of Bro Brgr Bar to the Event Central Sales Tax Reimbursement Agreement.
Attachment IV-1
2. **Amendment to the Event Central Sales Tax Reimbursement Agreement**
Consideration of Memorandum #24-61 regarding Resolution #24-16, a proposed amendment to the Event Central Sales Tax Reimbursement Agreement.
Attachment IV-2
3. **Paige Addition Plat**
Consideration of Memorandum #24-62 regarding Resolution #24-17, a Plat of Paige Addition, in the E1/2 of the SW1/2 of Section 10, T93N, R56W of the 5th P.M., Yankton County, South Dakota. Location, the north side of the 3200 Block of West 11th Street. Ryan and Michelle List, owners.
Attachment IV-3
4. **Acquisition of Lots 1 and 2, Block 50, Todd's Addition**
Consideration of Memorandum #24-64 regarding Resolution #24-18, the acquisition of Lots 1 and 2 of Block 50, Todd's Addition to the City of Yankton, South Dakota located southeast of the intersection of 6th Street and Walnut Street.
Attachment IV-4
5. **Mayor's Appointments to Consolidated Board of Equalization**
Consideration of Memorandum #24-45 regarding Mayor's Appointments to Consolidated Board of Equalization.
Attachment IV-5
6. **Pipeline License Agreement with BNSF**
Consideration of Memorandum #24-50 recommending approval of the attached pipeline license agreement with BNSF for the Gehl Drive extension project and authorize the City Manager or her designee to enter into the Agreement with BNSF as detailed in Memorandum #24-50.
Attachment IV-6
7. **Agreement for Preliminary Engineering Services for 23rd Street Bridge Replacement**
Consideration of Memorandum #24-51 recommending the authorization of the City Manager to execute the Agreement for Preliminary Engineering Services for Structure Number 68-119-190 on 23rd Street with Banner Associates, Inc.
Attachment IV-7
8. **Meridian Bridge Column Repair Project Close-Out**
Consideration of Memorandum #24-52 recommending approval of Change Order No. 1, accept the completed work on the Meridian Bridge Column Repair Project, and authorize the Finance Officer to issue a manual check to JMN Construction LLC in the amount of \$78,496.05.
Attachment IV-8

9. Bid Award – Liquid Asphalt

Consideration of Memorandum #24-58 regarding Bid Award for Liquid Asphalt.

Attachment IV-9

10. Bid Award – Bituminous Mix

Consideration of Memorandum #24-59 regarding Bid Award for Bituminous Mix.

Attachment IV-10

11. Water Delivery Agreement

Consideration of Memorandum #24-56 recommending the authorization of the City of Yankton Mayor to execute the Water Delivery Agreement with Lewis and Clark Natural Resource District.

Attachment IV-11

V. OTHER BUSINESS

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

VI. ADJOURN THE MEETING OF MARCH 11, 2024

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

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

**CHAMBER OF THE BOARD OF CITY COMMISSIONERS
YANKTON, SOUTH DAKOTA
CITY COMMISSION WORK SESSION, 6:00 P.M.
FEBRUARY 26TH, 2024**

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

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

There were no public appearances at this time.

Finance Officer, Lisa Yardley, led a discussion on City of Yankton Business Licenses. The presentation included an overview of licensing, cost analysis, factors to consider, and areas of concern. The Commission had general discussion and questions regarding licensure procedures. The consensus was to update and bring license related agenda items before the Commission in the future.

No official action was taken at this time.

Action 24-49

Moved by Commissioner Villanueva, seconded by Commissioner Brunick, to adjourn at 6:54 p.m.

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

Motion adopted.

Stephanie Moser
Mayor

ATTEST:

Lisa Yardley
Finance Officer

Published on March 5, 2024

**CHAMBER OF THE BOARD OF CITY COMMISSIONERS
YANKTON, SOUTH DAKOTA
FEBRUARY 26TH, 2024**

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

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

Action 24-50

Moved by Commissioner Hunhoff, seconded by Commissioner Webber, to approve Minutes of regular meeting of February 12, 2024.

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

Motion adopted.

Action 24-51

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

A & B Business Equipment (Copier Lease) \$448.45; Action Electric (Parts & Labor) \$9,705.94; Allen Electric (Switch Replacement) \$1,470.84; A-Ox Welding Supply (Propane) \$241.89; Blackstrap (Road Salt) \$24,397.47; Book Systems (Annual Subscription) \$3,195.00; Bow Creek Metal (Playground Maintenance) \$2,050.00; Building Sprinkler (Fire Sprinkler Testing) \$330.00; Butler Machinery (Parts) \$46.55; Cedar Knox (Electricity) \$1,459.62; Cengage (Books) \$666.34; CHS (Bulk Def) \$180.00; City Of Yankton-Parks (Landfill) \$108.94; Collision Center (Repair, Labor, Parts) \$2,144.00; Credit Collection (Util Coll Jan 2024) \$644.85; Equipment Blades (Blades) \$20,530.50; Fair MFG (Parts & Labor) \$3,789.70; Ferguson Enterprises (Water Meter Project) \$33,225.00; Gerstner (Oil) \$47,059.95; Hanson Briggs (Envelopes) \$175.98; Hawkins (Chemicals) \$1,431.44; Heartland Humane Society (Rental/Holding Fees) \$20,000.00; Hunhoff/Elizabeth (Refund) \$66.49; J&H Cleaning (Janitorial Services) \$2,400.00; Kiesler's Police Supply (Ammunition) \$1,647.81; KLJ Engineering (North Taxiway) \$11,332.36; KYNT (Centennial Bridge Ads) \$1,025.00; Lumacurve (Airfield Sign) \$3,751.70; Marquardt-Skyway (Diamond Field) \$3,088.41; Midwest Tape (AV) \$28.49; Millenium Recycling (Fee) \$2,513.35; Missouri Valley Shopper (Bridge Centennial Ads) \$500.00; Modern Marketing (Badge Stickers) \$1,206.00; Observer (Ads) \$48.00; One Office (E-Ticket Paper) \$59.00; Overhead Door (Commercial Opener) \$5,095.00; Peterson/Sharlotte (Swimsuit) \$100.00; Poet Pure (CO₂) \$712.92; Pool Trainers (Certification Classes) \$800.00 Rhomar Industries (Parts) \$2,571.24; Sanitation Products (Sweeper Repair) \$28,537.12; Thrive (Special Appropriation) \$115,000.00; Titan Machinery (Snow Blade Attachment) \$4,680.40; Ulrich/Donna (Repurchase Cemetery Lot) \$2,250.00; Wagon Train Tours (Bridge Centennial) \$8,750.00; Yankton Fire (Annual Inspection) \$1,262.25; Yankton School (Capital Expenses) \$123,531.80; Yankton Transit (Special Appropriation) \$22,500.00.

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 24-52

Moved by Commissioner Villanueva, seconded by Commissioner Webber, to approve the following consent agenda item:

- 1) Establish March 11, 2024 as the date for the public hearing for a Special On-sale Liquor License for one day, June 8, 2024, from Rock ‘N’ Rumble, Inc., d/b/a Yankton Ribfest, at the following location: The block of 3rd Street between Cedar Street and Walnut Street, plus one-half block West on 3rd Street to the alley, plus one-half block of Walnut Street to the alley and one half block North and South on Walnut and 3rd Streets.

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

Action 24-53

This was the time and place for the public hearing on the application for transfer of ownership and location of a Retail (on-off sale) Malt Beverage & SD Farm Wine License for July 1, 2023 to June 30, 2024 from Chuck Stop LLC d/b/a Chuck Stop (Charles Rezac, Owner) 800 Summit Street, Yankton, South Dakota to Diggers, Inc. d/b/a The Fox Den (Larry Olson, Owner), 511 West 4th Street. Suite C, Yankton, South Dakota. This alcohol license number RB-3406 is endorsed with video lottery. (Memorandum 24-24) No one was present to speak for or against the application. Moved by Commissioner Brunick, seconded by Commissioner Johnson, to approve the license.

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

Action 24-54

This was the time and place for the public hearing on the application for a Special On-sale Malt Beverage Retailers License and a Special On-sale Wine Retailers License for one day, April 10, 2024, from Mount Marty University – Fresh Ideas, 1105 W. 8th Street, Yankton, South Dakota. (Memorandum 24-38) No one was present to speak for or against the application. Moved by Commissioner Benson, seconded by Commissioner Webber, to approve the license.

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

Action 24-55

This was the time and place for the public hearing on the application for a new Retail (on-off sale) Malt Beverage & SD Farm Wine License for July 1, 2023 to June 30, 2024 from Chuck Stop LLC d/b/a Chuck Stop (Charles Rezac, Owner), 800 Summit Street, Yankton, South Dakota. This alcohol license is not endorsed with video lottery. (Memorandum 24-39) No one was present to speak for or against the application. Moved by Commissioner Benson, seconded by Commissioner Webber, to approve the license.

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

Action 24-56

This was the time and place for the public hearing on the application for a new Package (off-sale) Liquor License for January 1, 2024 to December 31, 2024 from 6th Meridian, LLC d/b/a Farm House Food Co. (Michelle Donnor & Ryan Heine, Owners), 2503 Fox Run Parkway, Suite 1, Yankton, SD. This application was submitted with a \$500 check on November 16, 2023. (Memorandum 24-46) No one was present to speak for or against the application. Moved by Commissioner Johnson, seconded by Commissioner Webber, to deny the application based on the following reasons: the applicant did not submit an eligible bid in accordance with the process established so it is an improper bid format, late submission, and an insufficient bid amount. Also, because there is no license to issue given that no eligible bids were received when bidding was closed, thus the license was currently unavailable for issuance to anyone without a new round of sealed bidding under terms set by the Commission.

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

Action 24-57

Moved by Commissioner Hunhoff and seconded by Commissioner Johnson to set the minimum bid amount at \$50,000 for a new round of sealed bidding regarding the sale of the new 12th package off-sale liquor license. Commissioner Hunhoff moved to amend his motion in order to include a non-refundable application fee of \$100 in his motion. Commissioner Johnson seconded Commissioner Hunhoff’s amended motion. (Memorandum 24-44)

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

Action 24-58

Moved by Commissioner Brunick, seconded by Commissioner Webber, to approve Resolution 24-11. (Memorandum 24-40)

RESOLUTION #24-11

REVISING TRANSFER STATION TIRE DISPOSAL RATES

WHEREAS, the City of Yankton accepts tires of different sizes for disposal from commercial and non-commercial customers for a fee; and

WHEREAS, the cost per ton for the Transfer Station to dispose of tires collected has increased significantly over the past year; and

WHEREAS, an increase in the fee per tire and fee per ton of bulk tires dropped off by commercial and non-commercial customers at the Yankton Transfer Station is necessary to avoid having other landfill operations and fees subsidize the Transfer Station’s costs to dispose of the tires.

NOW, THEREFORE, BE IT RESOLVED that the Board of City Commissioners of Yankton, South Dakota do hereby approve on the 26th day of February 2024 to amend the tire disposal fee effective April 1, 2024 to be:

<u>Tire size or quantity</u>	
Car	\$4.00 per tire
Truck (17" – 22.5")	\$11.00 per tire
Truck (>22.5")	\$16.00 per tire
Construction/Farm Equipment	\$21.00 per tire
Bulk Tires	\$250.00 per ton

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

Action 24-59

Moved by Commissioner Benson, seconded by Commissioner Villanueva, to approve a one-time contribution of \$30,000 from the Bed, Board and Booze (BBB) fund for the Mead Museum, and direct the City Manager and staff to continue conversations with the Mead Executive Director, the Mead Museum Board and other community partners regarding the operation of the Mead Museum. (Memorandum 24-42)

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

Action 24-60

Moved by Commissioner Benson, seconded by Commissioner Webber, to consider the agreements with the Yankton County Office of Emergency Management for providing facility space at City Hall, Fire Station #3, and The Center in the event of a mass care emergency. (Memorandum 24-49)

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

Action 24-61

Moved by Commissioner Johnson, seconded by Commissioner Brunick, to approve Resolution 24-12. (Memorandum 24-43)

RESOLUTION #24-12

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 TRADED IN

Year	Description	Division
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2016	Kubota F2690 with serial number ending: 11010	Parks
2015	Kubota F2690 with serial number ending: 10068	Parks

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

Action 24-62

This was the time and place for the bid opening of the abatement of asbestos in the ceilings, pipe fitting, and various other applications in Sacred Heart Church and Link Auditorium. The City of Yankton is the pass-through only, and will not be responsible for any costs associated with the project other than minor grant administration tasks. Planning and Development District III is performing the bulk of the grant administration work on the project, and GeoTek, working on behalf of DANR, is overseeing the abatement process and supervising the abatement contractor. The following bids were received and opened on February 15, 2024 at 3:00pm.: Horsley Specialties, Rapid City, SD, \$311,400. VCI Environmental, Lino Lakes, MN, \$177,000. (Memorandum 24-47) Moved by Commissioner Benson, seconded by Commissioner Brunick, to award the contract to VCI Environmental in the amount of \$183,700.

Roll Call: All members voting “Aye:” Commissioners Benson, Brunick, Hunhoff, Johnson, Webber, and Mayor Moser, voting “Nay:” None. “Abstain:” Commissioner Villanueva.
Motion adopted.

Action 24-63

Moved by Commissioner Benson, seconded by Commissioner Webber, to approve Resolution 24-13. (Memorandum 24-48)

RESOLUTION #24-13

WHEREAS, the City of Yankton desires to acquire a 50-foot strip of land in Lot 2 of East Cornerstone Subdivision to the City of Yankton, Yankton County, South Dakota containing 0.42 acres more or less, and

WHEREAS, if approved by the Board of City Commissioners, the recorded legal description of the newly platted parcel will be Lot 2A, of East Cornerstone Subdivision to the City of Yankton, Yankton County, South Dakota, and

WHEREAS, Yankton Thrive will offer to purchase the described property from the current owner for the amount described in the associated Memorandum #24-48, and

WHEREAS, Yankton Thrive will transfer the described property to the City of Yankton for the amount described in the associated Memorandum #24-48.

NOW, THEREFORE BE IT RESOLVED by the Board of City Commissioners of the City of Yankton, South Dakota, hereby agrees to acquire the described property as herein identified, and

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

A 50-foot strip of land in Lot 2 of East Cornerstone Subdivision to the City of Yankton, Yankton County, South Dakota as depicted on the attached “Exhibit A” to be platted and known in the future as Lot 2A, of East Cornerstone Subdivision to the City of Yankton, Yankton County, South Dakota

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

Graham Forbes, auditor with Williams & Co. P.C., gave an informational presentation and review of the 2022 City of Yankton Comprehensive Annual Financial Reports (CAFR). No official action was taken at this time.

Action 24-64

Moved by Commissioner Webber, seconded by Commissioner Benson, to adjourn into Executive Session at 8:04 p.m. to discuss contractual matters under SDCL 1-25-2.

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

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

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

Action 24-65

Moved by Commissioner Johnson, seconded by Commissioner Benson, to adjourn at 8:26 p.m.

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

Stephanie Moser
Mayor

ATTEST:

Lisa Yardley
Finance Officer

February 26th, 2024

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Published on March 5, 2024

Schedule of Bills

VENDOR NAME	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
AMERICAN ENGINEERING TES CEMETERY ENGINEERING	3,550.00	PROFESSIONAL SERVICES	206.206.202		INV-179593	081150	P	697	00001
AQUA LOGIC, INC. SUPPLIES	20.85	REP. & MAINT. - BUILDING	203.203.223		3123	081152	P	697	00077
AUTOMATIC BUILDING CONTR FIRE ALARM	300.00	REP. & MAINT. - BUILDING	101.141.223		180626	024249	P	697	00103
BANNER ASSOCIATES INC CEDAR STREET BRIDGE	1,890.50	CEDAR STREET BRIDGE	207.221.397		41685	004575	P	697	00075
BBG CONSTRUCTION LAW WESTSIDE PARK FEES	580.80	WESTSIDE PARK IMPROVEMEN	503.545.320		1289	024499	P	697	00002
BLUE COLLAR TACTICAL SRT	1,140.00	EQUIPMENT	101.111.350		13016	241513	P	697	00083
BORDER STATES ELECTRIC S SERVICE RENEWAL	3,378.49	PROFESSIONAL SERVICES	601.601.202		927653765	240112	P	697	00003
CENTURYLINK									
TELEPHONE	5.09	TELEPHONE	101.102.271		B001198	002262	P	697	00004
TELEPHONE	9.14	TELEPHONE	101.104.271		B001198	002262	P	697	00005
TELEPHONE	4.16	TELEPHONE	101.122.271		B001198	002262	P	697	00006
TELEPHONE	22.25	TELEPHONE	101.111.271		B001198	002262	P	697	00007
TELEPHONE	11.74	TELEPHONE	101.114.271		B001198	002262	P	697	00008
TELEPHONE	0.30	TELEPHONE	101.115.271		B001198	002262	P	697	00009
TELEPHONE	1.27	TELEPHONE	101.123.271		B001198	002262	P	697	00010
TELEPHONE	1.93	TELEPHONE	101.127.271		B001198	002262	P	697	00011
TELEPHONE	4.91	TELEPHONE	201.201.271		B001198	002262	P	697	00012
TELEPHONE	5.28	TELEPHONE	601.601.271		B001198	002262	P	697	00013
TELEPHONE	2.68	TELEPHONE	611.611.271		B001198	002262	P	697	00014
TELEPHONE	1.78	TELEPHONE	637.637.271		B001198	002262	P	697	00015
TELEPHONE	3.79	TELEPHONE	801.801.271		B001198	002262	P	697	00016
	74.32	*VENDOR TOTAL							
CITY OF VERMILLION JT POWERS	62,238.70	COST OF SERVICE PROVIDED	637.637.206		03/01/2024	003067	P	697	00104
CITY OF YANKTON-CENTRAL RUBBISH	15.00	LANDFILL	801.801.276		03/01/2024	005523	P	697	00099
CITY OF YANKTON-SOLID WA GARBAGE	16,295.97	LANDFILL TIPPING FEE	631.631.219		3/01/2024	005524	P	697	00098
CREDIT COLLECTIONS BUREA GARNISHMENT	50.00	MISC. EMP. DED.	711.2079		3/01/2024	024013	P	697	00100

Schedule of Bills

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
DASH MEDICAL GLOVES GLOVES	113.85	MEDICAL & SAFETY SUPPLIE	101.111.243		ORD1863451	024514	P	697	00106
DEPT OF HEALTH WATER SAMPLES	226.00	PROFESSIONAL SERVICES	601.601.202		10613705	240115	P	697	00018
SAC WATER SAMPLES	75.00	PROFESSIONAL SERVICES	203.203.202		10613705	240115	P	697	00019
	301.00	*VENDOR TOTAL							
DESIGN SOLUTIONS & INTEG BACKWASH PUMP ADJUSTMENT	320.00	REP. & MAINT. - PLANT	601.601.221		63929	240111	P	697	00017
FEJFAR PLUMBING INC CAPPED GAS LINE	94.90	REP. & MAINT. - BUILDING	101.142.223		58117	024246	P	697	00020
FERGUSON ENTERPRISES LLC METERS	21,150.00	METER TECHNOLOGY UPGRADE	602.602.351		453381	240118	P	697	00072
GEOTEK ENG & TESTING SER ELM STREET CONSTRUCTION	132.00	ELM ST, 20TH TO 21ST	506.572.372		67473	233022	P	697	00074
HARN RO SYSTEMS INC REPLACE GASKETS & PARTS	1,336.68	REP. & MAINT. - PLANT	601.601.221		IN-3206	240113	P	697	00027
HAWKINS INC CHEMICALS	11,288.56	CHEMICALS & GASES	601.601.240		6661906	240116	P	697	00022
CHEMICALS	11,667.79	CHEMICALS & GASES	601.601.240		6663258	240116	P	697	00023
CHEMICALS	13,584.00	CHEMICALS & GASES	601.601.240		6676427	240116	P	697	00024
CHEMICALS	11,709.02	CHEMICALS & GASES	601.601.240		6687215	240116	P	697	00025
CHEMICALS	13,716.00	CHEMICALS & GASES	601.601.240		6692780	240116	P	697	00026
CHEMICALS	1,098.46	CHEMICALS & GASES	203.203.240		6694203	081089	P	697	00021
	63,063.83	*VENDOR TOTAL							
HDR ENGINEERING INC WASTE WATER IMPROVEMENT	107.43	EDA PROJECT (GRANT)	611.611.323		1200586639	022828	P	697	00101
HEIMAN FIRE EQUIPMENT IN FIREFIGHTING BOOTS	1,695.55	EQUIPMENT	101.114.350		0927679-IN	245510	P	697	00028
HYVEE CENTENNIAL BRIDGE	1,082.15	SPECIAL EVENTS - ACTIVIT	211.231.575		02/02/2024	081153	P	697	00078
J & H CLEANING SERVICE JANITORIAL SERVICES	3,000.00	CONTRACTED SERVICES	203.203.204		3182296	081149	P	697	00029
KAISER HEATING & COOLING CALL SERVICE	195.00	REP. & MAINT. - PLANT	601.601.221		111859	240114	P	697	00031
FURANCE REPAIR	333.15	REP. & MAINT. - BUILDING	101.127.223		11683	024342	P	697	00030
	528.15	*VENDOR TOTAL							

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
MAGIC ART BUS	DEPOSIT	100.00	SPECIAL EVENTS - ACTIVIT	211.231.575		06032024-1	023841	P	697	00034
MEAD CULTURAL EDUCATION	BBB CONTRIBUTION	30,000.00	MEAD BUILDING	211.231.569		2/28/2024	001010	P	697	00076
MIDAMERICAN ENERGY SERVI	FUEL	6,367.81	FUEL-HEATING	611.611.273		12011071	002904	P	697	00036
MIDWEST ALARM COMPANY IN	FIRE ALARM TESTING	76.85	REP. & MAINT. - BUILDING	101.114.223		336869	245512	P	697	00032
	FIRE ALARM TESTING	550.00	REP. & MAINT. - BUILDING	101.114.223		366557	245512	P	697	00033
	FIRE ALARM TESTING	76.85	PROFESSIONAL SERVICES	101.101.202		366867	022135	P	697	00037
		703.70	*VENDOR TOTAL							
MIRACLE RECREATION EQUIP	PLAYGROUND PARTS	57.19	RECREATION SUPPLIES - O	201.201.242		871264	081148	P	697	00035
OLSON'S PEST TECHNICIANS	PEST CONTROL	145.00	REP. & MAINT. - BUILDING	101.125.223		336810	024245	P	697	00041
	PEST CONTROL	94.00	REP. & MAINT. - BUILDING	101.114.223		342323	245514	P	697	00039
	PEST CONTROL	125.00	REP. & MAINT. - BUILDING	101.114.223		342324	245514	P	697	00040
		364.00	*VENDOR TOTAL							
ONE OFFICE SOLUTION	DESK TOPS	70.00	EQUIPMENT	101.104.350		547501-00	081513	P	697	00038
POLICE CHIEFS' ASSN	TESTING SUPPLIES	245.00	PROFESSIONAL SERVICES	101.111.202		1706	202401	P	697	00058
POWER SOURCE ELECTRIC	SERVICE SUPPLIES	142.95	REP. & MAINT. - EQUIPMEN	101.114.221		S-68654	245513	P	697	00042
PRESS & DAKOTAN/YANKTON	ADVERTISEMENT	220.00	ADVERTISING	202.202.211		150112	081154	P	697	00079
	NOH BENS SPEC EVENTS	15.36	PUBLISHING	101.101.211		151082	024401	P	697	00045
	LEGAL PUBLICATION	15.04	PUBLISHING	101.101.211		151083	024411	P	697	00044
	LEGAL PUBLICATION	15.36	PUBLISHING	101.101.211		151247	024405	P	697	00043
	LEGAL PUBLICATION	15.04	PUBLISHING	101.101.211		151466	024401	P	697	00046
	CENTENNIAL BRIDGE	254.00	SPECIAL EVENTS - ACTIVIT	211.231.575		151851	081155	P	697	00080
	ELECTION NOTICE	20.17	ELECTION	101.104.204		151853	024421	P	697	00053
	COMMISSION MINUTES	263.52	PUBLISHING	101.101.211		151867	024429	P	697	00054
	CENTENNIAL BRIDGE	45.00	SPECIAL EVENTS - ACTIVIT	211.231.575		152096	081155	P	697	00081
	LEGAL PUBLICATION	16.00	PUBLISHING	101.101.211		152113	024425	P	697	00051
	LEGAL PUBLICATION	15.04	PUBLISHING	101.101.211		152114	024424	P	697	00052
	LEGAL PUBLICATION	13.92	PUBLISHING	101.101.211		152115	024426	P	697	00047
	LEGAL PUBLICATION	105.76	PUBLISHING	101.101.211		152200	081101	P	697	00050
	COMMISSION MINUTES	166.88	PUBLISHING	101.101.211		152299	024440	P	697	00048
	COMMISSION MINUTES	25.60	PUBLISHING	101.101.211		152300	024440	P	697	00049

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
PRESS & DAKOTAN/YANKTON	ANNUAL FINANCIAL REPORT	315.46	PUBLISHING	101.101.211		153209	024427	P	697	00084
		1,522.15	*VENDOR TOTAL							
RACOM CORPORATION	BEON ACCESS	26.85	PROFESSIONAL SERVICES	101.111.202		RI-240089	210004	P	697	00055
	BEON ACCESS	8.95	PROFESSIONAL SERVICES	101.111.202		RI-240089	210004	P	697	00056
		35.80	*VENDOR TOTAL							
ROYAL SPORTS SHOP	ENGRAVING	96.40	PROFESSIONAL SERVICES	101.142.202		5654	024288	P	697	00105
SMITH/JUSTINE	TAX	1.87	SALES TAX PAYABLE	203.2073		02/01/2024	081088	P	697	00071
	REFUND TENNIS PROGRAM	30.13	ANNUAL MEMBERSHIPS	203.3740		2/01/2024	081088	P	697	00057
		32.00	*VENDOR TOTAL							
SOUTH DAKOTA 811	MESSAGE FEES	101.85	LOCATES	601.601.208		SD23-03634	240117	P	697	00059
	MESSAGE FEES	35.70	LOCATES	601.601.208		SD24-00067	240117	P	697	00060
		137.55	*VENDOR TOTAL							
TOMS ELECTRIC	SERTOMA PARK	354.79	REP. & MAINT. - BUILDING	201.201.223		5337	081156	P	697	00082
UNITED STATES POSTAL SER	POSTAGE	28.03	POSTAGE	101.122.231		03/01/2024	002989	P	697	00085
	POSTAGE	147.91	POSTAGE	101.104.231		03/01/2024	002989	P	697	00086
	POSTAGE	6.64	POSTAGE	101.111.231		03/01/2024	002989	P	697	00087
	POSTAGE	5.12	POSTAGE	201.201.231		03/01/2024	002989	P	697	00088
	POSTAGE	40.96	POSTAGE	637.637.231		03/01/2024	002989	P	697	00089
	POSTAGE	14.72	POSTAGE	101.102.231		03/01/2024	002989	P	697	00090
	POSTAGE	5.12	POSTAGE	101.106.231		03/01/2024	002989	P	697	00091
	POSTAGE	52.16	POSTAGE	101.107.231		03/01/2024	002989	P	697	00092
	POSTAGE	18.56	POSTAGE	203.203.231		03/01/2024	002989	P	697	00093
	POSTAGE	1.28	POSTAGE	101.114.231		03/01/2024	002989	P	697	00094
	POSTAGE	114.34	POSTAGE	601.601.231		03/01/2024	002989	P	697	00095
	POSTAGE	109.25	POSTAGE	611.611.231		03/01/2024	002989	P	697	00096
	POSTAGE	30.49	POSTAGE	631.631.231		03/01/2024	002989	P	697	00097
		574.58	*VENDOR TOTAL							
XEROX FINANCIAL SERVICES	COPIER LEASE & COPIES	821.98	COPIES	101.105.234		5382417	021748	P	697	00063
	COPIER LEASE & COPIES	244.53	COPIES	101.105.234		5382417	021748	P	697	00064
	COPIER LEASE & COPIES	283.88	CONTRACTED SERVICES	203.203.204		5382417	021748	P	697	00065
	COPIER LEASE & COPIES	148.94	COPIES	203.203.234		5382417	021748	P	697	00066
	COPIER LEASE & COPIES	283.88	COPIES	101.111.234		5382417	021748	P	697	00067
	COPIER LEASE & COPIES	29.95	COPIES	101.111.234		5382417	021748	P	697	00068
	COPIER LEASE & COPIES	283.88	COPIES	101.104.234		5382417	021748	P	697	00069
	COPIER LEASE & COPIES	82.47	COPIES	101.104.234		5382417	021748	P	697	00070
		2,179.51	*VENDOR TOTAL							

Schedule of Bills

VENDOR NAME	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
YANKTON FIRE & SAFETY CO							
RECHARGE FIRE EXTINGUISH	45.00	PROFESSIONAL SERVICES	101.111.202		29115	241512	P 697 00062
INSPECTION EXTINGUISHER	322.50	REP. & MAINT. - BUILDING	101.125.223		29144	024248	P 697 00102
	367.50	*VENDOR TOTAL					
YANKTON RIVERBOAT DAYS I							
2024 DONATION	10,000.00	RIVERBOAT DAYS	211.231.574		105	081505	P 697 00061

Schedule of Bills

VENDOR NAME	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
DESCRIPTION							
REPORT TOTALS:	235,811.10						

RECORDS PRINTED - 000105

Schedule of Bills

FUND RECAP :

FUND	DESCRIPTION	DISBURSEMENTS
101	GENERAL FUND	8,764.38
201	PARKS AND RECREATION	422.01
202	HUETHER FAMILY AQUATICS CTR	220.00
203	SUMMIT ACTIVITY CENTER	4,677.69
206	CEMETERY	3,550.00
207	BRIDGE AND STREET	1,890.50
211	LODGING SALES TAX	41,481.15
503	PARK CAPITAL	580.80
506	SPECIAL CAPITAL IMPROV	132.00
601	WATER OPERATION	67,678.71
602	WATER RENEWAL/REPLACEMENT	21,150.00
611	WASTE WATER OPERATION	6,587.17
631	SOLID WASTE	16,326.46
637	JOINT POWER	62,281.44
711	EMPLOYEE BENEFIT	50.00
801	CENTRAL GARAGE	18.79
TOTAL ALL FUNDS		235,811.10

BANK RECAP :

BANK	NAME	DISBURSEMENTS
1DAK	FIRST DAKOTA NAT'L BANK CORP	235,811.10
TOTAL ALL BANKS		235,811.10

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 DEDUCTION	534.98	MISC. EMP. DED.	711.2079	02/06/2024			679	00028
	AFSCME DEDUCTION	534.98	MISC. EMP. DED.	711.2079	2/16/2024			679	00091
		1,069.96	*TOTAL						
AVERA HEALTH PLANS		05140							
	HEALTH INSURANCE PREMIUM	80,515.93	HEALTH INSURANCE	711.2068	2/05/2024	005122	P	679	00050
CITY UTILITIES		00109							
	WATER/WASTEWATER	172.07	WATER SERVICE	101.114.274	02/09/2024	002642	P	679	00064
	WATER/WASTEWATER	61.28	SEWER SERVICE	101.114.275	02/09/2024	002642	P	679	00065
	WATER/WASTEWATER	148.21	WATER SERVICE	101.125.274	02/09/2024	002642	P	679	00059
	WATER/WASTEWATER	64.64	SEWER SERVICE	101.125.275	02/09/2024	002642	P	679	00060
	WATER/WASTEWATER	171.70	WATER SERVICE	101.127.274	02/09/2024	002642	P	679	00056
	WATER/WASTEWATER	132.80	WASTEWATER SERVICE	101.127.275	02/09/2024	002642	P	679	00057
	WATER/WASTEWATER	52.00	LANDFILL	101.127.276	02/09/2024	002642	P	679	00058
	WATER/WASTEWATER	198.61	WATER SERVICE	101.141.274	02/09/2024	002642	P	679	00077
	WATER/WASTEWATER	119.04	SEWER SERVICE	101.141.275	02/09/2024	002642	P	679	00078
	WATER/WASTEWATER	74.26	WATER SERVICE	101.142.274	02/09/2024	002642	P	679	00079
	WATER/WASTEWATER	51.04	SEWER SERVICE	101.142.275	02/09/2024	002642	P	679	00080
	WATER/WASTEWATER	524.37	WATER SERVICE	201.201.274	02/09/2024	002642	P	679	00071
	WATER/WASTEWATER	360.56	SEWER SERVICE	201.201.275	02/09/2024	002642	P	679	00072
	WATER/WASTEWATER	668.01	WATER SERVICE	203.203.274	02/09/2024	002642	P	679	00073
	WATER/WASTEWATER	268.64	SEWER SERVICE	203.203.275	02/09/2024	002642	P	679	00074
	WATER/WASTEWATER	4,331.46	WATER SERVICE	601.601.274	02/09/2024	002642	P	679	00075
	WATER/WASTEWATER	807.71	WATER SERVICE	611.611.274	02/09/2024	002642	P	679	00076
	WATER/WASTEWATER	55.36	WATER SERVICE	631.631.274	02/09/2024	002642	P	679	00069
	WATER/WASTEWATER	30.64	SEWER SERVICE	631.631.275	02/09/2024	002642	P	679	00070
	WATER/WASTEWATER	144.22	WATER	637.637.274	02/09/2024	002642	P	679	00061
	WATER/WASTEWATER	54.48	WW SERVICE	637.637.275	02/09/2024	002642	P	679	00062
	WATER/WASTEWATER	26.00	LANDFILL	637.637.276	02/09/2024	002642	P	679	00063
	WATER/WASTEWATER	92.82	WATER PURCHASED	801.801.274	02/09/2024	002642	P	679	00066
	WATER/WASTEWATER	88.48	SEWER SERVICE	801.801.275	02/09/2024	002642	P	679	00067
	WATER/WASTEWATER	26.00	LANDFILL	801.801.276	02/09/2024	002642	P	679	00068
		8,724.40	*TOTAL						
CSG FORTE		07775							
	CC PROCES FEES ID:326481	247.68	PROFESSIONAL SERVICES	203.203.202	01/31/2024	024419	P	695	00001
	CC PROCES FEES ID:326647	381.13	PROFESSIONAL SERVICES	203.203.202	01/31/2024			695	00002
		628.81	*TOTAL						
DEPT OF SOCIAL SERVICES		01681							
	CHILD SUPPORT	1,083.87	MISC. EMP. DED.	711.2079	02/06/2024			679	00023
	CHILD SUPPORT	1,083.87	MISC. EMP. DED.	711.2079	2/16/2024			679	00086
		2,167.74	*TOTAL						
FIRST DAKOTA NAT'L BANK		07493							
	HSA CONTRIBUTIONS	3,056.46	HSA EMPLOYER CONTRIBUTIO	711.2052	02/06/2024			679	00021
	HSA CONTRIBUTIONS	2,535.47	HSA EMPLOYEE CONTRIBUTIO	711.2053	02/06/2024			679	00022
	HSA CONTRIBUTIONS	3,056.46	HSA EMPLOYER CONTRIBUTIO	711.2052	2/16/2024			679	00084
	HSA CONTRIBUTIONS	2,535.47	HSA EMPLOYEE CONTRIBUTIO	711.2053	2/16/2024			679	00085
		11,183.86	*TOTAL						

CLAIM NUMBER	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	INVOICE	PO#	F/P	ID	LINE
FIRST NATIONAL BANK FSA	07494								
	CAFETERIA PLAN	711.66	FLEX DAYCARE	711.2054	02/06/2024			679	00026
	CAFETERIA PLAN	468.32	FLEX MEDICAL	711.2055	02/06/2024			679	00027
	CAFETERIA PLAN	711.66	FLEX DAYCARE	711.2054	2/16/2024			679	00089
	CAFETERIA PLAN	468.32	FLEX MEDICAL	711.2055	2/16/2024			679	00090
		2,359.96	*TOTAL						
ICMA RETIREMENT TRUST -	00287								
	RETIREMENT CONTRIBUTIONS	1,657.26	ICMA DEFERRED COMPENSATI	711.2067	02/06/2024			679	00020
	RETIREMENT CONTRIBUTIONS	1,657.26	ICMA DEFERRED COMPENSATI	711.2067	2/16/2024			679	00083
		3,314.52	*TOTAL						
LUMEN	07496								
	FIBER INTERNET	372.44	INTERNET ACCESS	101.105.270	672476037	023065	P	679	00049
MIDAMERICAN ENERGY COMPA	00303								
	HEATING FUEL	607.38	FUEL-HEATING	101.114.273	02/09/2024			679	00037
	HEATING FUEL	11.25	FUEL-GENERATOR	101.115.273	02/09/2024			679	00036
	HEATING FUEL	176.42	ROAD MATERIALS	101.123.239	02/09/2024			679	00043
	HEATING FUEL	940.23	FUEL-HEATING	101.125.273	02/09/2024			679	00038
	HEATING FUEL	1,288.13	FUEL-HEATING	101.127.273	02/09/2024			679	00034
	HEATING FUEL	506.07	FUEL-HEATING	101.141.273	02/09/2024			679	00042
	HEATING FUEL	482.15	FUEL-HEATING	101.142.273	02/09/2024			679	00040
	HEATING FUEL	891.45	FUEL-HEATING	201.201.273	02/09/2024			679	00041
	HEATING FUEL	57.50	FUEL-HEATING	202.202.273	02/09/2024			679	00039
	HEATING FUEL	5,059.33	FUEL-HEATING	601.601.273	02/09/2024			679	00045
	HEATING FUEL	376.03	FUEL-HEATING	611.611.273	02/09/2024			679	00046
	HEATING FUEL	1,774.21	HEATING FUEL - GAS	637.637.273	02/09/2024			679	00044
	HEATING FUEL	771.42	FUEL-HEATING	801.801.273	02/09/2024			679	00035
		12,941.57	*TOTAL						
MONEY MOVERS INC	07676								
	SAC MAINT. FEE	12.75	PROFESSIONAL SERVICES	203.203.202	164076	023072	P	679	00048
MORROW/JOSEPH C.	03823								
	DESIGN WORK	2,040.00	PROFESSIONAL SERVICES	101.125.202	173	203537	P	679	00017
	DESIGN WORK	2,400.00	PROFESSIONAL SERVICES	101.125.202	174	203537	P	679	00047
		4,440.00	*TOTAL						
NEBRASKA DOR - WH INCOME	07502								
	NE WITHOLDING INCOME TAX	1,092.34	NEBRASKA INCOME TAX	711.2057	02/23/2024	005222	P	679	00095
NORTHWESTERN ENERGY	00455								
	ELECTRICITY	702.99	ELECTRICITY	101.114.272	02/06/2024			679	00008
	ELECTRICITY	90.16	ELECTRICITY	101.115.272	02/06/2024			679	00007
	ELECTRICITY	183.62	ELECTRICITY	101.123.272	02/06/2024			679	00013
	ELECTRICITY	1,834.14	ELECTRICITY	101.125.272	02/06/2024			679	00006
	ELECTRICITY	9,430.07	ELECTRICITY-STREET LIGHT	101.126.272	02/06/2024			679	00001
	ELECTRICITY	2,106.05	ELECTRICITY	101.127.272	02/06/2024			679	00003
	ELECTRICITY	1,541.69	ELECTRICITY	101.141.272	02/06/2024			679	00012
	ELECTRICITY	877.14	ELECTRICITY	101.142.272	02/06/2024			679	00016
	ELECTRICITY	2,772.63	ELECTRICITY	201.201.272	02/06/2024			679	00002
	ELECTRICITY	1,020.40	ELECTRICITY	202.202.272	02/06/2024			679	00011
	ELECTRICITY	7,160.33	ELECTRICITY	601.601.272	02/06/2024			679	00014

CLAIM NUMBER	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	INVOICE	PO#	F/P	ID	LINE
	NORTHWESTERN ENERGY	00455							
	ELECTRICITY	14,498.01	ELECTRICITY	611.611.272	02/06/2024			679	00015
	ELECTRICITY	249.89	ELECTRICITY	621.621.272	02/06/2024			679	00004
	ELECTRICITY	801.09	ELECTRICITY	637.637.272	02/06/2024			679	00010
	ELECTRICITY	11.28	ELECTRICITY	641.641.272	02/06/2024			679	00009
	ELECTRICITY	1,095.00	ELECTRICITY	801.801.272	02/06/2024			679	00005
	ELECTRICITY	22,529.78	ELECTRICITY-STREET LIGHT	101.126.272	02/09/2024			679	00031
	ELECTRICITY	253.79	ELECTRICITY	201.201.272	02/09/2024			679	00032
	ELECTRICITY	16,366.36	ELECTRICITY	601.601.272	02/09/2024			679	00033
		83,524.42	*TOTAL						
	RETIREMENT, SD	00519							
	SDSRP	04992							
	SDRS CONTRIBUTIONS	98,164.43	SD RETIREMENT SYSTEM	711.2066	02/23/2024	002809	P	679	00096
	RETIREMENT CONTRIBUTIONS	4,243.50	ROTH 457 SDRS-SRP	711.2056	02/06/2024			679	00025
	RETIREMENT CONTRIBUTIONS	5,236.72	SDRS SUPPLEMENTAL RETIRE	711.2058	02/06/2024			679	00024
	RETIREMENT CONTRIBUTIONS	4,556.00	ROTH 457 SDRS-SRP	711.2056	2/16/2024			679	00088
	RETIREMENT CONTRIBUTIONS	5,336.72	SDRS SUPPLEMENTAL RETIRE	711.2058	2/16/2024			679	00087
		19,372.94	*TOTAL						
	STANDARD INSURANCE COMPA	05508							
	LIFE INSURANCE	1,480.91	LIFE INSURANCE	711.2069	02/23/2024	005179	P	679	00094
	DENTAL INSURANCE	6,785.21	DENTAL INSURANCE	711.2059	2/14/2024	005313	P	679	00055
	VISION INSURANCE	922.88	VISION INSURANCE	711.2078	2/14/2024	005313	P	679	00054
		9,189.00	*TOTAL						
	U.S. POST OFFICE-UTIL	00642							
	POSTAGE	1,161.88	PROFESSIONAL SERVICES	601.601.202	37343	001855	P	679	00051
	POSTAGE	1,110.25	PROFESSIONAL SERVICES	611.611.202	37343	001855	P	679	00052
	POSTAGE	309.84	PROFESSIONAL SERVICES	631.631.202	37343	001855	P	679	00053
		2,581.97	*TOTAL						
	UNITED STATES TREASURY	07526							
	FEDERAL WITHHOLDING TAX	34,843.92	WITHHOLDING	711.2064	02/06/2024			679	00018
	FEDERAL WITHHOLDING TAX	59,083.90	OASI	711.2065	02/06/2024			679	00019
	GARNISHMENT	251.28	MISC. EMP. DED.	711.2079	02/06/2024			679	00030
	FEDERAL WITHHOLDING TAX	33,975.28	WITHHOLDING	711.2064	2/16/2024			679	00081
	FEDERAL WITHHOLDING TAX	59,130.82	OASI	711.2065	2/16/2024			679	00082
	GARNISHMENT	263.83	MISC. EMP. DED.	711.2079	2/16/2024			679	00093
		187,549.03	*TOTAL						
	UNITED WAY	00918							
	EMPLOYEE CONTRIBUTIONS	83.00	UNITED FUND	711.2070	02/06/2024			679	00029
	EMPLOYEE CONTRIBUTIONS	83.00	UNITED FUND	711.2070	2/16/2024			679	00092
		166.00	*TOTAL						
		529,372.07	**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:		529,372.07							

RECORDS PRINTED - 000098

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
101	GENERAL FUND	49,365.36
201	PARKS AND RECREATION	4,802.80
202	HUETHER FAMILY AQUATICS CTR	1,077.90
203	SUMMIT ACTIVITY CENTER	1,578.21
601	WATER OPERATION	34,079.36
611	WASTE WATER OPERATION	16,792.00
621	CEMETERY OPERATION	249.89
631	SOLID WASTE	395.84
637	JOINT POWER	2,800.00
641	GOLF COURSE	11.28
711	EMPLOYEE BENEFIT	416,145.71
801	CENTRAL GARAGE	2,073.72
TOTAL ALL FUNDS		529,372.07

BANK RECAP:

BANK	NAME	DISBURSEMENTS
LDAK	FIRST DAKOTA NAT'L BANK CORP	529,372.07
TOTAL ALL BANKS		529,372.07

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

DATE APPROVED BY

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Manual Claims Register

CLAIM NUMBER	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	INVOICE	PO#	F/P	ID	LINE
L & L ENTERPRISES		07806							
	AUTOMATIC DOOR OPENERS	7,950.00	ALA ACCESSIBILITY GRANT	701.701.318	0038	024287	P	693	00008
MIDWEST PETROLEUM EQUIP,		07802							
	PARTS	1,262.66	GARAGE PARTS	801.801.249	763	024380	P	693	00001
MOTOR VEHICLE DEPT, SD		00424							
	TITLE & LICENSE	5.00	REP. & MAINT. -VEHICLES	101.111.222	UC 2024	018996	P	693	00002
WILLIAMS & COMPANY PC		04182							
	AUDIT	2,957.40	AUDIT	101.101.203	187502	005659	P	693	00003
	AUDIT	2,135.90	AUDIT	601.601.203	187502	005659	P	693	00004
	AUDIT	2,135.90	AUDIT	611.611.203	187502	005659	P	693	00005
	AUDIT	492.90	AUDIT	631.631.203	187502	005659	P	693	00006
	AUDIT	492.90	AUDIT	637.637.203	187502	005659	P	693	00007
		8,215.00	*TOTAL						
		17,432.66	**CLAIMS TOTAL						

Claims Register
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CLAIM NUMBER	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	INVOICE	PO#	F/P ID LINE
REPORT TOTALS:		17,432.66					

RECORDS PRINTED - 000008

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
101	GENERAL FUND	2,962.40
601	WATER OPERATION	2,135.90
611	WASTE WATER OPERATION	2,135.90
631	SOLID WASTE	492.90
637	JOINT POWER	492.90
701	LIBRARY TRUST	7,950.00
801	CENTRAL GARAGE	1,262.66
TOTAL ALL FUNDS		17,432.66

BANK RECAP:

BANK	NAME	DISBURSEMENTS
1DAK	FIRST DAKOTA NAT'L BANK CORP	17,432.66
TOTAL ALL BANKS		17,432.66

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

DATE APPROVED BY

Credit Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
ADOBE INC.								
	ADOBE	19.99	SUBSCRIPTIONS & PUBLICAT	101.106.235		Bies		726 00373
	COMPUTER PROGRAM	58.40	CONTRACTED SERVICES - OP	201.201.204		McHenry		726 00381
		78.39	*VENDOR TOTAL					
AMAZON PRIME RB2HB9JR1	COMPUTER PROGRAM	147.62	CONTRACTED SERVICES - OP	201.201.204		McHenry		726 00280
AMAZON.COM RB3F32IS2	POOL SEALANT	53.25	REP. & MAINT. - BUILDING	202.202.223		Groves		726 00270
AMAZON.COM RB9X04QH0	HAND WEIGHTS	84.90	RECREATION SUPPLIES	203.203.242		Wattier		726 00312
AMAZON.COM RI7875A82	HAND WEIGHTS	20.91	RECREATION SUPPLIES	203.203.242		Wattier		726 00196
AMAZON.COM RW6DG9690	FITNESS CLASS STEPS	276.56	RECREATION SUPPLIES	203.203.242		Youmans		726 00089
AMERICAN 0012112279478	TRAVEL	559.20	TRAVEL EXPENSE	601.601.263		Goodmanson		726 00472
AMERICAN 0012112279479	TRAVEL	559.20	TRAVEL EXPENSE	601.601.263		Goodmanson		726 00462
AMZN MKTP US	RETURN	13.14CR	REP. & MAINT. - EQUIPMEN	203.203.221		Groves		726 00073
AMZN MKTP US RB0G06911	PROGRAM SUPPLIES	71.22	RECREATION SUPPLIES	701.701.242		Dobrovolny		726 00171
AMZN MKTP US RB0UF59N1	GROUND ANCHOR KIT	62.31	RECREATION SUPPLIES - O	201.201.242		Knutson		726 00197
AMZN MKTP US RB3KY2712	EAR PIECES	43.98	REP. & MAINT. - EQUIPMEN	101.111.221		Rothenberger		726 00275
AMZN MKTP US RI03Z0US0	CABLE ATTACHMENTS	43.27	REP. & MAINT. - EQUIPMEN	203.203.221		Groves		726 00169
AMZN MKTP US RI1ZP8770	JANITORIAL SUPPLIES	20.43	JANITORIAL SUPPLIES	101.142.236		Dobrovolny		726 00178
	PROGRAM SUPPLIES	51.96	PROGRAM SUPPLIES	101.142.242		Dobrovolny		726 00179
	BOOKS	31.98	BOOKS	101.142.340		Dobrovolny		726 00180
	DVDS	117.01	AV - CAPITAL	101.142.342		Dobrovolny		726 00181
	CRAFT SUPPLIES	65.72	RECREATION SUPPLIES	701.701.242		Dobrovolny		726 00182
		287.10	*VENDOR TOTAL					

Credit Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
AMZN MKTP US RI13Q48W0	LIFEGUARD CLASSES	415.50	RECREATION SUPPLIES	203.203.242		Wattier		726 00229
AMZN MKTP US RI6IP4T02	BOOKS	47.45	BOOKS	101.142.340		Dobrovolny		726 00170
AMZN MKTP US RI6K97W62	POOL ROPE TIGHTENER	62.18	REP. & MAINT. - BUILDING	202.202.223		Groves		726 00105
AMZN MKTP US RI9ET0GQ0	OFFICE SUPPLIES	105.01	OFFICE SUPPLIES	201.201.232		McHenry		726 00232
AMZN MKTP US RI9F977B1	DVD	27.00	AV - CAPITAL	101.142.342		Dobrovolny		726 00069
AMZN MKTP US RW72C7X10	PROGRAM SUPPLIES	22.89	PROGRAM SUPPLIES	101.142.242		Dobrovolny		726 00104
AMZN MKTP US RZ2LX2BJ0	PROGRAM SUPPLIES	12.95	PROGRAM SUPPLIES	101.142.242		Dobrovolny		726 00004
AMZN MKTP US RZ5TU0J60	KEY LOCK BOX	34.88	SPECIAL ACCOUNT - DETECT	101.111.266		Foote		726 00018
AMZN MKTP US R03W65YM2	OFFICE SUPPLIES	105.00	OFFICE SUPPLIES	101.142.232		Dobrovolny		726 00492
AMZN MKTP US R20C20531	BOOKS	29.78	BOOKS	101.142.340		Dobrovolny		726 00374
AMZN MKTP US R21C79DB0	WELLNESS	219.99	PROFESSIONAL SERVICES	101.107.202		Bailey		726 00450
AMZN MKTP US R23QD1F82	BOOKS	147.68	BOOKS	101.142.340		Dobrovolny		726 00468
AMZN MKTP US R23TW0JE2	CMOS BATTERY	14.98	REP. & MAINT. - EQUIPMEN	101.105.221		Johnson		726 00451
AMZN MKTP US R232W5982	EXTERNAL DRIVE ADAPTERS	47.98	PC NETWORK SUPPLIES	101.105.230		Johnson		726 00389
AMZN MKTP US R25H80ZW2	POSTAGE	3.99	POSTAGE	101.142.231		Dobrovolny		726 00466
	BOOK	30.26	BOOKS	101.142.340		Dobrovolny		726 00467
		34.25	*VENDOR TOTAL					
ATT BILL PAYMENT	CELL PHONE	28.23	TELEPHONE	601.601.271		Bailey		726 00286

Credit Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
ATT BILL PAYMENT								
	MOBILE DATA	95.61	PROFESSIONAL SERVICES -	101.127.202		Peters		726 00306
	MOBILE DATA	45.28	PROFESSIONAL SERVICES	101.123.202		Peters		726 00307
	MOBILE DATA	45.28	PROFESSIONAL SERVICES	601.601.202		Peters		726 00308
	MOBILE DATA	40.04	PROFESSIONAL SERVICES	101.122.202		Peters		726 00309
	MOBILE DATA	955.93	PROFESSIONAL SERVICES	101.111.202		Peters		726 00310
		1,210.37	*VENDOR TOTAL					
AUTOMATIC SYSTEMS CO								
	TRANSDUCER	1,323.25	REP. & MAINT. - COLLECTI	611.611.226		Robinson		726 00208
AUTOZONE #3795								
	DIESEL EXHAUST FLUID	19.99	GARAGE PARTS	801.801.249		Kulhavy		726 00167
	ANTI FREEZE	209.60	GARAGE PARTS	801.801.249		Kulhavy		726 00246
	BATTERY RETURNED	278.85CR	GARAGE PARTS	801.801.249		Kulhavy		726 00413
	BATTERY	299.97	GARAGE PARTS	801.801.249		Kulhavy		726 00445
		250.71	*VENDOR TOTAL					
AVERA SACRED HEART								
	CDL TESTING	81.00	PROFESSIONAL SERVICES	201.201.202		Bailey		726 00334
	CDL TESTING	41.00	PROFESSIONAL SERVICES	101.123.202		Bailey		726 00338
	CDL TESTING	41.00	PROFESSIONAL SERVICES	201.201.202		Bailey		726 00339
		163.00	*VENDOR TOTAL					
AVERA SHH NP WELLNESSM								
	WELLNESS	192.00	PROFESSIONAL SERVICES	101.107.202		Bailey		726 00025
AXON								
	TASER CARTRIDGES	2,496.00	AMMUNITION	101.111.267		Rothenberger		726 00121
	BATTERIES	436.00	REP. & MAINT. - EQUIPMEN	101.111.221		Rothenberger		726 00122
	BATTERIES	436.00	REP. & MAINT. - EQUIPMEN	101.111.221		Rothenberger		726 00496
		3,368.00	*VENDOR TOTAL					
AXVOICE INC								
	DIALER SERVICE	21.44	PROFESSIONAL SERVICES	601.601.202		Chytka		726 00407
BAKER-TAYLOR								
	BOOKS	3,894.31	BOOKS	101.142.340		Schmidt		726 00059
	POSTAGE	73.25	POSTAGE	101.142.231		Schmidt		726 00060
		3,967.56	*VENDOR TOTAL					
BLUEBEAM INC.								
	SOFTWARE	400.00	PROFESSIONAL SERVICES	101.122.202		Haberman		726 00146
	SOFTWARE	400.00	PROFESSIONAL SERVICES	101.122.202		Haberman		726 00160
	SOFTWARE	400.00	PROFESSIONAL SERVICES	101.122.202		Haberman		726 00168
		1,200.00	*VENDOR TOTAL					
BLUEPEAK								
	PHONE	279.07	TELEPHONE	601.601.271		Yardley		726 00002
	PHONE	158.09	TELEPHONE	101.127.271		Yardley		726 00092
	PHONE	39.53	TELEPHONE	101.123.271		Yardley		726 00093

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
BLUEPEAK								
	PHONE	158.50	TELEPHONE	202.202.271		Yardley		726 00287
	INTERNET	972.02	INTERNET ACCESS	101.105.270		Yardley		726 00421
	INTERNET/PHONE	226.94	INTERNET ACCESS	101.105.270		Yardley		726 00423
	INTERNET/PHONE	19.57	TELEPHONE	101.111.271		Yardley		726 00424
	INTERNET/PHONE	54.38	TELEPHONE	101.114.271		Yardley		726 00425
	INTERNET/PHONE	19.57	TELEPHONE	601.601.271		Yardley		726 00426
	INTERNET/PHONE	298.35	TELEPHONE	201.201.271		Yardley		726 00427
	INTERNET/PHONE	42.98	TELEPHONE	202.202.271		Yardley		726 00428
	INTERNET/PHONE	306.57	TELEPHONE	203.203.271		Yardley		726 00429
	PHONE	28.70	TELEPHONE	101.111.271		Yardley		726 00430
	PHONE	38.14	TELEPHONE	101.114.271		Yardley		726 00431
	PHONE	69.99	TELEPHONE	101.123.271		Yardley		726 00432
	PHONE	144.35	TELEPHONE	101.142.271		Yardley		726 00433
	PHONE	87.88	TELEPHONE	203.203.271		Yardley		726 00434
	PHONE	86.37	TELEPHONE	601.601.271		Yardley		726 00435
	PHONE	40.99	TELEPHONE	611.611.271		Yardley		726 00436
	PHONE	28.82	TELEPHONE	637.637.271		Yardley		726 00437
	PHONE	72.62	TELEPHONE	101.102.271		Yardley		726 00452
	PHONE	244.90	TELEPHONE	101.104.271		Yardley		726 00453
	PHONE	137.13	TELEPHONE	101.105.271		Yardley		726 00454
	PHONE	191.02	TELEPHONE	101.106.271		Yardley		726 00455
	PHONE	72.62	TELEPHONE	101.107.271		Yardley		726 00456
	PHONE	145.25	TELEPHONE	101.122.271		Yardley		726 00457
		3,964.35	*VENDOR TOTAL					
BOMGAARS #2 YANKTON								
	SAFETY APPAREL	44.99	UNIFORMS & DRY GOODS	201.201.244		Bailey		726 00056
	SAFETY SHIRTS	132.94	UNIFORMS & DRY GOODS	101.123.244		Bailey		726 00133
	SAFETY SHIRTS	150.92	UNIFORMS & DRY GOODS	201.201.244		Bailey		726 00172
	SAFETY COAT	44.99	UNIFORMS & DRY GOODS	201.201.244		Bailey		726 00230
	SAFETY EQUIPMENT	145.46	UNIFORMS & DRY GOODS	201.201.244		Bailey		726 00368
	BRIDGE SPLASH PAD REPAIR	21.58	REP. & MAINT. - BUILDING	201.201.223		Bornitz		726 00005
	BRIDGE SPLASH PAD REPAIR	189.99	REP. & MAINT. - BUILDING	201.201.223		Bornitz		726 00010
	SAFETY LIGHTS	51.32	REP. & MAINT. - BUILDING	206.206.223		Bornitz		726 00289
	SHOP SUPPLIES	25.47	REP. & MAINT. - BUILDING	206.206.223		Bornitz		726 00461
	SKID LOADER REPAIRS	7.49	REP. & MAINT. - EQUIPMEN	206.206.221		Bornitz		726 00488
	EQUIPMENT MAINTENANCE	204.47	REP. & MAINT. - EQUIPMEN	206.206.221		Bornitz		726 00516
	SOCKET	15.48	SMALL TOOLS & HARDWARE	101.123.247		Gobel		726 00371
	SAFETY JACKET - RETURNED	74.99CR	UNIFORMS & DRY GOODS	101.123.244		Goeden		726 00460
	GLOVES	18.99	MEDICAL & SAFETY SUPPLIE	201.201.243		Groves		726 00003
	POOL POLISHING PAD	47.98	REP. & MAINT. - BUILDING	203.203.223		Groves		726 00175
	OPERATOR WORK GLOVES	70.16	UNIFORMS & DRY GOODS	611.611.244		Hanson		726 00041
	HARDWARE	14.99	SMALL TOOLS & HARDWARE	201.201.247		Jensen		726 00007
	EQUIPMENT REPAIRS	25.98	REP. & MAINT. - EQUIPMEN	201.201.221		Jensen		726 00152
	HARDWARE	3.39	SMALL TOOLS & HARDWARE	201.201.247		Jensen		726 00448
	SNOWBLOWER REPAIR	19.99	REP. & MAINT. - EQUIPMEN	201.201.221		Jensen		726 00490
	HARDWARE	6.60	SMALL TOOLS & HARDWARE	201.201.247		Kirchner		726 00242
	WELDING SLEEVES, GRINDER	275.92	GARAGE PARTS	801.801.249		Kulhavy		726 00132
	HYDRANT HOSE FOR SWEEPER	52.98	GARAGE PARTS	801.801.249		Kulhavy		726 00238
	SPOUTS, SOCKETS	153.37	SMALL TOOLS & HARDWARE	801.801.247		Kulhavy		726 00392

Credit Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
BOMGAARS #2 YANKTON								
	GROWTH RETARDANT	133.95	AGRICULTURAL SUPPLIES	204.204.241		Lehman		726 00247
	HARDWARE	15.98	SMALL TOOLS & HARDWARE	201.201.247		Lehman		726 00409
	HARDWARE	11.96	SMALL TOOLS & HARDWARE	201.201.247		Lehman		726 00474
	SMALL TOOLS	28.32	SMALL TOOLS & HARDWARE	201.201.247		Pavel		726 00141
	SHOP SUPPLIES	34.16	REP. & MAINT. - BUILDING	201.201.223		Pavel		726 00211
	HARDWARE	13.90	SMALL TOOLS & HARDWARE	201.201.247		Pavel		726 00248
	SHOP SUPPLIES	44.99	REP. & MAINT. - BUILDING	201.201.223		Pavel		726 00333
	BALL VALVES	74.95	REP. & MAINT. - PLANT	601.601.221		Rothermel		726 00483
	POOL TRAILER SUPPLIES	36.01	REP. & MAINT. - BUILDING	202.202.223		Steinberg		726 00191
	SPRAY PAINT	97.87	REP. & MAINT. - EQUIPMEN	101.123.221		Ulmer		726 00284
	BOOT SCRUBBER	15.99	SMALL TOOLS & HARDWARE	637.637.247		Ulmer		726 00293
	WD-40, CASTER	44.98	SMALL TOOLS & HARDWARE	637.637.247		Ulmer		726 00313
	CASTER	59.96	SMALL TOOLS & HARDWARE	101.123.247		Ulmer		726 00356
	HERBICIDE	45.98	ROAD MATERIALS	101.123.239		Ulmer		726 00364
	BRASS HOSE SHUT-OFF	26.97	GARAGE PARTS	801.801.249		Ulmer		726 00477
		2,336.43	*VENDOR TOTAL					
BSN SPORTS LLC								
	SOFTBALLS	284.36	RECREATION SUPPLIES	203.203.242		Wattier		726 00281
C & B YANKTON								
	SNOWBLOWER RUNNERS	48.92	REP. & MAINT. - PLANT	611.611.221		Ballard		726 00131
	TRACTOR REPAIRS	29.41	REP. & MAINT. - EQUIPMEN	201.201.221		Jensen		726 00044
	FILTER CAP	30.81	GARAGE PARTS	801.801.249		Potts		726 00046
		109.14	*VENDOR TOTAL					
CCSI METROFAX								
	FAX SERVICE	11.95	PROFESSIONAL SERVICES	601.601.202		Chytka		726 00396
CHICK-FIL-A #04566								
	TRAVEL EXPENSE	11.10	TRAVEL EXPENSE	601.601.263		Bush		726 00263
CKE MUDDY MOS COFFEE								
	GET UP AND PLAY MONTH	20.00	RECREATION SUPPLIES	203.203.242		Wattier		726 00361
CLARKS RENTALS								
	EQUIPMENT RENTAL	17.00	REP. & MAINT. - EQUIPMEN	202.202.221		Groves		726 00419
	EQUIPMENT RENTAL	55.00	REP. & MAINT. - EQUIPMEN	204.204.221		Walsh		726 00015
		72.00	*VENDOR TOTAL					
CNA SURETY								
	NOTARY BOND	50.00	PROFESSIONAL SERVICES	101.107.202		Bailey		726 00219
CORNWELL D-P TOOLS INC								
	HOSES,HOSE CLAMP,PINCHER	146.77	SMALL TOOLS & HARDWARE	801.801.247		Kulhavy		726 00201
	TOOLS	308.12	SMALL TOOLS & HARDWARE	801.801.247		Kulhavy		726 00420
		454.89	*VENDOR TOTAL					

Credit Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
CRESCENT ELECTRIC 029								
	HOSE STORAGE RACK	160.11	REP. & MAINT. - PLANT	611.611.221		Gusso		726 00345
	DRILL BIT	77.97	SMALL TOOLS & HARDWARE	611.611.247		Gusso		726 00346
	LED LIGHTS	376.00	REP. & MAINT. - BUILDING	611.611.223		Hanson		726 00447
	ELECTRICAL SUPPLIES	44.73	REP. & MAINT. - EQUIPMEN	101.126.221		Ryken		726 00283
	ELECTRICAL SUPPLIES	45.04	REP. & MAINT. - EQUIPMEN	101.126.221		Ryken		726 00353
		703.85	*VENDOR TOTAL					
DEMCO INC								
	OFFICE SUPPLIES	588.08	OFFICE SUPPLIES	101.142.232		Schmidt		726 00264
	BROWSING BAGS	209.25	OFFICE SUPPLIES	701.701.232		Schmidt		726 00265
	POSTAGE	288.73	POSTAGE	101.142.231		Schmidt		726 00266
	PROGRAM SUPPLIES	39.96	PROGRAM SUPPLIES	101.142.242		Schmidt		726 00267
		1,126.02	*VENDOR TOTAL					
DEPARTMENT OF AGRICULT								
	STORMWATER PERMIT	102.50	WESTSIDE PARK IMPROVEMEN	503.545.320		Bailey		726 00218
	CERTIFICATION TESTING	184.50	LEARNING	611.611.264		Hanson		726 00088
	CERTIFICATION TESTING	61.50	LEARNING	611.611.264		Hanson		726 00188
		348.50	*VENDOR TOTAL					
DEPT OF AG AG SERVICES								
	MEMBERSHIP DUES	35.88	MEMBERSHIP DUES	201.201.261		Knutson		726 00198
	MEMBERSHIP DUES	35.88	MEMBERSHIP DUES	201.201.261		Lehman		726 00378
		71.76	*VENDOR TOTAL					
DOLLAR TREE								
	PROGRAM SUPPLIES	6.25	PROGRAM SUPPLIES	101.142.242		Schmidt		726 00032
	OFFICE SUPPLIES	5.00	OFFICE SUPPLIES	101.142.232		Schmidt		726 00033
	GET UP AND PLAY MONTH	1.25	RECREATION SUPPLIES	203.203.242		Wattier		726 00110
	GET UP AND PLAY MONTH	2.50	RECREATION SUPPLIES	203.203.242		Wattier		726 00297
	ADULT CRAFT	23.75	RECREATION SUPPLIES	701.701.242		Yankton Librar		726 00237
	PROGRAM SUPPLIES	10.00	PROGRAM SUPPLIES	101.142.242		Yankton Librar		726 00377
		48.75	*VENDOR TOTAL					
DOLLARTREE								
	ADULT CRAFT	3.75	RECREATION SUPPLIES	701.701.242		Yankton Librar		726 00190
	ADULT CRAFT	2.50	RECREATION SUPPLIES	701.701.242		Yankton Librar		726 00195
		6.25	*VENDOR TOTAL					
EB 2024 COMMERCIAL AP								
	MEMBERSHIP DUES	20.00	MEMBERSHIP DUES	201.201.261		Kirchner		726 00183
	MEMBERSHIP DUES	20.00	MEMBERSHIP DUES	201.201.261		Knutson		726 00200
		40.00	*VENDOR TOTAL					
EB 2024 GOSMA ANNUAL								
	GOSMA ANNUAL CONFERENCE	175.00	CONFERENCE & MEETINGS	101.102.265		Barkley		726 00305
ECHO ELECTRIC SUPPLY								
	SHORELINE CORD	47.43	REP. & MAINT. - VEHICLES	101.114.222		Linke		726 00006

Credit Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
ECHO ELECTRIC SUPPLY								
	LED PANEL	570.00	REP. & MAINT. - BUILDING	101.142.223		Mastalir		726 00212
	BOAT DOCK LIGHTS	67.04	REP. & MAINT. - BUILDING	201.201.223		Pavel		726 00358
	LIGHTS	202.05	REP. & MAINT. - BUILDING	201.201.223		Pavel		726 00384
	LIGHTS	35.49	REP. & MAINT. - BUILDING	201.201.223		Pavel		726 00485
	TAXIWAY LIGHTS	412.50	REP & MAINT - RUNWAY & A	101.127.225		Ryken		726 00020
	ELECTRICAL SUPPLIES	264.00	REP. & MAINT. - EQUIPMEN	101.126.221		Ryken		726 00194
	ELECTRICAL SUPPLIES	348.00	REP & MAINT - CENTRAL GA	101.123.224		Ryken		726 00499
	ELECTRICAL SUPPLIES	47.00	REP. & MAINT. - EQUIPMEN	101.126.221		Ryken		726 00521
	LED LIGHT	67.04	REP. & MAINT. - BUILDING	201.201.223		Steinberg		726 00379
		2,060.55	*VENDOR TOTAL					
EHRESMANN ENGINEERING								
	CURB STOP PIPE	78.16	REP. & MAINT. - DISTRIBU	601.601.226		Tramp		726 00444
FAIRFIELD INN & SUITES								
	PROGRAMMING-AUTHOR VISIT	354.93	RECREATION SUPPLIES	701.701.242		Schmidt		726 00408
FAMILY DOLLAR								
	ADULT CRAFT	10.00	RECREATION SUPPLIES	701.701.242		Yankton Librar		726 00189
FASTENAL COMPANY 01SDY								
	PAPER TOWELS, FILTERS	538.85	REP. & MAINT. - PLANT	601.601.221		Chytka		726 00417
	GARAGE PARTS	2,010.78	GARAGE PARTS	801.801.249		Goeden		726 00129
		2,549.63	*VENDOR TOTAL					
FEDEX83204945								
	EVIDENCE RETURN	18.07	POSTAGE	101.111.231		Foote		726 00217
FOXIT CORP								
	PERPETUAL LICENSE	179.99	SUBSCRIPTIONS & PUBLICAT	101.104.235		Yardley		726 00415
FREDDYS 52-0008								
	TRAINING EXPENSE	11.89	TRAVEL EXPENSE	101.111.263		Wilson		726 00328
FRONTIER MILLS								
	GRASS SEED	184.06	AGRICULTURAL SUPPLIES	204.204.241		Lehman		726 00012
GERSTNER OIL								
	MOWER REPAIRS	142.75	REP. & MAINT. - EQUIPMEN	201.201.221		Jensen		726 00354
GIH GLOBALINDUSTRIALEQ								
	SCISSOR LIFT TABLE	995.04	REP. & MAINT. - EQUIPMEN	201.201.221		McHenry		726 00380
GRAHAM TIRE #19 YANKTO								
	TIRES	469.45	GARAGE PARTS	801.801.249		Ulmer		726 00316
HACH COMPANY								
	REAGENTS	98.79	CHEMICALS & GASES	601.601.240		Chytka		726 00251

Credit Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
HANSEN LOCKSMITHING	DUPLICATE KEYS	10.00	REP. & MAINT. - BUILDING	101.127.223		Homstad		726 00390
HY-VEE YANKTON 1899	LEADERSHIP CLASS	21.44	CONFERENCE & MEETINGS	101.107.265		Bailey		726 00094
	WATER FOR MEETING	3.49	OFFICE SUPPLIES	101.106.232		Kuenzli		726 00038
	PROGRAM SUPPLIES	16.27	PROGRAM SUPPLIES	101.142.242		Yankton Librar		726 00273
	PROGRAM SUPPLIES	23.94	PROGRAM SUPPLIES	101.142.242		Yankton Librar		726 00512
		65.14	*VENDOR TOTAL					
IN ADVANCED GRAPHIX,	VEHICLE GRAPHICS	96.50	REP. & MAINT. -VEHICLES	101.111.222		Rothenberger		726 00240
IN HANSON BRIGGS SPEC	GOLF CART PERMITS	146.50	PRINTING & BINDING	101.111.233		Rothenberger		726 00017
	TRESPASS NOTICES	111.89	PRINTING & BINDING	101.111.233		Rothenberger		726 00050
		258.39	*VENDOR TOTAL					
IN NICHE ACADEMY	PROFESSIONAL SERVICES	1,400.00	PROFESSIONAL SERVICES	101.142.202		Schmidt		726 00072
IN RANGE SYSTEMS INC	BATTERIES	150.51	REP. & MAINT. - EQUIPMEN	101.111.221		Foote		726 00243
IR INDUSTRIAL	CREDIT	26.44CR	REP. & MAINT. - PLANT	611.611.221		Hanson		726 00494
ISA	STUDY BOOKS	311.37	LEARNING	201.201.264		Kortan		726 00058
	EXAMS	125.00	LEARNING	201.201.264		Kortan		726 00405
	EXAMS	24.95	LEARNING	201.201.264		Kortan		726 00412
		461.32	*VENDOR TOTAL					
JACKS UNIFORMS & EQUI	NAME TAGS	45.94	UNIFORMS	101.111.244		Rothenberger		726 00439
JIMMY JOHNS - 3631	GET UP AND PLAY MONTH	20.00	RECREATION SUPPLIES	203.203.242		Wattier		726 00357
JIMMY JOHNS - 3631 - E	COMP PLAN MEETING	64.02	CONFERENCE & MEETINGS	101.106.265		Kuenzli		726 00001
KAISER REFRIGERATION I	EQUIPMENT REPAIRS	82.23	REP. & MAINT. - EQUIPMEN	206.206.221		Bornitz		726 00063
	POOL EQUIPMENT	118.99	REP. & MAINT. - EQUIPMEN	202.202.221		Groves		726 00052
	CHAINSAW SUPPLIES	32.55	REP. & MAINT. - EQUIPMEN	204.204.221		Lehman		726 00035
	OIL TANK HOUSING	110.48	REP. & MAINT. - EQUIPMEN	101.123.221		Ulmer		726 00144
		344.25	*VENDOR TOTAL					

Credit Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
KAMINSKY, SULLENBERGER	FTO CLASS	750.00	LEARNING	101.111.264		Rothenberger		726 00234
KOLETZKY IMPLEMENT INC	KUBOTA MOWER REPAIR	501.68	REP. & MAINT. - EQUIPMEN	201.201.221		Jensen		726 00051
	TRUCK REPAIRS	67.74	REP. & MAINT. -VEHICLES	201.201.222		Jensen		726 00120
	TRUCK REPAIRS	67.74	REP. & MAINT. -VEHICLES	201.201.222		Jensen		726 00163
	KUBOTA BLADES	145.98	REP. & MAINT. - EQUIPMEN	201.201.221		Jensen		726 00213
	SNOWBLOWER REPAIR	1,010.52	REP. & MAINT. - EQUIPMEN	204.204.221		Jensen		726 00418
	SNOWBLOWER REPAIR	108.18	REP. & MAINT. - EQUIPMEN	201.201.221		Jensen		726 00502
		1,901.84	*VENDOR TOTAL					
KOPETSKYS ACE HDWE	CARPET CLEANER	57.98	JANITORIAL SUPPLIES	203.203.236		Groves		726 00140
	POOL BUCKET	22.99	REP. & MAINT. - BUILDING	203.203.223		Groves		726 00224
	HARDWARE	1.49	SMALL TOOLS & HARDWARE	203.203.247		Groves		726 00367
	BUILDING MAINTENANCE	37.99	REP. & MAINT. - BUILDING	202.202.223		Groves		726 00498
	SNOWBLOWER CHAINS	76.99	REP. & MAINT. - PLANT	611.611.221		Gusso		726 00369
	SPRINKLER HEAD	18.38	REP. & MAINT. - DISTRIBU	601.601.226		Hallock		726 00137
	PLUMBING	41.52	REP. & MAINT. - PLANT	611.611.221		Hanson		726 00021
	SNOWBLOWER REPAIR	89.99	REP. & MAINT. - EQUIPMEN	201.201.221		Jensen		726 00487
	HARDWARE	5.58	SMALL TOOLS & HARDWARE	201.201.247		Lehman		726 00154
	HARDWARE	10.36	SMALL TOOLS & HARDWARE	201.201.247		Lehman		726 00471
	CLASS SUPPLIES	30.16	LEARNING	101.114.264		Linke		726 00057
	PLIERS	33.98	REP. & MAINT. - BUILDING	101.125.223		Mastalir		726 00055
	DOOR KICK	15.18	REP. & MAINT. - BUILDING	101.125.223		Mastalir		726 00362
	CLOROX	10.99	JANITORIAL SUPPLIES	101.125.236		Mastalir		726 00363
	HARDWARE	0.59	SMALL TOOLS & HARDWARE	201.201.247		Pavel		726 00486
	KEYS	11.16	REP. & MAINT. - BUILDING	101.127.223		Roinstad		726 00314
	AA BATTERIES	33.98	REP. & MAINT. - DISTRIBU	601.601.226		Tramp		726 00157
	FAUCET - RETURN	20.81CR	BUILDING REPAIR & MAINT.	637.637.223		Ulmer		726 00288
	FAUCET	27.99	BUILDING REPAIR & MAINT.	637.637.223		Ulmer		726 00295
		506.49	*VENDOR TOTAL					
KUM&GO 0250R S SIOUX	TRAVEL	42.05	TRAVEL EXPENSE	601.601.263		Goodmanson		726 00298
LABSTRONG CORPORATION	WATER STORAGE RESERVOIR	1,862.45	REP. & MAINT. - PLANT	611.611.221		Hanson		726 00113
LARRYS HEATING AND COO	HVAC SERVICE CALL	159.30	REP. & MAINT. - EQUIPMEN	101.142.221		Schmidt		726 00279
LEWIS AND CLARK FORD L	TRUCK REPAIRS	21.46	REP. & MAINT. -VEHICLES	201.201.222		Jensen		726 00321
	SPARK PLUG, COIL ASSY	939.43	GARAGE PARTS	801.801.249		Kulhavy		726 00323
		960.89	*VENDOR TOTAL					
MADRAX/THOMAS STEELE	PUMP HOSES	140.44	REP. & MAINT. - BUILDING	201.201.223		Kirchner		726 00404

Credit Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
MEAD LUMBER YANKTON	GOLF SHED REPAIRS	258.28	BUILDING & STRUCTURES	641.641.320		Pavel		726 00099
MENARDS YANKTON SD	WELLNESS	63.51	PROFESSIONAL SERVICES	101.107.202		Bailey		726 00347
	SMALL TOOLS	20.95	SMALL TOOLS & HARDWARE	206.206.247		Bornitz		726 00045
	SAFETY LIGHTS	11.92	REP. & MAINT. - BUILDING	206.206.223		Bornitz		726 00250
	SAFETY LIGHTS	3.49	REP. & MAINT. - BUILDING	206.206.223		Bornitz		726 00253
	SIGN REPAIRS	40.93	REP. & MAINT. - BUILDING	201.201.223		Bornitz		726 00520
	ROPE, HOOKS	50.72	REP. & MAINT. - PLANT	601.601.221		Chytka		726 00317
	LUMBER	103.98	ROAD MATERIALS	101.123.239		Gobel		726 00078
	LUMBER	12.98	ROAD MATERIALS	101.123.239		Gobel		726 00177
	LUMBER	10.83	ROAD MATERIALS	101.123.239		Gobel		726 00206
	UTILITY KNIFE & BLADES	40.91	SMALL TOOLS & HARDWARE	101.123.247		Gobel		726 00395
	MEDICAL GRADE MASKS	72.06	MEDICAL & SAFETY SUPPLIE	101.123.243		Goeden		726 00118
	POOL GRATE	13.99	REP. & MAINT. - BUILDING	203.203.223		Groves		726 00080
	AIR MOVER	114.99	REP. & MAINT. - BUILDING	203.203.223		Groves		726 00107
	BUILDING SUPPLIES	82.99	REP. & MAINT. - BUILDING	202.202.223		Groves		726 00463
	BUILDING SUPPLIES	9.56	REP. & MAINT. - BUILDING	202.202.223		Groves		726 00500
	BUILDING MAINTENANCE	15.17	REP. & MAINT. - BUILDING	202.202.223		Groves		726 00508
	JANITORIAL SUPPLIES	24.12	JANITORIAL SUPPLIES	611.611.236		Hanson		726 00386
	BATTERIES, 48" MARKERS	115.07	REP. & MAINT. - PLANT	611.611.221		Hanson		726 00387
	SHELTER REPAIRS	37.98	REP. & MAINT. - BUILDING	201.201.223		Knutson		726 00473
	BATTERY CHARGER	47.00	SMALL TOOLS & HARDWARE	637.637.247		Kulhavy		726 00108
	TRASH CANS	40.93	REP. & MAINT. - TRAIL	204.204.223		Lehman		726 00255
	SUPPLIES	17.92	REP. & MAINT. - BUILDING	101.114.223		Mastalir		726 00039
	OIL, FILTER	45.46	REP. & MAINT. - BUILDING	101.125.223		Mastalir		726 00066
	JANITORIAL SUPPLIES	20.94	JANITORIAL SUPPLIES	101.125.236		Mastalir		726 00135
	LIGHT BULB	15.98	REP. & MAINT. - BUILDING	101.125.223		Mastalir		726 00136
	FLUX	20.34	REP. & MAINT. - BUILDING	101.125.223		Mastalir		726 00221
	SUPPLIES	38.41	REP. & MAINT. - BUILDING	101.125.223		Mastalir		726 00294
	VINEGAR	4.18	JANITORIAL SUPPLIES	101.125.236		Mastalir		726 00342
	POST	1.59	REP. & MAINT. - BUILDING	101.142.223		Mastalir		726 00343
	TOOL KIT, SHIPLAP	72.41	REP. & MAINT. - BUILDING	101.125.223		Mastalir		726 00403
	PLUMBING	31.67	REP. & MAINT. - PLANT	611.611.221		McClennen		726 00303
	JANITORIAL SUPPLIES	19.96	JANITORIAL SUPPLIES	601.601.236		Miles		726 00511
	CART FILTER RETURN	14.99CR	OFFICE SUPPLIES	101.105.232		Morrow		726 00174
	STICKY TRAPS	8.58	OFFICE SUPPLIES	208.208.232		Morrow		726 00216
	EMT CONDUIT,DRILL BIT	48.45	OFFICE SUPPLIES	101.105.232		Morrow		726 00261
	HDMI CABLES-CABLE TIES	24.45	OFFICE SUPPLIES	101.105.232		Morrow		726 00300
	GOLF SHED REPAIRS	78.99	BUILDING & STRUCTURES	641.641.320		Pavel		726 00037
	GOLF SHED REPAIRS	121.86	BUILDING & STRUCTURES	641.641.320		Pavel		726 00047
	GOLF SHED REPAIRS	285.49	BUILDING & STRUCTURES	641.641.320		Pavel		726 00079
	GOLF SHED REPAIRS	127.45	BUILDING & STRUCTURES	641.641.320		Pavel		726 00184
	SHOP SUPPLIES	35.94	REP. & MAINT. - BUILDING	201.201.223		Pavel		726 00254
	GOLF SHED REPAIRS	51.36	BUILDING & STRUCTURES	641.641.320		Pavel		726 00257
	GOLF SHED REPAIRS	1,395.83	BUILDING & STRUCTURES	641.641.320		Pavel		726 00315
	GOLF SHED REPAIRS	322.80	BUILDING & STRUCTURES	641.641.320		Pavel		726 00326
	GOLF SHED REPAIRS	99.95	BUILDING & STRUCTURES	641.641.320		Pavel		726 00330
	BOCCE BALL REPAIRS	15.04	REP. & MAINT. - BUILDING	201.201.223		Pavel		726 00352

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
MENARDS YANKTON SD								
	PATIO BLOCK	3.56	REP. & MAINT. - PLANT	601.601.221		Peterson		726 00176
	JANITORIAL SUPPLIES	101.47	JANITORIAL SUPPLIES	601.601.236		Peterson		726 00227
	MAP GAS TANK	22.98	REP. & MAINT. - PLANT	601.601.221		Peterson		726 00443
	THERMOCOUPLE, RISER	12.47	REP. & MAINT. - PLANT	601.601.221		Peterson		726 00469
	TOTE	8.99	JANITORIAL SUPPLIES	101.127.236		Roinstad		726 00394
	SCREEN, ADHESIVE	77.90	REP. & MAINT. - BUILDING	601.601.223		Rothermel		726 00036
	TAPE	31.66	REP. & MAINT. - PLANT	601.601.221		Rothermel		726 00048
	PVC FITTINGS	20.96	REP. & MAINT. - PLANT	601.601.221		Rothermel		726 00193
	VALVE, CLEANOUT	74.94	REP. & MAINT. - PLANT	601.601.221		Rothermel		726 00199
	ELBOW	0.89	REP. & MAINT. - PLANT	601.601.221		Rothermel		726 00438
	PLUMBING FITTINGS	87.29	REP. & MAINT. - PLANT	601.601.221		Rothermel		726 00475
	THE LAWN REPAIRS	28.46	REP. & MAINT. - BUILDING	201.201.223		Steinberg		726 00139
	GOLF SHED REPAIRS	270.00	BUILDING & STRUCTURES	641.641.320		Thompson		726 00022
	GOLF SHED REPAIRS	67.45	BUILDING & STRUCTURES	641.641.320		Thompson		726 00023
	GOLF SHED REPAIRS	219.67	BUILDING & STRUCTURES	641.641.320		Thompson		726 00054
	GOLF SHED REPAIRS	18.78	BUILDING & STRUCTURES	641.641.320		Thompson		726 00081
	GOLF SHED REPAIRS	9.39	BUILDING & STRUCTURES	641.641.320		Thompson		726 00084
	GOLF SHED REPAIRS	115.92	BUILDING & STRUCTURES	641.641.320		Thompson		726 00153
	GOLF SHED REPAIRS	1,449.45	BUILDING & STRUCTURES	641.641.320		Thompson		726 00164
	GOLF SHED REPAIRS	120.00	BUILDING & STRUCTURES	641.641.320		Thompson		726 00165
	FAUCET	69.99	BUILDING REPAIR & MAINT.	637.637.223		Ulmer		726 00049
	SAFETY MASKS	75.27	MEDICAL & SAFETY SUPPLIE	101.123.243		Ulmer		726 00109
	MAILBOX POST	69.56	ROAD MATERIALS	101.123.239		Ulmer		726 00117
		6,781.19	*VENDOR TOTAL					
MERIDIAN EYE CARE								
	EYE EXAM	50.00	PROFESSIONAL SERVICES	101.111.202		Bailey		726 00231
MIDAMERICA BOOKS								
	BOOKS	868.10	BOOKS	101.142.340		Yankton Librar		726 00268
	POSTAGE	86.81	POSTAGE	101.142.231		Yankton Librar		726 00269
		954.91	*VENDOR TOTAL					
MIDWEST LABORATORIES I								
	HEM TESTING	841.55	PROFESSIONAL SERVICES	611.611.202		Hanson		726 00360
	HEM TESTING KITS	1,225.73	PROFESSIONAL SERVICES	611.611.202		Hanson		726 00459
		2,067.28	*VENDOR TOTAL					
NAPA AUTO PARTS								
	GEAR OIL	99.54	REP. & MAINT. - PLANT	601.601.221		Bush		726 00083
	GEAR OIL	25.76	REP. & MAINT. - PLANT	601.601.221		Bush		726 00087
	OIL FILTERS	32.42	REP. & MAINT. - EQUIPMEN	201.201.221		Jensen		726 00223
	SHOP SUPPLIES	120.01	REP. & MAINT. - BUILDING	201.201.223		Jensen		726 00301
	GEAR OIL	25.76	REP. & MAINT. - EQUIPMEN	201.201.221		Jensen		726 00366
	WASHER FLUID	25.86	REP. & MAINT. -VEHICLES	201.201.222		Jensen		726 00382
	SHOP SUPPLIES	66.63	REP. & MAINT. - BUILDING	201.201.223		Jensen		726 00470
	PARTS	2.58	GARAGE PARTS	801.801.249		Kulhavy		726 00130
		398.56	*VENDOR TOTAL					

Credit Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
NATIONAL ASSOCIATION O	SRO CONFERENCE	50.00	LEARNING	101.111.264		Yankton Police		726 00086
NORTHTOWN AUTOMOTIVE	TANK, CAP	45.59	GARAGE PARTS	801.801.249		Kulhavy		726 00349
OCONNOR COMPANY	BLOWER	447.67	REP. & MAINT. - PLANT	611.611.221		Hanson		726 00359
OLSONS PEST TECHNICIAN	PEST CONTROL	185.00	PROFESSIONAL SERVICES	202.202.202		McHenry		726 00142
	PEST CONTROL	93.00	PROFESSIONAL SERVICES	101.142.202		Schmidt		726 00355
		278.00	*VENDOR TOTAL					
OREILLY 3232	BRAKE ROTOR AND DISC PAD	357.19	GARAGE PARTS	801.801.249		Kulhavy		726 00091
	RADIATOR	276.94	GARAGE PARTS	801.801.249		Kulhavy		726 00225
	COOLANT HOSE	45.81	GARAGE PARTS	801.801.249		Kulhavy		726 00236
	GREASE	20.97	GARAGE PARTS	801.801.249		Kulhavy		726 00252
	IGNITION COIL	367.80	GARAGE PARTS	801.801.249		Kulhavy		726 00491
		1,068.71	*VENDOR TOTAL					
OVERDRIVE DIST	E-BOOKS	417.14	E-BOOKS	101.142.209		Schmidt		726 00241
	E-BOOKS	1,314.81	E-BOOKS	101.142.209		Schmidt		726 00324
		1,731.95	*VENDOR TOTAL					
OVERHEAD DOOR OF SIOUX	SHOP DOOR REPAIRS	187.50	REP. & MAINT. - BUILDING	201.201.223		McHenry		726 00222
PAYPAL ADVANCEDPOL	LEADERSHIP TRAINING	279.00	LEARNING	101.111.264		Rothenberger		726 00106
	LEADERSHIP TRAINING	279.00	LEARNING	101.111.264		Rothenberger		726 00161
		558.00	*VENDOR TOTAL					
PAYPAL CONTINENTAL	UPS BATTERIES	51.71	OFFICE SUPPLIES	101.111.232		Peters		726 00393
PAYPAL EBAY US	TOWER POLYPHASER	108.00	REP. & MAINT. - PLANT	601.601.221		Johnson		726 00026
	OFFICE SUPPLIES	19.95	OFFICE SUPPLIES	208.208.232		Peters		726 00101
	TONER	125.00	OFFICE SUPPLIES	101.123.232		Peters		726 00203
		252.95	*VENDOR TOTAL					
PAYPAL JMPEXCELSIO	CHALKLINER	410.00	ROAD MATERIALS	101.123.239		Gobel		726 00114
PAYPAL LITTLEREDSH	PROGRAM SUPPLIES	39.08	RECREATION SUPPLIES	701.701.242		Schmidt		726 00159

Credit Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
PERKINS RESTAURANT 265	PROGRAM SUPPLIES	25.49	PROFESSIONAL SERVICES	701.701.202		Schmidt		726 00336
	PROGRAM SUPPLIES	111.65	RECREATION SUPPLIES	701.701.242		Yankton Librar		726 00014
		137.14	*VENDOR TOTAL					
PFS HEALTHWORKS	CDL TESTING	35.18	PROFESSIONAL SERVICES	201.201.202		Bailey		726 00070
	CDL TESTING	35.18	PROFESSIONAL SERVICES	101.123.202		Bailey		726 00071
	CDL TESTING	208.04	PROFESSIONAL SERVICES	101.123.202		Bailey		726 00220
	CDL TESTING	70.36	PROFESSIONAL SERVICES	201.201.202		Bailey		726 00341
		348.76	*VENDOR TOTAL					
PITNEY BOWES	POSTAGE	207.00	POSTAGE	101.142.231		Schmidt		726 00019
PRECISION LOCKER COMPA	PHONE EVIDENCE LOCKERS	1,662.40	EQUIPMENT	101.111.350		Foote		726 00134
PREMIER BIOTECH INC	TEST KITS	239.96	SPECIAL ACCOUNT - DETECT	101.111.266		O'Farrell		726 00024
PROWINCH LLC	WIRE ROPE HOIST	999.31	REP. & MAINT. - BUILDING	202.202.223		Kirchner		726 00292
RIVERSIDE HYDRAULICS I	HOSE, HYDRAULIC END	58.60	GARAGE PARTS	801.801.249		Kulhavy		726 00272
	SNOW PLOW CYLINDER	207.36	GARAGE PARTS	801.801.249		Kulhavy		726 00503
	WIRE, HYDRAULIC ENDS	56.82	GARAGE PARTS	801.801.249		Potts		726 00173
	HOSES, HYDRAULIC ENDS	92.67	GARAGE PARTS	801.801.249		Ulmer		726 00009
		415.45	*VENDOR TOTAL					
ROBERTSHARP	WEB HOSTING	702.00	PROFESSIONAL SERVICES	202.202.202		Johnson		726 00034
SCOOTERS COFFEE #150	GET UP AND PLAY MONTH	20.00	RECREATION SUPPLIES	203.203.242		Wattier		726 00332
SD SECRETARY OF STATE	FOUNDATION ANNUAL FEE	10.00	RECREATION SUPPLIES	701.701.242		Schmidt		726 00277
SHERWIN WILLIAMS 70301	ROAD PAINT	60.79	ROAD MATERIALS	101.123.239		Gobel		726 00228
	PAINT	27.03	REP. & MAINT. - BUILDING	101.125.223		Mastalir		726 00478
		87.82	*VENDOR TOTAL					
SOCIETYFORHUMANRESOURC	MEMBERSHIP DUES	244.00	MEMBERSHIP DUES	101.107.261		Bailey		726 00406
	MEMBERSHIP DUES	244.00	MEMBERSHIP DUES	101.107.261		Orr		726 00397
		488.00	*VENDOR TOTAL					

Credit Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
SOUTH DAKOTA BUILDING	BUILDING OFFICIALS ICC	170.00	CONFERENCE & MEETINGS	101.106.265		Homstad		726 00235
SOUTH DAKOTA STATE HIS	PROFESSIONAL SERVICES	10.00	PROFESSIONAL SERVICES	101.142.202		Schmidt		726 00410
SP PAINT SPRAYERS ULMT	ROAD PAINT AND SUPPLIES	369.84	ROAD MATERIALS	101.123.239		Gobel		726 00513
SP THE CUP STORE	SUMMER BRIDGE CUPS	160.00	SPECIAL EVENTS - ACTIVIT	211.231.575		McHenry		726 00085
	SUMMER BRIDGE CUPS	2,310.87	SPECIAL EVENTS - ACTIVIT	211.231.575		McHenry		726 00143
		2,470.87	*VENDOR TOTAL					
SP WAVEBAND COMMUNIC	SRT RADIO HEAD SET	319.98	EQUIPMENT	101.111.350		Rothenberger		726 00262
SQ BOSTON SHOES TO BO	GET UP AND PLAY MONTH	50.00	RECREATION SUPPLIES	203.203.242		Wattier		726 00372
SQ NATIONAL TACTICAL	RESCUE TASK FORCE CLASS	1,586.00	LEARNING	101.114.264		Linke		726 00096
	NTOA TRAINING	793.00	LEARNING	101.111.264		Rothenberger		726 00124
	RESCUE TASK FORCE CLASS	793.00	LEARNING	101.111.264		Rothenberger		726 00138
		3,172.00	*VENDOR TOTAL					
STURDEVANTS-YANKTON #1	SNOWBLOWER OIL	32.97	REP. & MAINT. - EQUIPMEN	201.201.221		Jensen		726 00510
SUBWAY 11102	GET UP AND PLAY MONTH	20.00	RECREATION SUPPLIES	203.203.242		Wattier		726 00365
TFS THERMOASHEVILLE	COLIFORM INCUBATOR MAINT	328.23	REP. & MAINT. - PLANT	611.611.221		Hanson		726 00100
THE LIFEGUARD STORE, I	UNIFORMS	170.89	UNIFORMS & DRY GOODS	202.202.244		Wattier		726 00274
THE UPS STORE 6716	TOTAL STATION POSTAGE	240.52	POSTAGE	101.122.231		Haberman		726 00311
	SHIPPING	577.34	POSTAGE	611.611.231		Hoilien		726 00149
	SHIPPING	210.40	POSTAGE	611.611.231		Hoilien		726 00192
	BRIDGE CENTENNIAL MAILER	4,712.40	SPECIAL EVENTS - ACTIVIT	211.231.575		McHenry		726 00489
	POSTAGE	14.73	POSTAGE	101.111.231		Rothenberger		726 00204
	SHIPPING	179.34	REP. & MAINT. - EQUIPMEN	101.126.221		Ryken		726 00158
	CENTENNIAL FLIERS	105.00	SPECIAL EVENTS - ACTIVIT	211.231.575		Wattier		726 00318
	CENTENNIAL BRIDGE	220.00	SPECIAL EVENTS - ACTIVIT	211.231.575		Youmans		726 00414
		6,259.73	*VENDOR TOTAL					

Credit Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
TITAN MACHINERY - SIOU	GARAGE PARTS	256.65	GARAGE PARTS	801.801.249		Goeden		726 00402
TITAN MACHINERY-YANKTO	BOBCAT REPAIRS	264.76	REP. & MAINT. - EQUIPMEN	201.201.221		Jensen		726 00337
	BATTERY	458.40	GARAGE PARTS	801.801.249		Kulhavy		726 00517
	HARDWARE	6.42	SMALL TOOLS & HARDWARE	204.204.247		McHenry		726 00351
	BOOT FOR SKID LOADER	58.14	REP. & MAINT. - DISTRIBU	601.601.226		Tramp		726 00077
	SKID LOADER REPAIR	913.55	REP. & MAINT. - DISTRIBU	601.601.226		Tramp		726 00514
		1,701.27	*VENDOR TOTAL					
TMA YANKTON	EQUIPMENT REPAIRS	12.00	REP. & MAINT. - EQUIPMEN	201.201.221		Jensen		726 00097
	KUBOTA REPAIRS	128.50	REP. & MAINT. - EQUIPMEN	204.204.221		Jensen		726 00416
	TUBING	14.00	GARAGE PARTS	801.801.249		Kulhavy		726 00239
	O-RINGS	68.00	GARAGE PARTS	801.801.249		Kulhavy		726 00258
		222.50	*VENDOR TOTAL					
TRACTOR-SUPPLY-CO #026	DOG FOOD FOR CORONA	88.99	K-9 UNIT MEDICAL CARE	101.111.246		Wilson		726 00127
TRK HOSTING	WEB HOSTING	7.95	INTERNET ACCESS	101.105.270		Johnson		726 00291
TRUCK TRAILER SALES &	FUEL FILTER, CORD	315.75	GARAGE PARTS	801.801.249		Kulhavy		726 00028
	WATER PUMP, MUD FLAPS	439.25	GARAGE PARTS	801.801.249		Kulhavy		726 00031
	BRAKE CANISTER	106.50	GARAGE PARTS	801.801.249		Kulhavy		726 00053
	FUEL FILTER	129.75	GARAGE PARTS	801.801.249		Kulhavy		726 00062
	HOSE	20.84	GARAGE PARTS	801.801.249		Kulhavy		726 00076
	MIRROR	75.29	GARAGE PARTS	801.801.249		Kulhavy		726 00082
	BRAKE	382.18	GARAGE PARTS	801.801.249		Kulhavy		726 00126
	FILTERS	96.00	GARAGE PARTS	801.801.249		Kulhavy		726 00128
	BATTERY COVER	302.25	GARAGE PARTS	801.801.249		Kulhavy		726 00151
	SCREEN	82.52	GARAGE PARTS	801.801.249		Kulhavy		726 00187
	FUEL FILTERS	278.84	GARAGE PARTS	801.801.249		Kulhavy		726 00205
	CABIN FILTER	49.02	GARAGE PARTS	801.801.249		Kulhavy		726 00215
	FILTER	51.05	GARAGE PARTS	801.801.249		Kulhavy		726 00278
	FILTERS	219.50	GARAGE PARTS	801.801.249		Kulhavy		726 00290
	BOOT, SOCKET, CABIN FILTER	227.17	GARAGE PARTS	801.801.249		Kulhavy		726 00331
	WHEEL NUT, WHEEL STUD	11.49	GARAGE PARTS	801.801.249		Kulhavy		726 00385
	FILTER, PUMP	214.00	GARAGE PARTS	801.801.249		Kulhavy		726 00391
	SUPPORT AND HINGE	299.52	GARAGE PARTS	801.801.249		Kulhavy		726 00493
	BRUSH AND HINGE	222.63	GARAGE PARTS	801.801.249		Ulmer		726 00446
		3,523.55	*VENDOR TOTAL					
USABLUBOOK	LAB SETTLEOMETER	422.71	MEDICAL, SAFETY, & LAB. S	611.611.243		Hoilien		726 00271
	SUCTION HOSE AND ADAPTER	1,339.90	REP. & MAINT. - DISTRIBU	601.601.226		Robinson		726 00095
	4" HOSE FITTINGS	850.00	REP. & MAINT. - DISTRIBU	601.601.226		Robinson		726 00497
		2,612.61	*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	CERTIFIED MAIL	9.41	POSTAGE	101.106.231		Homstad		726 00013
	POSTAGE	19.75	POSTAGE	101.111.231		O'Farrell		726 00040
	POSTAGE	19.75	POSTAGE	101.111.231		O'Farrell		726 00515
	POSTAGE	40.90	POSTAGE	101.111.231		Osborne		726 00186
		89.81	*VENDOR TOTAL					
VCN YANKTONRODCTR	DEED RECORDING	32.50	PUBLISHING	101.106.211		Bies		726 00029
VIDDLER INC	VIDEO HOSTING	41.49	PROFESSIONAL SERVICES	101.101.202		Johnson		726 00260
VISTAPRINT	BUSINESS CARDS	19.19	OFFICE SUPPLIES	101.111.232		Johnson		726 00518
	BUSINESS CARDS	48.37	OFFICE SUPPLIES	101.104.232		Johnson		726 00519
		67.56	*VENDOR TOTAL					
VITALITY MEDMED STORE	SHARP CONTAINERS	1,160.95	OPERATING SUPPLIES & MAT	637.637.240		Potts		726 00202
VWR INTERNATIONAL INC	LAB SUPPLIES	394.23	MEDICAL,SAFETY, & LAB. S	611.611.243		Hoilien		726 00103
	ORP STANDARD	34.98	MEDICAL,SAFETY, & LAB. S	611.611.243		Hoilien		726 00348
	SULFURIC ACID	249.51	MEDICAL,SAFETY, & LAB. S	611.611.243		Hoilien		726 00388
	LAB FILTRATION	527.50	MEDICAL,SAFETY, & LAB. S	611.611.243		Hoilien		726 00441
	LAB STANDARDS	227.17	MEDICAL,SAFETY, & LAB. S	611.611.243		Hoilien		726 00442
	PH BUFFER	71.99	MEDICAL,SAFETY, & LAB. S	611.611.243		Hoilien		726 00476
	PH BUFFER	68.04	MEDICAL,SAFETY, & LAB. S	611.611.243		Hoilien		726 00480
		1,573.42	*VENDOR TOTAL					
VZWRLLS MY VZ VB P	INTERNET ACCESS	80.02	TELEPHONE	101.114.271		Johnson		726 00016
	INTERNET ACCESS	1,067.30	INTERNET ACCESS	101.105.270		Johnson		726 00027
	INTERNET ACCESS	57.92	INTERNET ACCESS	101.105.270		Johnson		726 00042
	INTERNET ACCESS	80.02	INTERNET ACCESS	101.105.270		Johnson		726 00043
		1,285.26	*VENDOR TOTAL					
WAL-MART #1483	OFFICE SUPPLIES	34.07	OFFICE SUPPLIES	637.637.232		Goeden		726 00422
	MASKING TAPE	6.16	OFFICE SUPPLIES	101.111.232		Hansen		726 00335
	AIR FRESHENER	21.94	JANITORIAL SUPPLIES	601.601.236		Rothermel		726 00123
	COMPUTER MOUSE	18.88	OFFICE SUPPLIES	601.601.232		Rothermel		726 00509
	GATORADE	109.28	MISCELLANEOUS CONCESSION	203.203.728		Wattier		726 00155
	SWIM LESSONS	71.66	RECREATION SUPPLIES	203.203.242		Wattier		726 00156
	FRUIT FRIDAYS	24.37	RECREATION SUPPLIES	203.203.242		Wattier		726 00209
	GATORADE	33.20	MISCELLANEOUS CONCESSION	203.203.728		Wattier		726 00398
	CLEANING SUPPLIES	19.94	JANITORIAL SUPPLIES	203.203.236		Wattier		726 00399
	FRUIT	17.62	RECREATION SUPPLIES	203.203.242		Wattier		726 00400
		357.12	*VENDOR TOTAL					

Credit Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
WALGREENS #9806	BATTERIES	23.99	REP. & MAINT. - PLANT	611.611.221		Ballard		726 00325
	PROGRAM SUPPLIES	33.16	PROGRAM SUPPLIES	101.142.242		Yankton Librar		726 00147
	PROGRAM SUPPLIES	20.00	RECREATION SUPPLIES	701.701.242		Yankton Librar		726 00148
		77.15	*VENDOR TOTAL					
WALMART.COM	OFFICE SUPPLIES	38.17	OFFICE SUPPLIES	101.107.232		Bailey		726 00259
WASP BARCODE TECHNOLOG	EVIDENCE LABELS	110.91	SPECIAL ACCOUNT - DETECT	101.111.266		O'Farrell		726 00116
WM SUPERCENTER #1483	PERMANENT MARKERS	20.44	OFFICE SUPPLIES	801.801.232		Goeden		726 00302
	FITNESS CLASS SUPPLIES	111.21	RECREATION SUPPLIES	203.203.242		Groves		726 00484
	OFFICE SUPPLIES	94.44	OFFICE SUPPLIES	208.208.232		Hussein		726 00383
	NOTE BOOK, TISSUES	23.54	OFFICE SUPPLIES	101.106.232		Kuenzli		726 00495
	OFFICE SUPPLIES	115.58	OFFICE SUPPLIES	201.201.232		McHenry		726 00067
	FRUIT	20.97	RECREATION SUPPLIES	203.203.242		McHenry		726 00068
	PACKAGE TAPE	26.56	SPECIAL ACCOUNT - DETECT	101.111.266		Rothenberger		726 00411
	HARDBOARD, CLIPS	41.80	OFFICE SUPPLIES	601.601.232		Rothermel		726 00061
	COMPUTER MOUSE	14.88	OFFICE SUPPLIES	601.601.232		Rothermel		726 00440
	JANITORIAL SUPPLIES	23.96	JANITORIAL SUPPLIES	101.142.236		Schmidt		726 00074
	PROGRAM SUPPLIES	25.15	RECREATION SUPPLIES	701.701.242		Schmidt		726 00075
	PROGRAM SUPPLIES	3.92	PROGRAM SUPPLIES	101.142.242		Schmidt		726 00319
	ADULT CRAFT SUPPLIES	4.90	RECREATION SUPPLIES	701.701.242		Schmidt		726 00320
	FRUIT FRIDAY	66.40	RECREATION SUPPLIES	203.203.242		Wattier		726 00299
		593.75	*VENDOR TOTAL					
WRISTBAND.COM	CAMPAIGN BRACELETS	465.00	PUBLIC EDUCATION EXPENDI	101.111.251		Foote		726 00375
WWW.APWA.NET	MEMBERSHIP DUES	238.00	MEMBERSHIP DUES	101.122.261		Haberman		726 00030
WWW.SPLASHTOP.COM	SOFTWARE REFUND	880.40CR	SUBSCRIPTIONS & PUBLICAT	101.105.235		Johnson		726 00207
	SOFTWARE	829.00	SUBSCRIPTIONS & PUBLICAT	101.105.235		Johnson		726 00214
		51.40CR	*VENDOR TOTAL					
YANKTON AOX	PROPANE	170.14	CHEMICALS & GASES	801.801.240		Potts		726 00282
	COMPRESSED OXYGEN	50.47	CHEMICALS & GASES	101.123.240		Ulmer		726 00090
		220.61	*VENDOR TOTAL					
YANKTON JANITORIAL	JANITORIAL SUPPLIES	147.60	JANITORIAL SUPPLIES	101.125.236		Mastalir		726 00119
	PAPER TOWELS, CAN LINERS	279.10	JANITORIAL SUPPLIES	101.125.236		Mastalir		726 00185
	JANITORIAL SUPPLIES	178.95	JANITORIAL SUPPLIES	101.125.236		Mastalir		726 00296
		605.65	*VENDOR TOTAL					

Credit Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
YANKTON MEDIA INC	ONLINE SUBSCRIPTION	8.99	SUBSCRIPTIONS & PUBLICAT	203.203.235		McHenry		726 00226
YANKTON MEDICAL CLINIC	FIREFIGHTER EXAMINATIONS	2,690.00	PROFESSIONAL SERV.-VOLUN	101.114.202		Bailey		726 00501
	EMPLOYEE EXAMS	38.00	PROFESSIONAL SERVICES	201.201.202		Bailey		726 00504
	EMPLOYEE EXAMS	60.00	PROFESSIONAL SERVICES	101.107.202		Bailey		726 00505
	EMPLOYEE EXAMS	161.00	PROFESSIONAL SERVICES	101.111.202		Bailey		726 00506
	EMPLOYEE EXAMS	60.00	PROFESSIONAL SERVICES	101.142.202		Bailey		726 00507
		3,009.00	*VENDOR TOTAL					
YANKTON RADIO GROUP	BRIDGE ADVERTISING	887.11	SPECIAL EVENTS - ACTIVIT	211.231.575		McHenry		726 00481
	ADVERTISING	198.00	ADVERTISING	203.203.211		McHenry		726 00482
		1,085.11	*VENDOR TOTAL					
YANKTON THRIVE	PROGRAM SUPPLIES	100.00	RECREATION SUPPLIES	701.701.242		Schmidt		726 00098
YANKTON WINNELSON CO	PLUMBING	9.27	REP. & MAINT. - PLANT	611.611.221		McClennen		726 00322
	PLUMBING	9.19	REP. & MAINT. - PLANT	611.611.221		McClennen		726 00327
	SUMP PUMP, CHECK VALVE	284.10	REP. & MAINT. - PLANT	601.601.221		Peterson		726 00150
	WATER HEATER RS BASEBALL	765.00	REP. & MAINT. - BUILDING	201.201.223		Thompson		726 00145
		1,067.56	*VENDOR TOTAL					
YANKTONMEDIAINC	CLASSIFIED AD	263.50	PUBLISHING	101.104.211		Bailey		726 00344
ZOOBEAN, INC.	PROFESSIONAL SERVICES	834.75	PROFESSIONAL SERVICES	101.142.202		Schmidt		726 00111
1 OFFICE SOLUTION	CREDIT	697.90CR	OFFICE SUPPLIES	611.611.232		Hanson		726 00465
	FILE FOLDERS	13.85	SPECIAL ACCOUNT - DETECT	101.111.266		Rothenberger		726 00401
		684.05CR	*VENDOR TOTAL					
2201 - SPRINKLERWHSE	IRRIGATION SUPPLIES	882.00	AGRICULTURAL SUPPLIES	201.201.241		Kirchner		726 00464
818 AUTO VALUE - YANKT	EQUIPMENT REPAIRS	53.69	REP. & MAINT. - EQUIPMEN	201.201.221		Jensen		726 00064
	FUEL FILTER	25.07	REP. & MAINT. - EQUIPMEN	201.201.221		Jensen		726 00065
	WINDSHIELD WIPER	9.99	REP. & MAINT. -VEHICLES	201.201.222		Jensen		726 00125
	TRUCK REPAIRS	31.13	REP. & MAINT. -VEHICLES	201.201.222		Jensen		726 00276
	EQUIPMENT REPAIRS	31.13	REP. & MAINT. - EQUIPMEN	201.201.221		Jensen		726 00329
	SHOP SUPPLIES	4.99	REP. & MAINT. - BUILDING	201.201.223		Jensen		726 00340
	TAIL LIGHT REPAIR	50.97	REP. & MAINT. -VEHICLES	201.201.222		Jensen		726 00479
	FILTERS	105.67	GARAGE PARTS	801.801.249		Kulhavy		726 00102
	BRASS FITTING	1.69	GARAGE PARTS	801.801.249		Kulhavy		726 00115

Credit Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
818 AUTO VALUE - YANKT								
	CABIN AIR FILTER	13.19	GARAGE PARTS	801.801.249		Potts		726 00008
	FILTERS	565.02	GARAGE PARTS	801.801.249		Potts		726 00011
	FILTERS	30.46	GARAGE PARTS	801.801.249		Potts		726 00233
	FILTERS	619.10	GARAGE PARTS	801.801.249		Potts		726 00244
	FILTERS	64.67	GARAGE PARTS	801.801.249		Potts		726 00245
	CABIN AIR FILTER	13.19	GARAGE PARTS	801.801.249		Potts		726 00350
	FILTERS	547.82	GARAGE PARTS	801.801.249		Potts		726 00370
	ANTIFREEZE	30.87	GARAGE PARTS	801.801.249		Potts		726 00376
		2,198.65	*VENDOR TOTAL					

Credit Card Schedule of Bills

VENDOR NAME								
DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID LINE
REPORT TOTALS:	99,908.08							

RECORDS PRINTED - 000511

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
101	GENERAL FUND	39,644.88
201	PARKS AND RECREATION	7,941.86
202	HUETHER FAMILY AQUATICS CTR	2,691.82
203	SUMMIT ACTIVITY CENTER	2,581.62
204	MARNE CREEK	1,591.93
206	CEMETERY	407.34
208	911/DISPATCH	122.97
211	LODGING SALES TAX	8,395.38
503	PARK CAPITAL	102.50
601	WATER OPERATION	6,787.86
611	WASTE WATER OPERATION	9,440.38
637	JOINT POWER	1,408.98
641	GOLF COURSE	5,012.67
701	LIBRARY TRUST	1,077.39
801	CENTRAL GARAGE	12,700.50
TOTAL ALL FUNDS		99,908.08

BANK RECAP:

BANK	NAME	DISBURSEMENTS
1DAK	FIRST DAKOTA NAT'L BANK CORP	99,908.08
TOTAL ALL BANKS		99,908.08

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

DATE APPROVED BY

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OFFICE OF THE CITY MANAGER

www.cityofyankton.org

VOL. 59 NUMBER 5

Commission Information Memorandum

The Yankton City Commission meeting on Monday, March 11, 2024 will begin at 7:00 pm.

Non-Agenda Items of Interest

1) Finance Department Update

The four candidates running for the three open commission seats in the April 9, 2024 municipal election will be on the ballot in the following order: Bridget Benson, Craig Sommer, Michael Villanueva, and David Carda. March 25 is the deadline for voter registration in order to participate in this year's municipal election. The two vote centers for Election Day (April 9) 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.

Absentee voting will be available from Monday, March 25 through Friday, April 8 from 8:00 AM to 5:00 PM at the City Hall gym.

A mail-in absentee ballot may be requested by submitting a South Dakota Absentee Ballot Application Form with a copy of an acceptable ID such as a driver's license. Please download this application at sdsos.gov/elections-voting/voting/absentee-voting.aspx or stop outside the Finance Office to pick up the application.

2) Parks & Recreation Department Update

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

3) Human Resources & Employee Engagement Department Update

The position of Deputy Fire Chief in the Yankton Fire Department was re-opened and applications are currently being accepted.

We continue to accept applications for full time Police Officers. Interviews are ongoing and applications are still being accepted.

Interviews have begun for the Police Department intern position.

Interviews for Engineering Technician/Project Manager are complete. Owen Mersch has accepted the offer to fill this position. Owen will be graduating in May from Southeast Technical Institute with an Associates of Applied Science degree in both Civil Engineering and Land Surveying Science. A start date will be determined after his graduation.

Sam Stewart began his employment as a Sanitation Truck Operator on March 4.

Interviews for Utility Customer Service Clerk are complete. Lacey Jensen has accepted the offer to fill this position. Lacey is very knowledgeable with computers and has experience as a customer

service representative, personal banker, and a loan/credit analyst. Lacey will begin her employment on March 11 in the Finance office.

The City of Yankton March's presentation by Well 365 out of Sioux Falls will focus on "Thriving in the Workplace". The goal of this presentation is to reflect and be grateful for your career, as well as to help you grow and thrive in your current role. The presentation will be distributed to staff in the third week of March.

Select summer seasonal positions are still open. Interested applicants can visit cityofyankton.org and click the link to our employment application. If this option is not available to the applicant, they can contact the HR office at 605-668-5222 and an application can be mailed out.

March's wellness challenge is underway. The challenge for March is exercising the mind by reading. Individuals completing the challenge must get 30 minutes of reading per day for a minimum of 20 out of the 30 days in March. Employees participating in the challenge are asked to track their reading time and submit their log at the end of the month to be entered into a drawing for a prize.

The Employee Committee hosted an employee appreciation breakfast for all City employees on Wednesday, March 6. Fryn' Pan catered the meal and employees enjoyed time being with co-workers.

4) Community & Economic Development Department Update

Building Official Gregg Homstad has been named to the Lewis & Clark Home Builder's Association (HBA) 2024 Board of Directors. Gregg has been an active HBA member since he was hired in 2019. Gregg's involvement in the association provides an excellent opportunity for the City to stay in tune with the local housing and construction industry. The 2024 Lewis & Clark Home Builders Home Show is scheduled for March 9 & 10. The Home Show will be held at the NFAA Easton Archery Complex at 800 Archery Lane and will feature home improvement exhibitors and vendors from around the area. The HBA is made up of area contractors, mortgage lenders and associate members that are linked to the construction industry. The goal of the HBA is to provide opportunities for consumers to have well-built, safe and affordable housing.

5) Police Department Update

The Yankton Police Department is working with the State's judicial system to revise a risk assessment tool when dealing with domestic violence cases. This tool will help judges when setting bond conditions on domestic violence cases. We will be starting a pilot program in Yankton County using this assessment tool.

Recruiting is still on the top of the list for the Police Department. With assistance from Human Resources, we have been traveling to colleges and tech schools in an effort to boost our applicant pools.

The patrol bikes were taken to Ace Bike and Fitness for an annual servicing. If the weather stays nice, you may see these bikes out on patrol in the near future.

Chief Foote has hosted the WNAX 104.1 "Service Before Self" radio show for the past two weeks in Host Bill Holst's absence. This is something Bill has asked of Chief Foote when he is unable to host the weekly radio show. Guests have been Yankton School District Superintendent Dr. Wayne Kindle and Yankton County Emergency Manager Paul Scherschligt.

6) Fire Department Update

Chief Linke is tapping into the expertise of Gregg Homstad with Economic Development on a number of different projects. There are many elements to the building code that overlap with the fire code, and it is important for our two departments to present a consistent and unified message. Gregg is an unsung hero within the City in regard to his contribution to public safety.

In continuing with the theme of collaboration, Chief Linke is meeting with Vermillion Fire Chief Matt Callahan to discuss a number of different regional partnerships regarding community risk reduction, fire investigation, training, and technical rescue capabilities.

Volunteers have responded to several incidents over the past couple of weeks. While not an everyday occurrence, natural gas leaks pose a real and present danger to our community. We are working on upgrading equipment and response capabilities to these types of emergencies.

7) Library Update

During the month of February, the Library Foundation asked for High \$5's in honor of Library Lovers Month. The Foundation took in \$604 in donations, mostly in \$5 increments. After donating, participants could add their name to a heart on our window. It's always fun to see display of hearts growing during the month of February. Thank you to all those that donated!

We are anticipating that the survey for the feasibility study will be going out to the public in mid-March. This survey will be open to all library users and non-users, including Yankton County residents. We hope to encourage as many participants as possible so we can get an accurate read on what the community is interested in seeing in their local library.

We will be celebrating "Pi Day" on Thursday, March 14 with the Friends of the Library serving pie and coffee between 2:00 P.M. and 6:00 P.M. "Pi Day" is an annual celebration of the mathematical constant " π ". This will be a fun opportunity for the Friends to interact with library users and members of the community. Free will donations will be accepted. Come in for a piece of pie and stay for a presentation from local author, Nathan Johnson, at 6:00 P.M. He will be talking about his new book, *A Guide to Historic Yankton: Nine Routes Through the Dakota's Territorial Capital*. Books will be available to purchase at the event with all proceeds from book sales going to the Mead Museum.

8) Environmental Services Department Update

The water meter replacement project continues to move forward. Letters were sent to some of customers requiring meter replacements. As of March 5, 839 meters have been replaced. Currently 502 meters are scheduled to be replaced, and approximately 2,800 are yet to be scheduled. RMR Services will continue to send out letters as needed to notify owners if their meter needs replacement.

City staff, along with City Attorney Den Herder, continue to move forward with the negotiations to sell water to the Cedar Knox Rural Water Project. The project is part of the Lewis and Clark Natural Resource District (NRD). Staff first discussed this possibility with the City Commission back in 2016 and conversations have continued. In the last few months, conversations evolved into negotiations between NRD and City Staff. The contract makes it clear that the Cedar Knox Water Project would be responsible for all cost of connecting to the City of Yankton water system. The City would be selling treated water from the water treatment facility at a whole sale rate. That rate would increase at the same percentage equal to the increase to the City of Yankton consumption rate approved by the commission. If the City raised the consumption rate to the City of Yankton customers by 3%, the whole sale rate would also increase by 3%. Cedar Knox would be responsible for its own distribution infrastructure for water storage and water pressure. The agreement is for a

maximum of 1.75 million gallons per day and would be Cedar Knox Rural Water Project's sole source of water. City staff is comfortable that the current infrastructure has the capacity to meet this demand long term. The Lewis and Clark NRD could approve an agreement as early as March 14. The agreement would be dependent on approval of funding. We hope this can be a long-term relationship that can help both parties leverage and secure funds long into the future to provide safe and reliable drink water as efficiently as possible.

9) **Public Works Department Update**

Street department staff continue to perform winter maintenance projects on equipment and the streets. Crews are also at the Transfer Station creating new rows with the yard waste on the compost pad. Both street sweepers are out in full force.

2024 Street Reconstruction Projects

21st Street from West City Limits Road to Summit Street, and 8th Street From Burleigh Street to Ferdig Avenue: Bid openings for both of these projects will take place on March 14, 2024. There are currently 14 contractors that have requested plans on each of the projects.

Cedar Street from 2nd Street to 5th Street, and Karen Drive/Bradley St./Valley Road Water Main Replacement: The design process is ongoing for these two projects. The Engineering Department is working with the Environmental Services Department to ensure that all of the necessary utility work is included in the scope of work.

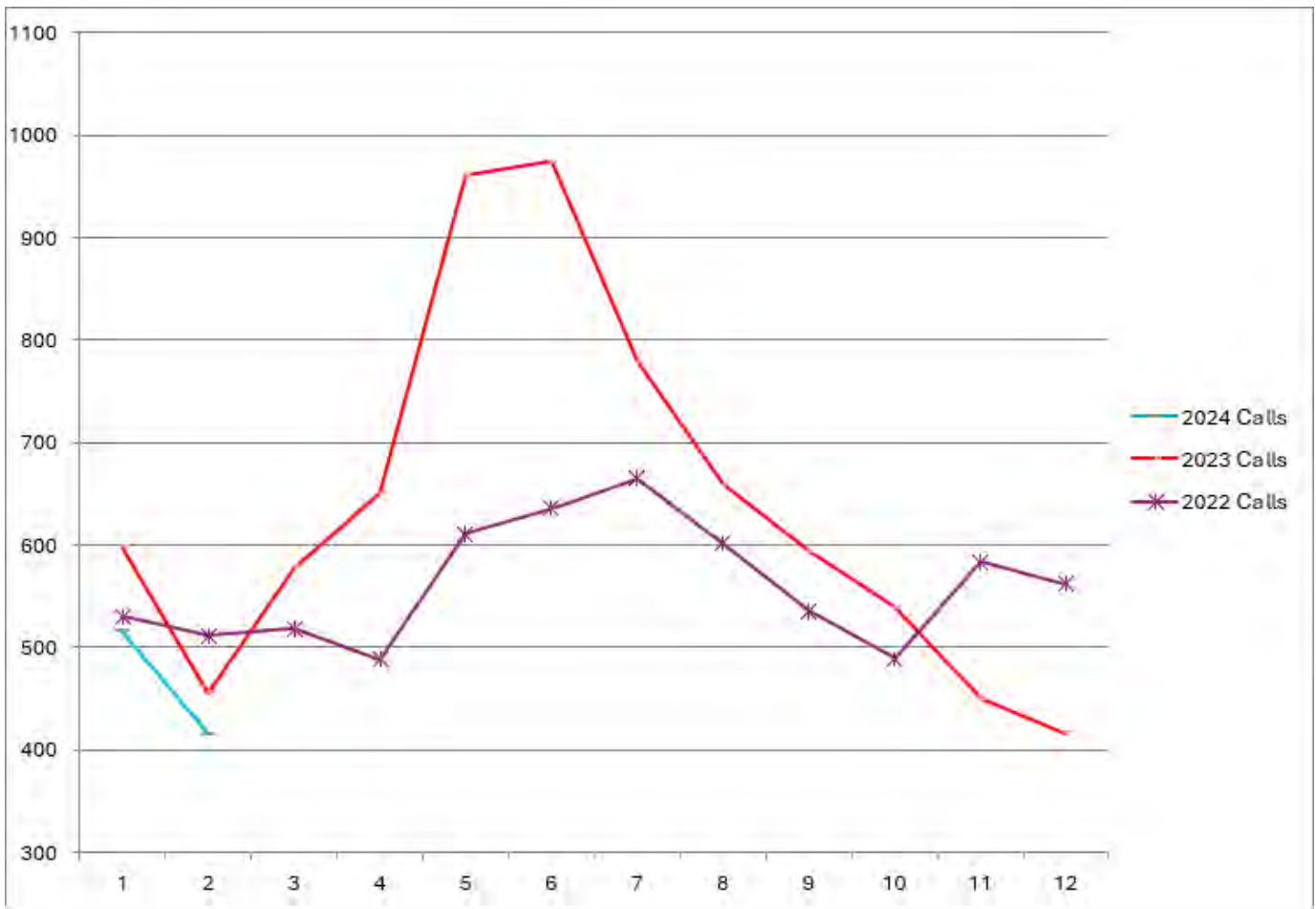
Yankton Citywide Cleanup is scheduled to begin curbside pickup April 1, 2024. Placing items curbside before March 23 is not permitted. Items placed curbside before March 23 may be removed at the property owner's expense. Residents on City solid waste collection routes may participate, at no additional cost, 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 City of Yankton collection route customers March 16 through April 13 during normal operating hours, Monday-Friday 8:00 A.M. – 3:45 P.M. and Saturday 8:00 A.M. – 11:45 A.M. Items not eligible for disposal include tires, grass clippings, leaves, recyclables, refrigerator, air conditioners, dehumidifiers, paint, chemicals or household hazardous waste, oils, and batteries. Motor oil may be taken to the transfer station and disposed of free of charge year around. Please place solid waste and recycle roll carts for regular collection at your normal collection point and away from piles. For more information on Citywide cleanup and Transfer Station hours, visit <http://www.cityofyankton.org> or call (605) 668-5211.

The Household Hazardous Waste Collection Event is scheduled for Saturday, April 27. For more information on this event, please visit <http://www.cityofyankton.org> or call (605) 668-5211.

10) **Information & Technology Services Department Update**

The vendor has agreed to replace the monitoring equipment for the radio building at their cost. The equipment has been ordered and we hope installation will be completed this spring. We will be transitioning to a new pricing plan with our cellular carrier for remote internet access. The updated 5G plan configuration will save around \$300 monthly in charges. IT is upgrading the remote virtual private network (VPN) software used for squad car connectivity. This project will be completed over the next few months.

911 calls thru the month of February are down 11.7% with 456 emergency calls being handled.



The first major phase of the City Hall electrical project was completed on March 2. After a substantial delay in securing the needed electric panels, the main distribution panels on 2nd floor were replaced. The next phase will include replacement of the last outdated panel.

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

Commission Information Memorandum

PARKS AND RECREATION DEPARTMENT

SUMMIT ACTIVITIES CENTER and RECREATION PROGRAMS

Summit Activities Center Membership Information:

	Members			Memberships
	Current	Last	Change	Current
○ Active & Fit/Renew Active/Silver Sneakers	177	175	2	177
○ Adult Annual	102	105	-3	102
○ Adult Annual plus 1	32	30	2	16
○ Adult Annual plus 2	6	6	0	2
○ Adult Annual plus 3	4	4	0	1
○ Adult Annual plus 4	5	5	0	1
○ Adult Annual plus 5	6	6	0	1
○ Adult Annual plus 6	0	0	0	0
○ Adult EFT	25	26	-1	25
○ Adult EFT plus 1	26	28	-2	13
○ Adult EFT plus 2	3	3	0	1
○ Adult EFT plus 3	8	8	0	2
○ Adult EFT plus 4	0	0	0	0
○ Adult EFT plus 5	6	6	0	1
○ Adult EFT plus 6	0	0	0	0
○ Adult Monthly	100	118	-18	100
○ Adult Monthly plus 1	66	70	-4	33
○ Adult Monthly plus 2	3	18	-15	1
○ Adult Monthly plus 3	12	32	-20	3
○ Adult Monthly plus 4	10	15	-5	2
○ Adult Monthly plus 5	6	0	6	1
○ Adult Monthly plus 6	7	7	0	1
○ City of Yankton Single	52	52	0	52
○ Firefighter Single	16	15	1	16
○ 10 Use Punch card	46	46	0	46
○ Radio	41	41	0	41
○ Youth Annual	34	37	-3	34
○ Youth EFT	1	1	0	1
○ Youth Monthly	63	75	-12	63
Total # of Active Memberships	857	929	-72	736

- In January of 2024, member numbers peaked as we had 948 members with 782 memberships.
 - In January of 2019 (pre-pandemic), we had 2,278 members with 1,109 memberships.
- Attendance – last two weeks of February 4,490 (3,118 SAC, 1,372 GL) and for the month 8,952 (5,984 SAC, 2,968 GL).
Compared to 3,235 (2,101 SAC, 1,134 GL) and 7,201 (4,801 SAC, 2,400 GL) in February 2023.
- Total The Huether Family Aquatics Center Passes Sold: 558 (448 – 2023)
- Total Cash Revenue at the SAC 1/16-31/24 – \$16,369.70/\$32,289.73 compared to \$13,881.78/\$27,025.09 in February 2023.
- The Recreation Staff will begin working on a digital summer recreation brochure for 2024 which will be released in the coming weeks.

Entire Month of February 2024

- The return of 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

Thursday, February 29, 2024

- **SAC Winter Swim Lessons Ended 2023**
 - Participants – 92 (100 – 2023)

Thursday, February 29, 2024

- **All Adult Volleyball Leagues have concluded**
- **Women’s Competitive Volleyball League**
 - 13 Teams (14 Teams in 2023)
- **Women’s Just For Fun Volleyball League**
 - 6 Teams (6 Teams in 2023)
- **Men’s Volleyball League**
 - 6 Teams (6 Teams in 2023)
- **Coed Volleyball League**
 - 17 Teams (15 Teams in 2023)

Saturday February 17, 2024

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

Monday, February 19, 2024

- President’s Day holiday. SAC open 5am-10pm
- City-Staff Holiday
- No School Special 1-5pm – 99 paid participants. Members free.

Saturday, February 17, 2024

- **SAC Library Day Pass Used**
 - 1 Coupon (1 Adult, 2 kids)

Sunday, February 18, 2024

- **SAC Library Day Pass Used**
 - 1 Coupon (1 Adult, 4 Kids)

Saturday, February 24, 2024

- **SAC Library Day Pass Used**
 - 1 Coupon (2 kids)

Sunday, February 25, 2024

- **SAC Library Day Pass Used**
 - 1 Coupon (2 Adult, 6 Kids)

February 16-29, 2024

- **Day Pass Mailers used – 1.**
 - (60 total for this campaign)

Additional Information for Second Half of February:

- **Aqua Zumba**
 - Participation – 69 Participants (116 for the Month)
- **Barre**
 - Participation – 7 Participants (15 for the Month)
- **Power Abs**
 - Participation – 36 Participants (80 for the Month)
- **Power Yoga**
 - Participation – 29 Participants (55 for the Month)
- **Prime Time Senior Class**
 - Participation – 65 Participants (134 for the Month)
- **Strength & Flexibility**
 - Participation – 37 Participants (71 for the Month)
- **Tabata**
 - Participation – 36 Participants (80 for the Month)
- **Trim & Tone**
 - Participation – 23 Participants (43 for the Month)


- **Turbo Kick**
 - Participation – 3 Participants (18 for the Month)
- **Wake UP**
 - Participation – 23 Participants (52 for the Month)
- **Water Aerobics Classes**
 - Participation – 130 Participants (268 for the Month)
- **Work Out Express Class**
 - Participation – 0 Participants (8 for the Month)
- **Yoga**
 - Participation – 25 Participants (48 for the Month)
- **Zumba**
 - Participation – 18 Participants (40 for the Month)
- **Zumba Gold**
 - Participation – 85 Participants (178 for the Month)
- **Zumba Toning**
 - Participation – 10 Participants (24 for the Month)
- **Birthday Party Rentals**
 - Participation – 10 Birthday Parties (18 for the Month)
- **Private Pool Party Rentals**
 - Hours Rented – 3 Hours (5 for the Month)
- **Auxiliary/Main Gym Rentals**
 - Hours Rented – 7 Hours (15 for the Month)
- **Theater Rentals**
 - Hours Rented – 0 Hours (0 for the Month)
- **Meeting Rooms**
 - Hours Rented – 0 Hours (0 for the Month)
- **City Hall Rentals**
 - Hours Rented – 9 Hours (23 for the Month)
- **Capital Building Rentals**
 - Days Rented – 2 Rental

- **Park Shelters**
 - Riverside - 0 Rentals
 - Memorial – 0 Rentals
 - Westside – 0 Rental
 - Meridian Bridge – 0 Rental

PARKS


Facebook promotion:

Let's go on an Easter Egg Hunt


 We've hidden 14 colored eggs in the parks and now it's your turn to find them!


Here's how to play:

 Pick up the scavenger hunt paper at the Summit Activities Center front desk (or print one yourself!)

 Hunt for the Easter eggs in Memorial Park, Riverside Park, Westside Park, Tripp Park, Morgan Park, Augusta Park, Fox Run Park, Ridgeway Park and the Capitol Street bridge with family and friends

 Write down which park you found the eggs in

 Return the completed scavenger hunt to SAC front desk and receive a sweet treat!

 You have until Sunday, April 7th to find all the eggs!

With the nice daytime temperatures forecast for the next couple of weeks, I'm sure we will start to get requests for restrooms to be opened up in the Parks system. Forecasted nighttime temperatures are the determining factor on turning on water in the parks, not daytime temperatures. So, we are some weeks away from starting to turn on water in the parks system.

Eagle Scout candidate Hunter Haas has constructed a shelter by the outdoor ice-skating rink in Sertoma Park. It is a wind-break for those who utilize the ice in the winter to sit down and change their shoes to skates.

The Parks staff have been trimming trees in the parks.

The Parks Department will be replacing wood siding and trim on the golf cart storage building located north of the clubhouse.

The Parks Department will be working with the Street Department to take down dead, diseased, or hazardous trees on City property and in street ROW's. Parks staff are trimming trees in parks and green spaces maintained by the City. The Street Department helps in this effort with large limbs. Ash trees are being removed also as a part of the Emerald Ash Borer Mitigation Plan for ROW's, boulevards, and City-owned property.

City of Yankton Building Report

Permits Issued in the month of February, 2024

Issue Date	Permit #	Owner Name & Address	Use	Valuation	Contractor Name & Address	Fees
02/01/2024	BLDG-24-0008	DTMW LLC 215 MULBERRY ST	Commercial - Alteration/Repair - interior remodel	\$20,000.00	Drotzmann Construction P.O. Box 161 Yankton, SD 57078	\$104.50
02/01/2024	BLDG-24-0009	DTMW LLC 215 MULBERRY ST	Commercial - Alteration/Repair - interior remodel	\$20,000.00	Drotzmann Construction P.O. Box 161 Yankton, SD 57078	\$104.50
02/02/2024	BLDG-24-0010	JOHNSON, KERRY L 411 SPRUCE ST	Exterior - windows	\$2,000.00	Peterson Home Repair 43537 305TH STREET UTICA, SD 57067	\$20.00
02/13/2024	BLDG-24-0011	ROTHLUEBBER, DAVID J 403 REGAL DR	Single Family Home - Alteration/Repair - Deck	\$35,000.00	Rothluebber Construction P.O. Box 105 Fordyce, NE 68736	\$159.50
02/16/2024	BLDG-24-0012	FERDIG, CONNIE L 1007 PEARL ST	Exterior - Roofing	\$9,800.00	H & H Roofing 1600 Whiting Drive YANKTON, SD 57078	\$20.00
02/16/2024	BLDG-24-0013	FRAZIER, JEAN M 650 AUGUSTA CIR	Exterior - Roofing	\$15,000.00	H & H Roofing 1600 Whiting Drive YANKTON, SD 57078	\$20.00
02/16/2024	BLDG-24-0014	JENSEN, KELLY 803 SPRUCE ST	Exterior -Roofing	\$10,300.00	H & H Roofing 1600 Whiting Drive YANKTON, SD 57078	\$20.00
02/16/2024	BLDG-24-0015	OELKE, JUDITH R 615 LINN ST	Exterior - Roofing	\$16,000.00	H & H Roofing 1600 Whiting Drive YANKTON, SD 57078	\$20.00
02/16/2024	BLDG-24-0016	LINCOLN, LORI J 1215 MULBERRY ST	Exterior - Roofing	\$23,000.00	H & H Roofing 1600 Whiting Drive YANKTON, SD 57078	\$20.00
02/16/2024	BLDG-24-0017	BERNEY, RONNIE 1805 WALNUT ST	Exterior - Roofing	\$15,300.00	H & H Roofing 1600 Whiting Drive YANKTON, SD 57078	\$20.00
02/16/2024	BLDG-24-0018	PARRY, DONNA RAE 1714 WALNUT ST	Exterior - Roofing	\$26,700.00	H & H Roofing 1600 Whiting Drive YANKTON, SD 57078	\$20.00
02/20/2024	BLDG-24-0019	YANKTON DVLPMTN ENTRPRISES LLC 1600 W. 26th Street	Single Family Home - Alteration/Repair - Basement Frame	\$1,000.00	Nielson Construction 27297 WETLAND RD HARRISBURG, SD 57032	\$22.50
02/22/2024	BLDG-24-0020	WIEBELHAUS, TERRY 1306 OAKWOOD DR	Exterior - Siding	\$15,000.00	Williams Brothers Construction 2901 Adkins Dr. Yankton, SD 57078	\$20.00

02/22/2024	BLDG-24-0021	HOLIDA, PRESTON E 1301 PEARL ST	Single Family Home - Addition- Garage	\$29,000.00	YVL CONSTRUCTION 101 PAIGE PL YANKTON, SD 57078	\$138.50
02/26/2024	BLDG-24-0022	HUNHOFF, ELIZABETH 309 EAST 19 ST	Single Family Home - Alteration/Repair - Basement finish	\$10,000.00	Radack Construction 802 West 8th Street Yankton, SD 57078	\$64.50
02/27/2024	BLDG-24-0023	HUNHOFF, DANIEL S 2511 MULLIGAN DR	Exterior - Window/Siding	\$45,000.00	1-800-Hansons 977 E. 14 Mile Rd TROY, MI 48083	\$20.00
02/29/2024	BLDG-24-0025	PONS, KEVIN C 805 JAMES PL	Exterior - Roofing	\$15,306.00	H & H Roofing 1600 Whiting Drive YANKTON, SD 57078	\$20.00

(February 2024) Total Valuation: \$308,406.00

Total Fees: \$814.00

(February 2023) Total Valuation: \$153,500.00

(2024) to Date Valuation: \$1,617,481.00

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

Salaries by Department: February 2024

ADMINISTRATION	\$61,500.57
FINANCE	\$47,101.32
COMMUNITY DEVELOPMENT	\$31,756.60
POLICE/DISPATCH	\$218,579.67
FIRE	\$9,118.12
ENGINEERING / SR. CITIZENS	\$52,127.36
STREETS	\$69,437.34
TRAFFIC CONTROL	\$5,361.49
LIBRARY	\$39,863.33
PARKS / SAC	\$90,404.54
HUETHER AQUATICS	\$0.00
MARNE CREEK	\$4,173.54
WATER	\$49,735.60
WASTEWATER	\$48,801.36
CEMETERY	\$5,560.76
SOLID WASTE	\$31,414.59
JOINT POWERS	\$25,863.58
CENTRAL GARAGE	\$7,192.63
	\$797,992.40

Personnel Changes

New Hires

Public Works Department: Zachary Hesper, Fleet Mechanic, \$2,046.58 biweekly.

Wage Changes

Environmental Services Department: Bonnie Voagen, PT Waste Water Operations Specialist, \$17.00 to \$18.00/hr.; Jonathan Hoefs, PT Waste Water Operations Specialist, \$16.00 to \$17.00/hr. Police Department: Cameron Voigt, Officer, \$2,354.54 to \$2,417.15 biweekly. Amy Leon, City Manager, \$5,555.44 to \$5,850.46 biweekly. Lisa Yardley, Finance Officer, \$4,038.46 to \$4,423.08 biweekly. Ross Den Herder, City Attorney, \$2,744.23 to \$2,884.62 biweekly.

Position Changes

None

February 2024 - YPD Calls for Service

911 HANG UP	6
911 OPEN	3
ALARM	17
ALCOHOL	6
AMBULANCE	27
ANIMAL	41
ASSAULT	9
ASSIST	3
ATTEMPT TO LOCATE	2
BOND VIOLATION	2
BURGLARY	1
CHILD CUSTODY	4
CIVIL DISPUTE	25
CRIMINAL ENTRY OF MV	2
DEATH	2
DISORDERLY CONDUCT	18
DOMESTIC VIOLENCE	20
DRIVING COMPLAINT	13
DRIVING COMPLAINT 911	4
DRUG	12
ESCORT	5
EX PATRL	4
FAMILY OFFENSE	5
FIGHT	5
FIRE ALL CALL	3
FOREIGN AID	21
FRAUD	9
GAS DRIVE OFF	1
GAS LEAK	2
HARASS	20
HAZMAT	1
HIT&RUN	7
INFORMATION	22
INSPECT	3
JAIL ISSUES	1
JUV	24
LEWDNESS	1
LITTER	1
LOCK DOWN DRILL	3
LOST & FOUND	6

MENTAL ILLNESS	10
MISC	2
NOISE COMPLAINT	10
OPN DOOR	10
PARKING	15
PAROLE/PROBATION	10
PRIVATE PROPERTY COLLISION	5
PROPERTY	9
PROTECTION ORDER	5
PUBLIC INTOX	1
RUNAWAY	5
SAFETY TALK	12
SCHOOL BUS	1
SEX CRIME	1
SIG 2	21
SIGNAL 1 FATALITY	1
SIGNAL 1 INJURY	3
SUICIDE	4
SUSP ACTIVITY	19
SUSPICIOUS PERSON/VEHICLE	50
THEFT	45
THREAT	7
TRAFFIC CONTROL	1
TRAFFIC STOP	306
TRANSPORT JAIL	1
TRESPASS	22
TRUANCY	3
VANDALISM	13
VEHICLE/ROAD COMPLAINT	4
WARRANT	12
WEAPONS	6
WELFARE CHECK	35
TOTAL	1010

ADULT ARRESTS	
# Individuals Arrested	81
# of Charges	128

JUVENILE ARRESTS	
# Individuals Arrested	4
# of Charges	10

Total Citations	123
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February 2024
 YPD
 Activity Report

GENERAL SUMMARY				
	THIS MONTH		Year To Date	
	This Year	Last Year	This Year	Last Year
POLICE INCIDENTS	1011	1042	2014	2886
SHERIFF INCIDENTS	307	248	601	677
AMBULANCE CALLS (YPD)	27	28	65	80
FIRE / HAZMAT CALLS	4	2	9	9
FOREIGN AID CALLS	21	14	27	46
ALARMS	17	5	30	28
ANIMAL CALLS / COMPLAINTS	41	54	77	137
ANIMALS CLAIMED OR IMPOUNDED (HHS)	7	10	15	34
ANIMALS DISPOSED	0	0	1	0

ACCIDENT SUMMARY				
	THIS MONTH		Year To Date	
	This Year	Last Year	This Year	Last Year
STATE REPORTABLE	17	15	54	54
NON REPORTABLE AND HIT & RUN	13	13	31	67
SIGNAL 1 INJURY	3	0	8	6
# PERSONS INJURED	4	0	8	7
FATALITIES	0	0	0	0
PEDESTRIAN ACCIDENT	0	0	1	0

February 2024

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	2	24	26	24	43	68
CARELESS DRIVING			0	2	1	7
EXHIBITION DRIVING			0	0	1	2
SPEEDING	1	40	41	67	53	121
STOP SIGN, RED LIGHT VIOLATION	1	2	3	6	10	18
ANIMALS AT LARGE			0	0	0	0
MAINTENANCE OF FINANCIAL RESPONSIBILITY	1	6	7	12	9	33
OPEN CONTAINER			0	1	0	5
CONSUMPTION UNDERAGE (18-20 yoa)		5	5	0	5	2
LIQUOR VIOLATIONS / FURNISHING ALCOHOL TO A MINOR		1	1	0	2	0
MISDEMEANOR DRUG VIOLATIONS (POSS. OF DRUG PARAPH)		8	8	15	11	35
TOBACCO VIOLATIONS	10		10	7	14	12
PETTY THEFT UNDER \$400			0	0	0	8
INTENTIONAL DAMAGE TO PROPERTY			0	0	1	0
OTHER VIOLATIONS	8	14	22	19	38	63
TOTAL TRAFFIC CITATIONS	23	100	123	153	188	374

February 2024

YPD

Adult Arrest

	THIS MONTH		YEAR TO DATE	
	This Year	Last Year	This Year	Last Year
HOMICIDE / MURDER / MANSLAUGHTER	1	0	1	0
RAPE	0	0	0	0
ROBBERY	0	0	0	0
DUI	8	13	20	39
DRIVING UNDER REVOCATION	6	3	9	10
BURGLARY	1	0	1	0
ASSAULT AGGRAVATED	3	1	3	2
ASSAULT SIMPLE	4	3	5	8
CRIMES AGAINST FAMILY / DOMESTIC VIOLENCE	8	5	12	14
DISORDERLY CONDUCT	1	0	1	1
SEXUAL CONTACT/SEX OFFENSES	0	0	0	0
THEFT PETTY	1	0	1	2
THEFT GRAND	0	0	0	1
THEFT AUTO	1	0	1	1
FORGERY & COUNTERFEITING	0	3	0	5
FRAUD	0	0	0	0
EMBEZZLEMENT	0	0	0	0
INTENTIONAL DAMAGE	2	1	3	1
NARCOTIC DRUG CHARGES	14	21	35	61
LIQUOR ARRESTS	0	0	0	2
WEAPONS VIOLATION	0	1	0	1
WARRANTS	21	17	35	63
PROTECTIVE CUSTODY	0	0	0	0
ALL OTHER OFFENSES	50	37	75	122
TOTAL ADULT ARRESTS	121	105	202	333

February 2024
YPD
Juvenile Arrests

	THIS MONTH		YEAR TO DATE	
	This Year	Last Year	This Year	Last Year
CURFEW	0	0	0	1
RUNAWAY	2	3	5	6
MIC	6	2	6	4
DUI	0	2	0	2
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	2	3	5	5
CRIMES AGAINST FAMILY/ DOMESTIC VIOLENCE	0	0	0	0
DISORDERLY CONDUCT DISTURBANCE OF SCHOOL	3	7	5	13
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	1	0
NARCOTIC DRUG CHARGES	0	2	4	4
WEAPONS VIOLATIONS	0	0	0	0
ALL OTHER OFFENSES	6	1	7	3
TOTAL JUVENILE ARRESTS	19	20	33	38

Memorandum #24-54

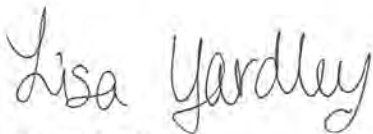
To: City Manager
From: Finance Department
Date: March 11, 2024
Subject: Yankton Ribfest Licenses

The Finance Department has received the following Applications for License from Yankton Ribfest to engage in the business of:

1. Transient Merchant; and
2. Special Events Dance

Both licenses are for one day, Saturday, June 8, 2024. Yankton Ribfest will take place at the following location: The block of 3rd Street between Cedar Street and Walnut Street, plus one half block West on 3rd Street to the alley, plus one half block East of Walnut Street to the alley and one half block North and South on Walnut and 3rd Streets.

The Finance Department has provided the above referenced application to the Police Department to ensure that the applicant conforms to the provisions of the City of Yankton Municipal Code of Ordinances. A police check on the applicant revealed no felony convictions or warrants in South Dakota. After reviewing said information, it appears to the Finance Department that the above applicant is in compliance with the City of Yankton Municipal Code of Ordinances as relates to the submitted application.



Lisa Yardley
Finance Officer

____ Voice Vote

Memorandum #24-55

To: City Manager
From: Finance Department
Date: March 11, 2024
Subject: Yankton County Fair Licenses

The Finance Department has received the following Applications for License from Yankton County 4-H Clubs, d/b/a Yankton County Fair, to engage in the business of:

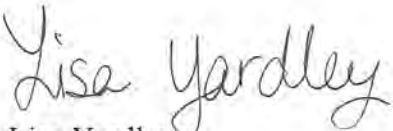
1. Transient Merchant; and
2. Special Events Dance

The Yankton County Fair will take place at the following location: 905 Whiting Drive, Yankton, South Dakota.

The Special Events Dance license is for one day, Saturday, August 3, 2024.

The Transient Merchant license is for three days, Thursday, August 1, 2024, Friday, August 2, 2024 and Saturday, August 3, 2024. The Applicant is requesting to have a vendor and craft show for the Yankton County Fair.

The Finance Department has provided the above referenced application to the Police Department to ensure that the applicant conforms to the provisions of the City of Yankton Municipal Code of Ordinances. A police check on the applicant revealed no felony convictions or warrants in South Dakota. After reviewing said information, it appears to the Finance Department that the above applicant is in compliance with the City of Yankton Municipal Code of Ordinances as relates to the submitted application.



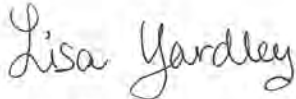
Lisa Yardley
Finance Officer

NOTICE OF HEARING UPON APPLICATION
FOR SALE OF ALCOHOLIC BEVERAGES

NOTICE IS HEREBY GIVEN that Special Events Alcoholic Beverage License Application has been received by the Board of City Commissioners of the City of Yankton for a Special On-sale Malt Beverage Retailers License for three days, August 16-18, 2024, from Yankton Area Riverboat Days, Inc. at the following location: Riverside Park.

NOTICE IS FURTHER GIVEN that a public hearing on the application will be held on Monday, March 25, 2024 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 11th day of March, 2024.



Lisa Yardley
FINANCE OFFICER

Memorandum #24-63

To: Amy Leon, City Manager
From: Dave Mingo, AICP Community and Economic Development Director
Subject: Comprehensive Plan Consultant Selection Committee Recommendation
Date: March 5, 2024

As previously planned and discussed, staff solicited proposals from consultants for the upcoming Comprehensive Planning process. Our Request for Proposals was published and circulated through local, statewide and regional planning organizations in hopes of getting several proposals. We were successful in receiving four proposals which we were very pleased with.

The Comprehensive Plan Consultant Selection Committee was then tasked with reviewing the submitted documents. The Committee initially included City Commissioner Mason Schramm who is also the City Commission liaison to the Planning Commission, Planning Commissioner Dave Carda, and staff members Amy Leon, Adam Haberman, Brad Bies and Dave Mingo. The committee selected two consultants to interview: SRF Consulting Group, and RDG Planning and Design. Scheduling difficulties led to Mayor Moser and Planning Commission Chairwoman Deb Specht filling in for Commissioner Schramm and Planning Commissioner Carda for the interview process.

Both interviews went very well and, after a thorough discussion, the Selection Committee recommends that RDG Planning and Design be hired for the work. RDG is familiar with Yankton, having produced the 2003 Comprehensive Plan and been involved with strategic planning efforts since then. It is the staff's opinion that the 2003 Plan was a very effective document that has stood the test of time. If all goes as expected, the creation of this Comprehensive Plan will be of great benefit to the development of a subsequent update of the Strategic Plan.

One interesting note was that we asked the consultants to submit their fees in a separate envelope so the cost information would have less initial impact on the committee's thought process. We have some flexibility with this process because it is a professional services contract as opposed to a bid. The fees were disclosed to the committee after the recommendation had been formulated.

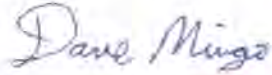
The proposed fees were:

- RDG Planning and Design - \$125,000.00
- SRF Consulting Group - \$149,458.85
- Confluence Landscape Architecture, Planning and Urban Design - \$148,500.00
- Marvin Planning Consultants - \$137,000.00

As with any process like this, the consultant will also have some billable travel and printing costs which RDG lists as a maximum of \$4,000.00 in their attached contract.

We have \$150,000.00 total in our capital budget over two years to complete the process. The Planning Commission will also be receiving this information earlier in the evening on March 11 so they are included in the recommendation process. The results of their discussion will be reported verbally at the City Commission Meeting.

Respectfully submitted,

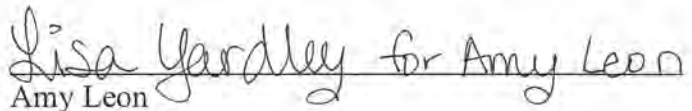


Dave Mingo, AICP
Community and Economic Development Director

Recommendation: It is recommended that the City Commission retain RDG Planning and Design for the Comprehensive Plan services described in the attached Scope of Services and Contract.

I concur with this recommendation.

I do not concur with this recommendation.



Amy Leon
City Manager

Roll Call

EXHIBIT A: SCOPE OF SERVICES

PROJECT MANAGEMENT TEAM & Advisory COMMITTEE

Our process includes two principal groups. The Project Management Team works on the day-to-day activities of the Plan's production, while the Advisory Committee provides strategic direction.

- **Project Management Team.** The day-to-day work of the Plan will be completed in close partnership with the City, understanding that staff have limited capacity. We believe in bi-weekly meetings with staff to build this relationship and ensure the process stays on schedule. These meetings allow the Team to coordinate public outreach, review concepts, and adjust the process if necessary. The meeting will include project managers from RDG, Yankton, and key staff as appropriate.
- **Advisory Committee.** The Advisory Committee will meet at key milestones to provide direction, course correction, and review deliverables. The Committee should integrate a broad representation in the planning process and include traditional representation from the City Commission, Planning Commission, economic development, employers, residents, and school representatives. The meeting schedule will be set at the beginning of the process to establish involvement expectations and allow members to plan schedules accordingly.

TASK I: PUBLIC ENGAGEMENT

1.1 PUBLIC ENGAGEMENT PLAN

RDG will develop a Public Engagement Plan with staff at the start of the process. Our team will tailor the process to meet identified goals for the City's public involvement process and include on-site and online opportunities for residents to engage. Building awareness of the Plan is a continuous effort and must ensure new audiences feel engaged at any point. To do this, the Plan needs to include traditional online and in-person elements, including:

- **Social Pinpoint.** Social Pinpoint is an online platform for public engagement designed for planning projects. It includes a traditional landing page and interactive opportunities such as surveys, forums, maps, idea walls, and spending privatizations. Its fun design attracts people to engage to provide meaningful input and feedback.
- **Social Media.** Many of Yankton's residents already engage with familiar social media pages supported by the City, Chamber, and other community groups. We will leverage these pages to attract people to the process. RDG's Team will work with the City to schedule and coordinate announcements. The process includes template posts (narrative/graphics) and can include video introductions to portions of the project.
- **Traditional Media.** Traditional media (print and television) expands reach to the broadest audience possible. This includes writing press releases, scheduling interviews with reporters, and designing fliers/posters/ billboards/banners/yard signs. Our Team will design and produce these materials using an established project brand. Costs for print reproduction and distribution will be the City's responsibility.

1.2. ACTIVITIES

The planning process must establish credibility through creative community engagement. We have virtual and on-site engagement toolkits for all to feel comfortable participating. Accomplishing this level of engagement characterizes RDG's planning efforts. The minimum level of activities includes:

- **Survey + Interactive Mapping.** The process begins with an online survey. It explores perceptions of the issues and opportunities facing the community. The need for and types of questions will be assessed based on the 2022 survey conducted as part of the Strategic Plan. We

often have the Advisory Committee complete a pilot survey, and then a refined survey (online and paper upon request) will be launched to the entire community. The surveying includes an online map where people can pinpoint ideas spatially in Yankton.

- **Listening Sessions.** RDG will conduct a program of small group listening sessions. These sessions help us further explore the opportunities identified in the Strategic Plan. These sessions will include time with the City Commission, Planning Commission, and one-on-one with each Advisory Committee member to understand priorities.
- **City Commission & Planning Commission Work Session.** At the beginning of the process, we would bring the City Commission and Planning Commission together to identify what they believe are key community priorities for the future and issues and opportunities they foresee being addressed in the plan.
- **Community Roundtable Kick-off.** The Community Roundtable offers residents the first opportunity to learn more about the importance of the Plan and share their insights on the City's opportunities and challenges. We organize participants into small groups and ask them to discuss their goals and aspirations.
- **Advisory Committee Design Studio.** We will guide the Committee in developing concepts for the City's future growth priorities. This exercise includes an initial concept for future land use, mobility, parks, districts, and amenities.
- **Community-wide Land Use Workshop.** The workshop open houses focus on scenarios for growth areas, neighborhoods, and districts that balance residential, commercial, industry, civic spaces, and mobility. We anticipate hosting the workshop in two locations for the public to view and comment on concepts.
- **Open Houses.** With a draft plan completed, we will host two open houses, preferably combined with other scheduled community events. This includes a virtual open house for people to view content from elsewhere.
- **Approval Meetings.** We will provide material to staff to present the Plan to the Planning Commission and City Commission. Alternatively, we can present on their behalf.
- **Expanded Opportunities.** To capture the input of individuals that do not attend traditional meetings RDG will prepare material for up to five (5) pop-up events.

1.3 City Responsibilities

- Formulate stakeholder lists and initiate Listening Session invitations.
- Manage City social media outlets to promote the Plan and events.
- Distribute digital surveys and paper surveys as needed.
- Form the Advisory Committee and invite to the first meeting.
- Reserve meeting spaces as needed.
- Coordinate with local organizations and groups for input and events.

1.4 Consultant Team Responsibilities

- Prepare materials, agendas, and minutes for all meetings and events.
- Lead all meetings and events.
- Provide branding and digital materials to the City.
- Create, host, and update a project website for the duration of the project.
- Conduct listening sessions and follow-up as needed.
- Attend approval meetings.

TASK 2: Yankton TODAY - Where are we now?

This component of the Plan identifies existing conditions and trends to understand the current context. Data will be gathered and assembled in easily communicated ways to stakeholders, including infographics, maps, and online ESRI pages to identify trends and opportunities.

2.1 DOCUMENT REVIEW

We will review the current comprehensive plan and other planning studies and documents developed by the City, County, or State. Taking advantage of previous efforts informs our process and provides research and material that can make us more efficient.

2.2 ECONOMIC & DEMOGRAPHIC TRENDS

Understanding a city's population, demographic, and economic factors is essential to understanding potential. Data will be gathered and assembled in easily communicated ways to stakeholders, including infographics and atlases, to identify trends and opportunities that will include demographic data, along with land use and environmental assets. If available, we'll rely heavily on locally collected data with higher levels of accuracy.

2.3 HOUSING & DEVELOPMENT SNAPSHOT & TRENDS

A market analysis of Yankton's housing will include:

- Ten-year review of housing production by type and geography.
- Economics of housing, including values and costs.
- Comparison and analysis of change in housing occupancy.
- Review of available neighborhood data from the Census, Urban Footprint, and ESRI.

2.4 NATURAL RESOURCES & ENVIRONMENTAL CONSTRAINTS

Just as the Plan must be based on market reality, the Plan must also recognize the environmental constraints and natural resource assets. The data we collect for a comprehensive plan traditionally includes the following to form an environmental constraints and resources map:

- Topography/Slopes
- Waterbody and Stream Corridor Inventory
- Wetlands Inventory
- Drainage System and Structures
- Flooding Boundaries
- Flood Problem Areas
- National Register-listed or eligible sites and properties

2.5 LAND USE & URBAN DESIGN

We will complete a land use inventory using existing assessor data and on-site verification for a closer analysis of land uses. This task includes additional bike and foot fieldwork to inventory the City's character, appearance, and identity.

2.6 TRANSPORTATION

The transportation planning element will assemble information to understand opportunities and issues facing Yankton's future. This analysis will include talking to staff to understand the problem areas, reviewing GIS maps to annotate problem areas, looking at all modes and stakeholders, and how we create bike and pedestrian amenities needed to make the City competitive in the larger region.

2.7 PUBLIC FACILITIES & INFRASTRUCTURE

Community services and infrastructure both form and adapt to land use directions and policies. The major initiatives and investments in the next five years are outlined in the City's Strategic Plan but this information will be verified with facility managers to determine longer-term needs and abilities to meet future growth.

2.8 PARKS & RECREATION

A city's park and recreation system speaks to the quality of life. All of the City's park and recreation facilities will be inventoried and reviewed for gaps and opportunities. Data collected will include:

- Map service areas for parks.
- Map active transportation network and identify gaps.

2.9 OPPORTUNITIES & ISSUES

Using the data collected in the above tasks, RDG will assemble an opportunity map for review by the Advisory Committee. The map and narrative summarize the key strengths to build on and possible future initiatives for making Yankton an even better community.

2.10 City Responsibilities

- Provide residential and commercial building permit activity for the past ten years.
- Provide all available GIS files.
- Provide any relevant studies, plans, development concepts, etc. that are not publicly posted.
- Review deliverables in a timely manner.

2.11 Consultant Team Responsibilities

- Deliver a draft Yankton Today report and findings.

TASK 3: THE COMMUNITY VISION

Using the data and input collected in Tasks 1 and 2, we will work with the Advisory Committee to draft a vision that will apply to all plan elements. This process will include:

3.1 Advisory Committee Visioning Session.

Using the information gathered during the listening sessions, community roundtable, survey, and market analyses, the RDG team will work with the Advisory Committee to draft a vision with goals and objectives.

3.2 Advisory Committee Design Studio.

RDG and the Committee will work together to prepare an initial Development Concept Plan that considers future land use, transportation, parks, environmental features, and neighborhoods (discussed in Task 1). These concepts will be refined in Task 4.

3.3. Polling

The draft vision will be published to boards that will be on display at the Design Workshops for people to react to the emerging vision. The polling can be adapted to Social Pinpoint to gain remote feedback. Features like instant polling or up-voting can help the Committee understand the public's priorities.

The vision includes many goals and objectives to be coupled with actions, policies, and programs in Task 4.

3.4 City Responsibilities

- Review deliverables in a timely manner.

3.5 Consultant Team Responsibilities

- Prepare a draft development concept.
- Develop engagement activities to obtain feedback on the draft.

TASK 4: Yankton TOMORROW - Plan Elements

The plan elements translate to policies that will implement the community vision and achieve the preferred development concept. The goals and principles define the program and design of the City. The specific plan elements are the systems that help the design come to life.

4.1 LAND USE

The land use plan refines the City Development Concept into a Future Land Use Plan. The Plan includes:

- **Policy Areas.** Land use policies should not always be blanketed across a city, but the policies for existing neighborhoods must be slightly different than new developing areas. This analysis examines planning and land use issues within the established city and growth areas. General development policy areas will be identified based on common themes and characteristics. These policy areas will offer a big-picture perspective to balance neighborhoods and provide quality living environments across the City. Additionally, they offer a level of reassurance to residents about the land use strategy for their neighborhood.
- **Future Land Use Map.** The Future Land Use Plan will indicate citywide and specific area plans for deploying land use policy. We anticipate taking an intensity-based approach where a series of mixed-use areas drive policymaking.
- **Special Area Precedents.** These include special subarea studies for places of significant potential and character. These may include districts and corridors identified during the initial Advisory Committee and Community Workshops or further work on plans already underway in Yankton. Initially, the Downtown and/or the mall area may be included here.

4.2 TRANSPORTATION ELEMENT

This will incorporate developing and existing plans, such as the parking study, around the future transportation network, a planning-level assessment of street capabilities to support growth, selected roadway policies, infrastructure sustainability policies, and projects/studies that should be initiated in the future. This does not include engineering-level services but rather recommendations and priorities for more directed future study. This approach saves costs to the project.

4.3 PARKS, TRAILS & GREENWAYS

This element will use input gathered from the community engagement process and an understanding the Park Department's priorities. Building on this, any gaps in the system as related to future improvements will be identified along with corridors that can connect destinations around the City.

4.4 COMMUNITY FACILITIES & PUBLIC INFRASTRUCTURE

The analysis includes a summary of public property and infrastructure by reviewing information collected as part of the Strategic Plan with City Staff and defining facility adequacy, ability to provide service into the future, and rehabilitation needs. This does not include engineering-level services but rather recommendations and priorities for more directed future study.

4.5 HOUSING, NEIGHBORHOODS, & COMMUNITY DEVELOPMENT

The housing element will be paired with the City's land use concept to identify neighborhood-level housing strategies. To do this, we will:

- Review recent and current housing activity.
- Determine housing needs to achieve overall city housing objectives and needs.
- Create a housing and neighborhood implementation program addressing such issues as available sites, a mix of housing types, and neighborhood rehabilitation needs. Strategies will be tailored to Yankton based on our knowledge and experience in housing strategies across South Dakota and our own experience in Yankton.

4.6 City Responsibilities

- Review deliverables in a timely manner.

4.7 Consultant Team Responsibilities

- Prepare draft planning element chapters for review.
- Develop engagement activities for feedback on draft.

TASK 5: IMPLEMENTATION

Similar to the City's existing Comprehensive Plan, we want to make sure that the implementation section is a useful tool. We have refined the section to provide greater detail and guidance.

5.1 IMPLEMENTATION TABLE & IMPROVEMENT PROGRAM

The Yankton Plan will include an implementation action plan that presents the recommendations, sequencing, leaders, partners, and potential funding sources for capital items. We will present capital items as a capital improvement plan in 0-to-5-year, 5-to-10-year, and beyond ten years.

5.2 Plan Review & Update.

The Plan will identify milestones to track the Plan's implementation and indicators to track changes that may warrant modifying the implementation schedule. The implementation section will focus on how to best leverage resources to maximize results.

5.3 REGULATORY REVIEW

We will review current zoning and subdivision ordinances and identify segments inconsistent with the Plan's development principles. A memo will be prepared outlining this review and general guidance for revision.

5.4 DOCUMENT REVIEW & DRAFTING

The review of the document can be done in sections. As sections of the document are drafted, City Staff and the Advisory Committee will conduct the first stage of the review. Once staff and Advisory Committee comments are incorporated, a consolidated draft plan will be available to the public in concurrence with the final open house and a public comment period. RDG and City Staff will collect and review public comments to incorporate into the Plan.

5.5 PUBLICATION

We believe a plan must be attractive and user-friendly to be implemented to its full potential. None of our plans are alike, as they serve different audiences and purposes. Its organization and delivery are an outcome of the process.

5.6 City Responsibilities

- Review deliverables in a timely manner.
- Assist in approval meeting presentations.

5.7 Consultant Team Responsibilities

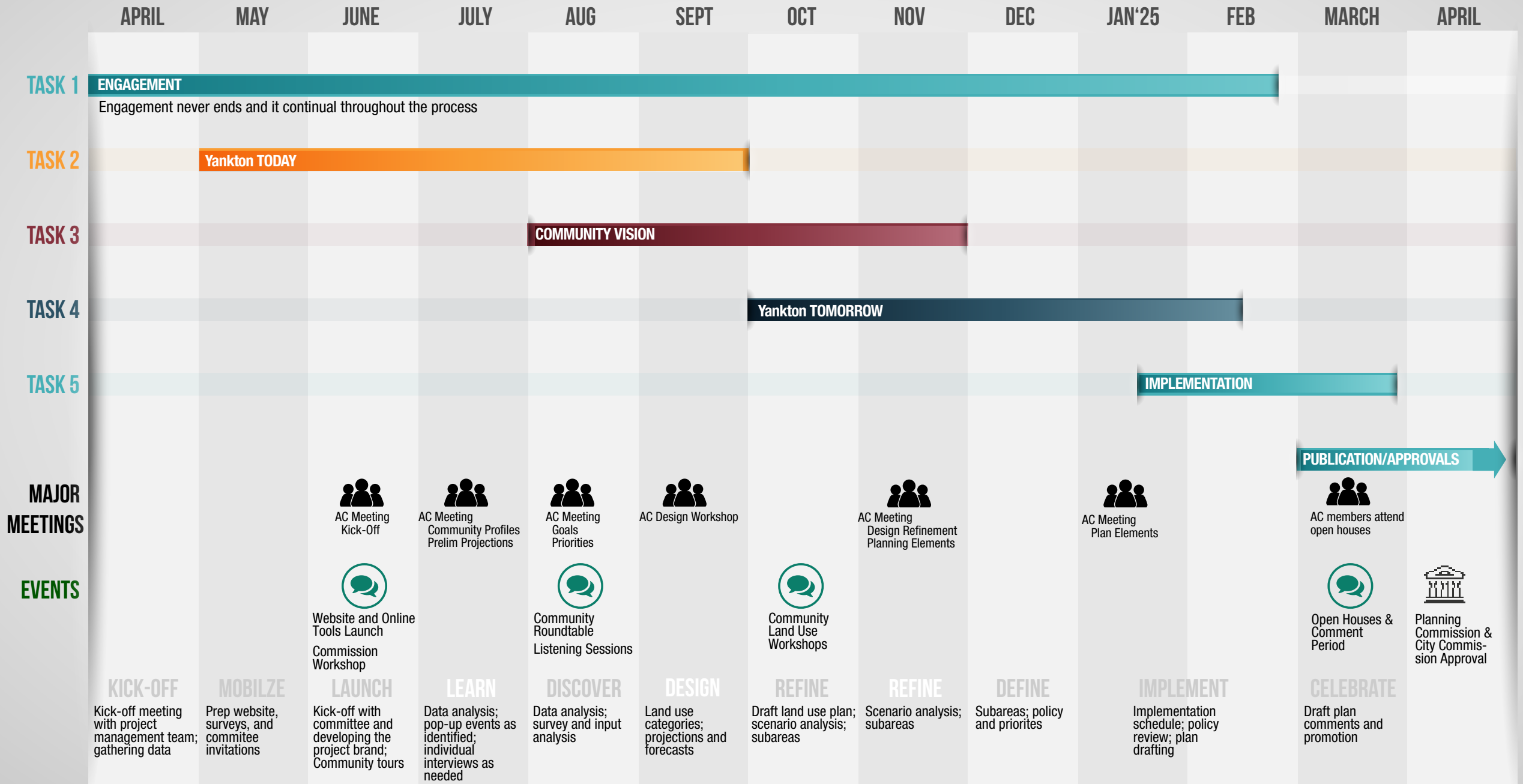
- Deliver full draft plan and associate memos.
- Deliver final Plan that incorporates all comments.
- Present at 1 Planning and Zoning Commission and 1 City Commission approval meeting.

FINAL DELIVERABLES

- 1 print of FINAL Plan.
- 1 print and PDF Executive Summary in a graphically designed format.
- PDF of draft and final documents.
- Digital event collateral (displays).
- Full survey and engagement documentation.
- Social Pinpoint website during the project.
- Digital PowerPoint Presentations.
- Digital Meeting minutes.
- GIS/ESRI mapping files.

EXHIBIT B: SCHEDULE

Yankton Comprehensive Plan



**AGREEMENT FOR CONSULTING SERVICES BETWEEN
CITY OF YANKTON, SD AND RDG PLANNING & DESIGN, INC.**

This Agreement is entered into this _____ day of _____, 2024, by and between the City of Yankton, SD hereinafter referred to as the "CITY" and RDG Planning & Design, Inc. 1302 Howard Street, Omaha, Nebraska 68102, hereinafter referred to as the "Consultant."

WHEREAS, the City has identified the need to prepare a Comprehensive Plan as a major city priority; and

WHEREAS, the City is committed to a planning process that provides community involvement in the development of the plan; and

WHEREAS, the Consultant has indicated a willingness to provide professional planning services to the City in the preparation of this plan.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

Section One. Scope of Services

The Consultant agrees to provide in a complete and professional manner the work elements set forth in Attachment A: Scope of Services, attached hereto and incorporated into this Agreement.

Section Two. Additional Services

2.1. If, during the progress or upon completion of the work outlined in the Scope of Services in this Agreement, it is desirable or necessary to cause the Consultant to perform additional services other than those outlined in the Scope of Services, an hourly schedule and reimbursable expense schedule may apply, or a fee may be negotiated.

2.2. Additional tasks may be added to this agreement by written amendment(s) at such time City is prepared to proceed with each Task.

Section Three. Time of Performance

The time period for completion of the project is 12 months after issuance of a Notice to Proceed, as indicated on Attachment B: Schedule. The projected time period does not include final approval process or delays caused by City or factors outside the Consultant's control.

Section Four. Responsibilities of City

4.1. Access to Work. The City shall make best efforts to arrange access to and make provisions for the Consultant to enter upon public and private lands as required for the Consultant to perform such work as inventories, field surveys, and inspections in the development of the plan.

4.2. Records, Files, and Previous Planning Efforts. The City shall make all records and files relevant to the plan available to the Consultant as needed and furnish all reasonable and necessary assistance in the use of such records and files. In addition, the City shall make previous reports and market studies available to the Consultant, along with all other studies and work that provide information pertinent to the completion of the plan.

4.3. Mapping. The City will assist in gathering all available electronic maps in a form usable by the Consultant, including recent plats.

4.4. Consideration of Consultant's Work. The City shall give thorough consideration to all reports, drawings, and other documents presented for review by the Consultant and shall inform the Consultant of all decisions and comments within 30 days to avoid undue delays.

4.5. Meetings. The City shall provide logistical support for all meetings, including arranging for meeting places and notification of participants and citizens. The City shall further hold all required public hearings, serve all required notices, and fulfill all legal requirements associated with the project. The Consultant agrees to attend meetings as identified on Attachment A: Scope of Services.

4.6. The City Representative. The City's representative Dave Mingo, Community and Economic Development Director, or such other person as designated by the City, shall be responsible for the city's portion of the project management.

Section Five. Compensation and Method of Payment

5.1. Total compensation pursuant to the services specified in this Agreement, except as provided in Section 2.1, shall be in the sum of \$125,000.

5.2. All traveling and printing/duplication cost will be billed at cost not to exceed \$4,000.

5.3 The Consultant will provide digital copies of committee presentations, draft plan chapters, final plan report, one hard copy of the final plan, and any GIS databases created in the development of this plan.

Section Six. Ownership of Materials

6.1. The City shall control all media releases or other publicity related to the completion of this project.

6.2. No report, map, or other document produced in whole or part under this agreement shall be the subject of a copyright application by the Consultants.

6.3. In addition to the one hard copy of the final plan referenced in Section 5.3., the Consultant agrees to provide the City with a digital copy of the document, including maps, and agrees that the City may make additional copies of the document or maps as needed. This plan and all end products of this plan belong to the City of Yankton, to be used at their discretion.

Section Seven. Assignment

The Consultant agrees that they are prohibited from assigning an interest in this agreement or delegating the performance of any of its duties hereunder without the written consent of the City.

Section Eight. Amendments

Either party to this Agreement may request an amendment or modification. Such amendment will not take effect unless incorporated into this Agreement by written amendment executed by both parties.

Section Nine. Nondiscrimination

In the execution of this Agreement, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, marital status, or receipt of public assistance.

Section Ten. Termination

This agreement may be terminated by either party upon ten (10) days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the other. In the event of such termination, due to the fault of others than consultant, the consultant shall be paid for services and expenses to the date of such termination.

The City may terminate this Agreement for the City's convenience and without cause upon giving the Consultant not less than ten (10) days written notice. Upon termination for convenience, the City shall pay Consultant its fees earned to the date of the notice of termination.

Section Eleven. Independent Contractor

In relationship to the City of Yankton, the status of the Consultant under and by virtue of this Agreement is that of independent contractor.

City of Yankton, SD

By:

Stephanie Moser, Mayor

RDG Planning & Design, Inc.

By:

Amy A. Haase, Principal

Memorandum #24-53

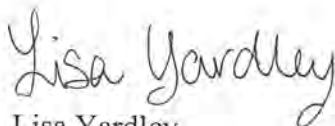
To: City Manager
From: Finance Department
Date: March 11, 2024
Subject: Special Events Alcoholic Beverage License
Applicant: Yankton Ribfest

Type of License:

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

The Finance Department has received a Special Events Alcoholic Beverage License Application for a Special On-sale Liquor License for one day, June 8, 2024, from Rock 'N' Rumble, Inc., d/b/a Yankton Ribfest, 3012 Mary Street, Yankton, South Dakota. The event will take place at: The block of 3rd Street between Cedar Street and Walnut Street, plus one half block West on 3rd Street to the alley, plus one half block East of Walnut Street to the alley and one half block North and South on Walnut and 3rd Streets.

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



Lisa Yardley
Finance Officer

Memorandum #24-57

To: City Commission
 From: Finance Officer
 Date: March 4, 2024
 Subject: Package Off-Sale Liquor License Sealed Bid

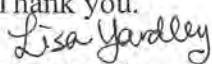
The Yankton City Commission adopted Resolution #23-52 authorizing a new 12th Package Off-Sale Liquor License to be issued in the municipality in the calendar year 2024, which has yet to be accomplished.

A draft sample of the public notice and bid packet proposal is attached. Note the minimum bid is \$50,000.00 plus a non-refundable application fee of \$100.00, per City Commission action on February 26, 2024. To establish these bid fees, the attached Resolution #24-14 must be approved per Yankton Municipal Code of Ordinances Section 3-23.

Please view the proposed timeline below:

March 11 th	Commission approves fee resolution & sealed bid timeline
March 15 th	Publish legal notice
April 12 th	Publish legal notice
May 16 th	Public Bid Opening – 3:00 P.M. at City Hall Meeting Room B
May 17 th	Send conditional award notification to the highest bidder Complete required checks and alcohol forms
May 28 th	Commission Meeting – Bid award & set date for the public hearing
June 10 th	Commission Meeting – Public hearing for Application for Sale of Alcoholic Beverages – Package Off-Sale Liquor License
June 11 th	Submit paperwork to the State of South Dakota

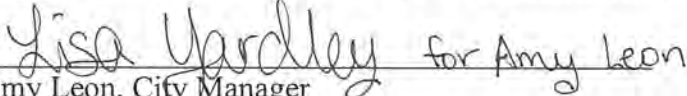
All revenues received will be deposited into the general fund. Once the bid is awarded by the City Commission, the normal alcohol licensing procedures will be followed. The annual renewal fee for this license is \$500.00 on a calendar year basis.

Thank you.

 Lisa Yardley
 Finance Officer

Recommendation: It is recommended that the City Commission approve Resolution #24-14, the Notice of Public Sale for a Package Off-Sale Liquor License, and authorize staff to proceed with the timeline set in Memorandum #24-57.

I concur with the above recommendation.

I do not concur with the above recommendation.


 Amy Leon, City Manager

Roll Call

RESOLUTION #24-14

PACKAGE OFF-SALE LIQUOR LICENSE BID FEES

WHEREAS, the City of Yankton has one available Package Off-sale Liquor License per Resolution #23-52; and

WHEREAS, the City of Yankton established a sealed bid process to select the new license owner for the 12th Package Off-sale Liquor License; and

WHEREAS, the Yankton Municipal Code of Ordinances Section 3-23(b) allows for a non-refundable application fee in an amount set by resolution; and

WHEREAS, the Yankton Municipal Code of Ordinances Section 3-23(d) permits a minimum bid for an on-sale or off-sale liquor license to be established by resolution; and

WHEREAS, on February 26, 2024, the City Commission discussed initiating this round of sealed bids with a \$50,000 minimum bid, plus a non-refundable application fee of \$100.

NOW, THEREFORE, BE IT RESOLVED that the Board of City Commissioners of Yankton, South Dakota do hereby approve on the 11th day of March 2024 to set the minimum bid at \$50,000, plus a non-refundable application fee of \$100, for the 12th Package Off-Sale Liquor License sealed bid process.

Adopted: This ____ day of March, 2024.

Stephanie Moser
Mayor

ATTEST:

Lisa Yardley
Finance Officer

**NOTICE OF PUBLIC SALE
PACKAGE OFF-SALE LIQUOR LICENSE**

NOTICE IS HEREBY GIVEN by the undersigned, Finance Officer, of the City of Yankton, South Dakota, that the one (1) Package Off-Sale Liquor License hereinafter described, held by the City of Yankton, will be conditionally awarded under sealed bids to the highest suitable bidder.

All sealed bids shall be made on a form available from the City. All sealed bids shall be conspicuously marked "SEALED BID—PACKAGE OFF-SALE LIQUOR LICENSE, BIDDER NAME, PROPOSED ADDRESS FOR LICENSE" and submitted in person to the City Finance Office, or designee, during normal business hours Monday through Friday, 8 a.m. to 5 p.m., by Thursday, May 16, 2024, at 3 p.m. The \$100 non-refundable bid application fee, payable to City of Yankton, shall be outside of the sealed envelope.

Sealed bids will be opened at 3 p.m. on Thursday, May 16, 2024, in the City Hall Meeting Room B, 416 Walnut Street, Yankton, SD. The public is welcome to attend.

The license type referred to and to be conditionally awarded is described as follows: One (1) Package Off-Sale Liquor License. This license allows the holders to sell any alcoholic beverage for consumption off the premise where sold. The minimum bid for the license shall be \$50,000.

The bidder providing the highest bid, based on the number of available off-sale liquor licenses as prescribed in SDCL 35-4-10 and Municipal Code of Ordinances Section 3-23, shall be notified in writing of their conditional award. The names and amounts of bids for those conditionally awarded will be published online within five (5) business days of the date on the written notice of the conditional award. The highest bidder will also be subject to the appropriate police, fire, and community development checks. Each officer/owner must successfully pass a background check.

The issuance of the license shall be conditioned upon the eligibility of the person or firm to hold the license, suitability of the proposed premises upon which the alcoholic beverages will be sold, active use of the license within 120 days of issuance, and compliance with all other state law and city ordinance requirements, including but not limited to applicable zoning, building, and property maintenance codes. The City Commission reserves the right to stipulate such other and further conditions for issuance of the license(s) as may be necessary and proper. If the highest bidder does not meet all conditions of Yankton Municipal Code of Ordinances Section 3-23, the next highest bid may be conditionally accepted in the same manner as the highest bid.

Bid forms are available from the City Finance Office at City Hall, or available online at www.cityofyankton.org.

The City reserves the right to reject any or all bids and has the right to waive any technicalities except those required by ordinance.

Lisa Yardley
Finance Officer



PACKAGE OFF-SALE LIQUOR LICENSE BIDDER'S PROPOSAL

Company Name: _____ Phone Number: _____

Mailing Address: _____

Email Address: _____

Bidder agrees to purchase a package off-sale liquor license from the City of Yankton at the following location and price:

Proposed Address for license: _____

Price (Bid): \$ _____ (minimum bid \$50,000)

The within proposal is based upon the conditions, stipulations, and specifications named in the notice of public sale of package off-sale liquor license, which notice and detailed specifications are made a part of this proposal as if written herein at length. If bidder receives notice of conditional award, the bid amount shall be submitted to the City Finance office, along with the uniform alcoholic beverage application, within ten business days from the date of the written notice of their conditional award. Signing this also hereby authorizes a comprehensive background check of all listed individuals on the bid's attachment.

Print Name and Title: _____

Signature: _____ Date: _____

Bidder must complete all information required above.

Bidder must provide an attachment listing the names and birthdates of all individuals that have a controlling interest in said company.

When complete, place in an envelope, seal, and write the following:

SEALED BID—OFF-SALE LIQUOR LICENSE
BIDDER NAME
PROPOSED ADDRESS FOR LICENSE

The \$100 bid application fee shall be attached to the outside of the sealed bid envelope.

*Bid Opening: May 16, 2024 at 3 p.m. CT
at City Hall Meeting Room B, 416 Walnut Street, Yankton, SD*

Memorandum #24-60

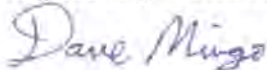
To: Amy Leon, City Manager
From: Dave Mingo, AICP Community and Economic Development Director
Subject: The Addition of Bro Brgr Bar to the Sales Tax Agreement and Development Agreement between the City of Yankton and Investinme, LLC dba Event Central
Date: March 5, 2024

The previously approved Performance Based Sales Tax Agreement and Development Agreement between the City, Investinme, LLC dba Event Central and Yankton Thrive includes a provision that requires City Commission action to add a relocating business. This provision was included to make sure that any business relocating to the former mall was doing so to expand their operations and not simply for lower rents for the same size and volume of business.

Bro Brgr Bar has moved from a small location downtown to a larger location at Event Central. By all appearances the new location has the capacity to substantially improve the business's volume of sales and thus, meets the criteria for inclusion / eligibility in the agreement. The agreement is also performance based with a monetary cap and sunset date so the addition of Bro Brgr Bar simply means the monetary cap could be reached sooner.

The rebate will continue to be provided with Yankton Thrive functioning as a pass-through agent. The process is supported in South Dakota Codified Law. Yankton Thrive would not receive any proceeds from the process.

Respectfully submitted,

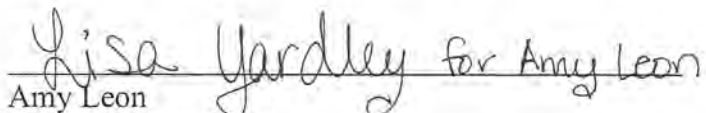


Dave Mingo, AICP
 Community and Economic Development Director

Recommendation: It is recommended that the City Commission approve Resolution #24-15 thereby including Bro Brgr Bar as an eligible business within the provisions of the Performance Based Sales Tax Agreement and Development Agreement.

I concur with this recommendation.

I do not concur with this recommendation.


 Amy Leon
 City Manager

RESOLUTION #24-15

**The Addition of a Relocated Business to the
Sales Tax Agreement and Development Agreement**

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

WHEREAS, the Yankton Board of City Commissioners previously approved an agreement with Investinme, LLC, dba Event Central and

WHEREAS, the inclusion of a business that has relocated from within the corporate limits requires City Commission approval, and

WHEREAS, Bro Brgr Bar's new location at Event Central has the capacity to substantially improve the business's volume of sales and thus, meets the criteria for inclusion / eligibility in the agreement.

NOW, THEREFORE, BE IT RESOLVED that the City will reimburse the owners of the property, Investinme, LLC dba Event Central via Yankton Thrive for sales tax collected at Bro Brgr Bar per the parameters set forth in the original agreement.

Adopted:

Stephanie Moser, Mayor

Attest:

Lisa Yardley, Finance Officer

Memorandum #24-61

To: Amy Leon, City Manager
From: Dave Mingo, AICP Community and Economic Development Director
Subject: Amendment Request to the Sales Tax Agreement and Development Agreement between the City of Yankton and Investinme, LLC
Date: March 6, 2024

Mr. Matt Evans, the owner of Investinme, LLC dba Event Central, has requested an amendment to the previously approved sale tax reimbursement agreement. The current agreement includes a performance-based one percent sales tax reimbursement with caps of \$500,000 or 10 years, whichever is reached first. The new request outlined in the attached correspondence from Mr. Evans is for a performance-based agreement amendment to a two percent rebate with caps of \$1.7 million or 20 years, whichever comes first.

Mr. Evans indicates that he has three national stores that have executed letters of intent if improvements are confirmed for the facility. The proposed improvements would include a new parking lot and complete remodels of 90,000 square feet of the structure. Mr. Evans states that he is in a time crunch to enter leases with the three businesses and the \$1.7 million budget shortfall described in his correspondence is needed to get the leases signed.

Staff is familiar with the three proposed business and, per Mr. Evans' request, will keep that information confidential until he goes public with the business names. We can state that the businesses fall within sectors where Yankton is experiencing retail leakage. That has been a past criteria for the consideration of the sales tax rebates.

There are several things to consider in the proposal. In no specific order they include:

- The \$1.7 million proposed cap for the types of improvements proposed seems reasonable. The goal of providing the performance-based rebate for the former mall has always been to help get the place looking good and help generate business activity on the site.
- The City Commission has never approved a two percent rebate. If approved, what message does that send to past recipients of one percent rebates and what precedent does that set for future requests.
- Based on the projected sales volumes provided in the correspondence, the \$1.7 million would be reached in a little over 11 years with the existing one percent rebate. The calculations indicate the continuation of the one percent would suffice if there was a time extension amendment. When discussed with Mr. Evans, his focus is on reaching the \$1.7 million cap as soon as possible to help with his financing gap.

The sales tax reimbursement incentive is one of the few tools in the toolbox we have to help promote retail businesses in Yankton. We are very pleased with the success the City has had using the tool for restaurants and other business sectors where we experience retail sales leakage.

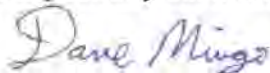
City staff is comfortable recommending approval of the increased cap to \$1.7 million to help get this project to the finish line. The proposed parking lot and remodeling improvements sound like they would help Mr. Evans while also meeting the goals for the site that the community has regularly discussed. We are also comfortable with extending the timeline to help make sure that Mr. Evan's reaches the proposed \$1.7 million cap before the reimbursement sunsets on a calendar basis.

Staff are less comfortable recommending approval of moving the percentage to two percent as requested. We recommend the Commission discuss the impacts of such an increase on past and future recipients. If approved, there should be a clear differentiation between this and other projects, and guidance that staff can provide when discussing future requests with developers.

The attached resolution lists the rebate at one percent in an effort to mirror past Commission direction. It also includes provisions that increase the cap amount and extend the timeframe as requested by Mr. Evans. The Commission has the ability to adjust the resolution at the meeting if so desired.

If approved, the rebate will continue to be provided with Yankton Thrive functioning as a pass-through agent. The process is supported in South Dakota Codified Law. Yankton Thrive does not receive any proceeds from the process.

Respectfully submitted,

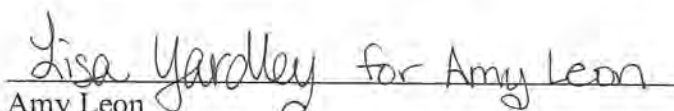


Dave Mingo, AICP
Community and Economic Development Director

Recommendation: It is recommended that the City Commission discuss the proposal and take action on the proposed sales tax rebate amendment request.

I concur with this recommendation.

I do not concur with this recommendation.


Amy Leon
City Manager

Roll Call

RESOLUTION #24-16

Sales Tax Agreement and Development Agreement Amendment

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

WHEREAS, on August 28, 2023, through the approval of Resolution #23-47 the Yankton Board of City Commissioners determined a need help facilitate the redevelopment of the former Yankton Mall now known as Event Central, located at 2101 Broadway Avenue on property legally described as:

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

WHEREAS, said agreement approved the reimbursement of one percent of the eligible sales tax paid for up to \$500,000 or for as long as 10-years, and

WHEREAS, the owner of Event Central is now planning further improvements to the facility and site and is requesting an amendment to raise the maximum reimbursement to a maximum total of \$1.7 million or for as long as 20-years, and

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

NOW, THEREFORE, BE IT RESOLVED that the City will reimburse the owners of the property, Investinme, LLC dba Event Central via Yankton Thrive one percent of the sales tax generated from eligible businesses on the described site up to a maximum of \$1.7 million or for as long as 20-years.

Adopted:

Stephanie Moser, Mayor

Attest:

Lisa Yardley, Finance Officer

To whom it may concern,

Hi my name is Matt Evans. I am requesting that the previously approved sales tax rebate amount of 1% with a maximum of \$500,000 for 10 years be revised. Within the last 8 months I have been negotiating with 3 national stores. I now have 3 signed letters of intent and I am working on finalizing the leases. In order for the stores to come to Yankton, the total construction cost that I will be responsible for is \$5,700,000. In order for me to be able to make this deal work, our construction costs must be no more than \$4,000,000. I am asking the city to revise the existing sales tax rebate from 1% with a maximum of \$500,000 to 2% with a maximum of \$1,700,000 and extend the existing time frame from 10 years to 20 years. This same 2% structure with the amount of money needed to get the construction done, was used in Mitchell SD to complete the new construction of TJ Maxx and 5 below to the old Mitchell Shopko. I would like to show these national stores that Yankton is open for business. I believe Yankton should be making the same deals as the surrounding cities, if not, even better deals to bring these national stores and other businesses here and promote growth in Yankton. If these 3 stores come to Yankton, the project will bring an estimated \$14,000,000-\$17,000,000 per year in additional retail sales. I believe Yankton is losing an enormous amount of sales tax revenue to Sioux Falls and other Cities, due to the fact that we no longer have as many national retail stores in our mall. This construction would entail a new parking lot and 3 complete remodels of 90,000 square feet. This decision will make the difference between these stores coming to Yankton or not. Chances are, this is our 1 and only shot to get these stores in Yankton. Please help me bring these 3 national stores to Yankton. I will work my hardest as well to do what it will take to restore the mall.

Memorandum #24-62

To: Amy Leon, City Manager
From: Dave Mingo, AICP Community and Economic Development Director
Subject: Planning Commission Action #24-TBD / Resolution #24-17
Date: March 6, 2024

PLAT REVIEW

ACTION NUMBER: 24-TBD

E.T.J. MEMBER ACTION REQUIRED: No

APPLICANT / OWNER: Ryan and Michelle List.

ADDRESS / LOCATION: North side of the 3200 Block of West 11th Street (reference attached plat location map).

PROPERTY DESCRIPTION: Plat of Paige Addition, in the E1/2 of the SW1/2 of Section 10, T93N, R56W of the 5th P.M., Yankton County, South Dakota.

ZONING DISTRICT: County jurisdiction.

PREVIOUS ACTION: None.

COMMENTS: The location of the proposed plat is in the City's three-mile plating jurisdiction per South Dakota Codified Law. This allows the City to require the creation of space for right-of-way along the extension of the planned street grid. The plat is not adjacent to the City's corporate limits, so the Subdivision Ordinance requirements do not apply.

This plat is not eligible to be approved as an administrative plat because the area has not been previously planned or platted. The proposal will be subject to county platting and land use approval requirements as it moves forward through that process.

The Planning Commission will be reviewing the plat earlier in the evening of March 11th and the results of that review will be verbally reported to the City Commission.

Staff recommends approval of the proposed plat.

SCHEDULE:

March 11, 2024: The Planning Commission reviews the plat and makes a recommendation to the City Commission.

March 11, 2024: The City Commission reviews the plat and makes a final decision.

Planning Commission results: The Planning Commission and City Commission will be acting on the item the same evening. The Planning Commission's recommendation will be verbally provided to the City Commission at the time of their action.

RESOLUTION #24-17

Plat

WHEREAS, it appears from an examination of the plat of Paige Addition, in the E1/2 of the SW1/2 of Section 10, T93N, R56W of the 5th P.M., Yankton County, South Dakota prepared by Thomas Lynn Week, a registered land surveyor in the state of South Dakota, and

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

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

Adopted:

Stephanie Moser, Mayor

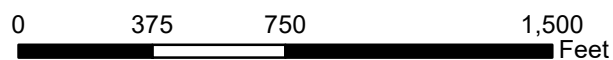
ATTEST:

Lisa Yardley, Finance Officer

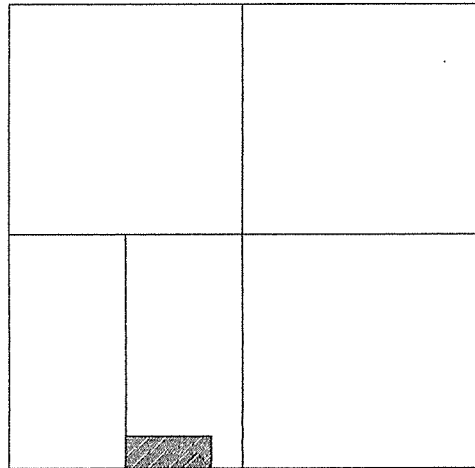
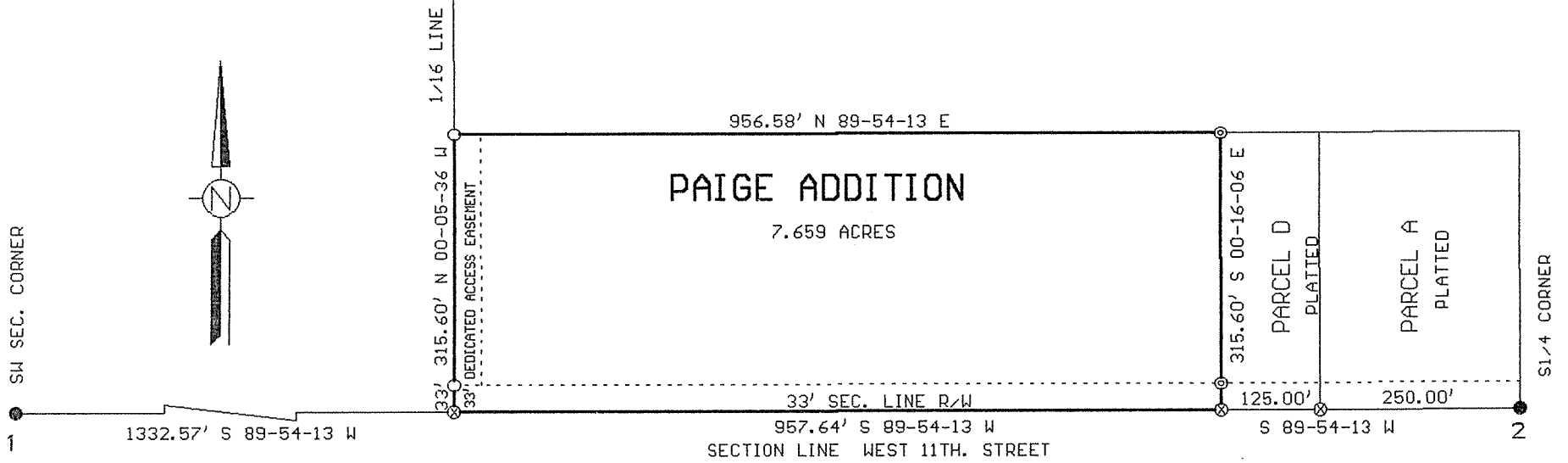


City of Yankton Plat Location Map

Plat of Paige Addition in the E1/2 of the SW1/4 of Section 10,
T93N R56W of the 5th P.M., Yankton County, South Dakota



PLAT OF PAIGE ADDITION, IN THE E1/2 OF THE SW1/4 OF SECTION 10, T93N, R56W OF THE 5TH. P.M., YANKTON COUNTY, SOUTH DAKOTA.



SECTION 10, T93N, R56W

SCALE :

- SET 5/8" REBAR WITH CAP STAMPED TOM WEEK LS 2912
- FOUND REBAR
- ⊙ FOUND REBAR WITH CAP
- ⊗ SET LARGE SPIKE

1 = LAT. 42-52-47.61436N, LONG 97-27-23.64804W
 2 = LAT. 42-52-47.68035N LONG. 97-26-47.85457W



SURVEYORS CERTIFICATE

I, THOMAS LYNN WEEK, REGISTERED LAND SURVEYOR IN YANKTON, SOUTH DAKOTA, HAVE AT THE DIRECTION OF THE OWNERS, MADE A SURVEY OF PAIGE ADDITION, IN THE E1/2 OF THE SW1/4 OF SECTION 10, T93N, R56W, OF THE 5TH. P.M., YANKTON COUNTY, SOUTH DAKOTA. I HAVE SET IRON PINS AS SHOWN, AND SAID SURVEY AND PLAT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

DATED THIS 22ND. DAY OF FEBRUARY, 2024.

THOMAS LYNN WEEK
 REGISTERED LAND SURVEYOR
 REG. NO. 2912

OWNERS CERTIFICATE

WE, MICHELLE LIST AND RYAN LIST, DO HEREBY CERTIFY THAT WE ARE THE ABSOLUTE AND UNQUALIFIED OWNERS OF THE ABOVE DESCRIBED PROPERTY: PAIGE ADDITION, IN THE E1/2 OF THE SW1/4 OF SECTION 10, T93N, R56W, OF THE 5TH. P.M., YANKTON COUNTY, SOUTH DAKOTA. THAT THE ABOVE SURVEY AND PLAT WAS MADE AT OUR REQUEST AND UNDER OUR DIRECTION FOR THE PURPOSE OF LOCATING, MARKING AND PLATTING THE SAME, AND THAT SAID PROPERTY IS FREE FROM ALL ENCUMBRANCES. THE DEVELOPMENT OF THIS LAND SHALL CONFORM TO ALL EXISTING APPLICABLE ZONING, SUBDIVISION AND EROSION AND SEDIMENT CONTROL REGULATIONS. WE ARE DEDICATING A 33 FOOT DEDICATED ACCESS EASEMENT ON THE WEST SIDE OF THIS ADDITION.

DATED THIS 26 DAY OF FEBRUARY, 2024.

RYAN LIST

MICHELLE LIST

STATE OF SOUTH DAKOTA
 COUNTY OF YANKTON

ON THIS 26th DAY OF FEBRUARY, 2024, BEFORE ME, THE UNDERSIGNED OFFICER, PERSONALLY APPEARED RYAN LIST AND MICHELLE LIST, KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND WHO ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES THEREIN CONTAINED.

MY COMMISSION EXPIRES 11/20/2027

NOTARY PUBLIC Ben Husman

RESOLUTION OF COUNTY PLANNING COMMISSION

BE IT RESOLVED BY THE YANKTON COUNTY PLANNING COMMISSION, THAT THE ABOVE PLAT REPRESENTING PAIGE ADDITION, IN THE E1/2 OF THE SW1/4 OF SECTION 10, T93N, R56W, OF THE 5TH. P.M., YANKTON COUNTY, SOUTH DAKOTA, BE AND THE SAME IS HEREBY APPROVED.

Memorandum #24-64

To: Amy Leon, City Manager
From: Dave Mingo, Community and Economic Development Director
Subject: Property on the SE Corner of the Intersection of 6th Street and Walnut Street
Date: March 5, 2024

We have been contacted by a representative of the Episcopal Church regarding their process to sell property they own. The property is the empty lot located on the southeast corner of the intersection of 6th Street and Walnut Street. They are aware of the City's facility planning efforts and other circumstances that may lead to the City having interest in acquiring the parcel.

Their asking price is \$35,000. We are confident that is a reasonable price for property. They have already been offered that amount but wished to provide the City an opportunity to consider the parcel.

About the parcel:

- Size - 13,200 square feet.
- It is platted as two lots – Lots 1 and 2 of Block 50, Todd's Addition to the City of Yankton.
- It is zoned R-4 Multiple Family.
- The east 25 feet is paved and functions as an 8 or 9 car parking area off the alley.
- The property is located across the street to the east of the Yankton Community Library and one block north of City Hall.

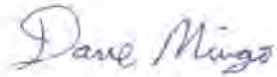
The property size and location could very likely have future value for the City. We are in the process of determining the future of the library, and any surrounding property that becomes available should be discussed to keep all options open. Additionally, the location is within a several block area that experiences a shortage of parking during business hours.

The contact from the church included a request that they continue to have access to the paved area for parking for church activities until such a time the City develops the site, or resells the parcel. If approved, we do not see this as an issue because if it was owned by the City, the parking would be public anyway and their request is not for exclusive rights.

If approved, the purchase would be through Yankton Thrive to provide us with the flexibility needed for this type of transfer. As always, we are appreciative that Yankton Thrive is willing to serve as a pass through and not benefit financially from the transactions.

If approved, it is recommended that the funds come from the contingency budget as this was an unforeseen opportunity at the time the budget was created. There will also be some nominal title transfer-related costs.

Respectfully submitted,

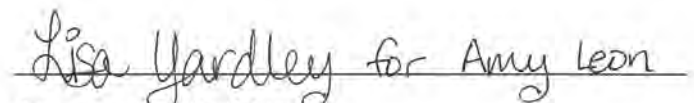


Dave Mingo, AICP
Community and Economic Development Director

Recommendation: It is recommended that the City Commission consider Resolution #24-18 and, if approved, further authorize the City Manager to execute all associated documents.

I concur with this recommendation.

I do not concur with this recommendation.



Amy Leon, City Manager

Roll Call

RESOLUTION #24-18

WHEREAS, the City of Yankton desires to acquire Lots 1 and 2 of Block 50, Todd's Addition to the City of Yankton, South Dakota containing 13,200 square feet more or less, and

WHEREAS, Yankton Thrive will offer to purchase the described property from the current owner for \$35,000 as described in the associated Memorandum #24-64, and

WHEREAS, Yankton Thrive will transfer the described property to the City of Yankton for \$35,000 as described in the associated Memorandum #24-64.

NOW, THEREFORE BE IT RESOLVED by the Board of City Commissioners of the City of Yankton, South Dakota, hereby agrees to acquire the described property as herein identified, and

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

Lots 1 and 2 of Block 50, Todd's Addition to the City of Yankton, South Dakota.

Adopted:

Stephanie Moser, Mayor

ATTEST:

Lisa Yardley, Finance Officer

Proposed Property Acquisition Location Map



Proposed Property Acquisition Location

Memorandum #24-45

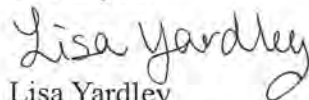
To: City Commission
From: Finance Officer
Date: March 4, 2024
Subject: Mayor's Appointments to Consolidated Board of Equalization

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 (Mike Villanueva, Ben Brunick, and Jerry Webber served in 2023 with Bridget Benson as the alternate) and one member of the Yankton School Board.

The Board set April 9, 2024 at 10:00 A.M. for opening board adjustment and April 19, 2024 starting at 10:00 A.M. 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.



Lisa Yardley
Finance Officer

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


 Amy Leon
City Manager

Memorandum #24-50

To: Amy Leon, City Manager
 From: Adam Haberman, PE, Public Works Director
 Subject: Pipeline License Agreement with BNSF
 Date: February 22, 2024

Attached is a pipeline license agreement with BNSF Railway Company for the Gehl Drive extension project. The proposed sanitary sewer route will cross the BNSF right-of-way approximately 2300 feet east of the Highway 50 and Ferdig Street intersection. A 30-inch steel casing pipe and a 20" PVC sanitary sewer carrier pipe will be bored under the BNSF right-of-way. BNSF requires the City of Yankton to obtain a BNSF pipeline license to place the sanitary sewer pipe in their right-of-way. As outlined in the pipeline license agreement, there is a \$750.00 contract fee and a \$1,266.00 BNSF blanket railroad protective liability insurance policy fee that will be submitted with the agreement. City staff recommend approval of the pipeline license agreement with BNSF for the Gehl Drive extension project.

Respectfully submitted,

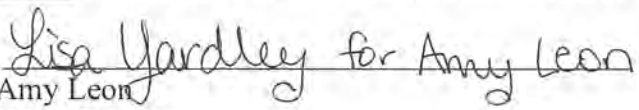


Adam Haberman, PE
 Public Works Director

Recommendation: It is recommended that the City Commission approve the attached agreement and authorize the City Manager or her designee to enter into the Agreement with BNSF as detailed in Memorandum #24-50.

I concur with this recommendation.

I do not concur with this recommendation.


 Amy Leon
 City Manager

Roll Call



Jones Lang LaSalle Brokerage, Inc
2650 Lou Menk Drive – MOB2
Fort Worth, Texas 76131
tel +1 817-352-6494

February 22, 2024

Tracking #23W-18173

City of Yankton
Attention: Adam Haberman
416 Walnut St
Yankton, SD 57078

Dear Haberman:

Attached please find a copy of the requested contract for execution by an official authorized to execute contract agreements on behalf of your company Please provide one (1) signed copy for completion on BNSF's part, along with the following requirements:

- Online payment through RP site in the amount of \$750.00 payable to BNSF Railway Company which covers the contract fee.

*****If there are any issues with your insurance, you will be contacted by a member of the Risk Management team of BNSF Railway*****

1. Please have ready for Risk Management a Certificate of Insurance as required in the agreement.
2. A **separate policy** for Railroad Protective Liability Insurance as required in the agreement (**ORIGINAL POLICY MUST BE PROVIDED**). BNSF Railway Company will be the only insured party; OR;

In lieu of providing a separate policy for Railroad Protective Liability Insurance, you may participate in the BNSF's Railroad Protective Policy by checking the appropriate box in the contract and including an additional \$1266.00 with your online payment.

Acceptance and deposit of any check by BNSF does not constitute an agreement between BNSF and Licensee for the requested license. BNSF shall not be obligated to hold the check in a separate fund, but may commingle the funds with other funds of BNSF, and in no event shall BNSF be responsible for interest on said funds.

The enclosed permit is not a binding agreement and shall become binding only when, and if, it is executed by you and fully approved and executed by BNSF Railway Company. Upon completion on behalf of BNSF, one fully executed counterpart will be returned for your records.

The specifications/plans you provided may differ from BNSF's minimum specification requirements. Therefore, prior to your installation, please review the Exhibit A to determine the specifications necessary for your installation.

Sincerely,

Cory Anderson
Cory Anderson
Permit Manager

Attachment

PIPELINE LICENSE
(SOUTH DAKOTA UTILITY)

THIS PIPELINE LICENSE ("**License**") is made to be effective _____, 2024 (the "**Effective Date**") by and between **BNSF RAILWAY COMPANY**, a Delaware corporation ("**Licensor**") and **CITY OF YANKTON**, a South Dakota ("**Licensee**").

In consideration of the mutual covenants contained herein, the parties agree to the following:

GENERAL

1. Licensor hereby grants Licensee a non-exclusive license, subject to all rights, interests, and estates of third parties, including, without limitation, any leases, use rights, easements, liens, or other encumbrances, and upon the terms and conditions set forth below, to construct and maintain, in strict accordance with the drawings and specifications approved by Licensor as part of Licensee's application process (the "**Drawings and Specifications**"), One (1) pipeline, 20 inches in diameter inside a 30 inch Steel casing (collectively, the "**Pipeline**"), across or along Licensor's rail corridor at or near the station of Yankton,, County of Yankton, State of South Dakota, Line Segment 2001, Mile Post 573.55 as shown on the attached Drawing No. 88428, dated February 9, 2024, attached hereto as **Exhibit "A"** and incorporated herein by reference (the "**Premises**").
2. **Term**. This License shall commence on the Effective Date and shall continue as a permanent use right, unless otherwise terminated as provided for herein.
3. **Existing Improvements**. Licensee shall not disturb any improvements of Licensor or Licensor's existing lessees, licensees, easement beneficiaries or lien holders, if any, or interfere with the use, repair, maintenance or replacement of such improvements.
4. **Use of the Premises**. Licensee shall use the Premises solely for construction, maintenance, and use of the Pipeline in accordance with the Drawings and Specifications. The Pipeline shall carry Sanitary Sewer, and Licensee shall not use the Pipeline to carry any other material or use the Premises for any other purpose.
5. **Alterations**. Except as set forth in this License, Licensee may not make any alterations to the Premises or permanently affix anything to the Premises or any buildings or other structures adjacent to the Premises without Licensor's prior written consent.

COMPENSATION

6. **License Fee**. Licensee shall pay Licensor, prior to the Effective Date, a one-time payment (in lieu of recurring periodic fixed license fees) in the amount of Seven Hundred, Fifty and No/100 Dollars (\$750.00) as compensation for the use of the Premises. Notwithstanding the foregoing, however, Licensor and Licensee acknowledge and agree that Licensee shall not be required to pay to Licensor the aforementioned compensation when the Line is located within a section line, public road or highway, public streets, alleys or public grounds (as defined by South Dakota law).
7. **Costs and Expenses**.
 - 7.1 For the purpose of this License, "cost" or "costs" and "expense" or "expenses" includes, but is not limited to, actual labor and material costs including all assignable additives, and material and supply costs at current value where used.

- 7.2 Licensee agrees to reimburse Licensor (pursuant to the terms of **Section 8** below) for all costs and expenses incurred by Licensor in connection with Licensee's use of the Premises or the presence, construction and maintenance of the Pipeline, including but not limited to the furnishing of Licensor's flaggers and any vehicle rental costs incurred. Licensee shall bear the cost of flagger services and other safety measures provided by Licensor, when deemed necessary by Licensor's representative. Flagging **costs** shall include, but not be limited to, the following: pay for at least an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays (as applicable); vacation allowance; paid holidays (as applicable); railway and unemployment insurance; public liability and property damage insurance; health and welfare benefits; transportation; meals; lodging and supervision. **Negotiations for railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase flagging rates. Flagging rates in effect at the time of performance by the flaggers will be used to calculate the flagging costs pursuant to this Section 7.**
8. Payment Terms. All invoices are due thirty (30) days after the date of invoice. If Licensee fails to pay any monies due to Licensor within thirty (30) days after the invoice date, then Licensee shall pay interest on such unpaid sum from the due date until paid at an annual rate equal to the lesser of (i) the prime rate last published in *The Wall Street Journal* in the preceding December plus two and one-half percent (2-1/2%), or (ii) the maximum rate permitted by law.

LICENSOR'S RESERVED RIGHTS

9. Reserved Rights of Use. Licensor excepts and reserves the right, to be exercised by Licensor and any other parties who may obtain written permission or authority from Licensor:
- 9.1 to maintain, use, operate, repair, replace, modify and relocate any utility, power or communication pipe/lines/cables and appurtenances (other than the Pipeline) and other facilities or structures of like character upon, over, under or across the Premises existing as of the Effective Date;
- 9.2 to construct, maintain, renew, use, operate, change, modify and relocate any tracks or additional facilities, structures and related appurtenances upon, over, under or across the Premises; or
- 9.3 to use the Premises in any manner as Licensor in its sole discretion deems appropriate, provided Licensor uses all commercially reasonable efforts to avoid material interference with the use of the Premises by Licensee for the purpose specified in **Section 4** above.
10. Right to Require Relocation. If at any time during the term of this License, Licensor desires the use of its rail corridor in such a manner as would, in Licensor's reasonable opinion, be interfered with by the Pipeline, Licensee shall, at its sole expense, within thirty (30) days after receiving written notice from Licensor to such effect, make such changes in the Pipeline as in the sole discretion of Licensor may be necessary to avoid interference with the proposed use of Licensor's rail corridor, including, without limitation, the relocation of the Pipeline, or the construction of a new pipeline to replace the Pipeline. Notwithstanding the foregoing, Licensee agrees to make all emergency changes and minor adjustments, as determined by Licensor in its sole discretion, to the Pipeline promptly upon Licensor's request.

LICENSEE'S OPERATIONS

11. Construction and Maintenance of the Pipeline.
- 11.1 Licensee shall notify Licensor's Roadmaster, at 503 EAST 8TH STREET SIOUX FALLS, SD 57103, telephone 605-373-4310, at least ten (10) business days prior to installation of the Pipeline and prior

to entering the Premises for any subsequent maintenance thereon. In the event of emergency, Licensee shall notify Licensor of Licensee's entry onto the Premises at the telephone number above as soon as practicable and shall promptly thereafter follow up with written notice of such entry.

- 11.2 Licensee's on-site supervisors shall retain/maintain a fully executed copy of this License at all times while on the Premises.
- 11.3 While on the Premises, Licensee shall use only public roadways to cross from one side of Licensor's tracks to the other.
- 11.4 Any contractors or subcontractors performing work on the Pipeline or entering the Premises on behalf of Licensee shall be deemed servants and agents of Licensee for purposes of this License.
- 11.5 Under no conditions shall Licensee be permitted to conduct any tests, investigations or any other activity using mechanized equipment and/or machinery, or place or store any mechanized equipment, tools or other materials, within twenty-five (25) feet of the centerline of any railroad track on the Premises unless Licensee has obtained prior written approval from Licensor. Licensee shall, at its sole cost and expense, perform all activities on and about the Premises in such a manner as not at any time to endanger or interfere with (i) the existence or use of present or future tracks, roadbeds, or property of Licensor, (ii) the safe operation and activities of Licensor or existing third parties, or (iii) the rights or interests of third parties. If ordered to cease using the Premises at any time by Licensor's personnel due to any hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right of Licensor, the parties agree that Licensor has no duty or obligation to monitor Licensee's use of the Premises to determine the safe nature thereof, it being solely Licensee's responsibility to ensure that Licensee's use of the Premises is safe. Neither the exercise nor the failure by Licensor to exercise any rights granted in this Section will alter the liability allocation provided by this License.
- 11.6 Licensee shall, at its sole cost and expense, construct and maintain the Pipeline in such a manner and of such material that the Pipeline will not at any time endanger or interfere with (i) the existence or use of present or future tracks, roadbeds, or property of Licensor, (ii) the safe operation and activities of Licensor or existing third parties, or (iii) the rights or interests of third parties. The construction of the Pipeline shall be completed within one (1) year of the Effective Date, and any subsequent maintenance shall be completed within one (1) year of initiation. Within fifteen (15) days after completion of the construction of the Pipeline or the performance of any subsequent maintenance thereon, Licensee shall, at Licensee's own cost and expense, restore the Premises to substantially their state as of the Effective Date, unless otherwise approved in advance by Licensor in writing. On or before expiration or termination of this License for any reason, Licensee shall, at its sole cost and expense, surrender the Premises to Licensor pursuant to the terms and conditions set forth in **Section 24** hereof.
- 11.7 Licensor may direct one or more of its field engineers to observe or inspect the construction and/or maintenance of the Pipeline at any time for compliance with the Drawings and Specifications and Legal Requirements (defined below). If ordered at any time to halt construction or maintenance of the Pipeline by Licensor's personnel due to non-compliance with the Drawings and Specifications or any other hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right of Licensor, the parties agree that Licensor has no duty or obligation to observe or inspect, or to halt work on, the Pipeline, it being solely Licensee's responsibility to ensure that the Pipeline is constructed and maintained in strict accordance with the Drawings and Specifications and in a safe and workmanlike manner in compliance with all terms hereof. Neither the exercise of, nor the failure by Licensor to exercise, any right granted by this Section will alter in any way the liability allocation

provided by this License. If at any time Licensee shall, in the sole judgment of Licensor, fail to properly perform its obligations under this **Section 11**, Licensor may, at its option and at Licensee's sole expense, arrange for the performance of such work as it deems necessary for the safety of its operations and activities. Licensee shall promptly reimburse Licensor for all costs and expenses of such work, pursuant to the terms of **Section 8**. Licensor's failure to perform any obligations of Licensee shall not alter the liability allocation hereunder.

- 11.8 When approved in advance by Licensor, for any horizontal directional drilling ("HDD") the cutting head must travel at 0.0% grade (or downward) beginning 25' (minimum) from centerline of track until it reaches a point 25' (minimum) from the centerline of track. Minimum pressure must be applied to pumping the slurry to the cutting head during drilling. This will deter the bentonite slurry used for lubrication from seeping up and fouling the track roadbed. A Flagman must be present during installation and will monitor the ballast and roadbed.

12. Boring and Excavation.

- 12.1 Prior to Licensee conducting any boring, excavation, or similar work on or about any portion of the Premises, Licensee shall explore the proposed location for such work with hand tools to a depth of at least three (3) feet below the surface of the ground to determine whether pipelines or other structures exist below the surface, provided, however, that in lieu of the foregoing, Licensee shall have the right to use suitable detection equipment or other generally accepted industry practice (e.g., consulting with the Underground Services Association) to determine the existence or location of pipelines and other subsurface structures prior to drilling or excavating with mechanized equipment. Licensee may request information from Licensor concerning the existence and approximate location of Licensor's underground lines, utilities, and pipelines at or near the vicinity of the proposed Pipeline by contacting Licensor's Telecommunications Helpdesk at least thirty (30) business days prior to installation of the Pipeline. Upon receiving Licensee's timely request, Licensor will provide Licensee with the information Licensor has in its possession regarding any existing underground lines, utilities, and pipelines at or near the vicinity of the proposed Pipeline and, if applicable, identify the location of such lines on the Premises pursuant to Licensor's standard procedures. Licensor does not warrant the accuracy or completeness of information relating to subsurface conditions of the Premises and Licensee's operations will be subject at all times to the liability provisions herein.
- 12.2 For all bores greater than 26-inch diameter and at a depth less than 10.0 feet below bottom of rail, a soil investigation must be performed by Licensee and reviewed by Licensor prior to construction. This study is to determine if granular material is present, and to prevent subsidence during the installation process. If the investigation determines in Licensor's reasonable opinion that granular material is present, Licensor may select a new location for Licensee's use, or may require Licensee to furnish for Licensor's review and approval, in Licensor's sole discretion, a remedial plan to deal with the granular material. Once Licensor has approved any such remedial plan in writing, Licensee shall, at Licensee's sole cost and expense, carry out the approved plan in accordance with all terms thereof and hereof.
- 12.3 Any open hole, boring, or well constructed on the Premises by Licensee shall be safely covered and secured at all times when Licensee is not working in the actual vicinity thereof. Following completion of that portion of the work, all holes or borings constructed on the Premises by Licensee shall be:

12.3.1 filled in to surrounding ground level with compacted bentonite grout; or

- 12.3.2 otherwise secured or retired in accordance with any applicable Legal Requirement. No excavated materials may remain on Licensor's property for more than ten (10) days, but must be properly disposed of by Licensee in accordance with applicable Legal Requirements.

LIABILITY AND INSURANCE

13. Liability and Indemnification.

- 13.1 For purposes of this License: (a) "**Indemnitees**" means Licensor and Licensor's affiliated companies, partners, successors, assigns, legal representatives, officers, directors, shareholders, employees, and agents; (b) "**Liabilities**" means all claims, liabilities, fines, penalties, costs, damages, losses, liens, causes of action, suits, demands, judgments, and expenses (including, without limitation, court costs, reasonable attorneys' fees, costs of investigation, removal and remediation, and governmental oversight costs) environmental or otherwise; and (c) "**Licensee Parties**" means Licensee or Licensee's officers, agents, invitees, licensees, employees, or contractors, or any party directly or indirectly employed by any of them, or any party they control or exercise control over.
- 13.2 **TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS INDEMNITEES FOR, FROM, AND AGAINST ANY AND ALL LIABILITIES OF ANY NATURE, KIND, OR DESCRIPTION DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM, OR RELATED TO (IN WHOLE OR IN PART):**
- 13.2.1 **THIS LICENSE, INCLUDING, WITHOUT LIMITATION, ITS ENVIRONMENTAL PROVISIONS,**
- 13.2.2 **ANY RIGHTS OR INTERESTS GRANTED PURSUANT TO THIS LICENSE,**
- 13.2.3 **LICENSEE'S OCCUPATION AND USE OF THE PREMISES,**
- 13.2.4 **THE ENVIRONMENTAL CONDITION AND STATUS OF THE PREMISES CAUSED BY OR CONTRIBUTED TO BY LICENSEE, OR**
- 13.2.5 **ANY ACT OR OMISSION OF ANY LICENSEE PARTY.**
- 13.3 **TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE NOW AND FOREVER WAIVES ANY AND ALL CLAIMS THAT BY VIRTUE OF ENTERING INTO THIS LICENSE, LICENSOR IS A GENERATOR, OWNER, OPERATOR, ARRANGER, OR TRANSPORTER FOR THE PURPOSES OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT, AS AMENDED ("CERCLA") OR OTHER ENVIRONMENTAL LAWS (DEFINED BELOW). LICENSEE WILL INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FROM ANY AND ALL SUCH CLAIMS. NOTHING IN THIS LICENSE IS MEANT BY EITHER PARTY TO CONSTITUTE A WAIVER OF ANY INDEMNITEE'S COMMON CARRIER DEFENSES AND THIS LICENSE SHOULD NOT BE SO CONSTRUED. IF ANY AGENCY OR COURT CONSTRUES THIS LICENSE TO BE A WAIVER OF ANY INDEMNITEE'S COMMON CARRIER DEFENSES, LICENSEE AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND INDEMNITEES FOR ANY LIABILITIES RELATED TO THAT CONSTRUCTION OF THIS LICENSE. IN NO EVENT AS BETWEEN LICENSOR AND LICENSEE AS TO USE OF THE PREMISES AS CONTEMPLATED BY THIS LICENSE SHALL LICENSOR BE RESPONSIBLE TO LICENSEE FOR THE ENVIRONMENTAL CONDITION OF THE PREMISES.**

- 13.4 **IF ANY EMPLOYEE OF ANY LICENSEE PARTY ASSERTS THAT HE OR SHE IS AN EMPLOYEE OF ANY INDEMNITEE, TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FROM AND AGAINST ANY LIABILITIES ARISING OUT OF OR RELATED TO (IN WHOLE OR IN PART) ANY SUCH ASSERTION INCLUDING, BUT NOT LIMITED TO, ASSERTIONS OF EMPLOYMENT BY AN INDEMNITEE RELATED TO THE FOLLOWING OR ANY PROCEEDINGS THEREUNDER: THE FEDERAL EMPLOYERS' LIABILITY ACT, THE SAFETY APPLIANCE ACT, THE LOCOMOTIVE INSPECTION ACT, THE OCCUPATIONAL SAFETY AND HEALTH ACT, THE RESOURCE CONSERVATION AND RECOVERY ACT, AND ANY SIMILAR STATE OR FEDERAL STATUTE.**
- 13.5 **THE FOREGOING OBLIGATIONS OF LICENSEE SHALL NOT APPLY TO THE EXTENT LIABILITIES ARE PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE, BUT SHALL APPLY TO ALL OTHER LIABILITIES, INCLUDING THOSE ARISING FROM OR ATTRIBUTED TO ANY OTHER ALLEGED OR ACTUAL NEGLIGENCE, INTENTIONAL ACTS, OR STRICT LIABILITY OF ANY INDEMNITEE.**
- 13.6 Upon written notice from Licensor, Licensee agrees to assume the defense of any lawsuit or other proceeding brought against any Indemnitee by any entity, relating to any matter covered by this License for which Licensee has an obligation to assume liability for and/or save and hold harmless any Indemnitee. Licensee shall pay all costs and expenses incident to such defense, including, but not limited to, reasonable attorneys' fees, investigators' fees, litigation and appeal expenses, settlement payments, and amounts paid in satisfaction of judgments.
14. Personal Property Risk of Loss. **ALL PERSONAL PROPERTY, INCLUDING, BUT NOT LIMITED TO, FIXTURES, EQUIPMENT, OR RELATED MATERIALS UPON THE PREMISES WILL BE AT THE RISK OF LICENSEE ONLY, AND NO INDEMNITEE WILL BE LIABLE FOR ANY DAMAGE THERETO OR THEFT THEREOF, WHETHER OR NOT DUE IN WHOLE OR IN PART TO THE NEGLIGENCE OF ANY INDEMNITEE.**
15. Insurance. Licensee shall, at its sole cost and expense, procure and maintain during the life of this License the following insurance coverage:
- 15.1 Commercial General Liability Insurance. This insurance shall contain broad form contractual liability with a combined minimum of \$1,000,000 each occurrence and an aggregate limit of at least \$2,000,000 but in no event shall less than the amount otherwise carried by Licensee.

Coverage must be purchased on a post 2004 ISO occurrence or equivalent and include coverage for, but not limited to, the following:

- Bodily Injury and Property Damage
- Personal Injury and Advertising Injury
- Fire legal liability
- Products and completed operations

This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- The definition of insured contract shall be amended to remove any exclusion or other limitation for any work being done within 50 feet of railroad property.
- Waiver of subrogation in favor of and acceptable to Licensor.

- Additional insured endorsement in favor of and acceptable to Licensor and Jones Lang LaSalle Brokerage, Inc.
- Separation of insureds.
- The policy shall be primary and non-contributing with respect to any insurance carried by Licensor.

It is agreed that the workers' compensation and employers' liability related exclusions in the Commercial General Liability Insurance policy(s) required herein are intended to apply to employees of the policy holder and shall not apply to Licensor's employees.

No other endorsements limiting coverage may be included on the policy.

- 15.2 Business Automobile Insurance. This insurance shall contain a combined single limit of at least \$1,000,000, and include coverage for, but not limited to the following:

- Bodily injury and property damage.
- Any and all vehicles owned, used or hired.

This policy shall also contain the following endorsements, which shall be indicated on the certificate of insurance:

- Waiver of subrogation in favor of and acceptable to Licensor.
- Additional insured endorsement in favor of and acceptable to Licensor.
- Separation of insureds.
- The policy shall be primary and non-contributing with respect to any insurance carried by Licensor.

- 15.3 Workers' Compensation and Employers' Liability Insurance. This insurance shall include coverage for, but not limited to:

- Licensee's statutory liability under the workers' compensation laws of the state(s) in which the services are to be performed. If optional under state laws, the insurance must cover all employees anyway.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.

This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- Waiver of subrogation in favor of and acceptable to Licensor.

- 15.4 Railroad Protective Liability Insurance. This insurance shall name only Licensor as the Insured with coverage of at least \$2,000,000 per occurrence and \$6,000,000 in the aggregate. The coverage obtained under this policy shall only be effective during the initial installation and/or construction of the Pipeline. **THE CONSTRUCTION OF THE PIPELINE SHALL BE COMPLETED WITHIN ONE (1) YEAR OF THE EFFECTIVE DATE.** If further maintenance of the Pipeline is needed at a later date, an additional Railroad Protective Liability Insurance Policy shall be required.

The policy shall be issued on a standard ISO form CG 00 35 12 03 and include the following:

- Endorsed to include the Pollution Exclusion Amendment.
- Endorsed to include the Limited Seepage and Pollution Endorsement.
- Endorsed to include Evacuation Expense Coverage Endorsement.
- No other endorsements restricting coverage may be added.

- The original policy must be provided to Licensor prior to performing any work or services under this License.
- Definition of "Physical Damage to Property" shall be endorsed to read: "means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured's care, custody and control arising out of the acts or omissions of the contractor named on the Declarations."

In lieu of providing a Railroad Protective Liability Policy, for a period of one (1) year from the Effective Date, Licensee may participate in Licensor's Blanket Railroad Protective Liability Insurance Policy available to Licensee or its contractor. The limits of coverage are the same as above. The cost is \$1266.00.

I **elect** to participate in Licensor's Blanket Policy;

I **elect not** to participate in Licensor's Blanket Policy.

15.5 Pollution Legal Liability (PLL) Insurance. Intentionally deleted.

15.6 Other Requirements:

- 15.6.1 Where allowable by law, all policies (applying to coverage listed above) shall contain no exclusion for punitive damages.
- 15.6.2 Licensee agrees to waive its right of recovery against Licensor for all claims and suits against Licensor. In addition, Licensee's insurers, through the terms of the policy or a policy endorsement, must waive their right of subrogation against Licensor for all claims and suits, and the certificate of insurance must reflect the waiver of subrogation endorsement. Licensee further waives its right of recovery, and its insurers must also waive their right of subrogation against Licensor for loss of Licensee's owned or leased property, or property under Licensee's care, custody, or control.
- 15.6.3 Licensee is not allowed to self-insure without the prior written consent of Licensor. If granted by Licensor, any self-insured retention or other financial responsibility for claims shall be covered directly by Licensee in lieu of insurance. Any and all Licensor liabilities that would otherwise, in accordance with the provisions of this License, be covered by Licensee's insurance will be covered as if Licensee elected not to include a self-insured retention or other financial responsibility for claims.
- 15.6.4 Prior to entering the Premises, Licensee shall furnish to Licensor an acceptable certificate(s) of insurance including an original signature of the authorized representative evidencing the required coverage, endorsements, and amendments. Licensee shall notify Licensor in writing at least 30 days prior to any cancellation, non-renewal, substitution, or material alteration. In the event of a claim or lawsuit involving Licensor arising out of this License, Licensee will make available any required policy covering such claim or lawsuit.
- 15.6.5 Any insurance policy shall be written by a reputable insurance company acceptable to Licensor or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.
- 15.6.6 If coverage is purchased on a "claims made" basis, Licensee hereby agrees to maintain coverage in force for a minimum of three years after expiration or termination of this

License. Annually, Licensee agrees to provide evidence of such coverage as required hereunder.

- 15.6.7 Licensee represents that this License has been thoroughly reviewed by Licensee's insurance agent(s)/broker(s), who have been instructed by Licensee to procure the insurance coverage required by this License. Allocated Loss Expense shall be in addition to all policy limits for coverages referenced above.
- 15.6.8 Not more frequently than once every five years, Licensor may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.
- 15.6.9 If any portion of the operation is to be subcontracted by Licensee, Licensee shall require that the subcontractor shall provide and maintain insurance coverages as set forth herein, naming Licensor as an additional insured, and shall require that the subcontractor shall release, defend and indemnify Licensor to the same extent and under the same terms and conditions as Licensee is required to release, defend and indemnify Licensor herein.
- 15.6.10 Failure to provide evidence as required by this **Section 15** shall entitle, but not require, Licensor to terminate this License immediately. Acceptance of a certificate that does not comply with this Section shall not operate as a waiver of Licensee's obligations hereunder.
- 15.6.11 The fact that insurance (including, without limitation, self-insurance) is obtained by Licensee shall not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this License. Damages recoverable by Licensor shall not be limited by the amount of the required insurance coverage.
- 15.6.12 These insurance provisions are intended to be a separate and distinct obligation on the part of the Licensee. Therefore, these provisions shall be enforceable and Licensee shall be bound thereby regardless of whether or not indemnity provisions are determined to be enforceable.
- 15.6.13 For purposes of this **Section 15**, Licensor shall mean "Burlington Northern Santa Fe, LLC", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

COMPLIANCE WITH LAWS, REGULATIONS, AND ENVIRONMENTAL MATTERS

16. Compliance with Laws, Rules, and Regulations.

- 16.1 Licensee shall observe and comply with any and all laws, statutes, regulations, ordinances, orders, covenants, restrictions, or decisions of any court of competent jurisdiction ("**Legal Requirements**") relating to the construction, maintenance, and use of the Pipeline and the use of the Premises.
- 16.2 Prior to entering the Premises, Licensee shall and shall cause its contractor(s) to comply with all of Licensor's applicable safety rules and regulations. Licensee must ensure that each of its employees, contractors, agents or invitees entering upon the Premises completes the safety orientation program at the Website "*www.BNSFcontractor.com*" (the "**Safety Orientation**") within one year prior to entering upon the Premises. Additionally, Licensee must ensure that each and every employee of Licensee, its contractors, agents and invitees possess a card certifying completion of the Safety

Orientation prior to entering upon the Premises. Licensee must renew the Safety Orientation annually.

- 16.3 Licensee shall obtain on or before the date it or its contractor enters the Premises, any and all additional rights-of way, easements, licenses and other agreements relating to the grant of rights and interests in and/or access to the Premises (collectively, the "**Rights**") and such other rights, licenses, permits, authorizations, and approvals (including without limitation, any necessary local, state, federal or tribal authorizations and environmental permits) that are necessary in order to permit Licensee to construct, maintain, own and operate the Pipeline and otherwise to perform its obligations hereunder in accordance with the terms and conditions hereof.
- 16.4 Licensee shall either require that the initial stated term of each such Rights be for a period that does not expire, in accordance with its ordinary terms, prior to the last day of the term of this License or, if the initial stated term of any such Right expires in accordance with its ordinary terms on a date earlier than the last day of the term of this License, Licensee shall, at its cost, exercise any renewal rights thereunder, or otherwise acquire such extensions, additions and/or replacements as may be necessary, in order to cause the stated term thereof to be continued until a date that is not earlier than the last day of the term of this License.
- 16.5 Upon the expiration or termination of any Right that is necessary in order for Licensee to own, operate or use the Pipeline in accordance with the terms and conditions of this License, this License thereby shall automatically expire upon such expiration or termination of the Right.

17. Environmental.

- 17.1 Licensee shall strictly comply with all federal, state and local environmental Legal Requirements and regulations in its use of the Premises, including, but not limited to, the Resource Conservation and Recovery Act, as amended (RCRA), the Clean Water Act, the Oil Pollution Act, the Hazardous Materials Transportation Act, and CERCLA (collectively referred to as the "**Environmental Laws**"). Licensee shall not maintain a treatment, storage, transfer or disposal facility, or underground storage tank, as defined by Environmental Laws on the Premises. Licensee shall not release or suffer the release of oil or hazardous substances, as defined by Environmental Laws on or about the Premises.
- 17.2 Licensee covenants that it will not handle or transport "hazardous waste" or "hazardous substances", as "hazardous waste" and "hazardous substances" may now or in the future be defined by any federal, state, or local governmental agency or body through the Pipeline on Licensor's property. Licensee agrees periodically to furnish Licensor with proof, satisfactory to Licensor that Licensee is in compliance with the provisions of this **Section 17.2**.
- 17.3 Licensee shall give Licensor immediate notice to Licensor's Resource Operations Center at (800) 832-5452 of any known (i) release of hazardous substances on, from, or affecting the Premises, (ii) violation of Environmental Laws, or (iii) inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to Licensee's use of the Premises. Licensee shall use the best efforts to promptly respond to any release on, from, or affecting the Premises. Licensee also shall give Licensor immediate notice of all measures undertaken on behalf of Licensee to investigate, remediate, respond to or otherwise cure such release or violation.
- 17.4 If Licensor has notice from Licensee or otherwise of a release or violation of Environmental Laws arising in any way with respect to the Pipeline which occurred or may occur during the term of this License, Licensor may require Licensee, at Licensee's sole risk and expense, to take timely

measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Premises or Licensor's right-of-way.

- 17.5 Licensee shall promptly report to Licensor in writing any conditions or activities upon the Premises known to Licensee which create a risk of harm to persons, property or the environment and shall take whatever action is necessary to prevent injury to persons, property, or the environment arising out of such conditions or activities; provided, however, that Licensee's reporting to Licensor shall not relieve Licensee of any obligation whatsoever imposed on it by this License. Licensee shall promptly respond to Licensor's request for information regarding said conditions or activities.

DISCLAIMER OF WARRANTIES

18. No Warranties.

18.1 **LICENSOR'S DUTIES AND WARRANTIES ARE LIMITED TO THOSE EXPRESSLY STATED IN THIS LICENSE AND SHALL NOT INCLUDE ANY IMPLIED DUTIES OR IMPLIED WARRANTIES, NOW OR IN THE FUTURE. NO REPRESENTATIONS OR WARRANTIES HAVE BEEN MADE BY LICENSOR OTHER THAN THOSE CONTAINED IN THIS LICENSE. LICENSEE HEREBY WAIVES ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PREMISES OR WHICH MAY EXIST BY OPERATION OF LAW OR IN EQUITY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

18.2 **LICENSOR MAKES NO WARRANTY, REPRESENTATION OR CONDITION OF ANY KIND, EXPRESS OR IMPLIED, CONCERNING (A) THE SCOPE OF THE LICENSE OR OTHER RIGHTS GRANTED HEREUNDER TO LICENSEE OR (B) WHETHER OR NOT LICENSEE'S CONSTRUCTION, MAINTENANCE, OWNERSHIP, USE OR OPERATION OF THE PIPELINE WILL VIOLATE OR INFRINGE UPON THE RIGHTS, INTERESTS AND ESTATES OF THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY LEASES, USE RIGHTS, EASEMENTS AND LIENS OF ANY THIRD PARTY.**

19. Disclaimer of Warranty for Quiet Enjoyment. **LICENSOR DOES NOT WARRANT ITS TITLE TO THE PREMISES NOR UNDERTAKE TO DEFEND LICENSEE IN THE PEACEABLE POSSESSION OR USE THEREOF. NO COVENANT OF QUIET ENJOYMENT IS MADE.**

20. Eviction at Risk of Licensee. In case of the eviction of Licensee by anyone owning, claiming title to, or claiming any interest in the Premises, or by the abandonment by Licensor of the affected rail corridor, Licensor shall not be liable (i) to refund Licensee any compensation paid hereunder, except for the pro-rata part of any recurring charge paid in advance, or (ii) for any damage Licensee sustains in connection with the eviction.

LIENS AND TAXES

21. Liens and Charges. Licensee shall promptly pay and discharge any and all liens arising out of any construction, alterations or repairs done, suffered or permitted to be done by Licensee on Premises. Licensor is hereby authorized to post any notices or take any other action upon or with respect to Premises that is or may be permitted by law to prevent the attachment of any such liens to Premises; provided, however, that failure of Licensor to take any such action shall not relieve Licensee of any obligation or liability under this **Section 21** or any other Section of this License.

22. Taxes. Licensee shall pay when due any taxes, assessments or other charges (collectively, "**Taxes**") levied

or assessed by any governmental or quasi-governmental body upon the Pipeline or any other improvements constructed or installed on the Premises by or for Licensee (collectively, the "**Improvements**") or any Taxes levied or assessed against Licensor or the Premises that are attributable to the Improvements.

DEFAULT, TERMINATION, AND SURRENDER

23. Default and Termination. In addition to and not in limitation of Licensor's right to terminate for failure to provide evidence of insurance as required pursuant to the terms of **Section 15**, the following events are also deemed to be events of default pursuant to which Licensor has the right to terminate as set forth below:

23.1 If default shall be made in any of Licensee's covenants, agreements, or obligations contained in this License and Licensee fails to cure said default within thirty (30) days after written notice is provided to Licensee by Licensor, or in case of any assignment or transfer of this License in violation of **Section 26** below, Licensor may, at its option, terminate this License by serving five (5) days' notice in writing upon Licensee. Notwithstanding the foregoing, Licensor shall have the right to terminate this License immediately if Licensee fails to provide evidence of insurance as required in **Section 15**.

23.2 Should Licensee not comply fully with the obligations of **Section 17** regarding the handling or transporting of hazardous waste or hazardous material, notwithstanding anything contained in any other provision of this License, Licensor may, at its option, terminate this License by serving five (5) days' notice of termination upon Licensee.

23.3 Any waiver by Licensor of any default or defaults shall not constitute a waiver of the right to terminate this License for any subsequent default or defaults, nor shall any such waiver in any way affect Licensor's ability to enforce any Section of this License. The remedy set forth in this **Section 23** shall be in addition to, and not in limitation of, any other remedies that Licensor may have at law or in equity.

23.4 In addition to and not in limitation of Licensor's rights to terminate this License for failure to provide evidence of insurance or occurrence of defaults as described above, this License may be terminated by either party, at any time, by serving thirty (30) days' written notice of termination upon the other party. Such termination shall not release either party hereto from any liability or obligation under the License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or thereafter in case by the terms of the License it is provided that anything shall or may be done after termination hereof.

24. Surrender of the Premises.

24.1 On or before expiration or termination of this License for any reason, Licensee shall, at its sole cost and expense:

24.1.1 if so directed by Licensor in writing, remove the Improvements, the Pipeline and all appurtenances thereto, or, at the sole discretion of Licensor, fill and cap or otherwise appropriately decommission the Pipeline with a method satisfactory to Licensor;

24.1.2 report and restore any damage to the Premises or Licensor's other property arising from, growing out of, or connected with Licensee's use of the Premises;

24.1.3 remedy any unsafe conditions on the Premises created or aggravated by Licensee; and

- 24.1.4 leave the Premises in substantially the condition which existed as of the Effective Date.
- 24.2 Upon any expiration or termination of this License, if Licensee fails to surrender the Premises to Licensor or if Licensee fails to complete its obligations under **Section 24.1** above (the "**Restoration Obligations**"), Licensee shall have a limited license to enter upon the Premises solely to the extent necessary for Licensee to complete the Restoration Obligations, and all liabilities and obligations of Licensee hereunder shall continue in effect until the Premises are surrendered and the Restoration Obligations are completed. Neither termination nor expiration shall release Licensee from any liability or obligation under this License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination, or, if later, the date when Licensee surrenders the Premises and all of the Restoration Obligations are completed.
- 24.3 If Licensee fails to complete the Restoration Obligations within thirty (30) days after the date of such termination of its tenancy, then Licensor may, at its election, either: (i) remove the Pipeline and the other Improvements or otherwise restore the Premises, and in such event Licensee shall, within thirty (30) days after receipt of bill therefor, reimburse Licensor for cost incurred, (ii) upon written notice to Licensee, take and hold the Pipeline and the other Improvements and personal property as its sole property, without payment or obligation to Licensee therefor, or (iii) specifically enforce Licensee's obligation to restore and/or pursue any remedy at law or in equity against Licensee for failure to so restore. Further, if Licensor has consented to the Pipeline and the other Improvements remaining on the Premises following termination, Licensee shall, upon request by Licensor, provide a bill of sale in a form acceptable to Licensor conveying the Pipeline and the other Improvements to Licensor.

MISCELLANEOUS

25. Successors and Assigns. All provisions contained in this License shall be binding upon, inure to the benefit of, and be enforceable by the respective successors and assigns of Licensor and Licensee to the same extent as if each such successor and assign was named a party to this License.
26. Assignment.
- 26.1 Licensee may not sell, assign, transfer, or hypothecate this License or any right, obligation, or interest herein (either voluntarily or by operation of law, merger, or otherwise) without the prior written consent of Licensor, which consent may not be unreasonably withheld or delayed by Licensor. Any attempted assignment by Licensee in violation of this **Section 26** shall be a breach of this License and, in addition, shall be voidable by Licensor in its sole and absolute discretion.
- 26.2 For purposes of this **Section 26**, the word "assign" shall include without limitation (a) any sale of the equity interests of Licensee following which the equity interest holders of Licensee immediately prior to such sale own, directly or indirectly, less than 50% of the combined voting power of the outstanding voting equity interests of Licensee, (b) any sale of all or substantially all of the assets of (i) Licensee and (ii) to the extent such entities exist, Licensee's parent and subsidiaries, taken as a whole, or (c) any reorganization, recapitalization, merger or consolidation involving Licensee. Notwithstanding the foregoing, any reorganization, recapitalization, merger or consolidation following which the equity interest holders of Licensee immediately prior to such reorganization, recapitalization, merger or consolidation own, directly or indirectly, at least 50% of the combined voting power of the outstanding voting equity interests of Licensee or any successor thereto or the entity resulting from such reorganization, recapitalization, merger or consolidation shall not be deemed an assignment. THIS LICENSE SHALL NOT RUN WITH THE LAND WITHOUT THE EXPRESS WRITTEN CONSENT OF LICENSOR, SUCH CONSENT TO BE IN LICENSOR'S SOLE DISCRETION.

- 26.3 Notwithstanding the provisions of **Section 26.1** above or anything contained in this License to the contrary, if Licensee sells, assigns, transfers, or hypothecates this License or any interest herein in contravention of the provisions of this License (a "**Purported Assignment**") to another party (a "**Purported Transferee**"), the Purported Transferee's enjoyment of the rights and privileges granted under this License shall be deemed to be the Purported Transferee's agreement to be bound by all of the terms and provisions of this License, including but not limited to the obligation to comply with the provisions of **Section 15** above concerning insurance requirements. In addition to and not in limitation of the foregoing, Licensee, for itself, its successors and assigns, shall indemnify, defend and hold harmless Licensor for all Liabilities of any nature, kind or description of any person or entity directly or indirectly arising out of, resulting from or related to (in whole or in part) a Purported Assignment.
- 26.4 The provisions of this **Section 26** shall survive the expiration or earlier termination of this License.
27. Notices. Any notice, invoice, or other writing required or permitted to be given hereunder by one party to the other shall be in writing and the same shall be given and shall be deemed to have been served and given if (i) placed in the United States mail, certified, return receipt requested, or (ii) deposited into the custody of a nationally recognized overnight delivery service, addressed to the party to be notified at the address for such party specified below, or to such other address as the party to be notified may designate by giving the other party no less than thirty (30) days' advance written notice of such change in address.
- If to Licensor: Jones Lang LaSalle Brokerage, Inc.
2650 Lou Menk Drive – MOB2
Fort Worth, TX 76131
Attn: Permits/Licenses
- with a copy to: BNSF Railway Company
2650 Lou Menk Drive
Fort Worth, TX 76131-2830
Attn: Senior Manager Real Estate
- If to Licensee: City of Yankton
416 Walnut St
Yankton, SD 57078
28. Survival. Neither termination nor expiration will release either party from any liability or obligation under this License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration, or, if later, the date when the Pipeline and the other Improvements are removed and the Premises are restored to its condition as of the Effective Date.
29. Recordation. It is understood and agreed that this License shall not be placed or allowed to be placed on public record.
30. Applicable Law. All questions concerning the interpretation or application of provisions of this License shall be decided according to the substantive laws of the State of Texas without regard to conflicts of law provisions.
31. Severability. To the maximum extent possible, each provision of this License shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this License shall be prohibited by, or held to be invalid under, applicable law, such provision shall be ineffective solely to the

extent of such prohibition or invalidity, and this shall not invalidate the remainder of such provision or any other provision of this License.

32. Integration. This License is the full and complete agreement between Licensor and Licensee with respect to all matters relating to Licensee's use of the Premises, and supersedes any and all other agreements between the parties hereto relating to Licensee's use of the Premises as described herein. However, nothing herein is intended to terminate any surviving obligation of Licensee or Licensee's obligation to defend and hold Licensor harmless in any prior written agreement between the parties.
33. Joint and Several Liability. If Licensee consists of two or more parties, all the covenants and agreements of Licensee herein contained shall be the joint and several covenants and agreements of such parties.
34. Waiver. The waiver by Licensor of the breach of any provision herein by Licensee shall in no way impair the right of Licensor to enforce that provision for any subsequent breach thereof.
35. Interpretation.
- 35.1 This License shall be interpreted in a neutral manner, and not more strongly for or against any party based upon the source of the draftsmanship; both parties hereby agree that this License shall not be subject to the principle that a contract would be construed against the party which drafted the same. Article titles, headings to sections and paragraphs and the table of contents (if any) are inserted for convenience of reference only and are not intended to be a part or to affect the meaning or interpretation hereof. The exhibit or exhibits referred to herein shall be construed with and as an integral part of this License to the same extent as if they were set forth verbatim herein.
- 35.2 As used herein, "include", "includes" and "including" are deemed to be followed by "without limitation" whether or not they are in fact followed by such words or words of like import; "writing", "written" and comparable terms refer to printing, typing, lithography and other means of reproducing words in a visible form; references to any person are also to that person's successors and permitted assigns; "hereof", "herein", "hereunder" and comparable terms refer to the entirety hereof and not to any particular article, section, or other subdivision hereof or attachment hereto; references to any gender include references to the masculine or feminine as the context requires; references to the plural include the singular and vice versa; and references to this License or other documents are as amended, modified or supplemented from time to time.
36. Counterparts. This License may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original but which together shall constitute one and the same instrument, and the signature pages from any counterpart may be appended to any other counterpart to assemble fully executed documents, and counterparts of this License may also be exchanged via email or electronic facsimile machines and any email or electronic facsimile of any party's signature shall be deemed to be an original signature for all purposes.
37. Licensor's Representative. Jones Lang LaSalle Brokerage, Inc. is acting as representative for BNSF Railway Company.

END OF PAGE – SIGNATURE PAGE FOLLOWS

This License has been duly executed by the parties hereto as of the date below each party's signature; to be effective, however, as of the Effective Date.

LICENSOR:

BNSF Railway Company, a Delaware corporation

By: Jones Lang LaSalle Brokerage, Inc.
2650 Lou Menk Drive – MOB2
Fort Worth, TX 76131

By: _____

Name: _____

Title: _____

Date: _____

LICENSEE:

CITY OF YANKTON a South Dakota South Dakota

416 Walnut St
Yankton, SD 57078

By: _____

Name: Adam Haberman

Title: _____

Date: _____

EXHIBIT "A"

SCALE: 1 IN = 100 FT
 TWIN CITIES DIV.
 ABERDEEN SUBDIV.
 L.S. 2001 MP: 573.55
 DATE: 2/9/2024

SECTION: 8
 TOWNSHIP & RANGE:
 93N 55W
 MERIDIAN: 5PM

MAP REF. s50359



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

DESCRIPTION OF PIPELINE
 PIPELINE SHOWN BOLD

	CARRIER PIPE	CASING PIPE		CARRIER PIPE	CASING PIPE
SIZE:	20"	30"	LENGTH ON R/W:	204'	204'
CONTENTS:	SANITARY SEWER		WORKING PRESSURE:	0 PSI	
PIPE MATERIAL:	PVC	STEEL	BURY: BASE/RAIL TO TOP OF CASING		20.04'
SPECIFICATIONS / GRADE:	C900 DR25	A53 GRADE B	BURY: NATURAL GROUND		16.37'
WALL THICKNESS:	0.917'	0.5"	BURY: ROADWAY DITCHES		16.37'
COATING:	-	FBE & ARO	CATHODIC PROTECTION		NO

VENTS: NUMBER 0 SIZE - HEIGHT OF VENT ABOVE GROUND -
 NOTE: CASING TO BE JACKED OR DRY BORED ONLY

YANKTON
 COUNTY OF YANKTON

STATE OF SD

JPM



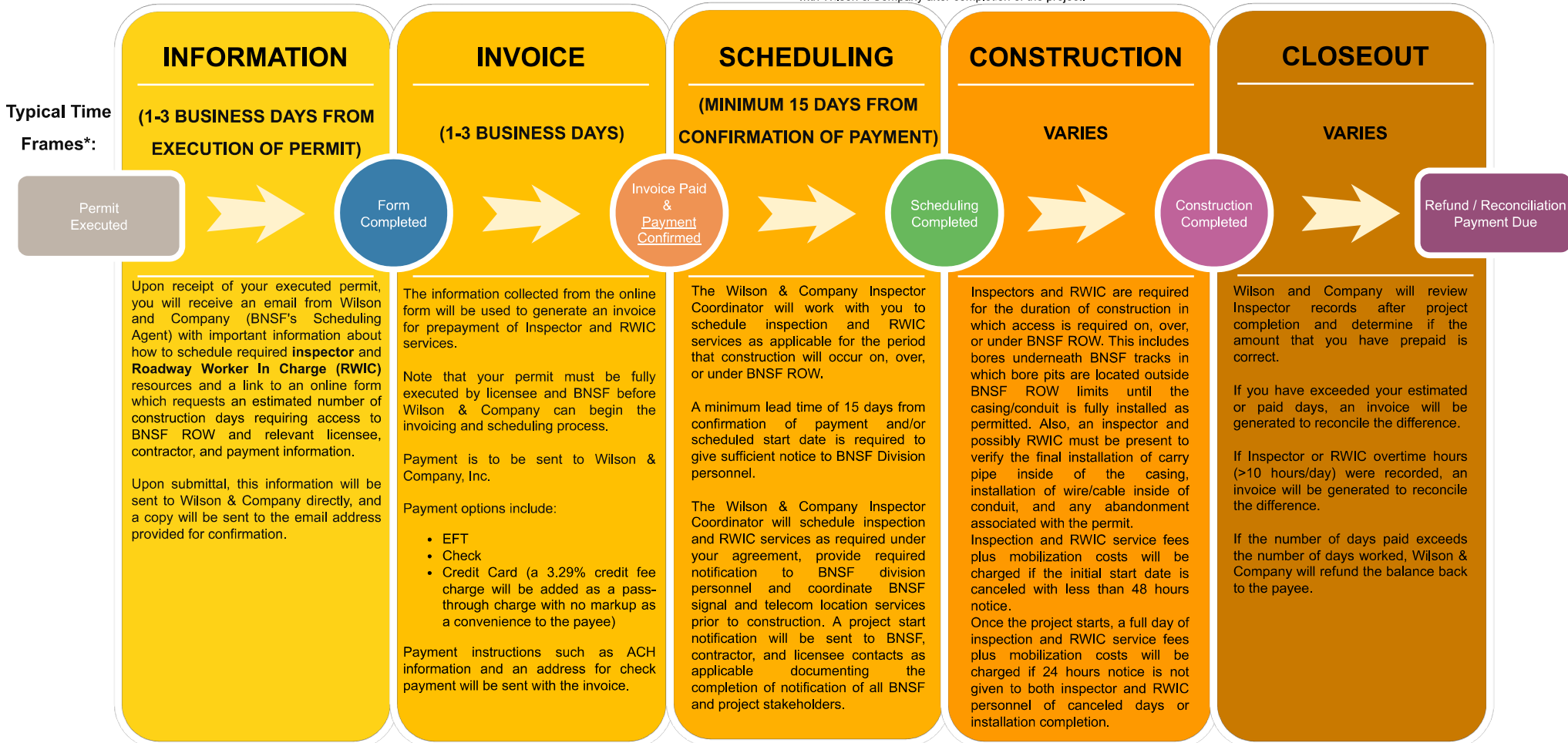
Fee Structure (effective 4/1/2023)

	Per Day up to 10 hours	Per hour over 10	Mobilizations	Additional Mobilizations
Inspector	\$1,400	\$155	\$400	\$400
RWIC*	\$1,400	\$155	0	\$400

* BNSF may provide BNSF personnel to serve as RWIC, to be invoiced separately by BNSF after completion of the project. In the event that you have paid for a RWIC with Wilson & Company but BNSF requires the use of BNSF personnel, you will be refunded any remaining balance with Wilson & Company after completion of the project.

BNSF Utility Inspector Coordinator Process

What to expect after your permit for utility installation is executed



- Typical time frames are estimates only and are provided strictly for informational purposes. No guarantees of minimum or maximum times are expressed or implied.
- Note that projects on BNSF's Northwest and Montana divisions and projects if directed as such by local BNSF management may require a BNSF-provided flagger. Wilson & Company will provide the coordination to provide flagging on these projects, but note that BNSF will invoice separately for flagging services after the project is complete.

A positive balance of pre-paid inspection and/or RWIC days are required throughout the entire duration of the project to maintain continuation of services. If all prepaid days have been used, construction will be stopped and cancellation charges will be assessed accordingly. **It is the licensee's responsibility to ensure that a sufficient number of days to complete construction have been fully funded.**

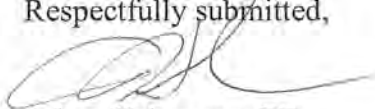
Memorandum #24-51

TO: Amy Leon, City Manager
 FROM: Adam Haberman, PE, Public Works Director
 RE: Agreement for Preliminary Engineering Services with Banner Associates, Inc. for the 23rd Street Bridge Replacement
 DATE: March 5, 2024

In 2023, the annual inspection of the 23rd Street Bridge over Marne Creek was performed by Banner Associates, Inc. through the South Dakota Department of Transportation (SDDOT). Banner notified the City that, due to deck deterioration, the bridge would need to be posted with reduced load limits. The reduced limits were posted on December 7, 2023. Due to the condition of the bridge, it is recommended to begin the process of designing a replacement structure. The first step of the design process is preliminary engineering which includes the necessary field surveying, hydraulic design calculation, geotechnical exploration, and determining the new structure type, size, and location in preparation for the development of construction plans for a new structure.

Attached is an Agreement for Preliminary Engineering Services for the replacement of Structure Number 68-119-190 on 23rd Street with Banner Associates, Inc. As outlined in the agreement, Banner will provide Preliminary Engineering Services and project management with compensation for their services not to exceed \$67,500.00. The adopted 2024 City of Yankton budget includes \$60,000 for the engineering services and identifies a 50/50 Bridge Improvement Grant (BIG) cost share. Grant funding applications for Federal and SDDOT BIG grants for engineering design and bridge replacement were unsuccessful. Staff recommends moving ahead with the preliminary engineering services contract with the shortfall supplemented from the second penny fund.

Respectfully submitted,

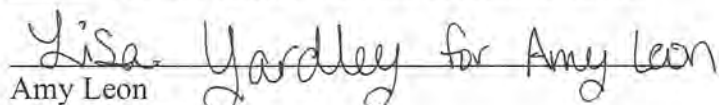


Adam Haberman, PE
 Public Works Director

Recommendation: It is recommended that the City Commission approve Memorandum #24-51 authorizing the City Manager to execute the Agreement for Preliminary Engineering Services for Structure Number 68-119-190 on 23rd Street with Banner Associates, Inc.

I concur with this recommendation.

I do not concur with this recommendation.


 Amy Leon
 City Manager

Roll call



Banner Associates, Inc.
10 Austin Street, Suite 101
Vermillion, SD 57069
Tel 605.692.6342
Toll Free 855.323.6342
www.bannerassociates.com

March 6, 2024

Adam Haberman
City of Yankton - Public Works Director
416 Walnut Street
Yankton, SD 57078

RE: Preliminary Engineering Services for:
Structure Number 68-119-190
23rd Street
Yankton, SD

Dear Mr. Haberman,

Banner Associates, Inc. (Banner) is pleased to submit this Agreement for Engineering Services for preliminary engineering services for Structure Number 68-119-190 on 23rd Street in the City of Yankton. We are happy to further refine this agreement based on your review.

As an overview and to supplement the Agreement and Engineer's Services I would like to offer the following:

PROJECT SCHEDULE OVERVIEW

- Survey – Completed April/May 2024
- Hydrology & Hydraulics – May to July 2024
- Draft Hydraulic Design Report with two viable options, if necessary – August 2024
- Type, Size, & Location Meeting with City and SDDOT – November 2024
- Final Hydraulic Design Report after SDDOT review – December 2024

PROJECT TEAM LEAD MEMBERS

- Project Manager/Local Point of Contact – Colin Zwaschka, PE and Luke Johnson, PE
- Hydrology/Hydraulics – Kent Johnson, PE and Joe Stonesifer, PE

Additionally, Banner will perform project management tasks to assist the City. These tasks may include progress meetings with the City, attending City Commission meetings as necessary, and project planning and oversight. Banner will also facilitate a project kickoff meeting to gather all relevant project related information that the City has access to.



Page 2

We look forward to the opportunity to assist the City of Yankton with this project. If you have any questions on anything listed in this document or any items listed in the attachments, please do not hesitate to contact me at 1-605-696-9198 or lukej@bannerassociates.com.

Sincerely,

A handwritten signature in blue ink, appearing to read "Lucas Johnson".

Lucas A. Johnson, PE
Project Engineer

Attachments:

Short Form of Agreement Between Owner and Engineer for Professional Services
Appendix A – BIG Procedure Requirements for Survey and Hydraulics
City of Yankton Preliminary Engineering – Proposed Schedule

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

This is an Agreement between the City of Yankton (Owner) and Banner Associates, Inc. (Engineer). Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as Preliminary Engineering Services for 23rd Street SN 68-119-190 (Project). Engineer's services under this Agreement (Services) are generally identified as: refer to attachment "Exhibit A – Engineer's Services".

Owner and Engineer further agree as follows:

1.01 Services of Engineer

- A. Engineer shall provide or furnish the Services set forth in this Agreement, and any Additional Services authorized by Owner and consented to by Engineer.

2.01 Owner's Responsibilities

- A. Owner shall provide Engineer with existing Project-related information and data in Owner's possession and needed by Engineer for performance of Engineer's Services. Owner will advise the Engineer of Project-related information and data known to Owner but not in Owner's possession. Engineer may use and rely upon Owner-furnished information and data in performing its Services, subject to any express limitations applicable to the furnished items.

- 1. Following Engineer's assessment of initially-available Project information and data, and upon Engineer's request, Owner shall obtain, furnish, or otherwise make available (if necessary through retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Services; or, with consent of Engineer, Owner may authorize the Engineer to obtain or provide all or part of such additional information and data as Additional Services.

- B. Owner shall provide necessary direction and make decisions, including prompt review of Engineer's submittals, and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance. Owner shall give prompt notice to Engineer whenever Owner observes or otherwise becomes aware of (1) any relevant, material defect or nonconformance in Engineer's Services, or (2) any development that affects the scope or time of performance of Engineer's Services.

- C. Owner will complete requirements of the Preliminary Engineering BIG project by the SDDOT including, but not limited to: obtain traffic count for roadway at structure location.

3.01 Schedule for Rendering Services

- A. Engineer shall complete its Services within the following specific time period: Refer to milestones identified in Exhibit A. If no specific time period is indicated, Engineer shall complete its Services within a reasonable period of time.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are

delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

4.01 Invoices and Payments

- A. Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.
- B. Payment: As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in this Paragraph 4.01, Invoices and Payments. 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.
- C. Failure to Pay: If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; (2) in addition Engineer may, after giving 7 days' written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges, and in such case Owner waives any and all claims against Engineer for any such suspension; and (3) if any payment due Engineer remains unpaid after 90 days, Engineer may terminate the Agreement for cause pursuant to Paragraph 5.01.A.2.
- D. Reimbursable Expenses: Engineer is entitled to reimbursement of expenses only if so indicated in Paragraph 4.01.E or 4.01.F. If so entitled, and unless expressly specified otherwise, the amounts payable to Engineer for reimbursement of expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external expenses allocable to the Project, including Engineer's subcontractor and subconsultant charges, with the external expenses multiplied by a factor of 1.0.
- E. Basis of Payment
 - 1. Hourly Rates. Owner shall pay Engineer for Services as follows:
 - a. An amount equal to the cumulative hours charged to the Project by Engineer's employees times standard hourly rates for each applicable billing class, plus reimbursement of expenses incurred in connection with providing the Services.
 - b. Engineer's Standard Hourly Rates are attached as Appendix 1.
 - c. The total compensation for Services and reimbursement of expenses will not exceed **\$67,500.00**.
- F. Additional Services: For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services. Engineer's standard hourly rates are attached as Appendix 1.

5.01 Termination

A. 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 5.01.A.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. In addition to its termination rights in Paragraph 5.01.A.1, Engineer may terminate this Agreement for cause upon 7 days' written notice (a) if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional, (b) if Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, (c) if payment due Engineer remains unpaid for 90 days, as set forth in Paragraph 4.01.C, or (d) as the result of the presence at the Site of undisclosed Constituents of Concern as set forth in Paragraph 6.01.I.
3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.

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

C. Payments Upon Termination: In the event of any termination under Paragraph 5.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement, and to reimbursement of expenses incurred through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of all deliverable documents, whether completed or under preparation, subject to the provisions of Paragraph 6.01.F, at Owner's sole risk.

1. If Owner has terminated the Agreement for cause and disputes Engineer's entitlement to compensation for services and reimbursement of expenses, then Engineer's entitlement to payment and Owner's rights to the use of the deliverable documents will be resolved in accordance with the dispute resolution provisions of this Agreement or as otherwise agreed in writing.
2. If Owner has terminated the Agreement for convenience, or if Engineer has terminated the Agreement for cause, then Engineer will be entitled, in addition to the payments identified above, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's subcontractors or subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Paragraph 4.01.F.

6.01 General Considerations

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. 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 Project 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.
- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions of probable construction cost (if any) are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents, other than those made by Engineer.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Engineer grants to Owner a limited license to use the deliverable documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the deliverable documents, and subject to the following limitations:
 - 1. Owner acknowledges that such 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;
 - 2. 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 subconsultants;

3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and subconsultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
 4. such limited license to Owner shall not create any rights in third parties.
- G. 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 a mutually agreeable protocol.
 - H. Waiver of Damages; Limitation of Liability: To the fullest extent permitted by law, Owner and Engineer (1) 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, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$100,000 or the total amount of compensation received by Engineer, whichever is greater.
 - I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
 - J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute will be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
 - K. This Agreement is to be governed by the laws of the state in which the Project is located.
 - L. 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; (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; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

7.01 Definitions

- A. Constructor—Any person or entity (not including the Engineer, its employees, agents, representatives, subcontractors, and subconsultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- B. Constituent of Concern—Asbestos, petroleum, radioactive material, 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.

8.01 Successors, Assigns, and Beneficiaries

A. Successors and Assigns

- 1. 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 8.01.A.2 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.
- 2. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, 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.

- B. Beneficiaries: Unless expressly provided otherwise, nothing in this Agreement shall 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. 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.

9.01 Total Agreement

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

10.01 Attachments

- A. Appendix 1: Engineer's Schedule of Labor Rates and Expenses.
- B. Exhibit A – Engineer's Services

This Agreement's Effective Date is March 6, 2024.

Owner:

City of Yankton

(name of organization)

By:

(authorized individual's signature)

Date:

(date signed)

Name:

(typed or printed)

Title:

(typed or printed)

Address for giving notices:

416 Walnut Street

Yankton, SD 57078

Designated Representative:

Name:

(typed or printed)

Title:

(typed or printed)

Address:

Phone:

Email:

Engineer:

Banner Associates, Inc.

(name of organization)

By:

(authorized individual's signature)

Date:

February 29, 2024

(date signed)

Name:

Gregg Jorgenson, PE

(typed or printed)

Title:

Sr. Vice President

(typed or printed)

Address for giving notices:

409 22nd Ave. S

Brookings, SD 57006

Designated Representative:

Name:

(typed or printed)

Title:

(typed or printed)

Address:

Phone:

Email:

This is **Appendix 1, Engineer's Schedule of Labor Rates and Expenses**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated March 6, 2024.

APPENDIX 1: SCHEDULE OF LABOR RATES AND EXPENSES

January 2024

Administrative	\$65.00 to \$185.00/Hour
Surveying/Geomatics	\$75.00 to \$170.00/Hour
Technicians	\$70.00 to \$130.00/Hour
Environmental Scientist	\$75.00 to \$175.00/Hour
Staff Engineer	\$95.00 to \$120.00/Hour
Project Engineer	\$110.00 to \$175.00/Hour
Project Manager	\$140.00 to \$275.00/Hour

1. Meals at State Rates.
2. Lodging at actual cost.
3. Reimbursables:
 - a. Mileage \$0.73/Mile
 - b. Photocopy 0.05/Copy
 - c. Black & White 11x17 Laser Prints..... 0.10/Sheet
4. All other direct project expenses at actual cost of materials.

Rates are subject to change annually.

This is **EXHIBIT A**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated March 6, 2024.

Engineer's Services

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Preliminary Engineering for BIG Bridge Replacement Project

- 1) Survey Phase
 - a) Survey standards will be in general conformance with SDDOT standards, to be eligible for future SDDOT funding opportunities.
 - b) Topo survey as needed for hydraulic analysis and future design plans.
 - c) Boundary survey as need to establish property lines and right-of-way lines.
 - d) Photo documentation and records search.
- 2) Hydraulic Phase
 - a) Hydrologic & hydraulic analysis standards and reporting standards will be in general conformance with SDDOT standards, to be eligible for future SDDOT funding opportunities.
 - b) Hydrologic analysis based on current USGS peak flow equations.
 - c) Hydraulic analysis based on a SRH2D model.
 - d) Determine two viable replacement options, if applicable. (See Note 4, Sheet A-2 of BIG Procedure attachment).
 - e) Provide draft hydraulic design report, including preliminary drawings and opinion of costs.
 - f) Obtain SDDOT comments on draft hydraulic design report and address any SDDOT comments.
 - g) Select one replacement option, in cooperation with the City. Provide Type, Size, and Location (TS&L) letter to the City.
 - h) Assist in procuring geotechnical services for subsurface investigation.
 - i) Provide final hydraulic design report for one replacement option, including preliminary drawing and opinion of cost.

Exclusions

- 1) Design phase engineering services.
- 2) Environmental and permitting services.
- 3) Construction phase engineering services.
- 4) Subsurface investigation.

Client (City) Obligations

- 1) Conduct a traffic study to determine the average daily traffic volume.

Local Bridge Improvement Grant (BIG) Procedure

Bridge Improvement Grant

Work Order Requirements for Survey and Hydraulics

SCOPE OF SERVICES TEMPLATE – Survey & Hydraulics

Category-Specific Technical Requirements & Provisions, from the Current SDDOT Consultant Retainer, Shall Be Applied

1. **Field survey for completion of the Drainage Data Sheet and Contour Map.** The information required for placement on these sheets is listed below. An example is attached containing the required information.
 - Stationing from south to north or west to east.
 - Beginning and ending stations of the current structure.
 - Proposed and in-place gradelines.
 - Stream profile. (Including a table of stations and elevations for each shot taken.)
 - Sea level datum is required. Stations, elevations, and offsets from and descriptions of permanent objects will be required for project benchmarks. (The High Accuracy Reference Network (HARN) map and the County Bench Mark map for the State of South Dakota can be found at the following web site – <https://dot.sd.gov/doing-business/engineering/design-services/surveyors>)
 - Include an electronic file containing the plan/profile of the in-place gradeline at the structure.
 - Landowners with their addresses, phone numbers, and location of property.
 - Utilities with their addresses, phone numbers, and locations along the project.

2. **Field survey as necessary for preparation of construction plans.** Required information is listed below.
 - Establishment of transit points, land ties and benchmarks as well as cross sections and topography. (Stations, elevations, and offsets from permanent objects will be required for project benchmarks.)
 - Project limits as established by consultation with the County Highway Superintendent / City Engineer.
 - Additional legal survey as required for preparation of right-of-way plats.
 - The geometrics of horizontal and vertical alignment in accordance with the Local Roads Plan design standards.
 - Survey notes are to be retained on file with the Consultant for subsequent use in the preparation of construction plans and are to be available to the County/City upon request.

It is anticipated that this item will permit the issuance of a separate work order (after the Type, Size and Location (TS&L) Inspection) for the development of construction plans with no further survey needed.

3. **Photo Documentation and Record Search of the Structure as defined in Attachment #2.**

4. **Preliminary Hydraulic Data Sheet, Plan/Profile Sketches (Preliminary Hydraulic Layouts) and gradelines, Electronic Copy of the Hydraulic Model, Draft Hydraulic Design Report in accordance with the newest version of the South Dakota Drainage Manual, and cost estimates for existing and all proposed structure alternatives. More than one feasible alternative is required. This includes options on different alignments if applicable. The options need to be acceptable to the owner's future needs and maintenance capabilities. If there is only one type of structure that can reasonably be constructed at a site, simply provide an explanation instead of alternatives.** The newest version of the South Dakota Drainage Manual is available at the following location: <https://dot.sd.gov/doing-business/engineering/design-services/forms-manuals>. Guidance and examples can be found in Chapter 6 of the manual. **The current preliminary hydraulic data sheet to be used can be found in the folder under "000 LGA General Info and Docs" located on the Consultant's LGA SFTP site.** Directions for filling out the form can be found at the same location. All items will be submitted to the Local Government Assistance Office for distribution to SDDOT personnel for review for compliance with minimum required State and Federal standards. Necessary revisions shall be provided in writing by the SDDOT and shall be forwarded to the Consultant by the Local Government Assistance (LGA) Office. Necessary revisions shall be completed by the consultant and the Revised Draft Hydraulic Design Report submitted within 2 weeks of receipt of revisions from LGA. The Consultant is wholly responsible for the accuracy of the design calculations and the independent check design calculations.

Local Bridge Improvement Grant (BIG) Procedure

Note for Box Culverts/Pipe Options and Plans: The Corps now requires all culverts/pipe where aquatic organism transport is present to have a flow line sunk 1'. If a box/pipe is included in the options, it should be clearly noted that the flowline has been sunk to the required 1'. If the selected structure is a box culvert or pipe, project plans and the final hydraulic data sheet should show that the box or pipe has been sunk to the required 1'.

5. **Conduct TS&L inspection, assistance in the selection of the type, size and location of the replacement structure, and preparation of TS&L summary letter (See Examples #1 & #2 following the attachments).** The county or city (owner) shall be in attendance and advance notice given the Local Government Assistance Office so if time allows, a staff member can attend.
6. **Report of Foundation Investigation.** Conduct field investigation and provide design recommendations according to AASHTO LRFD Bridge Design Specifications Section 10. Report shall include boring information, lab results, and design recommendations. See **Examples #3 and #4, following the attachments**, for reports that are typically developed by SDDOT Geotechnical Engineering Activity.
7. **Obtain Traffic Data.** Conduct field study to obtain 24-hour traffic volumes for existing structure. Data shall be gathered using a mechanical or electronic device. Study shall be conducted on a typical weekday (Tuesday-Thursday) from midnight to midnight. Report of traffic data shall include structure number, counter brand, serial number, date collected, and total volume.
8. **For Structure Chosen at TS&L: Final Hydraulic Design Report, Final Hydraulic Data Sheet (use the current data sheet found in the folder "000 LGA General Info and Docs" located on the LGA SFTP site,) Hydraulic Model with existing and proposed conditions, and if the structure selected is a bridge, Scour Memo summarizing hydraulic scour calculation, Scour Calculation, and Berm Slope Protection Recommendations (if applicable.)**

Please refer to the checklist in **Attachment #1** for the TS&L Packet of items that shall be submitted to the Local Government Assistance Office.

Local Bridge Improvement Grant (BIG) Procedure

Attachment #1 Bridge Improvement Grant Checklist for Survey and Hydraulics Work Order TS&L Packet

These items must be submitted to DOT/Local Government Assistance.
If any of these items are missing, the full packet will be returned for completion and resubmission to this office.

Project Number _____ County _____ PCN _____

Survey Sheets and Contour Map including the following information:

Stationing from south to north or west to east

Beginning and ending stations of the existing structure

Beginning and ending stations of proposed structures

Proposed and existing gradelines

Stream profile and cross sections (Downstream to upstream direction including a table showing stations and elevations for each shot taken)

Elevation and location of buildings and other structures

Survey information using sea level datum and showing station, elevation, offset, and physical description of each project benchmark

Landowner names, addresses, phone numbers, and legal descriptions of their property

Utility names, addresses, phone numbers, and locations along the project

Photo Documentation and Historical Record Search of the Structure (including list of files or repositories searched) as defined in Attachment #2. (In the event that nothing is found, a letter indicating lack of findings, along with files or repositories searched, shall be submitted to the SDDOT/Local Government Assistance Office.)

Preliminary Hydraulic Data Sheet (use current data sheet found in the folder ““000 LGA General Info and Docs” located on the LGA SFTP site) including the following information:

Calculated flows

Inplace conditions (Ordinary High Water Elevation, HW_{100} , V_{max} , OT_{fr})

Proposed conditions for each option (HW_2 , HW_{25} , HW_{100} , V_{max} Qot, OT_{fr} , E_{Lover} top)

Ordinary High Water Elevation Shown on Cross-Sections (vegetation elevation on stream banks – approx. 2-year flow)

Observed High Water Elevation (identifiable high water mark)

Electronic copy of Hydraulic Model of existing and proposed conditions

Plan and profile sketches (preliminary hydraulic layout sheets) for the existing structure and proposed gradelines for each option (More than one feasible alternative is required. This includes options on different alignments if applicable. The options need to be acceptable to the owner's future needs and maintenance capabilities. If there is only one type of structure that can reasonably be constructed at a site, simply provide an explanation instead of alternatives.)

Local Bridge Improvement Grant (BIG) Procedure

- Cost Estimates (including design and construction engineering and construction costs for each option)
 - Revised Draft Hydraulic Report
-

TS&L Summary Letter

Report of Foundation Investigation (see Examples 3 and 4 in this appendix)

For Structure Chosen at TS&L

Final Hydraulic Design Report

Final Hydraulic Data Sheet (use current data sheet found in the folder "000 LGA General Info and Docs" located on the LGA SFTP site)

Hydraulic model with existing and proposed conditions

Scour memo, scour calculations, and berm slope protection recommendations (Bridges Only)

Local Bridge Improvement Grant (BIG) Procedure

Attachment #2 Local Government Assistance Photo Documentation and Record Search of the Structure

The information defined below will satisfy one of the requirements of the State Historic Preservation Society in clearing the structure for removal.

Photo Documentation of the Structure

- Site map and photo log of all photos**
- Photos will be taken of: (*at minimum*)**
 - Full views of the structure's primary elevations
 - Close-ups of any decorative, character-defining or structural features
 - General views of the bridge and its environment
- Photos will be labeled as follows:**
 - Photo Number - from photo log and site map
 - Name and Address of property – if property does not have legal address then please note either the Universal Transverse Mercator (UTM) or the legal location down to the quarter section.
 - Month and Year of photograph
 - Description of view, including camera direction (cardinal direction – N, S, E, W)
- Photos will be submitted in one of the following formats:**
 - Digital Photographs
 - At least 2000 X 3000 pixels at 300 dpi
 - Saved as TIFFs submitted on CDs
 - 35mm Black and White Photographs
 - 35mm black/white film printed on black/white photographic paper
 - Both prints and negatives submitted

Historical Record Search of the Structure

- Any or all of the following are needed:**
 - Reports – maintenance or otherwise indicating modifications to the original structure – what was done and why
 - Any Photographs of the original structure (not inspection photos; not photos referenced in this work order)
 - Original Drawings
 - Original Plans
 - Any other documentation
- Names of Files or Repositories (courthouse, county historical society, etc.) Searched**

If possible, provide the original copy of this information. If not, submit the information in the following format. High quality clear Xerox copies of any reports, drawings, or plans; and photographs scanned at 600 dpi, saved as TIFFs, and submitted on a CD.

If these documents are not otherwise restricted through state or federal law; submit them to the SDDOT/Local Government Office for submission to the South Dakota State Historical Society for public use and reproduction. In the event that nothing is found, a letter indicating lack of findings, along with files or repositories searched, shall be submitted to the SDDOT/Local Government Assistance Office.

Memorandum #24-52

To: Amy Leon, City Manager
From: Bradley Moser, Civil Engineer
Subject: Change Order Number 1, Final Project Acceptance and Final Payment for the Meridian Bridge Column Repair Project
Date: March 4, 2024

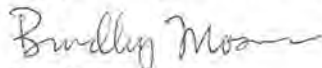
The Meridian Bridge Column Repair project has been completed and is ready to be accepted.

As you can see from the attached Change Order No. 1, the changes in quantities resulted in a net increase of \$35,570.00. This adjusted the construction cost from \$433,035.00 to \$468,605.00.

Banner & Associates, the consulting engineer for the project, has informed the City that the increase is primarily due to the condition of Pier 18. On projects of this nature, the depth of the deteriorated concrete is not known until the removal process begins. This was the case as the initial inspection wasn't able to provide an indication of the actual damage. This resulted in more removals as well as additional patching on this pier. There was additional work required on the other piers as well, but none were as significant as Pier 18.

City staff has reviewed the project, the change order and the final pay request. We recommend that Change Order No. 1 be approved, that the project be accepted and that the City Finance Officer be authorized to issue a manual check in the amount of \$78,496.05 to JMN Construction LLC based on the attached final pay request.

Respectfully submitted,

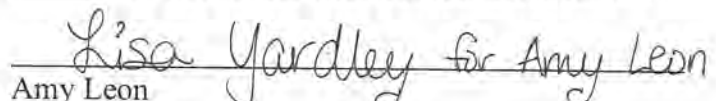


Bradley Moser
Civil Engineer

Recommendation: It is recommended that the City Commission approve Change Order No. 1, accept the completed work on the Meridian Bridge Column Repair project, and authorize the Finance Officer to issue a manual check to JMN Construction LLC in the amount of \$78,496.05.

I concur with this recommendation.

I do not concur with this recommendation.


Amy Leon
City Manager

cc: Adam Haberman (electronic)
file

Roll Call

CHANGE ORDER NO.: One

Owner: **City of Yankton, SD** Owner's Project No.:
 Engineer: **JEO Consulting Group, Inc.** Engineer's Project No.: **221702.00**
 Contractor: **JMN Construction LLC** Contractor's Project No.:
 Project: **Yankton Meridian Bridge-Concrete Pier Repairs**
 Contract Name: **Yankton Meridian Bridge-Concrete Pier Repairs**
 Date Issued: **2/9/2024** Effective Date of Change Order: **2/9/2024**

The Contract is modified as follows upon execution of this Change Order:

Description:

Final Change order to bring contract quantities to as-built

Attachments:

Change in Contract Times

Change in Contract Price

Original Contract Price: \$ <u> 433,035.00 </u>	Original Contract Times: Substantial Completion: _____ Ready for final payment: _____
Net change from previously approved Change Orders No. 0 to No.0: \$ <u> 0.00 </u>	Net change from previously approved Change Orders 0 to No.: Substantial Completion: _____ Ready for final payment: _____
Contract Price prior to this Change Order: \$ <u> 433,035.00 </u>	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for final payment: _____
Net change for this Change Order: \$ <u> 35,570.00 </u>	Net change for this Change Order: Substantial Completion: _____ Ready for final payment: _____
Contract Price incorporating this Change Order: \$ <u> 468,605.00 </u>	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for final payment: _____

Recommended by Engineer (if required)

Authorized by Owner

By: *[Signature]*

Title: Construction Engineer

Date: 9/9/2024

Accepted by Contractor

Approved by Funding Agency (if applicable)

By: *[Signature]*

Title: OP - JMN

Date: 2/21/24

Change Order Estimate - Unit Price Work

JEO Project Name: Yankton Meridian Bridge-Concrete Pier Repairs		JEO Project Number: 221702.00			
Owner: City of Yankton, SD		Change Order Number: One			
Contractor: JMN Construction LLC		Effective Date: February 9, 2024			
Item		Change Order Information			
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)
3	Class 47B-3000 Concrete for Bridge	2.2	CY	\$5,325.00	\$11,715.00
4	Reinforcing Steel for Bridge	10	LB	\$12.50	\$125.00
5	Concrete Patching	94.5	SF	\$320.00	\$30,240.00
6	Galvanic Anode	-93	EA	\$70.00	(\$6,510.00)
					\$0.00
					\$0.00
					\$0.00
					\$0.00
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					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
Total:					\$35,570.00

Contractor's Application for Payment

Owner: <u>City of Yankton, SD</u>	Owner's Project No.: _____
Engineer: <u>JEO Consulting Group, Inc.</u>	Engineer's Project No.: <u>221702.00</u>
Contractor: <u>JMN Construction LLC</u>	Contractor's Project No.: _____
Project: <u>Yankton Meridian Bridge - Concrete Pier Repairs</u>	
Contract: <u>Yankton Meridian Bridge - Concrete Pier Repairs</u>	

Application No.: 3 **Application Date:** 2/9/2024
Application Period: From 12/22/2023 to 2/2/2024

1. Original Contract Price	\$	433,035.00
2. Net change by Change Orders	\$	35,570.00
3. Current Contract Price (Line 1 + Line 2)	\$	468,605.00
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	468,605.00
5. Retainage		
a. _____ X \$ 468,605.00 Work Completed =	\$	-
b. _____ X \$ - Stored Materials =	\$	-
c. Total Retainage (Line 5.a + Line 5.b)	\$	-
6. Amount eligible to date (Line 4 - Line 5.c)	\$	468,605.00
7. Less previous payments (Line 6 from prior application)	\$	390,108.95
8. Amount due this application	\$	78,496.05
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$	-

Contractor's Certification

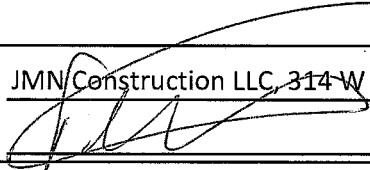
The undersigned Contractor certifies, to the best of its knowledge, the following:

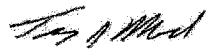
(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: JMN Construction LLC, 314 W Reichmuth Rd, Valley, NE 68064

Signature:  _____ **Date:** 2/2/24

Recommended by Engineer	Approved by Owner
By: <u></u>	By: _____
Title: <u>Construction Engineer</u>	Title: _____
Date: <u>2/9/2024</u>	Date: _____
Approved by Funding Agency	
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Yankton, SD	Owner's Project No.:	
Engineer:	JEO Consulting Group, Inc.	Engineer's Project No.:	221702.00
Contractor:	JMN Construction LLC	Contractor's Project No.:	
Project:	Yankton Meridian Bridge - Concrete Pier Repairs		
Contract:	Yankton Meridian Bridge - Concrete Pier Repairs		

Application No.: 3 Application Period: From 12/22/23 to 02/02/24 Application Date: 02/09/24

A	B	C	D	E	F	G	H	I	J	K	L
Bid Item No.	Description	Contract Information				Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
Original Contract											
1	Mobilization	1.00	LS	42,500.00	42,500.00	1.00	42,500.00		42,500.00	100%	-
2	Preparation of Bridge	1.00	EA	140,000.00	140,000.00	1.00	140,000.00		140,000.00	100%	-
3	Class 478-3000 Concrete for Bridge	10.80	CY	5,325.00	57,510.00	10.80	57,510.00		57,510.00	100%	-
4	Reinforcing Steel for Bridge	1,890.00	LB	12.50	23,625.00	1,890.00	23,625.00		23,625.00	100%	-
5	Concrete Patching	345.00	SF	320.00	110,400.00	345.00	110,400.00		110,400.00	100%	-
6	Galvanic Anode	700.00	EA	70.00	49,000.00	700.00	49,000.00		49,000.00	100%	-
7	Traffic / Pedestrian Control	1.00	LS	10,000.00	10,000.00	1.00	10,000.00		10,000.00	100%	-
					-		-		-		-
Original Contract Totals					\$ 433,035.00		\$ 433,035.00	\$ -	\$ 433,035.00	100%	\$ -

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner: City of Yankton, SD	Owner's Project No.:
Engineer: JEO Consulting Group, Inc.	Engineer's Project No.: 221702.00
Contractor: JMN Construction LLC	Contractor's Project No.:
Project: Yankton Meridian Bridge - Concrete Pier Repairs	
Contract: Yankton Meridian Bridge - Concrete Pier Repairs	

Application No.: 3 Application Period: From 12/22/23 to 02/02/24 Application Date: 02/09/24

A	B	C	D	E	F	G	H	I	J	K	L
Bid Item No.	Description	Contract Information				Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
Change Orders											
CO-1											
3	Class 47B-3000 Concrete for Bridge	2.2	CY	\$5,325.00	11,715.00	2.20	11,715.00		11,715.00	100%	-
4	Reinforcing Steel for Bridge	10	LB	\$12.50	125.00	10.00	125.00		125.00	100%	-
5	Concrete Patching	94.5	SF	\$320.00	30,240.00	94.50	30,240.00		30,240.00	100%	-
6	Galvanic Anode	-93	EA	\$70.00	(6,510.00)	(93.00)	(6,510.00)		(6,510.00)	100%	-
Change Order Totals					\$	35,570.00		\$	35,570.00	\$	-
Original Contract and Change Orders											
Project Totals					\$	468,605.00		\$	468,605.00	\$	-

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: City of Yankton, SD Owner's Project No.:
Engineer: **JEO Consulting Group, Inc.** Engineer's Project No.: 221702.00
Contractor: JMN Construction LLC Contractor's Project No.:
Project: Yankton Meridian Bridge – Concrete Pier Repairs
Contract Name: Yankton Meridian Bridge – Concrete Pier Repairs

This Preliminary Final Certificate of Substantial Completion applies to:

All Work The following specified portions of the Work:

Yankton Meridian Bridge – Concrete Pier Repairs

Date of Substantial Completion: **February 2, 2024**

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work must be as provided in the Contract, except as amended as follows:

Amendments to Owner's Responsibilities: None As follows:

[List amendments to Owner's Responsibilities]

Amendments to Contractor's Responsibilities: None As follows:

[List amendments to Contractor's Responsibilities]

The following documents are attached to and made a part of this Certificate:

[List attachments such as punch list; other documents]

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

EXECUTED BY ENGINEER:		RECEIVED:		RECEIVED:	
By: <u><i>[Signature]</i></u>	By: _____	By: _____	By: <u><i>[Signature]</i></u>	By: _____	By: _____
(Authorized signature)	Owner (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)	Contractor (Authorized Signature)	Contractor (Authorized Signature)
Title: <u>Construction Engineer</u>	Title: _____	Title: _____	Title: <u>OP. MAN.</u>	Title: _____	Title: _____
Date: <u>2/9/2024</u>	Date: _____	Date: _____	Date: <u>2/21/24</u>	Date: _____	Date: _____

Memorandum #24-58

To: Amy Leon, City Manager
From: Corey Potts, Public Works Manager
Subject: Bid Award for the Annual Supply of Liquid Asphalt for the Department of Public Works, Street Division
Date: March 5, 2024

The City of Yankton advertised for bids for the annual supply of liquid asphalt. No bids were received at the bid opening February 29, 2024.

South Dakota Codified Law states:

SDCL 5-18A-5 (9) Negotiation of Contract When No Bids Are Received

If, after advertising for bids, no firm bids are received, the purchasing agency may negotiate a contract for the purchase of the supplies, services, or public improvement projects at the most advantageous price, if the specifications of the original bid are met.

City staff negotiated with Jebro, Inc. of Sioux City, Iowa for these products that will be used by the Street Department.

	<i>AC PG 58-28 Grade Asphalt Cement</i>	<i>MC 70 Grade Asphalt</i>	<i>RC 800 Grade Asphalt</i>	<i>Demurrage Cost Per Hour Over 1.5 Hours</i>
<i>Jebro, Inc. 2302 Bridgeport Drive Sioux City, IA 51111</i>	\$671.87 Ton	\$4.6505 Gal.	\$3.8923 Gal.	\$160.00

The above grades of liquid asphalt are those used by the City to complete its annual maintenance and construction activities. Approximately 50 tons of AC Grade, 6200 gallons of MC 70 Grade and 43,000 gallons of RC800 Grade Asphalt are used annually in maintenance and construction activities. 2023 bid prices were \$725.35 per ton of AC Grade Asphalt Cement, \$4.84 per gallon of MC 70 Grade Asphalt, \$4.01 per gallon of RC 800 Grade Asphalt, and the Demurrage cost per hour was \$160.00 after 1.5 hours.

The negotiated price from Jebro, Inc. meets specifications. Jebro, Inc. has served the City of Yankton for several years supplying the City's liquid asphalt products. Therefore, it is recommended that the negotiated price be awarded to Jebro, Inc. for the AC Grade Asphalt, RC800 Grade Asphalt and MC 70 Grade Asphalt in the amounts stated above.

Respectfully submitted,



Corey Potts
Public Works Manager

____ Roll Call

Recommendation: It is recommended the negotiated price be awarded to Jebro, Inc. of Sioux City, Iowa for the AC Grade Asphalt at \$671.87 per ton, MC 70 Grade Asphalt at \$4.65505 per gallon, RC800 Grade Asphalt at \$3.8923 per gallon as detailed in Memorandum #24-58.

X I concur with this recommendation.

 I do not concur with this recommendation.

 Lisa Yardley for Amy Leon
Amy Leon
City Manager

Memorandum #24-59

To: Amy Leon, City Manager
From: Corey Potts, Public Works Manager
Subject: Bid Award for the Annual Supply of Bituminous Mix for the Department of Public Works, Street Division
Date: March 5, 2024

The City of Yankton advertised for bids for the annual supply of bituminous mix. No bids were received at the bid opening February 29, 2024.

South Dakota Codified Law states:

SDCL 5-18A-5 (9) Negotiation of Contract When No Bids Are Received

If, after advertising for bids, no firm bids are received, the purchasing agency may negotiate a contract for the purchase of the supplies, services, or public improvement projects at the most advantageous price, if the specifications of the original bid are met.

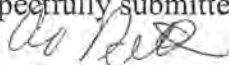
City Staff negotiated with Knife River – South Dakota of Sioux Falls, South Dakota for the bituminous mix that will be used by the Street Department.

NAME	BID AMOUNT
Knife River – South Dakota 1500 N. Sweetman Place Sioux Falls, SD 57107	\$88.00 per ton

The negotiated price for \$88.00 per ton is comparable to what current asphalt costs are in other locations in South Dakota. Last year's bid price was \$86.00 per ton.

The negotiated price from Knife River-South Dakota meets City specifications. The City has utilized this supplier for several years. Therefore, it is recommended that the bid be awarded to Knife River-South Dakota for the annual supply of bituminous mix.

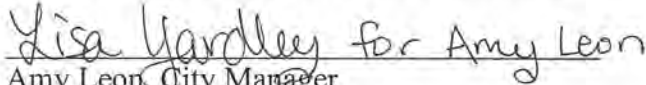
Respectfully submitted,


Corey Potts
Public Works Manager

Recommendation: It is recommended that the City Commission approve Memorandum #24-59 authorizing the annual supply of bituminous mix be awarded to Knife River – South Dakota of Sioux Falls, South Dakota at the price of \$88.00 per ton.

I concur with this recommendation.

I do not concur with this recommendation.


Amy Leon, City Manager

____ Roll Call

Memorandum #24-56

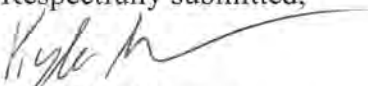
To: Amy Leon, City Manager
From: Kyle Goodmanson, Environmental Services Director
 Ross Den Herder, City Attorney
Subject: Water Delivery Agreement with Lewis and Clark Natural Resource District
Date: March 6, 2024

City staff along with City Attorney Ross Den Herder continue to move forward with the negotiations to sell water to Cedar Knox Rural Water Project. The project is part of the Lewis and Clark Natural Resource District (NRD). Staff first discussed this possibility with the City Commission back in 2016 and conversations continued.

In the last few months, conversations evolved into negotiations between NRD and City staff. The contract makes it clear that the Cedar Knox Water Project would be responsible for all cost of connecting to the City of Yankton Water System. The City would be selling treated water from the water treatment facility at a whole sale rate of \$3.49 per one thousand gallons. City agrees that it shall not adopt any rate changes for the water provided to the District that are different than the percentage change in rates adopted for the City's own citizens. Cedar Knox would be responsible for its own infrastructure for water storage and water pressure. The agreement is for a maximum of 1.75 million gallons per day and would be Cedar Knox Rural Water Project's sole source of water.

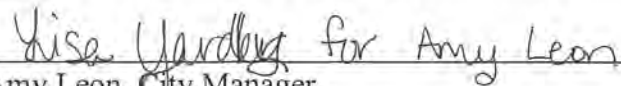
The staff is comfortable that the current infrastructure has capacity to meet this demand long term. The agreement will be contingent on the NRD receiving funding from the State of Nebraska.

We hope this can be a long-term relationship that can help both parties leverage and secure funds long into the future to provide safe and reliable drink water as efficiently as possible.

Respectfully submitted,

 Kyle Goodmanson
 Environmental Services Director


 Ross Den Herder
 City Attorney

Recommendation: It is recommended that the City Commission authorize the City of Yankton Mayor to execute the attached Water Delivery Agreement contract.

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

 Amy Leon, City Manager

CITY OF YANKTON, SOUTH DAKOTA

**LEWIS & CLARK NATURAL RESOURCES DISTRICT/CEDAR KNOX RURAL
WATER PROJECT**

WATER DELIVERY AGREEMENT

THIS WATER DELIVERY AGREEMENT (“Agreement”) is made and entered into as of _____, 2024 by and between the **City of Yankton, South Dakota**, a South Dakota municipal corporation and political subdivision, (“City”), and the **Lewis & Clark Natural Resource District/Cedar Knox Rural Water Project**, a Nebraska political subdivision (“District”). City and District are each a “Party” and collectively referred to as “the Parties” herein.

RECITALS

WHEREAS, District is organized and established under the provisions of Neb. Rev. Stat. §§ 2-3201 to 2-32,115. Among the District’s statutory powers is the authority to establish, construct and operate a rural water project. The District holds the authority to acquire or purchase water from any source and to distribute that water to the customers of the District. As a political subdivision of the State of Nebraska, the District provides water at cost and does not operate rural water systems for profit. All fees charged to customers by District are to recover costs for actual system operations; and

WHEREAS, City owns and operates a water production system and is willing to sell water to the District for the District’s rural water project under the terms and conditions of this Agreement; and

WHEREAS, City and District commit to putting the needs of the customer first to provide safe and reliable drinking water and to conserve and protect our water resources;

WHEREAS, City and District will continue to work together and negotiate in good faith an agreement and future projects that are beneficial to both parties.

NOW THEREFORE, in consideration of the foregoing and the mutual terms set forth herein, and pursuant to the authority contained in resolutions of their respecting governing bodies, the Parties hereby agree as follows:

1. Effective Date and Term. The term of this Agreement shall commence on _____, 2024 (“Effective Date”) and shall continue in force for a period of fifty (50) years from the Effective Date (“Term”). The Parties may extend or otherwise amend the Term by the mutual written agreement thereof.

2. Quality and Quantity of Water. During the Term, City agrees to furnish District at the points of delivery hereinafter specified with potable treated water, meeting the applicable quality standards established by both the States of Nebraska and South Dakota in such quantity as may be required by District for the project but not to exceed a gross combined total of One million Seven Hundred Fifty Thousand gallons per day (1.75 MGD), at a rate not to exceed 1,309 gallons per minute. If there is a discrepancy between the applicable quality standards of each State making compliance with both impossible, then the discrepancy shall be resolved by meeting the specific water quality standard established by the EPA applicable to the inconsistency.

3. Points of Delivery and Pressure. City agrees to furnish water to District at the connection points as of the Effective Date between the water system of City and main lines of District ("Points of Delivery"). The location of the Points of Delivery shall be mutually agreed to by the Parties upon completion of the necessary engineering and planning.

City agrees to furnish said water to District at the Points of Delivery at the normal operating pressure of the water system of City of not less than seventy (70) pounds per square inch. "Points of Delivery" shall mean: the specific connection point where the water leaves the current city infrastructure and enters into District's water mains.

The Parties acknowledge and agree that failures of adequate supply or adequate pressure due to a City water main line break, power failure, flood, fire, earthquake, natural disasters, contamination, or force majeure, including the use of water to fight or remediate a fire occurring within the corporate limits of City, shall excuse City from said failure of supply or pressure for the period of time during which said situation exists.

The Parties acknowledge and agree that City and District shall be solely and exclusively responsible for maintenance, repair, and replacement of their respective infrastructure, including water lines leading, at, and connecting to the Points of Delivery. District acknowledges and agrees that it shall be solely and exclusively responsible for the installation, operation, and maintenance of a backflow prevention device, associated piping, meter pits, and fittings, including the connection fittings. The City will provide and maintain the meter/s. City will provide an easement to the district for any district infrastructure located on City property at each and all Points of Delivery for the Project. All construction costs shall be paid by the District.

4. Metering. City shall retain ownership of, operate, and maintain metering equipment at all Points of Delivery for properly measuring the quantity of water delivered to District by City. The metering equipment shall include dual meters with outside readers. The installation, operation, repair, and maintenance of the metering equipment shall be at the sole cost and expense of City. The District shall provide a meter pit with the proper piping and fittings for installation of the meters.

The Parties acknowledge and agree that a meter registering not more than two percent (2%) above or below the test result shall be deemed to be accurate. For any meter determined by test to be inaccurate, the readings for the three (3) full months preceding said test shall be corrected in accordance with the percentage of inaccuracy determined by said test. If a meter fails to register for a period of time, the amount of water for said period shall be deemed to be the amount of water delivered by City to District at said meter for the corresponding period immediately prior to said failure; provided, however, that City and District may mutually agree to a different amount for said period.

The City shall install, maintain, test, and replace the meter/s per the manufacturer's specifications. Any required testing per the manufacture's specification shall be the responsibility of the City to have completed by an approved third party. When additional testing is requested by District, District shall be notified in advance of the date and time of said testing and may have a representative present thereat. If said test establishes that the meter being tested is accurate, as defined above, District shall bear the cost and expense thereof. If said test establishes that the meter being tested is inaccurate, as defined above, City shall bear the cost and expense thereof.

An appropriate official of District shall, upon advance request of not less than twelve (12) hours, be given and have access to the meters at a reasonable time for the purpose of verifying the meter readings. A City representative shall accompany said District official during any such access.

5. Conservation. The parties recognize that the City of Yankton has codified a Water Conservation Plan found in Chapter Twenty-Six (26), Article One (1), Division Two (2) of the Yankton Code of Municipal Ordinances. District agrees to adopt, implement, and enforce conservation measures that are comparable to those adopted by the City prior to providing water to the Project, and to promptly update such measures consistent with any lawful amendments to City's Water Conservation Plan ordinances.

6. Rates. City acknowledges and agrees that the water consumption rates charged by City to District shall be \$3,49 per 1,000 gallons delivered to the Points of Delivery. District shall not pay a surcharge for provision of water up to 1.75 MGD under this Agreement. City agrees that it shall not adopt any consumption rate changes for the water provided to the District, that are different than the percentage change in rates adopted for the City's own citizens. City shall provide District with notice of a rate change subsequent to the Effective Date within fifteen (15) days of an resolution establishing same being adopted by the City Commission.

7. Billing. The meters shall be read monthly by City personnel at approximately the same date so as to provide a reading for a billing period of not less than twenty-eight (28) days. City shall issue to District an itemized statement setting forth the amount of water delivered by City to District at the Points of Delivery during the completed billing period, the applicable rates,

and the corresponding amounts owed by District to City for said billing period. Said statements shall be issued by City to District on or before the twentieth (20th) day of the following month and shall be due and payable on the tenth (10th) day of the month following the month the City issued its billing statement.

8. Payment. District shall pay City in full the amount billed by City to District, pursuant to Section 6 hereinabove, on or before the tenth (10th) day of the month following the month in which said bill was issued by City to District. (For example, January's water use is billed by the City no later than February 20th, for which payment by the District is due no later than March 10th).

9. Regulatory Agencies. This Agreement is subject to rules, regulations, and laws as may be applicable to this or similar agreements within the State of Nebraska, the State of South Dakota, or the United States of America. The Parties acknowledge and agree that they will collaborate and work cooperatively to obtain and maintain such permits, certificates, and approvals as are, or may be required subsequent to the Effective Date, to comply therewith. Parties shall bear their own costs to acquire permits or approvals from the regulatory agencies that are specifically required for each Party.

10. Annual Meetings. Parties agree to meet annually to discuss and, in good faith, resolve any issues or differences regarding the supply of water under this Agreement and related matters. The Annual meeting shall be hosted by City at its water treatment facility on a mutually agreeable date and time. In addition to the annual meeting, either Party may require the other Party's staff to attend their respective board meetings to provide Project updates and respond to any questions from the boards. Staff from both Parties shall not be required to attend more than five (5) board meetings annually. Both Parties agree to provide any requested documentation to the other Party to allow for board action and such action item shall be placed on the board agenda. Should any dispute or disagreement arise that cannot be resolved at the annual meeting or between the Parties' respective boards, the Parties shall engage in non-binding mediation prior to taking any formal legal action.

11. Assignment. This Agreement may be assigned by District to the United States of America or to any agent thereof as collateral security for any loan made, or previously made, to District to finance the construction, extension, repair, and maintenance of the water supply of District. Notwithstanding the foregoing, this Agreement may not be sublet or assigned by either Party without the express prior written consent of the other Party. District agrees that it shall not provide water to any other natural resources district in Nebraska without the written consent of the City.

12. Successors. Any successor of City or District to this Agreement, whether the result of assignment, legal proceedings, regulatory requirements, or otherwise, shall be bound to

and assume all terms and provisions of this Agreement and shall assume all rights and liabilities of City or District hereunder.

13. Default by District. If District fails to pay any amounts due and owing pursuant to this Agreement for a period exceeding sixty (60) days or fails to perform any of the terms, conditions, or provisions applicable thereto pursuant to this Agreement, then City shall have the right, after giving fifteen (15) days advance written notice to District and any party to which District has assigned this Agreement pursuant to Section 10 hereinabove, to discontinue the delivery of water to District and to declare this Agreement terminated. Notwithstanding the foregoing, City shall have the right, without declaring this Agreement terminated, to discontinue the delivery of water to District so long as any amount due and owing by District to City, including finance charges, is unpaid for a period exceeding sixty (60) days.

The remedies and rights of City herein shall be cumulative and in addition to any and all remedies available to City, either at law or in equity, for any breach by District of this Agreement or any provision thereof.

14. Project Limitations. District acknowledges and agrees that City is providing water for the Project, the boundaries of which are depicted on the maps marked as Exhibits "A" and "B", attached hereto, and by this reference specifically incorporated herein. City is not, and shall not be during the Term, under obligation to furnish water to District to be used outside the Project. District acknowledges and agrees that the area of the Project, including, but not limited to, the enlargement or expansion thereof, is expressly prohibited without the prior written consent of City at its sole discretion. The District also agrees that should it appear that the Project water demands may increase to amounts in excess of 1.75 MGD, the District will work cooperatively with the City to jointly explore ways and means to meet any such future demands. In any event, the City shall not be required to provide water in excess of 1.75 MGD unless agreed to by the City.

15. Termination. Prior to the expiration of the Term, either Party may terminate this Agreement at any time for any or no reason by providing thirty-six (36) months prior written notice to the non-terminating Party.

16. Notice. All notices under this Agreement must be in writing and delivered by personal service, first class U.S. mail, postage prepaid, to the other Party, at the addresses set forth below, or to such address as the other Party may specify in writing. All notices, demands and requests will be effective upon actual receipt. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given will be deemed to be receipt of the notice, demand or request sent.

*If to City: City Manager
 416 Walnut Street*

*PO Box 176
Yankton, SD 57078*

*Copy to: Director of Environmental Services
315 West Riverside Drive
PO Box 176
Yankton, SD 57078*

*If to District: General Manager, Lewis & Clark NRD
PO Box 518
608 North Robinson Ave.
Hartington, NE 68739*

*Copy: Project Manager, CKRWP
608 North Robinson Ave.
PO Box 518
Hartington, NE 68739*

17. Hold Harmless. District agrees to indemnify and hold harmless, protect and defend City, its officers, agents, and employees from any and all claims, losses, demands, suits, actions, payments and judgments, including any and all costs and expenses connected therewith, legal cost or otherwise, for any damages which may be asserted, claimed, or recovered against or from City, its officers, agents, employees, or its insurers because of personal injury, including bodily injury or death, or on account of property damage, including loss of use thereof, sustained by any person or persons which arises out of, is in any way connected with, or results from the services and activities provided for in this Agreement, but only to the extent caused by the negligence of the District, its officers, agents or employees. District shall promptly notify City of any claims or suits received or served against it, its officers, agents, or employees relating to the provisions of this Agreement or the services described herein.

18. Miscellaneous.

a. Severability. Any provision of this Agreement which is prohibited or unenforceable will be ineffective to the extent of such prohibition or unenforceability without affecting, impairing, or invalidating the remaining provisions hereof or the enforceability thereof. To the extent legally permissible, the parties will negotiate in good faith whatever amendment to this Agreement may be necessary to fairly and equitably achieve in a legally permissible manner the substance of the provision which was so prohibited or unenforceable; provided, however, that if such prohibition or unenforceability causes the frustration or failure of an essential purpose of this Agreement, then either party may terminate this Agreement; and further provided, however,

that such right to terminate is conditioned upon and subject to the frustration, failure or essential purpose being so material as to reasonably warrant termination of this Agreement.

b. Headings. The captions in this Agreement are for convenience and reference only and will not limit in any way or otherwise affect any of the terms or provisions hereof.

c. Integration; Replacement; Amendment. This Agreement and the exhibits attached hereto constitute the entire understanding between the Parties about the subject matter hereof. This Agreement supersedes and replaces any and all prior agreements by and between the Parties related to the Project. This Agreement may not be changed, altered, modified, or amended except by a writing signed by the Parties.

d. Waiver; Delay. The failure of either Party to demand strict performance of the terms hereof, or to exercise any right conferred herein, will not be construed as a waiver or relinquishment of its right to assert or rely on any such term or right in the future. Waiver by either party of any term, provision, or condition of this Agreement will not be construed to be a waiver of any other term, provision, or condition, nor will such waiver be deemed to be a waiver of a subsequent breach of the same term, provision, or condition. Failure or delay by either party to require performance of any provision of this Agreement will not affect or impair the right of such Party to require full performance with such provision at any time thereafter.

e. Governing Law. Except as set forth herein regarding water quality standards, this Agreement shall be construed under and governed by the laws, substantive and procedural, of the State of Nebraska.

f. Independent Contractor. District shall provide the services set forth in this Agreement as an independent contractor and not as an agent, joint venture, nor partner of City, and nothing in this Agreement shall be construed as creating any other relationship between the Parties, or between any employee or agent of District and City.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the date first written above.

City of Yankton, South Dakota, a South Dakota municipal corporation and political subdivision

By: _____
Stephanie Moser, Mayor

ATTEST

Lisa Yardley, City Finance Officer

Lewis & Clark Natural Resources District, a Nebraska natural resources district and political subdivision

By: _____
Chair, Board of Directors

ATTEST

Secretary

Cedar Knox Rural Water Project Service Area

EXHIBIT
B

