



2024_04_08

**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, April 8, 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 Regular Meeting of March 25, 2024

Attachment I-2

3. Schedule of Bills

Attachment I-3

4. City Manager’s Report

Attachment I-4

5. Proclamations

- National Library Week
- National Public Safety Telecommunicators Week
- Ellie Wagner, Girl Scout Gold Award Recipient

6. Public Appearances

**Presentation - Scott Kostal, Executive Director
Missouri Sedimentation Action Coalition (MSAC)**

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 April 22, 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. Special Events Dance Date Change

Consideration of Memorandum #24-80 recommending approval of the application from Yankton County 4-H Clubs, d/b/a Yankton County Fair for a Special Events Dance for Friday, August 2, 2024 which will take place at 905 Whiting Drive, Yankton, South Dakota.

Attachment II-2

3. Establish Public Hearing for Sale of Alcoholic Beverages

Establish April 22, 2024 as the date for the public hearing for a Special On-sale Malt Beverage Retailers License and a Special On-sale Wine Retailers License for 1 day, May 4, 2024, from The Center, 900 Whiting Drive.

Attachment II-3

4. Establish Public Hearing for Sale of Alcoholic Beverages

Establish April 22, 2024 as the date for the public hearing for a Special On-sale Malt Beverage Retailers License for 1 day, August 17, 2024, from Yankton Rodeo Association, Inc., 43371 310th Street. Event to be held at the Rodeo Grounds, 404 Paddle Wheel Drive.

Attachment II-4

5. Establish Public Hearing for Sale of Alcoholic Beverages

Establish April 22, 2024 as the date for the public hearing for a Special On-sale Liquor License for one day, May 4, 2024, from RB Grillhouse and Sports Bar, 2901 Broadway Avenue. Event location is NFAA, 800 Archery Lane.

Attachment II-5

6. Establish Public Hearing for Sale of Alcoholic Beverages

Establish April 22, 2024 as the date for the public hearing for a Special On-sale Malt Beverage Retailers License and a Special On-sale Wine Retailers License for 1 day, May 28, 2024, from Mount Marty University – Fresh Ideas, 1105 W. 8th Street.

Attachment II-6

III. OLD BUSINESS

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

1. Public Hearing for Sale of Alcoholic Beverages

Consideration of Memorandum #24-81 regarding a request for a Special On-sale Malt Beverage Retailers License and a Special On-sale Wine Retailers License for 1 day, September 14, 2024, from The Center, 900 Whiting Drive, Yankton, South Dakota.

Attachment III-1

2. Public Hearing for Sale of Alcoholic Beverages

Consideration of Memorandum #24-82 regarding a request for the transfer of ownership of a Retail (on-off sale) Malt Beverage & SD Farm Wine License and a Retail (On-sale) Liquor License from Upper Deck (Mark Hausmann, Owner) to MG Oil d/b/a Upperdeck (Troy Erickson, Owner), 315 Broadway, Suites A & B, Yankton, South Dakota.

Attachment III-2

3. Public Hearing for Sale of Alcoholic Beverages

Consideration of Memorandum #24-86 regarding a request for a Special On-sale Liquor License for one day, May 25, 2024, from Boomer's, Inc., d/b/a Boomer's Lounge, 100 E. 3rd Street. Event location is the Meridian Venue, 101 E. 3rd Street.

Attachment III-3

IV. NEW BUSINESS

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

1. Terminal Apron Reconstruction Design Grant Application

Consideration of Memorandum #24-27 authorizing the City Manager to sign and execute the 2024 FAA BIL-AIG Grant Application AIP #3-46-0062-039-2024 which would also authorize the City Manager to sign and execute the Agreement for Professional Services with KLJ Engineering LLC for the Terminal Apron Reconstruction Design Project at Chan Gurney Municipal Airport.

Attachment IV-1

2. Gehl Drive Bid Award

Consideration of Memorandum #24-84 recommending that the City Commission award the Gehl Drive & Sanitary Trunk Sewer contract to SiteWorks, Inc., of Sioux Falls, SD in the amount of \$3,173,724.84, and authorize the City Manager to execute the contract documents associated with the project outlined in Memorandum #24-84.

Attachment IV-2

3. Transfer of Remnant Property

Consideration of Memorandum #24-88 recommending the consideration of Resolution #24-21 and, if approved, further authorize the City Manager to execute all associated documents.

Attachment IV-3

4. Proposed City Initiated Rezoning of Identified Pearl Street Property

Consideration of Memorandum #24-89 recommending the approval of initiating the process of considering a rezoning of Lots 1-4, and part of Lot 5; and part of Lots 16-18 lying west of the RR, all in Block 49. Lower Yankton Addition to the City of Yankton.

Attachment IV-4

5. Mower for the Chan Gurney Municipal Airport

Consideration of Memorandum #24-87 recommending the approval of the purchase of a new Grasshopper mower for \$30,500 from Koletzky Implement of Yankton, SD.

Attachment IV-5

6. 2024 Assessment Roll - Nuisance Abatement

Consideration of Memorandum #24-85 recommending that the Board of Commissioners set May 13, 2024 as the date for a public hearing for the special assessment roll.

Attachment IV-6

7. Sidewalk Café Permit Application

Consideration of Memorandum #24-90 regarding a sidewalk café permit to 100 West 3rd Street doing business as Walnut Tavern.

Attachment IV-7

8. Surplus Equipment

Consideration of Memorandum #24-91 recommending the adoption of Resolution #24-22 and authorize the disposal of surplus property by sealed bid.

Attachment IV-8

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 APRIL 8, 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
MARCH 25TH, 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, Miner, Schramm, Villanueva, and Webber. City Attorney Den Herder, City Manager Leon, and Finance Officer Yardley were also present. Quorum present.

Action 24-85

Moved by Commissioner Webber, seconded by Commissioner Villanueva, to approve Minutes of Regular Meeting of March 11, 2024.

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

Motion adopted.

Action 24-86

Moved by Commissioner Johnson, seconded by Commissioner Webber, that the Schedule of Bills be approved and warrants be issued with a change to pay \$699.00 to vendor “Desert Snow” instead of the original amount of \$990.00.

A-Ox Welding (Propane) \$241.89; Automatic Building Controls (Alarm Inspection) \$3,458.00; Blackstrap (Road Salt) \$1,590.01; Cedar Knox (Electricity) \$1,257.46; CenturyLink (Phone) \$1,165.74; City Of Yankton (Garbage) \$186.13; Cloud Navigator (Microsoft Licensing) \$12,198.00; Collision Center (Truck Repair) \$12,032.08; Credit Collections (Utilities) \$8.00; Danko Emergency Equip. (Fog Fluid) \$112.00; Dept of Health (Lab Testing) \$485.00; Desert Snow (Class) \$699.00; Ehresmann Engineering (Steel Parts) \$849.49; Election System & Software (Election Supplies) \$2,243.72; Fair MFG (Air Filter) \$541.00; Ferguson Enterprises (Meter Project) \$32,400.00; Friends Of Sertoma (Advertisement) \$400.00; Frontier Precision (Survey Update) \$2,300.67; Gerstner Oil (Fuel) \$74,899.19; Gurney Redevelopment (Facade Grant Reimburse) \$4,510.61; Hanson Briggs (Envelopes) \$520.81; Harn Ro Systems (Parts) \$999.51; Heiman Fire Equip (Firefighting Gear) \$11,708.31; Jack's Uniforms (Vests) \$9,508.57; JEO Consulting (Bridge Repairs) \$4,073.75; JJ Benji's (Shirts) \$1,080.00; Kiesler's Police Supply (Ammunition) \$404.00; KLJ Engineering (Survey) \$12,598.83; Knife River SD (Asphalt Gravel) \$8,889.81; Knowink (Election Pollbooks) \$3,600.00; Koletzky Implement (Parks Mower) \$16,500.00; Lewis & Clark (Parts) \$140.40; Mcleods (Election Supplies) \$172.50; Meyer (Wood Fiber) \$5,884.00; Mid-American Research Chemical (Road Maintenance) \$1,633.43; Midwest Alarm (Testing) \$186.40; Millennium (Recycling) \$2,549.40; MW Auto & Towing (Towing Vehicle) \$191.75; Napa Auto (Parts) \$19.89; Northern Truck Equipment (Parts) \$983.90; Office of Fire Marshal (Boiler Inspection) \$160.00; Onward Yankton (Program Supplies) \$25.00; Powerphone (Training) \$1,045.00; Press & Dakotan (Ad) \$5,459.96; Riverfront Broadcasting (Website Design) \$2,775.00; Rockne/Vanessa (Tennis Class) \$1,893.20; Saber Shred Solutions (Tires) \$12,607.20; Sanitation Products (Parts) \$2,927.48; SD Public Assurance Alliance (Property/Liability Ins) \$468,907.72; Sign Solutions (Signs) \$13,826.14; Slowey Construction (Mead Property) \$47,894.83; Smith Ins (FirePak Insurance) \$42,469.25; Stan Houston Equip (Parts) \$15.94; State Hygienic Lab (Lab Testing) \$770.50; Third Millennium (Utility) \$708.29; Top Notch (Window Cleaning) \$780.57; Traffic Control (Repairs) \$2,236.00; Transource (Parts) \$6,800.19; Truck Trailer

(Parts) \$8,127.14; US Bank (Drinking Water) \$661,663.62; Williams & Co (Audit - 2022 Final) \$3,005.00; Yankton County Auditor (Cost Component) \$15,740.81; Yankton Fire (Testing) \$912.50.

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

Mayor Moser read a proclamation and honored four retired firefighters: Michael Gullikson, Larry Nickles, Matt Nighbert, and Dave Walsh. Combined, these firefighters provided 109 years of service and dedication to the City of Yankton.

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 24-87

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

- 1) Establish noon on Friday, April 12, 2024, as the time and date of a NOTICE OF CALL, a Special City Commission meeting to canvass the election returns of the City of Yankton Municipal Election which will be held on Tuesday, April 9, 2024. This meeting will be held at the CMTEA Room #114.
- 2) Setting date of June 10, 2024 with a second date of June 11, 2024 (to be used if necessary) at 5:30 PM in CMTEA Room #114 for Budget Meetings to discuss the Capital Improvement Plan.
- 3) Establish April 8, 2024 as the date for the public hearing for a Special On-sale Malt Beverage Retailers License and a Special On-sale Wine Retailers License for 1 day, September 14, 2024, from The Center, 900 Whiting Drive.
- 4) Establish April 8, 2024 as the date for the public hearing for the transfer of owner of a Retail (on-sale) Liquor and a Retail (on-off sale) Malt Beverage & SD Farm Wine License from Upper Deck Inc to MG Oil Company d/b/a Upperdeck, 315 Broadway Ave, Suites A & B.
- 5) Establish April 8, 2024 as the date for the public hearing for a Special Events Retail On-sale Liquor License for one day, May 25, 2024, from Boomer’s, Inc., d/b/a Boomer’s Lounge, 100 E. 3rd Street. The event location is the Meridian Venue, 101 E. 3rd Street.
- 6) Consideration of Memorandum #24-71 recommending approval of the applications from Yankton Riverboat Days, Inc. for a transient merchant license and a special events dance license to be located at Riverside Park. Both licenses are for three days, Thursday – Saturday, August 16-18, 2024.

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

Action 24-88

This was the time and place for the public hearing on the application for a Special On-sale Malt Beverage Retailers License for three days, August 16-18, 2024, from Yankton Area Riverboat Days, Inc. The event will take place at Riverside Park, Yankton, South Dakota. (Memorandum 24-70) No one was present to speak for or against the application. Moved by Commissioner Benson, seconded by Commissioner Johnson, to approve the license.

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

Action 24-89

Moved by Commissioner Webber, seconded by Commissioner Brunick, to appoint the following election workers to serve for the City of Yankton Municipal Election to be held on April 9, 2024, and set compensation rates at \$200.00 for the Superintendents, \$180.00 for the Deputies, and \$60.00 for Absentee Ballot Counters. Payment for training will be \$35.00 for attending.

Vote Center 1: Myrna Hunhoff, Superintendent; Marlin Mulloy, Deputy; Mike Hawk, Deputy; JoAnn Huitema, Deputy; Paula Hallberg, Deputy. Vote Center 2: Sharon Fiedler, Superintendent; Bob Diede, Deputy; Malena Diede, Deputy; Elaine Harty, Deputy; Anne Mello, Deputy. Vote Center 3 (Absentee): Nancy Fisher, Jane Lemay, Kimberly Christensen. Reserve: Karen Abbott, Dave Abbott, Sue O'Grady, Roberta Ambur. (Memorandum 24-68)

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

Action 24-90

Moved by Commissioner Johnson, seconded by Commissioner Villanueva, to approve offering grant agreements to the projects selected by the Façade Grant Committee. (Memorandum 24-65)

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

Action 24-91

Moved by Commissioner Benson, seconded by Commissioner Miner, to approve Resolution 24-19. (Memorandum 24-66)

RESOLUTION #24-19

WHEREAS, the City of Yankton plans the Music at the Meridian event, and

WHEREAS, the City would like to secure an exclusive alcohol beverage provider for such events; and

WHEREAS, the City desires to capture some revenue from the alcohol vendor; and

WHEREAS, the City desires to have a beer specifically brewed for, named for, and sold at the event;

NOW, THEREFORE, BE IT RESOLVED by the Board of City Commissioners of Yankton, South Dakota that the following rate is hereby adopted effective May 1, 2024:

Exclusive Alcohol Vendor Contract Fee for 2024: \$1,050.00

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

Action 24-92

Moved by Commissioner Webber, seconded by Commissioner Villanueva, to approve the request for a public firework display hosted by Parks and Recreation on July 4, 2024. (Memorandum 24-69)

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

Action 24-93

Moved by Commissioner Brunick, seconded by Commissioner Webber, to approve the request for a public firework display hosted by Riverboat Days and Summer Arts Committees on August 16, 2024. (Memorandum 24-72)

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

Action 24-94

Moved by Commissioner Webber, seconded by Commissioner Miner, to approve the purchase of a 2024 Larue D50 snow blower for the purchase price of \$229,875.00 from TranSource Truck and Equipment of Sioux Falls, South Dakota based on the Sourcewell bid contract. (Memorandum 24-73)

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

Action 24-95

Moved by Commissioner Villanueva, seconded by Commissioner Benson, to authorize the City Manager to execute the Agreement for Engineering Services for railroad tracks water main boring at Cedar Street, Walnut Street, and Douglas Avenue with Banner Associates, Inc. (Memorandum 24-74)

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

Action 24-96

This was the time and place for the bid opening of the 8th Street Pavement and Utility Replacement from Burleigh Street to Ferdig Street. The following bids were received and opened on March 14, 2024, at 3:00 pm.: Masonry Components, Yankton, SD, \$2,210,122.42. Katzer Concrete, Sioux Falls, SD, \$2,699,667.95. Feimer Construction, Yankton, SD, \$3,067,121.25. BX Civil & Construction, Dell Rapids, SD, \$2,686,784.70. First Rate Excavate, Sioux Falls, SD, \$3,159,494.00. D&G Concrete Construction, Sioux Falls, SD, \$2,326,340.90. Hulstein Excavating, Edgerton, MN, \$2,826,334.53. Slowey Construction, Yankton, SD, \$2,378,238.60. (Memorandum 24-75) Moved by Commissioner

Johnson, seconded by Commissioner Webber, to award the bid to Masonry Components, Inc. in the amount of \$2,210,122.42.

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

Action 24-97

This was the time and place for the bid opening of the 21st Street Water Main and Street Reconstruction from West City Limits Road to Summit Street. The following bids were received and opened on March 14, 2024, at 3:00 pm.: Masonry Components, Yankton, SD, \$1,078,800.00. Katzer Concrete, Sioux Falls, SD, \$1,376,014.75. Feimer Construction, Yankton, SD, \$1,507,867.00. BX Civil & Construction, Dell Rapids, SD, \$1,369,300.40. D&G Concrete Construction, Sioux Falls, SD, \$1,284,118.91. Hulstein Excavating, Edgerton, MN, \$11,586,341.90 (error in unit price calculation). (Memorandum 24-76) Moved by Commissioner Villanueva, seconded by Commissioner Miner, to award the bid to Masonry Components, Inc. in the amount of \$1,078,800.00.

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

Action 24-98

Moved by Commissioner Villanueva, seconded by Commissioner Johnson, to approve the purchase of the lighting fixtures, adopt the Energy Efficiency and Conservation Strategy, and authorize the City Manager to sign any documents related to the Energy Efficiency and Conservation Block Grant. (Memorandum 24-67)

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

Action 24-99

Moved by Commissioner Johnson, seconded by Commissioner Webber, to adopt Resolution #24-20 and authorize the trade of surplus property. (Memorandum 24-79)

RESOLUTION #24-20

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

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

SURPLUS PROPERTY TO BE TRADED

Police Department: Voice Stress Analyzer CVSA II-Dell E6430 Model 2XPKYW1

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

Action 24-100

Moved by Commissioner Miner, seconded by Commissioner Webber, to adjourn at 7:44 p.m.

March 25th, 2024

Page 6

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

Stephanie Moser
Mayor

ATTEST:

Lisa Yardley
Finance Officer

Published on April 3, 2024

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
AROUND THE CLOCK ADVERTI	ADVERTISING	4,000.00	PUBLIC EDUCATION EXPENDI	101.111.251		114	241521	P	757	00006
BOW CREEK METAL INC	PARK REPAIR	950.00	REP. & MAINT. - BUILDING	201.201.223		3498	081165	P	757	00026
BRIGHTWAY ELECTRIC LLC	WIRING PROJECT	7,150.00	EQUIPMENT	101.125.350		A5786	230003	P	757	00039
	REPAIR	345.00	REP. & MAINT. - BUILDING	101.141.223		A6147	024255	P	757	00013
		7,495.00	*VENDOR TOTAL							
CENTURYLINK	PHONE	64.79	TELEPHONE	611.611.271		3/18/2024	003065	P	757	00041
CHS	GREASE	434.40	GARAGE GASOLINE & LUBRIC	801.801.238		85309	080068	P	757	00002
	DEF	500.00	GARAGE GASOLINE & LUBRIC	801.801.238		85345	080070	P	757	00003
	DEF	949.00	GARAGE GASOLINE & LUBRIC	801.801.238		85347	080069	P	757	00001
		1,883.40	*VENDOR TOTAL							
CITY OF VERMILLION	JT. POWERS	67,839.18	COST OF SERVICE PROVIDED	637.637.206		MARCH 2024	003067	P	757	00051
CITY OF YANKTON-C G AIRP	GARBAGE	12.00	LANDFILL	101.127.276		4/1/2024	003727	P	757	00015
CITY OF YANKTON-CENTRAL	RUBBISH	6.50	LANDFILL	801.801.276		4/1/2024	005523	P	757	00018
CITY OF YANKTON-CITY CLE	CITY CLEAN UP WEEK	7,228.34	CLEAN-UP WEEK TIPPING FE	631.631.218		4/1/2024	005525	P	757	00016
CITY OF YANKTON-SOLID WA	GARBAGE	16,093.56	LANDFILL TIPPING FEE	631.631.219		4/1/2024	005524	P	757	00017
CONSOLIDATED ELECTRICAL	GENERATOR MAINTENANCE	395.00	EQUIPMENT	208.208.350		925710-00	240005	P	757	00040
CREDIT COLLECTIONS BUREA	GARNISHMENT	50.00	MISC. EMP. DED.	711.2079		3/28/2024	024014	P	757	00038
DEPT OF HEALTH	LAB SAMPLES	236.00	PROFESSIONAL SERVICES	601.601.202		10614538	240128	P	757	00032
	LAB SAMPLES	60.00	PROFESSIONAL SERVICES	203.203.202		10614538	240128	P	757	00033
		296.00	*VENDOR TOTAL							
DESIGN SOLUTIONS & INTEG	PUMP UPGRADE	8,161.88	REP. & MAINT. - PLANT	601.601.221		JC16417	240125	P	757	00007

Schedule of Bills

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
DOCKENDORF EQUIPMENT RECEIPT PAPER	19.69	REP. & MAINT. - BUILDING	201.201.223		3696	081164	P 757 00020
HANSEN LOCKSMITHING LOCK REPAIR	220.00	REP. & MAINT. - BUILDING	101.127.223		68196	024345	P 757 00050
HANSON BRIGGS ADVERTISIN BANNERS	1,011.25	EQUIPMENT	101.102.350		31973	024257	P 757 00035
HAWKINS INC POOL CHEMICALS	1,272.27	CHEMICALS & GASES	203.203.240		6716064	081091	P 757 00019
CHEMICALS	11,518.33	CHEMICALS & GASES	601.601.240		6717514	240130	P 757 00036
	12,790.60	*VENDOR TOTAL					
J & H CLEANING SERVICE JANITORIAL	3,100.00	CONTRACTED SERVICES	203.203.204		03312031	081166	P 757 00027
JANITORIAL APRIL	1,200.00	CONTRACTED SERVICES	101.142.204		03312032	024292	P 757 00037
	4,300.00	*VENDOR TOTAL					
LARRY'S HEATING & COOLIN AC SERVICED	184.00	REP. & MAINT. - BUILDING	101.141.223		67653	024254	P 757 00049
LEWIS & CLARK HOMEBUILDE ANNUAL DUES	430.00	MEMBERSHIP DUES	101.106.261		1129	024256	P 757 00014
MIDAMERICAN ENERGY SERVI FUEL	8,078.44	FUEL-HEATING	611.611.273		3/13/24	002904	P 757 00048
NITV FEDERAL SERVICES LL CVSA EQUIPMENT	9,785.00	EQUIPMENT	101.111.350		13453 & 13457	241519	P 757 00066
NORTHERN TRUCK EQUIPMENT DUMP BOX	21,243.00	EQUIPMENT	201.201.350		SF1039054	022568	P 757 00047
NOVELTY MACHINE INC PARTS	52.42	REP. & MAINT. - PLANT	601.601.221		19559	240127	P 757 00031
POWER SOURCE ELECTRIC WIRING PROJECT	687.39	METER TECHNOLOGY UPGRADE	602.602.351		S-68777	240126	P 757 00030
ANTENNA	5,236.39	METER TECHNOLOGY UPGRADE	602.602.351		S-68778	240126	P 757 00029
	5,923.78	*VENDOR TOTAL					
RACOM CORPORATION BEON	35.80	PROFESSIONAL SERVICES	101.111.202		INV15296	210004	P 757 00034
SANITATION PRODUCTS INC PARTS	5,399.75	GARAGE PARTS	801.801.249		88534	024483	P 757 00005
STOCKWELL ENGINEERS INC @FY@ GEHL DRIVE SERVICES	189,210.97	PROFESSIONAL SERVICES	515.588.202		15352	243501	P 757 00021

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
STOCKWELL ENGINEERS INC										
@FY@ GEHL DRIVE SERVICES		27,706.50	PROFESSIONAL SERVICES	515.588.202		15507	243501	P	757	00022
@FY@ GEHL DRIVE SERVICES		25,353.99	PROFESSIONAL SERVICES	515.588.202		15732	243501	P	757	00023
@FY@ GEHL DRIVE SERVICES		54,994.04	PROFESSIONAL SERVICES	515.588.202		15796	243501	P	757	00024
@FY@ GEHL DRIVE SERVICES		12,616.60	PROFESSIONAL SERVICES	515.588.202		16137	243501	P	757	00025
		309,882.10	*VENDOR TOTAL							
THIRD MILLENNIUM ASSOCIA										
UTILITY		331.59	PROFESSIONAL SERVICES	601.601.202		31193	003880	P	757	00008
UTILITY		316.86	PROFESSIONAL SERVICES	611.611.202		31193	003880	P	757	00009
UTILITY		88.43	PROFESSIONAL SERVICES	631.631.202		31193	003880	P	757	00010
CLEAN UP WEEK INSERT		1,646.56	PROFESSIONAL SERVICES &	637.637.202		31193	003880	P	757	00011
@FY@ RECYCLE INSERT		102.42	PROFESSIONAL SERVICES	631.631.202		31193	003880	P	757	00012
		2,485.86	*VENDOR TOTAL							
TRANSPORTATION DEPT/S.D.										
CEDAR ST BRIDGE		1,636.53	CEDAR STREET BRIDGE	207.221.397		S00133791	243004	P	757	00046
UNITED STATES POSTAL SER										
MAIL POSTAGE		17.84	POSTAGE	101.122.231		MARCH 2024	002989	P	757	00052
MAIL POSTAGE		172.88	POSTAGE	101.104.231		MARCH 2024	002989	P	757	00053
MAIL POSTAGE		15.36	POSTAGE	101.111.231		MARCH 2024	002989	P	757	00054
MAIL POSTAGE		78.91	POSTAGE	201.201.231		MARCH 2024	002989	P	757	00055
MAIL POSTAGE		44.80	POSTAGE	637.637.231		MARCH 2024	002989	P	757	00056
MAIL POSTAGE		7.68	POSTAGE	101.102.231		MARCH 2024	002989	P	757	00057
MAIL POSTAGE		10.08	POSTAGE	101.106.231		MARCH 2024	002989	P	757	00058
MAIL POSTAGE		39.92	POSTAGE	101.107.231		MARCH 2024	002989	P	757	00059
MAIL POSTAGE		31.84	POSTAGE	203.203.231		MARCH 2024	002989	P	757	00060
MAIL POSTAGE		120.67	POSTAGE	601.601.231		MARCH 2024	002989	P	757	00061
MAIL POSTAGE		115.31	POSTAGE	611.611.231		MARCH 2024	002989	P	757	00062
MAIL POSTAGE		32.18	POSTAGE	631.631.231		MARCH 2024	002989	P	757	00063
MAIL POSTAGE		0.64	OFFICE SUPPLIES	101.123.232		MARCH 2024	002989	P	757	00064
MAIL POSTAGE		12.23	ELECTION	101.104.204		MARCH 2024	002989	P	757	00065
		700.34	*VENDOR TOTAL							
XEROX FINANCIAL SERVICES										
COPIER LEASE		410.99	COPIES	101.105.234		5502990	021748	P	757	00042
COPIER LEASE		141.94	CONTRACTED SERVICES	203.203.204		5502990	021748	P	757	00043
COPIER LEASE		141.94	COPIES	101.111.234		5502990	021748	P	757	00044
COPIER LEASE		141.94	COPIES	101.104.234		5502990	021748	P	757	00045
		836.81	*VENDOR TOTAL							
YANKTON FIRE & SAFETY CO										
TESTING EXTINGUISHER		732.25	PROFESSIONAL SERVICES	801.801.202		29151	080066	P	757	00004

Schedule of Bills

VENDOR NAME	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
DESCRIPTION							
REPORT TOTALS:	500,223.27						

RECORDS PRINTED - 000065

Schedule of Bills

FUND RECAP :

FUND	DESCRIPTION	DISBURSEMENTS
101	GENERAL FUND	25,344.55
201	PARKS AND RECREATION	22,291.60
203	SUMMIT ACTIVITY CENTER	4,606.05
207	BRIDGE AND STREET	1,636.53
208	911/DISPATCH	395.00
515	EAST YANKTON TID	309,882.10
601	WATER OPERATION	20,420.89
602	WATER RENEWAL/REPLACEMENT	5,923.78
611	WASTE WATER OPERATION	8,575.40
631	SOLID WASTE	23,544.93
637	JOINT POWER	69,530.54
711	EMPLOYEE BENEFIT	50.00
801	CENTRAL GARAGE	8,021.90
TOTAL ALL FUNDS		500,223.27

BANK RECAP :

BANK	NAME	DISBURSEMENTS
1DAK	FIRST DAKOTA NAT'L BANK CORP	500,223.27
TOTAL ALL BANKS		500,223.27

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

DATE APPROVED BY

.....

.....

CLAIM NUMBER	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	INVOICE	PO#	F/P	ID	LINE
AFLAC		00025							
	EMPLOYEE DEDUCTIONS	5,308.32	CANCER & ICU SUPPLEMENTA	711.2075	02/23/2024	001234	P	724	00014
AFSCME	COUNCIL 65	06454							
	UNION DEDUCTIONS	534.98	MISC. EMP. DED.	711.2079	03/01/2024			724	00011
	UNION DEDUCTIONS	534.98	MISC. EMP. DED.	711.2079	03/15/2024			724	00101
	UNION DEDUCTIONS	534.98	MISC. EMP. DED.	711.2079	03/29/2024			724	00118
		1,604.94	*TOTAL						
AVERA	HEALTH PLANS	05140							
	HEALTH INS PREMIUMS	81,298.52	HEALTH INSURANCE	711.2068	A0002541	005122	P	724	00024
CITY	UTILITIES	00109							
	WATER & WW CHARGES	178.37	WATER SERVICE	101.114.274	2/21/2024	002642	P	724	00048
	WATER & WW CHARGES	68.08	SEWER SERVICE	101.114.275	2/21/2024	002642	P	724	00049
	WATER & WW CHARGES	148.21	WATER SERVICE	101.125.274	2/21/2024	002642	P	724	00043
	WATER & WW CHARGES	64.64	SEWER SERVICE	101.125.275	2/21/2024	002642	P	724	00044
	WATER & WW CHARGES	178.00	WATER SERVICE	101.127.274	2/21/2024	002642	P	724	00040
	WATER & WW CHARGES	139.60	WASTEWATER SERVICE	101.127.275	2/21/2024	002642	P	724	00041
	WATER & WW CHARGES	52.00	LANDFILL	101.127.276	2/21/2024	002642	P	724	00042
	WATER & WW CHARGES	179.71	WATER SERVICE	101.141.274	2/21/2024	002642	P	724	00061
	WATER & WW CHARGES	98.64	SEWER SERVICE	101.141.275	2/21/2024	002642	P	724	00062
	WATER & WW CHARGES	80.56	WATER SERVICE	101.142.274	2/21/2024	002642	P	724	00063
	WATER & WW CHARGES	57.84	SEWER SERVICE	101.142.275	2/21/2024	002642	P	724	00064
	WATER & WW CHARGES	360.57	WATER SERVICE	201.201.274	2/21/2024	002642	P	724	00055
	WATER & WW CHARGES	183.76	SEWER SERVICE	201.201.275	2/21/2024	002642	P	724	00056
	WATER & WW CHARGES	642.81	WATER SERVICE	203.203.274	2/21/2024	002642	P	724	00057
	WATER & WW CHARGES	241.44	SEWER SERVICE	203.203.275	2/21/2024	002642	P	724	00058
	WATER & WW CHARGES	2,832.06	WATER SERVICE	601.601.274	2/21/2024	002642	P	724	00059
	WATER & WW CHARGES	820.31	WATER SERVICE	611.611.274	2/21/2024	002642	P	724	00060
	WATER & WW CHARGES	49.06	WATER SERVICE	631.631.274	2/21/2024	002642	P	724	00053
	WATER & WW CHARGES	23.84	SEWER SERVICE	631.631.275	2/21/2024	002642	P	724	00054
	WATER & WW CHARGES	169.42	WATER	637.637.274	2/21/2024	002642	P	724	00045
	WATER & WW CHARGES	81.68	WW SERVICE	637.637.275	2/21/2024	002642	P	724	00046
	WATER & WW CHARGES	26.00	LANDFILL	637.637.276	2/21/2024	002642	P	724	00047
	WATER & WW CHARGES	99.12	WATER PURCHASED	801.801.274	2/21/2024	002642	P	724	00050
	WATER & WW CHARGES	95.28	SEWER SERVICE	801.801.275	2/21/2024	002642	P	724	00051
	WATER & WW CHARGES	26.00	LANDFILL	801.801.276	2/21/2024	002642	P	724	00052
		6,897.00	*TOTAL						
CSG	FORTE	07775							
	CC PROCESSING FEES	79.80	PROFESSIONAL SERVICES	203.203.202	11758445	024419	P	734	00001
	CC PROCESSING FEES	326.25	PROFESSIONAL SERVICES	203.203.202	11758498	024419	P	734	00002
		406.05	*TOTAL						
DEPT	OF SOCIAL SERVICES	01681							
	CHILD SUPPORT	1,083.87	MISC. EMP. DED.	711.2079	03/01/2024			724	00006
	CHILD SUPPORT	1,083.87	MISC. EMP. DED.	711.2079	03/15/2024			724	00096
	CHILD SUPPORT	582.62	MISC. EMP. DED.	711.2079	03/29/2024			724	00115
		2,750.36	*TOTAL						
FIRST	DAKOTA NAT'L BANK	07493							
	HSA CONTRIBUTIONS	3,056.46	HSA EMPLOYER CONTRIBUTIO	711.2052	03/01/2024			724	00004

ACH Payment Register

CLAIM NUMBER	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	INVOICE	PO#	F/P	ID	LINE
FIRST DAKOTA NAT'L BANK		07493							
	HSA CONTRIBUTIONS	2,535.47	HSA EMPLOYEE CONTRIBUTIO	711.2053	03/01/2024			724	00005
	HSA CONTRIBUTIONS	3,056.46	HSA EMPLOYER CONTRIBUTIO	711.2052	03/15/2024			724	00094
	HSA CONTRIBUTIONS	2,360.47	HSA EMPLOYEE CONTRIBUTIO	711.2053	03/15/2024			724	00095
		11,008.86	*TOTAL						
FIRST NATIONAL BANK FSA		07494							
	CAFETERIA PLAN	711.66	FLEX DAYCARE	711.2054	03/01/2024			724	00009
	CAFETERIA PLAN	468.32	FLEX MEDICAL	711.2055	03/01/2024			724	00010
	CAFETERIA PLAN	711.66	FLEX DAYCARE	711.2054	03/15/2024			724	00099
	CAFETERIA PLAN	341.24	FLEX MEDICAL	711.2055	03/15/2024			724	00100
		2,232.88	*TOTAL						
ICMA RETIREMENT TRUST -		00287							
	CONTRIBUTIONS	1,657.26	ICMA DEFERRED COMPENSATI	711.2067	03/01/2024			724	00003
	CONTRIBUTIONS	205.00	ICMA DEFERRED COMPENSATI	711.2067	03/15/2024			724	00093
	CONTRIBUTIONS	205.00	ICMA DEFERRED COMPENSATI	711.2067	03/29/2024			724	00114
		2,067.26	*TOTAL						
LUMEN		07496							
	CITY HALL FIBER INTERNET	372.44	INTERNET ACCESS	101.105.270	676472805	023065	P	724	00023
MIDAMERICAN ENERGY COMPA		00303							
	FUEL	1,144.53	FUEL-HEATING	101.114.273	03/05/2024			724	00069
	FUEL	11.29	FUEL-GENERATOR	101.115.273	03/05/2024			724	00068
	FUEL	233.63	ROAD MATERIALS	101.123.239	03/05/2024			724	00075
	FUEL	1,569.10	FUEL-HEATING	101.125.273	03/05/2024			724	00070
	FUEL	2,099.48	FUEL-HEATING	101.127.273	03/05/2024			724	00066
	FUEL	760.83	FUEL-HEATING	101.141.273	03/05/2024			724	00074
	FUEL	824.03	FUEL-HEATING	101.142.273	03/05/2024			724	00072
	FUEL	1,098.11	FUEL-HEATING	201.201.273	03/05/2024			724	00073
	FUEL	57.50	FUEL-HEATING	202.202.273	03/05/2024			724	00071
	FUEL	4,854.87	FUEL-HEATING	601.601.273	03/05/2024			724	00077
	FUEL	623.30	FUEL-HEATING	611.611.273	03/05/2024			724	00078
	FUEL	2,267.73	HEATING FUEL - GAS	637.637.273	03/05/2024			724	00076
	FUEL	1,031.59	FUEL-HEATING	801.801.273	03/05/2024			724	00067
		16,575.99	*TOTAL						
MONEY MOVERS INC		07676							
	SAC MAINTENANCE FEE	12.25	PROFESSIONAL SERVICES	203.203.202	164739	023072	P	724	00086
MORROW/JOSEPH C.		03823							
	DESIGN WORK	1,110.00	PROFESSIONAL SERVICES	101.125.202	175	203537	P	724	00065
	DESIGN WORK	1,950.00	PROFESSIONAL SERVICES	101.125.202	176	203537	P	724	00090
	DESIGN WORK	2,100.00	PROFESSIONAL SERVICES	101.125.202	177	203537	P	724	00110
		5,160.00	*TOTAL						
NORTHWESTERN ENERGY		00455							
	ELECTRIC	850.79	ELECTRICITY	101.114.272	03/06/2024			724	00032
	ELECTRIC	90.60	ELECTRICITY	101.115.272	03/06/2024			724	00031
	ELECTRIC	190.68	ELECTRICITY	101.123.272	03/06/2024			724	00036
	ELECTRIC	1,844.66	ELECTRICITY	101.125.272	03/06/2024			724	00030
	ELECTRIC	35,012.24	ELECTRICITY-STREET LIGHT	101.126.272	03/06/2024			724	00025
	ELECTRIC	2,171.93	ELECTRICITY	101.127.272	03/06/2024			724	00027

CLAIM NUMBER	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	INVOICE	PO#	F/P	ID	LINE
	NORTHWESTERN ENERGY	00455							
	ELECTRIC	1,616.88	ELECTRICITY	101.141.272	03/06/2024			724	00035
	ELECTRIC	961.93	ELECTRICITY	101.142.272	03/06/2024			724	00039
	ELECTRIC	3,155.58	ELECTRICITY	201.201.272	03/06/2024			724	00026
	ELECTRIC	1,036.63	ELECTRICITY	202.202.272	03/06/2024			724	00034
	ELECTRIC	28,775.35	ELECTRICITY	601.601.272	03/06/2024			724	00037
	ELECTRIC	14,374.41	ELECTRICITY	611.611.272	03/06/2024			724	00038
	ELECTRIC	253.31	ELECTRICITY	621.621.272	03/06/2024			724	00028
	ELECTRIC	778.45	ELECTRICITY	637.637.272	03/06/2024			724	00033
	ELECTRIC	1,204.97	ELECTRICITY	801.801.272	03/06/2024			724	00029
		92,318.41	*TOTAL						
	PAYMENT SERVICE NETWORK	07677							
	CC MERCHANT FEES	29.20	PROFESSIONAL SERVICES	601.601.202	289528&289711	023066	P	724	00019
	CC MERCHANT FEES	27.91	PROFESSIONAL SERVICES	611.611.202	289528&289711	023066	P	724	00020
	CC MERCHANT FEES	7.79	PROFESSIONAL SERVICES	631.631.202	289528&289711	023066	P	724	00021
	CC MERCHANT FEES	4.95	PROFESSIONAL SERVICES &	637.637.202	289528&289711	023066	P	724	00022
	CC MERCHANT FEES	29.20	PROFESSIONAL SERVICES	601.601.202	291104&290927	023066	P	724	00015
	CC MERCHANT FEES	27.91	PROFESSIONAL SERVICES	611.611.202	291104&290927	023066	P	724	00016
	CC MERCHANT FEES	7.79	PROFESSIONAL SERVICES	631.631.202	291104&290927	023066	P	724	00017
	CC MERCHANT FEES	4.95	PROFESSIONAL SERVICES &	637.637.202	291104&290927	023066	P	724	00018
		139.70	*TOTAL						
	RETIREMENT, SD	00519							
	SDRS CONTRIBUTIONS	146,734.00	SD RETIREMENT SYSTEM	711.2066	03/29/2024	002809	P	724	00109
	SDSRP	04992							
	CONTRIBUTIONS	4,581.00	ROTH 457 SDRS-SRP	711.2056	03/01/2024			724	00008
	CONTRIBUTIONS	5,336.72	SDRS SUPPLEMENTAL RETIRE	711.2058	03/01/2024			724	00007
	CONTRIBUTIONS	4,606.00	ROTH 457 SDRS-SRP	711.2056	03/15/2024			724	00098
	CONTRIBUTIONS	5,286.72	SDRS SUPPLEMENTAL RETIRE	711.2058	03/15/2024			724	00097
	CONTRIBUTIONS	4,606.00	ROTH 457 SDRS-SRP	711.2056	03/29/2024			724	00117
	CONTRIBUTIONS	5,286.72	SDRS SUPPLEMENTAL RETIRE	711.2058	03/29/2024			724	00116
		29,703.16	*TOTAL						
	STANDARD INSURANCE COMPA	05508							
	DENTAL INSURANCE PREMIUM	6,998.39	DENTAL INSURANCE	711.2059	03/07/2024	005313	P	724	00085
	VISION INSURANCE PREMIUM	749.72	VISION INSURANCE	711.2078	03/07/2024	005313	P	724	00084
	LIFE INSURANCE PREMIUMS	1,486.95	LIFE INSURANCE	711.2069	03/29/2024	005179	P	724	00111
		9,235.06	*TOTAL						
	U.S. POST OFFICE-UTIL	00642							
	UTILITY BILLING POSTAGE	1,162.41	PROFESSIONAL SERVICES	601.601.202	37611	001855	P	724	00087
	UTILITY BILLING POSTAGE	1,110.74	PROFESSIONAL SERVICES	611.611.202	37611	001855	P	724	00088
	UTILITY BILLING POSTAGE	309.97	PROFESSIONAL SERVICES	631.631.202	37611	001855	P	724	00089
		2,583.12	*TOTAL						
	UKG WORKFORCE READY	07490							
	PAYROLL/HR/TLM SOFTWARE	1,932.24	PROFESSIONAL SERVICES	101.107.202	12202077	203533	P	724	00079
	PAYROLL/HR/TLM SOFTWARE	238.55	PROFESSIONAL SERVICES	601.601.202	12202077	203533	P	724	00080
	PAYROLL/HR/TLM SOFTWARE	71.57	PROFESSIONAL SERVICES	611.611.202	12202077	203533	P	724	00081
	PAYROLL/HR/TLM SOFTWARE	71.57	PROFESSIONAL SERVICES	631.631.202	12202077	203533	P	724	00082
	PAYROLL/HR/TLM SOFTWARE	71.57	PROFESSIONAL SERVICES &	637.637.202	12202077	203533	P	724	00083

CLAIM NUMBER	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	INVOICE	PO#	F/P	ID	LINE
	UKG WORKFORCE READY	07490							
	PAYROLL/HR/TLM SOFTWARE	1,958.58	PROFESSIONAL SERVICES	101.107.202	12214498	203533	P	724	00104
	PAYROLL/HR/TLM SOFTWARE	241.80	PROFESSIONAL SERVICES	601.601.202	12214498	203533	P	724	00105
	PAYROLL/HR/TLM SOFTWARE	72.54	PROFESSIONAL SERVICES	611.611.202	12214498	203533	P	724	00106
	PAYROLL/HR/TLM SOFTWARE	72.54	PROFESSIONAL SERVICES	631.631.202	12214498	203533	P	724	00107
	PAYROLL/HR/TLM SOFTWARE	72.54	PROFESSIONAL SERVICES &	637.637.202	12214498	203533	P	724	00108
		4,803.50	*TOTAL						
	UNITED STATES TREASURY	07526							
	FEDERAL WITHHOLDING TAX	34,559.43	WITHHOLDING	711.2064	03/01/2024			724	00001
	FEDERAL WITHHOLDING TAX	59,312.70	OASI	711.2065	03/01/2024			724	00002
	GARNISHMENT	282.57	MISC. EMP. DED.	711.2079	03/01/2024			724	00013
	FEDERAL WITHHOLDING TAX	33,579.79	WITHHOLDING	711.2064	03/15/2024			724	00091
	FEDERAL WITHHOLDING TAX	57,937.04	OASI	711.2065	03/15/2024			724	00092
	GARNISHMENT	251.28	MISC. EMP. DED.	711.2079	03/15/2024			724	00103
	FEDERAL WITHHOLDING TAX	34,681.41	WITHHOLDING	711.2064	03/29/2024			724	00112
	FEDERAL WITHHOLDING TAX	58,893.40	OASI	711.2065	03/29/2024			724	00113
	GARNISHMENT	300.31	MISC. EMP. DED.	711.2079	03/29/2024			724	00120
		279,797.93	*TOTAL						
	UNITED WAY	00918							
	EMPLOYEE CONTRIBUTIONS	83.00	UNITED FUND	711.2070	03/01/2024			724	00012
	EMPLOYEE CONTRIBUTIONS	43.00	UNITED FUND	711.2070	03/15/2024			724	00102
	EMPLOYEE CONTRIBUTIONS	43.00	UNITED FUND	711.2070	03/29/2024			724	00119
		169.00	*TOTAL						
		701,178.75	**CLAIMS TOTAL						

ACH Payment Register
.....

CLAIM NUMBER	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	INVOICE	PO#	F/P ID LINE
REPORT TOTALS:		701,178.75					

RECORDS PRINTED - 000122

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
101	GENERAL FUND	60,051.51
201	PARKS AND RECREATION	4,798.02
202	HUETHER FAMILY AQUATICS CTR	1,094.13
203	SUMMIT ACTIVITY CENTER	1,302.55
601	WATER OPERATION	38,163.44
611	WASTE WATER OPERATION	17,128.69
621	CEMETERY OPERATION	253.31
631	SOLID WASTE	542.56
637	JOINT POWER	3,477.29
711	EMPLOYEE BENEFIT	571,910.29
801	CENTRAL GARAGE	2,456.96
TOTAL ALL FUNDS		701,178.75

BANK RECAP:

BANK	NAME	DISBURSEMENTS
1DAK	FIRST DAKOTA NAT'L BANK CORP	701,178.75
TOTAL ALL BANKS		701,178.75

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

DATE APPROVED BY

.....

.....

Manual Check Register

CLAIM NUMBER	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	INVOICE	PO#	F/P ID LINE
	LEWIS & CLARK FORD	06290					
	URBAN FORESTER TRUCK	56,000.00	EQUIPMENT	201.201.350	7668	022594	P 722 00004
	MOTOR VEHICLE DEPT, SD	00424					
	TITLE & LICENSE PLATE	26.70	EQUIPMENT	201.201.350	23-242	022594	P 722 00005
	RETIREMENT, SD SYSTEM	05577					
	PARTICIPANT FEE	45.00	PROFESSIONAL SERVICES -	101.104.202	03/01/2024	024014	P 722 00002
	AL VIERECK RETIREMENT	19,921.20	SDRS SPECIAL PAY PLAN	711.2080	03/01/2024	024014	P 722 00001
		19,966.20	*TOTAL				
	TRANSOURCE	00557					
	2024 VOLVO LOADER	229,381.00	EQUIPMENT	101.123.350	03/19/2024	024116	P 722 00003
		305,373.90	**CLAIMS TOTAL				

Manual Check Register
.....

CLAIM NUMBER	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	INVOICE	PO#	F/P ID LINE
REPORT TOTALS:		305,373.90					

RECORDS PRINTED - 000005

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
101	GENERAL FUND	229,426.00
201	PARKS AND RECREATION	56,026.70
711	EMPLOYEE BENEFIT	19,921.20
TOTAL ALL FUNDS		305,373.90

BANK RECAP:

BANK	NAME	DISBURSEMENTS
1DAK	FIRST DAKOTA NAT'L BANK CORP	305,373.90
TOTAL ALL BANKS		305,373.90

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		769 00363
	COMPUTER PROGRAM	58.40	CONTRACTED SERVICES - OP	201.201.204		McHenry		769 00438
		78.39	*VENDOR TOTAL					
AMAZON PRIME								
	REFUND	140.24CR	CONTRACTED SERVICES - OP	201.201.204		McHenry		769 00443
AMAZON.COM RA2P51302								
	DVD	20.25	AV - CAPITAL	101.142.342		Dobrovolny		769 00013
AMAZON.COM RH3HC2QJ0								
	MAG HANDCUFF HOLDER	44.80	REP. & MAINT. - EQUIPMEN	101.111.221		Rothenberger		769 00125
AMAZON.COM RH8DC4NV2								
	BUILDING CODE EDITION 5	50.98	SUBSCRIPTIONS & PUBLICAT	101.106.235		Homstad		769 00118
AMAZON.COM RN0AR0ZF2								
	BATTERIES	11.87	OFFICE SUPPLIES	101.104.232		Yardley		769 00335
AMAZON.COM RN3JG6NZ2								
	ORGANIZATION BINS	50.98	SMALL TOOLS & HARDWARE	101.114.247		Linke		769 00362
AMAZON.COM RN7XU6VE0								
	VOLLEYBALL NET	149.99	RECREATION SUPPLIES - O	201.201.242		Knutson		769 00439
AMAZON.COM R670N4F22								
	LAB SUPPLY LABELS	121.08	MEDICAL,SAFETY, & LAB. S	601.601.243		Chytka		769 00229
AMERICAN RED CROSS								
	LIFEGUARDING MANUAL	142.54	RECREATION SUPPLIES	203.203.242		Wattier		769 00417
AMERICAN WATER WORKS A								
	MEMBERSHIP AWWA	233.00	MEMBERSHIP DUES	601.601.261		Goodmanson		769 00485
AMZN MKTP US								
	REFUND	7.90CR	PROGRAM SUPPLIES	101.142.242		Dobrovolny		769 00239
AMZN MKTP US RA2MY8FL2								
	OFFICE SUPPLIES	40.66	OFFICE SUPPLIES	101.107.232		Bailey		769 00045
AMZN MKTP US RA5HZ23J2								
	PROGRAM SUPPLIES	226.76	MMIP GRANT	701.701.317		Dobrovolny		769 00019
	OFFICE SUPPLIES	9.29	OFFICE SUPPLIES	101.142.232		Dobrovolny		769 00020
	DVD	9.96	AV - CAPITAL	101.142.342		Dobrovolny		769 00021
		246.01	*VENDOR TOTAL					
AMZN MKTP US RH1VN0YU2								
	SOFTBALL LEAGUE SUPPLIES	43.68	RECREATION SUPPLIES	203.203.242		Wattier		769 00035

Credit Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
AMZN MKTP US RH1V40BL1	DVD	19.96	AV - CAPITAL	101.142.342		Dobrovolny		769 00015
AMZN MKTP US RH2IS8DN2	OFFICE SUPPLIES	64.06	OFFICE SUPPLIES	101.142.232		Dobrovolny		769 00061
AMZN MKTP US RH3DZ9NA2	OFFICE SUPPLIES	40.68	OFFICE SUPPLIES	101.142.232		Dobrovolny		769 00128
	BOOKS	80.97	BOOKS	101.142.340		Dobrovolny		769 00129
		121.65	*VENDOR TOTAL					
AMZN MKTP US RH62H9W00	MICROPHONE HOLDER	44.95	SMALL TOOLS & HARDWARE	101.114.247		Linke		769 00076
AMZN MKTP US RH7DV6NF2	OFFICE SUPPLIES	9.97	OFFICE SUPPLIES	101.142.232		Dobrovolny		769 00135
	BOOKS	22.74	BOOKS	101.142.340		Dobrovolny		769 00136
	DVD	21.49	AV - CAPITAL	101.142.342		Dobrovolny		769 00137
	SUMMER PROGRAM SUPPLIES	79.92	RECREATION SUPPLIES	701.701.242		Dobrovolny		769 00138
		134.12	*VENDOR TOTAL					
AMZN MKTP US RH8E76KS1	HP LASERJET CARTRIDGE	38.98	OFFICE SUPPLIES	101.104.232		Hummel		769 00010
AMZN MKTP US RN07P4MZ1	DVDS	52.51	AV - CAPITAL	101.142.342		Dobrovolny		769 00233
AMZN MKTP US RN1JM6831	KAIZEN FOAM FOR TOOLBOX	54.99	SMALL TOOLS & HARDWARE	101.114.247		Linke		769 00218
AMZN MKTP US RN4Q39PE2	OFFICE SUPPLIES	27.99	OFFICE SUPPLIES	101.142.232		Dobrovolny		769 00304
	JANITORIAL SUPPLIES	75.44	JANITORIAL SUPPLIES	101.142.236		Dobrovolny		769 00305
	PROGRAM SUPPLIES	7.90	PROGRAM SUPPLIES	101.142.242		Dobrovolny		769 00306
	BOOK	14.78	BOOKS	101.142.340		Dobrovolny		769 00307
	DVD	19.95	AV - CAPITAL	101.142.342		Dobrovolny		769 00308
		146.06	*VENDOR TOTAL					
AMZN MKTP US RN42D5AV0	POWER CABLE REPLACEMENT	29.30	OFFICE SUPPLIES	101.111.232		Peters		769 00442
AMZN MKTP US RN48315U1	DVDS	45.95	AV - CAPITAL	101.142.342		Dobrovolny		769 00228
AMZN MKTP US RN55C0A90	PROGRAM SUPPLIES	24.99	PROGRAM SUPPLIES	101.142.242		Dobrovolny		769 00435
AMZN MKTP US RN6PZ08Y1	BINS, WHITEBOARDS	164.59	SMALL TOOLS & HARDWARE	101.114.247		Linke		769 00208

Credit Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
AMZN MKTP US RN8EW64X2	PROGRAM SUPPLIES	52.76	PROGRAM SUPPLIES	101.142.242		Dobrovolny		769 00345
	BOOK	17.99	BOOKS	101.142.340		Dobrovolny		769 00346
	DVDS	13.96	AV - CAPITAL	101.142.342		Dobrovolny		769 00347
	BULLETIN BOARD, EASEL	198.48	RECREATION SUPPLIES	701.701.242		Dobrovolny		769 00348
		283.19	*VENDOR TOTAL					
AMZN MKTP US RN9GD15E1	OFFICE SUPPLIES	52.96	OFFICE SUPPLIES	203.203.232		Youmans		769 00236
AMZN MKTP US RN9213KF1	POOL BASKETBALLS	56.98	RECREATION SUPPLIES	203.203.242		Wattier		769 00188
AMZN MKTP US RW1KU0B11	DVD	19.95	AV - CAPITAL	101.142.342		Dobrovolny		769 00483
AMZN MKTP US RZ4OB8H81	STAMP	33.95	OFFICE SUPPLIES	101.104.232		Yardley		769 00382
AMZN MKTP US RZ6I256G1	BOOKS	27.78	BOOKS	101.142.340		Dobrovolny		769 00365
	PROGRAM SUPPLIES	15.49	RECREATION SUPPLIES	701.701.242		Dobrovolny		769 00366
		43.27	*VENDOR TOTAL					
AMZN MKTP US RZ7SO3OX1	SUPPLIES	26.12	OFFICE SUPPLIES	101.104.232		Yardley		769 00421
AMZN MKTP US RZ9A73Y52	PROGRAM SUPPLIES	70.86	PROGRAM SUPPLIES	101.142.242		Dobrovolny		769 00381
AMZN MKTP US R61831CK2	VOLLEYBALL COURT LINES	164.65	RECREATION SUPPLIES - O	201.201.242		Knutson		769 00224
AMZN MKTP US R62O00OR1	FITTING	22.25	REP. & MAINT. - PLANT	601.601.221		Rothermel		769 00153
AMZN MKTP US R633F7X82	MOLLE ATTACHMENT	21.98	REP. & MAINT. - EQUIPMEN	101.111.221		Rothenberger		769 00196
AMZN MKTP US R641E0BZ1	PRINTER CLEANER	22.09	OFFICE SUPPLIES	203.203.232		Wattier		769 00105
AMZN MKTP US R69EH5R71	OFFICE SUPPLIES	32.85	OFFICE SUPPLIES	101.142.232		Dobrovolny		769 00067
AMZN MKTP US R69PG7CM2	CHAIR CYLINDER	43.47	REP. & MAINT. - BUILDING	101.142.223		Homstad		769 00237
ARROW PRODUCTS	E-PRINTER PAPER	88.38	PRINTING & BINDING	101.111.233		Rothenberger		769 00415

Credit Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
ATT BILL PAYMENT								
	CELL PHONE	28.23	TELEPHONE	601.601.271		Bailey		769 00272
	MOBILE DATA	95.61	PROFESSIONAL SERVICES -	101.127.202		Peters		769 00241
	MOBILE DATA	45.28	PROFESSIONAL SERVICES	101.123.202		Peters		769 00242
	MOBILE DATA	45.28	PROFESSIONAL SERVICES	601.601.202		Peters		769 00243
	MOBILE DATA	40.04	PROFESSIONAL SERVICES	101.122.202		Peters		769 00244
	MOBILE DATA	968.57	PROFESSIONAL SERVICES	101.111.202		Peters		769 00245
		1,223.01	*VENDOR TOTAL					
AUTOZONE #3795								
	WIPER BLADES, ANTIFREEZE	224.50	GARAGE PARTS	801.801.249		Kulhavy		769 00176
	BATTERY	176.99	GARAGE PARTS	801.801.249		Kulhavy		769 00204
		401.49	*VENDOR TOTAL					
AVERA HEALTH CRP								
	CPR INSTRUCTOR FEE	100.00	LEARNING	101.111.264		Rothenberger		769 00283
AXON								
	TASER BATTERIES	495.00	REP. & MAINT. - EQUIPMEN	101.111.221		Rothenberger		769 00077
AXVOICE INC								
	DIALER SERVICE	21.44	PROFESSIONAL SERVICES	601.601.202		Chytka		769 00418
BLUEPEAK								
	PHONE	280.18	TELEPHONE	601.601.271		Yardley		769 00029
	ALARM PHONE	158.09	TELEPHONE	101.127.271		Yardley		769 00093
	ALARM PHONE	39.53	TELEPHONE	101.123.271		Yardley		769 00094
	PHONE	158.50	TELEPHONE	202.202.271		Yardley		769 00226
	PHONE	72.62	TELEPHONE	101.102.271		Yardley		769 00372
	PHONE	244.90	TELEPHONE	101.104.271		Yardley		769 00373
	PHONE	137.13	TELEPHONE	101.105.271		Yardley		769 00374
	PHONE	191.02	TELEPHONE	101.106.271		Yardley		769 00375
	PHONE	72.62	TELEPHONE	101.107.271		Yardley		769 00376
	PHONE	145.25	TELEPHONE	101.122.271		Yardley		769 00377
	PHONE	28.71	TELEPHONE	101.111.271		Yardley		769 00383
	PHONE	38.17	TELEPHONE	101.114.271		Yardley		769 00384
	PHONE	70.38	TELEPHONE	101.123.271		Yardley		769 00385
	PHONE	147.76	TELEPHONE	101.142.271		Yardley		769 00386
	PHONE	87.88	TELEPHONE	203.203.271		Yardley		769 00387
	PHONE	86.50	TELEPHONE	601.601.271		Yardley		769 00388
	PHONE	39.96	TELEPHONE	611.611.271		Yardley		769 00389
	PHONE	28.87	TELEPHONE	637.637.271		Yardley		769 00390
	PHONE/INTERNET	226.94	INTERNET ACCESS	101.105.270		Yardley		769 00393
	PHONE/INTERNET	19.57	TELEPHONE	101.111.271		Yardley		769 00394
	PHONE/INTERNET	54.38	TELEPHONE	101.114.271		Yardley		769 00395
	PHONE/INTERNET	298.35	TELEPHONE	201.201.271		Yardley		769 00396
	PHONE/INTERNET	42.98	TELEPHONE	202.202.271		Yardley		769 00397
	PHONE/INTERNET	306.57	TELEPHONE	203.203.271		Yardley		769 00398
	PHONE/INTERNET	19.57	TELEPHONE	601.601.271		Yardley		769 00399
	INTERNET	1,122.22	INTERNET ACCESS	101.105.270		Yardley		769 00401
		4,118.65	*VENDOR TOTAL					

Credit Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
BOMGAARS #2 YANKTON								
	SAFETY APPAREL	34.99	UNIFORMS	631.631.244		Bailey		769 00186
	SAFETY APPAREL	235.85	UNIFORMS & DRY GOODS	201.201.244		Bailey		769 00465
	CREDIT SAFETY APPAREL	44.99CR	UNIFORMS & DRY GOODS	201.201.244		Bailey		769 00475
	TOOLS/SAW	217.89	INSURANCE	206.206.201		Bornitz		769 00127
	SHOP SUPPLIES	13.98	REP. & MAINT. - BUILDING	201.201.223		Jensen		769 00090
	SHOP SUPPLIES	17.98	REP. & MAINT. - BUILDING	201.201.223		Jensen		769 00140
	AIR TANK REPAIRS	28.44	REP. & MAINT. - BUILDING	201.201.223		Jensen		769 00143
	AIR TANK REPAIRS	5.98	REP. & MAINT. - BUILDING	201.201.223		Jensen		769 00146
	AIR TANK PARTS	12.98	REP. & MAINT. - EQUIPMEN	201.201.221		Jensen		769 00261
	HARDWARE	10.07	SMALL TOOLS & HARDWARE	201.201.247		Kirchner		769 00082
	SHOP SUPPLIES	62.92	REP. & MAINT. - BUILDING	201.201.223		Kirchner		769 00141
	SHOP TOOL	7.59	SMALL TOOLS & HARDWARE	801.801.247		Kulhavy		769 00016
	LETTERS/NUMBERS	42.84	GARAGE PARTS	801.801.249		Kulhavy		769 00060
	CONNECTORS, CLAMP	47.11	GARAGE PARTS	801.801.249		Kulhavy		769 00273
	GRASS SEED	213.00	AGRICULTURAL SUPPLIES	201.201.241		Lehman		769 00238
	PLANT SUPPLIES	91.96	AGRICULTURAL SUPPLIES	204.204.241		Lehman		769 00303
	LAWN TRACTOR LIFT	139.99	REP. & MAINT. - BUILDING	101.125.223		Mastalir		769 00063
	TRAILER REPAIRS	9.99	REP. & MAINT. - BUILDING	201.201.223		Pavel		769 00256
	SAWZALL BLADES,FLY SPRAY	165.92	BUILDING REPAIR & MAINT.	637.637.223		Potts		769 00086
	CORDLESS TOOLS	531.90	SMALL TOOLS & HARDWARE	601.601.247		Robinson		769 00276
	UNIFORMS	88.34	UNIFORMS & DRY GOODS	201.201.244		Schieffer		769 00471
	HARDWARE	31.44	SMALL TOOLS & HARDWARE	201.201.247		Steinberg		769 00018
	LAWN ROLLER REPAIRS	44.96	REP. & MAINT. - EQUIPMEN	201.201.221		Steinberg		769 00078
	HARDWARE	3.69	SMALL TOOLS & HARDWARE	201.201.247		Thompson		769 00172
	BUCKET OF BOLTS	13.28	SMALL TOOLS & HARDWARE	101.123.247		Ulmer		769 00099
	TAX REFUND	0.78CR	SMALL TOOLS & HARDWARE	101.123.247		Ulmer		769 00116
	LIGHT BULBS	29.95	BUILDING REPAIR & MAINT.	637.637.223		Ulmer		769 00367
	SAWZALL BLADE	57.97	REP. & MAINT. - EQUIPMEN	204.204.221		Walsh		769 00068
		2,115.24	*VENDOR TOTAL					
BOMGAARS-MOTO								
	HOSES	25.98	GARAGE PARTS	801.801.249		Goeden		769 00476
BP#6616106GETN GO QPS								
	FUEL	52.18	TRAVEL EXPENSE	601.601.263		Bush		769 00056
BP#8093692BP OF BROQPS								
	FUEL-RECRUITING EVENT	56.25	TRAVEL EXPENSE	101.111.263		Foote		769 00274
C & B YANKTON								
	MOWER REPAIRS	147.66	REP. & MAINT. - EQUIPMEN	201.201.221		Jensen		769 00187
	OIL	35.51	REP. & MAINT. - EQUIPMEN	101.127.221		Ryken		769 00055
	FILTERS	43.04	REP. & MAINT. - EQUIPMEN	101.127.221		Ryken		769 00081
		226.21	*VENDOR TOTAL					
CANVA 04093-22207111								
	SUBSCRIPTION	149.90	SUBSCRIPTIONS & PUBLICAT	101.107.235		Bailey		769 00139

Credit Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
CAROLINA TARPS INC	TARPS	237.00	REP. & MAINT. - EQUIPMEN	101.123.221		Potts		769 00258
	TARP TAPE	382.40	EQUIPMENT REPAIR & MAINT	637.637.221		Potts		769 00323
		619.40	*VENDOR TOTAL					
CASEYS #1563	TRAVEL EXPENSE	13.92	TRAVEL EXPENSE	101.142.263		Yankton Librar		769 00403
CCSI METROFAX	FAX SERVICE	11.95	PROFESSIONAL SERVICES	601.601.202		Chytka		769 00437
CENTER POINT LARGE PRI	LARGE PRINT BOOKS	285.84	BOOKS	101.142.340		Schmidt		769 00344
CLARKS RENTALS	EQUIPMENT RENTAL	33.00	REP. & MAINT. - EQUIPMEN	201.201.221		Bornitz		769 00301
	INLET EQUIPMENT RENTAL	62.00	RENTALS	611.611.212		Hanson		769 00058
	EQUIPMENT RENTAL	143.25	REP. & MAINT. - EQUIPMEN	201.201.221		Pavel		769 00227
	MULCH	220.00	AGRICULTURAL SUPPLIES	201.201.241		Pavel		769 00286
	EQUIPMENT RENTAL	80.00	REP. & MAINT. - EQUIPMEN	204.204.221		Walsh		769 00246
		538.25	*VENDOR TOTAL					
CORE & MAIN LP - MRO	LAB SUPPLIES	2,060.81	MEDICAL,SAFETY, & LAB. S	611.611.243		Hoilien		769 00041
CORNWELL D-P TOOLS INC	STAPLE CLIPS	80.98	SMALL TOOLS & HARDWARE	801.801.247		Kulhavy		769 00189
	SHOP TOOLS	96.99	SMALL TOOLS & HARDWARE	801.801.247		Kulhavy		769 00462
		177.97	*VENDOR TOTAL					
CULVERS OF YANKTON	TRAINING EXPENSE	16.17	PROFESSIONAL SERVICES	101.111.202		Wilson		769 00101
DEPARTMENT OF AGRICULT	STORMWATER-GEHL DRIVE	256.25	ROAD & UTILITY DEVELOPME	515.588.320		Bailey		769 00154
	EXAM FEE	61.50	LEARNING	601.601.264		Chytka		769 00095
	STORMWATER PERMIT	205.00	PROFESSIONAL SERVICES -	101.127.202		Roinstad		769 00412
		522.75	*VENDOR TOTAL					
DLT SOLUTIONS- LLC	CAD SOFTWARE	1,484.36	PROFESSIONAL SERVICES	601.601.202		Johnson		769 00155
	CAD SOFTWARE	1,484.36	PROFESSIONAL SERVICES	611.611.202		Johnson		769 00156
	CAD SOFTWARE	1,484.37	PROFESSIONAL SERVICES	506.571.202		Johnson		769 00157
		4,453.09	*VENDOR TOTAL					
DOWNTOWN SCREEN PRINTI	YOUTH SINGER PROGRAM	153.00	RECREATION SUPPLIES	203.203.242		McHenry		769 00052
ECHO ELECTRIC SUPPLY	LED LIGHT	262.50	REP. & MAINT. - BUILDING	101.141.223		Mastalir		769 00413

Credit Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
ECHO ELECTRIC SUPPLY	LIGHT	325.62	REP. & MAINT. - BUILDING	101.123.223		Ryken		769 00200
	LED LIGHTS-LIFT STATION	48.25	REP. & MAINT. - COLLECTI	611.611.226		Tramp		769 00190
		636.37	*VENDOR TOTAL					
ELDT.COM	CDL TRAINING	25.00	PROFESSIONAL SERVICES	631.631.202		Potts		769 00379
ESRI	ESRI ARCGIS	360.00	SUBSCRIPTIONS & PUBLICAT	101.105.235		Yonke		769 00324
FASTENAL COMPANY 01SDY	FILTERS	254.90	REP. & MAINT. - PLANT	601.601.221		Chytka		769 00271
	BOLTS FOR SIGNS	265.26	ROAD MATERIALS	101.123.239		Potts		769 00145
	CABLE TIES	103.40	GARAGE PARTS	801.801.249		Potts		769 00265
		623.56	*VENDOR TOTAL					
FERGUSON ENTERPRISES28	3" METERS	1,200.00	METER TECHNOLOGY UPGRADE	602.602.351		Robinson		769 00017
	METERS	7,000.00	METER TECHNOLOGY UPGRADE	602.602.351		Robinson		769 00288
		8,200.00	*VENDOR TOTAL					
FIREHOUSE SUBS 1905 QS	RECRUITMENT MEETING	11.92	TRAVEL EXPENSE	101.111.263		Rothenberger		769 00175
FRYN PAN OF YANKTON	EMPLOYEE ENGAGEMENT	1,170.00	EMPLOYEE ENGAGEMENT	101.107.141		Bailey		769 00297
GDP GDP HARD DRIVE OUT	PRINTER RENTAL	103.96	PROFESSIONAL SERVICES	101.111.202		Rothenberger		769 00026
GERSTNER OIL	MOWER OIL	235.10	REP. & MAINT. - EQUIPMEN	201.201.221		Jensen		769 00298
GRAHAM TIRE #19 YANKTO	TRUCK TIRE, LABOR	771.90	GARAGE PARTS	801.801.249		Hespe		769 00254
	VALVE REPLACEMENT	101.80	GARAGE PARTS	801.801.249		Hespe		769 00270
		873.70	*VENDOR TOTAL					
GRAINGER	PRESSURE SWITCH	271.28	REP. & MAINT. - PLANT	611.611.221		Hanson		769 00130
	TAGS	41.65	GARAGE PARTS	801.801.249		Potts		769 00353
	MASKS, FIRE HOSE NOZZLE	165.58	SMALL TOOLS & HARDWARE	637.637.247		Potts		769 00354
	DIAL THERMOMETER	29.21	REP. & MAINT. - EQUIPMEN	101.123.221		Potts		769 00355
	HYDRANT WRENCH	72.30	SMALL TOOLS & HARDWARE	101.123.247		Potts		769 00356
		580.02	*VENDOR TOTAL					
GRAYBAR ELECTRIC COMPA	BLOWER 4 POWER	385.27	REP. & MAINT. - PLANT	611.611.221		Hanson		769 00466

Credit Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
HACH COMPANY	REAGENTS	642.07	CHEMICALS & GASES	601.601.240		Chytka		769 00281
	REAGENTS	1,410.18	CHEMICALS & GASES	601.601.240		Chytka		769 00320
	LAB BOTTLES	145.34	MEDICAL,SAFETY, & LAB. S	601.601.243		Chytka		769 00339
		2,197.59	*VENDOR TOTAL					
HARBOR FREIGHT TOOLS 8	SCREWDRIVER SET, PRY BAR	532.77	SMALL TOOLS & HARDWARE	801.801.247		Kulhavy		769 00144
HY-VEE YANKTON 1899	EMPLOYEE ENGAGEMENT	14.00	EMPLOYEE ENGAGEMENT	101.107.141		Bailey		769 00317
IMAGESTUFF.COM	SUMMER READING SUPPLIES	40.50	RECREATION SUPPLIES	701.701.242		Yankton Librar		769 00405
	POSTAGE	10.40	POSTAGE	101.142.231		Yankton Librar		769 00406
		50.90	*VENDOR TOTAL					
IN COLLABORATIVE SUMM	POSTAGE	150.00	POSTAGE	101.142.231		Yankton Librar		769 00359
	SUMMER GEAR	347.87	RECREATION SUPPLIES	701.701.242		Yankton Librar		769 00360
	SUMMER READING PROGRAM	687.00	RECREATION SUPPLIES	701.701.242		Yankton Librar		769 00361
		1,184.87	*VENDOR TOTAL					
IN GO TO GLASS	WINDSHIELD REPLACEMENT	460.00	REP. & MAINT. -VEHICLES	101.111.222		Rothenberger		769 00038
IN GUARDIAN ALLIANCE	BACKGROUND INVESTIGATION	102.00	PROFESSIONAL SERVICES	101.111.202		Rothenberger		769 00391
IN HOUSE OF BRANDS, I	BRIDGE SHIRTS	371.00	SPECIAL EVENTS - ACTIVIT	211.231.575		McHenry		769 00111
	BRIDGE CENTENNIAL HATS	2,250.00	SPECIAL EVENTS - ACTIVIT	211.231.575		Youmans		769 00012
		2,621.00	*VENDOR TOTAL					
IN KRAV MAGA WORLDWID	SELF DEFENSE INSTRUCTOR	895.00	LEARNING	101.111.264		Hansen		769 00201
	SELF DEFENSE INSTRUCTOR	895.00	LEARNING	101.111.264		Hansen		769 00206
	SELF DEFENSE INSTRUCTOR	895.00	LEARNING	101.111.264		Hansen		769 00209
		2,685.00	*VENDOR TOTAL					
IN SOUTHEAST SOUTH DA	GRAPHIC DESIGN CHANGE	75.00	RECREATION SUPPLIES - O	201.201.242		McHenry		769 00092
INTERSTATE POWERSYSTEM	BLOCK HEATER	563.76	REP. & MAINT. - PLANT	601.601.221		Rothermel		769 00213
IPY MIDWEST ALARM	ALARM MONITORING	112.50	CONTRACTED SERVICES - OP	201.201.204		McHenry		769 00453

Credit Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
IR INDUSTRIAL								
	AIR COMPRESSOR SOLENOID	226.78	REP. & MAINT. - PLANT	611.611.221		Hanson		769 00047
	FAN MOTOR	244.81	REP. & MAINT. - PLANT	601.601.221		Rothermel		769 00447
		471.59	*VENDOR TOTAL					
JACKS UNIFORMS & EQUI								
	5 FLEX BADGES	191.99	REP. & MAINT. - EQUIPMEN	101.111.221		Rothenberger		769 00028
	DRESS BELT	52.99	UNIFORMS	101.111.244		Rothenberger		769 00102
		244.98	*VENDOR TOTAL					
JCL SOLUTIONS-SIOUX FA								
	CLEANING SUPPLIES	655.91	JANITORIAL SUPPLIES	201.201.236		Kirchner		769 00183
	CLEANING SUPPLIES	1,021.64	JANITORIAL SUPPLIES	203.203.236		McHenry		769 00467
		1,677.55	*VENDOR TOTAL					
JERSEY MIKES 48001								
	TRAVEL EXPENSE	13.76	TRAVEL EXPENSE	601.601.263		Bush		769 00096
JIMMY JOHNS - 478								
	TRAINING EXPENSE	39.72	TRAVEL EXPENSE	101.111.263		Hansen		769 00027
JJ BENJIS LLC								
	CLOTHING	41.30	UNIFORMS & DRY GOODS	101.106.244		Bailey		769 00263
KAISER REFRIGERATION I								
	SERVICE KITS	129.92	REP. & MAINT. - EQUIPMEN	101.123.221		Gobel		769 00142
	COOLER DISPOSAL	45.00	REP. & MAINT. - BUILDING	201.201.223		Pavel		769 00341
		174.92	*VENDOR TOTAL					
KINSMAN GARDEN COMPANY								
	BASKET LINERS	810.32	AGRICULTURAL SUPPLIES	201.201.241		Kortan		769 00480
KOLETZKY IMPLEMENT INC								
	EQUIPMENT SUPPLIES	17.85	REP. & MAINT. - EQUIPMEN	201.201.221		Jensen		769 00173
	KUBOTA BELT	154.24	REP. & MAINT. - EQUIPMEN	201.201.221		Jensen		769 00191
	TRACTOR REPAIRS	147.20	REP. & MAINT. - EQUIPMEN	201.201.221		Jensen		769 00275
	TRACTOR REPAIRS	98.05	REP. & MAINT. - EQUIPMEN	201.201.221		Jensen		769 00290
		417.34	*VENDOR TOTAL					
KOPETSKYS ACE HDWE								
	EVIDENCE COLLECTION	49.99	SPECIAL ACCOUNT - DETECT	101.111.266		Foote		769 00444
	POOL REPAIRS	44.99	REP. & MAINT. - BUILDING	203.203.223		Groves		769 00133
	OFFICE SUPPLIES	17.35	OFFICE SUPPLIES	101.111.232		Hansen		769 00171
	OFFICE SUPPLIES	27.14	OFFICE SUPPLIES	101.111.232		Hansen		769 00350
	WATER HOSE & NOZZLES	148.96	REP. & MAINT. - PLANT	611.611.221		Hanson		769 00066
	FLOWER BASKETS	92.23	AGRICULTURAL SUPPLIES	201.201.241		Kortan		769 00070
	LED LIGHTS	24.17	SMALL TOOLS & HARDWARE	101.114.247		Linke		769 00083
	LOCK OPENING TOOLS	30.97	SMALL TOOLS & HARDWARE	101.114.247		Linke		769 00232
	MARKERS, FASTNERS	18.24	REP. & MAINT. - EQUIPMEN	101.114.221		Linke		769 00464

Credit Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
KOPETSKYS ACE HDWE								
	DRILL CHUCK REPLACEMENT	35.99	REP. & MAINT. - DISTRIBU	601.601.226		Robinson		769 00267
	FLAG	37.99	REP. & MAINT. - BUILDING	101.127.223		Ryken		769 00289
	FLOWER BASKET PAINT	39.00	AGRICULTURAL SUPPLIES	201.201.241		Schieffer		769 00149
	2 WAY RADIOS	71.97	REP. & MAINT. - COLLECTI	611.611.226		Tramp		769 00477
		638.99	*VENDOR TOTAL					
LABSTRONG CORPORATION								
	STILL WATER FILTER	145.32	MEDICAL,SAFETY, & LAB. S	611.611.243		Hanson		769 00463
LARRYS HEATING AND COO								
	REFUND FOR SALES TAX	9.30CR	REP. & MAINT. - EQUIPMEN	101.142.221		Schmidt		769 00177
LOCATORS & SUPPLIES IN								
	SAFETY APPAREL	168.96	UNIFORMS & DRY GOODS	101.123.244		Bailey		769 00221
	SAFETY APPAREL	217.92	UNIFORMS	631.631.244		Bailey		769 00222
	SAFETY APPAREL	263.27	UNIFORMS & DRY GOODS	201.201.244		Bailey		769 00223
		650.15	*VENDOR TOTAL					
MACKENZIE RIVER PIZZA								
	TRAINING EXPENSE	55.96	TRAVEL EXPENSE	101.111.263		Hansen		769 00005
MCDONALDS F23437								
	TRAVEL EXPENSE	9.40	TRAVEL EXPENSE	601.601.263		Bush		769 00051
MCMASTER-CARR								
	INLET EQUIPMENT MOUNTING	271.99	REP. & MAINT. - PLANT	611.611.221		Hanson		769 00097
	SECONDARY DOME SKYLIGHTS	1,154.25	REP. & MAINT. - BUILDING	611.611.223		Hanson		769 00107
	INLET EQUIPMENT MOUNTING	278.91	REP. & MAINT. - PLANT	611.611.221		Hanson		769 00112
		1,705.15	*VENDOR TOTAL					
MENARDS YANKTON SD								
	SIGN REPAIRS	26.47	REP. & MAINT. - BUILDING	206.206.223		Bornitz		769 00073
	SIGN REPAIRS	16.87	REP. & MAINT. - BUILDING	206.206.223		Bornitz		769 00109
	SPLASH PAD REPAIRS	94.60	REP. & MAINT. - BUILDING	201.201.223		Bornitz		769 00193
	SPLASH PAD REPAIRS	19.44	REP. & MAINT. - BUILDING	201.201.223		Bornitz		769 00215
	FOUNTAIN REPAIRS	177.37	REP. & MAINT. - BUILDING	201.201.223		Bornitz		769 00257
	BRIDGE FOUNTAIN REPAIRS	167.26	REP. & MAINT. - BUILDING	201.201.223		Bornitz		769 00302
	POWER STRIPS	84.96	OFFICE SUPPLIES	601.601.232		Chytka		769 00011
	SOAPS	29.90	JANITORIAL SUPPLIES	601.601.236		Chytka		769 00268
	HARDWARE	19.95	SMALL TOOLS & HARDWARE	101.123.247		Gobel		769 00319
	MULCH	23.94	AGRICULTURAL SUPPLIES	201.201.241		Groves		769 00481
	MULCH	27.93	AGRICULTURAL SUPPLIES	201.201.241		Groves		769 00484
	JANITORIAL SUPPLIES	42.90	JANITORIAL SUPPLIES	611.611.236		Hanson		769 00042
	BLANKET PROBE BATTERIES	86.11	REP. & MAINT. - PLANT	611.611.221		Hanson		769 00043
	JANITORIAL SUPPLIES	336.44	JANITORIAL SUPPLIES	611.611.236		Hanson		769 00425
	JANITORIAL SUPPLIES	329.80	JANITORIAL SUPPLIES	601.601.236		Hanson		769 00426
	JANITORIAL SUPPLIES	19.95	JANITORIAL SUPPLIES	611.611.236		Hanson		769 00449
	PLUMBING SUPPLIES	42.04	REP. & MAINT. - PLANT	611.611.221		Hanson		769 00450

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
MENARDS YANKTON SD								
	IMPACT SOCKETS	37.90	SMALL TOOLS & HARDWARE	801.801.247		Hespe		769 00046
	TORCH GUARD	16.87	REP. & MAINT. - BUILDING	101.125.223		Homstad		769 00164
	BREAKROOM SUPPLIES	7.09	JANITORIAL SUPPLIES	101.125.236		Homstad		769 00259
	DOOR SPRING	7.16	REP. & MAINT. - BUILDING	101.142.223		Homstad		769 00445
	SHOP SUPPLIES	28.78	REP. & MAINT. - BUILDING	201.201.223		Kirchner		769 00044
	LANDSCAPE STAKES/STRAPS	23.76	AGRICULTURAL SUPPLIES	201.201.241		Kortan		769 00106
	RETURNS	26.98CR	AGRICULTURAL SUPPLIES	201.201.241		Kortan		769 00148
	LANDSCAPE LIBRARY	18.13	AGRICULTURAL SUPPLIES	201.201.241		Kortan		769 00158
	BRIDGE DRAINAGE	85.34	REP. & MAINT. - BUILDING	201.201.223		Kortan		769 00262
	MULCH	532.80	AGRICULTURAL SUPPLIES	201.201.241		Kortan		769 00328
	HARDWARE	16.44	SMALL TOOLS & HARDWARE	204.204.247		Lehman		769 00255
	HARDWARE	17.56	SMALL TOOLS & HARDWARE	204.204.247		Lehman		769 00295
	TRIM	25.42	REP. & MAINT. - BUILDING	101.114.223		Mastalir		769 00085
	COPPER, CUTTER	42.38	REP. & MAINT. - BUILDING	101.141.223		Mastalir		769 00179
	TOOLBOX, DRY EASE	40.61	REP. & MAINT. - BUILDING	101.125.223		Mastalir		769 00338
	REPLACEMENT BALLASTS	94.68	REP. & MAINT. - BUILDING	101.125.223		Mastalir		769 00459
	SPRAY PAINT, SIGN	8.56	REP. & MAINT. - BUILDING	101.141.223		Mastalir		769 00482
	BOLT	1.28	REP. & MAINT. - PLANT	601.601.221		Miles		769 00202
	STEEL BAR	4.39	OFFICE SUPPLIES	101.105.232		Morrow		769 00478
	GOLF BUILDING REPAIRS	18.57	BUILDING & STRUCTURES	641.641.320		Pavel		769 00075
	PLAYGROUND REPAIRS	25.72	REP. & MAINT. - BUILDING	201.201.223		Pavel		769 00114
	GOLF BUILDING REPAIRS	15.44	BUILDING & STRUCTURES	641.641.320		Pavel		769 00167
	GOLF BUILDING REPAIRS	271.79	BUILDING & STRUCTURES	641.641.320		Pavel		769 00180
	GOLF BUILDING REPAIRS	134.28	BUILDING & STRUCTURES	641.641.320		Pavel		769 00321
	BUILDING SUPPLIES	17.37	REP. & MAINT. - BUILDING	203.203.223		Pavel		769 00364
	GOLF SHED REPAIRS	1,030.35	BUILDING & STRUCTURES	641.641.320		Pavel		769 00416
	GOLF SHED REPAIRS	30.00	BUILDING & STRUCTURES	641.641.320		Pavel		769 00424
	SHELTER REPAIRS	36.16	REP. & MAINT. - BUILDING	201.201.223		Pavel		769 00456
	SIGN REPAIRS	48.03	RECREATION SUPPLIES - O	201.201.242		Pavel		769 00474
	SHOP SUPPLIES	53.90	REP. & MAINT. - BUILDING	201.201.223		Pavel		769 00486
	DEGREASE WIPES/WD40	170.02	GARAGE PARTS	801.801.249		Potts		769 00284
	PIPE SUPPLIES	11.92	REP. & MAINT. - DISTRIBU	601.601.226		Robinson		769 00185
	PLUMBING PARTS	120.64	REP. & MAINT. - DISTRIBU	601.601.226		Robinson		769 00210
	PLUMBING FITTINGS	57.60	REP. & MAINT. - PLANT	601.601.221		Rothermel		769 00007
	DRILL BIT, PLUMBING	41.72	REP. & MAINT. - PLANT	601.601.221		Rothermel		769 00008
	PLUMBING FITTINGS	17.66	REP. & MAINT. - PLANT	601.601.221		Rothermel		769 00159
	TAPE FILTER	17.73	REP. & MAINT. - PLANT	601.601.221		Rothermel		769 00168
	AIR FILTER	6.99	REP. & MAINT. - PLANT	601.601.221		Rothermel		769 00197
	TEFLON TAPE, PAINT PEN	9.94	REP. & MAINT. - PLANT	601.601.221		Rothermel		769 00285
	SCREWS	2.76	REP. & MAINT. - PLANT	601.601.221		Rothermel		769 00325
	SPRAY FOAM	12.98	REP. & MAINT. - BUILDING	601.601.223		Rothermel		769 00479
	TIRE	29.99	REP. & MAINT. - EQUIPMEN	101.127.221		Ryken		769 00072
	HARDWARE	2.38	SMALL TOOLS & HARDWARE	201.201.247		Steinberg		769 00048
	HARDWARE	5.57	SMALL TOOLS & HARDWARE	201.201.247		Steinberg		769 00108
	PICNIC TABLE REPAIRS	110.34	REP. & MAINT. - BUILDING	201.201.223		Steinberg		769 00152
	CABLE TIES	59.98	REP. & MAINT. - BUILDING	201.201.223		Steinberg		769 00340
	GOLF BUILDING REPAIRS	18.57	BUILDING & STRUCTURES	641.641.320		Thompson		769 00091
	GOLF BUILDING REPAIRS	13.70	BUILDING & STRUCTURES	641.641.320		Thompson		769 00165
	RETURNED ITEMS	115.92CR	REP. & MAINT. - BUILDING	201.201.223		Thompson		769 00300

Credit Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
MENARDS YANKTON SD	SOCKET ADAPTERS	48.88	REP. & MAINT. - DISTRIBU	601.601.226		Tramp		769 00100
	SHOP SUPPLIES	114.64	REP. & MAINT. - TRAIL	204.204.223		Walsh		769 00414
		4,967.80	*VENDOR TOTAL					
MERIDIAN EYE CARE	PRE EMPLOYMENT	50.00	PROFESSIONAL SERVICES	101.111.202		Bailey		769 00230
MIDAMERICA BOOKS	BOOKS	900.13	BOOKS	101.142.340		Schmidt		769 00352
MIDCO	INTERNET	123.39	PROFESSIONAL SERVICES	101.111.202		Johnson		769 00451
MIDWEST LABORATORIES I	NUTRIENTS TESTING	967.12	PROFESSIONAL SERVICES	611.611.202		Hanson		769 00299
MUTT MITT	MUTT MITTS	4,179.25	RECREATION SUPPLIES - O	201.201.242		McHenry		769 00212
NAPA AUTO PARTS	BLOWER VFD FAN BEARINGS	87.44	REP. & MAINT. - PLANT	611.611.221		Hanson		769 00006
	MINIATURE LAMPS/BULBS	17.88	GARAGE PARTS	801.801.249		Hespe		769 00211
	KUBOTA REPAIRS	7.77	REP. & MAINT. - EQUIPMEN	201.201.221		Jensen		769 00296
	HUB NUT	5.70	GARAGE PARTS	801.801.249		Kulhavy		769 00025
	FLEET RUNNER BELTS	112.56	GARAGE PARTS	801.801.249		Kulhavy		769 00420
	BALL BEARING	66.76	GARAGE PARTS	801.801.249		Kulhavy		769 00452
		298.11	*VENDOR TOTAL					
NATIONAL REGISTRY EMT	NATIONAL REGISTRY	32.00	LEARNING	101.114.264		Linke		769 00287
NBS CALIBRATIONS	LAB THERMOMETER	162.50	REP. & MAINT. - PLANT	611.611.221		Hanson		769 00448
NORTHTOWN AUTOMOTIVE	COOLANT, LABOR	357.65	GARAGE PARTS	801.801.249		Kulhavy		769 00357
OLSONS PEST TECHNICIAN	PEST CONTROL	185.00	PROFESSIONAL SERVICES	202.202.202		McHenry		769 00169
	PEST CONTROL	93.00	PROFESSIONAL SERVICES	101.142.202		Schmidt		769 00309
		278.00	*VENDOR TOTAL					
OREILLY 3232	DRAIN TUBE	73.17	GARAGE PARTS	801.801.249		Hespe		769 00121
	GEAR OIL	23.99	GARAGE PARTS	801.801.249		Kulhavy		769 00162
	CABIN FILTER	31.69	GARAGE PARTS	801.801.249		Kulhavy		769 00174
	WINDOW HANDLE	4.83	GARAGE PARTS	801.801.249		Kulhavy		769 00182
	FREON	131.88	GARAGE PARTS	801.801.249		Kulhavy		769 00219
	MAINTAINER	39.99	GARAGE PARTS	801.801.249		Kulhavy		769 00337
	MOTOR OIL, AIR FILTER	111.01	GARAGE PARTS	801.801.249		Kulhavy		769 00446

Credit Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
OREILLY 3232	FUEL FILTER	5.93	GARAGE PARTS	801.801.249		Ulmer		769 00411
		422.49	*VENDOR TOTAL					
OTC BRANDS INC	PROGRAM SUPPLIES	144.29	PROGRAM SUPPLIES	101.142.242		Schmidt		769 00460
	PROGRAM SUPPLIES	14.61	PROGRAM SUPPLIES	101.142.242		Schmidt		769 00468
		158.90	*VENDOR TOTAL					
OVERDRIVE DIST	E-BOOKS	248.20	E-BOOKS	101.142.209		Schmidt		769 00124
	E-BOOKS	1,335.86	E-BOOKS	101.142.209		Schmidt		769 00266
		1,584.06	*VENDOR TOTAL					
PAYPAL JMPEXCELSIO	LASER HANDLEBAR MOUNT	140.00	REP. & MAINT. - EQUIPMEN	101.123.221		Gobel		769 00054
PAYPAL KEEPYANKTON	MEMBERSHIP DUES	50.00	MEMBERSHIP DUES	201.201.261		Kortan		769 00184
PFS HEALTHWORKS	CDL TESTING	35.18	PROFESSIONAL SERVICES &	637.637.202		Bailey		769 00087
	CDL TESTING	35.18	PROFESSIONAL SERVICES	801.801.202		Bailey		769 00331
	CDL TESTING	35.18	PROFESSIONAL SERVICES	611.611.202		Bailey		769 00472
		105.54	*VENDOR TOTAL					
PHEASANTLAND INDUSTRIE	SAFETY APPAREL	59.71	UNIFORMS & DRY GOODS	601.601.244		Bailey		769 00088
	SAFETY APPAREL	59.71	UNIFORMS & DRY GOODS	611.611.244		Bailey		769 00089
	SAFETY APPAREL	375.00	UNIFORMS & DRY GOODS	101.123.244		Bailey		769 00198
	SAFETY APPAREL	359.61	UNIFORMS	631.631.244		Bailey		769 00199
		854.03	*VENDOR TOTAL					
PITNEY BOWES	POSTAGE	207.00	POSTAGE	101.142.231		Schmidt		769 00023
PITNEY BOWES PI	POSTAGE	80.97	POSTAGE	101.142.231		Schmidt		769 00031
POPEYES 12350	TRAVEL EXPENSE	9.70	TRAVEL EXPENSE	601.601.263		Bush		769 00079
PRIME VIDEO RN0S38KQ0	MOVIE DOWNLOAD	10.61	AV - CAPITAL	101.142.342		Dobrovolny		769 00370
PRIME VIDEO RN6B58640	MOVIE DOWNLOAD	21.23	AV - CAPITAL	101.142.342		Dobrovolny		769 00392
PRIME VIDEO RN8HO5K10	MOVIE DOWNLOAD	15.92	AV - CAPITAL	101.142.342		Dobrovolny		769 00332

Credit Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
PY HOUSE OF BRANDS, I	TAX REFUND	28.52CR	SPECIAL EVENTS - ACTIVIT	211.231.575		McHenry		769 00113
	BRIDGE CLUB SHIRTS	488.52	SPECIAL EVENTS - ACTIVIT	211.231.575		McHenry		769 00131
		460.00	*VENDOR TOTAL					
QUADIENT INC ORACLE	POSTAGE MACHINE INK	154.85	OFFICE SUPPLIES	101.104.232		Hummel		769 00009
RADWELL INTERNATIONAL	CYLINDER	462.73	REP. & MAINT. - EQUIPMEN	101.123.221		Potts		769 00205
	CYLINDER	672.84	REP. & MAINT. - EQUIPMEN	101.123.221		Potts		769 00313
	SHIPPING	41.72	REP. & MAINT. - EQUIPMEN	101.123.221		Potts		769 00322
		1,177.29	*VENDOR TOTAL					
RIVERSIDE HYDRAULICS I	WIRE FLEX PULSE HOSE	91.80	GARAGE PARTS	801.801.249		Hespe		769 00022
	HOSES, HYDRAULIC END	139.68	GARAGE PARTS	801.801.249		Hespe		769 00110
	COUPLERS	465.52	GARAGE PARTS	801.801.249		Hespe		769 00279
	INTAKE FILTER	92.63	REP. & MAINT. - EQUIPMEN	201.201.221		Jensen		769 00080
		789.63	*VENDOR TOTAL					
ROYAL SPORT SHOP	EMPLOYEE ENGAGEMENT	32.00	OFFICE SUPPLIES	101.107.232		Bailey		769 00423
	NAME TAG	6.60	PROFESSIONAL SERVICES	101.111.202		Rothenberger		769 00039
	PITCHER'S MOUND ANCHOR	312.69	RECREATION SUPPLIES - O	201.201.242		Thompson		769 00234
		351.29	*VENDOR TOTAL					
SIGMA ALDRICH US	E.COLI AGAR	46.67	MEDICAL,SAFETY, & LAB. S	611.611.243		Hanson		769 00084
SKILLPATH / NATIONAL	SALES TAX REFUND	7.38CR	CONFERENCE & MEETINGS	101.142.265		Schmidt		769 00314
	STAFF TRAINING	126.38	CONFERENCE & MEETINGS	101.142.265		Schmidt		769 00368
		119.00	*VENDOR TOTAL					
SOUTH DAKOTA MUNICIPAL	SD MUNICIPAL LEAGUE	32.00	CONFERENCE & MEETINGS	101.102.265		Barkley		769 00247
	SD MUNICIPAL LEAGUE	64.00	CONFERENCE & MEETINGS	101.104.265		Barkley		769 00248
	SD MUNICIPAL LEAGUE	128.00	CONFERENCE & MEETINGS	101.106.265		Barkley		769 00249
	SD MUNICIPAL LEAGUE	32.00	CONFERENCE & MEETINGS	101.122.265		Barkley		769 00250
	SD MUNICIPAL LEAGUE	32.00	CONFERENCE & MEETINGS	101.101.265		Barkley		769 00251
	SD MUNICIPAL LEAGUE	64.00	CONFERENCE & MEETINGS	101.111.265		Barkley		769 00252
	SD MUNICIPAL LEAGUE	32.00	CONFERENCE & MEETINGS	101.142.265		Barkley		769 00253
		384.00	*VENDOR TOTAL					
SOUTH DAKOTA POLICE CH	SD POLICE CHIEFS MEETING	310.00	CONFERENCE & MEETINGS	101.111.265		Foote		769 00065
SOUTHERN SPECIALTIES	ENTRY TOOL	87.90	SMALL TOOLS & HARDWARE	101.114.247		Linke		769 00120

Credit Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
SP FIRE BY TRADE	VELCRO STRAPS FOR HOSES	152.26	SMALL TOOLS & HARDWARE	101.114.247		Linke		769 00203
SP SWIMOUTLET.COM	LIFEGUARD UNIFORMS	137.70	UNIFORMS & DRY GOODS	202.202.244		Wattier		769 00062
	LIFEGUARD UNIFORMS	293.88	UNIFORMS & DRY GOODS	202.202.244		Wattier		769 00074
		431.58	*VENDOR TOTAL					
SQ HANSEN LOCKSMITHIN	KEYS	25.00	REP. & MAINT. - BUILDING	101.127.223		Homstad		769 00033
	KEYS	10.00	REP. & MAINT. - BUILDING	101.141.223		Homstad		769 00034
		35.00	*VENDOR TOTAL					
SQ SD WATER & WASTEWA	WATER SEMINAR CEU CLASS	293.00	LEARNING	601.601.264		Goodmanson		769 00024
SQ THE COLLISION CENT	DOOR REPLACEMENT & PARTS	4,765.48	GARAGE PARTS	801.801.249		Kulhavy		769 00235
	DOOR HINGES, LABOR	357.40	GARAGE PARTS	801.801.249		Kulhavy		769 00455
		5,122.88	*VENDOR TOTAL					
SQ THOMPSON	BLOWER MOTOR REPAIR	333.72	REP. & MAINT. - PLANT	611.611.221		Hanson		769 00030
TERMINALDEPOT	GAS PUMP PAPER	25.79	REP. & MAINT. - BUILDING	201.201.223		Kirchner		769 00194
TESSMAN COMPANY SIOUX	DOWNTOWN FLOWERS	3,040.43	AGRICULTURAL SUPPLIES	201.201.241		McHenry		769 00117
THE UPS STORE 6716	SHIPPING	227.70	PROFESSIONAL SERVICES	611.611.202		Hoilien		769 00192
	POSTAGE	15.68	POSTAGE	201.201.231		Kirchner		769 00036
	POSTAGE	12.90	POSTAGE	201.201.231		McHenry		769 00123
	POSTAGE WITH INSURANCE	143.43	POSTAGE	101.111.231		O'Farrell		769 00050
	OFFICE SUPPLIES	50.30	OFFICE SUPPLIES	101.142.232		Schmidt		769 00409
	BRIDGE CENTENNIAL	26.25	SPECIAL EVENTS - ACTIVIT	211.231.575		Youmans		769 00014
	CENTENNIAL BRIDGE MAILER	25.00	SPECIAL EVENTS - ACTIVIT	211.231.575		Youmans		769 00098
	CENTENNIAL BRIDGE MAILER	80.00	SPECIAL EVENTS - ACTIVIT	211.231.575		Youmans		769 00115
		581.26	*VENDOR TOTAL					
TMA YANKTON	TIRE ALIGNMENT	83.15	GARAGE PARTS	801.801.249		Kulhavy		769 00104
	TRUCK TIRES	795.00	GARAGE PARTS	801.801.249		Kulhavy		769 00216
		878.15	*VENDOR TOTAL					
TRE	TESTING	978.50	PROFESSIONAL SERVICES	611.611.202		Hanson		769 00378

Credit Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
TRI AIRTESTING	TRI AIR TESTING	647.00	REP. & MAINT. - EQUIPMEN	101.114.221		Linke		769 00195
TRK HOSTING	WEB HOSTING	7.95	INTERNET ACCESS	101.105.270		Johnson		769 00282
TRUCK TRAILER SALES & ROD, SWITCH, CYLINDER		897.10	GARAGE PARTS	801.801.249		Hespe		769 00040
PUMP STICK, CLAMP		51.75	GARAGE PARTS	801.801.249		Hespe		769 00181
RETURN - PARTS		129.75CR	GARAGE PARTS	801.801.249		Hespe		769 00240
PUMP STICK		41.25	GARAGE PARTS	801.801.249		Hespe		769 00260
BELT, ELBOW , CABLES		640.00	GARAGE PARTS	801.801.249		Hespe		769 00280
BRACKET, MUD FLAP		76.50	GARAGE PARTS	801.801.249		Hespe		769 00342
ROD, POGO STICK, CLAMP		152.00	GARAGE PARTS	801.801.249		Hespe		769 00349
AIR FILTER, OIL FILTER		178.85	GARAGE PARTS	801.801.249		Hespe		769 00358
BELT, STARTER		595.16	GARAGE PARTS	801.801.249		Kulhavy		769 00404
AIR DRYER CARTRIDGE		129.75	GARAGE PARTS	801.801.249		Potts		769 00457
SWITCH, CYLINDER		236.84	GARAGE PARTS	801.801.249		Potts		769 00458
CLAMP, MUD FLAPS		159.50	GARAGE PARTS	801.801.249		Potts		769 00469
GARAGE PARTS		425.75	GARAGE PARTS	801.801.249		Potts		769 00473
		3,454.70	*VENDOR TOTAL					
TST DEMPSEYS BREWERY	TRAVEL EXPENSE	48.69	TRAVEL EXPENSE	101.111.263		Foote		769 00311
USABLUBOOK	METER ADAPTER	143.47	REP. & MAINT. - DISTRIBU	601.601.226		Robinson		769 00440
USPS PO 4698100078	POSTAGE	11.00	POSTAGE	101.111.231		Foote		769 00318
	POSTAGE	59.00	POSTAGE	101.111.231		Hansen		769 00119
	POSTAGE	17.65	POSTAGE	101.111.231		Hansen		769 00220
	POSTAGE	24.75	POSTAGE	101.111.231		O'Farrell		769 00433
	POSTAGE	17.65	POSTAGE	101.111.231		Osborne		769 00161
	POSTAGE	38.80	POSTAGE	101.111.231		Osborne		769 00294
	POSTAGE	37.05	POSTAGE	101.111.231		Osborne		769 00336
	ELECTION POSTAGE	9.30	ELECTION	101.104.204		Yardley		769 00333
	CERTIFIED MAIL	8.73	POSTAGE	101.104.231		Yardley		769 00461
		223.93	*VENDOR TOTAL					
VCN YANKTONDRIVEREXAMC	EXAM	35.00	LEARNING	201.201.264		Lehman		769 00103
VCN YANKTONRODCTR	DEED RECORDING	62.50	PUBLISHING	101.106.211		Bies		769 00207
	DEED REGISTER	185.40	PUBLISHING	101.106.211		Bies		769 00419
		247.90	*VENDOR TOTAL					
VIDDLER INC	VIDEO HOSTING	41.49	PROFESSIONAL SERVICES	101.101.202		Johnson		769 00277

Credit Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
VZWRLSS MY VZ VB P								
	INTERNET ACCESS	80.02	TELEPHONE	101.114.271		Johnson		769 00001
	INTERNET ACCESS	760.97	INTERNET ACCESS	101.105.270		Johnson		769 00002
	INTERNET ACCESS	80.02	INTERNET ACCESS	101.105.270		Johnson		769 00003
	INTERNET ACCESS	57.92	INTERNET ACCESS	101.105.270		Johnson		769 00004
		978.93	*VENDOR TOTAL					
WAL-MART #1483								
	OFFICE SUPPLIES	52.06	OFFICE SUPPLIES	637.637.232		Goeden		769 00126
	OFFICE SUPPLIES	38.42	OFFICE SUPPLIES	101.123.232		Goeden		769 00160
	YOUTH SINGERS CONCERT	68.38	CONFERENCE & MEETINGS	201.201.265		Larson		769 00069
	SMOKE DETECTORS	101.84	O'MALLEY DONATION	101.114.210		Linke		769 00147
	THE LAWN MEETING	5.69	CONFERENCE & MEETINGS	201.201.265		McHenry		769 00122
	LOCTITE	7.87	REP. & MAINT. - PLANT	601.601.221		Rothermel		769 00400
	COMMAND HOOKS	7.62	OFFICE SUPPLIES	601.601.232		Rothermel		769 00441
	COMMAND HOOKS	9.84	OFFICE SUPPLIES	601.601.232		Rothermel		769 00470
	PROGRAM SUPPLIES	12.33	PROGRAM SUPPLIES	101.142.242		Schmidt		769 00329
	FRUIT/EASTER AWARDS	85.67	RECREATION SUPPLIES	203.203.242		Wattier		769 00166
	CARDSTOCK	19.88	OFFICE SUPPLIES	203.203.232		Wattier		769 00225
	OFFICE SUPPLIES	28.92	OFFICE SUPPLIES	203.203.232		Wattier		769 00291
	BANDAIDS	7.65	MEDICAL,SAFETY, & LAB. S	203.203.243		Wattier		769 00292
	FRUIT	45.78	RECREATION SUPPLIES	203.203.242		Wattier		769 00293
	PRIZES EGG HUNT	29.95	RECREATION SUPPLIES	203.203.242		Wattier		769 00407
	FRUIT, PRIZES	73.20	RECREATION SUPPLIES	203.203.242		Wattier		769 00454
	SUPPLIES	46.98	OFFICE SUPPLIES	101.104.232		Yardley		769 00053
		642.08	*VENDOR TOTAL					
WALMART.COM								
	OFFICE SUPPLIES	111.48	OFFICE SUPPLIES	101.122.232		Bailey		769 00037
WIX.COM								
	WEBSITE	184.78	RECREATION SUPPLIES	701.701.242		Dobrovolny		769 00312
	SALES TAX REFUND	10.78CR	RECREATION SUPPLIES	701.701.242		Dobrovolny		769 00316
		174.00	*VENDOR TOTAL					
WM SUPERCENTER #1483								
	OFFICE SUPPLIES	50.02	OFFICE SUPPLIES	208.208.232		Hussein		769 00150
	PROGRAM SUPPLIES	23.20	PROGRAM SUPPLIES	101.142.242		Schmidt		769 00434
	FRUIT FRIDAYS	88.18	RECREATION SUPPLIES	203.203.242		Wattier		769 00057
	FRUIT	26.91	RECREATION SUPPLIES	203.203.242		Wattier		769 00371
		188.31	*VENDOR TOTAL					
WWW.RADIOTECH.COM								
	RADIO HOLSTER	51.00	UNIFORMS & DRY GOODS	101.114.244		Linke		769 00049
YANKTON JANITORIAL								
	PAPER TOWELS, CAN LINERS	203.20	JANITORIAL SUPPLIES	101.141.236		Mastalir		769 00064
	JANITORIAL SUPPLIES	13.40	JANITORIAL SUPPLIES	101.125.236		Mastalir		769 00264
	TOILET PAPER,PAPER TOWEL	226.95	JANITORIAL SUPPLIES	101.125.236		Mastalir		769 00278
		443.55	*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	PAPER SUBSCRIPTION	8.99	SUBSCRIPTIONS & PUBLICAT	201.201.235		McHenry		769 00170
YANKTON MEDICAL CLINIC	EMPLOYMENT EXAMS	196.00	PROFESSIONAL SERVICES	101.111.202		Bailey		769 00428
	RANDOM TESTING	38.00	PROFESSIONAL SERVICES	208.208.202		Bailey		769 00429
	RANDOM TESTING	24.00	PROFESSIONAL SERVICES	611.611.202		Bailey		769 00430
	EMPLOYMENT EXAMS	170.00	PROFESSIONAL SERVICES	631.631.202		Bailey		769 00431
	EMPLOYMENT EXAMS	280.00	PROFESSIONAL SERVICES	801.801.202		Bailey		769 00432
	PHYSICALS	492.00	PROFESSIONAL SERV.-VOLUN	101.114.202		Bailey		769 00436
		1,200.00	*VENDOR TOTAL					
YANKTON RADIO GROUP	ADVERTISEMENTS	113.39	ADVERTISING	203.203.211		McHenry		769 00402
YANKTON THRIVE	CAREER FAIR-RECRUITMENT	50.00	PROFESSIONAL SERVICES	101.111.202		Bailey		769 00032
	WELLNESS	150.00	EMPLOYEE ENGAGEMENT	101.107.141		Bailey		769 00330
		200.00	*VENDOR TOTAL					
YANKTONMEDIAINC	CLASSIFIED AD	190.80	PROFESSIONAL SERVICES -	101.104.202		Bailey		769 00151
YEARLI.COM	ACA FILING	11.58	PROFESSIONAL SERVICES -	101.104.202		Bailey		769 00351
	ACA FILING	699.43	PROFESSIONAL SERVICES -	101.104.202		Bailey		769 00410
		711.01	*VENDOR TOTAL					
1 OFFICE SOLUTION	OFFICE SUPPLIES	33.59	OFFICE SUPPLIES	101.106.232		Kuenzli		769 00310
	INK	24.56	OFFICE SUPPLIES	101.127.232		Roinstad		769 00422
	OFFICE SUPPLIES	270.00	OFFICE SUPPLIES	101.142.232		Schmidt		769 00343
		328.15	*VENDOR TOTAL					
818 AUTO VALUE - YANKT	FILTERS	66.94	GARAGE PARTS	801.801.249		Hespe		769 00380
	EQUIPMENT REPAIRS	84.86	REP. & MAINT. - EQUIPMEN	201.201.221		Jensen		769 00059
	MOWER REPAIRS	53.51	REP. & MAINT. - EQUIPMEN	201.201.221		Jensen		769 00071
	MOWER REPAIRS	20.48	REP. & MAINT. - EQUIPMEN	201.201.221		Jensen		769 00163
	TRACTOR REPAIRS	14.99	REP. & MAINT. - EQUIPMEN	201.201.221		Jensen		769 00214
	SHOP SUPPLIES	43.94	REP. & MAINT. - BUILDING	201.201.223		Jensen		769 00217
	AIR TANK GUAGE	24.99	REP. & MAINT. - EQUIPMEN	201.201.221		Jensen		769 00269
	HOSE	3.56	REP. & MAINT. - EQUIPMEN	201.201.221		Jensen		769 00326
	TRACTOR REPAIRS	28.46	REP. & MAINT. - EQUIPMEN	201.201.221		Jensen		769 00327
	SHOP SUPPLIES	50.73	REP. & MAINT. - BUILDING	201.201.223		Jensen		769 00408
	FREON, A/C FLUID	69.95	GARAGE PARTS	801.801.249		Kulhavy		769 00231
	FILTERS	213.78	GARAGE PARTS	801.801.249		Potts		769 00134
	FILTERS	437.25	GARAGE PARTS	801.801.249		Potts		769 00369
	HITCH LOCK	26.99	REP. & MAINT. - EQUIPMEN	101.111.221		Rothenberger		769 00132
		1,140.43	*VENDOR TOTAL					

Credit Card Schedule of Bills

VENDOR NAME								
DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID LINE
REPORT TOTALS:	94,802.94							

RECORDS PRINTED - 000482

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
101	GENERAL FUND	26,083.17
201	PARKS AND RECREATION	14,134.61
202	HUETHER FAMILY AQUATICS CTR	818.06
203	SUMMIT ACTIVITY CENTER	2,469.23
204	MARNE CREEK	378.57
206	CEMETERY	261.23
208	911/DISPATCH	88.02
211	LODGING SALES TAX	3,212.25
506	SPECIAL CAPITAL IMPROV	1,484.37
515	EAST YANKTON TID	256.25
601	WATER OPERATION	7,645.60
602	WATER RENEWAL/REPLACEMENT	8,200.00
611	WASTE WATER OPERATION	10,100.09
631	SOLID WASTE	807.52
637	JOINT POWER	859.96
641	GOLF COURSE	1,532.70
701	LIBRARY TRUST	1,770.02
801	CENTRAL GARAGE	14,701.29
TOTAL ALL FUNDS		94,802.94

BANK RECAP:

BANK	NAME	DISBURSEMENTS
1DAK	FIRST DAKOTA NAT'L BANK CORP	94,802.94
TOTAL ALL BANKS		94,802.94

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

DATE APPROVED BY

.....

.....



OFFICE OF THE CITY MANAGER

www.cityofyankton.org

VOL. 59 NUMBER 7

Commission Information Memorandum

The Yankton City Commission meeting on Monday, April 8, 2024 will begin at 7:00 pm.

Non-Agenda Items of Interest

1) Finance Department Update

Absentee voting ends on April 8 at 5:00 P.M. The two municipal vote centers for Election Day on April 9 will be at City Hall and the North Fire Station. Voters will be able to cast their ballot at either one of the designated vote centers between 7:00 A.M. to 7:00 P.M.

Canvassing of the election results is scheduled to take place Friday, April 12, at noon in the City Commissioner meeting room #114 of the Career Manufacturing Technical Education Academy located at 1200 W 21st Street.

Finance personnel have completed the annual sewer rate adjustments for residential utility customers. Adjustments based on the customer's average winter consumption from December, January, and February will be reflected in the utility bill being mailed out on April 19. Please refer any questions you may receive from customers to the City Finance Office.

Application letters were mailed out on March 18 for the renewal of malt beverage licenses. The license renewal is for the July 1, 2024 – June 30, 2025 period. Applications are to be filed in the City Finance Office on or before April 12.

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

Two interviews were held for the Deputy Fire Chief in the Yankton Fire Department. Daniel Prendable, who is currently a Volunteer in the department, was selected to fill this position for the City of Yankton. Daniel has developed skills to foster positive and team-oriented working environments and has the goal of constant improvement of the services provided to the community. Daniel will begin employment April 29, 2024.

Interviews are complete for the position of Grounds Maintenance Worker in the Parks and Recreation Department. A recommendation for hire will be forthcoming.

Limited summer seasonal positions are still open. With returning employees and applicants already accepted, some positions are full. 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.

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

The City of Yankton's Well 365 presentation for the month of April will focus on healthy snacking. The goal of this presentation is to provide information to know what a healthy snack is. The presentation will help employees with ideas on how they can plan, prep, and prepare healthy snacks no matter if they are on the go, in the office or simply looking for healthier snack ideas.

April's wellness challenge has begun. The challenge for April is hydration. Employees participating are asked to drink a minimum of 64 oz per day for a minimum of 21 out of the 30 days in April. Employees are simply asked to track their activities and submit their log at the end of the month to be entered into a drawing for a prize.

The City of Yankton Health Fair was held Wednesday, April 3 at City Hall.

4) Police Department Update

Chief Foote is working with the South Dakota Judicial System to help implement new guidelines regarding domestic violence arrest. The courts can better determine the bond for suspects arrested for domestic violence with the assistance of this information. This is an ongoing process and is scheduled to go to a trial phase in June.

We started a new program in the department allowing an officer to become a patrol investigator for two years. This allows a patrol officer to learn the complexities of working in investigations while still maintaining their status as a patrol officer. After two years the officer will go back to the streets, working as a patrol officer with a special set of skills learned while working in investigations. This gives a patrol officer the ability to improve themselves and gain extensive knowledge making them a better patrol officer. After completing the two years as a patrol investigator, a new officer can be selected for this position.

5) Fire Department Update

Chief Linke, Captain Adam Frick, and Emergency Management Director Paul Scherschligt met with representatives from Hydro Manufacturing and Cargill this week in regard to their expectations with confined space rescue. The Fire Department has the required equipment but is limited in staff who are qualified to conduct these types of rescues. The Fire Department and Yankton County Search and Rescue will be collaborating to train and qualify more responders for unusual technical incidents. These incidents, while rare, require additional education above and beyond structure fire, wildland fire, and vehicle extrication.

The Fire Department received a shipment of two-way radios that were ordered in 2023. The radios were ordered in order to have communications capabilities that are compliant with the State's P25 radio system.

6) Community & Economic Development Department Update

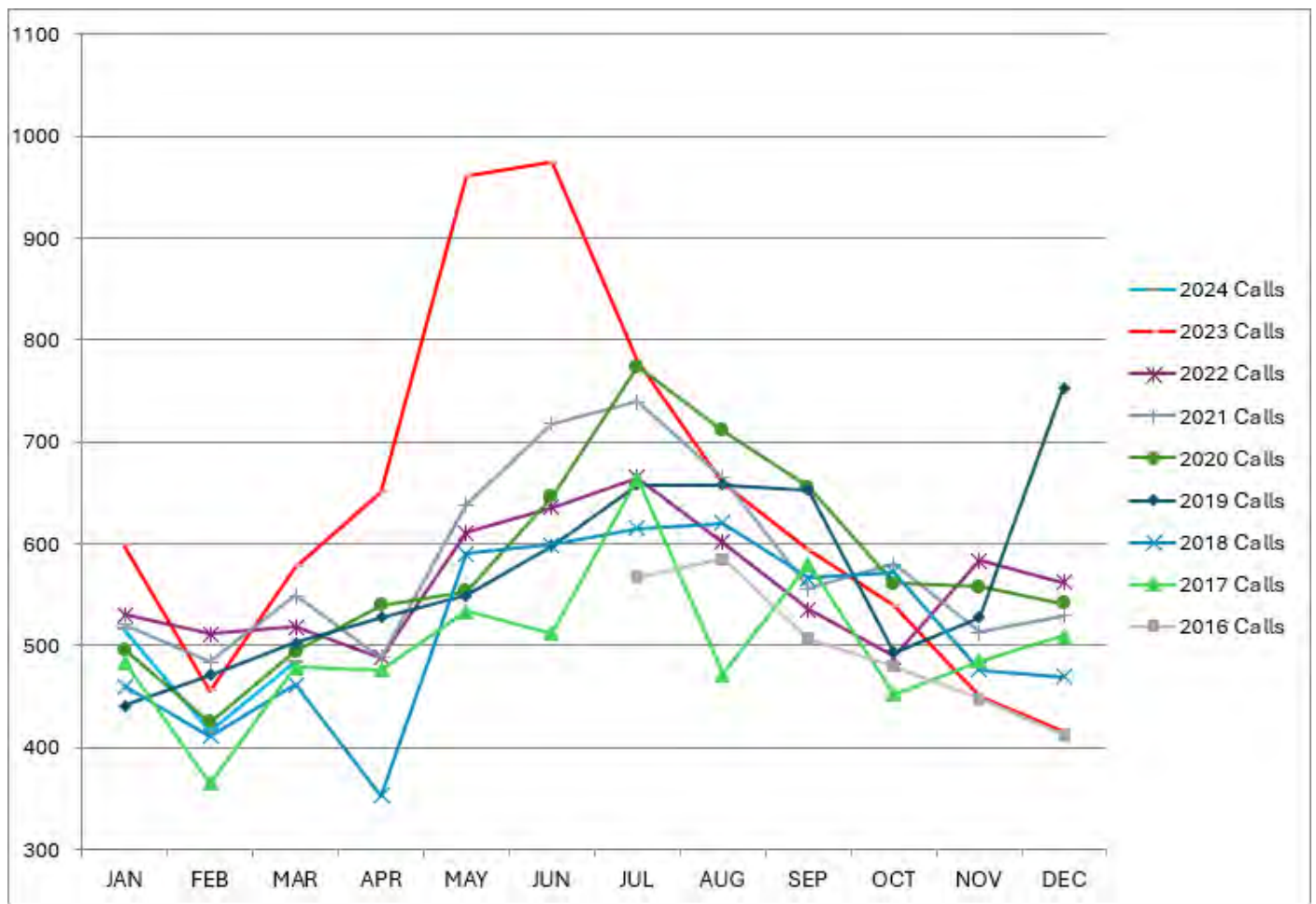
April is National Safe Digging Month. Warmer weather brings the start of yard and garden projects. This is a good time to remember that no matter how small the home digging project is, call 811 first. The service is free and important in keeping everyone safe and utilities functioning. Staff stresses the importance of calling 811 first to those planning a building project, but even small projects that don't require a building permit must call for locates before digging. Keep yourself and your community

safe by contacting 811 to have the approximate location of buried utilities marked with paint or flags before breaking ground.

7) Information & Technology Services Department Update

April 14-20, 2024 is National Telecommunicators Week. National Telecommunicators Week is a time to honor and appreciate the hard work and dedication of Yankton’s 911 dispatchers who play a crucial role in emergency response. These unseen heroes work behind the scenes, often under high-pressure situations, to ensure that help reaches those in need swiftly and efficiently. Their ability to remain calm, provide critical information and coordinate emergency services is truly commendable. In 2023, dispatchers answered 7,652 911 calls and 63,878 routine calls. With over 107 total years of experience in the department, the commitment to public service is evident as they help people through their most difficult situations.

Year to date 911 calls continue to trend behind 2023’s record setting volume. Through March 911 calls are down just over 13%.



8) Environmental Services Department Update

Staff attended the annual water seminar held in Brookings April 3-4. Topics included cybersecurity, regulatory updates, public messaging and social media, Brookings’ water plant project case study and site tour. The seminar was put on by the South Dakota Water and Wastewater Association and the South Dakota section of the American Water Works Association (SD AWWA). As part of the seminar, Kyle attended the SD AWWA board meeting as the acting Water Utility Chair.

The 2024 AWWA Water Matters Fly-In is scheduled for April 9-10. The fly-in is a two-day event where delegates from each state section of the AWWA go to Washington D.C. and meet with Congressional leaders to discuss current water issues important to AWWA. South Dakota sends two delegates to D.C. for the fly-In event. Travel expenses are reimbursed for one of the delegates by the National AWWA and the travel expenses for the second delegate are reimbursed by the South Dakota Section, AWWA. Kyle will be attending the event as the Water Utility Chair representing the SD AWWA. Topics that may be discussed are regulatory updates, water infrastructure funding, water affordability, and cybersecurity. Kyle will be joined by Ted Lewis from the City of Sioux Falls. They have meetings scheduled with the offices of the South Dakota Congressional delegation - Dusty Johnson, Mike Rounds and John Thune.

9) Public Works Department Update

Solid Waste, Transfer Station, and Street Department crews continue to accept materials at the Transfer Station and are busy with the curbside pickup of the 2024 Citywide Cleanup event.

2024 Street Reconstruction Projects

21st Street from West City Limits Road to Summit Street/8th Street From Burleigh Street to Ferdig Avenue:

The contract documents for these two projects were sent to Masonry Components and are currently being processed. Once the contract documents are fully executed, preconstruction meetings will be scheduled. The contractor has indicated they would like to begin the projects soon.

Cedar Street from 2nd Street to 5th Street & Cedar Street Parking Lot:

The design for this project is in final review.

Karen Drive/Bradley Street/Valley Road Water Main Replacement:

The design for this project is complete and it will now go through an internal review. Once the review is complete, the final design will be sent to the State DANR for review of the water and sewer components of the project.

Citywide Cleanup

Yankton Citywide Cleanup began curbside pickup on April 1. The Transfer Station will be accepting no charge drop-off from regular City of Yankton collection route customers 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. 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) Library Update

Ready, set, library! National Library Week is April 7–13, 2024 and Yankton Community Library encourages everyone in the community to visit and explore all the library has to offer. Libraries give us a green light to experience something truly special: a place to connect with others, learn new skills, and pursue our passions through book clubs, storytimes, special events, crafting classes and more. YCL not only offers a wide array of programs but provides items “beyond books” for checkout including museum passes, toy kits, NASA backpacks, LEGO kits, and more.

We will be having special guest readers at our Preschool Storytimes all week! On Monday, April 8, Stewart School Librarian, Kathleen Bergeson, will be joining us. On Tuesday, April 9, School Resource Officer Skyler Russenberger will be reading. Luke Youmans from Yankton Parks and Rec will be joining us on Thursday, April 11. We will end the week with a special adult event: Canvas and Charcuterie with a guided watercolor painting and delicious snacks!

So, get ready to explore, become inspired, and connect with others this National Library Week. Yankton Community Library is here for you, all the way to the finish line.

The Government Research Bureau at the University of South Dakota is excited to announce a survey on behalf of the Yankton Community Library Foundation and Yankton City Commission. Individuals from the Yankton area are encouraged to share their opinions and insights to assess a possible need for a new library building project. This survey represents an opportunity for everyone to have their voices heard and contribute to meaningful change in Yankton's Community Library. The survey can be found at link.usd.edu/YanktonLibrary. Paper copies are available at the library.

11) Monthly reports

The Building, Salary and 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	185	183	2	185
○ Adult Annual	94	99	-5	94
○ Adult Annual plus 1	40	34	6	20
○ Adult Annual plus 2	9	6	3	3
○ 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	24	24	0	24
○ Adult EFT plus 1	28	28	0	14
○ 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	131	102	29	131
○ Adult Monthly plus 1	56	60	-4	28
○ Adult Monthly plus 2	24	9	15	8
○ Adult Monthly plus 3	12	12	0	3
○ Adult Monthly plus 4	5	5	0	1
○ Adult Monthly plus 5	6	6	0	1
○ Adult Monthly plus 6	0	7	-7	0
○ City of Yankton Single	54	54	0	54
○ Firefighter Single	17	16	1	17
○ 10 Use Punch card	50	48	2	50
○ Radio	41	41	0	41
○ Youth Annual	36	36	0	36
○ Youth EFT	1	1	0	1
○ Youth Monthly	75	75	0	75
Total # of Active Memberships	920	878	42	793

- 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 – 4,629 (3,237 SAC, 1,392 GL) and the total for the month 10,433 (6,073 SAC, 4,360 GL). Compared to 4,060 (2,804 SAC, 1,256 GL) and the total for the month 7,749 (5,359 SAC, 2,390 GL) in March 2023.
- Total Huether Family Aquatics Center Passes Sold: 571 (477 – 2023)
- Total Cash Revenue at the SAC 3/16-31/24 – \$31,959.82 the last two weeks and total for the month \$46,027.96; compared to \$15,066.78/and total for the month \$38,886.96 in March 2023.
 - Great Life Reimbursement Payment:
 - January 2024: \$3,918.00 (\$3,483.00 – January 2023)
 - Great Life Reimbursement Payment:
 - February 2024: \$4,264.50 (\$3,472.00 – February 2023)
- The Recreation Staff will begin working on a digital summer recreation brochure for 2024 which will be released in the coming weeks.

Saturday, Sunday, March 16-17, 2024

- **Red Cross Lifeguard Training Certification**
 - Participants – 16

Sunday, March 31, 2024

- **SAC Spring Swim Lessons**
 - Participants – 96

Thursday, March 28, 2024

- **No School Special 1-5pm**
 - Participants – 37 paid. Members free.

Friday, March 29, 2024

- **No School Special 1-5pm**
 - Participants – 85 paid. Members free.

Sunday, March 31, 2024

- **Easter holiday. SAC Closed**

March 15-31, 2024

- **Day Pass Mailers used – 0.**
 - (60 total for this campaign)

<p style="text-align: center;"><i>Additional Information for Second Half of March:</i></p>

- **Aqua Zumba**
 - Participation – 38 Participants (82 for the Month)

- **Barre**
 - Participation – 6 Participants (9 for the Month)

- **Power Abs**
 - Participation – 60 Participants (106 for the Month)

- **Power Yoga**
 - Participation – 21 Participants (48 for the Month)

- **Prime Time Senior Class**
 - Participation – 49 Participants (121 for the Month)

- **Strength & Flexibility**
 - Participation – 26 Participants (81 for the Month)

- **Tabata**
 - Participation – 60 Participants (113 for the Month)

- **Trim & Tone**
 - Participation – 37 Participants (66 for the Month)

- **Turbo Kick**
 - Participation – 5 Participants (18 for the Month)

- **Wake UP**
 - Participation – 12 Participants (31 for the Month)

- **Water Aerobics Classes**
 - Participation – 116 Participants (180 for the Month)

- **Yoga**
 - Participation – 18 Participants (41 for the Month)

- **Zumba**
 - Participation – 32 Participants (63 for the Month)

- **Zumba Gold**
 - Participation – 55 Participants (129 for the Month)

- **Zumba Toning**
 - Participation – 11 Participants (24 for the Month)

- **Birthday Party Rentals**
 - Participation – 10 Birthday Parties (20 for the Month)

- **Private Pool Party Rentals**
 - Hours Rented – 1 Hours (3 for the Month)
- **Auxiliary/Main Gym Rentals**
 - Hours Rented – 4 Hours (13 for the Month)
- **Theater Rentals**
 - Hours Rented – 8 Hours (0 for the Month)
- **Meeting Rooms**
 - Hours Rented – 0 Hours (0 for the Month)
- **City Hall Rentals**
 - Hours Rented – 4 Hours (13 for the Month)
- **Capital Building Rentals**
 - Days Rented – 2 Rental
- **Park Shelters**
 - Riverside - 2 Rentals
 - Memorial – 0 Rentals
 - Westside – 0 Rental
 - Meridian Bridge – 0 Rental

PARKS

With a Meridian Bridge Task Force member changing jobs and no longer working at the Mead Museum, Todd has taken over the Meridian Monday posts for the Centennial Facebook page. The next event that is planned for the Centennial Celebration is the Saturday, April 27, history tours in Riverside Park and on the Meridian Bridge.

The full-time grounds maintenance position, which is open, has staff doing interviews the week of April 1.

The Parks Department will be dismantling two sets of bleachers at Riverside Baseball Stadium and removing them from the facility. The bleachers no longer meet safety standards. Two replacement sets of bleachers have been ordered. Staff will need to assemble the bleachers and install them at Riverside Baseball stadium once they are delivered.

With the nice day time 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 night time temperatures are the determining factor on turning on water in the parks and not day time temperatures. So, we start to turn on water in the parks system sometime in April.

The Parks Staff helped the school district maintenance staff to put up tennis nets and wind screens at the SAC courts.

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 north of the clubhouse.

The Parks Department will be finishing replacing wood siding and trim, and then painting, the restroom building by the boat ramp in Riverside Park.

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 March, 2024

Issue Date	Permit #	Owner Name & Address	Use	Valuation	Contractor Name & Address	Fees
03/01/2024	BLDG-24-0024	BECKER, DEAN 301-307 Greenview Dr.	Multi Family Home - New 4 Plex	\$750,000.00	Becker, Dylan 2317 Deer Boulevard YANKTON, SD 57078	\$1,312.00
03/01/2024	BLDG-24-0026	HOLY, MATTHEW 622 WEST 5 ST	Exterior- Roofing	\$36,630.00	H & H Roofing 1600 Whiting Drive YANKTON, SD 57078	\$20.00
03/01/2024	BLDG-24-0027	NEEDHAM, KURT REVOCABLE TRUS 1913 WHITING DR	Single Family Home - Accessory Structure- Shop/garage	\$150,000.00	James Steel 3608 E. SD HWY 50 Yankton, SD 57078	\$412.00
03/05/2024	BLDG-24-0028	BROADBENT, CAROL J 409 PEARL ST	Deck Replacement	\$3,000.00	BROADBENT, CAROL J 409 PEARL ST YANKTON, SD 57078	\$20.00
03/06/2024	BLDG-24-0029	DZIWOGO, CAMERON C 1206 PASQUE CIR	Exterior- Window	\$4,900.00	DZIWOGO, CAMERON C 1206 PASQUE CIR YANKTON, SD 57078	\$20.00
03/11/2024	BLDG-24-0030	DROTMANN CONSTRUCTION LLC 1527 JOSEPH CIR	Single Family Home - New	\$221,010.53	DROTMANN CONSTRUCTION LLC PO Box 161 YANKTON, SD 57078	\$520.00
03/12/2024	BLDG-24-0031	RIVER CITY ASSEMBLY OF GOD 801 WEST 25 ST	Commercial - Alteration/Repair	\$72,000.00	RedBeard Construction 215 S. Elm St. LENNOX, SD 57039	\$267.00
03/13/2024	BLDG-24-0032	ANKENY, KEVIN 3212 PENINAH ST	Extra Territorial Jurisdiction- Addition	\$30,000.00	ANKENY, KEVIN 3212 PENINAH ST YANKTON, SD 57078	\$25.00
03/14/2024	BLDG-24-0033	GRAVELAND, DANIEL W 604 EAST 18 ST	Single Family Home - Accessory Structure- Detached Garage	\$21,705.00	GRAVELAND, DANIEL W 604 EAST 18 ST YANKTON, SD 57078	\$112.50
03/18/2024	BLDG-24-0034	HARO, RICHARD R 700 LOCUST ST	Exterior- Roofing	\$8,350.00	H & H Roofing 1600 Whiting Drive YANKTON, SD 57078	\$20.00
03/19/2024	BLDG-24-0035	SERVANT HEARTS CLINIC INC 201 EAST 3 ST	Commercial - Alteration/Repair - EPDM Roof	\$33,000.00	A+ IMPROVEMENTS INC 1701 Broadway Avenue Ste. 7 YANKTON, SD 57078	\$152.50
03/22/2024	BLDG-24-0036	FIRST UNITED METHODIST CHURC 207 WEST 11 ST	Commercial - Alteration/Repair- Roofing	\$116,808.00	A+ Improvement 1701 Broadway Ave Yankton, SD 57078	\$362.50

03/25/2024	BLDG-24-0037	PADILLA LEAL, ISMARAY 705 WEST 11 ST	Single Family Home - Addition	\$50,000.00	Vallejo, Yordan 30061 430th Ave LESTERVILLE, SD 57040	\$212.00
03/26/2024	BLDG-24-0038	MART BROTHERS CONSTRUCTION 806 E. 29th	Single Family Home - New	\$575,000.00	MART BROTHERS CONSTRUCTION 623 SHARPE VERMILLION, SD 57069	\$1,049.50
03/27/2024	BLDG-24-0039	SHATTUCK, JUDITH R 2128 WALNUT ST	Exterior- Roofing	\$34,303.00	Erie Home 11426 P Street OMAHA, NE 68137	\$20.00
03/27/2024	BLDG-24-0040	CHRISTENSEN, LISA K 1515 MULBERRY ST	Exterior - Roofing	\$27,085.00	Erie Home 11426 P Street OMAHA, NE 68137	\$20.00
03/29/2024	BLDG-24-0041	EICHACKER, RANDY 2702 ARLINGTON AVE	Exterior - Siding	\$3,000.00	EICHACKER, RANDY 2702 ARLINGTON AVE YANKTON, SD 57078	\$20.00
03/29/2024	BLDG-24-0042	MJRDB LLC 705 WHITING DR	Commercial - Addition - Shop	\$150,000.00	MORTON BUILDING INC. 2401 BAKKER LANDING AV TEA, SD 57064	\$412.00

(March 2024) Total Valuation: \$2,286,791.53

Total Fees: \$4,977.00

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

(2024) to Date Valuation: \$3,904,272.53

(2023) to Date Valuation: \$1,373,461.50

Salaries by Department: March 2024

ADMINISTRATION	\$88,668.80
FINANCE	\$85,991.70
COMMUNITY DEVELOPMENT	\$47,584.89
POLICE/DISPATCH	\$340,467.05
FIRE	\$13,334.19
ENGINEERING / SR. CITIZENS	\$78,700.94
STREETS	\$89,842.39
TRAFFIC CONTROL	\$7,565.52
LIBRARY	\$59,303.50
PARKS / SAC	\$129,905.57
HUETHER AQUATICS	\$0.00
MARNE CREEK	\$6,007.27
WATER	\$73,968.12
WASTEWATER	\$72,993.49
CEMETERY	\$8,341.14
SOLID WASTE	\$45,662.04
JOINT POWERS	\$38,021.31
CENTRAL GARAGE	\$14,018.07
	\$1,200,375.99

Personnel Changes

New Hires

Public Works Department: Samuel Stewart, Sanitation Truck Operator, \$1,700.19 biweekly; Finance Department; Lacey Jensen, Utility Customer Service Clerk, \$1,830.92.

Wage Changes

Parks, Recreation and City Events Department: LaVonne Lorenzen, Aerobics Instructor, \$15.25 to \$15.50/hr; Trey Redman, Weight Room/Receptionist, \$12.50 to \$12.75/hr; Elizabeth Dooley, Yoga Instructor, \$20.00 to \$20.25/hr; Sharollette Peterson, Aerobics Instructor, \$15.25 to \$15.50/hr; Lori Hoebelheinrich, Water Safety Instructor \$13.00 to \$14.00/hr; Carole Kling, Water Safety Instructor \$14.00 to \$14.50/hr; Jennifer Teichroew, Weight Room Supervisor, \$12.50 to \$14.00/hr; Krista Becker, Weight Room Supervisor, \$13.00 to \$14.50/hr; Megan Cotton, Receptionist, \$12.50 to \$14.00/hr; Jayden Horrach, Weight Room Supervisor, \$13.00 to \$14.00/hr; Sarah Messler, Lifeguard, \$12.00 to \$14.00/hr.

Position Changes

None

March 2024 - YPD Calls for Service

911 HANG UP	3
911 OPEN	7
ALARM	6
ALCOHOL	5
AMBULANCE	21
ANIMAL	41
ASSAULT	8
ASSIST	2
ATTEMPT TO LOCATE	1
BOND VIOLATION	1
BURGLARY RESIDENTIAL	3
CHILD ABUSE	1
CHILD CUSTODY	2
CIVIL DISPUTE	24
DEATH	1
DISORDERLY CONDUCT	20
DOMESTIC VIOLENCE	15
DRIVING COMPLAINT	15
DRIVING COMPLAINT 911	10
DRUG	11
ELEVATOR	1
ESCORT	10
EVENT STANDBY	1
EX PATRL	5
FAMILY OFFENSE	3
FIGHT	5
FIRE ALL CALL	4
FIRE ON CALL	2
FIRE/WEATHER DRILL	4
FOREIGN AID	16
FRAUD	10
HARASS	22
HIT&RUN	6
INDECENT EXPOSURE	1
INFORMATION	27
INSPECT	3
JUV	33
LOCK DOWN DRILL	1
LOST & FOUND	7

MENTAL ILLNESS	16
MISC	1
MISSING PERSON	1
MOTOR ASSIST	11
NOISE COMPLAINT	16
OPN DOOR	1
PARKING	17
PAROLE/PROBATION	4
PRIVATE PROPERTY COLLISION	4
PROPERTY	3
PROTECTION ORDER	6
PURSUIT	1
RUNAWAY	5
SAFETY TALK	10
SEX CRIME	3
SIG 2	12
SIGNAL 1 INJURY	2
SUICIDE	4
SUSP ACTIVITY	15
SUSPICIOUS PERSON/VEHICLE	61
THEFT	26
THREAT	3
TRAFFIC CONTROL	2
TRAFFIC HAZARD	2
TRAFFIC STOP	425
TRESPASS	11
TRUANCY	3
VANDALISM	10
VEHICLE/ROAD COMPLAINT	4
WARRANT	11
WEAPONS	4
WELFARE CHECK	49

ADULT ARRESTS	
# Individuals Arrested	78
# of Charges	128

JUVENILE ARRESTS	
# Individual Arrested	19
# of Charges	22

Total Citations	118
------------------------	------------

March 2024
YPD
Activity Report

GENERAL SUMMARY				
	THIS MONTH		Year To Date	
	This Year	Last Year	This Year	Last Year
POLICE INCIDENTS	1102	1042	3116	2886
SHERIFF INCIDENTS	360	248	961	677
AMBULANCE CALLS (YPD)	21	28	86	80
FIRE / HAZMAT CALLS	6	2	15	9
FOREIGN AID CALLS	16	14	43	46
ALARMS	6	5	36	28
ANIMAL CALLS / COMPLAINTS	41	54	118	137
ANIMALS CLAIMED OR IMPOUNDED (HHS)	7	10	22	34
ANIMALS DISPOSED	0	0	1	0

ACCIDENT SUMMARY				
	THIS MONTH		Year To Date	
	This Year	Last Year	This Year	Last Year
STATE REPORTABLE	9	15	63	54
NON REPORTABLE AND HIT & RUN	10	13	41	67
SIGNAL 1 INJURY	2	0	10	6
# PERSONS INJURED	2	0	10	7
FATALITIES	0	0	0	0
PEDESTRIAN ACCIDENT	0	0	1	0

March 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	0	25	25	24	68	68
CARELESS DRIVING	0	0	0	2	1	7
EXHIBITION DRIVING	0	0	0	0	1	2
SPEEDING	3	23	26	67	79	121
STOP SIGN, RED LIGHT VIOLATION	0	4	4	6	14	18
ANIMALS AT LARGE	0	0	0	0	0	0
MAINTENANCE OF FINANCIAL RESPONSIBILITY	0	4	4	12	13	33
OPEN CONTAINER	0	1	1	1	1	5
CONSUMPTION UNDERAGE (18-20 yoa)	0	0	0	0	5	2
LIQUOR VIOLATIONS / FURNISHING ALCOHOL TO A MINOR	0	2	2	0	4	0
MISDEMEANOR DRUG VIOLATIONS (POSS. OF DRUG PARAPH)	0	21	21	15	32	35
TOBACCO VIOLATIONS	7	0	7	7	21	12
PETTY THEFT UNDER \$400	2	0	2	0	2	8
INTENTIONAL DAMAGE TO PROPERTY	0	0	0	0	1	0
OTHER VIOLATIONS	14	12	26	19	64	63
TOTAL TRAFFIC CITATIONS	26	92	118	153	306	374

March 2024

YPD

Adult Arrest

	THIS MONTH		YEAR TO DATE	
	This Year	Last Year	This Year	Last Year
HOMICIDE/MURDER	0	0	1	0
RAPE	0	0	0	0
ROBBERY	0	0	0	0
DUI	12	13	32	39
DRIVING UNDER REVOCATION	2	3	11	10
BURGLARY	1	0	2	0
ASSAULT AGGRAVATED	1	1	4	2
ASSAULT SIMPLE	2	3	7	8
CRIMES AGAINST FAMILY / DOMESTIC VIOLENCE	5	5	17	14
DISORDERLY CONDUCT	0	0	1	1
SEXUAL CONTACT/SEX OFFENSES	0	0	0	0
THEFT PETTY	0	0	1	2
THEFT GRAND	0	0	0	1
THEFT AUTO	0	0	1	1
FORGERY & COUNTERFEITING	0	3	0	5
FRAUD	0	0	0	0
EMBEZZLEMENT	0	0	0	0
INTENTIONAL DAMAGE	0	1	3	1
NARCOTIC DRUG CHARGES	42	21	77	61
LIQUOR ARRESTS	0	0	0	2
WEAPONS VIOLATION	2	1	2	1
WARRANTS	22	17	57	63
PROTECTIVE CUSTODY	0	0	0	0
ALL OTHER OFFENSES	39	37	114	122
TOTAL ADULT ARRESTS	128	105	330	333

March 2024
YPD
Juvenile Arrests

	THIS MONTH		YEAR TO DATE	
	This Year	Last Year	This Year	Last Year
CURFEW	0	0	0	1
RUNAWAY	6	3	11	6
MIC	2	2	8	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	7	5
CRIMES AGAINST FAMILY/ DOMESTIC VIOLENCE	0	0	0	0
DISORDERLY CONDUCT DISTURBANCE OF SCHOOL	10	7	15	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	2	1	9	3
TOTAL JUVENILE ARRESTS	22	20	55	38

Memorandum #24-80

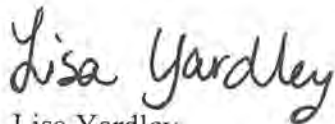
To: City Manager
From: Finance Department
Date: April 8, 2024
Subject: Special Events Dance Date Change – Yankton County Fair

The Finance Department received an Application for License to engage in the business of Special Events Dance, from Yankton County 4-H Clubs d/b/a Yankton County Fair, on February 8, 2024. Accordingly, Memorandum #24-55 was introduced to the Yankton County Commission on March 11, 2024 and the consent agenda item, as presented, was approved. Consequently, a Special Events Dance license was issued for one day, Saturday, August 3, 2024 to the Yankton County 4-H Clubs.

On March 26, 2024, the Finance Department received a telephone call from the Applicant indicating that she inadvertently listed the wrong date on the application which was submitted. The Yankton County Fair dance is scheduled be held on Friday, August 2, 2024, not Saturday, August 3, 2024, as submitted on her Application for License.

The Applicant is requesting that a new Special Events Dance license be issued for one day, Friday, August 2, 2024. The Yankton County Fair will take place at the following location: 905 Whiting Drive, Yankton, South Dakota.

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.



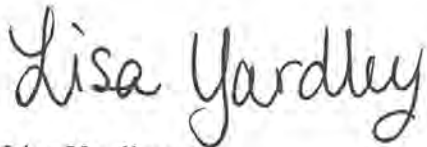
Lisa Yardley
Finance Officer

NOTICE OF HEARING UPON APPLICATION
FOR SALE OF ALCOHOLIC BEVERAGES

NOTICE IS HEREBY GIVEN that an application has been received by the Board of City Commissioners of the City of Yankton, South Dakota, for a Special On-sale Malt Beverage Retailers License and a Special On-sale Wine Retailers License for 1 day, May 4, 2024, from The Center, 900 Whiting Drive.

NOTICE IS FURTHER GIVEN that a public hearing on the application will be held on Monday, April 22, 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 8th day of April, 2024.

A handwritten signature in black ink that reads "Lisa Yardley". The signature is written in a cursive, flowing style.

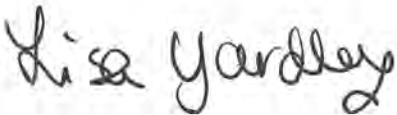
Lisa Yardley
FINANCE OFFICER

NOTICE OF HEARING UPON APPLICATION
FOR SALE OF ALCOHOLIC BEVERAGES

NOTICE IS HEREBY GIVEN that an application has been received by the Board of City Commissioners of the City of Yankton, South Dakota, for a Special On-sale Malt Beverage Retailers License for 1 day, August 17, 2024, from Yankton Rodeo Association, Inc., 43371 310th Street. Event to be held at the Rodeo Grounds, 404 Paddle Wheel Drive.

NOTICE IS FURTHER GIVEN that a public hearing on the application will be held on Monday, April 22, 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 8th day of April, 2024.

A handwritten signature in black ink that reads "Lisa Yardley". The signature is written in a cursive, flowing style.

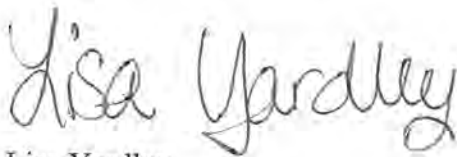
Lisa Yardley
FINANCE OFFICER

NOTICE OF HEARING UPON APPLICATION
FOR SALE OF ALCOHOLIC BEVERAGES

NOTICE IS HEREBY GIVEN that an application has been received by the Board of City Commissioners of the City of Yankton for a Special On-sale Liquor License for one day, May 4, 2024, from RB Grillhouse and Sports Bar, 2901 Broadway Ave. Event location is NFAA, 800 Archery Lane.

NOTICE IS FURTHER GIVEN that a Public Hearing upon the application will be held on Monday, April 22, 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 8th day of April, 2024.

A handwritten signature in cursive script that reads "Lisa Yardley".

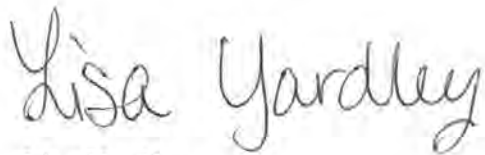
Lisa Yardley
FINANCE OFFICER

NOTICE OF HEARING UPON APPLICATION
FOR SALE OF ALCOHOLIC BEVERAGES

NOTICE IS HEREBY GIVEN that a 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 and a Special On-sale Wine Retailers License for 1 day, May 28, 2024, from Mount Marty University – Fresh Ideas, 1105 W. 8th Street.

NOTICE IS FURTHER GIVEN that a public hearing on the application will be held on Monday, April 22, 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 8th day of April, 2024.

A handwritten signature in cursive script that reads "Lisa Yardley".

Lisa Yardley
FINANCE OFFICER

Memorandum #24-81

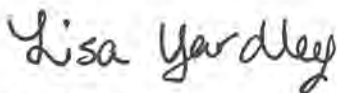
To: City Manager
From: Finance Department
Date: April 8, 2024
Subject: Special Events Alcoholic Beverage License
Applicant: The Center

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 Malt Beverage Retailers License and a Special On-sale Wine Retailers License for one day, September 14, 2024, from The Center, 900 Whiting Drive, Yankton, South Dakota. The event will take place at The Center, 900 Whiting Drive, Yankton, South Dakota.

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



Lisa Yardley
Finance Officer

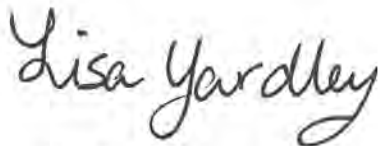
Memorandum #24-82

To: City Manager
From: Finance Department
Date: April 1, 2024
Subject: Transfer Retail (On-off sale) Malt Beverage with Video Lottery and
Retail (On-sale) Liquor Licenses – Upper Deck to MG Oil

The Finance Department has received two applications for transfer of ownership of a Retail (on-off sale) Malt Beverage & SD Farm Wine License and a Retail (On-sale) Liquor License from Upper Deck (Mark Hausmann, Owner) to MG Oil d/b/a Upperdeck (Troy Erickson, Owner), 315 Broadway, Suites A & B, Yankton, South Dakota.

Both alcohol license numbers RB-3364 and RL-6101 are endorsed with video lottery. For clarification, the liquor license is in Suite A, and the malt beverage license is in Suite B. The applicant did provide a blueprint to be submitted to the SD Department of Revenue's licensing division.

The Finance Department has provided the above-referenced application to the Community and Economic Development Department, Fire Department, and 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 has shown no issues. 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 #24-86

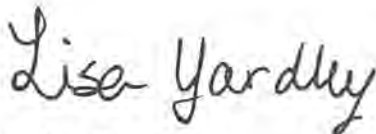
To: City Manager
From: Finance Department
Date: April 8, 2024
Subject: Special Events Alcoholic Beverage License
Applicant: Boomer's Lounge

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, May 25, 2024, from Boomer's, Inc., d/b/a Boomer's Lounge, 100 E. 3rd Street, Yankton, South Dakota. The event will take place at the Meridian Venue, 101 E. 3rd Street, Yankton, South Dakota.

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



Lisa Yardley
Finance Officer

Roll Call

Memorandum #24-27

To: Amy Leon, City Manager
 From: Adam Haberman, PE, Public Works Director
 Subject: 2024 FAA BIL-AIG Grant Application #3-46-0062-039-2024 for Terminal Apron Reconstruction Design at Chan Gurney Municipal Airport
 Date: March 29, 2024

The City's 2024 Capital Improvement Plan identifies \$80,000.00 for the engineering design for the Chan Gurney Municipal Airport Terminal Apron Reconstruction Project with a federal grant funding ratio of 90% FAA, 3.5% State, and 6.5% Local. The existing concrete apron in front of the terminal building is in poor and failed condition. The scope of this 2024 project is for design and bidding services for concrete apron pavement reconstruction at the airport with anticipation of a 2025 reconstruction project contingent on grant funding. The estimated reconstruction cost is \$1,470,000.00.

Attached is 2024 FAA BIL-AIG Grant Application AIP #3-46-0062-039-2024 for funding for design and bidding services for concrete apron pavement reconstruction at Chan Gurney Municipal Airport. Within the application is an Agreement for Professional Services with KLJ Engineering LLC for the design and bidding services. The fees for services outlined in the Agreement for Professional Services is \$100,000.00.

Due to the location of a privately owned hangar adjacent to the apron replacement project, not all of the project is FAA funding eligible. Historically, federally funded projects at the airport have been cost shared at 90% FAA, 5% State, and 5% Local participation. For this project, with the ineligible area factored in, the cost share is 80.6% FAA, 4.5% State, and 14.9% Local participation.

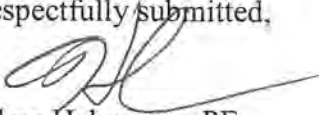
The funding breakdown is outlined in the grant application using the calculated participation rates:

	2024 COY CIP		
	Budget	Actual	Shortfall
Federal	\$72,000	\$80,600	
State	\$2,800	\$4,500	
Local	\$5,200	\$14,900	\$9,700
Total	\$80,000	\$100,000	

The 2024 Capital Improvement Plan does not account for the ineligible project area adjustment and the increased design cost; therefore, the budget will need to be supplemented to cover the \$9,700 shortfall. Staff recommends approval of the 2024 FAA BIL-AIG Grant Application AIP #3-46-0062-039-2024 which would also approve the Agreement for Professional Services with KLJ Engineering LLC. The same cost share percentages will likely be applied to the construction costs when the project has been designed and bid for completion.

_____ Roll Call

Respectfully submitted,



Adam Haberman, PE
Public Works Director

Recommendation: It is recommended that the City Commission approve Memorandum #24-27 authorizing the City Manager to sign and execute the 2024 FAA BIL-AIG Grant Application AIP #3-46-0062-039-2024 which would also authorize the City Manager to sign and execute the Agreement for Professional Services with KLJ Engineering LLC for the Terminal Apron Reconstruction Design Project at Chan Gurney Municipal Airport.

I concur with this recommendation.

I do not concur with this recommendation.



Amy Leon
City Manager

BIL-AIG ~~AIP~~ Grant Application Checklist

AIRPORT NAME: Chan Gurney Municipal Airport **DATE:** 3/25/24

SYSTEM FOR AWARD MANAGEMENT (SAM) CAGE CODE #: 92HP4

SYSTEM FOR AWARD MANAGEMENT (SAM) EXPIRATION DATE: 6/25/2024

This checklist (and attached instructions) is a tool to assist a grantee (airport sponsor) in identifying the requirements and considerations associated with preparing an Airport Improvement Program (AIP) grant application package for submittal to the FAA. Airport sponsors should read and consider each of the items carefully. **Some of the items can be answered by simply checking the “Yes” and “No” boxes while others require providing additional information as part of the airport’s request for AIP funds.**

Ref.		Yes	No	N/A	Comments Attached
ITEMS REQUIRED TO COMPLETE APPLICATION REVIEW:					
1.	Standard Form 424 <i>(signed)</i>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="checkbox"/>
2.	Project Cost Breakdown <i>(attached)</i>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="checkbox"/>
3.	Project Sketch <i>(at the request of the ADO)</i>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="checkbox"/>
4.	Project Narrative <i>(attached or within Form 5100-100/101 Part IV)</i>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="checkbox"/>
5.	Form 5100-100 (parts II – IV) <i>(airport development grants)</i> Form 5100-101 (parts II- IV) <i>(planning grants)</i>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="checkbox"/>
6.	Bid Tabulations/Negotiated Amounts <i>(attached or previously submitted to the ADO)</i>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="checkbox"/>
7.	Exhibit A <i>(attached or previously submitted to the ADO)</i>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="checkbox"/>
8.	Title Certificate or Long Term Lease Agreement <i>(at the request of the ADO)</i>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="checkbox"/>

Application for Federal Assistance SF-424

*1. Type of Submission:

- Preapplication
 Application
 Changed/Corrected Application

*2. Type of Application

- New
 Continuation
 Revision

* If Revision, select appropriate letter(s):

* Other (Specify)

*3. Date Received:

04/08/2024

4. Applicant Identifier:

YKN

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

BIL-AIG #3-46-0062-039-2024

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

*a. Legal Name: City of Yankton

*b. Employer/Taxpayer Identification Number (EIN/TIN):

46-6000567

*c. UEI:

XVUFUYRBVJN1

d. Address:

*Street 1: PO Box 176

Street 2: 416 Walnut Street

*City: Yankton

County/Parish: Yankton

*State: Province: SD

*Country: United States of America

*Zip / Postal Code 57078-0176

e. Organizational Unit:

Department Name:

Chan Gurney Municipal Airport

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Mr. *First Name: Adam

Middle Name:

*Last Name: Haberman

Suffix:

Title: Public Works Director

Organizational Affiliation:

City of Yankton, South Dakota

*Telephone Number: 605-668-5250

Fax Number:

*Email: AHaberman@cityofyankton.org

Application for Federal Assistance SF-424

***9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Pick an applicant type

Type of Applicant 3: Select Applicant Type:

Pick an applicant type

*Other (Specify)

***10. Name of Federal Agency:**

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

***12. Funding Opportunity Number:**

*Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

***15. Descriptive Title of Applicant's Project:**

- Design and Bidding Services for Reconstruct PCC Apron in front of GA Terminal
- Design Services including Preliminary Testing
- Bidding Services
- FAA Project Closeout Report

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424**16. Congressional Districts Of:**

*a. Applicant: SD - At Large

*b. Program/Project: SD - At Large

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

*a. Start Date: 01/01/2024

*b. End Date: 03/31/2025

18. Estimated Funding (\$):

*a. Federal	_____	\$ 80,600
*b. Applicant	_____	\$ 14,900
*c. State	_____	\$ 4,500
*d. Local	_____	\$ 0
*e. Other	_____	\$ 0
*f. Program Income	_____	
*g. TOTAL	_____	\$ 100,000

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on _____ .
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

***20. Is the Applicant Delinquent On Any Federal Debt?** Yes No

If "Yes", explain:

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)

 ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mrs. *First Name: Amy

Middle Name: _____

*Last Name: Leon

Suffix: _____

*Title: City Manager

*Telephone Number: 605-668-5221

Fax Number:

* Email: ALeon@cityofyankton.org

*Signature of Authorized Representative:

*Date Signed:

Application for Federal Assistance SF-424	
Authorized State Representative:	
*First Name: Jack	
*Last Name: Dokken	
*Title: Program Manager, Office of Air, Rail and Transit	
*Telephone Number: 605-773-3574	Fax Number: 605-773-2804
*Email: jack.dokken@state.sd.us	
*Signature of Authorized Representative:	*Date Signed:



Summary of Project Costs
Chan Gurney Municipal Airport
Yankton, South Dakota
BIL-AIG #3-46-0062-039-2024
Design - Reconstruct Apron



Item No.	Work Type	Description	Total Price
1	Administration	Miscellaneous Administration Costs	\$ 40.87
2	Engineering	Design and Bidding Services including Preliminary Testing	\$ 96,777.03
3	Engineering	FAA Project Closeout Report	\$ 3,182.10

Total Estimated Project Cost = \$ 100,000.00

Total Federal Funding (80.6%) = \$ 80,600.00

Total State Funding - AIP Match (4.5%) = \$ 4,500.00

Total City of Yankton Funding - AIP Match (14.9%) = \$ 14,900.00



2024 GRANT APPLICATION

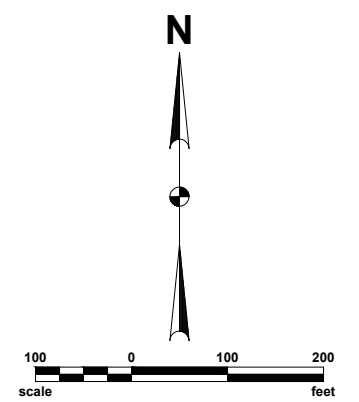
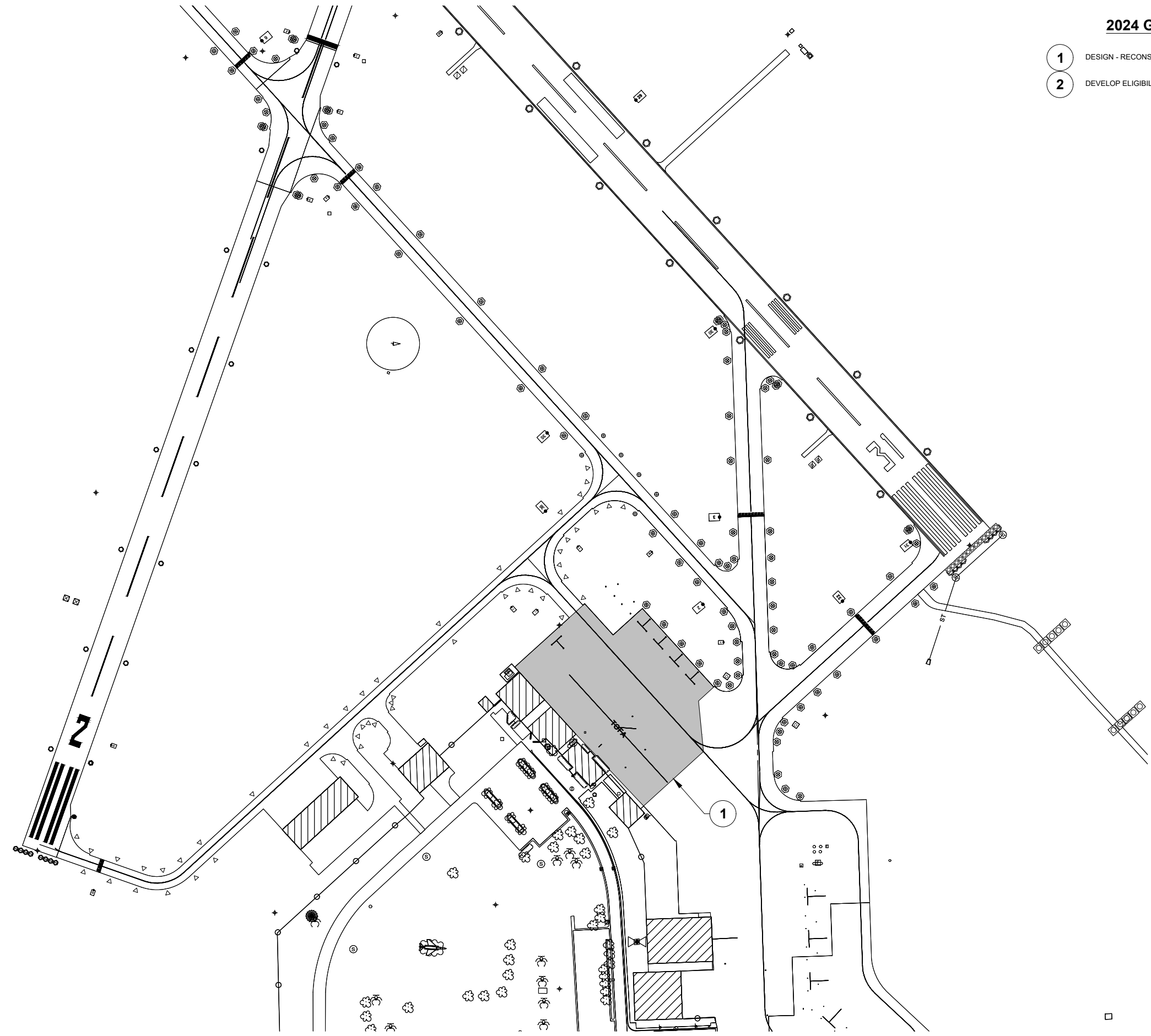
- 1 DESIGN - RECONSTRUCT PCC APRON IN FRONT OF GA TERMINAL
- 2 DEVELOP ELIGIBILITY AND USE PLAN FOR APRON

CHAN GURNEY MUNICIPAL AIRPORT
 CITY OF YANKTON
 YANKTON, SOUTH DAKOTA

TERMINAL APRON

DRAFTED
 BCB
 REVIEWED
 ARS
 PROJECT NUMBER
 2405-00195
 LAST REVISED DATE
 3/18/2024

SHEET
 1



PRELIMINARY
 NOT FOR
 CONSTRUCTION



NO.	DATE	REVISION

DRAFTED	BCB
REVIEWED	ARS
PROJECT NUMBER	2405-00195
ISSUE DATE	03/20/2024

GENERAL AVIATION APRON RECONSTRUCTION
 CHAN GURNEY MUNICIPAL AIRPORT
 YANKTON, SOUTH DAKOTA
 PROJECT SKETCH - APRON USE PLAN

Chan Gurney Municipal Airport (BIL 3-46-0062-039-2024)

Preliminary Eligibility Report – Reconstruct PCC Apron in front of GA Terminal

Preliminary Apron Use Plan Areas

Estimated areas for funding for construction of this project was determined based on the percentage of eligible pavement area as compared to total pavement areas. This percentage of eligible area was then multiplied by the 90% FAA funding to obtain the FAA share percentage and multiplied by the 5% State funding to obtain the State share percentage.

1. Public Apron Pavement (Eligible at 90% FAA, 5% State) = 7,692 SY
2. Exclusive-Use Apron Pavement (Ineligible) = 900 SY

$$\text{Eligible Portion} = \frac{\text{Eligible Area}}{\text{Total Area}} = \frac{7,692 \text{ SY}}{7,692 \text{ SY} + 900 \text{ SY}} = \frac{7,692 \text{ SY}}{8,592 \text{ SY}} = 0.8953$$

$$\text{FAA Share (90\% of Eligible Portion)} = 0.8953 * 90\% = 0.8058 = 80.6\%$$

$$\text{State Share (5\% of Eligible Portion)} = 0.8953 * 5\% = 0.0448 = 4.5\%$$

Construction Summary

	Estimated Total Cost	Funding		
		Agency	Rate	Share
Reconstruct Apron (Construction, CA/CO, Staking & Materials Testing)	\$1,470,000	FAA	80.6%	\$1,184,820
		Local	14.9%	\$219,030
		State	4.5%	\$66,150
Total				\$1,470,000

Design Summary

	Estimated Total Cost	Funding		
		Agency	Rate	Share
Reconstruct Apron (Design, Bidding & Preliminary Testing)	\$100,000	FAA	80.6%	\$80,600
		Local	14.9%	\$14,900
		State	4.5%	\$4,500
Total				\$100,000

Other items involved in the project will be calculated in the final closeout at the following funding percentages:

- Independent Fee Review: costs are fully eligible for federal funding
- Advertisement: costs are fully eligible for federal funding
- Closeout: costs are fully eligible for federal funding
- Change Order: costs are to follow the eligible portion cost share (final eligibility determined at closeout)

Apron Use Plan - Chan Gurney Municipal Airport

An apron use plan is a tool used to help justify an Airport Improvement Program (AIP) funded apron project. The document will identify a need, and address how the project meets that need. Once completed the document will address the number and type of tie-downs needed, provide a safe, efficient, and cost effective taxilane system, identify eligible/ineligible areas, and minimize ineligible areas by more efficient design and/or elimination of unnecessary pavement.

An apron use plan includes:

1. Need
 - a. Condition of existing pavement including:
 - i. History of the pavement. *Original construction in 1973 with selected slab replacement 1999.*
 - ii. PCI. *20 (Northwest section), 47 (remainder of apron)*
 - b. What are the design aircraft(s). *ADG-II, TDG-2A (PC-12, King Air 200, Citation Excel)*
 - c. The number of aircraft for each of the design groups the apron is for. *2022 Ops data shows 610 ADG-II aircraft*
 - d. How much apron is needed to accommodate the aircraft. *Determined by maneuvering and parking needs. Initial estimates range from 8,100 S.Y. (existing) to 9,000 S.Y*
 - e. Comparison of the existing apron to the needed apron- *Will document surplus/deficiency between existing pavement and need*
 - f. Provide basis for number of tie-downs needed per design group (i.e. based on traffic counts, % of total operations, etc.) *Developed through combination of itinerant and based aircraft need for parking.*
2. Proposed project
 - a. Comparison of proposed project to the need. *Identify existing apron use and building frontage use. Develop layouts based on the expected use and need of aircraft parking and maneuvering and select preferred layout for the proposed project. Document justification of proposed project.*
3. Sketch of the apron area showing:
 - a. Taxilanes- *All components will be depicted*
 - i. Width. *TDG-2A 35 feet*
 - ii. Taxilane Safety area. *ADG-II 79 feet*
 - iii. Taxilane Object Free Area. *ADG-II 110 feet*
 - iv. Identification of the aircraft design group for each taxilane.
 - b. Tie-down Areas- *Will show a combination of ADG-I/II tie down spots*
 - i. Identify tie-down/parking locations.
 - ii. Identify aircraft design group for tie-downs. ADG II or smaller.
 - c. Special use areas
 - i. Fuel farms and fueling pads- *Outside project area (other apron)*

- ii. De-icing areas- *N/A*
- iii. Compass pads- *N/A*
- iv. Ag containment pads- *N/A*
- d. Eligible areas- *Will depict and provide total area*
- e. In-eligible areas- *Will depict and provide total area*
- f. Shadow Study if there is an Air Traffic Control Tower- *N/A*

There are a number of acceptable ways to determine design aircraft and their operations/needs. One method that may work is:

1. Calculate the total annual operations (itinerate and local) from the best source, usually the airports 5010.
2. Obtain the record of annual aviation gas sales for the airport.
3. Correlate gas sales with annual operations on a monthly basis.
4. Calculate the average daily operations for the busiest month.
5. Assume the busiest day is 10% busier than the average day.
6. Assume that 50% of the airplanes on the busiest will be on the transient apron.
7. Adjust the number of aircraft to reflect the forecast.

Eligible areas (needs to be justified):

1. Tie-downs
2. Taxilanes
3. Fueling areas
4. Compass pad
5. Terminal access
6. De-icing areas
7. Ag containment areas

In-eligible areas:

1. Per FAA Order 5100.38D, AIP Handbook, for apron pavement in front of an ineligible building* the 50 feet of pavement immediately in front of the building is ineligible.
 - a. If a taxilane or tiedowns are within that 50 feet, they are eligible.
 - b. If there is pavement between the end of the 50 feet and the nearest taxilane or tiedowns, the area will be determined on a case by case basis.
2. Pavement that is sole use.
3. Any other pavement not identified as eligible and justified.

* In this case, eligible buildings are terminals, SRE buildings, ARFF buildings, customs buildings, and AIP funded hangars.

Project Narrative (Justification)
2024 FAA BIL-AIG Grant Application
AIP #3-46-0062-039-2024
Chan Gurney Municipal Airport

Project Item

Reconstruct Apron.

What is the Project?

The project is for design and bidding services for concrete pavement reconstruction at Chan Gurney Municipal Airport. This includes a Preliminary Eligibility Sketch and Eligibility Report, and the Apron Use Plan and final eligibility will be determined in the design phase of this project. See attached sketch and report.

Why is the Project Needed Now?

The project is needed now due to the concrete pavement being in either poor or failed condition. According to the last Pavement Condition Index (PCI) Study conducted in 2021, the majority of the apron in front of the terminal was rated 47, which is in the Poor rating range of 41-55. A portion of apron to the north was rated 20, which is in the Failed rating range of 0-40. This poor and failed rating of concrete presents safety concerns and FOD issues requiring extra maintenance and inspection by airport staff, and this reconstruction project would remedy the concrete pavement deterioration.

Is the Project Phased?

Yes. This first phase is to complete the design of the plans and specifications for the apron reconstruction. The second phase is to construct the project, scheduled for 2025.

Total AIP Funds Expended this Fiscal Year?

\$80,600 – FAA AIP funds

\$4,500 – State funds

\$14,900 – Local funds

Additional AIP Funds Needed to Complete Project?

No additional funds will be needed in 2024 for the Design Phase of this project. In 2025, there is an estimated shortfall in federal funding to construct the project. The City is requesting state apportionment funding for the shortfall.



U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-100, Application for Federal Assistance (Development and Equipment Projects)

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 28 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200; no assurance of confidentiality is provided. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

INSTRUCTIONS FOR FORM 5100-100

PART I – Application for Federal Assistance

Part I of the Application for Federal Assistance consists of a completed Standard Form (SF) 424. The remaining parts of Form 5100-100 (Parts II, III and IV) represent continuation pages that the Sponsor must attach to the associated SF-424 form. The signature of the Sponsor's authorized representative on the SF-424 form represents acceptance of the representations and certifications made within the corresponding FAA 5100-100 form.

PART II – Project Approval Information

This information is necessary for the Federal Aviation Administration to evaluate this request for Federal assistance. Responses do not require an explanation unless explicitly requested by the question.

SECTION A. STATUTORY CONDITIONS

Item 1 – Indicate whether the Sponsor maintains an active registration in the Federal System for Award Management (SAM). Pursuant to 2 CFR §25.200(b), a Sponsor must maintain an active registration in the Central Contractor Registration repository (housed within SAM) with current information at the time of the application and during the active period of the Federal award.

Item 2 – Indicate whether the Sponsor can commence the project within the same fiscal year the grant is made or within 6 months of when the grant is made, whichever is later. Attach explanation for negative responses. This information is considered when allocating discretionary funds. (49 U.S.C. § 47115(d)(2))

Item 3 – Indicate whether the Sponsor can complete the project without unreasonable delays. If applicable, provide listing of foreseeable events (winter shutdown, land acquisition issues, non-aeronautical events, etc.) that have potential to delay completion of the project. (49 USC § 47106(a))

Item 4 – Indicate whether the environmental review (i.e. environmental assessment, mitigated FONSI, etc.) identified impacts or effects on the environment that require mitigating measures that lessen the impact or effect on the environment. If yes, provide a summary listing of mitigating measures. (49 U.S.C. § 47106(c))

Item 5 – Indicate whether the project covered by this request is also covered by an approved Passenger Facility Charge (PFC) application or other Federal assistance program by selecting all applicable check boxes (49 U.S.C. § 40117(d) and 2 CFR § 200.403). If the approved PFC application only addresses the Sponsor's AIP matching share, select the appropriate check box.

If the project, or portions thereof, is covered by another Federal assistance program, identify the Federal assistance program by name and the Catalog of Federal Domestic Assistance (CFDA) number.

Item 6 – Indicate whether the Sponsor intends to seek reimbursement of Sponsor indirect costs as defined by 2 CFR §200.414 and 2 CFR Appendix VII to Part 200. This information request **does not** include the indirect costs claimed by a for-profit entity (e.g. consultant).

- The de minimis rate may only be used if the Sponsor has not previously received a negotiated Indirect Cost Rata (ICR) and does not exceed the limitations prescribed in Appendix VII to Part 200.
- A Sponsor with an existing approved negotiated ICR must identify the ICR value, the name of the cognizant agency that approved the ICR and the date of approval.

SECTION B. CERTIFICATION REGARDING LOBBYING

This section addresses the Sponsor's declaration regarding lobbying activities. The declaration made in the section are under signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached.

Title 31 U.S.C. § 1352 establishes that no appropriated funds may be expended by a recipient of a Federal grant to pay any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this covered Federal assistance action. Pursuant to 40 CFR part 20, this certification attests that the Sponsor has not made, and will not make, any payment prohibited payment by 31 U.S.C. § 1352.

SECTION C. REPRESENTATIONS AND CERTIFICATION

1. **Compatible Land Use** (49 U.S.C. § 47107(a)(10)) – Identify actions the Sponsor has taken to assure land uses in close proximity to the airport are compatible with normal airport operations.
2. **Defaults** – Confirm that Sponsor is not in default on any obligation to the United States or any agency of the United States government.
3. **Possible Disabilities** – Confirm that Sponsor has no facts or circumstances (i.e. legal, financial or otherwise) that might adversely affect the Sponsor in completing the project and carrying out the provisions of the associated Grant Assurances.
4. **Consistency with Local Plans** (49 U.S.C. § 47106(a)) – Confirm project is consistent with plans (existing at the time the project is approved) of public agencies authorized by the State in which the airport is located to plan.
5. **Consideration of Local Interests** (49 U.S.C. § 47106(b)) – Confirm the Sponsor has given fair consideration to the community in and near the project.
6. **Consultation with Users** (49 U.S.C. § 47105(a)) - Confirm the Sponsor has consulted with airport users that will be affected by the project.
7. **Public Hearings** (49 U.S.C. § 47106(c)) – For projects involving the location of an airport, runway or major runway extension, confirm the Sponsor:
 - a. Provided an opportunity for a public hearing to consider economic, social and environmental effects of the project.
 - b. Has voting representation from the communities in which the project is located; or has advised the communities that they have the right to petition the Secretary about the proposed project.
8. **Air and Water Quality Standards** - Confirm Sponsor will comply with applicable air and water quality standards.
9. **Exclusive Rights** (49 U.S.C. § 47107(a)) – Identify all instances of exclusive rights to conduct aeronautical services at the airport.
10. **Land (49 U.S.C. § 47106(b))** –
 - a. Identify property interests specific to the development project and/or land acquisition. The declaration of property interest is to be based upon a title opinion submitted by an attorney. When identifying the property interest, use the same parcel numbers as used to identify the property on the associated Exhibit A property map.
Example: “*Sponsor maintains property interest as depicted within the property table on the Exhibit A property map dated __/__/__ originally filed with AIP Project ###.*”
 - b. Complete this subpart if the Sponsor proposes a project for which they have not yet obtained appropriate property interests. Note that the work may not commence until Sponsor obtains acceptable property interests. Identify such property by parcel number that corresponds to the associated Exhibit A property map.
 - c. Complete this subpart when acquiring property interests under the grant. Identify such property by parcel number that corresponds to the associated Exhibit A property map.

PART III – Budget Information

SECTION A. GENERAL

1. Assistance Listing Number - Show the Assistance Listing Number from which the assistance is requested.

2. Functional or Other Breakout: Indicate “Airport Improvement Program”. Prepare a separate set of Part III forms for other Federal program categories.

SECTION B. CALCULATION OF FEDERAL GRANT

When applying for a new grant, use the Total Amount Column only. Use all columns when requesting revisions of previously awarded amounts.

Line 1 - Enter amounts needed for administration expenses, which may include such items as: legal fees, mailing/shipping expenses, audit fees and documented Sponsor employee time that is necessary to administer the grant.

Line 2 - Enter amounts pertaining to allowable preliminary expenses. These include such expenses as independent fee estimate preparation, advertising expenses and permits.

Line 3 - Enter amounts directly associated with the acquisition of land, existing structures, and related right-of-way.

Line 4 - Enter fees for architectural engineering basic services.

Line 5 - Enter amounts for architectural engineering special services (e.g. surveys, tests and borings).

Line 6 - Enter fees for inspection, testing and monitoring of construction and related programs.

Line 7 - Enter amounts associated with the development of land where the primary purpose of the grant is land improvement. Site work normally associated with major construction should be excluded from this category and shown on line 11.

Line 8 - Enter the dollar amounts needed to provide relocation advisory assistance, and the net amounts for replacement (last resort) housing. Do not include relocation administration expenses on this Line; include them on Line 1.

Line 9 - Enter the estimated amount of relocation payments to be made to displaced persons, business concerns, and non-profit organizations for moving expenses and replacement housing.

Line 10 - Enter the cost of demolition or removal of improvements on developed land. Reduce the costs on this line by the amount of expected proceeds from the sale of salvage, if so instructed by the Federal grantor agency. Otherwise, show the proceeds on Line 15.

Line 11 - Enter amounts for the actual construction of, addition to or restoration of a facility. Include in this category the amounts of project improvements such as grading, drainage, paving, marking, lighting, buildings, seeding/sodding, etc.

Line 12 - Enter amounts for equipment. Examples include ARFF vehicles, SRE equipment, AWOS equipment, interactive training, NAVAID equipment, etc.)

Line 13 - Enter miscellaneous amounts for items not specifically covered by previous categories.

Line 14 - Enter the sum of Lines 1-13.

Line 15 - Enter the estimated amount of program income that will be earned during the grant period and applied to the program. Examples include vehicle trade-in value, sale of millings resulting from project, credits passed on from contractor, etc. This line may be used to indicate applied liquidated damages.

Line 16 - Enter the difference between Line 14 and Line 15.

Line 17 - Enter the aggregate amount for those items, which are a part of the project but not subject to Federal participation. Refer to Section C, exclusions.

Line 18 – Enter the subtotal sum of Lines 16 and 17. (This is the amount to which the matching share ratio prescribed in program legislation is applied.)

Line 19 - Indicate the total amount of the Federal assistance requested. This value is determined by multiplying the grant participation rate by the amount indicated in line 18.

Line 20 – Indicate the amount of the Grantee's share (from Section D).

Line 21 – Indicate the amount of other shares (from Section D)

Line 22 – Indicate sum of Lines 19, 20 and 21.

SECTION C. EXCLUSIONS

Line 23 a-g - Identify and list those costs which are part of the project cost but are not subject to Federal participation because of program legislation or Federal grantor agency instructions. The total amount on Line g should agree with the amount shown on Line 17 of Section B.

SECTION D. PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE

Line 24 a-g - Show the source of the grantee's share. If cash is not immediately available, specify the actions completed to date and those actions remaining to make cash available under Section E - Remarks. Indicate also the period of time that will be required after execution of the grant agreement to obtain the funds. If there is a non-cash contribution, explain what this contribution will consist of.

Line 24h - Indicate total of Lines 24 a-g. This amount must equal the amount in Section B, Line 20.

Line 25a - Show the amount that will be contributed by a State or state agency, only if the applicant is not a State or state agency. If there is a non-cash or other contribution, explain what the contribution will consist of under Section E - Remarks.

Line 25b - Show the amount that will be contributed from other sources. If there is a non-cash contribution, explain what the contribution will consist of under Section E - Remarks.

Line 25c - Show the total of Lines 25a and 25b. This amount must be the same as the amount shown in Section B, Line 21.

Line 26 - Enter the totals of Lines 24h and 25c.

SECTION E. OTHER REMARKS

Make any remarks pertinent to the project and provide any other information required by these instructions or the grantor agency. Attach additional sheets, if necessary.

PART IV – Program Narrative

Prepare the program narrative statement in accordance with the following instructions for all new grant programs. Requests for supplemental assistance should be responsive to Item 5b only. Requests for continuation or refunding or other changes of an approved project should be responsive to Item 5c only.

1. OBJECTIVES AND NEED FOR THIS ASSISTANCE

Provide a short and concise description of the proposed improvement. Include a narrative on why this improvement is needed.

2. RESULTS OR BENEFITS EXPECTED

Identify results and benefits to be derived. For example, include a description of who will occupy the facility and show how the facility will be used. For land acquisition or development projects, explain how the project will benefit the public.

3. APPROACH

- a. Outline a plan of action pertaining to the scope and detail of how the Sponsor proposes to accomplish the work.
- b. Cite factors, which might accelerate or decelerate the work, and your reason for taking this approach as opposed to others. Describe any unusual features of the project such as construction approach, reductions in cost or time or extraordinary social and community involvements.
- c. Provide projections of project milestone dates. As a minimum, identify target dates for defining project costs (i.e. bid opening or completion of negotiations), anticipated issuance of notice-to-proceed and anticipated project completion date.
- d. Identify monitoring and oversight mechanisms the Sponsor proposes to implement.
- e. List key individuals and entities such as consultant, Sponsor personnel and contractor who will work on the project. Provide a short description of the nature of their effort or contribution.

4. GEOGRAPHIC LOCATION

Identify location of the project. This will typically be the name of the airport.

5. IF APPLICABLE, PROVIDE THE FOLLOWING INFORMATION:

- a. Describe the relationship between this project and other work planned, anticipated or underway under the Federal Assistance listed under Part II, Section A, Item 5.
- b. Explain the reason for all requests for supplemental assistance and justify the need for additional funding.
- c. If there have been significant changes in the project objectives, location, approach or time delays, explain and justify. For other requests for changes or amendments, explain the reason for the change(s). If the scope, budget, or objectives have changed or an extension of time is necessary, explain the circumstances and justify.

6. SPONSOR'S REPRESENTATIVE

Identify contact information of Sponsor's representative.

Application for Federal Assistance (Development and Equipment Projects)

PART II – PROJECT APPROVAL INFORMATION

Part II - SECTION A	
The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.	
Item 1. Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Item 2. Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Item 3. Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
Item 4. Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s).	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
Item 5. Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes. <input type="checkbox"/> The project is included in an <i>approved</i> PFC application. If included in an approved PFC application, does the application <i>only</i> address AIP matching share? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> The project is included in another Federal Assistance program. Its CFDA number is below.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
Item 6. Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals? If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply: <input type="checkbox"/> De Minimis rate of 10% as permitted by 2 CFR § 200.414. <input type="checkbox"/> Negotiated Rate equal to _____ % as approved by _____ (the Cognizant Agency) on _____ (Date) (2 CFR part 200, appendix VII).	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
<i>Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.</i>	

PART II - SECTION B

Certification Regarding Lobbying

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Authorized Representative shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

The Sponsor affirms it promotes development of the property adjacent to the airport for uses that are compatible with the airport.

2. Defaults – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

The Sponsor is not in default on any applicable obligations.

3. Possible Disabilities – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

The Sponsor affirms there are not any circumstances that may preclude the successful completion of the project or complying with all applicable grant assurances.

4. Consistency with Local Plans – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

The Sponsor affirms the project is consistent with the approved ALP. This project will produce an ALP Update.

5. Consideration of Local Interest – It has given fair consideration to the interest of communities in or near where the project may be located.

The Sponsor affirms it has given fair consideration to applicable community interest associated with the project.

6. Consultation with Users – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

The Sponsor affirms it had undertaken reasonable consultation with affected airport users.

7. Public Hearings – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

The proposed project does not require a public hearing.

8. Air and Water Quality Standards – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

Not Applicable.

PART II – SECTION C (Continued)

9. Exclusive Rights – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

The Sponsor affirms there is no grant of an exclusive right for the conduct of any aeronautical activity on the airport.

10. Land – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

The Sponsor maintains property interest as depicted with the property table on Exhibit A property map dated February 2014.

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

Not Applicable.

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

Not Applicable.

¹ State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL	
1. Assistance Listing Number:	20.106
2. Functional or Other Breakout:	Airport Improvement Program

SECTION B – CALCULATION OF FEDERAL GRANT			
Cost Classification	Latest Approved Amount (Use only for revisions)	Adjustment + or (-) Amount (Use only for revisions)	Total Amount Required
1. Administration expense			\$ 41
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			96,777
5. Other Architectural engineering fees			3,182
6. Project inspection fees			
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			
12. Equipment			
13. Miscellaneous			
14. Subtotal (Lines 1 through 13)			\$ 100,000
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			100,000
17. Less: Ineligible Exclusions (Section C, line 23 g.)			
18. Subtotal (Lines 16 through 17)			\$ 100,000
19. Federal Share requested of Line 18			80,600
20. Grantee share			14,900
21. Other shares			4,500
22. TOTAL PROJECT (Lines 19, 20 & 21)			\$ 100,000

SECTION C – EXCLUSIONS	
23. Classification (Description of non-participating work)	Amount Ineligible for Participation
a.	
b.	
c.	
d.	
e.	
f.	
g. Total	

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE	
24. Grantee Share – Fund Categories	Amount
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	
d. Bonds	
e. Tax Levies	14,900
f. Non-Cash	
g. Other (Explain):	
h. TOTAL - Grantee share	\$ 14,900
25. Other Shares	Amount
a. State	4,500
b. Other	
c. TOTAL - Other Shares	\$ 4,500
26. TOTAL NON-FEDERAL FINANCING	\$ 19,400

SECTION E – REMARKS (Attach sheets if additional space is required)

PART IV – PROGRAM NARRATIVE
(Suggested Format)

PROJECT: Reconstruct Apron

AIRPORT: Chan Gurney Municipal Airport

1. Objective:

The project will consist of the reconstruction of Apron concrete apron on north end in front of GA Terminal. The apron will have a portion of project determined as ineligible. The ineligible portion is shown in the local/grantee share.

2. Benefits Anticipated:

The existing concrete pavement areas will be reconstructed and will no longer be classified as failing. Improvements will include better smoothness and drainage for the new pavement.

3. Approach: (See approved Scope of Work in Final Application)

Consultant will create plans and specifications using pavement analysis and design methods per FAA requirements.

Environmental, Design and Project Closeout will be completed through a traditional design agreement/contract.

KLJ of Sioux Falls, SD will serve as the airport's consultant to lead this effort.

4. Geographic Location:

Chan Gurney Municipal Airport is located approximately 1 mile east of Madison, SD.

5. If Applicable, Provide Additional Information:

6. Sponsor's Representative: (include address & telephone number)

Adam Haberman, Public Works Director, 416 Walnut Street, Yankton, SD 57078, 605-668-5250

**AGREEMENT FOR PROFESSIONAL SERVICES
FOR
AIRPORT PROJECT NUMBER BIL-AIG 3-46-0062-039-2024
DESIGN AND BIDDING SERVICES**

This Agreement is entered into by and between the City of Yankton, South Dakota, of 416 Walnut Street, Yankton, South Dakota 57078, referred to in this Agreement as the “SPONSOR”, and KLJ Engineering LLC, 400 East Broadway Avenue, Suite 600, Bismarck ND 58501, referred to in this Agreement as the “ENGINEER”.

BACKGROUND:

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

Reconstruct Apron

- Task 2 - Design and Bidding Services
- Task 14 - FAA Project Closeout Report

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

THE SPONSOR AND THE ENGINEER MUTUALLY AGREE AS FOLLOWS:

1. SCOPE OF SERVICES

- A. The SPONSOR will retain and employ the ENGINEER and the ENGINEER will perform the agreed professional services for the project at the Chan Gurney Municipal Airport, Project Number AIP 3-46-0062-039-2024, referred to in this Agreement as the “Project.”
- B. The Project and the agreed professional services are more particularly described and incorporated in this Agreement in the attached Exhibit A, entitled “Detailed Scope of Services.” The anticipated level of effort is described and incorporated in this Agreement in the attached Exhibit B, entitled “Cost Breakdown.”
- C. The ENGINEER’S preparation of plans and specifications must be in accordance with the current Federal Aviation Administration Standards for Specifying Construction of Airports (AC 150/5370-10H) and current Federal Aviation Administration (FAA) Advisory Circulars.
- D. Design standards for airports contained in current FAA Advisory Circulars are mandatory requirements and the design must conform in all aspects to current FAA Advisory Circulars, unless the FAA grants written approval, in advance, to deviate from these design standards.
- E. If the ENGINEER alters any of the standards in the current FAA Standards for Specifying Construction of Airports (AC 150/5370-10H), the ENGINEER must submit the following with the preliminary plans and specifications: 1) the ENGINEER’S letter of explanation detailing why the standards were altered and 2) the FAA approval letter allowing for the specific modification to the design standards.

2. PERIOD OF PERFORMANCE

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

3. PAYMENT AND MAXIMUM LIMITING AMOUNT

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

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

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

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

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

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

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

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

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

A. LUMP SUM COMPENSATION

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

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

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

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

TABLE A: LUMP SUM	
Task Item	Total Cost/Compensation
Design and Bidding Services	\$96,777.03
FAA Project Closeout Report	\$3,182.10

B. COST PLUS FIXED FEE COMPENSATION

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

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

TABLE B: COST PLUS FIXED FEE		
Task Item	Fixed Fee	Total Cost/Compensation
NA	NA	NA

C. The maximum limiting amount for this Agreement is \$99,959.13.

4. EXTRA WORK

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

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

5. AMENDMENT

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

6. TERMINATION

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

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

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

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

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

7. ASSIGNMENT

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

8. REPORTING

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

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

9. PROMPT PAYMENT AS REQUIRED IN 49 CFR 26.29

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

10. INSURANCE

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

A. General Liability

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

B. Workers' Compensation

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

C. Professional Liability Insurance or Miscellaneous Professional Liability

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

D. Business Automobile Liability Insurance

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

11. INDEPENDENT CONTRACTOR

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

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

12. INDEMNIFICATION

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

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

13. SEVERABILITY

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

14. SUPERCESSION

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

15. CONTROLLING LAW

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

16. AUDIT

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

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

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

17. COMPLIANCE

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

18. NOTICE

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

19. CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

21. CIVIL RIGHTS (49 CFR Part 21)

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

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

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

23. CLEAN AIR ACT (49 CFR Part 18)

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

24. RIGHTS TO INVENTIONS (49 CFR Part 18)

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

25. DBE REQUIREMENTS (49 CFR Part 26)

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

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

26. TRADE RESTRICTION (49 CFR Part 30)

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

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

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

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

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

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

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

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

27. EQUAL OPPORTUNITY

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

28. CERTIFICATION OF ENGINEER

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

The parties signify their agreement by signatures affixed below.

KLJ Engineering LLC

City of Yankton, South Dakota

By: Shane L Steiner
Shane Steiner

By: _____
Amy Leon

Its: Associate Vice President, Aviation

Its: City Manager

Date: March 18, 2024

Date: _____

Attest: _____

City Auditor/Clerk

DETAILED SCOPE OF SERVICES

A. Design and Preparation of Plans and Specifications

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

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

Professional Seal/Signature: _____

Date: _____

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

B. Bidding and Negotiation Services

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

~~C. Construction Administration Services~~

- ~~i. During the construction of the Project, the ENGINEER will periodically review the work performed by the contractor and will supervise and manage the ENGINEER'S employees assigned to the Project under paragraph D of this Exhibit.~~
- ~~ii. The ENGINEER will assist in correct interpretation of the plans and specifications, attend pre-bid conference and preconstruction conference, prepare change orders, supplement agreements and periodic progress payment estimates, make a final inspection, and final payment estimates.~~
- ~~iii. The ENGINEER will prepare and submit to the SPONSOR and SDDOT "As Built" or "Construction Plans of Record," and an updated Airport Layout Plan (ALP).~~
- ~~iv. The ENGINEER will prepare and submit Quality Project Closeout Reports Volumes 1 and 2 to the SPONSOR, SDDOT, and FAA.~~
- ~~v. Upon review of the Quality Project Closeout Reports Volumes 1 and 2 by SDDOT and FAA, the SDDOT or FAA may require the ENGINEER to revise the reports, as necessary.~~
- ~~vi. The Construction Management Plan will be required for all projects with paving costs in excess of \$500,000.00, and as required by FAA Order 5100.38D Airport Improvement Program Handbook.~~
- ~~vii. The ENGINEER will provide the following for Quality Closeout Report Volume 2:~~
 - ~~1. Construction Management Plan: The ENGINEER will furnish to SDDOT two (2) copies of the Construction Management Program Volume 2 part A. SDDOT will retain one (1) copy and will submit one (1) copy to FAA prior to the start of construction, in accordance with AC 150/5370 "Quality Control of Construction for Airport Grant Projects." The ENGINEER will detail the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the federal specifications. The Construction Management Program will include as a minimum the following:
 - ~~a. Name of the person representing the SPONSOR who has overall responsibility for contract administration for the Project and the authority to take necessary actions to comply with the contract.~~
 - ~~b. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the Project, together with a description of the services to be provided.~~
 - ~~c. Procedures for determining that testing laboratories meet the requirements of the American Society of Testing Material's standards on laboratory evaluation, referenced in the contract specifications (D 3666, C 1077).~~
 - ~~d. Qualifications of engineering supervision and construction inspection personnel.~~
 - ~~e. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test.~~
 - ~~f. Procedures for ensuring that the tests are taken in accordance with the program, the tests are documents daily, the proper corrective actions, where necessary, are undertaken, and the quantity of materials used is adequate.~~~~
 - ~~2. Final Test and Quality Control Report (Volume 2 part b): The ENGINEER will submit the Final Test and Quality Control Report with Volume 1 of the Project Closeout Report. The ENGINEER will include in the report, as a minimum, the following:~~

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

~~D. Resident Engineering, Inspection, and Staking Services~~

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

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

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

E. Project Completion Date

See Attachment A for detailed schedule of work.

F. See Attachment A for the complete Detailed Scope of Services.

COST BREAKDOWN

See Attachment B for cost breakdown of engineering fees.

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

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

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

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

Pertinent Non-Discrimination Authorities:

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

CERTIFICATION OF ENGINEER

I hereby certify that I am the Senior Vice President, Public Works and duly authorized representative of the firm of KLJ Engineering LLC, whose address is 400 East Broadway Avenue, Suite 600, Bismarck, ND 58501, and that neither I nor the above firm I represent has:

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

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

Firm: KLJ Engineering LLC
Signature: 
Name of Corporate Official: Mark Anderson
Title: Senior Vice President, Public Works
Date of Execution: March 18, 2024

CONSULTANT ACCOUNTING CERTIFICATION

Firm Name: KLJ Engineering LLC

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

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

I declare that the foregoing is true and correct.

Signature: 

Name of Corporate Official: Mark Anderson

Title: Senior Vice President, Public Works

Date of Execution: March 18, 2024

CONSULTANT INDIRECT COST RATE CERTIFICATION

Firm Name: KLJ Engineering LLC

Indirect Cost Rate Proposal: 196.37%


Date of Proposal Preparation: March 15, 2024

Fiscal Period Covered (mm/dd/yyyy to mm/dd/yyyy): 01/01/2022 to 12/31/2022

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

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

Signature:



Name of Corporate Official (Print):

Mark Anderson, PE

Title:

Senior Vice President, Public Works

Date of Certification (mm/dd/yyyy):

March 18, 2024



Attachment A
Detailed Scope of Services
Chan Gurney Municipal Airport, Yankton, South Dakota
BIL-AIG Project #3-46-0062-039-2024
KLJ #2405-00195

Project Description

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

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

KLJ shall provide design engineering services for the reconstruction of the concrete apron in front of the GA terminal. The location of reconstruction is shown on the attached sketch on the last page of this detailed scope of services. The current condition of the existing concrete pavement is poor to failing in some areas. According to the last Pavement Condition Index (PCI) Study conducted in 2021, most of the apron in front of the terminal was rated 47, which is in the Poor rating range of 41-55. A portion of apron to the north was rated 20, which is in the Failed rating range of 0-40. This poor and failed rating of concrete presents safety concerns and FOD issues requiring extra maintenance and inspection by airport staff. The reconstruction project would remedy the concrete pavement deterioration and provide a new pavement section lifespan that meets the FAA design standards.

Detailed Scope of Services to be completed includes the following:

- Task 2 – Design and Bidding Services
- Task 14 – FAA Closeout Report

The Engineer shall perform the work under this Agreement with FAA Advisory Circulars and regulations that are current as of the effective date of the Agreement. Changes to the FAA Advisory Circulars and regulations after the date of this Agreement shall be addressed Item 4 and 5 of the Agreement.

Project Schedule

The Engineer shall complete the Design Services (minus the Bidding Services) by March 31, 2025. The schedule allows for a maximum of four weeks review by the FAA for review of the Engineering Design Report and four weeks review by the FAA for review of the Plans and Specifications.

The Bidding Services shall be completed within the timeframe set forth by the Owner's requirements to bid and state law bidding practice. Schedule and fee are based on FAA funding for the project being approved for design in 2024. If funding does not become available for 2024 design, timelines may be revised accordingly.

Project Administration

Project Scoping Meeting with Owner. The Engineer shall attend a meeting to discuss project scoping, FAA grant application, and airport capital improvements plan with the Owner via teleconference (1 meeting). The following staff are anticipated to attend:

- Client Manager
- Project Manager
- Design Engineer

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

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

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

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

~~**Independent Fee Document Preparation.**~~ Not included in this Detailed Scope of Services.

Project Management

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

Project Startup Meeting. The Engineer shall conduct an internal kickoff meeting with staff consisting of all design team members to review the project and prepare for design activities.

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

Monthly Budget Review. The Project Manager shall review budgets and budget projections monthly and coordinate any known issues with the Owner.

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

Periodic Internal Meetings. The Project Manager shall conduct periodic internal meetings to review schedule and outstanding issues encountered. It is anticipated that there will be four (4) meetings for 1-hour each for the following staff:

- Project Manager
- Design Engineer

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

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

~~**DBE Reporting.**~~ It is anticipated that a Disadvantaged Business Enterprise (DBE) annual reporting form will not be required for this project due to the expected grant to be under \$250,000. Not included in this Detailed Scope of Services.

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

FAA Grant Administration / Assistance

FAA Grant Pre-Application. The Engineer shall prepare and submit the FAA grant Pre-Application for Federal Assistance for the project.

Prepare and Submit FAA Grant Application. The Engineer shall prepare and submit the FAA grant Application for Federal Assistance and State Funding Application for the project.

FAA Grant Coordination/Reimbursement Processing. The Engineer shall prepare and coordinate the appropriate documentation required for the Owner to receive reimbursement for project eligible costs through the Owner’s FAA and State grant.

FAA Quarterly Reports. The Engineer shall prepare and submit the FAA quarterly grant reports. This project is anticipated to have a 12-month duration. A total of four (4) FAA quarterly grant reports are anticipated for the AIP design grant.

FAA Grant Closeout. The FAA grant closeout tasks are included in a subsequent portion of this Detailed Scope of Services for the AIP design grant.

Subconsultant Coordination

The Engineer anticipates one (1) subconsultant to assist with different elements of this project.

- Preliminary Soils Investigation/Material Testing – American Engineering Testing (AET)
- Survey – N/A (Not using subconsultant surveying staff, using own surveying staff)
- Archaeological/TCS – N/A (Not needed, a Tribal Monitor is not required on this project)
- Electrical Engineering – N/A (Not planned, using own staff, as needed, for this project)

Prepare and Coordinate Subconsultant Agreements. The Engineer shall prepare the appropriate contract documents and the execution of subconsultant agreements to support the agreed Detailed Scope of Services and the Engineer’s Agreement with the Owner.

Subconsultant Coordination. The Engineer shall coordinate the applicable subconsultant tasks to support the agreed Detailed Scope of Services and the Engineer’s Agreement with the Owner.

- Preliminary Soils Investigation/Material Testing
 - It is anticipated that the Project Manager shall coordinate testing activities with a material testing firm during design activities. This coordination is anticipated to be four (4) hours for this project.

Project Pre-Design

Pre-Design Meeting. Upon execution of the Agreement, the Engineer shall coordinate for a pre-design meeting to be held via teleconference with the Owner, engineering design team, subconsultants and other stakeholders to define the project requirements and schedule. It is estimated that up to 4 hours will be needed for meeting preparation, meeting attendance via teleconference, and meeting minutes. It is anticipated that the following design staff members shall attend the pre-design meeting:

- Client Manager
- Project Manager
- Design Engineer

Site Visit, Investigations, and Data Collection. The Engineer shall investigate existing conditions through site visits and as-built drawings supplied by the Owner, to determine scope of work and effects on design construction. The Engineer shall compile existing data, including existing and proposed utility data, required to develop the project current conditions and to form the basis for design. It is assumed that the Engineer shall not perform any subsurface investigations to verify the locations of underground utilities. The utility investigation shall be based on as-built documentation provided by the Owner, plus topographic survey information of surface features gathered by the Engineer. The Engineer shall advise the Owner as to the necessity of obtaining additional information related to the site, necessary for purposes of design.

Coordinate Preliminary Soils Investigation. Solicitation and coordination of soils borings is included in the Detailed Scope of Services.

Preliminary Survey and Base Map Preparation. The Engineer shall conduct additional topographic ground survey of the project area. It is anticipated that 24 hours of topographic survey by a professional land surveyor will be required to pick up necessary topographic information for this project. The base map will then be updated to reflect the additional topographic information collected.

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

Apron Use Plan. The Engineer shall develop an Apron Use Plan for describing the usage and proper eligibility. The Apron Use Plan will include layout options to determine the proper limits for the full scope of design.

Develop and Submit Environmental Checklist. Prepare a Categorical Exclusion (CATEX) using the FAA ARP SOP 5.1 Appendix A-Documented CATEX form according to FAA Order 1050.1F and the criteria contained in FAA Order 5050.4B. Modification or additions to FAA Order 1050.1F and FAA Order 5050.4B or any new environmental laws or regulations that significantly change the services to be performed, as defined below, shall be handled per Item 4 and 5 of the Agreement. The general objective of this study is to provide documented information necessary for the Federal Aviation Administration (FAA) to determine the proposed action shall not individually or cumulatively have a significant effect on the human environment and for which neither an environmental assessment or environmental impact statement is required. The Engineer is responsible for providing concise environmental documentation that is acceptable to the FAA, State, and the Owner. The CATEX shall be sufficient to ensure compliance with the National Environmental Policy Act (NEPA). The proposed Detailed Scope of Services for the preparation of the CATEX is as follows:

A. Agency Coordination

The Engineer shall coordinate with a select group of federal, state, and local agencies (maximum of three) to ensure compliance with federal, state, and local laws and regulations. The Engineer shall not obtain any permits as part of the work.

B. Environmental Documentation

The Engineer shall prepare a CATEX FORM (FAA ARP SOP 5.1 Appendix A) for submittal to the FAA.

Analysis of FAA Standards. The Engineer shall review the current applicable FAA standards and prepare a list of deficiencies to be addressed by the project design.

Complete Pavement Design/Life Cycle Cost Analysis. The Engineer shall prepare the preliminary pavement design in conformance with FAA Advisory Circular (AC) 150/5300-13B, Airport Design and FAA AC 150/5320-6G Airport Pavement Design and Evaluation. Local material suppliers, sources and Contractors shall be contacted regarding any local areas of material concerns. The Engineer shall complete preliminary pavement design section alternatives for the proposed section to include an initial cost analysis, life-cycle cost analysis, and analysis of locally available resources for each alternative. A recommendation of preferred pavement section shall be included.

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

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

~~**Update Airport Layout Plan (ALP) Drawings.**~~ It is anticipated an update to Airport Layout Plan (ALP) Drawings will not be required for this project. No effort has been included in this Detailed Scope of Services for this task.

~~**Develop DBE Plan.**~~ Completed as part of a prior agreement and not included in this Detailed Scope of Services. The Engineer has previously completed for the Owner a three-year Disadvantaged Business Enterprise (DBE) Plan for FAA FY-2023-2025. Not included in this Detailed Scope of Services.

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

Preliminary Plans and Specifications

Complete Pavement Design. The Engineer shall complete the final pavement design once FAA comments have been received and addressed.

Develop Project Geometrics. The Engineer shall develop the preliminary horizontal and vertical geometry evaluations for the airfield improvements. The evaluation shall consider applicable airfield critical areas and aircraft movement operations. The evaluation shall consider all known future airfield improvement projects.

Prepare Subsurface Drainage Design. The Engineer shall evaluate subsurface drainage options and incorporate them into the design as applicable.

Develop Site Grading Plan. The Engineer shall develop the site grading plan and evaluate borrow or waste source locations as applicable.

Prepare Storm Drainage Design. The Engineer shall review existing drainage studies developed for the Airport and surrounding area to evaluate existing drainage patterns and systems. The Engineer shall conduct required analysis for the design of drainage improvements associated with the project in accordance with FAA AC 150/5320-5D, Airport Drainage Design and applicable local drainage design requirements.

Prepare Erosion Control Plan. The Engineer shall prepare an erosion control plan for the proposed construction. The Engineer shall investigate the requirements and include applicable local permitting requirements.

~~**Prepare Airfield Lighting and Signage Design.**~~ It is anticipated that airfield lighting and signage design for this portion of apron will not be required for this project. No effort has been included in this agreement for this task.

Prepare Lighting (Area) Plan. The Engineer shall evaluate the existing lighting infrastructure and evaluate the need for relocated and additional mast lighting. The Engineer shall use applicable FAA and local standards for this evaluation. The Engineer shall design all necessary improvements, including light mast fixtures, poles and foundations, conduit, cable, service rack, and all other incidentals required for completion of the work.

Prepare Utility Plan. The Engineer shall evaluate existing utility information and identify utilities which require relocation or lowering because of the proposed project. Utility ownership identification and coordination with utility owners shall be completed to discuss project specific details.

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

- Cover Sheet
- Sheet Index
- Project Work Description and Basis of Estimate
- Construction Safety and Phasing Plan
- Construction Safety and Phasing Plan Details and Notes
- Traffic Control Details
- Erosion Control Plan and Details
- Existing Utility Plan
- General Project and Construction Notes
- Demolition Plan and Notes
- Typical Pavement Sections
- Concrete Joint Details
- Concrete Joint Layout Plan
- Concrete Joint Grading Plan
- Grading and Drainage Plan
- Storm Sewer Layouts and Details
- Underdrain Layouts and Details
- Paving Layouts and Details
- Pavement Marking Plan - Permanent
- Pavement Marking Details - Permanent
- Electrical Demolition Plan
- Electrical Temporary Lighting Plan
- Electrical Lighting Plan
- Electrical Details
- Electrical Notes

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

- Advertisement for Bids
- Instruction to Bidders
- Bid Proposal
- DBE Guidance and Forms
- Buy American Guidance
- Agreement between Owner and Contractor
- Federal Contract Provisions
- Construction Contract Notification
- Safety Plan Compliance Document
- Bid Protest Procedures
- Prompt Payment Forms
- Wage Rate Determinations
- Final Review and Acceptance Document
- Environmental Permitting Documents
- FAA General Provisions
- Local and State Special Provisions

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

Prepare Modification to Standards Request. Based on the preliminary design, the Engineer shall prepare the necessary documentation for the applicable Modification to Standards to be submitted to the FAA for approval.

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

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

Update Signage and Marking Plan. It is anticipated that a signage and marking plan will not be required for this project. No effort has been included in this agreement for this task.

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

Preliminary Design Review Meeting with Owner. The Engineer shall conduct a preliminary design review with the Owner to obtain comments on the preliminary design. The Engineer shall attempt to include appropriate Federal and State agency representatives either in person or by teleconference. The Engineer shall schedule an inspection of the project site with the Owner to review elements of the design. It is estimated that up to 6 hours will be needed for meeting preparation, meeting attendance at the airport, and meeting minutes per staff member. It is anticipated the following staff members shall attend the preliminary design review meeting:

- Project Manager
- Design Engineer

Periodic Owner Meetings. It is anticipated that the Engineer shall attend one (1) miscellaneous meeting to coordinate preliminary design activities and issues with the Owner. It is estimated that up to 3 hours will be needed for meeting preparation, meeting attendance via teleconference, and meeting minutes per staff member. It is anticipated the following staff members shall attend the periodic Owner meetings:

- Project Manager
- Design Engineer

Periodic Agency Meetings. It is anticipated that the Engineer shall attend three (3) periodic agency meetings to coordinate preliminary design activities and issues with the FAA and State. It is estimated that up to 2 hours will be needed for meeting preparation, meeting attendance via teleconference, and meeting minutes per staff member. It is anticipated the following staff members shall attend the periodic agency meetings:

- Project Manager (via teleconference)

Final Plans and Specifications

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

Prepare Final Plans. The Engineer shall complete the development of the drawings for final review, which is intended to be a complete set, pending final review and approval by the Owner. The plan set to include the following drawings:

- Cover Sheet
- Sheet Index

- Project Work Description and Basis of Estimate
- Construction Safety and Phasing Plan
- Construction Safety and Phasing Plan Details and Notes
- Traffic Control Details
- Erosion Control Plan and Details
- Existing Utility Plan
- General Project and Construction Notes
- Demolition Plan and Notes
- Typical Pavement Sections
- Concrete Joint Details
- Concrete Joint Layout Plan
- Concrete Joint Grading Plan
- Grading and Drainage Plan
- Storm Sewer Layouts and Details
- Underdrain Layouts and Details
- Paving Layouts and Details
- Pavement Marking Plan - Permanent
- Pavement Marking Details - Permanent
- Electrical Demolition Plan
- Electrical Temporary Lighting Plan
- Electrical Lighting Plan
- Electrical Details
- Electrical Notes

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

Prepare Final Construction Safety and Phasing Plan. The Engineer shall finalize the Construction Safety Phasing Plan to include airside and landside traffic control plan and submit the plan to the FAA for review and approval.

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

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

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

FAA Plans and Specifications Review. The Engineer will submit and coordinate with the FAA ADO and State on a review of the final plans and specifications.

Final Design Review Meeting with Owner. The Engineer shall conduct a final design review at the final design stage with the Owner to obtain comments on the final design. The Engineer shall attempt to include appropriate Federal and State agency representatives either in person or by teleconference. The Engineer shall schedule an inspection of the project site with the Owner to review elements of the design. It is estimated that up to 6 hours will be needed for meeting preparation, meeting attendance at the airport, and meeting minutes per staff member. It is anticipated the following staff members shall attend the final design review meeting:

- Project Manager
- Design Engineer

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

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

Periodic Owner Meetings. It is anticipated that the Engineer shall attend one (1) miscellaneous meeting to coordinate final design activities and issues with the Owner. It is estimated that up to 3 hours will be needed for meeting preparation, meeting attendance via teleconference, and meeting minutes per staff member. It is anticipated the following staff members shall attend the periodic Owner meetings:

- Project Manager

Periodic Agency Meetings. It is anticipated that the Engineer shall attend three (3) periodic agency meetings to coordinate final design activities and issues with the FAA and State. It is estimated that up to 2 hours will be needed for meeting preparation, meeting attendance via teleconference, and meeting minutes per staff member. It is anticipated the following staff members shall attend the periodic agency meetings:

- Project Manager (via teleconference)

Bidding Services

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

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

~~**Attend Pre-Bid Conference and Site Visit.**~~ No effort has been included Detailed Scope of Services for this task.

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

Create and Maintain Plan Holders List. The Engineer shall maintain a plan holders list as plans and specifications are issued to Contractors.

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

Attend Bid Opening. The Engineer shall perform the bid opening at the City Hall. It is estimated that up to five (5) hours will be needed for bid opening preparation and bid opening attendance. It is anticipated the following staff members shall attend the bid opening:

- Project Manager

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

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

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

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

Construction Administration

Construction Administration shall be included in a future agreement. No effort has been included for this task in this Detailed Scope of Services.

Construction Observation

Construction Observation shall be included in a future agreement. No effort has been included for this task in this Detailed Scope of Services.

Aeronautical Survey Services

It is anticipated that Aeronautical Survey Services will not be required for this project. No effort has been included for this task in this Detailed Scope of Services.

FAA Project Closeout Report

Prepare Final Payment. Coordinate with SDDOT for the final grant payment and required acceptance forms for the AIP grant.

Prepare ALP Update. Preparation of an ALP Update has not been included in the Detailed Scope of Services.

Exhibit A Update. Preparation of an Exhibit A Update has not been included in the Detailed Scope of Services.

Prepare Closeout Report Document. The Engineer shall prepare a design only Closeout Report. Once FAA has approved the design Closeout Report, the Engineer shall provide one (1) copy to the Owner, FAA, and State.

Owner's Responsibilities

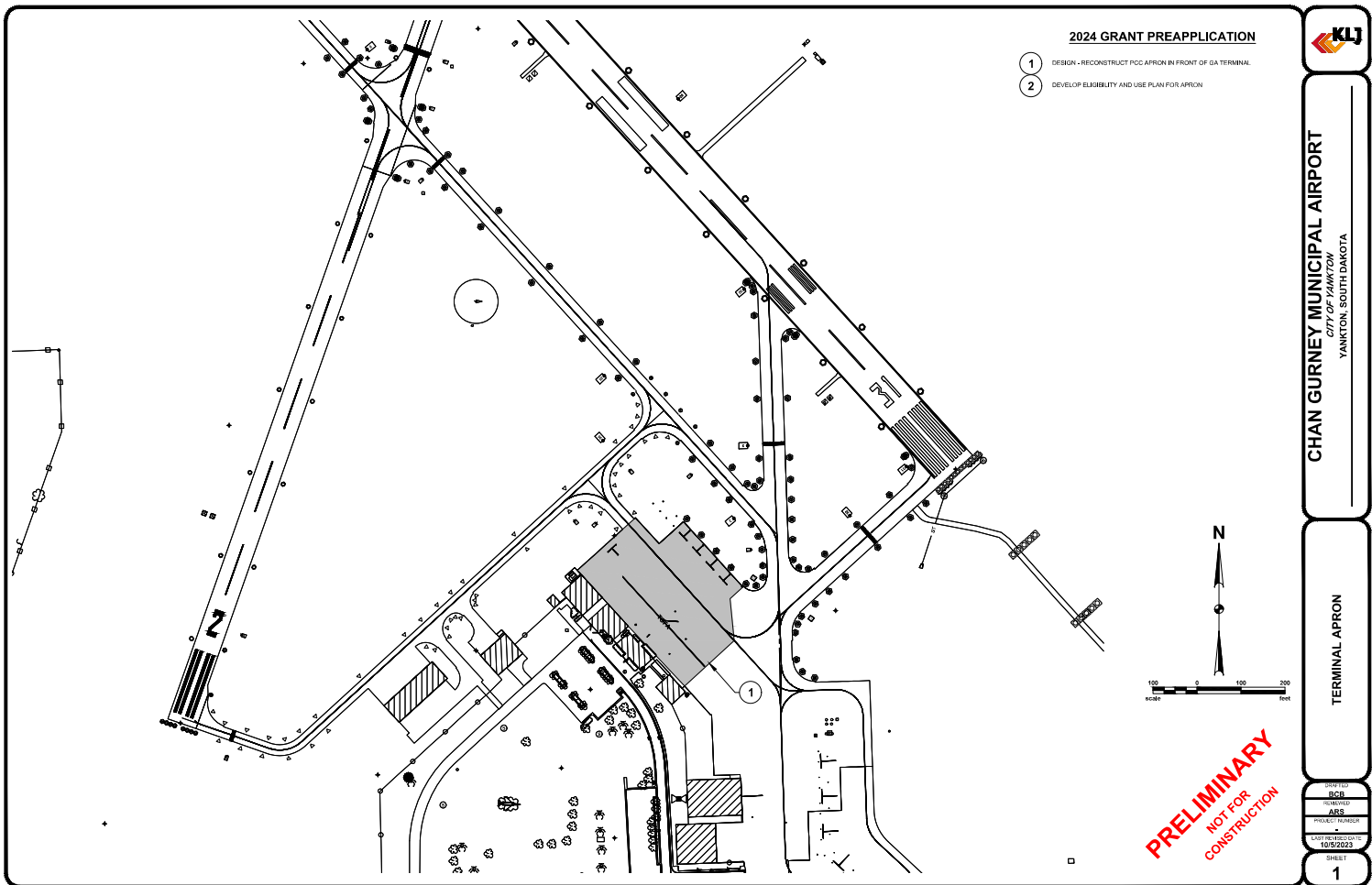
Project Representative. The Owner shall designate a Project Representative with authority to administer the Engineer's consultant contract. All requests for information or a decision by the Owner on any aspect of the work shall be directed to the Owner's Project Representative.

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

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

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

Disadvantaged Business Enterprise (DBE) Plan. The Owner has an approved DBE Plan and shall make determinations on accomplishments and participation.



D:\E_2023-12\05p-K\Projects\Airport\SD\Yankton_YNKC\Drawings\Final\2023-015-2023-APR_ReconstructApron_Design\01_Prelim\Kasler\01_YNKC\PreAppSheet-AP_1.dwg (pl_Law)

©KJLJ 2023



Apron Use Plan to provide layout alternatives and determine project limits for design.

Attachment B
Chan Gurney Municipal Airport
Yankton, SD
KLJ #2405-00195, BIL #3-46-0062-039-2024
Hourly Rate and Cost Breakdown



PHASE: Design and Bidding Services
PROJECT: Reconstruct Apron

KLJ Title	Project Manager	Associate Project Manager	Engineer in Training II	Engineer in Training I	Project Controls Specialist I	Project Assistant I	Contract Administrator	Environmental Specialist IV	Professional Land Surveyor	Engineer	Associate Planner	Task Direct Labor Cost
Project Administration												
Project Scoping Meeting with Owner												
Meeting Preparation		1										\$ 49.00
Participate in Meeting (via teleconference)	1	1	1									\$ 150.00
Prepare and File Meeting Minutes		1										\$ 49.00
Prepare Project Detailed Scope of Services and Schedule	0.5	4										\$ 228.00
Project Detailed Scope of Services Review												
Meeting Preparation		1										\$ 49.00
Participate in Meeting		1										\$ 49.00
Prepare and File Meeting Minutes		1										\$ 49.00
Engineering Detailed Scope of Services and Hour Negotiations	0.5	1										\$ 81.00
Agreement for Professional Services	0.5	4					1					\$ 262.00
Independent Fee Document Preparation												\$ -
Subtotal												\$ 966.00
Project Management												
Overall Project Management	4	24										\$ 1,432.00
Project Startup Meeting		1	1									\$ 86.00
Project Budget Setup		1			1							\$ 85.00
Monthly Budget Review		6			6	6						\$ 636.00
Monthly Invoicing		6				6						\$ 420.00
Periodic Internal Meetings		4	4									\$ 344.00
Develop Quality Control Plan		2										\$ 98.00
Monthly Status Reports		6				6						\$ 420.00
DBE Reporting												\$ -
Prepare SDDOT Audit Review Information						3						\$ 63.00
Subtotal												\$ 3,584.00
FAA Grant Administration / Assistance												
FAA Grant Pre-Application		2	1									\$ 135.00
Prepare and Submit FAA Grant Application		2	2									\$ 172.00
FAA Grant Coordination / Reimbursement Processing		2			2							\$ 170.00
FAA Quarterly Reports		4				4						\$ 280.00
FAA Grant Closeout (included in a subsequent portion)												\$ -
Subtotal												\$ 757.00
Subconsultant Coordination												
Prepare and Coordinate Subconsultant Agreements		3					1					\$ 181.00
Subconsultant Coordination												
Preliminary Soils Investigation/Material Testing		4										\$ 196.00
Survey												\$ -
Archaeological / TCS												\$ -
Electrical Engineering												\$ -
Subtotal												\$ 377.00
Project Pre-Design												
Pre-Design Meeting												
Meeting Preparation		1										\$ 49.00
Participate in Meeting (via teleconference)	2	2	2									\$ 300.00
Prepare and File Meeting Minutes		1										\$ 49.00
Site Visit, Investigations, and Data Collection		2	8									\$ 394.00
Preliminary Survey and Base Map Preparation				8				24				\$ 1,480.00
Develop Project Justification		4										\$ 196.00
Apron Use Plan										40		\$ 1,360.00
Develop and Submit Environmental Checklist		1						16				\$ 993.00
Analysis of FAA Standards		1	2	2								\$ 187.00
Complete Pavement Design		1	4	4								\$ 325.00
Engineering Design Report		1	4	10								\$ 517.00

Attachment B
Chan Gurney Municipal Airport
Yankton, SD
KLJ #2405-00195, BIL #3-46-0062-039-2024
Hourly Rate and Cost Breakdown



PHASE: Design and Bidding Services
PROJECT: Reconstruct Apron

KLJ Title	Project Manager	Associate Project Manager	Engineer in Training II	Engineer in Training I	Project Controls Specialist I	Project Assistant I	Contract Administrator	Environmental Specialist IV	Professional Land Surveyor	Engineer	Associate Planner	Task Direct Labor Cost
Prepare Preliminary Opinion of Cost and Update Airport Capital Improvement Plan (ACIP)		1	2									\$ 123.00
Update Airport Layout Plan (ALP) Drawings												\$ -
Develop DBE Plan												\$ -
Pre-Design Internal Document Review	2	2										\$ 226.00
Subtotal												\$ 6,199.00
Preliminary Plan and Specifications												
Complete Pavement Design		1	1	4								\$ 214.00
Develop Project Geometrics		1	1	2								\$ 150.00
Prepare Subsurface Drainage Design		1	1	4								\$ 214.00
Develop Site Grading Plan		1	2	8								\$ 379.00
Prepare Storm Drainage Design		1	1	4								\$ 214.00
Prepare Erosion Control Plan			1	4								\$ 165.00
Prepare Airfield Lighting and Signage Design												\$ -
Prepare Lighting (Area) Plan		1		2						4		\$ 313.00
Prepare Utility Plan		1		2								\$ 113.00
Preliminary Plan Sheets												\$ -
Cover Sheet				1								\$ 32.00
Sheet Index				1								\$ 32.00
Project Work Description and Basis of Estimate				2								\$ 64.00
Construction Safety and Phasing Plan		2	4	8								\$ 502.00
Construction Safety and Phasing Plan Details and Notes			1	2								\$ 101.00
Traffic Control Details				2								\$ 64.00
Erosion Control Plan and Details				2								\$ 64.00
Existing Utility Plan				2								\$ 64.00
General Project and Construction Notes			1	4								\$ 165.00
Demolition Plan and Notes				2								\$ 64.00
Typical Pavement Sections				2								\$ 64.00
Concrete Joint Details			1	2								\$ 101.00
Concrete Joint Layout Plan			1	4								\$ 165.00
Concrete Joint Grading Plan			1	4								\$ 165.00
Grading and Drainage Plan			2	8								\$ 330.00
Storm Sewer Layouts and Details			1	4								\$ 165.00
Underdrain Layouts and Details			1	3								\$ 133.00
Paving Layouts and Details			2	8								\$ 330.00
Pavement Marking Plan - Permanent				4								\$ 128.00
Pavement Marking Details - Permanent				2								\$ 64.00
Electrical Demolition Plan				2						1		\$ 114.00
Electrical Temporary Lighting Plan				2						1		\$ 114.00
Electrical Lighting Plan				4						8		\$ 528.00
Electrical Details				2						4		\$ 264.00
Electrical Notes				2						4		\$ 264.00
Prepare Preliminary Contract Documents		2				2						\$ 140.00
Prepare Technical Specifications		2		8								\$ 354.00
Prepare Modification to Standards Request		1										\$ 49.00
Prepare Preliminary Estimate of Construction Cost		1	1	4								\$ 214.00
Prepare Preliminary Construction Schedule				2								\$ 74.00
Update Signage and Marking Plan												\$ -
Preliminary Internal Plans and Specifications Review	2	4										\$ 324.00
Preliminary Design Review Meeting with Owner												\$ -
Meeting Preparation			1									\$ 49.00
Participate in Meeting (including travel)			4	4								\$ 344.00
Prepare and File Meeting Minutes			1									\$ 49.00
Periodic Owner Meetings												\$ -
Meeting Preparation			1									\$ 49.00
Participate in Meeting (via teleconference)			1	1								\$ 86.00
Prepare and File Meeting Minutes			1									\$ 49.00
Periodic Agency Meetings												\$ -
Meeting Preparation		1.5										\$ 73.50
Participate in Meeting (via teleconference)		3										\$ 147.00
Prepare and File Meeting Minutes		1.5										\$ 73.50
Subtotal												\$ 7,918.00

Attachment B
Chan Gurney Municipal Airport
Yankton, SD
KLJ #2405-00195, BIL #3-46-0062-039-2024
Hourly Rate and Cost Breakdown



PHASE: Design and Bidding Services
PROJECT: Reconstruct Apron

KLJ Title	Project Manager	Associate Project Manager	Engineer in Training II	Engineer in Training I	Project Controls Specialist I	Project Assistant I	Contract Administrator	Environmental Specialist IV	Professional Land Surveyor	Engineer	Associate Planner	Task Direct Labor Cost
Final Plans and Specifications												
Prepare Engineer's Responses to Review Comments		2										\$ 98.00
Prepare Final Plans												
Cover Sheet				0.5								\$ 16.00
Sheet Index				0.5								\$ 16.00
Project Work Description and Basis of Estimate				1								\$ 32.00
Construction Safety and Phasing Plan		1	1	4								\$ 214.00
Construction Safety and Phasing Plan Details and Notes			1	1								\$ 69.00
Traffic Control Details				1								\$ 32.00
Erosion Control Plan and Details				1								\$ 32.00
Existing Utility Plan				1								\$ 32.00
General Project and Construction Notes				1								\$ 32.00
Demolition Plan and Notes				1								\$ 32.00
Typical Pavement Sections				1								\$ 32.00
Concrete Joint Details				2								\$ 64.00
Concrete Joint Layout Plan			0.5	2								\$ 82.50
Concrete Joint Grading Plan			0.5	2								\$ 82.50
Grading and Drainage Plan			1	2								\$ 101.00
Storm Sewer Layouts and Details				2								\$ 64.00
Underdrain Layouts and Details				1								\$ 32.00
Paving Layouts and Details			1	2								\$ 101.00
Pavement Marking Plan - Permanent				1								\$ 32.00
Pavement Marking Details - Permanent				1								\$ 32.00
Electrical Demolition Plan				1						1		\$ 82.00
Electrical Temporary Lighting Plan				1						1		\$ 82.00
Electrical Lighting Plan				2						4		\$ 264.00
Electrical Details				1						2		\$ 132.00
Electrical Notes				1						2		\$ 132.00
Prepare Final Contract Documents / Technical Specifications		4		4								\$ 324.00
Prepare Final Construction Safety and Phasing Plan		1		1								\$ 81.00
Update Final Quantities and Construction Cost Estimate		1		1								\$ 81.00
Prepare Engineering Design Report Supplement		1		1								\$ 81.00
Update Construction Schedule		1	1									\$ 86.00
FAA Plans and Specifications Review		2										\$ 98.00
Final Design Review Meeting with Owner												
Meeting Preparation			1									\$ 49.00
Participate in Meeting (including travel)			4	4								\$ 344.00
Prepare and File Meeting Minutes			1									\$ 49.00
Final Internal Plans and Specifications Review		4	4							4		\$ 652.00
Final Plans and Specifications Revisions			1	2	2							\$ 187.00
Periodic Owner Meetings												
Meeting Preparation			1									\$ 49.00
Participate in Meeting (via teleconference)			1	1								\$ 86.00
Prepare and File Meeting Minutes			1									\$ 49.00
Periodic Agency Meetings												
Meeting Preparation			1.5									\$ 73.50
Participate in Meeting (including travel)			3									\$ 147.00
Prepare and File Meeting Minutes			1.5									\$ 73.50
Subtotal												\$ 4,430.00

Attachment B
Chan Gurney Municipal Airport
Yankton, SD
KLJ #2405-00195, BIL #3-46-0062-039-2024
Hourly Rate and Cost Breakdown



PHASE: Design and Bidding Services
PROJECT: Reconstruct Apron

KLJ Title	Project Manager	Associate Project Manager	Engineer in Training II	Engineer in Training I	Project Controls Specialist I	Project Assistant I	Contract Administrator	Environmental Specialist IV	Professional Land Surveyor	Engineer	Associate Planner	Task Direct Labor Cost
Bidding Services												
Print and Distribute Plans and Specifications		1				6						\$ 175.00
Bid Invitations and Advertisement		1				1						\$ 70.00
Attend Pre-Bid Conference and Site Visit												
Conference Preparation												\$ -
Participate in Conference (including travel)												\$ -
Document and Respond to Contractor Questions	0.5	4										\$ 228.00
Create and Maintain Plan Holder's List						2						\$ 42.00
Issue Addenda		2	3									\$ 209.00
Attend Bid Opening												
Bid Opening Preparation		1				1						\$ 70.00
Participate in Bid Opening (including travel)		4										\$ 196.00
Prepare Bid Tabulation		1			2							\$ 121.00
Bidder Contractual Requirements Review												
Buy American Review					1							\$ 36.00
DBE Review					1							\$ 36.00
Bid Deficiencies Evaluation					1							\$ 36.00
Prepare Recommendations of Award		1			1							\$ 85.00
Prepare Award and Construction Contract Documents		2			2							\$ 170.00
Subtotal												\$ 1,474.00
Total Hours	17	183	77	188	17	37	2	16	24	36	40	0
Hourly Rate	\$64.00	\$49.00	\$37.00	\$32.00	\$36.00	\$21.00	\$34.00	\$59.00	\$51.00	\$50.00	\$34.00	\$0.00

Direct Labor Total	\$ 25,705.00
Indirect Labor Total (1.9637 Overhead Rate)	\$ 50,476.91
Direct and Indirect Labor Total	\$ 76,181.91
Fixed Fee (14%)	\$ 10,665.47
Cost of Facilities (0.66%)	\$ 169.65
Subtotal	\$ 87,017.03

Expenses					
Air Charter	n/a	per trip @		trips	
Per Diem	\$ 150.00	per day @		days	
Vehicle Usage	\$ 20.00	per day @		days	
Materials and Supplies					
Subconsultants	American Engineering Testing, Inc.				\$ 9,760.00
Other Expenses					

Expenses Total \$ 9,760.00

Design and Bidding Services Total Cost \$ 96,777.03

Attachment B
Chan Gurney Municipal Airport
Yankton, SD
KLJ #2405-00195, BIL #3-46-0062-039-2024
Hourly Rate and Cost Breakdown



PHASE: **FAA Project Closeout Report**
PROJECT: Reconstruct Apron and Taxiway

KLJ Title	Project Manager	Associate Project Manager	Engineer in Training II	Engineer in Training I	Project Controls Specialist I	Project Assistant I						Task Direct Labor Cost
FAA Project Closeout Report												
Prepare Final Payment		2				2						\$ 140.00
Prepare ALP Update												\$ -
Exhibit A Update												\$ -
Prepare Closeout Report Document	1	4		12	2	4						\$ 800.00
												\$ -
												\$ -
												\$ -
Subtotal												\$ 940.00
Total Hours	1	6	0	12	2	6	0	0	0	0	0	
Hourly Rate	\$64.00	\$49.00	\$37.00	\$32.00	\$36.00	\$21.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	

Direct Labor Total	\$	940.00
Indirect Labor Total (1.9637 Overhead Rate)	\$	1,845.88
Direct and Indirect Labor Total	\$	2,785.88
Fixed Fee (14%)	\$	390.02
Cost of Facilities (0.66%)	\$	6.20

Subtotal \$ 3,182.10

Expenses				
Air Charter	n/a	per trip @		trips
Per Diem	\$ 150.00	per day @		days
Materials and Supplies				
Other Expenses				

Expenses Total \$ -

FAA Project Closeout Report Total Cost \$ 3,182.10

Total Cost - Preliminary, Design and Bidding Services, and FAA Project Closeout Report \$ 99,959.13

Federal Contract Provisions

A1 ACCESS TO RECORDS AND REPORTS

2 CFR § 200.334

2 CFR § 200.337

FAA Order 5100.38

ACCESS TO RECORDS AND REPORTS

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

A2 CIVIL RIGHTS - GENERAL

49 USC § 47123

GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

A3 CIVIL RIGHTS – TITLE VI ASSURANCE

49 USC § 47123

FAA Order 1400.11

COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS:

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

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

TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

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

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable

steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];

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

A4 DEBARMENT AND SUSPENSION

2 CFR Part 180 (Subpart B)

2 CFR Part 200, Appendix II(H)

2 CFR Part 1200

DOT Order 4200.5

Executive Orders 12549 and 12689

CERTIFICATION OF CONSULTANT REGARDING DEBARMENT

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

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

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

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

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

A5 DISTRACTED DRIVING

Executive Order 13513

DOT Order 3902.10

TEXTING WHEN DRIVING

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

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

A6 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

2 CFR § 200, Appendix II(K)

2 CFR § 200.216

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Consultant and sub-consultant agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

A7 EQUAL EMPLOYEMENT OPPORTUNITY (EEO)

2 CFR 200, Appendix II(C)

41 CFR § 60-1.4

41 CFR § 60-4.3

Executive Order 11246

EQUAL OPPORTUNITY CLAUSE

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

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

other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

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

(8) The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing

such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

1. As used in these specifications:
 - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
 - c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
 - d. "Minority" includes:
 - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);
 - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under

the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to

community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

- c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other

contractors and subcontractors with whom the Contractor does or anticipates doing business.

- i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
 - j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's work force.
 - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.
 - l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on

the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.
11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and

retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

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

A8 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

29 USC § 201, et seq

2 CFR § 200.430

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

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

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

A9 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

29 CFR Part 1910

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

A10 TAX DELINQUENCY AND FELONY CONVICTIONS

Section 8113 of the Consolidated Appropriations Act, 2022 (Public Law 117-103) and similar provisions in subsequent appropriations acts.

CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

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

Certifications

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

Note

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

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

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

A11 TRADE RESTRICTION CERTIFICATION

49 USC § 50104

49 CFR Part 30

TRADE RESTRICTION CERTIFICATION

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

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

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

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

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

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

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

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

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

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

A12 VETERAN'S PREFERENCE

49 USC § 47112(c)

VETERAN'S PREFERENCE

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

A13 DOMESTIC PREFERENCES FOR PROCUREMENTS

2 CFR § 200.322

2 CFR Part 200, Appendix II(L)

CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

Memorandum #24-84


To: Amy Leon, City Manager
From: Adam Haberman, PE, Public Works Director
Subject: Bid Award for the Gehl Drive & Sanitary Trunk Sewer Project
Date: April 2, 2024

Stockwell Engineers, Inc. prepared the design and specifications for the Gehl Drive & Sanitary Trunk Sewer Project (Tax Incremental District (TID) #11). The project includes completing the construction of Gehl Drive, between Ferdig Ave. and Whiting Drive, with new sanitary sewer, storm sewer, water main, and roadway infrastructure. Advertisement for bids began March 1, 2024. Six bids for the project were received and opened on March 28, 2024.

Attached is a recommendation of award from Stockwell Engineers, Inc. which outlines their review of the bids received. It is Stockwell’s recommendation to award the project to the low bidder, SiteWorks, Inc., of Sioux Falls, SD, in the amount of \$3,173,724.84. Stockwell has indicated in their recommendation of award that their office is familiar with the company and are unaware of any suspensions or debarments that would preclude their recommendation to award. Stockwell also considers the company to be a responsible contractor. Stockwell did confirm with the contractor that the low bid price includes the necessary costs to dewater the project site based on the information provided in the plans and specifications.

The low bidder meets the specifications and is \$926,275.16 lower than the engineer’s estimate of \$4,100,000.00 for the project. Therefore, based on Stockwell’s recommendation of award and review of the bids received, it is recommended that the bid be awarded to SiteWorks, Inc., of Sioux Falls, SD, in the amount of \$3,173,724.84.

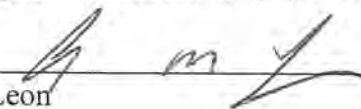
Respectfully submitted,


Adam Haberman, PE
Public Works Director

Recommendation: It is recommended that the City Commission award the Gehl Drive & Sanitary Trunk Sewer contract to SiteWorks, Inc., of Sioux Falls, SD in the amount of \$3,173,724.84, and authorize the City Manager to execute the contract documents associated with the project outlined in Memorandum #24-84.

I concur with the recommendation.

I do not concur with the recommendation.


Amy Leon
City Manager

April 2, 2024

22220 | SEI No.
 Notice of Award | Encl
 Bid Tabulation | Encl

Mr. Adam Haberman
 City of Yankton
 416 Walnut Street
 Yankton, SD 57078

Re: Gehl Drive & Sanitary Trunk Sewer
 Yankton, SD 57078

Dear Mr. Haberman:

We have completed our review of bids received for the referenced project. The total bid amounts are as follows:

Bidders	Bid Security	Addendums	Total Gross Base Bid	Bid Item #36 Dewatering
SiteWorks, Inc. Sioux Falls, SD	X	X	\$3,173,724.84	\$2000.00
Metro Construction, Inc. Tea, SD	X	X	\$3,580,351.05	\$32,000.00
Alliance Construction, LLC Sioux Falls, SD	X	X	\$4,689,030.19	\$747,625.00
Hulstein Excavating, Inc. Edgerton, MN	X	X	\$4,715,985.05	\$561,000.00
First Rate Excavate, Inc. Sioux Falls, SD	X	X	\$5,178,000.00	\$810,000.00
H & W Contracting, LLC Sioux Falls, SD	X	X	\$5,318,234.52	\$808,950.00

Our estimate for the project was \$4,100,000. Minor discrepancies in our estimate were found uniformly across all items except for bid item #36, dewatering. In reviewing the bids, we noted item #36 varied significantly amongst the two lowest bids compared to the other four bids received. The range of value assigned to item #36 is summarized in the tabulation above.

Our office contacted the low bidder, SiteWorks, to review their bid and the specifications regarding dewatering. SiteWorks acknowledged their review and understanding of the soil boring data that was made available to bidders, in which ground water elevations and soil types were recorded throughout the site. They confirmed their bid includes the necessary costs to dewater the site from the elevations indicated in the soils report to the levels required by the project specifications. Understanding that the project site is susceptible to a fluctuating groundwater table and noting how the other bidders included more costs to dewater, we recommend the City reserve contingency funds in the event the ground water encountered during construction is higher than indicated in the soils report.

In regard to SiteWork's history, our office is familiar with the company and are unaware of any suspensions or debarments that would preclude our recommendation to award. We consider the company to be a responsible contractor.

When considering to award, the Commission should note It is not bound or obligated to award the contract and may reject all bids at its discretion. If the Commission chooses to award the project, then we recommend awarding to the low bidder, SiteWorks, Inc., in the amount specified above and execute the enclosed Notice of Award. Again, we



recommend contingency funds be reserved for additional dewatering in an amount comparable to the top four bidders.

Our recommendation of award is contingent upon the availability of funds and approval required by appropriate funding agencies. Please notify our office how the Commission chooses to proceed, and our office will prepare and deliver contracts appropriately. If there are questions, please contact our office at your earliest convenience.

Recommended Action Items

- Motion to award contract to low bidder
- Execute Notice of Award and return to Stockwell's office
- Reserve dewatering contingency funds for project

Respectfully submitted,

STOCKWELL ENGINEERS, INC.

A handwritten signature in blue ink that reads "Mitchell Mergen".

Mitchell Mergen, PE
Project Engineer

Memorandum #24-88

To: Amy Leon, City Manager
From: Dave Mingo, AICP Community and Economic Development Director
Subject: Transfer of Remnant Property
Date: April 2, 2024

There is a small piece of City-owned property that has been long used as a driving lane adjacent to the west / northwest corner of the current Clark's Rentals location at 800 E. 4th Street. The property line is so close to the building that vehicle access around the corner requires crossing over onto City land. This access has been used as a functional part of the site for decades.

In 2022 City staff approached Mr. Marlin LaCroix, then owner of Clark's Rentals and still the owner of the building and property, for a substantial temporary construction easement and temporary access easement for the City's Marne Creek Flood Hazard Mitigation Project (see attached easement map). We were under a time crunch to get easements signed and when Mr. LaCroix asked about the possibility of a remedy for the drive access as a part of him signing the easement, we asked him to wait so we wouldn't potentially further complicate the already very complicated situation we were working through with the Federal Emergency Management Agency. He graciously understood and agreed to wait.

We have closed out the creek project and Mr. LaCroix is in the process of selling his property at the location. Those two reasons mean that now is a good time to clean up the drive access situation. South Dakota Codified Law allows governments to transfer remnant parcels to adjoining property owners. It is staff's opinion that Mr. LaCroix's previous signing of the easements provided the City and creek project with a significant value that reduced the overall cost of the project for the City. The creek project would have cost significantly more to complete without the easement. It is also our opinion that value is greater than any measure of the estimated value of the approximate 1,200 square foot remnant parcel identified on the map. Buildable property in the area has transferred for \$10,000 per acre. Proportionally, that would put this remnant's value around \$300 if it were buildable (which it is not). Even with the cost of platting and recording, the cost of the city's obligation, if approved, would be less than \$1,600.

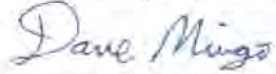
The transfer of the gravel drive access around the corner of the building to the adjoining property owner would also reduce any potential liability the City could have if an accident were to occur on the site.

If approved, the transfer 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.

_____ Roll Call (requires super majority for approval)

Per City ordinance, the transfer of property requires a two-thirds vote of the entire City Commission.

Respectfully submitted,



Dave Mingo, AICP
Community and Economic Development Director.

Recommendation: It is recommended that the City Commission consider Resolution #24-21 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 (requires super majority for approval)

RESOLUTION #24-21

WHEREAS, the City of Yankton owns property in Lot 20 of Railroad Subdivision that is not needed for the Marne Creek Flood Mitigation project or other purposes, and

WHEREAS, said property is generally described in the associated memorandum and depicted in the referenced aerial photograph, and

WHEREAS, South Dakota Codified Law allows the transfer of property to the local economic development corporation (Yankton Thrive), and

WHEREAS, the City has determined that the remnant parcel of property has minimal value as described in the memorandum and the eventual third-party owner provided the city with a valuable resource in the form of temporary construction and access easements, and

WHEREAS, the value of said easements meet or exceed the value of the described remnant, and

WHEREAS, the Yankton Board of City Commissioners desires to transfer the yet to be platted remnant to Yankton Thrive for transfer to the adjacent third-party owner thereby reducing potential liability and providing the adjacent owner with the driving lane they have historically used.

NOW, THEREFORE BE IT RESOLVED that the Board of City Commissioners of the City of Yankton, South Dakota, hereby agrees to transfer the to be platted remnant property as described in the associated memorandum, and

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

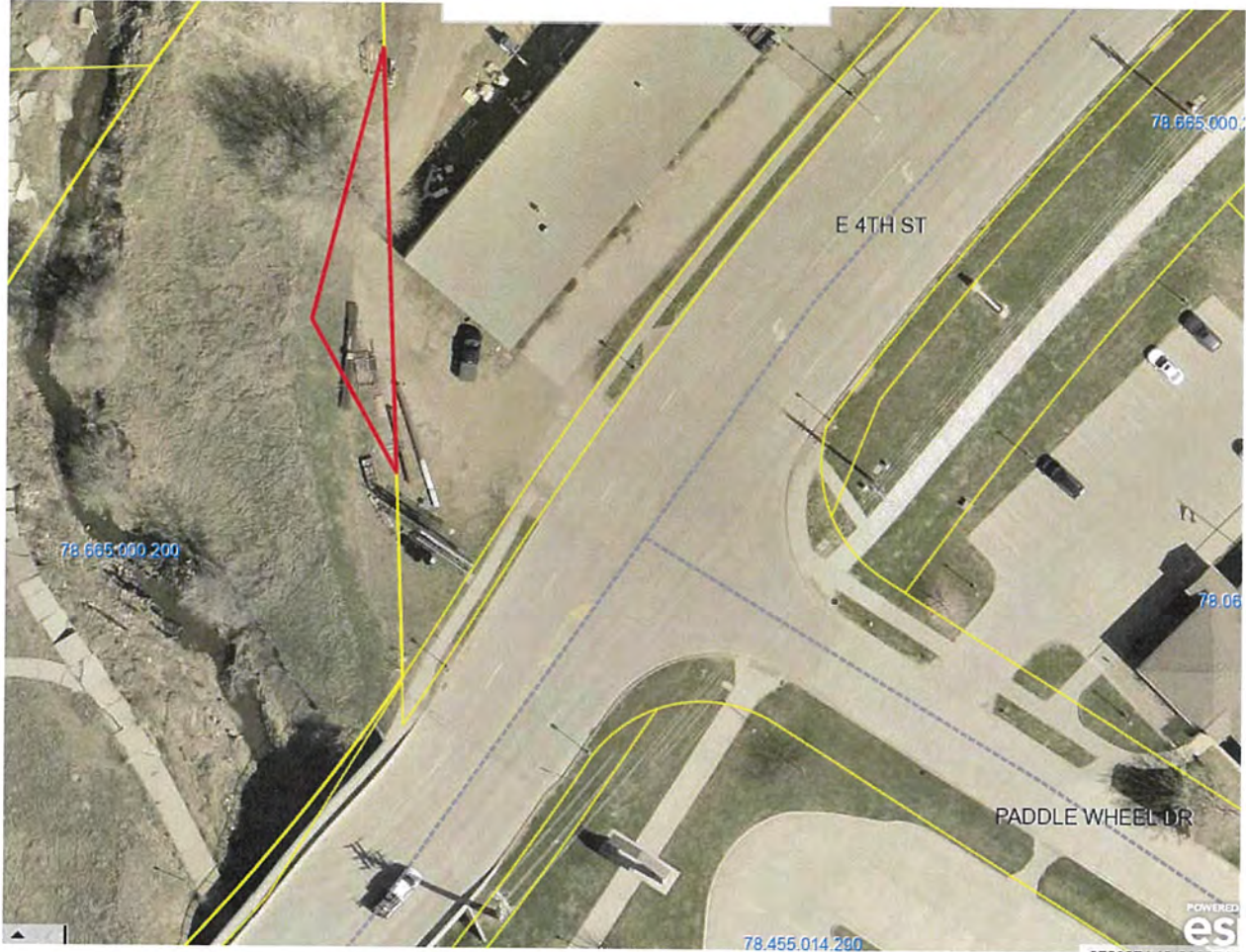
Adopted:

Stephanie Moser, Mayor

ATTEST:

Lisa Yardley, Finance Officer

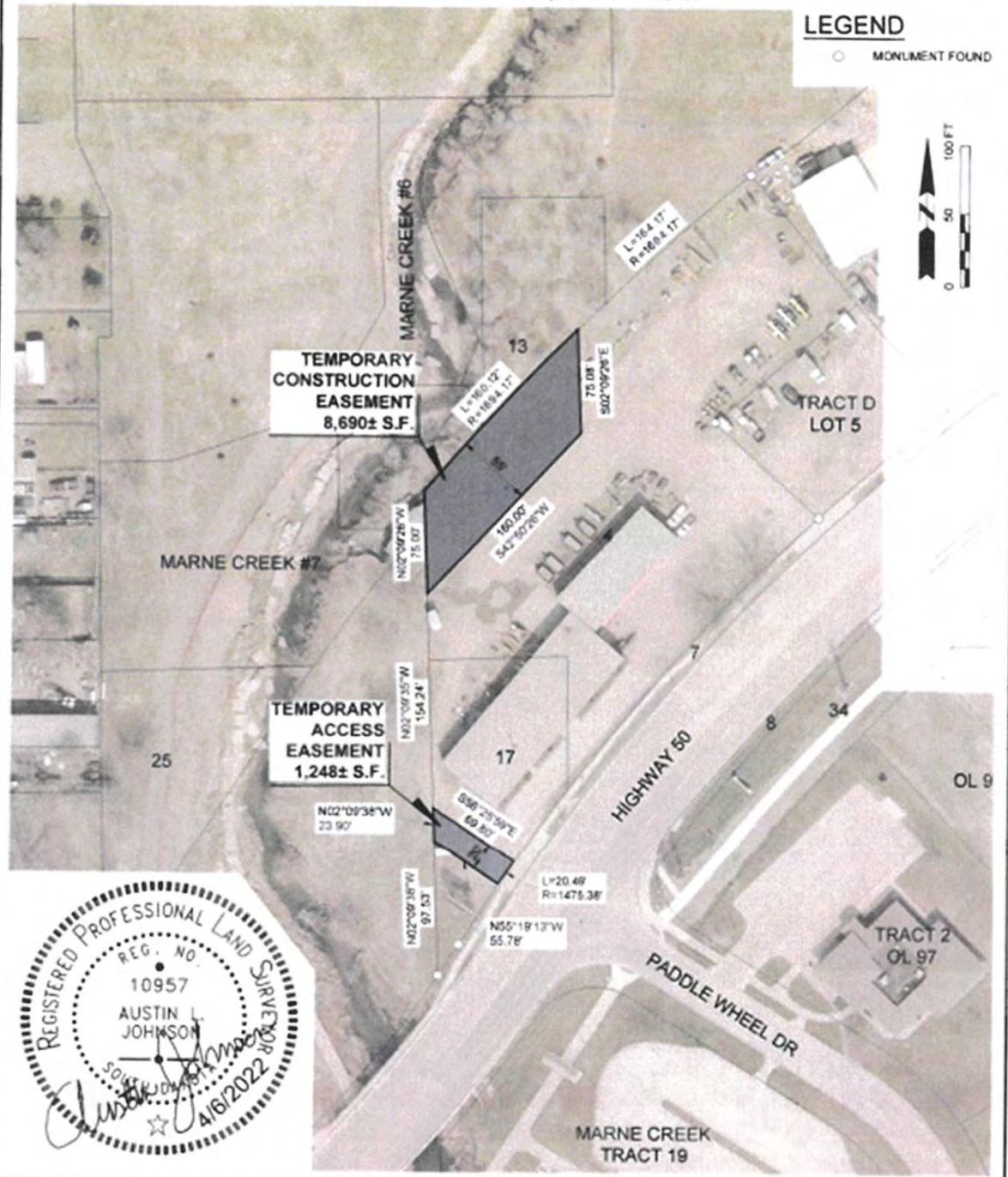
North



Proposed Remnant Transfer Area

EXHIBIT A

LOTS 4 AND 17 OF RAILROAD SUBDIVISION, AN ADDITION TO THE CITY OF
YANKTON, YANKTON COUNTY, SOUTH DAKOTA



REGISTERED PROFESSIONAL LAND SURVEYOR
REG. NO. 10957
AUSTIN L. JOHNSON
SOUTH DAKOTA
Austin L. Johnson
4/16/2022

BANNER
SURVEYING & CONSULTING
www.banner-surveying.com
Tel Fax: 1.855.323.8542

PROJECT / SHEET TITLE:
EASEMENT EXHIBIT
YANKTON, SOUTH DAKOTA

TECHNICIAN: A.J.
DESIGNER: A.J.
ENGR/ARCH: A.J.
JOB NO.: 23271-08
DATE: APRIL 2022
SHEET NO.:
1 OF 1

Memorandum #24-89

To: Amy Leon, City Manager
From: Dave Mingo, AICP Community and Economic Development Director
Subject: Proposed City Initiated Rezoning of Identified Pearl Street Property
Date: April 2, 2024

The proposed rezoning constitutes another step in the incremental land use changes in downtown Yankton. In accordance with the provisions set forth in the City's adopted Comprehensive Plan it is prudent to move forward with another rezoning of downtown area land from I-1 Industrial to B-3 Central Business. The legal description of the property is Lots 1-4, and part of Lot 5; and part of Lots 16-18 lying west of the RR, all in Block 49. Lower Yankton Addition to the City of Yankton.

The proposed new zoning classification, B-3 Central Business, is the same as what covers a majority of Yankton's downtown area. The B-3 designation allows for the development of downtown commercial and residential mixed-use occupancies. It does not permit any industrial types of uses.

Land uses adjacent to the area would be permitted to continue operations as they currently do. This action would not force any changes on nearby property owners even if they are not zoned the same. A long-term effort that includes voluntary land use conversion of private property in the area makes sense. As they currently exist, the older industrial uses create a separation, described as a "disconnect" in the Comprehensive Plan, between an improving downtown, riverfront and Auld Brokaw Trail corridor. The Comprehensive Plan clearly indicates that it would be in the community's best interest to work toward the conversion of zoning to promote compatible land uses in the area. This proposal represents one more step towards the goal of such a conversion of the entire area south of 4th Street.

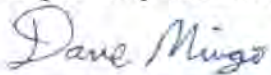
All property owners in the mapped area have voluntarily expressed a desire in the zoning change from I-1 Industrial to B-3 Central Business. If this action is approved, the rezoning would be required to go through the following process as described in South Dakota Codified Law.

HEARING SCHEDULE:

April 8, 2024	The City Commission initiates the rezoning.
May 13, 2024	The Planning Commission establishes June 10th, 2024 as the date for a public hearing.
June 10, 2024	The Planning Commission holds a public hearing to consider the issue. All appropriate notices would be published and mailed.
June 10, 2024	The City Commission establishes July 8th, 2024 as the date for a public hearing.

- July 8, 2024 The City Commission holds a public hearing to consider the issue. All appropriate notices will have been published and mailed. A super majority (6-3) vote of the City Commission cannot be protested out by the neighborhood. A simple majority (5-4) could be protested out.
- July 18, 2024 Estimated publication date of record of City Commission action.
- August 7, 2024 Estimated date that the City Commission action is effective.

Respectfully submitted,

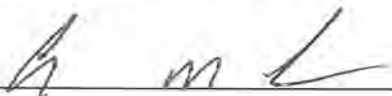


Dave Mingo, AICP
Community and Economic Development Director

Recommendation: It is recommended that Memorandum #24-89 is approved thereby initiating the process of considering a rezoning of Lots 1-4, and part of Lot 5; and part of Lots 16-18 lying west of the RR, all in Block 49. Lower Yankton Addition to the City of Yankton.

I concur with this recommendation.

I do not concur with this recommendation.



Amy Leon
City Manager

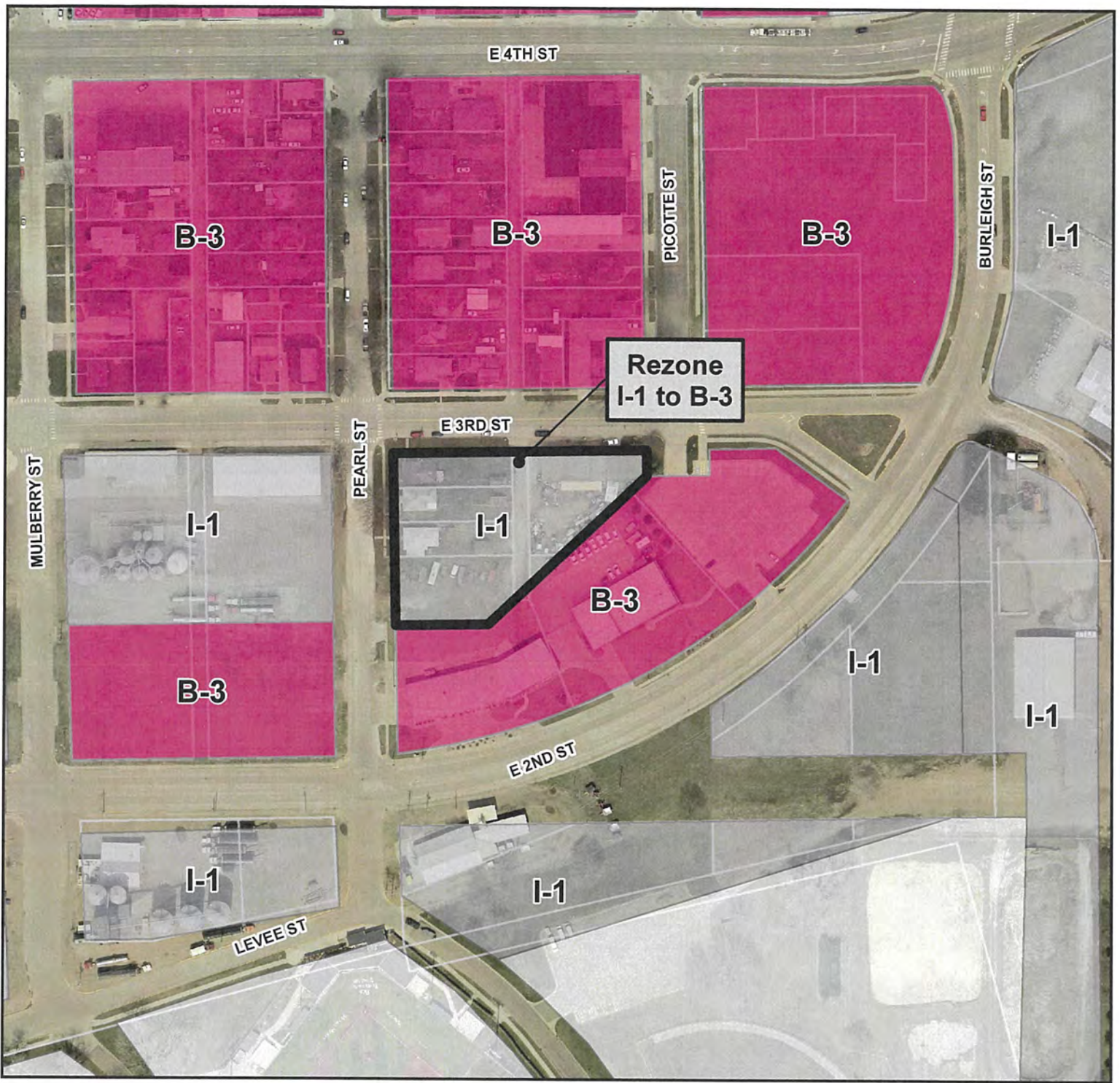


Exhibit A

City of Yankton

Rezone From I-1 Industrial to B-3 Central Business.
 Lots 1 – 4, and part of Lot 5; and part of Lots 16 - 18 lying west of the RR,
 all in Block 49. Lower Yankton Addition to the City of Yankton

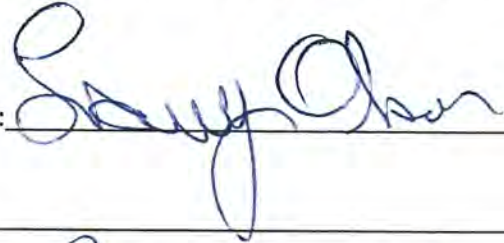
March 11, 2024

To the Yankton City Commission

We the undersigned agree to a voluntary rezoning from I-1 Industrial to B-3 Business for our properties located at:

212 Pearl Larry Olson

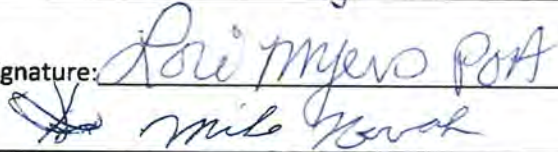
signature:



LT 3 BLK 49 LOWER YANKTON
LT 4 & PART OF LT 5 BLK 49 LOWER YANKTON

214 Pearl Michael Novak

signature:



LT 2 BLK 49 LOWER YANKTON

501 East 3rd St. Casey Merkwan

signature:



LT 1 BLK 49 LOWER YANKTON

505 East 3rd St. Larry Olson

signature:



PART OF LTS 16, 17 & 18 LYING W&N OF RR BLK 49 LOWER YANKTON

Submitted this 26th day of March, 2024

Enclosure: Proposed rezoning map

Memorandum #24-87

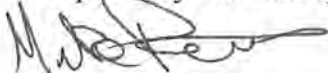
To: Amy Leon, City Manager
From: Mike Roinstad, Airport Supervisor
Subject: Grasshopper Out-front Mower for the City of Yankton, Chan Gurney Municipal Airport
Date: March 27, 2024

The adopted 2024 City of Yankton budget provides \$30,000 for an out-front mower for Chan Gurney Municipal Airport. A quote in the amount of \$30,500 was received from Koletzky Implement of Yankton, South Dakota for a new Grasshopper Model 725DT. Other capital purchases will be adjusted to cover the additional \$500 needed. The mower will be used for mowing around the buildings and runway lights at the airport. A snow thrower attachment which is included will allow for removing snow off the sidewalks and around buildings.

This mower will replace #724 John Deere ZTrak mower which will be sold at auction at a later date.

City Staff recommends the purchase of a Grasshopper mower for \$30,500 from Koletzky Implement of Yankton, South Dakota.

Respectfully submitted,

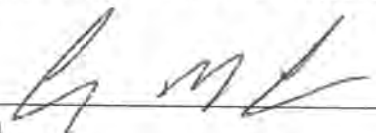


Mike Roinstad
Airport Supervisor

Recommendation: It is recommended that the City Commission approve Memorandum #24-87 for the purchase of a new Grasshopper mower for \$30,500 from Koletzky Implement of Yankton, South Dakota.

I concur with this recommendation.

I do not concur with this recommendation.



Amy Leon
City Manager

cc: Adam Haberman

____ Roll Call

**Introduction and Establishment of Date for a Hearing
Memorandum #24-85**

To: Amy Leon, City Manager
From: Lisa Yardley, Finance Officer
Subject: 2024 Assessment Roll—Nuisance Abatement
Date: April 1, 2024

For City staff to begin the special assessment process it is recommended that the City Commission, at their meeting on April 8, 2024, set a public hearing date on the special assessment roll for Monday, May 13, 2024.

The following schedule of events should be undertaken to complete the special assessment process:

April 1, 2024	Department of Community Development files special assessment roll with Finance Officer.
April 8, 2024	City Commission sets a public hearing for May 13, 2024.
April 26, 2024	Department of Finance sends notice of hearing to affected property owners.
April 26, 2024	Department of Finance publishes notice of hearing in Press & Dakotan.
May 13, 2024	City Commission holds a public hearing on the assessment roll and approves the resolution.
May 14, 2024	Finance Department sends notice to property owners giving the amount of assessment, installments, etc.
May 2024	Finance Department publishes resolution with May 13, 2024 Commission Minutes.
June 12, 2024	Final date property owners can pay the entire assessment without interest.

This timeline is set by SDCL [9-43-90](#). **Hearing on assessment roll--Notice.**

Upon the filing of the assessment roll with the finance officer, the governing body shall fix a time and place for hearing on the assessment roll. The finance officer shall publish a notice of the time and place of hearing in the official newspaper not less than ten nor more than twenty days before the date set for the hearing. The notice shall, in general terms, describe the improvement for which the special assessment is levied, the time and place of the hearing, and that the roll will be open for public inspection at the office of the finance officer and shall refer to the special assessment roll for further particulars.

In addition to the publication of the notice of hearing, the finance officer shall mail a copy of the notice, by first class or certified mail, addressed to the owner or owners of any property to be

assessed for the improvement at the address shown by the records of the director of equalization. The mailing may not be less than ten nor more than twenty days before the date set for the hearing.

The special assessment roll is attached. Bear in mind that this list may change if the property owner pays the Finance Office before the public hearing.

Recommendation: It is recommended that the Board of Commissioners set May 13, 2024 as the date for a public hearing for the special assessment roll.

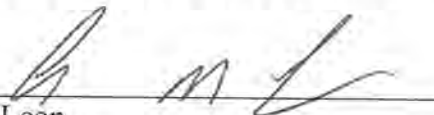
Respectfully submitted,



Lisa Yardley
Finance Officer

I concur with the recommendation.

I do not concur with the recommendation.



Amy Leon
City Manager

**2024 Special Assessment Roll
for
Nuisance Abatement
City of Yankton, South Dakota**

TO THE CITY FINANCE OFFICER OF THE CITY OF YANKTON

I, Brad Bies, Community Development Manager, herewith file with you, as provided by law, the Special Assessment Roll within the City of Yankton.

The description of the property so assessed, with the names of the owners, and the amount assessed to each lot, piece or parcel is shown as follows, to wit:

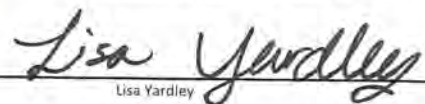
PROPERTY OWNER (Deed Holder)	PROPERTY OWNER MAILING ADDRESS	PROPERTY DESCRIPTION Legal Description	PROPERTY ADDRESS	ASSESSMENT AMOUNT	ABATEMENT CATEGORY
WYNIA HOLDING COMPANY LLC	604 South Hampton Street, Wausa, NE 68768	E3 LTS 10 & 11 BLK 22 WITHERSPOON'S ADDN	500 West 3rd Street	\$ 181.05	Sidewalk Snow Removal
Shawny Schiltz and Jerry Mueller	206 East 6th Street, Yankton, SD 57078	W3 OF LTS 10, 11 & 12 BLK 19 LOWER YANKTON	206 East 6th Street	\$ 127.80	Sidewalk Snow Removal
Currin Frost	32197 Ponderosa Dr., Burbank, SD 57010	LTS 18 & 19 BLK 1 TRIPP & HARRIS ADDN	1017 Douglas Avenue	\$ 234.30	Tree Trimming
Richard Chavis	1000 Pearl Street, Yankton, SD 57078	LT 6 BLK 57 LOWER YANKTON	1000 Pearl Street	\$ 154.43	Tree Trimming
Troy Shipps	600 East 11th Street, Yankton, SD 57078	LTS 7 & 8 BLK 10 TAYLOR & SARGENT'S ADDN	600 East 11th Street	\$ 154.43	Tree Trimming
Karmen Brockmueller	810 Locust Street, Yankton, SD 57078	LT 4 BLK 85 B C FOWLER'S ADDN	810 Locust Street	\$ 154.43	Tree Trimming
Mark & Karla Schlapkhol	701 Linn Street, Yankton, SD 57078	LT 10 BLK 70 CENTRAL YANKTON	701 Linn Street	\$ 154.43	Tree Trimming
Rodney Sherman	1206 Whiting Street, Yankton, SD 57078	LT 27 DAKOTA NATL S/D	1206 Whiting Street	\$ 100.89	Tree Trimming
Robert Williamson III	816 East 8th Street, Yankton, SD 57078	LT 14 BLK 7 PINE ACRES ADDN	816 East 8th Street	\$ 1,826.64	Abatement
David and Rose Goeden	1106 Jackson Street, Yankton, SD 57078	LTS 3 & 4 BLK 2 JTM PIERCE'S S/D BLK 9 WEST YANKTON	3013 Broadway Ave. #8 PMB 131	\$ 233.64	Nuisance Vegetation
Angie Nash Beaudette	814 Capital Street, Yankton, SD 57078	S44' & S17' N22' W103.7' LT 2 LESS TR 1 BLK 17 LOWER YANKTON	814 Capital Street	\$ 127.44	Nuisance Vegetation
Darleen Johnson c/o Stephani Johnson	1215 Whiting Street, Yankton, SD 57078	LT 34 & W4 LT 35 DAKOTA NATL S/D	1215 Whiting Street	\$ 966.42	Nuisance Vegetation and Tree Trimming
Ardis Gust	2111 WEST 11 ST #237, Yankton, SD 57078	LT 9 BLK 59 TODD'S ADDN	600 Broadway Avenue	\$ 233.64	Nuisance Vegetation
Brian Fox	715 Capital Street, Yankton, SD 57078	LT 16 BLK 7 LOWER YANKTON	715 Capital Street	\$ 233.64	Nuisance Vegetation
Philip Johnson	210 East 6th Street, Yankton, SD 57078	E2/3 LTS 10, 11, 12 & W58' S27' LT 13 BLK 19 LOWER YANKTON	210 East 6th Street	\$ 520.89	Sidewalk Snow Removal and Nuisance Vegetation
TOTAL ASSESSMENTS				\$ 5,404.07	

The assessments set forth in the assessment role will become due and payable in one (1) annual installment together with interest at a rate prescribed by the Board of City Commissioners, by resolution, per annum, in accordance with SDCL 9-43.

The above assessments may be paid without interest to the City Finance Officer on or before June 12, 2024, thereafter, the entire assessment may be paid with interest from the date of filing with the City Finance Officer at the rate established by resolution of the Board of City Commissioners.


 Brad Bies
 Community Development Manager

Filed in the office of the City Finance Officer on April 1, 2024.


 Lisa Yardley
 Finance Officer

Memorandum #24-90

To: Amy Leon, City Manager
From: Brad Bies, Community Development Manager
Subject: 2024 Sidewalk Cafe Permit Application-100 West 3rd Street d/b/a Walnut Tavern
Date: April 2, 2024

Attached is a Sidewalk Cafe Permit Application for 100 West 3rd Street doing business as Walnut Tavern. The application as submitted meets the minimum ordinance requirements. This is the same table and chair placement as their 2023 permit.

Sidewalk cafes are permitted in specifically identified areas of a B-3 Central Business District. Several considerations included in the approval of permits are:

- Outdoor food or beverage sales and dining may only occur on the sidewalks that are adjacent to the building or structure in which the business is located.
- A five-foot wide pedestrian zone must be maintained, not including the curb zone, the two-foot area nearest the curb. The pedestrian zone shall be kept easily navigable. Once approved, the location of the pedestrian zone cannot change without City Commission action in the form of an amendment to the existing permit, or as part of the annual renewal process.
- The City Commission may adjust the location of the requested pedestrian zone as a part of their action on the application.
- No food or beverage service devices can be attached to the sidewalk or other public areas without approval.
- All equipment must be moved indoors during non-business hours, unless the tables and chairs are secured in an approved manner or constructed of such material and placed so that they cannot be inadvertently moved or blown by the wind. Residential style plastic chairs and tables are not permitted.
- All garbage and cigarette refuse containers must be specifically manufactured for their intended use. The outdoor cafe area must be monitored and cleared of empty cans, bottles and other refuse during business hours and at closing time. Sidewalk areas shall be swept and cleaned as needed.

Respectfully Submitted,



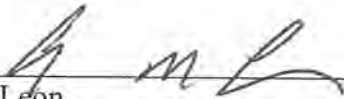
Brad Bies
Community Development Manager

Recommendation: It is recommended that the City Commission approve Memorandum #24-90 granting a Sidewalk Cafe Permit to 100 West 3rd Street doing business as Walnut Tavern.

Attachments

I concur with the recommendation.

I do not concur with the recommendation.



Amy Leon
City Manager

____ Roll Call

CITY OF YANKTON

Sidewalk Cafe Permit Application

Annual permit for calendar year: 2024

Permit No. _____

Permit Fee: \$25.00

Please note: the application must be reviewed and approved by the City Commission before sidewalk cafe activities may begin.

Legal Description <u>WALNUT TAVERN</u>		
Address <u>100 W 3rd YANKTON S.D. 5708</u>		
Owner	Mailing Address	Phone Number
<u>Gerald KOSTER</u>	<u>100 W 3rd YANKTON</u>	<u>605-665-2003</u>
Operator/Contact Person	Mailing Address	Phone Number
<u>Travis KOSTER</u>	<u>100 W 3rd YANKTON</u>	<u>605-760-4483</u>

Sidewalk cafe activities are only allowed in the **sidewalk cafe zone** as described in the City of Yankton's Sidewalk Cafe Ordinance.

Public Sidewalk Use Zones shall be defined as:

1. Curb zone: Two feet from the face of the curb toward the private property line.
2. Pedestrian zone: A five foot wide corridor on the sidewalk not including the curb zone.
3. Sidewalk cafe permit zone: Remaining area of the public sidewalk not included in the curb zone or pedestrian zone. Sidewalk cafes may be located in this zone.

Site Plan Requirement

Please note this permit application must be accompanied by a site plan to scale showing the above described use zones and proposed sidewalk cafe request. The plan should also indicate all items to be placed on the sidewalk: tables, chairs, decorations, serving equipment, etc...

Additional comments (Please describe the items to be placed on the sidewalk and the how they will be stored/secured)

Tables - chairs - Trash containers
Chairs linked to tables, to be removed during the winter months.

G. Koster 2-5-2024
 Signature of Owner or Authorized Agent (Date)

 City of Yankton Authorized Agent (Date)

I certify that I am aware of the terms and conditions of the Sidewalk Cafe Permit and I agree to comply with all requirements of the associated City of Yankton Sidewalk Cafe Ordinance. Any person who violates any of the provisions of this ordinance may have their permit revoked and is further subject to the penalties described in Section 1-8 in the Code of Ordinances for the City of Yankton, South Dakota.

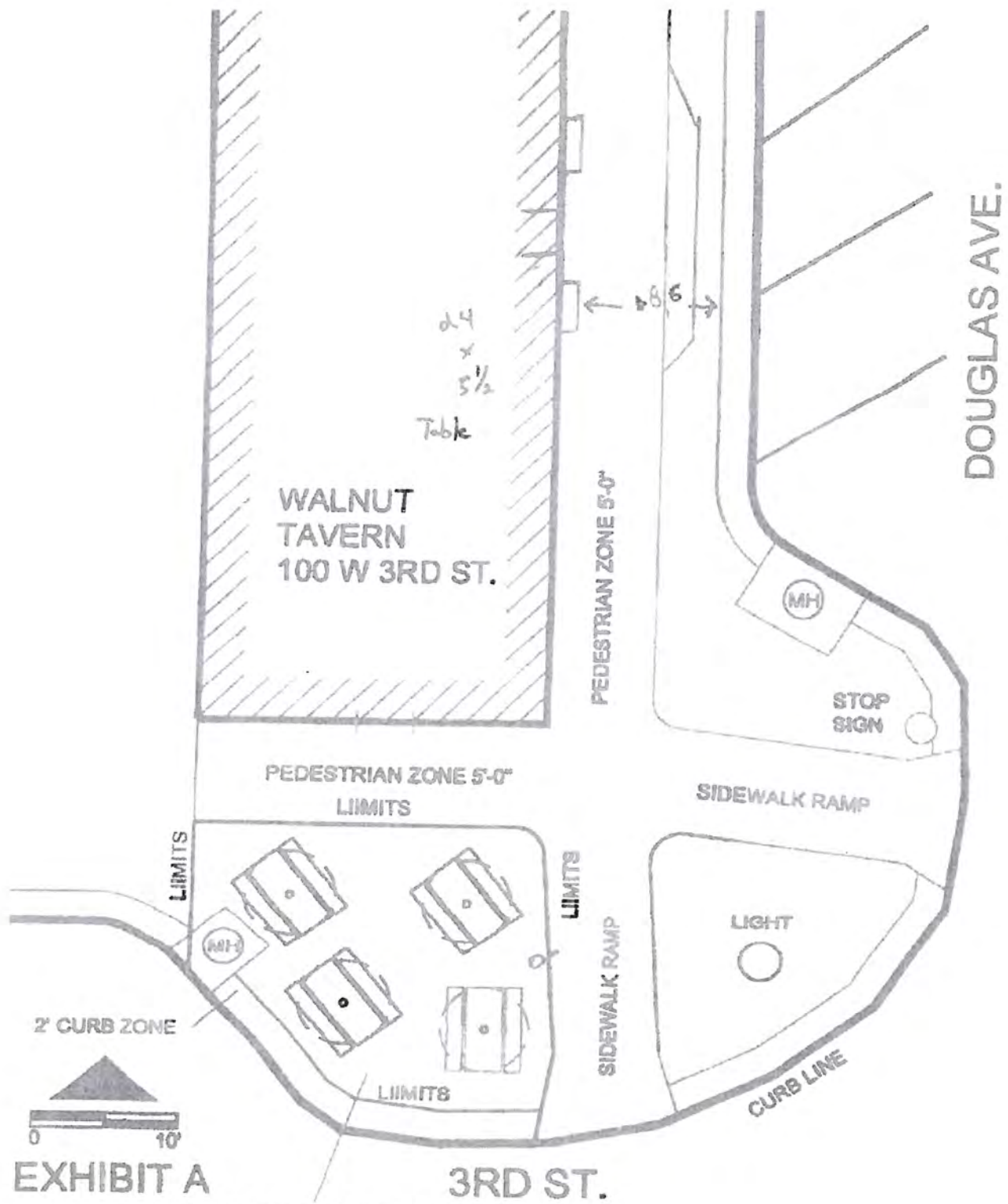


EXHIBIT A

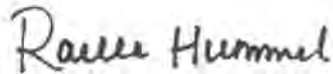
(4) 6' X 5' TABLES WITH UMBRELLAS, PLACED AS SHOWN

Memorandum #24-91

To: City Commission
From: Deputy Finance Officer
Date: April 2, 2024
Subject: Surplus Equipment

The City of Yankton has a desire to dispose, scrap, or destroy various equipment which has been determined to be no longer necessary, useful or suitable for the purpose for which it was acquired. In order for the City to sell, trade, destroy, or dispose of such property the City Commission must declare these items surplus by adopting a surplus property resolution as required by SDCL 6-13-1. Equipment or supplies, which are to be destroyed or to be sold at public auction, need not be appraised (SDCL 6-13-3).

Resolution #24-22 declares the listed equipment surplus. Declared property will be disposed of, scrapped, or destroyed pursuant to South Dakota Codified Law.

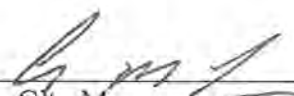


Raelle Hummel
Deputy Finance Officer

Recommendation: It is recommended that the City Commission adopt Resolution #24-22 and authorize the disposal of surplus property by sealed bid.

I concur with the above recommendation.

I do not concur with the above recommendation.



Amy Leon, City Manager

Roll Call

RESOLUTION #24-22

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

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

SURPLUS PROPERTY TO BE DISPOSED, SCRAPPED, OR DESTROYED

Parks:

1. Cushman 4-wheel turf truckster model 898632; SN# 98004739
2. 1999 Toro Greens Master 3050 model 4351; SN# 90152
3. Jacobsen Greensking IV Triplex mower model 62287; SN# 2338
4. Jacobsen Greensking IV Triplex mower model 62287; SN# 1867
5. Jacobsen Greensking IV Triplex mower model 62257; SN# 4553
6. Jacobsen Greensking IV Triplex mower model 62257; SN# 4308
7. 2014 Jacobsen AR522 Contour Rotary Mower; SN# 1704

Adopted:

Stephanie Moser
Mayor

Attest:

Lisa Yardley
Finance Officer