



CITY OF YANKTON

2017_04_24

COMMISSION MEETING



Mission Statement
To provide cost-effective public services as required by its citizens and to provide an environment so that both its citizens and the economy prosper.

YANKTON BOARD OF CITY COMMISSIONERS

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

Monday, April 24, 2017

City of Yankton Community Meeting Room

Located at the Technical Education Center • 1200 W. 21st Street • Room 114

Rebroadcast Schedule: Tuesday @ 7:30pm, Thursday @ 6:30 pm, on channels 3 & 45

I. ROUTINE BUSINESS

1. Roll Call

2. Approve Minutes of regular meeting of April 10, 2017 and the Special Meeting of April 8, 2017 and Special Meeting of April 17, 2017

Attachment I-2

**3. Proclamation – Bike Month
Arbor Day**

Attachment I-3

4. City Manager’s Report

Attachment I-4

5. Public Appearances

Public appearances is a time for persons to address the City Commission on items not listed on the agenda.

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. Special Events Dance License

Consideration of Memorandum #17-82 recommending approval of the application from Habitat for Humanity Clay & Yankton Counties:

A) Special Events Dance License for June 8, 2017

Attachment II-1

2. Establishing public hearing for sale of alcoholic beverages

Establish May 8, 2017, as the date for the public hearing on the request for a Special Events RETAIL (on-sale) Malt Beverage and a Special RETAIL (on-sale) Wine dealers License for 1 day, June 24, 2017, from Mount Marty College, Inc., Mount Marty College Campus, 1105 W. 8th Street, Yankton, S.D.

Attachment II-2

3. Establishing public hearing for sale of alcoholic beverages

Establish May 8, 2017, as the date for the public hearing on the request for a Special Events (on-sale) Liquor License for July 21-22, 2017 from ROCK 'N' RUMBLE, INC. (Michael Carda, President), The block of 3rd Street between Douglas & Capital Street, Yankton, S.D.

Attachment II-3

4. Transient Merchant License

Consideration of Memorandum #17-85 recommending approval of the application from Onward Yankton:

A) Transient Merchant License from May-October, 2017

Attachment II-4

5. Transient Merchant License and Special Events Dance License

Consideration of Memorandum #17-79 recommending approval of the applications from the Harvest Halloween for:

A) Transient Merchant License October 27-28, 2017;

B) Special Events Dance License for October 28, 2017

Attachment II-5

6. Transient Merchant License and Special Events Dance License

Consideration of Memorandum #17-90 recommending approval of the applications from the Rock'N'Rumble for:

A) Transient Merchant License July 21-22, 2017;

B) Special Events Dance License for July 21-22, 2017

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 #17-80 regarding the request for a Special RETAIL (on-sale) Liquor License for 1 day, Friday, May 5, 2017, from Corps of Discovery Welcome Center (Katie Meyer, Executive Director), Lewis & Clark Theatre Company, 328 Walnut, Yankton, SD 57078

Attachment III-1

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

IV. NEW BUSINESS

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

- 1. Request for camping to be held in Riverside Park**
Consideration of Memorandum #17-77, regarding Camping in Riverside Park during Kayak Event on May 26, 2017
Attachment IV-1
- 2. Bid Award – 14’ Dump Body with Hydro Hoist**
Consideration of Memorandum #17-86 regarding Bid Award for a 10 Yard 14’Dump Body with Hydro Hoist
Attachment IV-2
- 3. Harvest Halloween Festival Request for Funding**
Consideration of Memorandum #17-78, regarding Harvest Halloween Festival Request for Funding:
a) Hand-washing station & portable toilets
b) Production/staging/event planning
Attachment IV-3
- 4. Harvest Halloween – Special Events Parking Request**
Consideration of Memorandum #17-89 and Resolution #17-11 regarding request by Harvest Halloween for Special Events Parking Ordinance #933 to be in place during Harvest Halloween Event
Attachment IV-4
- 5. Rock’N’Rumble – Special Events Parking Request**
Consideration of Memorandum #17-83 and Resolution #17-13 regarding request by Rock ‘N’Rumble for Special Events Parking Ordinance #933 to be in place during Rock ‘N’Rumble Event and request for suspension of alcohol consumption
Attachment IV-5
- 6. Request to Close Meridian Bridge for Rock ‘N’ Rumble Parade**
Consideration of Memorandum #17-84 regarding request to close Meridian Bridge for Rock’N’Rumble Parade
Attachment IV-6
- 7. Meridian District – Special Events Parking Request**
Consideration of Memorandum #17-88 and Resolution #17-12 regarding request by Meridian District for Special Events Parking Ordinance #933 to be in place from May – October on Thursday nights and suspension of alcohol consumption
Attachment IV-7
- 8. Construction Services Agreement with HDR for Water Purification Facility**
Consideration of Memorandum #17-87 regarding Construction Services Agreement with HDR for Water Purification Facility
Attachment IV-8
- 9. Final Payment & Acceptance for Collector Well Project**
Consideration of Memorandum #17-92 regarding Final Payment & Acceptance for Collector Well
Attachment IV-9

10. Change Order #1 for Force Main Project

Consideration of Memorandum #17-93 regarding Change Order #1 Force Main Project
Attachment IV-10

11. Sidewalk Café License – Rounding 3rd

Consideration of Memorandum #17-91 regarding Sidewalk Café Permit, Rounding 3rd,
304 East 3rd St. & 309 Cedar St

Attachment IV-11

V. ADJOURN INTO EXECUTIVE SESSION TO DISCUSS LEGAL MATTERS UNDER SDCL 1-25-2

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

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

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

VI. RECONVENE AS BOARD OF CITY COMMISSIONERS

1. Roll Call

VII. ADJOURN THE MEETING OF APRIL 24, 2017

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
APRIL 10, 2017**

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

Roll Call: Present: Commissioners Carda, Ferdig, Hoffner, Johnson, Maibaum, and Sommer. City Attorney Den Herder and City Manager Nelson were also present. Absent: Commissioners Knoff and Miner.

Quorum present.

Action 17-98

Moved by Commissioner Johnson, seconded by Commissioner Carda, to approve the Minutes of the Work Session of March 27, 2017, Regular Meeting of March 27, 2017, and Special Meeting of March 28, 2017.

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

Motion adopted.

Action 17-99

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

A T & T-Cell Phone Bill-\$364.42; A-Ox Welding Supply Co Inc-Parts-\$156.37; ACS Government Inf Service-Maint Program Support-\$2,161.62; All Star Pro Golf Inc-Tees-Spikes-\$643.93; American Fence Company-Fence Repairs-\$1,334.00; Associated Supply Co-Pool Supplies-\$972.71; Automated Drive Systems LLC-Lobepro VFD-\$1,293.73; Automatic Building Controls-Annual Fire Alarms Check-\$1,637.00; Avera Sacred Heart Hospital-Prescriptions-\$250.55; Bartlett & West Inc-Lift Station-\$28,657.00; Boller Printing Inc-Advertising-\$354.30; Bomgaars Inc-Gate/Posts-\$338.07; Bound Tree Medical LLC-Medical Kit-\$92.72; Brown & Saenger-EDP Paper-\$527.58; Butler Machinery Co-Valve-\$149.94; Cedar Knox Public Power Dist-Water Electric-\$1,072.13; Center For Educ & Employ-Law Subscription-\$159.00; Centurylink-Phone-\$916.14; Chamber of Commerce-Retirement Gift-\$100.00; Chesterman Company-Soft Drinks-\$208.00; City of Vermillion-Jt Power Cash Trans-\$48,304.24; City of Yankton-Central Garage Rubbish-\$37.00; City of Yankton-City Clean-Up City Wide Clean Up-\$5,648.20; City of Yankton-Fox Run Landfill Charges-\$96.00; City of Yankton-Parks Landfill Charges-\$66.98; City of Yankton-Solid Waste Compacted Garbage-\$11,034.65; City Utilities-Water-WW Charges-\$3,419.48; Clean Sweep Industries-Janitorial Supplies-\$1,159.00; Cleveland Golf-Golf Clubs-\$921.89; Concrete Material-Concrete-\$935.00; Conkling Dist-Malt Beverage-\$415.95; Cornhusker Intl Truck Inc-Filters/Antifreeze-\$651.06; Credit Collection Service Inc-Util Collection Feb-\$306.76; CSI Software LLC-Computer Software-\$1,094.18; Dakota Beverage Co Inc-Malt Beverage-\$599.05; Danin Drywall-Refund Women BB League-\$150.00; De Lage Landen Public Finance-Golf Car Lease-\$24,455.81; Dept of Corrections-DOC Work Program-\$132.60; Dept of Revenue-Lab Tests-\$1,329.00; Dex Media East-Phone-March-\$32.30; Drain Masters-Sewer Camera-\$350.00; Ehresmann Engineering Inc-Steel-\$823.92; Eidsness/Hilary-Refund-\$9.99; Election System & Software Inc-Ballot Stock-\$1,034.01; Eli/Gene-Sidewalk Reimbursement-\$36.00; Ethanol Products LLC-CO2-\$1,427.44; Fastenal Company-Utility Cabinets-\$945.38; Flannery/Kirt-Officer Stipend-Mar-\$25.00; Footjoy-Gloves-\$349.25; Fore Reservations Inc-POS Software-\$1,500.00; Frick/Adam-Officer Stipend-Mar-\$25.00; Frick/Brian-Officer Stipend-Mar-\$50.00; Gaskell/Sean-Performance-\$375.00; Govt. Finance

Officer Assn-Newsletter-\$50.00; Graymont Capital Inc-Chemicals-\$4,545.78; Gridor Construction, Inc-Lift Station-\$237,122.10; H & H Roofing-Shingle Capitol Bldg-\$19,056.16; Haar Co Inc-Mower-\$9,445.00; Hach Company-Basin Control-\$6,023.07; Hagemann/Dustin-Uniform Reimburse-\$96.27; Harding Glass-Glass-\$140.31; Hawkins Inc-Chemicals-\$1,863.26; HDR Engineering Inc-Water Treatment Design-\$140,939.56; Hedahl's Parts Plus-Filters-\$1,035.69; Hillyard-Part-\$12.19; Hirsch/Jessica-Refund Womens BB League-\$150.71; IACP Membership-Leadership Course-\$2,100.00; Inland Truck Parts Co-Brake Parts-\$120.30; J & H Care & Cleaning Company-Janitorial Services-\$2,795.00; Jansen Upholstery-Seat Repairs-\$175.00; JCL Solutions/Janitors Closet-Cleaning Supplies-\$715.36; Johnson Electric LLP-Repair Street Light-\$263.06; Johnson Roofing Inc-Rubber Roofing-\$960.31; Kadrmas Lee & Jackson Inc-Professional Services-\$1,377.90; Kaiser Heating & Cooling Inc-Installed Heater-\$3,530.62; Kaiser Refrigeration Inc-Repairs-\$416.89; Klein's Tree Service-Tree Trimming-\$2,550.00; Klines Jewelry-Retirement Gift-\$99.99; Larry's Home Center-Repairs-\$494.65; Locators & Supplies Inc-Safety Supplies-\$195.67; Long's Propane Inc-Propane-\$480.00; Meridian Grain-Road Salt-\$4,348.22; MidAmerican Energy-Fuel-Mar-\$6,894.19; MidAmerican Energy-Fuel-Mar-\$6,938.06; Midwest Alarm Company Inc-Fire Alarm Check-\$156.00; Midwest Tape-Audio Book-\$34.99; Midwest Turf & Irrigation-Repairs-\$520.05; Miller/Jane-Refund-\$105.35; Mitchell Public Library Replacement Cost-Book-\$14.99; Moser/Brad-Officer Stipend-Mar-\$25.00; Motor Vehicle Dept SD-Title/License-\$42.40; Mozak Inc-SAC Flooring-\$7,676.77; Mozak's Floors & More-Refund Women's BB League-\$150.00; Naghdi/Stephen-Refund Membership-\$44.62; Nebraska Journal Leader-Advertisement-\$89.88; Northwestern Energy-Elect-Mar-\$67,951.57; Observer-Advertisement-\$148.00; Physio-Control Inc-Maintenance-\$297.96; Press Dakota MStar Solutions-Advertising-\$2,595.00; Printing Specialists-Mailing Labels-\$72.81; Pro Auto Inc-Towing-\$80.00; Push Pedal Pull-Equipment-\$14,999.79; R & R Products Inc-Parts-\$2,081.63; Racom Corporation-Radio Access-\$1,404.90; Reinhart Foods Inc-Entrees-\$878.18; Ron's Auto Glass Repair-Install Windshield-\$480.00; Schindler/Scott-Uniform Reimburse-\$120.00; SD Municipal Street-Maint Assn Registration Fee-\$100.00; Sioux Equipment Company Inc-Repairs-\$761.91; Spencer Quarries Inc-Road Materials-\$5,844.06; Springfield Voc Industry-Floating Dock-\$20,244.40; Stern Oil Co Inc-Fuel-\$34,431.88; Stockwell Engineers Inc-8th Street Design-\$33,780.00; Titleist Golf Equipment-\$5,236.64; Todd, Inc-Gutter/Main Brooms-\$7,771.41; Tom's Electric-Repairs-\$663.75; Top Notch Window Cleaning-Clean Windows-\$610.00; Tri-State Cleaning Service LLC-Clean Exhaust Hood-\$400.00; Truck Trailer Sales Inc-Truck Repairs-\$3,480.50; Turflin Inc-Parts-\$4,113.18; Turfwerks-Repairs-\$410.03; U.S. Post Office-Utility Postage Mar-\$1,400.00; United Parcel Service, Inc-Postage-\$161.12; United States Postal Service-Postage Meter-Mar-\$837.00; US Bank Equipment-Finance Copier Lease-\$597.94; Wage Works-Flex Service Fee-\$135.00; Water & Env Eng Research Ctr-Lab Tests-\$122.00; Wellmark Blue Cross & Shield-Administration Fee-\$250.00; Wholesale Supply Inc-Soft Drinks-\$41.50; Wiebelhaus/Jean-Taxes-\$156.57; Wilson Sporting Goods Golf-Golf Equipment-\$2,536.47; Woehl/Toby-Officer Stipend-Mar-\$25.00; Woods Fuller Shultz & Smith PC-Professional Services-\$360.00; Xerox Corporation-Copier Lease-\$205.97; Xerox Corporation-Copier Lease-\$2,183.20; Xtreme Car Wash-Car Washes-\$80.40; Yaggie's Inc-Crabgrass Preventer-\$304.04; Yankton Area Ice Association-Revenue Payment-\$1,870.04; Yankton County Treasurer-RE Taxes-\$424.26; Yankton Fire & Safety Co-Fire Extinguisher Maint-\$902.00; Yankton Medical Clinic-Pre-Employ Physical-\$504.00; Yankton Vol Fire Department-Fire Calls-Feb/Mar-\$4,730.00; Zep Manufacturing Co-Handcleaners/Detergent-\$322.37; Ziegler/William-Officer Stipend-Mar-\$50.00; A-Ox Welding Supply-Acetylene-\$134.37 Amazon Mktplace Pmts-Workout Equipment Repair-\$425.03; Amazon.Com-Computer Monitors-\$1,782.21; Amazon.Com-Books-\$60.90; American Public Works-APWA Membership-\$190.00; Animal Health Clinic-Animal Spray-\$36.39; Apple Online Store-Program Supplies-\$10.00; Appera-Towels-\$220.88; Applied Ind Tech-Electric Motors-\$1,457.07;

Arbor Day Foundation-Membership Dues-\$35.00; Arc Services/Training-Lifeguard Training Class-\$105.00; Armadillos Ice Cream's-Travel Expense-\$9.50; AT&T Bill Payment-Patrol Car Cellular-\$314.56; Avera Heart Hospital-AED-\$909.00; Bakers Square Rest-Library Tech Conference-\$15.83; Battery Exchange-Battery-\$289.90; Big Toms Diner LLC-Training Expense-\$45.17; Bizco Technologies-Computers MDTs-\$8,175.00; Bomgaars-Spades and Gloves-\$741.76; Bonanza-Staff Appreciation-\$151.57; Book Systems Inc-Integrated Library Sys-\$3,231.36; Bow Creek Metal Inc-Collector Well Pipe Covers-\$2,285.00; Burger King-Training Expense-\$28.95; Caribou Coffee-Training Expense-\$9.41; Casa Del Rey-Conference-\$34.87; Caseys Gen Store-Investigation Supplies-\$18.91; Cattleman's Club-Training Expense-\$43.67; Cedar County Veterinary-Veterinary Services-\$75.00; Center Point-Books-\$254.47; Chief Supply-Patrol Car Equipment-\$6,201.76; Chili's-Conference-\$45.51; Coffee Cup-Training Expense-\$30.53; Conoco-Training Expense-\$41.14; Conoco-FEMA Conference Expense-\$30.99; Conoco-Fuel-\$9.82; Cowboy Store-Training Expense-\$17.00; Cox Auto Supply-Shop Expense-\$610.83; Crescent Electric-Analog Input Module-\$1,815.00; Dayhuff Enterprises Inc-Janitorial Supplies-\$475.40; Demco Inc-Summer Reading Supplies-\$436.62; DEX One-Digital Advertising-\$118.08; Diamond Mowers, Inc-Brush Cutter Mower Blade-\$163.82; Drifters Bar and Grill-Training Expense-\$29.80; DX Service Salt-\$1,528.80; Echo Electric Supply-Motor Starter-\$781.77; Ehresmann Engineering-Shop Supplies-\$60.39; Embroidery & Screen Works-Uniforms-\$228.00; Erange Inc-Driving Range-\$365.00; Facebk-Advertising-\$62.06; Fastenal Company-Plow Bolts-\$563.10; Fedex-Evidence Mailing-\$12.84; Fejfar Plumbing-Plumbing Parts-\$29.34; Fred Haar Company-Bagger System-\$2,862.95; Fuddruckers-Investigation Expense-\$23.60; Gator's Pizza Pasta-Training Expense-\$20.56; Good Earth-Library Tech Conference-\$20.94; Grafix Shoppe-Patrol Car Equipment-\$490.41; Greatmatscom Corp-Weight Room Mats-\$2,825.97; Greenworkstools Co-Trimmer-\$329.00; Hach Company-Laboratory Chemicals-\$421.95; Hardee's-Training Expense-\$13.84; Hardee's-Conference Expense-\$11.91; HD Supply Waterworks-Backwash Pipe Repair-\$1,460.95; Hedahl's-Grease Seals-\$77.06; Hilti Inc-Park Supplies-\$274.95; Hot Dog Express-Training Expense-\$13.12; Hy-Vee-Summer Reading Supplies-\$28.44; Hy-Vee-Concessions/Gatorade-\$545.62; Independence Waste-Rentals-\$553.90; Inf City Directories-Polk City Directories-\$400.00; Int In Living Here Magazine-Subscription-\$38.00; Intl Soc Arboriculture-Membership Dues-\$165.00; IR Industrial-Air Compressor O-Ring-\$52.75; Jack's Uniforms & Equip-Uniforms-\$110.89; JCL Solutions-Cleaning Supplies-\$594.22; JMAC Supply-Part Replacement-\$14.90; JoDeans Steak House-Retirement Supplies-\$103.20; Johnson Controls-SS HVAC Repair Work & Parts-\$3,608.84; Kaiser Refrigeration-Refrigerator Repair-\$264.95; Kansas Recreation and Conference-Registration-\$585.00; Kendell Doors & Hardware-Lock Sets and Cores-\$548.65; Kleen Rite Corp-Spray Tips-\$33.00; Koletzky Implement Inc-Filters-\$189.50; Kopetsky's Ace Hdwe-Impact Driver-\$826.20; La Minestra-Training Expense-\$45.85; Locators and Supplies-Locate Flags & Paint-\$359.64; Mark's Machinery Inc-Blade And Bearings-\$624.53; McDonald's-Training Expense-\$9.22; Mead Lumber-Expansion Material-\$418.19; Menards-Park Supplies-\$1,846.07; Midwest Laboratories-Monthly Nutrients-\$206.86; Midwest Turf-Equipment Supplies-\$786.48; Minervas Grill and Bar-Summer Reading Jumpstart-\$25.96; Murdock Industrial Inc-Supplies-\$118.50; Mutt Mitt-Doggie Bags-\$1,677.19; Myers Tire Supply.Com-Wheel Weights-\$1,263.21; Northtown Automotive-Patrol Car Repair-\$58.32; Olson's Pest Technician-Pest Services-\$81.00; One Office Solution-Office Chairs/Supplies-\$1,602.62; O'Reilly Auto-Anti-Freeze-\$121.85; Overdrive Dist-E-Books-\$2,430.00; Paypal-Discounted Computer-\$674.99; Paypal-Fdsingleton-Radio Backup Dispatch-\$400.00; Paypal Jfjdiscrepa-DVD Cleaning Supplies-\$42.71; Paypal Sparkscustom-Upholstery-\$663.15; Paypal Superspets-Radio Backup Dispatch-\$374.99; Paypal 4inkjets-Toner-\$35.69; Philly Teds PTop-Conference Expense-\$12.89; Pierre Clubhouse Hotel-Lodging-\$153.52; Pierre Taco Johns-Training Expense-\$16.82; Postage Refill-Postage Refill-\$100.00; Prandomhouse-CD Books-\$240.75;

Printsource Network-In Site Visit Forms-\$109.50; Provantage LLC-PC Firewall for ICAC-\$2,431.50; Push Pedal Pull Corp-Equipment Repair-\$539.07; Radisson Hotel Mpls-Library Tech Conference-\$253.28; Radisson-Fargo-Traffic School-\$248.60; Recreonics Inc-Grate Covers Valves-\$302.81; Red Cross Store-Lifeguard Class Manuals-\$1,122.52; Riverside Hydraulics-Hydraulic Hose-\$58.84; Rusconi Pizza-Training Expense-\$15.19; SD Firefighters Assoc-Membership Dues-\$1,075.00; SF Regional Airport-Parking-\$16.00; Sheehan Mack Sales-Emergency Handle-\$51.66; Shell Oil-Conference Fuel-\$11.48; Sherwin Williams-Park Supplies-\$37.19; Sherwin Williams-Shop Supplies-\$77.01; Shur-Co Outletservice-Repair Tennis Courts-\$405.00; Sigma Aldrich US-DMRQA-37 Test Kit-\$706.00; Smashburger-Training Expense-\$12.30; South Dakota Golf Assoc-Advertising-\$525.00; South Dakota State Historical Society-Microfilm-\$96.00; SP Cutrate Batteries-Battery-\$114.00; Sprint Aquatics-Merchandise-\$51.15; SQ Hansen Locksmith-Supplies-\$15.00; SQ Gosq.Com Ahmed-Taxi Expense-\$40.25; SQ Tinting Pros-Vehicle Accessories-\$439.00; Stan Houston Equip Co-Park Supplies-\$39.00; Sturdevants-Parts Cleaner-\$49.55; Subway-Training Expense-\$13.25; SuperAmerica-Library Tech Conference-\$28.00; SuperAmerica-Library Tech Conference-\$26.23; Superior Tech Products-Chemicals-\$432.00; Tallys Silver Spoon-Conference Expense-\$12.09; Taxi Service Hedbron Taxi-Training-\$41.40; The Hotel Alex Johnson-FEMA Conference Lodging-\$358.72; The UPS Store-Postage-\$104.03; Titan Machinery-Parts-\$30.50; TMA-Tires-\$4,343.29; Tractor Supply Co-K9 Supplies-\$138.54; Truck Trailer Sales-Water Pump/Belt-\$681.80; USA Blue Book-Supplies-\$431.79; USPS PO-Evidence Mailing-\$19.60; Van Bergen and Markson Chemical-Pump Repair Kit-\$1,340.72; Vanderhule Moving & Storage-Supplies-\$18.00; VCN Yankton ROD Ctr-Developers Agreement Fee-\$32.50; Viddler Inc-Video Hosting-\$37.22; View-Training Expense-\$31.16; Vistaprint.Com-Business Cards-\$29.96; Wal-Mart-Office Supplies-\$483.32; WM Supercenter-Safety Supplies-\$769.14; WW Grainger-Plumbing Parts-\$752.40; Yankton Area Chamber of Chamber-Annual Gala-\$150.00; Yankton Pizza Ranch-Staff Appreciation-\$33.47; Yankton Winnelson Co-Supplies-\$331.02; Zoro Tools Inc-Fire Hose Nozzle-\$70.67; 4140 Sioux Falls-CC Conference-\$32.00; AFSCME Council 65 Employee Deduction-\$1,358.88; American Family Life Corp Cancer & ICU Premiums-\$7,321.84; Bartlett & West Inc Professional Service-\$1,571.25; Beck Motor Company 2016 Chevy Silverado-\$29,933.00; City Management Assn SD Registration Fee-\$100.00; Connections Inc EAP Insurance March-\$384.30; Delta Dental Dental Ins - April-\$7,673.92; Delvaux/Connie Lost Check 6804-\$15.99; Dept Of Environment Air Quality Permit-\$125.00; Dept Of Social Services Employee Deduction-\$1,697.50; Ehresmann Engineering Inc Replace Ckeck #59545-\$364.19; First Natl Bank South Dakota Employee Deduction-\$2,595.12; Lamb Motor Company 2017 Ford Taurus-\$21,276.00; Minnesota Life Insurance Co Life Insurance - April-\$802.40; Municipal League, SD Registration Fee-\$180.00; Postmaster Postage-\$1,605.76; Potter County Implement Fairway Mowers-\$98,870.00; Retirement, SD SD Retirement - March-\$71,188.30; Retirement, SD System 401(A) Special Pay-\$6,563.25; SDML Workers Compensation Fund Work Comp Additions-\$3,939.00; SDSRP Employee Deduction-\$4,930.00; South Dakota Sheriffs Assn Registration-\$85.00; Summit Activity Center Employee Deductions-\$853.15; Sun Life Financial Vision Insurance - April-\$895.37; United Way Employee Deduction-\$102.00; Vast Broadband Internet Service-\$3,553.50; Vision Technology Solutions Subscription Annual Fee-\$6,930.00; Wellmark Blue Cross & Blue Health Ins - March-\$92,070.81; Yankton Basketball Inc Reimbursement-\$2,143.21.

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

Motion adopted.

SALARIES MARCH, 2017:

Administration-\$38,176.41; Finance-\$32,005.27; Community Development-\$22,510.07; Police-\$156,145.13; Fire-\$11,479.38; Engineering-\$40,092.88; Street-\$42,376.31; Snow & Ice-\$6,065.20;

Traffic Control-\$3,409.12; Library-\$28,408.73; Parks/SAC-\$62,919.24; Marne Creek-\$3,556.78; Water-\$38,043.54; Wastewater-\$34,417.54; Cemetery-\$3,554.93; Solid Waste-\$20,061.87; Landfill-\$17,633.95; Golf Course-\$22,636.12; Central Garage-\$7,093.93.

PERSONNEL CHANGES & NEW HIRES:

New Hires: Vanessa Gleason-\$16,146.7 hr.-Dispatch; Amelia Goetz-\$1,291.74 bi-wk.-Dispatch; Matthew Hilson-\$10.00 hr.-Golf Division; Josephine Krajewski-\$9.50 hr.-Rec. Division; Kris Rutledge-\$12.50 hr.-Parks Division.

Wage Change: Allison Cappy-\$9.75 hr.-Rec. Division; Jon Cooke-\$10.00 hr.-Golf Division; Chase Erickson-\$10.00 hr.-Golf Division; Jannifer Guthmiller-\$10.75 hr.-Golf Division; Phillip Hummel-\$9.75 hr.-Golf Division; Makenzie Johnson-\$10.10 hr.-Rec. Division; Baylee Kenney-\$9.75 hr.-Golf Division; Ashley Mazankowski-\$10.10 hr.-Rec. Division; Quinn Paulsen-\$9.75 hr.-Golf Division; Sharlotte Peterson-\$12.50 hr.-Rec. Division; Morgan Rodig-\$9.75 hr.-Golf Division; Allison Spak-\$12.50 hr.-Rec. Division.

Status Change: Brittany Orr-\$1,919.58 bi-wk.-Recreation Coordinator to Recreation Manager.

Mayor Gross read a proclamation declaring the week of April 9-15, 2017, as “National Library Week.”

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

Kasi Haberman, Convention and Visitors Bureau, was present to thank the City Commission for funding and also gave an explanation and answered questions about her current and proposed program of work for 2017.

Action 17-100

Moved by Commissioner Johnson, seconded by Commissioner Ferdig, that the following items on the Consent Agenda be approved.

1. Budget Workshop Meeting Date
Consideration of Memorandum 17-72 regarding setting Budget workshop meeting date as April 17, 2017, at 5:30 p.m. in meeting Room A of City Hall.
2. Establishing public hearing for sale of alcoholic beverages
Establish April 24, 2017, as the date for the public hearing on the request for a Special RETAIL (on-sale) Liquor License for one day, Friday, May 5, 2017, from Corps of Discovery Welcome Center (Katie Meyer, Executive Director), Lewis & Clark Theatre Company, 328 Walnut, Yankton, South Dakota.
3. Establishing public hearing for sale of alcoholic beverages
Establish April 24, 2017, as the date for the public hearing on the request for a Special Malt Beverage (on-sale) Retailers License and a Special (on-sale) Wine Retailers License for one day, July 22, 2017, from Yankton Area Arts, (Julie Amsberry, Executive Director) Meridian Bridge, rain date set for City Hall Auditorium, 416 Walnut, Yankton, South Dakota.
4. Notice to Call for City of Yankton Election
Establish 5:30 p.m. Monday, April 17, 2017, as the time and date of a “Notice to Call” a Special City Commission meeting to canvass the election returns of the City of Yankton Election to be held on Tuesday, April 11, 2017.

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

Motion adopted.

Action 17-101

This was the time and place for the public hearing on the application for a New Retail (on-off sale) Malt Beverage License for July 1, 2016, to June 30, 2017, from Hillcrest Golf & Country Club (Warren Muller, General Manager), 2206 Mulberry Street, Yankton, South Dakota. (Memorandum 17-76) No one was present to speak for or against approval of the license application. Moved by Commissioner Carda, seconded by Commissioner Sommer, to approve the license.

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

Motion adopted.

Action 17-102

This was the time and place to award the bid for the Annual Supply of Bituminous Mix. (Memorandum 17-75) The following bid was received and opened on March 30, 2017: Concrete Materials, Sioux Falls, South Dakota (Mission Hill Plant)-\$65.00 per ton. Moved by Commissioner Johnson, seconded by Commissioner Sommer, to award the bid to the only bidder, Concrete Materials, Sioux Falls, South Dakota (Mission Hill Plant) for \$65.00 per ton.

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

Motion adopted.

Action 17-103

This was the time and place to award the bid for 2017 Joint Crack Filler. (Memorandum 17-73) The following bids were received and opened on March 30, 2017: Stepp Manufacturing North Branch, Minnesota-\$38,863.00; Brock White, Sioux Falls, South Dakota-\$45,494.09; Northern Truck and Equipment, Sioux Falls, South Dakota-\$58,767.00. Moved by Commissioner Carda, seconded by Commissioner Sommer, to deny all bids because of budgetary constraints.

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

Motion adopted.

Action 17-104

This was the time and place to award the bid for the Water Purification Facility Expansion project. (Memorandum 17-73) The following bids were received and opened on March 24, 2017: John T Jones Construction Co., Fargo, North Dakota-\$34,012,000.00; Welfl Construction, Corporation, Yankton, South Dakota-\$34,665,357.00; PKG Contracting, Inc., Fargo, North Dakota-\$35,828,069.00; Gridor Construction, Inc., Buffalo, Minnesota-\$35,877,692.00; Rice Lake Construction Group, Deerwood, Minnesota-\$41,735,300.00. Moved by Commissioner Carda, seconded by Commissioner Maibaum, to award the bid to the low bidder, John T Jones Construction Company, Fargo, North Dakota, in the amount of \$34,012,000.00.

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

Motion adopted.

Action 17-105

Moved by Commissioner Johnson, seconded by Commissioner Carda, to adopt Resolution 17-09.

RESOLUTION 17-09

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

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

SURPLUS PROPERTY TO BE TRADED

1MOX300CABM202307	2011 JD300 Lawn Tractor with attachments	Water
MOX534A030723	2008 JD534 L&G Tractor with attachments	Water

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

Action 17-106

Moved by Commissioner Carda, seconded by Commissioner Ferdig, to adopt Resolution 17-10.

RESOLUTION NO. 17-10

RESOLUTION GIVING APPROVAL TO CERTAIN DRINKING WATER FACILITIES IMPROVEMENTS; GIVING APPROVAL TO THE ISSUANCE AND SALE OF A REVENUE BOND TO FINANCE, DIRECTLY OR INDIRECTLY, THE IMPROVEMENTS TO THE FACILITIES; APPROVING THE FORM OF THE LOAN AGREEMENT AND THE REVENUE BOND AND PLEDGING PROJECT REVENUES AND COLLATERAL TO SECURE THE PAYMENT OF THE REVENUE BOND; AND CREATING SPECIAL FUNDS AND ACCOUNTS FOR THE ADMINISTRATION OF FUNDS FOR OPERATION OF THE SYSTEM AND RETIREMENT OF THE REVENUE BOND AND PROVIDING FOR A SEGREGATED SPECIAL CHARGE OR SURCHARGE FOR THE PAYMENT OF THE BONDS.

WHEREAS, one of the purposes of SDCL Chapter 9-40 (the “Act”) as found and determined by the Legislature is to provide for financing the acquisition, maintenance, operation, extension or improvement of any system or part of any system of waterworks for the purpose of providing water and water supply for domestic, municipal, together with extensions, additions, and necessary appurtenances; and,

WHEREAS, a municipality is authorized by Section 6 of the Act to issue revenue bonds to defray the cost of extensions, additions and improvements to any utility previously owned without pledging its credit and is authorized to pledge the net income or revenues from the Project in accordance with Section 15 of the Act; and,

WHEREAS, the City of Yankton (the “City”) currently operates a water distribution system to supply municipal, industrial and domestic water to its inhabitants and has determined that improvements to the drinking water facilities are necessary for the conduct of its governmental programs and qualifies as an improvement, extension or addition to its drinking water system; and,

WHEREAS, the City has determined to issue its revenue bonds to finance the improvements to its system of waterworks for the purpose of providing water and water supply for domestic, municipal, and industrial purposes (the “System”) and has applied to the South Dakota Conservancy District (the “District”) for a Drinking Water State Revolving Fund Loan to finance the improvements;

WHEREAS, the City shall adopt special rates or surcharges for the improvements to be pledged, segregated and used for the payment of the Bonds.

NOW THEREFORE BE IT RESOLVED by the City as follows:

SECTION 1. Definitions. The terms when used in this Resolution shall have the following meanings set forth in this section unless the context clearly requires otherwise. All terms used in this Resolution which are not defined herein shall have the meanings assigned to them in the Loan Agreement unless the context clearly otherwise requires.

“Act” means South Dakota Codified Laws Chapter 9-40.

“Loan” means the Loan made by the South Dakota Conservancy District to the City pursuant to the terms of the Loan Agreement and as evidenced by the Revenue Bond.

“Project” means the City of Yankton Water Treatment Plant Project.

“Revenue Bond” means the revenue bond or bonds issued the date of the Loan Agreement by the City to the South Dakota Conservancy District to evidence the City’s obligation to repay the principal of and pay interest and Administrative Expense Surcharge on the Loan.

“System” means the City’s system of waterworks used for the purpose of providing water and water supply for domestic, municipal, and industrial purposes.

SECTION 2. Declaration of Necessity and Findings.

2.1. Declaration of Necessity. The City hereby declares and determines it is necessary to construct and finance improvements to its drinking water facilities within its System described as the Project.

2.2. Findings. The City does hereby find as follows:

2.2.1. The City hereby expressly finds that if the Project is not undertaken, the System will pose a health hazard to the City and its inhabitants, and will make the City unable to comply with state and federal law.

2.2.2. Because of the functional interdependence of the various portions of the System, the fact that the System may not lawfully operate unless it complies with State and federal laws, including SDCL Chapter 34A-3A, and the federal Safe Drinking Water Act, and the nature of the improvements financed, the City hereby finds and determines that the Project will substantially benefit the entire System and all of its users within the meaning of Sections 15 and 17 of the Act.

2.2.3. The City hereby determines and finds that for the purposes of the Act, including, in particular, Sections 15 and 17 of the Act, that only the net income from the Project financed by the Revenue Bond be pledged for its payment.

SECTION 3. Authorization of Loan, Pledge of Revenue and Security.

3.1. Authorization of Loan. The City hereby determines and declares it necessary to finance up to \$37,000,000 of the costs of the Project through the issuance of bonds payable from the revenue of the Project and other funds secured by the City. The City hereby determines that because the Revenue Bond is issued in connection with a financing agreement described in SDCL 46A-1-49, pursuant to Section 15 of the Act no election is required to issue the Revenue Bond.

3.2. Approval of Loan Agreement. The execution and delivery of the Revenue Obligation Loan Agreement (the "Loan Agreement"), the form of which is on file with the City Finance Officer (the "Finance Officer") and open to public inspection, between the City as Borrower and the District, is hereby in all respects authorized, approved and confirmed, and the Mayor and Finance Officer are hereby authorized and directed to execute and deliver the Loan Agreement in the form and content attached hereto, with such changes as the Attorney for the City deems appropriate and approves, for and on behalf of the City. The Mayor and Finance Officer are hereby further authorized and directed to implement and perform the covenants and obligations of the City set forth in or required by the Loan Agreement. The Loan Agreement herein referred to and made a part of this Resolution is on file in the office of the Finance Officer and is available for inspection by any interested party.

3.3. Approval of Revenue Bond. The issuance of a revenue bond in a principal amount not to exceed \$37,000,000 as determined according to the Loan Agreement in the form and content set forth in Appendix B attached to the form of Loan Agreement (the "Revenue Bond") shall be and the same is, in all respects, hereby authorized, approved, and confirmed and the Mayor, Finance Officer, and other appropriate officials shall be and are hereby authorized and directed to execute and seal the Revenue Bond and deliver the Revenue Bond to the District, for and on behalf of the City, upon receipt of the purchase price, and to use the proceeds thereof in the manner set forth in the Loan Agreement. The Mayor and Finance Officer are hereby authorized to approve the final terms of the Revenue Bond and their execution and delivery thereof shall evidence that approval. The Revenue Bond shall be issued under the authority of SDCL Chapter 9-40 and SDCL Chapter 6-8B, and the provisions of the Act are hereby expressly incorporated herein as provided in Section 19 of the Act.

3.4. Pledge of Revenues. The Revenue Bond together with the interest thereon, shall not constitute a charge against the City's general credit or taxing power, but shall be a limited obligation of the City payable solely out of the Project Debt Service Account, which payments, revenues and receipts are hereby and in the Loan Agreement pledged and assigned for the equal and ratable payments of the Revenue Bond and shall be used for no other purpose than to pay the principal, interest and Administrative Surcharge on the Revenue Bond, except as may be otherwise expressly authorized in the Loan Agreement (including the purpose of securing Additional Bonds issued as permitted by the terms thereof). The City covenants and agrees to charge rates for all services from the Project or establish special charges or surcharges which will be sufficient to provide for the payments upon the Revenue Bond issued hereunder as and when the same become due, and as may be necessary to provide for the operation and maintenance and repairs of the Project, and depreciation, and the Rate Resolution shall be

revised from time to time so as to produce these amounts. The City hereby reserves the right to determine on a periodic basis the appropriate allocation of operation and maintenance expenses, depreciation, repair and reserves associated with the facilities financed with the Revenue Bond, provided that such determination of allocable operation and maintenance expenses shall in no event abrogate, abridge or otherwise contravene the covenant of the City set forth in this Section 3 or any other covenant or agreement in the Loan Agreement.

SECTION 4. Special Charge or Surcharge for Revenue Bond. The City does hereby create the Revenue Bond Special-Surcharge District (the “Surcharge District”) which shall include all users which benefit from the Project. There shall be charged a special charge or surcharge pursuant to Section 15 of the Act for the services provided by Project financed by the Revenue Bond. The special charge or surcharge shall be segregated from other revenues of the System and shall be used for the payment of the Revenue Bond. The special charge or surcharge shall create net income, remaining from time to time after first paying all reasonable and current expenses of maintenance, repairs, replacements and operation, sufficient to fund interest, reserve and debt service fund annual requirements and shall be 110% of the debt service requirements on the Revenue Bond.

4.1. Rates and collection. The rate herein specific will be collected as a special charge or surcharge for the Project. This special charge or surcharge shall remain in effect until such time as the Revenue Bond is defeased or paid in full.

4.2. Initial Surcharge. The initial special charge or surcharge shall be set by resolution and collected at the same time as other charges of the utility. All users within the Surcharge District which benefit from the Project, current and future, shall be charged the special charge or surcharge. The special charge or surcharge is found to be equitable for the services provided by the Project. The special charge or surcharge shall begin at such time as will produce sufficient revenue to pay principal, interest and Administrative Surcharge on the Revenue Bond when due.

4.3. Segregation. The Finance Officer shall set up bookkeeping accounts in accordance with South Dakota Legislative Audit guidelines for the segregation of the revenue, special charges and surcharges.

4.4. Periodic review. The amount of the surcharge shall be reviewed from time to time, not less than yearly, and shall be modified in order to produce such funds as are necessary and required to comply with the Loan Agreement’s rate covenant and to pay principal of, interest and Administrative Surcharge on the Revenue Bond when due. The surcharge may be set by resolution in accordance with this Section. The rate resolution shall be necessary for the support of government and shall be effective upon passage.

SECTION 5. Additional Bonds. As permitted by Sections 8 and 9 of the Act, Additional Bonds payable from revenues and income of the System or Project may be issued, as permitted in the Loan Agreement, and no provision of this Resolution shall have the effect of restricting the issuance of, or impairing the lien of, such additional parity bonds with respect to the net revenues or income from the extensions, additions or improvements. The City shall have the right to issue additional bonds secured by a lien subordinate to the lien from the Revenue Bond pursuant to the Loan Agreement.

SECTION 6. Project Fund Accounts. For the purpose of application and proper allocation of the income of the Project and to secure the payment of principal, Administrative Surcharge and interest on the Revenue Bond, the following mandatory asset segregations shall be included in the water system account of the City and shall be used solely for the following respective purposes until payment in full of the principal, interest and Administrative Surcharge on the Revenue Bond:

6.1. Project Revenue Account. There shall be deposited periodically into the Project Revenue Account the net revenues as defined in Section 17 of the Act derived from the operation of the Project collected pursuant to the resolutions and ordinances of the City of Yankton, South Dakota (collectively the "Rate Resolution"). Moneys from the Project Revenue Account shall be transferred periodically into separate funds and accounts as provided below.

6.2. Project Debt Service Account. Out of the revenues in the Project Revenue Account, there shall be set aside no later than the 25th day of each month into the account designated Project Debt Service Account, a sum sufficient to provide for the payment as the same become due of the next maturing principal of, interest and Administrative Surcharge on the Revenue Bonds and any reserve determined by the City's governing body to be necessary. The amount set aside monthly shall be not less than one-third of the total principal, interest, and Administrative Surcharge payable on the following February 15, May 15, August 15 or November 15 and if there shall be any deficiency in the amount previously set aside, then the amount of such deficiency shall be added to the current requirement.

6.3. Depreciation Account. There shall be established a General Depreciation Account. Out of the revenues of the Project Revenue Account there shall be set aside each month into the General Depreciation Account an amount determined by the Common Council to be a proper and adequate amount for repair and depreciation of the Project.

6.4. Project Surplus Account. There shall be established the Project Surplus Account. Revenues remaining in the Project Revenue Account at the end of any fiscal year after all periodic transfers have been made therefrom as above required, shall be deemed to be surplus and shall be transferred to the Project Surplus Account. If at any time there shall exist any default in making any periodic transfer to the Project Debt Service Account, the Common Council shall authorize the City Finance Officer to rectify such default so far as possible by the transfer of money from the Project Surplus Account. If any such default shall exist as to more than one account or fund at any time, then such transfer shall be made in the order such funds and accounts are listed above.

When not required to restore a current deficiency in the Project Debt Service Account, moneys in the Project Surplus Account from time to time may be used for any of the following purposes and not otherwise:

- (a) To redeem and prepay the Revenue Bond when and as such Revenue Bond becomes prepayable according to its terms;

(b) To pay for repairs of or for the construction and installation of improvements or additions to the System; and, if the balances in the Project Debt Service Account and the Project Depreciation Account are sufficient to meet all payments required or reasonably anticipated to be made there from prior to the end of the then current fiscal year, then:

(c) To be held as a reserve for redemption and prepayment of any bonds of the System which are not then but will later be prepayable according to their terms; or

(d) To be used for any other authorized municipal purpose designated by the Common Council.

(e) No moneys shall at any time be transferred from the Project Surplus Account or any other account of the Fund to any other fund of the City, nor shall such moneys at any time be loaned to other municipal funds or invested in warrants, special improvements bonds or other obligations payable from other funds, except as provided in this Section.

SECTION 7. Approval of Paying Agent/Registrar. The Revenue Bond shall be payable at the office of The First National Bank in Sioux Falls, Sioux Falls, South Dakota, hereby designated as paying agent and registrar or its successor or assigns.

SECTION 8. Approval of Bond Counsel. Meierhenry Sargent LLP is hereby retained as Bond Counsel with respect to the Revenue Bond.

SECTION 9. Tax Matters. The Interest on the Revenue Bond shall be excludable from gross income for federal income tax purposes under the Internal Revenue Code of 1986, as amended (“the Code”) and applicable Treasury Regulations (the “Regulations”).

SECTION 10. Covenants. The City hereby covenants and agrees with the District and other owners of the Revenue Bond as follows:

10.1. The City will punctually perform all duties with reference to the Project, the System and the Revenue Bond required by the constitution and laws of the State of South Dakota and by this Resolution.

10.2. The City agrees and covenants that it will promptly construct the improvements included in the Project.

10.3. The City covenants and agrees that pursuant to Sections 25 through 27 of the Act, the lawful holders of the Revenue Bond shall have a statutory mortgage lien upon the Project and the extensions, additions and improvements thereto acquired pursuant to the Act, until the payment in full of the principal, interest and Administrative Surcharge on the Revenue Bond, and the City agrees not to sell or otherwise dispose of the System, the Project, or any substantial part thereof, except as provided in the Loan Agreement and shall not establish, authorize or grant a franchise

for the operation of any other utility supplying like products or services in competition therewith, or permit any person, firm or corporation to compete with it in the distribution of water for municipal, industrial, and domestic purposes within the City.

10.4. The City covenants and agrees with the District and other owners of the Revenue Bond that it will maintain the System in good condition and operate the same in an efficient manner and at a reasonable cost, so long as any portion of the Revenue Bond remains outstanding; that it will maintain insurance on the System for the benefit of the holders of the Revenue Bond in an amount which usually would be carried by private companies in a similar type of business; that it will prepare, keep and file records, statements and accounts as provided for in this Resolution and the Loan Agreement. The Revenue Bond shall refer expressly to this Resolution and the Act and shall state that it is subject to all provisions and limitations thereof pursuant to Section 19 of the Act.

SECTION 11. Depositories. The Finance Officer shall cause all moneys pertaining to the Funds and Accounts to be deposited as received with one or more banks which are duly qualified public depositories under the provisions of SDCL Ch. 4-6A, in a deposit account or accounts, which shall be maintained separate and apart from all other accounts of the City, so long as any of the Bonds and the interest thereon shall remain unpaid. Any of such moneys not necessary for immediate use may be deposited with such depository banks in savings or time deposits. No money shall at any time be withdrawn from such deposit accounts except for the purposes of the Funds and Accounts as authorized in this Resolution; except that moneys from time to time on hand in the Funds and Accounts may at any time, in the discretion of the City's governing body, be invested in securities permitted by the provisions of SDCL 4-5-6; provided, however, that the Depreciation Fund may be invested in such securities maturing not later than ten years from the date of the investment. Income received from the deposit or investment of moneys shall be credited to the Fund or Account from whose moneys the deposit was made or the investment was purchased, and handled and accounted for in the same manner as other moneys therein.

SECTION 12. Consent to Appointment. In the event of mismanagement of the Project, a default in the payment of the principal or interest of the Revenue Bond, or in any other condition thereof materially affecting the lawful holder of the Revenue Bond, or if the revenues of the Project are dissipated, wasted or diverted from their proper application as set forth in the Loan Agreement, Revenue Bond, or herein, the City hereby consents to the appointment of a receiver pursuant to Section 33 of the Act, and agrees that the receiver will have the powers set forth therein, and in Sections 34 and 35 of the Act to operate and administer the Project, and charge and collect rates as described therein.

SECTION 13. Severability. If any section, paragraph, clause or provision of this Resolution, the Loan Agreement, the Revenue Bond, or any other Loan Document shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Resolution or said Loan Agreement, Revenue Bond, or any other Loan Document.

SECTION 14. Repeal of Resolution. At such time as the Revenue Bond are defeased or paid in full, this Resolution and the special charge or surcharge shall automatically be repealed without any further action of the City.

SECTION 15. Authorization of City Officials. The Mayor, Finance Officer, City Attorney and City officials shall be and they are hereby authorized to execute and deliver for and on behalf of the City any and all other certificates, documents or other papers and to perform such other acts as they may deem necessary or appropriate in order to implement and carry out the actions authorized herein.

SECTION 16. Effective Date. This Resolution shall take effect on the 20th day following its publication, unless suspended by a referendum.

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

Action 17-107

Moved by Commissioner Johnson, seconded by Commissioner Maibaum, to adjourn into Executive Session at 7:44 p.m. to discuss Personnel and Contractual Matters under SDCL 1-25-2.

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

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

Roll Call: Present: Commissioners Carda, Ferdig, Hoffner, Johnson, Maibaum, and Sommer. City Attorney Den Herder and City Manager Nelson were also present. Absent: Commissioners Knoff and Miner. Quorum present.

Action 17-108

Moved by Commissioner Ferdig, seconded by Commissioner Johnson, to adjourn at 9:42 p.m.

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

C.N. Gross
Mayor

ATTEST:

Al Viereck
Finance Officer

**CHAMBER OF THE BOARD OF CITY COMMISSIONERS
YANKTON, SOUTH DAKOTA
APRIL 8, 2017, 10:00 A.M.
Special Meeting—Gathering Grounds, Discovery Church & Downtown Area**

Special Meeting of the Board of City Commissioners of the City of Yankton was called to order by Mayor Gross.

Roll Call: Present: Commissioners Carda, Hoffner, Johnson, and Sommer. City Manager Nelson was also present. Absent: Commissioners Ferdig, Knoff, Maibaum, and Miner, and City Attorney Den Herder.

Quorum present.

Design South Dakota presented their ideas and led an interactive discussion about the future of the downtown.

Commissioner Maibaum entered the meeting at 10:45 a.m.

No action was taken. No city business was discussed.

Action 17-97

Moved by Commissioner Sommer, seconded by Commissioner Johnson, to adjourn at 12:10 p.m.

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

Motion adopted.

C.N. Gross
Mayor

ATTEST:

Al Viereck
Finance Officer

Published April 12, 2017

**CHAMBER OF THE BOARD OF CITY COMMISSIONERS
YANKTON, SOUTH DAKOTA
SPECIAL MEETING - APRIL 17, 2017, 5:30 P.M.**

Special meeting of the Board of City Commissioners of the City of Yankton was called to order by Mayor Gross.

Roll Call: Present: Commissioners Carda, Ferdig, Johnson, Knoff, Maibaum, and Miner. City Manager Nelson was also present. Absent: Commissioners Hoffner, Sommer, and City Attorney Den Herder.

Quorum present.

Action 17-109

Moved by Commissioner Carda, seconded by Commissioner Miner, that the Canvass of the election returns of the Joint City of Yankton and Yankton School District 63-3 Election of Tuesday, April 11, 2017, be approved as follows:

OFFICIAL CANVASS SHEET
APRIL 11, 2017 MUNICIPAL ELECTION
CITY OF YANKTON

Vote Center		1	2	3	4	Provisional	Final
City Commissioner	City	4-H	JoDean's	Absentee	Total	Ballots	Total
Three Year Term	Hall	Building					
Tara J. Gill	224	53	150	434	470	2	472
Craig Sommer	290	56	234	53	633	2	635
Stephanie Moser	313	74	260	48	695	3	698
Chris Ferdig	331	73	256	52	712	3	715
Jake Hoffner	406	82	325	75	888	2	890
Total Number Voting	598	132	460	104	1294	4	1298

STATE OF SOUTH DAKOTA)
) SS
COUNTY OF YANKTON)

We, the undersigned City Commissioners of the City of Yankton, South Dakota, appointed as the Board of Canvassers because of our positions on the governing board in the jurisdiction of Yankton for the Municipal election held on the 11th day of April, 2017, hereby certify that the foregoing is a true abstract of the votes cast in the jurisdiction of Yankton at the election as shown by the returns certified to the person in charge of the election.

We further find and declare that Jake Hoffner, Chris Ferdig, and Stephanie Moser having received a majority of all votes cast in said election, for members of the Board of Commissioners are duly elected for a period of three years.

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

Action 17-110

Moved by Commissioner Carda, seconded by Commissioner Maibaum, to adjourn at 7:50 p.m.

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

Motion adopted.

C.N. Gross
Mayor

ATTEST:

Al Viereck
Finance Officer

Yankton - Bike Month

WHEREAS, the bicycle is an economical, healthy, convenient, and environmentally sound form of transportation and an excellent tool for recreation and enjoyment of Yankton's scenic beauty; and

WHEREAS, throughout the month of May, the residents of Yankton and its visitors will experience the joys of bicycling through educational programs, races, commuting events, charity events, or by simply getting out and going for a ride; and

WHEREAS, Yankton's road and trail system attracts bicyclists each year, providing economic health, transportation, tourism, and scenic benefits; and

WHEREAS, creating a bicycling-friendly community has been shown to improve citizens' health, well-being, and quality of life, growing the economy of Yankton, attracting tourism dollars, improving traffic safety, supporting student learning outcomes, and reducing pollution, congestion, and wear and tear on our streets and roads; and

WHEREAS, Yankton Parks and Recreation Department, BikeYankton, Kopetsky's Ace Hardware, the League of American Bicyclists, schools, police departments, public health districts, hospitals, companies and civic groups will be promoting bicycling during the month of May 2017; and

WHEREAS, these groups are also promoting bicycle tourism year round to attract more visitors to enjoy our local restaurants, hotels, retail establishments, and cultural and scenic attractions; and

WHEREAS, these groups are also promoting greater public awareness of bicycle operation and safety education in an effort to reduce collisions, injuries, fatalities and improve health and safety for everyone on the road; and

Now therefore, I, Charlie Gross, Mayor of Yankton, South Dakota, do hereby proclaim May 2017 as Bike Month in Yankton, and I urge all residents to join me in this special observance

Mayor C.N. Gross

April 24, 2017

Finance Officer Al Viereck

April 24, 2017

Arbor Day Proclamation

WHEREAS, In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

WHEREAS, Arbor Day is now observed throughout the nation and the world with the City of Yankton celebrating its 32nd year of being a Tree City USA; and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife; and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and

WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and

NOW, THEREFORE, I, C.N. Gross, Mayor of the City of Yankton, do hereby proclaim April 28, 2017 as

ARBOR DAY

in the City of Yankton, South Dakota, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

Further, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the City of Yankton, South Dakota, this 24th day of April, 2017.

April 24, 2017

April 24, 2017

Mayor C.N. Gross

Finance Officer Al Viereck



OFFICE OF THE CITY MANAGER

www.cityofyankton.org

VOL. 52, NUMBER 8

Commission Information Memorandum

The Yankton City Commission meeting on Monday, April 24, 2017, will begin at 7:00 pm.

Non-Agenda Items of Interest

1) Community Development Update

SMARTGov, the new permitting, code enforcement, and fire inspection web-based software, is anticipated to be online April 20. Staff has been working over the past several months to customize the software to our local needs. Community & Economic Development staff will be using the software to intake and track permits and inspections. Code enforcement and fire inspections will use the software as well to track and follow up on violations. Because the system is cloud based, all the features of the system can be accessed wherever an internet connection is available. That means inspections can be completed on mobile devices, and the results emailed while the inspector is onsite. It also allows staff to review all the permits pending or open cases at a particular location. Community & Economic Development staff anticipate digitizing many of the historical permitting and planning records to upload into the system. The volume of historical data is significant so the transition will take some time to complete, but once finished will allow for easier access to information.

2) Police Department Update

Yankton Police were notified that we will be hosting the State K-9 certifications in Yankton on May 9-10. A number of agencies will be in town for the training, which will occur at multiple sites. Sgt. Jason Foote will be spearheading the event.

Though it seems far off, we will begin the pre-planning of the NFAA 2018 Indoor Tournament on May 10 as well. A larger contingency of agencies; Federal, State and local will be in attendance. Due to the location of the NFAA, we've invited law enforcement from Nebraska to participate again this year.

Both Lieutenants are attending Phase 2 of Leadership in Police Organizations (LPO) in Pierre. This program is sponsored by SD Highway Patrol and trained using International Association of Chiefs of Police (IACP) trainers. The final phase will occur next month.

Chief Paulsen attended the South Dakota Chief's spring conference this week. The main educational topics were Officer Mental Health, Civil Disobedience and the processing/holding of evidence both physical and electronic.

Yankton Police received a Benedictine Service Grant for a Drug Drop off Box. It will be a huge benefit for the community to drop off unwanted drugs any day of the year. The Drug Drop off Box is anticipated to be up and running late May.

3) Human Resources Update

We closed on the advertising for the 28 hour position of Circulation Assistant at the Library. We received 14 applications and the Library Director is reviewing them for interview selection.

We have started advertising for a Police Officer hiring list. The deadline for application is April 29. The applicants will then receive a letter regarding a testing date. Applicants will first complete a written examination which is a 70 question test. Applicants who successfully complete the written test will be asked to perform a physical agility test which will include dragging a weighted dummy, climbing stairs, jumping through an open window, climbing fences, and sprinting. The physical agility is a pass/fail test. After the physical agility test, the successful applicants will be scheduled for a preliminary oral interview. Upon completion of the preliminary interview, successful applicants will be scheduled for a final interview at the Public Safety Center. The hiring list will be used in the event we have Police Officer vacancies to fill during the year.

We have filled the two – 14 hour Library Circulation Assistant positions at the Library. Brandi Bue started employment on April 11 and Emily Lincoln started employment on April 12.

4) Parks and Recreation Department Update

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

5) Information Services Update

Staff is working on a water plant construction cam for the public to view the progress of the project. In addition, we are looking at options for ongoing public Wi-Fi and park or river live cam.

6) Library Update

Enclosed in your packet is an update on the various activities in the Library.

7) Finance Update

The April 11 municipal election had a 15% voter turnout with 1,298 out of 8,604 active registered voters showing up at the polls. This was a slight increase from the 2014 turnout of 13.2%, the City's last election. There were a total of 104 absentee voters in this election compared to 101 in 2014. The election canvass was held Monday, April 17. The final vote tally for each candidate is as follows: Tara Gill-472 (14%), Craig Sommer-635 (19%), Stephanie Moser-698 (20%), Chris Ferdig-715 (21%), and Jake Hoffner-890 (26%). The commission's annual re-organizational meeting will be held May 8 with Hoffner, Ferdig, and Moser taking the Oath of Office.

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

Please see the enclosed Finance Monthly Report for March and the first quarter 2017 Revenues and Expenditures Report.

8) Fire Department Update

Eleven (11) applications were received for new membership in the Yankton Fire Department. Department staff and volunteers will soon interview selected applicants and make a selection of our new members. Once members are selected a background check and physical exam will be a condition of their offer of membership. New members will then be oriented and trained and serve a one year probationary period.

The Yankton Fire Department regretfully accepted the resignation of Don Cuka. Don has been an active member for 6 years. He will be missed.

9) Environmental Services Update

The parshall flume at the Wastewater Plant is cracking and beginning to deteriorate. It is currently used to measure the volumetric flow rate of the influent at the Wastewater Treatment Plant. The parshall flume accelerates flow through a contraction of both the parallel sidewalls and a drop in the floor at the flume throat. Under free-flow conditions the depth of water at specified location upstream of the flume throat can be converted to a rate of flow. The current parshall flume is a concrete structure with a fiberglass insert liner. The liner is cracked and bulging into the flume changing the flow rates. Equipment in the plant is based off of the flow measured by the flume. Staff is attempting to patch the flume but it will be a short term fix. This will be added to the CIP budget and will likely be part of a larger Wastewater Treatment Plant improvement project in the future.

John T. Jones is planning to mobilize for the Water Purification Expansion Project around May 15. Staff will be working with the contractor to schedule the preconstruction meeting and a public meeting around that time. Staff will also be working to coordinate a ground breaking ceremony.

A meeting was held with the contractor and subcontractors on the lift station project on April 17. At that meeting it was confirmed that the Variable Speed Drives(VFD's) onsite did not meet specifications and were rejected by the engineer. Gridor Construction will have to order new VFD's that meet specifications. This will delay the project 2-4 weeks depending on availability and delivery.

Staff has noticed an increase in distribution system water loss over the winter. Distribution staff has been attempting to locate any possible leaks in the system. Staff has located two service lines that were leaking into the storm sewer system. One leak has been repaired and the second is scheduled to be repaired. Staff will continue to monitor the distribution system and water loss.

10) Public Works Department Update

The 2017 City Wide Cleanup is complete. The Transfer Station was open for resident drop off from March 18 through April 15. Also, the Street Department picked materials left out for curbside pickup from April 3-12. Attached to this CIM is a summary of materials hauled and the total cost for this year's Annual City Wide Cleanup. Also included for comparison, are the results of the 2015 cleanup event.

Delivery of the new solid waste and recycle roll carts began on Monday April 17. The distribution crew started with Friday's garbage route, and will continue to work through each collection day route in an easterly direction. The new roll carts are delivered with an informational packet introducing the new system and residents may begin using their new carts immediately. Residents are encourage to repurpose their existing garbage and recycle containers. Those residents that do not wish to repurpose their old containers may place them out with their regular garbage or take them directly to the Transfer Station to be disposed of.

After Hours Yard Waste Disposal – Beginning May 1, 2017 the City of Yankton Transfer Station's new after-hours yard waste disposal area will be open for the public to dispose of grass, leaves, and small sticks during the hours the Transfer Station is not open. Access to the after-hours yard waste disposal area will be the east entrance to the Transfer Station, which is just to the west of the rail road tracks on 23rd Street. Only grass, leaves, and small sticks will be accepted at the after-hours yard waste disposal area. Please keep materials such as garbage, trash bags, batteries, rocks, concrete, and any other items out of the yard waste. Customers are to empty all leaves and grass from garbage bags and may dispose of the empty bags in the onsite dumpsters. Yard waste may also be disposed of at the Transfer Station

during regular business hours, Monday through Saturday, 8:00 am to 3:45 pm. Questions may be directed to the City of Yankton Transfer Station at 668-5212.

Enclosed with this packet is the bid advertisement for the annual supply of transport and tank wagon petroleum products.

Although the recent rains have hindered the construction efforts on Highway 50, progress continues. According to a representative from D&G Construction, they anticipate having the stretch of road from the bridge to 7th Street ready for base course within the next couple weeks. This would enable them to pave the first couple hundred feet, east of the bridge in three weeks.

Preconstruction and neighborhood meetings for 25th Street were held on April 13. Start date for the project is tentatively the week of April 24. The completion date for the project is 60 days from construction start. Weather permitting it is very likely that the construction will be completed before the completion date. The local residents were notified of the project scope and schedule. All of them were understanding and accepting of the proposal.

Missouri River Events in May

Missouri River Watershed Education Festival will be held on Thursday, May 4, 2017 at Riverside Park for registered area schools. Students will attend six 15 minute sessions during the morning. Some of the sessions are hands on, showing students how to identify factors that can cause changes in stability of populations, communities and ecosystems along the Missouri River. A look at the historical and cultural aspects of the Missouri River will also be presented in the forms of reenactment and tribal lore. 424 area students are registered to attend.

The National Park Service along with the City of Yankton will be conducting the 14th Annual Missouri River Cleanup on May 6, 2017 meeting at Riverside Park boat ramp picnic shelter at 8:00 am for registration, coffee and doughnuts. All volunteers will be issued official T-shirts. Boats from the National Park Service and partner agencies will transport volunteers to and from cleanup sites along the river. The cleanup will end at noon with a lunch of bratwursts, chips, and cold drinks.

11) Monthly reports

Joint Powers Solid Waste monthly reports are included for your review. Minutes from the Airport Advisory Board are also 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 Nelson
City Manager

Commission Information Memorandum

PARKS AND RECREATION DEPARTMENT

SUMMIT ACTIVITIES CENTER and RECREATION PROGRAMS

1st - half of April information:

Fitness Classes-	
Early Bird Boot Camp class	29 participants
Power Abs	69 participants
Prime Time Senior class	28 participants
Tabata class	77 participants
TNT class	59 participants
Water aerobics	177 participants
Work-Out Express class	48 participants
Yoga classes	92 participants
Zumba class	39 participants

Rentals-

o Birthday rentals-	8 parties
o SAC courts-	32 hours
o Theater-	5 hours
o Meeting rooms-	6 hours
o City Hall courts-	4 hours
o Capital Building-	1 dates
o Riverside shelters-	0 rentals
o Memorial shelters-	0 rentals
o Westside shelter-	0 rentals
o Rotary outdoor classroom-	0 rentals
o Sertoma shelter-	0 rentals
o Tripp shelter-	0 rentals
o Meridian Bridge	0 rental

SAC members-	2,222 people
SAC memberships-	922
SAC attendance-	2,847 visits
New members-	10 people

Sonya Wattier has been hired as the Recreation Coordinator for the department. She began with the Recreation Department on Wednesday, April 12.

Saturday, April 1- SAC Spring Swim Lessons Started. 30 participants.

Saturday, April 1 and Sunday, April 2- Pacesetter Basketball Tournament held in the main gym and auxiliary gym.

Friday, April 7 to Sunday, April 9- Red Cross Lifeguard Training Course held at the SAC. 13 participants.

Thursday, April 13- No School Special. 18 paid participants. Members are free.

Friday, April 11- No School Special. 11 paid participants. Members are free.

Summer Recreation Sign-Up began for SAC Members on Monday, April 17. On-line registration for the general public began on Tuesday, April 18 at 11:00am.

Brittany LaCroix is planning Yankton Bike Month for the month of May.

Brittany LaCroix is involved with the kids' inflatables for the Ribfest event for 2017.

P&R Department CIM

Page 1 of 2

Todd and Brittany LaCroix have been attending the Fireball Run organizational meetings.

Todd and Brittany LaCroix are working on the fireworks order for July 4, 2017.

Brittany LaCroix has been meeting with Mollie Grey, part-time downtown coordinator, in regards to Downtown Events for the spring, summer, and fall 2017 seasons.

Brittany LaCroix has all the musical acts booked for the 2017 Music at the Meridian concert series for this summer. It will be the Thursdays in July and the first three Thursdays in August, including the Thursday before Riverboat Days. Please check out the Music at the Meridian Facebook Page.

PARKS

Brittany LaCroix worked with the Missouri Valley Christian Academy on Friday, April 7, for their day of service to remove litter from different City properties. This is the second year Brittany has worked with this group.

Todd was a part of the organizing group for the Design South Dakota project that presented “what could be” for the downtown in the future.

Todd is working with an interested group that would like to fund native flower and grass plantings (pollinator plots) out around the dog park and community garden. This planting project is being scheduled for the beginning of May in 2018. The areas will be mowed throughout 2017 and sprayed with round-up in the fall to prepare for the spring plantings.

Riverside Park Play Structure install began April 10th; it continues April 19th thru 21st ; and finishes April 24th – 28th. Turf under the play structure will be installed the first week in May. This is all contingent upon the weather allowing for the work to be completed.

The Parks Department has started to prepare the Fantle Memorial Pool for the summer swimming season in 2016.

The Parks Department is working with the Street Department and Yankton Search and Rescue to find a date and time to install the renovated floating dock at Riverside Park.

The ball fields at Memorial Park, Sertoma Park, Summit Activities Center, and Riverside Park are being dragged and prepared each weekday according to game schedules submitted to the Parks Department.

FOX RUN GOLF COURSE

Over 200 kids attended Fox Run's first Ever Easter Egg Hunt on Friday evening, April 14! It was a much larger turnout than was anticipated. Face painting, coloring, photos with the Easter Bunny, and an egg-hunt for those 5 and under while also having a separate egg hunt for those 6 and older took place.

Golf Leagues began the week of April 17. Couples league will start in May

Tom Jeffers and a group of Fox Run patrons are working to organize the Fox Run Pro-Am for 2017.

Yankton Community Library
Director's Report
April 2017

March Statistics

Please see the attached documents for Program, Usage, and Circulation statistics.

Food for Fines

We collected 108 boxes of macaroni and cheese in March! We are currently accepting hamburger/tuna helper, with all donations going to the Contact Center, and already have several boxes.

Teen Tech Tutors

We had 6 participants on March 18 for Teen Tech Tutors. We will have it again on April 15, from 1-3 p.m. This will be our last session before the summer break. The people who use it are so appreciative and we are so appreciative to the students for volunteering.

Unplug, Unwind, Craft

March's craft class was a hit once again. We had 17 participants and the activity was "Zembroidery". Our next class is April 18 at 6 pm and we are doing "Fun and Fancy Lettering".

Seed Library

The Seed Library had a class on composting in March. Seed Library classes continue to be well attended. On April 11 they will be having classes at 1:00 and 6:30 with seedlings in conjunction with Modern Woodmen. The new process for checking out the seeds went very smoothly in March and we will be training Linda and Dana on the new procedure on the 11th.

Friends of the Library Update

The Friends' March local book author book signing went very well. The weather wasn't the best, but most everyone was pleased with the turnout, including the invited authors who sold some books. The Friends will next be turning their attention to their Annual Meeting this month for election of officers and then onto Gourmet Guys, which is scheduled for October 7. The Friends has approved funding for a new bench for us, a kids "exploration station", and our two large summer reading performers.

Teen Events

We had a "Brush Bots" event in March for the teens where they created robots out of electric tooth brushes. We had 10 attendees and they seemed to enjoy the activity. On April 21st we are having our "After Hours" teen event; we already have six teens signed up.

National Library Week

It's National Library Week! To celebrate, we made a video which we will show at the meeting and is also available on our website and Facebook page. We also brought back a version of "Dial-A-Story" on our website and created an infographic highlighting services we provided in 2016. Lastly, we are having our 5th annual Read-A-Thon in celebration of Beverly Cleary's birthday on April 12th.

Watchlists

Linda has gotten the catalog "watchlist" feature working and we are so excited! The premise is that if you have authors you are interested in following, you can sign up to be emailed when their items are added to our collection. It hasn't worked since we converted and Linda troubleshooted the problem and solution in March.

Staffing Update

Just today, we officially filled the two open 14 hour positions. I believe we had over 20 applications and ended up interviewing several candidates. The two new employees will begin on April 11th and 12th. We are excited to have them on board! We are also currently advertising for a 28 hour position. That position closes April 12th and we will start reviewing applications right away. Hopefully we will be all staffed up by summer!

Annual Report

I submitted the annual report to the South Dakota State Library last week.

May Meeting

The May meeting is scheduled for May 10, 2017 at 5:30 p.m.

March Additions: 242

	Adult	YA	JR	Easy
Fiction	125	7	6	9
Nonfiction	51	0	2	6
DVD	25	-	1	-
Audiobooks	7	1	0	0
Music CD's	0	-	0	-
Book Club Bags	2	-	-	-
Professional	0	-	-	-
Total	210	8	9	15

March 2017 Program Statistics

Recurring Programs	Date	Time	Kids	Adults
Toddler Time	Mar. 7	10:15 AM	18	10
	Mar. 7	5:30 PM	10	8
	Mar. 14	10:15 AM	16	10
	Mar. 14	5:30 PM	13	9
	Mar. 21	10:15 AM	18	12
	Mar. 21	5:30 PM	11	8
	Mar. 28	10:15 AM	15	12
	Mar. 28	5:30 PM	12	9
Total:			113	78

Adult Programs	Date	Time	Num.
Chess Sundays	Mar. 5	2:00 PM	0
Chess Sundays	Mar. 12	2:00 PM	3
Teen Tech Tutors	Mar. 18	1:00 PM	6
Oscar Weekend 2	Mar. 18		27
Oscar Weekend 2	Mar. 19		25
Chess Sundays	Mar. 19	2:00 PM	8
Craft Night	Mar. 21	6:00 PM	17
Chess Sundays	Mar. 26	2:00 PM	9
Total:			95

Story Time	Mar. 1	10:15 AM	1	1
	Mar. 2	10:15 AM	17	10
	Mar. 6	6:30 PM	12	9
	Mar. 8	10:15 AM	6	5
	Mar. 9	10:15 AM	16	9
	Mar. 13	6:30 PM	8	6
	Mar. 15	10:15 AM	6	4
	Mar. 16	10:15 AM	13	9
	Mar. 20	6:30 PM	6	5
	Mar. 22	10:15 AM	7	5
	Mar. 23	10:15 AM	13	11
	Mar. 27	6:30 PM	6	4
Mar. 29	10:15 AM	4	5	
Mar. 30	10:15 AM	15	11	
Total:			130	94

Seed Library	Date	Time	Num.
Class	Mar. 14	1:00 PM	25
Class	Mar. 14	6:30 PM	19
Total:			44

Food for Fines		
Mac & Cheese	March 1-10	108

Book Clubs	
Overreader's Anonymous	March 12
Reader's Anonymous	March 14
Between the Lines	March 28

Thursday Kids Activities				
Dr. Seuss Birthday	Mar. 2	3:45 PM	35	11
LEGO Club	Mar. 9	3:45 PM	11	4
Science Club	Mar. 16	3:45 PM	11	2
Moana	Mar. 23	3:45 PM	9	2
Total:			66	19

Friday Wii	Mar. 3	3:30 PM	2	
	Mar. 10	3:30 PM	8	
	Mar. 17	3:30 PM	4	
	Mar. 24	3:30 PM	6	
	Mar. 31	3:30 PM	4	
Total:			24	

Teen Events				
TAB	Mar. 6	7:00 PM	7	
Teen Event: Robotics	Mar. 18	2:00 PM	10	
Total:			17	

March Usage & Circulation Statistics

Total Circulation Statistics*

	2017	2016
Adult	8,758	9,301
Juvenile	4,439	5,665
Total	13,197	15,066

*Includes physical collection, ILL, and eBooks

Physical Collection Circulation

	2017	2016
Adult	7,474	8,294
Juvenile	4,082	5,137
Total	11,556	13,431

Interlibrary Loan

	2017	2016
Requested	91	
Supplied	128	
Total	219	

eBook Circulation

	2017	2016
OverDrive	1,065	1007
TumbleBooks	357	528
Total	1,422	1,535

Courier

	2017	2016
Total Incoming	404	250
Total Outgoing	365	297
Grand Total	769	547

Adult Outreach

	2017	2016
Locations	11	11
Patrons	36	30
Circulations	246	162

Daycare Outreach

	2017	2016
Locations	19	25
Patrons	199	
Circulations	491	

Public Computer Use

	2017	2016
Uses	1,486	1,534
Hours	997.17	916.75

Meeting Room Use

	2017	2016
Library Uses	40	41
Library Hours	100.0	58.5
Non-Library Uses	21	13
Non-Library Hours	40.0	91.5

Study Room Use

	2017	2016
Uses	33	27
Hours	59.0	42.0

Notary

	2017	2016
Requests	1	2

Proctor

	2017	2016
Tests	19	17

Traffic

	2017	2016
Count	22,793	12,743

Computer Assistance

	2017	2016
Patrons	393	

Genealogy Requests

	2017	2016
Patrons	0	
Hours	0.0	

Teacher Requests

	2017	2016
Patrons	4	6

Current Cards

	2017	2016
Resident	4,309	4,143
Non-Resident	221	211
Mount Marty	21	21
Teacher	79	77
Yankton County	876	829
Total	5,506	5,281

Yankton County

	Cards	Adults	Kids
New Cards			
Renewals			

Non-Resident

	Cards	Adults	Kids
New Cards			
Renewals			

Yankton Community Library • April 2017

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	April 1: Friends Book Sale 9:30 - 12 pm
2	3 Story Time 6:30 pm TAB, 7 pm	4 Toddler Time 10:15 am/5:30 pm	5 Story Time & sensory play, 10:15a	6 Story Time & sensory play, 10:15a Craft Day, 3:45 pm	7 Wii, 3:30 pm	8
9 National Library Week! Apr. 9-15 <i>Fantastic Beasts & Where to Find Them</i> , 2 pm	10 Story Time 6:30 pm	11 Toddler Time 10:15 am/5:30 pm Readers Anon., 1p Seed Library Class 1/6:30 pm	12 Story Time & sensory play, 10:15a Library Board Meeting, 5:30 pm	13 Story Time & sensory play, 10:15a LEGO Club, 3:45p	14 Wii, 3:30 pm	15 National Library Week! Apr. 9-15 Teen Tech Tutors, 1-3p
16 Library Closed	17 Story Time 6:30 pm	18 Toddler Time 10:15 am/5:30 pm Unplug, Unwind, Craft, 6 pm	19 Story Time & sensory play, 10:15a	20 Story Time, 10:15a Science Club, 3:45p Library Foundation Meeting, 5:30 pm	21 Wii, 3:30 pm Teen Event AFTER HOURS!	22
23	24 Story Time 6:30 pm	25 Toddler Time 10:15 am/5:30 pm Between the Lines, 5:30 pm	26 Story Time & sensory play, 10:15a	27 Story Time & sensory play, 10:15a Sing (PG), 3:45 pm	28 LifeServe Blood Drive, 9a - 1p Wii, 3:30 pm	29
30 <i>Sean Gaskell</i> <i>West African Kora Musician</i> <i>GAR Hall, 2 pm</i>	515 Walnut Street — 605-668-5275 http://library.cityofyankton.org — library@cityofyankton.org Find us on Facebook & Instagram (@yanktoncommunitylibrary)! Hours: Monday-Thursday, 9a-8p; Friday-Saturday, 9a-5p; Sunday, 1p-5p					Food for Fines Tuna or Hamburger Helper April 1-10

Yankton Community Library • May 2017

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
"Food" for Fines Paper Products May 1-10	1 Children's Book Week →	2 Kindergarten Screening	3 Kindergarten Screening	4 "May the 4th Be With You" Day Craft Day, 3:45 pm	5 Wii, 3:30 pm	6 Friends Book Sale 9:30 - 12 pm
7	8 TAB, 7 pm	9 Readers Anon., 1p Seed Library Class 1/6:30 pm	10 LEGO Club, 3:45 pm Library Board Meeting, 5:30 pm	11 Youth Seed Library Class, 3:45/6 pm	12 Wii, 3:30 pm	13
14	15	16 Readers Anon., 1p	17	18 Science Club, 3:45p	19 Wii, 3:30 pm	20
21	22 Babysitting Clinic	23 Babysitting Clinic Between the Lines, 5:30 pm	24 Babysitting Clinic	25 Babysitting Clinic Movie, 3:45 pm	26 Wii, 3:30 pm	27
28 Library Closed	29 Library Closed	30 <i>Summer Hours Begin</i>	31	515 Walnut Street — 605-668-5275 http://library.cityofyankton.org — library@cityofyankton.org Find us on Facebook & Instagram (@yanktoncommunitylibrary)! Winter Hours: Mon.-Thurs., 9a-8p; Fri.-Sat., 9a-5p; Sun., 1p-5p		

FINANCE MONTHLY REPORT

Activity	MAR 2017	MAR 2016	MAR 2017 YTD	MAR 2016 YTD
UTILITY BILLING:				
Water				
Water Sold (in gallons per 1,000)	40,095	39,501	128,112	122,863
Water Billed	\$366,792.86	\$337,917.34	\$1,147,635.85	\$1,036,332.33
Basic Water Fee/Rate per 1000 ga	\$18.81/\$5.39	\$15.91/\$5.23		
Number of Accounts Billed	5,187	5,137	15,595	15,442
Number of Bills Mailed	5,187	5,137	15,595	15,442
Total Meters Read	5,624	5,557	16,862	16,660
Meter Changes/pulled	1	4	9	11
Total Days Meter Reading	1	1	3	3
Misreads found prior to billing	0	0	0	0
Customers requesting Rereads	0	0	0	0
Sewer				
Sewer Billed	\$268,357.85	\$250,614.64	\$835,067.47	\$788,275.55
Basic Sewer Fee/Rate per 1000 ga	\$9.23/\$5.59	\$8.79/\$5.32		
Solid Waste				
Solid Waste Billed	\$94,957.21	\$79,714.90	\$285,145.35	\$239,347.43
Basic Solid Waste Fee	\$20.18	\$17.13		
Total Utility Billing:	\$730,107.92	\$668,246.88	\$2,267,848.67	\$2,063,955.31
Adjustment Total:	(\$1,061.27)	(\$6,794.23)	(\$1,486.49)	(\$7,235.64)
Misread Adjustments	\$0.00	\$0.00	\$0.00	\$0.00
Other Adjustments	(\$981.27)	(\$6,524.23)	(\$1,026.49)	(\$6,525.64)
Penalty Adjustments OFF	(\$100.00)	(\$300.00)	(\$480.00)	(\$740.00)
Penalty Adjustments ON	\$20.00	\$30.00	\$20.00	\$30.00
New Accounts/Connects	37	40	145	135
Accounts Finaled/Disconnects	34	40	146	147
New Accounts Set up	1	2	21	5
Delinquent Notices	313	383	1072	1184
Doorknockers	123	130	417	365
Delinquent Call List	82	95	258	260
Notice of Termination Letters	8	17	38	31
Shut-off for Non-payment	2	8	15	15
Delinquent Notice Penalties	\$3,130.00	\$3,830.00	\$10,720.00	\$11,840.00
Doorknocker Penalties	\$1,230.00	\$1,300.00	\$4,170.00	\$3,650.00
Other Office Functions:				
Interest Income	\$26,656.50	\$11,972.38	\$70,786.50	\$34,047.01
Interest Rate-Checking Account	1.06%	0.69%		
Interest Rate-CDs	N/A	N/A		
# of Monthly Vendor Checks	172	185		
Payments Issued to Vendors	\$2,032,825.92	\$2,156,952.92	\$5,073,194.55	\$5,438,207.01
# of Employees on Payroll	212	210		
Monthly Payroll	\$410,835.33	\$400,054.21	\$1,266,924.86	\$1,231,409.89

	01Jan2017 31Mar2017	01Jan2016 31Mar2016	YTD 2017	YTD 2016
101 General Fund				
Revenues	2,069,859.07	2,083,887.15	2,069,859.07	2,083,887.15
Expenditures	2,026,194.09	1,885,450.79	2,026,194.09	1,885,450.79
201 Parks				
Revenues	2,484.24	2,114.58	2,484.24	2,114.58
Expenditures	270,504.72	170,951.64	270,504.72	170,951.64
202 Memorial Pool				
Revenues	77.63	40.06	77.63	40.06
Expenditures	2,530.22	1,386.21	2,530.22	1,386.21
203 Summit Activity Center				
Revenues	116,774.46	118,018.51	116,774.46	118,018.51
Expenditures	127,048.97	120,473.52	127,048.97	120,473.52
204 Marne Creek				
Revenues	89.25	109.96	89.25	109.96
Expenditures	46,470.52	(21,930.43)	46,470.52	(21,930.43)
205 Casualty Reserve				
Revenues	92.64	63.34	92.64	63.34
Expenditures				
207 Bridge and Street				
Revenues	61.12	141.57	61.12	141.57
Expenditures	2,240.00	12,707.50	2,240.00	12,707.50
211 Lodging Sales Tax				
Revenues	95,292.97	94,869.69	95,292.97	94,869.69
Expenditures	215,152.50	143,215.75	215,152.50	143,215.75
241 Infrastructure Improvement				
Revenue	44,014.86	3,607.78	44,014.86	3,607.78
Expenditures				
501-504 Improvements/Capital				
Revenues		59,905.87		59,905.87
Expenditures	13,510.75	99,392.93	13,510.75	99,392.93
506 Special Capital Improvements				
Revenues	613,467.84	577,135.28	613,467.84	577,135.28
Expenditures	472.82	304,937.34	472.82	304,937.34
509 TID #2 Morgan Square				
Revenues				
Expenditures				
601-604 Water				
Revenues	2,450,818.93	6,883,416.66	2,450,818.93	6,883,416.66
Expenditures	1,334,504.45	630,088.56	1,334,504.45	630,088.56
611 Wastewater				
Revenues	836,313.42	781,041.91	836,313.42	781,041.91
Expenditures	1,503,780.32	1,053,063.01	1,503,780.32	1,053,063.01
621 Cemetery				
Revenues	7,222.13	3,808.25	7,222.13	3,808.25
Expenditures	17,008.24	15,950.03	17,008.24	15,950.03
631 Solid Waste Collection				
Revenues	1,000,031.71	237,433.63	1,000,031.71	237,433.63
Expenditures	313,557.66	262,356.86	313,557.66	262,356.86
637 Joint Powers Landfill				
Revenues	254,805.53	233,565.53	254,805.53	233,565.53
Expenditures	247,411.79	233,985.69	247,411.79	233,985.69
641 Fox Run Golf Course				
Revenues	138,992.09	198,599.18	138,992.09	198,599.18
Expenditures	213,598.21	164,406.05	213,598.21	164,406.05

Publishing Dates: April 13th & 17th, 2017

ADVERTISEMENT FOR BIDS

Notice is hereby given that the City of Yankton, South Dakota, will receive bids for the **21st Street Reconstruction from Summit Street to the Railroad Right-of-Way.**

The project includes the following major construction items:

Removal of Asphalt Pavement	2505	SY
8" PCC Pavement	2470	SY
6" Sidewalk	3930	SF
6" Aggregate Base Course	2597	SY
And Other Miscellaneous Items		

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

Sealed bids will be received for the City Commission of the City of Yankton, South Dakota, at the office of the City Finance Officer of said City until 3:00 PM or may be hand delivered to the place of opening at 3:00 PM on the 10th day of May, 2017, at which time they will be publicly opened and read in the Second Floor Meeting Room located at 416 Walnut Street in Yankton, South Dakota. Disposition of said bids is expected to be held on the 22nd day of May, 2017, after 7:00 PM, in the Technical Education Center at 1200 W. 21st Street, Yankton, South Dakota.

Drawings, Specifications and Contract Documents may be obtained at the City Engineer's Office, 416 Walnut Street, Yankton, SD, 57078, or by calling 605-668-5251.

The Bidder to whom the contract is awarded will be required to furnish a construction performance bond and a construction payment bond to the OWNER in the amount of one hundred percent (100%) of the contract award for each bond, in conformance with the requirements of the Contract Documents. The construction performance bond and construction payment bond shall remain in full force until the completion of the Contract as specified in the General Conditions.

Each Bid must be accompanied by a certified check, cashier's check or draft in the amount of 5% of the base bid and all add alternates and drawn on a State or National Bank or a 10% bid bond issued by a surety authorized to do business in the State of South Dakota and made payable to the City of Yankton.

The bid guarantee will be retained by the OWNER as liquidated damages if the successful bidder refuses or fails to enter into an Agreement within ten (10) days after Notice of Award or fails at time of executing the contract to furnish a construction performance bond and construction payment bond guaranteeing the faithful performance of the work.

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

Adam Haberman, Public Works Director
City of Yankton, South Dakota

Publishing Dates: TBD

NOTICE TO BIDDERS

Sealed bids will be received by the City Commission of the City of Yankton, South Dakota, at 416 Walnut Street, Yankton, South Dakota, at the Office of the City Finance Officer of said City until 3:00 P.M. or may be hand delivered to the place of opening at 3:00 P.M. on the TBD, at which time they will be publicly opened and read in the Second Floor Meeting Room of City Hall, Yankton, South Dakota. Disposition of said bid will be held on the TBD at 7:00 P.M. in the City of Yankton Community Meeting Room located in the Technical Education Center at 1200 W. 21st Street, Yankton, South Dakota.

Bids will be received on the following:

ANNUAL SUPPLY OF TRANSPORT – TANKWAGON PETROLEUM PRODUCTS

Copies of the specifications may be obtained at the Office of the Manager of Public Works, 700 Levee Street, Yankton, South Dakota 57078 or by telephoning (605) 668-5211.

All bids must be submitted on forms provided by the City of Yankton.

The City of Yankton, South Dakota reserves the right to reject any or all bids and to waive any informalities therein to determine which is the best and the lowest bid, and to approve the bond, if required.

Adam Haberman, PE
Director of Public Works
City of Yankton,
South Dakota

Dated: TBD

-THE CITY OF YANKTON IS AN EQUAL OPPORTUNITY EMPLOYER-

Memorandum

To: Amy Nelson, City Manager
From: Corey Potts, Public Works Manager
Subject: Annual City Wide Cleanup Summary
Date: April 18, 2017

The 2017 City Wide Cleanup is complete. The Transfer Station was open for resident drop off from March 18-April 15 during regular business hours. Also, the Street Dept. picked materials left out for curbside pickup from April 3-April 12.

Attached to this memorandum is a summary of materials hauled and the total cost for this years' Annual City Wide Cleanup. Also included for comparison are the results of the 2016 cleanup effort.

2016
Citywide Clean Up Summary

Route	Type of Material Hauled By City Crews											
	Transfer			Wood			Concrete			Metal		
	No. Loads	Tons	Tipping Fee	No. Loads	Tons	Tipping Fee	No. Loads	Tons	Tipping Fee	No. Loads	Tons	Tipping Fee
Monday- 2 days	57	46.08	\$2,488.32	40	51.71	\$285.98						
Tuesday- 3 days	85	62.18	\$3,357.72	36	26.32	\$161.19						
Wednesday- 2 days	68	67.12	\$3,628.38	22	21.48	\$124.37						
Thursday- 1 day	35	38.01	\$2,064.42	18	19.48	\$114.08						
Friday- 1-1/2 dayS	32	32.4	\$1,749.70	17	12.91	\$71.79				7	6.01	
Subtotal	277	245.79	\$13,288.54	133	131.9	\$757.41	0	0	\$0.00	7	6.01	\$0.00
Type of Material Hauled By City Residents												
Saturday 04-09-16	126	30.7	\$2,127.12	47	8.59	\$263.40				4		\$49.50
Monday 04-11-16	73	13.86	\$1,103.58	40	7.04	\$220.44				1		\$5.50
Tuesday 04-12-16	33	9.66	\$661.68	23	3.45	\$126.50	1	0.82	\$5.50	1		\$5.50
Wednesday 04-13-16	35	8.31	\$608.52	22	1.41	\$77.00						
Thursday 04-14-16	50	10.51	\$847.44	23	2.55	\$126.50						
Friday 04-15-16	48	10.6	\$795.84	10	0.52	\$55.00				5		\$27.50
Saturday 04-16-16	88	18.52	\$1,397.52	28	4.08	\$154.00				4		\$49.50
Subtotal	453	102.16	\$7,541.70	193	27.64	\$1,022.84	1	0.82	\$5.50	15	0	\$137.50
Total	730	347.95	\$20,830.24	326.00	159.54	\$1,780.25	1.00	0.82	\$5.50	22.00	6.01	\$137.50

Total Cost of Citywide Clean-up

	Hours	O/T	Amount
Labor	980	75	\$30,988.69
Equipment	820.5		\$42,045.72
Tipping Fee			\$22,753.49
Total			\$95,787.90
Less iron sold at Yankton Metals			\$469.70
Total			\$95,318.20

2017 Citywide Clean Up Summary

Route	Type of Material Hauled By City Crews			Concrete			Metal			Wood		
	No. Loads	Transfer Tons	Tipping Fee	No. Loads	Tons	Tipping Fee	No. Loads	Tons	Tipping Fee	Loads	Tons	Old Tipping fee
Monday- 2 days	37	38.49	\$2,114.46							37	35.89	\$ 197.40
Tuesday- 3 days	43	28.93	\$1,562.22	1	7.44	\$40.92				43	40.59	\$ 223.25
Wednesday- 1 day	42	32.91	\$1,777.14							19	11.05	\$ 60.78
Thursday- 1 day	40	30.72	\$1,666.20							18	22.5	\$ 123.75
Friday- 1 day	18	9.96	\$537.84							14	12.44	\$ 68.42
<i>Subtotal</i>	180	141.01	\$7,657.86	1	7.44	\$40.92	0	0	\$0.00	131	122.47	\$ 673.59
Type of Material Hauled By City Residents												
3/18 thru 3/24/17	197	39.94	\$2,700.12				5		\$27.50			
3/25/ thru 3/31/17	206	41.14	\$3,074.49				1		\$5.50			
4/1 thru 4/7/17	298	65.2	\$4,581.67				3	0.14	\$16.50			
4/8 thru 4/15/17	401	85.31	\$6,222.84									
<i>Subtotal</i>	1102	231.59	\$16,579.12	0	0	\$0.00	9	0.14	\$49.50			
Total	1282	372.6	\$24,236.98	1.00	7.44	\$40.92	9.00	0.14	\$49.50	131	122.47	\$ 673.59

	Total Cost of Citywide Clean-up		Amount	Amount including wood w/old tipping fee (for comparison)
	Hours	O/T		
Labor	986.5	80	\$32,270.46	\$32,270.46
Equipment	796		\$38,807.72	\$38,807.72
Tipping Fee			\$24,327.40	\$25,000.99
<i>Total</i>			\$95,405.58	\$96,079.17
Less iron sold at Jensen's			\$575.80	\$575.80
Total			\$94,829.78	\$96,654.97

Joint Powers Solid Waste Authority
Financial Report Thru March 31, 2017

Description	Yankton Transfer	Vermillion Landfill	Total Joint	3 Month Budget	Legal 2017 Budget
Joint Power Transfer/Landfill					
<i>Total Revenue</i>	\$226,440.19	\$141,751.13	\$368,191.32	\$464,756.25	\$1,859,025.00
<i>Expenses:</i>					
Personal Services	60,008.10	82,372.55	142,380.65	159,334.75	637,339.00
Operating Expenses	53,579.01	75,619.45	129,198.46	188,804.25	755,217.00
Depreciation (est)	33,852.57	66,279.24	100,131.81	105,435.25	421,741.00
Trench Depletion	0.00	24,580.77	24,580.77	39,312.50	157,250.00
Closure/Postclosure Resrv	0.00	1,726.00	1,726.00	2,137.50	8,550.00
Amortization of Permit	0.00	226.10	226.10	280.00	1,120.00
<i>Total Operating Expenses</i>	147,439.68	250,804.11	398,243.79	495,304.25	1,981,217.00
<i>Non Operating Expense-Interest</i>	0.00	11,485.63	11,485.63	28,300.00	113,200.00
<i>Landfill Operating Income</i>	79,000.51	(120,538.61)	(41,538.10)	(58,848.00)	(235,392.00)
Joint Recycling Center					
<i>Total Revenue</i>	28,365.34	37,025.53	65,390.87	57,268.75	229,075.00
<i>Expenses:</i>					
Personal Services	5,008.32	45,391.53	50,399.85	53,082.50	212,330.00
Operating Expenses	5,809.12	13,076.02	18,885.14	29,909.25	119,637.00
Depreciation (est)	10,060.20	9,699.24	19,759.44	19,712.50	78,850.00
<i>Total Operating Expenses</i>	20,877.64	68,166.79	89,044.43	102,704.25	410,817.00
<i>Non Operating Expense-Interest</i>	0.00	0.00	0.00	0.00	0.00
<i>Recycling Operating Income</i>	7,487.70	(31,141.26)	(23,653.56)	(45,435.50)	(181,742.00)
<i>Total Operating Income</i>	\$86,488.21	(\$151,679.87)	(\$65,191.66)	(\$104,283.50)	(\$417,134.00)
Tonage in Trench:	<u>3/31/2016</u>	<u>3/31/2017</u>			
Asbestos	37.40	13.84	13.84	11.25	45.00
Centerville	63.42	59.65	59.65	66.25	265.00
Beresford	301.13	288.81	288.81	156.25	625.00
Clay County Garbage	2,987.50	2,449.63	2,449.63	3,300.00	13,200.00
Elk Point	242.90	250.07	250.07	255.00	1,020.00
Yankton County Garbage	4,818.62	4,783.48	4,783.48	5,450.00	21,800.00
<i>Total Tonage in Trench</i>	8,450.97	7,845.48	7,845.48	9,238.75	36,955.00
Operating Cost per ton			\$50.76	\$56.67	\$56.67

This report is based on the following:

Revenue accrual thru March 31, 2017

Expenses cash thru March 31, 2017 with April's Bills

Joint Powers Solid Waste Authority
Financial Report Thru March 31, 2017

Description	Yankton Transfer	Vermillion Landfill	Total Joint	3 Month Budget	Legal 2017 Budget
Source of Funds					
<i>Beginning Balance</i>	\$392,927.00	\$587,584.00	\$980,511.00	\$980,511.00	\$980,511.00
<i>Operating Revenue:</i>					
Net Income	86,488.21	(151,679.87)	(65,191.66)	(104,283.50)	(417,134.00)
Depreciation	43,912.77	75,978.48	119,891.25	125,147.75	500,591.00
Trench Depletion	0.00	24,580.77	24,580.77	39,312.50	157,250.00
Amortization of Permit	0.00	226.10	226.10	280.00	1,120.00
<i>Non Operating Revenue:</i>					
Grant	0.00	0.00	0.00	0.00	0.00
Loan Proceeds	0.00	0.00	0.00	0.00	0.00
Contributed Capital	0.00	0.00	0.00	2,000.00	8,000.00
Sale Proceeds	0.00	0.00	0.00	0.00	0.00
Comp. for Loss & Damage	0.00	0.00	0.00	0.00	0.00
Fire Related Expenses	0.00	0.00	0.00	0.00	0.00
Interest	0.00	1,041.90	1,041.90	1,125.00	4,500.00
<i>Cash Flow Transfer:</i>					
Joint Power Transfer/Landfill	(112,994.53)	112,994.53	0.00	7,410.00	29,640.00
Joint Recycling Center	(13,113.58)	13,113.58	0.00	0.00	0.00
Total Funds Available	397,219.87	663,839.49	1,061,059.36	1,051,502.75	1,264,478.00
Application of Funds Available					
<i>Joint Power Transfer/Landfill</i>					
Equipment	32.76	0.00	32.76	161,750.00	647,000.00
Trench	0.00	0.00	0.00	0.00	0.00
Closure/Postclosure Cash Res.	0.00	1,726.00	1,726.00	2,137.50	8,550.00
<i>Joint Recycling Center</i>					
Equipment	4,821.36	0.00	4,821.36	21,375.00	85,500.00
<i>Payment Principal</i>	0.00	15,833.58	15,833.58	42,665.75	170,663.00
<i>Appropriation to Reserve</i>	0.00	0.00	0.00	0.00	0.00
Total Applied	4,854.12	17,559.58	22,413.70	227,928.25	911,713.00
Ending Balance	\$392,365.75	\$646,279.91	\$1,038,645.66	\$823,574.50	\$352,765.00

Joint Powers Solid Waste Authority
Financial Report Thru March 31, 2017

Joint Power Transfer/Landfill Description	Yankton Transfer	Vermillion Landfill	Total Joint	3 Month Budget	Legal 2017 Budget
<i>Revenue: (accrual)</i>					
Asbestos	\$0.00	\$899.63	\$899.63	\$1,625.00	\$6,500.00
Elk Point	0.00	11,628.36	11,628.36	12,750.00	\$51,000.00
Centerville	0.00	2,773.78	2,773.78	3,750.00	15,000.00
Bon Homme	0.00	0.00	0.00	0.00	0.00
Union County	0.00	0.00	0.00	0.00	0.00
Beresford	0.00	13,431.16	13,431.16	16,275.00	65,100.00
Clay County Garbage	0.00	117,344.83	117,344.83	168,750.00	675,000.00
Compost-Yd Waste-Wood	0.00	536.43	536.43	625.00	2,500.00
Contaminated Soil	0.00	69.60	69.60	375.00	1,500.00
White Goods	0.00	1,100.59	1,100.59	1,125.00	4,500.00
Tires	0.00	1,517.00	1,517.00	375.00	1,500.00
Electronics	0.00	857.10	857.10	250.00	1,000.00
Other Revenue	3,578.27	737.13	4,315.40	1,275.00	5,100.00
Less Recycling Tipping Fee	(14,048.22)	(9,144.48)	(23,192.70)	(29,918.75)	(119,675.00)
Cash long	0.00	0.00	0.00	0.00	0.00
Yard Waste	3.80	0.00	3.80	0.00	0.00
Rubble	7,054.06	0.00	7,054.06	13,000.00	52,000.00
Transfer Fees	229,852.28	0.00	229,852.28	274,500.00	1,098,000.00
Total Revenue	226,440.19	141,751.13	368,191.32	464,756.25	1,859,025.00
<i>Expenses: (cash)</i>					
Personal Services	60,008.10	82,372.55	142,380.65	159,334.75	637,339.00
Insurance	14,018.16	0.00	14,018.16	6,763.00	27,052.00
Professional Service/Fees	2,022.43	11,556.48	13,578.91	16,750.00	67,000.00
Non Professional Fees	0.00	0.00	0.00	0.00	0.00
Processing- Reduction	0.00	0.00	0.00	0.00	0.00
State Fees	0.00	7,845.48	7,845.48	9,731.25	38,925.00
Professional - Legal/Audit	0.00	0.00	0.00	312.50	1,250.00
Publishing & Advertising	40.21	447.28	487.49	325.00	1,300.00
Rental	0.00	0.00	0.00	125.00	500.00
Hauling fee	0.00	0.00	0.00	0.00	0.00
Equipment repair	104.13	10,743.54	10,847.67	14,000.00	56,000.00
Motor vehicle repair	0.00	530.52	530.52	5,750.00	23,000.00
Vehicle fuel & maintenance	21,458.77	5,894.42	27,353.19	58,500.00	234,000.00
Equip, Mat'l & Labor	6,797.16	0.00	6,797.16	3,000.00	12,000.00
Building repair	132.40	849.34	981.74	6,125.00	24,500.00
Facility repair & maintenance	0.00	3,650.74	3,650.74	8,750.00	35,000.00
Postage	121.95	12.17	134.12	187.50	750.00
Office supplies	989.96	327.53	1,317.49	800.00	3,200.00
Copy supplies	102.20	0.58	102.78	75.00	300.00
Uniforms	36.11	1,027.61	1,063.72	1,175.00	4,700.00
Small Tools & Hardware	0.00	0.00	0.00	62.50	250.00
Travel & Training	0.00	549.21	549.21	1,125.00	4,500.00
Operating supply	946.76	24,232.67	25,179.43	38,150.00	152,600.00
Electricity	2,151.75	3,709.27	5,861.02	7,050.00	28,200.00
Heating Fuel - Gas	3,771.99	3,778.47	7,550.46	8,000.00	32,000.00
Water	390.70	81.70	472.40	750.00	3,000.00
WW service	167.18	0.00	167.18	425.00	1,700.00
Landfill	60.54	0.00	60.54	50.00	200.00
Telephone	266.61	382.44	649.05	822.50	3,290.00
Depreciation (est)	33,852.57	66,279.24	100,131.81	105,435.25	421,741.00
Trench Depletion		24,580.77	24,580.77	39,312.50	157,250.00
Closure/Postclosure Resrv		1,726.00	1,726.00	2,137.50	8,550.00
Amortization of Permit		226.10	226.10	280.00	1,120.00
Total Op Expenses	147,439.68	250,804.11	398,243.79	495,304.25	1,981,217.00

Joint Powers Solid Waste Authority
Financial Report Thru March 31, 2017

Joint Power Transfer/Landfill Description	Yankton Transfer	Vermillion Landfill	Total Joint	3 Month Budget	Legal 2017 Budget
<i>Non Operating Expense-Interest</i>	0.00	11,485.63	11,485.63	28,300.00	113,200.00
<i>Operating Income (Loss)</i>	\$79,000.51	(\$120,538.61)	(\$41,538.10)	(\$58,848.00)	(\$235,392.00)
<i>Capital:</i>					
Capital Outlay	\$32.76	\$0.00	\$32.76	\$161,750.00	\$647,000.00
Landfill Development	0.00	0.00	0.00	32,500.00	\$130,000.00
Capital Lease	0.00	0.00	0.00	0.00	\$0.00
<i>Total Capital Expenditures</i>	\$32.76	\$0.00	\$32.76	\$194,250.00	\$777,000.00
<i>Grant Reimbursement</i>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<i>Equipment Sale Proceeds</i>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<i>Cash Flow Transfer</i>	(\$112,994.53)	\$112,994.53	\$0.00	\$0.00	\$0.00
<i>Tonage in Trench:</i>					
Asbestos		13.84	13.84	11.25	45.00
Beresford		288.81	288.81	156.25	625.00
Centerville Garbage		59.65	59.65	66.25	265.00
Clay County Garbage		2,449.63	2,449.63	3,300.00	13,200.00
Elk Point		250.07	250.07	255.00	1,020.00
Yankton County Garbage		4,783.48	4,783.48	5,450.00	21,800.00
<i>Total Tonage in Trench</i>		7,845.48	7,845.48	9,238.75	36,955.00
Operating Cost per ton			\$50.76	\$56.67	\$56.67

Joint Recycling Center Description	Yankton Transfer	Vermillion Center	Total Joint	3 Month Budget	Legal 2017 Budget
<i>Revenue:</i>					
Tipping Fees	\$14,048.22	9,144.48	\$23,192.70	29,918.75	\$119,675.00
Magazines	0.00	2,107.58	2,107.58	550.00	2,200.00
Metal/Tin	1,203.54	(9.00)	1,194.54	1,550.00	6,200.00
Plastic	0.00	10,692.50	10,692.50	5,000.00	20,000.00
Aluminum	0.00	0.00	0.00	6,250.00	25,000.00
Newsprint	4,408.40	2,610.49	7,018.89	2,750.00	11,000.00
Cardboard	8,705.18	11,839.75	20,544.93	7,250.00	29,000.00
High Grade Paper	0.00	(196.30)	(196.30)	3,250.00	13,000.00
Other Material	0.00	836.03	836.03	750.00	3,000.00
Contributions/Operating Grants	0.00	0.00	0.00	0.00	0.00
Total Revenue	28,365.34	37,025.53	65,390.87	57,268.75	229,075.00
<i>Expenses:</i>					
Personal Services	5,008.32	45,391.53	50,399.85	53,082.50	212,330.00
Insurance	222.88	69.82	292.70	571.75	2,287.00
Professional Service/Fees	0.00	7.08	7.08	5,000.00	20,000.00
Hazardous Waste Collection	0.00	213.40	213.40	8,250.00	33,000.00
Professional-Legal	0.00	0.00	0.00	0.00	0.00
Publishing & Advertising	0.00	75.29	75.29	625.00	2,500.00
Rental	0.00	0.00	0.00	0.00	0.00
Equipment repair	0.00	1,464.21	1,464.21	2,687.50	10,750.00
Vehicle repair & maintenance	0.00	10.40	10.40	250.00	1,000.00
Vehicle fuel	21.48	751.00	772.48	1,500.00	6,000.00
Building repair & maintenance	0.00	824.59	824.59	875.00	3,500.00
Postage	0.00	3.05	3.05	162.50	650.00
Freight	0.00	420.00	420.00	500.00	2,000.00
Office supplies	0.00	375.00	375.00	250.00	1,000.00
Uniforms	0.00	59.49	59.49	187.50	750.00
Materials Purchases	0.00	1,454.75	1,454.75	1,500.00	6,000.00
Travel & Training	0.00	487.80	487.80	500.00	2,000.00
Operating Supplies	0.00	3,217.35	3,217.35	3,000.00	12,000.00
Copy Supply	0.00	0.58	0.58	87.50	350.00
Electricity	0.00	1,388.66	1,388.66	1,625.00	6,500.00
Heating Fuel-Gas	0.00	1,440.59	1,440.59	1,250.00	5,000.00
Water	0.00	163.89	163.89	150.00	600.00
WW service	0.00	486.98	486.98	400.00	1,600.00
Telephone	0.00	162.09	162.09	212.50	850.00
Revenue Sharing	0.00	0.00	0.00	325.00	1,300.00
Transportation to Vermillion	1,260.00	0.00	1,260.00	0.00	0.00
Processing Recyclables	4,304.76	0.00	4,304.76	0.00	0.00
Depreciation (est)	10,060.20	9,699.24	19,759.44	19,712.50	78,850.00
Total Op Expenses	20,877.64	68,166.79	89,044.43	102,704.25	410,817.00
<i>Non Operating Expense-Interest</i>	0.00	0.00	0.00	0.00	0.00
Operating Income (Loss)	\$7,487.70	(\$31,141.26)	(\$23,653.56)	(\$45,435.50)	(\$181,742.00)
Capital Outlay	\$4,821.36	\$0.00	\$4,821.36	\$21,375.00	\$85,500.00
Grant Reimbursement/Donations	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Cash Flow Transfer	(\$13,113.58)	\$13,113.58	\$0.00	\$0.00	\$0.00

This report is based on the following:

Revenue accrual thru March 31, 2017

Expenses cash thru March 31, 2017 with April's Bills

2017 Joint Powers Total Operations Recap

Month	Yankton Transfer	Vermillion Landfill	Total	Total Tons	\$ per ton	Recycling			Yankton Operations	Vermillion Operations	Total Operations
						Yankton	Vermillion	Total			
January	30,365.01	(34,351.18)	(3,986.17)	2,526.52	46.62	523.97	(3,711.77)	(3,187.80)	30,888.98	(38,062.95)	(7,173.97)
February	5,309.75	(40,373.09)	(35,063.34)	2,402.83	60.80	2,690.37	(12,074.36)	(9,383.99)	8,000.12	(52,447.45)	(44,447.33)
Subtotal	35,674.76	(74,724.27)	(39,049.51)	4,929.35	53.53	3,214.34	(15,786.13)	(12,571.79)	38,889.10	(90,510.40)	(51,621.30)
March	43,325.75	(34,328.71)	8,997.04	2,916.13	46.08	4,273.36	(15,355.13)	(11,081.77)	47,599.11	(49,683.84)	(2,084.73)
Subtotal	79,000.51	(109,052.98)	(30,052.47)	7,845.48	50.76	7,487.70	(31,141.26)	(23,653.56)	86,488.21	(140,194.24)	(53,706.03)

4/13/2017

City of Yankton Transfer Station
Recap of Customer Tonnage

Date	City	Licensed Haulers						Sub-Total	All Other	Total Transfer	Recycling
	Compactors (577)	Janssen (547)	Arts (586)	Fischer (590)	Independence (627)	Loren Fischer (648)	Kortan (673)				Plastic Tonnage
January 2016	204.72	506.69	368.30	53.23	0.00	46.55	7.51	982.28	238.64	1,425.64	3.88
February 2016	206.87	495.25	333.19	49.59	0.00	58.99	6.40	943.42	302.26	1,452.55	4.63
March 2016	238.82	589.39	463.33	61.55	0.00	19.86	6.91	1,141.04	392.93	1,772.79	4.61
April 2016	228.62	591.17	496.82	66.85	0.00	66.59	8.67	1,230.10	707.64	2,166.36	4.64
May 2016	252.38	685.21	562.27	60.04	0.00	69.47	8.46	1,385.45	421.38	2,059.21	5.08
June 2016	238.64	669.62	503.49	60.40	0.00	67.60	9.91	1,311.02	362.51	1,912.17	6.14
July 2016	233.51	661.08	457.16	59.00	0.00	72.58	8.98	1,258.80	407.11	1,899.42	5.48
August 2016	275.43	705.87	563.39	67.83	0.00	54.20	13.14	1,404.43	425.85	2,105.71	4.83
September 2016	254.62	684.19	463.62	54.59	2.96	68.88	8.99	1,283.23	666.60	2,204.45	6.78
October 2016	228.46	616.02	499.49	47.87	3.46	71.68	8.35	1,246.87	448.09	1,923.42	3.39
November 2016	241.43	592.21	387.48	45.18	0.00	71.78	12.54	1,109.19	351.75	1,702.37	5.44
December 2016	245.70	549.64	366.06	41.80	0.00	71.43	17.18	1,046.11	274.34	1,566.15	4.85
2016 Total	2,849.20	7,346.34	5,464.60	667.93	6.42	739.61	117.04	14,341.94	4,999.10	22,190.24	59.75
January 2017	227.38	502.19	367.33	35.07	0.00	65.26	7.51	977.36	273.30	1,478.04	4.80
February 2017	202.70	484.93	336.77	29.14	0.00	59.30	11.20	921.34	288.46	1,412.50	4.51
March 2017	237.30	616.06	434.47	12.48	0.00	63.43	11.30	1,137.74	417.16	1,792.20	4.11
2017 Total	667.38	1,603.18	1,138.57	76.69	0.00	187.99	30.01	3,036.44	978.92	4,682.74	13.42

Total Tons	1,792.20
X \$3	3.00
Recycling Fee	<u>5,376.60</u>

CITY OF VERMILLION
LANDFILL TONS

	2017	Independence Waste	Fischer Disposal	Art's Garbage	Verm. Garbage	City of Elk Point	Loren Fischer	Turner County	City of Beresford	Other	2017 Tons
\$46.50 PER TON	Jan	276.74	139.71	11.74	36.72	92.03	277.66	20.37	91.35	36.30	982.62
	Feb	236.47	121.30	25.06	33.22	73.55	284.48	18.52	82.07	82.27	956.94
	Mar	316.13	155.75	22.24	40.08	84.49	273.44	20.76	115.42	94.13	1122.44
	April										0.00
	May										0.00
	June										0.00
	July										0.00
	Aug										0.00
	Sept										0.00
	Oct										0.00
	Nov										0.00
	Dec										0.00
			829.34	416.76	59.04	110.02	250.07	835.58	59.65	288.84	212.70
	2016	Independence Waste	Fischer Disposal	Art's Garbage	Verm. Garbage	City of Elk Point	Loren Fischer	Turner County	City of Beresford	Other	2016 Tons
\$46.50 PER TON	Jan	254.19	90.52	74.58	37.07	72.35	229.36	20.45	90.07	106.39	974.98
	Feb	286.52	110.84	33.01	39.74	78.20	244.08	20.34	98.28	418.45	1329.46
	Mar	329.04	119.55	44.85	40.83	92.35	284.77	22.63	112.78	281.11	1327.91
	April	359.13	101.87	30.15	39.65	78.99	252.37	22.60	110.47	148.03	1143.26
	May	470.23	143.70	30.02	50.45	97.90	317.70	28.89	117.59	250.68	1507.16
	June	427.34	131.28	35.25	39.13	92.12	321.69	17.24	116.78	448.17	1629.00
	July	346.13	116.62	24.88	34.87	84.50	256.11	18.72	94.93	184.12	1160.88
	Aug	418.26	144.99	22.06	45.26	99.45	375.91	22.71	130.37	245.67	1504.68
	Sept	462.15	133.62	41.11	39.52	86.96	286.57	25.47	107.48	227.56	1410.44
	Oct	382.48	143.09	29.91	41.08	88.53	291.09	22.05	118.45	208.17	1324.85
	Nov	326.87	130.81	18.07	38.69	93.02	302.84	23.34	105.00	153.43	1192.07
	Dec	292.39	120.29	21.25	36.94	82.65	210.17	20.89	96.12	133.56	1014.26
			4354.73	1487.18	405.14	483.23	1047.02	3372.66	265.33	1298.32	2805.34

City of Yankton
Airport Advisory Board Meeting Notes for
March 15, 2017

(approved)

ROLL CALL:

Present – Jim Cox, George Munn, Jr., Jake Hoffner, Roger Huntley, Mark Yonke, Dawn Steffes, and Steve Hamilton

Also Present – Jake Hoffner, Chris Nielsen, Amy Nelson and Mike Roinstead

Absent – Dave Mingo

MINUTES – January 18, 2017

MOTION – It was moved by Roger Huntley and seconded by Jake Hoffner to approve the January 18, 2017, meeting minutes.

Monthly Fuel Report

55 transactions for 3,612.00 gallons, Fuel prices are \$4.25 LL \$4.00 Jet A

Staff Report

Brenna Maloney from Qualified Services will be here today to do the EA Survey. She thought it would take about 2 hours. Roger Huntley is going to stay and visit with her. He has a meeting of the preservation society at 3:00 pm today and he feels they will be signing off on allowing it to be torn down.

Roger would like to have a motion made so that he can take it to the meeting today.

MOTION – It was moved by Jake Hoffner and seconded by George Munn, Jr. to demolish the building due to it being unsafe and not useful to the airport.

VOTE – Voting “Aye” – All Ayes

Airport Conference –

Reminder that the Airport Conference will be held in Mitchell, March 29-30, with the meeting with sponsor at 4:00 pm on March 28.

75th Anniversary of Chan Gurney Airport -

Francis Serr spoke about some ideas. Didn't feel YRAA should be in charge of it, suggested City or Airport Board. He mentioned several planes that could be here for celebration. Francis contacted Jeff Jones from First National Bank South Dakota and they are willing to donate \$6500. He felt \$12,000 would be needed. Jake wants it 3rd weekend of September in accordance with pancake feed. Jake wants YRAA to handle this. Francis feels needs \$6500 from either City or YRAA

ADJOURNMENT

MOTION – It was moved to adjourn by Roger Huntley.

VOTE – Voting “Aye” – all members present. Voting “Nay” – none.

MOTION – PASSED

Memorandum #17-82

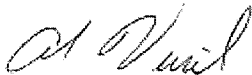
To: City Manager
From: Finance Officer
Date: April 13, 2017
Subject: Special Events Dance for Habitat for Humanity

We have received the following application for a Special Event Dance License:

Habitat for Humanity Clay & Yankton Counties

Habitat for Humanity Clay & Yankton Counties has applied for a license to hold a Special Events Dance on June 8, 2017, 218 Capital Street, Yankton, S.D.

A license fee of \$5.00 has been paid.



Al Viereck
Finance Officer

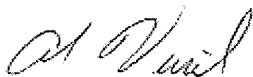
_____ Voice vote

NOTICE OF HEARING UPON APPLICATION
FOR SALE OF ALCOHOLIC BEVERAGES

NOTICE IS HEREBY GIVEN that an application has been received by the Board of City Commissioners of the City of Yankton, South Dakota, for a Special Events RETAIL (on-sale) Malt Beverage and a Special RETAIL (on-sale) Wine dealers License for 1 day, June 24, 2017, from Mount Marty College, Inc., Mount Marty College Campus, 1105 W. 8th Street, Yankton, S.D.

NOTICE IS FURTHER GIVEN that a Public Hearing upon the application will be held on May 8, 2017, at 7:00 p.m. in the City of Yankton Community Meeting Room at the Technical Education Center, 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 24th day of April, 2017.



Al Viereck
FINANCE OFFICER


_____ Voice vote

NOTICE OF HEARING UPON APPLICATION
FOR SALE OF ALCOHOLIC BEVERAGES

NOTICE IS HEREBY GIVEN that an application has been received by the Board of City Commissioners of the City of Yankton, South Dakota, for a Special Events (on-sale) Liquor License for July 21-22, 2017 from ROCK 'N' RUMBLE, INC. (Michael Carda, President), The block of 3rd Street between Douglas & Capital Street, Yankton, S.D.

NOTICE IS FURTHER GIVEN that a Public Hearing upon the application will be held on Monday, May 8, 2017, at 7:00 p.m. in the City of Yankton Community Meeting Room at the Technical Education Center, 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 24th day of April, 2017.



Al Viereck
FINANCE OFFICER

_____ Voice vote

Memorandum #17-85

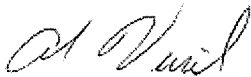
To: City Manager
From: Finance Department
Date: April 13, 2017
Subject: Transient Merchant License Application

We have received the following application for a Transient Merchant License:

ONWARD YANKTON
104 W. 3rd Street
Yankton, SD 57078

The applicant is requesting a license to have a vendors Farmers Market May thru October on Thursday evenings between 2nd & 3rd Streets on Walnut and Saturday mornings at The Downtown First Dakota Parking Lot.

The applicant is in compliance with all police codes as checked by the Police Department.



Al Viereck
Finance Officer

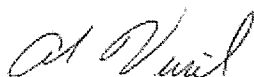
Memorandum #17-79

To: City Manager
From: Finance Department
Date: April 16, 2017
Subject: Yankton Harvest Halloween License Applications.

We have received the following application from the Yankton Harvest Halloween Committee:

1. Transient Merchant – October 27-28, 2017
2. Special Events Dance – October 28, 2017

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



Al Viereck
Finance Officer


Memorandum #17-90

To: City Manager
From: Finance Department
Date: April 18, 2017
Subject: ROCK 'N' RUMBLE, INC.

We have received the following application from ROCK 'N' RUMBLE, INC. d/b/a ROCK 'N' RUMBLE, INC. :

1. Transient Merchant – July 21-22, 2017
2. Special Events Dance – July 21-22, 2017

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



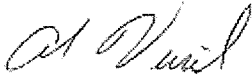
Al Viereck
Finance Officer

Memorandum #17-80

To: City Manager
From: Finance Department
Date: April 13, 2017
Subject: Special Events Liquor License- Corp of Discovery Welcome Center

We have received an application for a Special RETAIL (on-sale) Liquor License for 1 day, May 5, 2017 from Corps of Discovery Welcome Center (Katie Meyer, Executive Director), Lewis & Clark Theatre Company, 328 Walnut Street, Yankton, S.D.

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



Al Viereck
Finance Officer

Memorandum #17-77

To: Amy Nelson, City Manager
From: Brittany LaCroix, Events and Promotions Coordinator
Subject: South Dakota Kayak Association camping in Riverside Park on May 26
Date: April 6, 2017

Jarrett Bies, organizer for the South Dakota Kayak Association is requesting camping in Riverside Park for the annual South Dakota Kayak Challenge which is set for May 26-27. The South Dakota Kayak Challenge is a marathon-endurance paddling race. It is being organized by the South Dakota Kayak and Canoe Association. For more information about the race please visit <http://sdkayakchallenge.org>

Racers will face 72 miles on the Missouri National Recreational River, starting in history-rich Yankton, S.D., and ending in less than 30 hours in South Sioux City, Nebraska. The race has had over 180 racers the past couple of years.

The start of the race will be on Saturday, May 27, at 7 a.m. on the sandy shore by the floating dock (south of the Capitol Replica) in Riverside Park.

The race organizers are requesting the City Commission allow tent camping in Riverside Park on the Friday night before the race. The group will be renting the Capitol Building as a shelter location in case there are weather issues during the evenings. This is the same request as in the other years.

The camping area will be limited to the grass area in front of the Capitol Replica and spreading to the east as numbers dictate. There were no issues with park campers in the previous four years.

I have been in contact with Kyle Goodmanson and Jarret Bies about the possible closure of the parking lot for this event. Jarret has confirmed that they will have the campers unload kayaks on Levee and park in the East parking lot or in the public parking lot behind Hatch Furniture.

Recommendation: It is recommended that the Commission allow camping in Riverside Park on Friday night, May 26, for the South Dakota Kayak Association event.

Respectfully submitted,

Brittany LaCroix
 Events and Promotions Coordinator

I concur with this recommendation.

I do not concur with this recommendation.



 Amy Nelson, City Manager

_____ Roll call

Memorandum #17-86

To: Amy Nelson, City Manager
From: Corey Potts, Public Works Manager
Subject: Bid award for a New Heavy Duty Ten Yard Dump Box and Hydraulic Hoist for the Street Department
Date: April 17, 2017

Bid packets were furnished to three equipment dealers for a new Heavy Duty Ten Yard 14' Dump Box Body with Hydraulic Hoist. Two bids were received outlined below:

<i>Bidder Name</i>	<i>Specified Equipment Cost</i>
Sanitation Products, Inc. 901 E. 48 th Street N PO Box 86222 Sioux Falls, SD 57118-6222	\$28,588.00
Northern Truck & Equipment PO Box 1104 Sioux Falls, SD 57104-1104	\$29,471.00

The 2017 adopted budget allows \$140,000 for the purchase of a truck and dump box for the Department of Public Works, Street Division. The truck chassis was awarded on February 6, 2017 to Boyer Truck, of Sioux Falls SD, for the amount of \$ 87,880.00.

The new truck with installed dump body and hoist will be used for snow removal and construction projects throughout the city.

The bid submitted by Sanitation Products Inc. of Sioux Falls, South Dakota does meet the City specifications.

Therefore, City Staff recommends that the bid for the 14' Dump Box and Hydraulic Hoist for \$28,588.00 bid be awarded to Sanitation Products, of Sioux Falls, South Dakota. There is \$140,000.00 budgeted for the truck, dump box and hydraulics. The bid for the truck was \$87,880.00 and the bid for the dump box and hydraulics is \$28,588.00 for a total of \$116,468.00 which is \$23,532.00 below the budgeted amount.

The purchase of the dump body and hydraulics does fall under the budget for the 5 percent and 10 percent contingency plan.

Respectfully submitted,

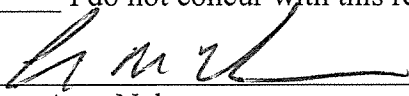


Corey Potts
Public Works Manager

_____ Roll call

Recommendation: It is recommended that the City Commission approve Memorandum #17-86 to award the bid for a new 14' Dump Box with Hydraulic Hoist, to Sanitation Products Inc., Sioux Falls, South Dakota, in the amount of \$28,588.00 for the Department of Public Works, Street Division.

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



Amy Nelson
City Manager

cc: Adam Haberman, PE
mlr

_____ Roll call

Memorandum #17-78

To: Amy Nelson, City Manager
From: Brittany LaCroix, Events and Promotions Coordinator
Subject: Request by Harvest Halloween for Funding
Date: April 18, 2017

The Harvest Halloween committee is requesting funding from the City of Yankton for their event to be held on October 27 – 28, 2017. The funds requested are as followed:

- \$2,260 to be used for promotion of the event
- \$1,200 to be used for free activities and supplies for event goers
- \$ 900 to be used for Port-a-Pots
- \$ 450 to be used for City overtime and equipment for Street Cleanup
- \$46.50/ton roll off disposal at Transfer Station (Harvest Halloween averages about a ton and a half of garbage)

Total request for funds stated above \$4,880

Recommendation: Because the City has implemented the contingency budgets due to the lower anticipated tax dollars, it is my recommendation that the Commission approve \$900.00 for Port-a-Pots and the in-kind services including \$450.00 for Street Cleanup and \$46.50 per ton for roll off at the Transfer Station for a total of \$1,419.00. I do not recommend that the Commission approve the request for money to be used towards promotion of the event and/or free activities/supplies.

Respectfully submitted,

Brittany LaCroix
Events & Promotions Coordinator

I concur with this recommendation.

I do not concur with this recommendation.



Amy Nelson, City Manager

____ Roll call

Memorandum #17-89

To: Amy Nelson, City Manager
From: Brittany LaCroix, Events and Promotions Coordinator
Subject: Request by Harvest Halloween for Special Events Parking Ordinance #933 to be in place on October 27th and 28th, 2017
Date: April 18, 2017

The Harvest Halloween committee is requesting a closure for the portion of Walnut Street from 2nd to 3rd Street on October 27-28, 2017. The committee is requesting that the street remained closed for the duration of the event beginning at 5:30 PM on Friday, October 27 and ending at noon on Sunday, October 29.

This fall festival will feature and support local businesses, art, music, food, games, as well as generate funds/awareness for non-profit organizations.

In 2010, the City Commission adopted an ordinance allowing for a no parking designation for special events designated by a resolution before the governing body. This resolution would authorize the City to tow vehicles that are parked in the defined area and times.

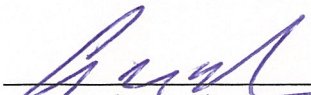
The committee is requesting that Special Events Parking zone identifying boundaries of the zone and Tow Authorization be granted during this event for car traffic. The Harvest Halloween committee will place no parking signs 48 hours prior to the event on Wednesday, October 25, 2017. Harvest Halloween is requesting A-frames be provided to hang no parking signs and barricades to be used to close the streets as mentioned above. The committee will coordinate with City Departments to locate signs in appropriate areas.

Recommendation: It is recommended that the City Commission adopt Resolution #17-11 authorizing the no parking zone for Harvest Halloween on Walnut Street from 3rd Street to 2nd Street during the Harvest Halloween event.

Respectfully submitted,

Brittany LaCroix
 Events & Promotions Coordinator

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



 Amy Nelson, City Manager

_____ Roll call

Resolution #17-11

Special Events Parking Request

WHEREAS, the City Commission adopted an Ordinance allowing for no parking designation for special events within the City of Yankton; and

WHEREAS, this Resolution would authorize the City of Yankton to tow vehicles that are parked in the defined are or areas and times specified for Special Events; and

WHEREAS, the Harvest Halloween committee has made a request to enact this no parking zone for Friday, October, 27th beginning at 5:30 PM through Sunday, October, 29th at noon

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the City of Yankton, South Dakota hereby approves the Special Event Parking Request on the block of Walnut from 3rd Street to 2nd Street.

Adopted:

C.N. Gross, Mayor

ATTEST:

Al Viereck, Finance Officer

_____ Roll call



3rd St

Walnut St

2nd St

Harvest Halloween
October 27-28



Street Closure

Memorandum #17-83

To: Amy Nelson, City Manager
From: Brittany LaCroix, Events and Promotions Coordinator
Subject: Request by Rock'N'Rumble for Special Events Parking Ordinance #933 to be in place during Rock'N'Rumble and request for suspension of alcohol consumption
Date: April 18, 2017

The Rock'N'Rumble event will be taking place on July 21 & 22, 2017 in Downtown Yankton. It is the goal of the committee to try to capture bikers and to give people in the region a small 'glimpse' of Sturgis type activities. We do anticipate by promoting this event through posters, rack cards, and social media that this event will draw in attendees from across the region.

Here is a tentative schedule for the event:

Friday, July 21

3:00 pm – Registration for Poker Run
3:00 pm - 8:00 pm – Poker Run (west of town)
4:00 pm - 8:00 pm – Kings of Oblivion Band
8:00 pm – midnight – Mrs. Begley & The Boys
9:00 pm – announce \$1000 Poker Run Winners
10:00 pm – Mrs. Rock'N'Rumble Contest

Saturday, July 22

9:00 am – Registration for Poker Run
0:00 am – 1:00 pm – Poker Run (east of town)
10:00 am – dusk – street vendor/trade show along Douglas Avenue in street closure section
2:00 pm – Biker Parade Line up at 3rd & Douglas
3:00 pm – Meridian Bridge Bike Parade
4:00 pm – 8:00 pm – Bad Hamster Band
5:00 pm – Announce \$1000 Poker Run Winner
6:00 pm – Loudest Pipes Contest
8:00 pm – midnight – Jade Monkey Band
10:00 pm – Best Biker Couple Contest

Both Poker Runs will be raising money for local charities designated by Rock'N'Rumble committee or large sponsors.

The committee is requesting street closures as follows:

Friday: (orange highlighted area on attached map) – Closure of 3rd Street from Douglas to Capitol Street. Both intersections will remain open. This also includes the area for the request of the suspension of the open container law for the entirety of the event.

_____ Roll call

Saturday: (yellow highlighted area on attached map) – along with street closure mentioned above, the committee requests additional streets to be closed for motorcycle parking. Starting Saturday at 6:00 am the committee is requesting 3rd Street from Douglas to the alley to be closed.

Both closures will end at noon on Sunday, July 23rd to allow for cleanup and tear down of the event.

The committee is requesting that Special Events Parking zone identifying boundaries of the zone and Tow Authorization be granted during this event for car traffic. The Rock’N’Rumble committee will place no parking signs 48 hours prior to the event on Wednesday, July 19, 2017. The committee will create a temporary sign to attach identifying details of the event. Rock’N’Rumble is also requesting A-frame be provided to hang no parking signs and barricades to be used to close the streets as mentioned above. The committee will coordinate with the Streets & Parks Departments to locate signs in appropriate areas.

The committee is also asking for a suspension of the open container law of the City of Yankton for the mentioned closed area in orange on attached map. This request is to have the City Manager suspend the law for this event on 3rd Street between west curb of Douglas to east curb of Capitol from 3:00 pm on Friday, July 21st until 2:00 am on Sunday, July 23rd.

Recommendation: It is recommended that the Commission approve Resolution #17-13 for the Rock’N’Rumble event with the special event parking ordinance in force and suspend the open container law for the area of 3rd Street between Douglas and Capitol.

Respectfully submitted,

Brittany LaCroix
Events & Promotions Coordinator

I concur with this recommendation.

I do not concur with this recommendation.



Amy Nelson, City Manager

____ Roll call

Resolution #17-13

Special Events Parking Request

WHEREAS, the City Commission adopted an Ordinance allowing for no parking designation for special events within the City of Yankton; and

WHEREAS, this Resolution would authorize the City of Yankton to tow vehicles that are parked in the defined are or areas and times specified for Special Events; and

WHEREAS, the Rock’N’Rumble committee has made a request to enact this no parking zone for their event on July 21-23, 2017.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the City of Yankton, South Dakota hereby approves the Special Event Parking Request on 3rd between Capitol and Douglas starting at 10:00 am on Friday, July 21 to allow a stage and event set up. Closure will be until noon on Sunday, July 23.

Closure of 3rd Street from Douglas to the alley beginning at 6am on Saturday, July 22 until noon on Sunday, July 23.

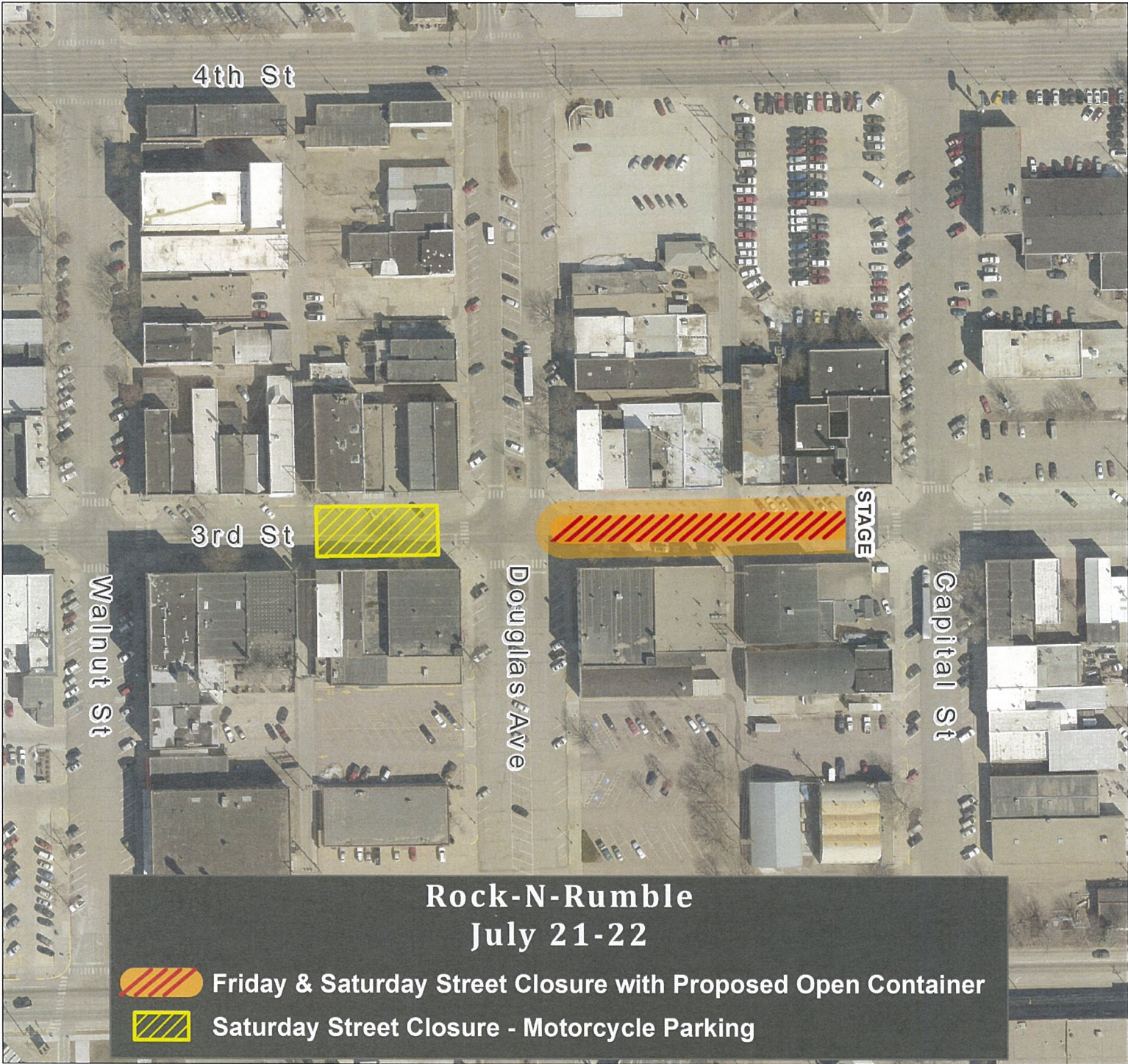
Adopted:

C.N. Gross
Mayor



ATTEST:

Al Viereck, Finance Officer

_____ Roll call



Rock-N-Rumble July 21-22

-  Friday & Saturday Street Closure with Proposed Open Container
-  Saturday Street Closure - Motorcycle Parking

Memorandum #17-84

To: Amy Nelson, City Manager
From: Brittany LaCroix, Events and Promotions Coordinator
Subject: Closing both levels of the Meridian Bridge for the motorcycle parade
Date: April 18, 2017

The Rock’N’Rumble event will be taking place on July 21 & 22, 2017 in Downtown Yankton. It is the goal of the committee to try to capture motorcycle riders and to give people in the region a small ‘glimpse’ of Sturgis type activities. We do anticipate by promoting this event through posters, rack cards, and social media that this event will draw in attendees from across the region.

Here is a tentative schedule for the event:

Friday, July 21

3:00 pm – Registration for Poker Run
 3:00 pm - 8:00 pm – Poker Run (west of town)
 4:00 pm - 8:00 pm – Kings of Oblivion Band
 8:00 pm – midnight – Mrs. Begley & The Boys
 9:00 pm – announce \$1000 Poker Run Winners
 10:00 pm – Mrs. Rock’N’Rumble Contest

Saturday, July 22

9:00 am – Registration for Poker Run
 0:00 am – 1:00 pm – Poker Run (east of town)
 10:00 am – dusk – street vendor/trade show along Douglas Avenue in street closure section
 2:00 pm – Biker Parade Line up at 3rd & Douglas
 3:00 pm – Meridian Bridge Bike Parade
 4:00 pm – 8:00 pm – Bad Hamster Band
 5:00 pm – Announce \$1000 Poker Run Winner
 6:00 pm – Loudest Pipes Contest
 8:00 pm – midnight – Jade Monkey Band
 10:00 pm – Best Biker Couple Contest

As part of Rock’N’Rumble, the committee would like to have a motorcycle parade that travels over both levels of the Meridian Bridge. We are asking permission to close down the Meridian Bridge for pedestrian traffic from 2:00 - 4:00 p.m. on Saturday, July 22 so we can allow motorcycles to travel over and back on the bridge for a unique experience they can only get in Yankton. If approved, the committee is asking for barricades to be delivered to each end of the bridge to use for closing and the committee can mark the bridge 48 hours in advance of the actual closure so the general public knows about the closure ahead of time. This motorcycle parade was held last year during Rock’N’Rumble and there were no issues or concerns. The committee is also aware of the possibilities that come with the Water Treatment Plant construction and are prepared to create an alternate

_____ Roll call

route using only one level of the bridge if needed. We will continue to keep communication open with both Rock'N'Rumble and Kyle Goodmanson.

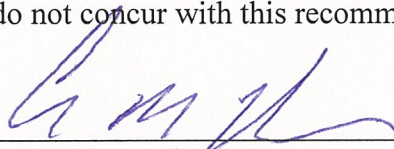
Recommendation: It is recommended that the Commission approve the closing of both levels of the Meridian Bridge for a motorcycle parade on July 22, 2017 from 2:00 pm – 4:00 pm

Respectfully submitted,

Brittany LaCroix
Events and Promotions Coordinator

I concur with this recommendation.

I do not concur with this recommendation.



Amy Nelson, City Manager

____ Roll call

Memorandum #17-88

To: Amy Nelson, City Manager
From: Brittany LaCroix, Events and Promotions Coordinator
Subject: Request by Meridian District for Special Events Parking Ordinance #933 to be in place from May – October on Thursday nights and suspension of open container
Date: April 18, 2017

The Meridian District is requesting a partial street closure for the portion of Walnut to the alley way behind Schramm Architect on Thursday Nights beginning in May and ending in October from 3:30 p.m. – 7:00 p.m. The Meridian District Farmers Market will be set up in this area and also host the possibility of family friendly activities. The Yankton Parks and Recreation Department and Streets Department will be providing picnic tables and barricades.

The purpose of this event is to promote and support the downtown businesses and attract community members to the Meridian District. Businesses are dedicated to staying open late on these Thursday nights.

In 2010, the City Commission adopted an ordinance allowing for a no parking designation for special events designated by a resolution before the governing body. This resolution would authorize the City to tow vehicles that are parked in the defined area and times.

The Meridian District has made a request to enact this no parking zone for their Thursday Night events to be held beginning May 4, 2017 and ending on October 26, 2017. They are requesting that no parking be designated on the ½ block street closures on Walnut to the alley way behind Schramm Architects, as identified on the attached map. The requested times for the no parking are from 3:30 PM to 7:00 PM.

The Meridian District is working with the City Manager regarding consideration of suspending the open container law for this ongoing event.

Recommendation: It is recommended that the City Commission adopt Resolution #17-12 authorizing the no parking zone for Meridian District on the ½ block street closure on Walnut Street to the alley way behind Schramm Architects, as identified on the attached map. The requested times for the no parking are from 3:30 PM to 7:00 PM, and suspend the open container law for the area of 3rd Street between

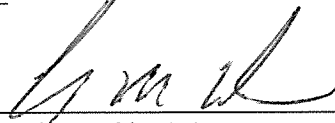
Capitol and Cedar and the ½ block of Walnut Street on 3rd Street to the alley behind Schramm Architects.

Respectfully submitted,

Brittany LaCroix
Events & Promotions Coordinator

I concur with this recommendation.

I do not concur with this recommendation.



Amy Nelson, City Manager

____ Roll call

Resolution #17-12

Special Events Parking Request

WHEREAS, the City Commission adopted an Ordinance allowing for no parking designation for special events within the City of Yankton; and

WHEREAS, this Resolution would authorize the City of Yankton to tow vehicles that are parked in the defined are or areas and times specified for Special Events; and

WHEREAS, the Meridian District has made a request to enact this no parking zone for Thursday nights from the months May-October.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the City of Yankton, South Dakota hereby approves the Special Event Parking Request on the ½ block of Walnut from 3rd to the alley behind Schramm Architect.

Adopted:



C.N. Gross, Mayor

ATTEST:

Al Viereck, Finance Officer

_____ Roll call



-  Street Closure
-  Proposed Open Container

Memorandum #17-87

To Amy Nelson, City Manager
 From Kyle Goodmanson, Director of Environmental Services
 Subject HDR Proposal for Water Purification Facility Expansion Construction Management Services
 Date April 24, 2017

Attached is an outline of a scope of work and the associated costs for Water Purification Facility Construction Management Services. This project is funded with a \$37,000,000.00 State Revolving loan fund. The contract also includes design services for additional design needed to vacate the 1929 facility in the amount of \$180,135.00. This design include changes to the garage/office space and decommissioning of portions of the 1929 facility. The Water Purification Expansion includes a 5 million gallon per day purification facility expansion on the east side of the existing 1972 facility with three Reverse Osmosis membranes and iron/manganese removal. The project will also include improvements to the Douglas street intersection and replacement of the existing riverside park lift station. Façade improvements will also be made to the existing 1972 facility including exterior facing to match the new facility. Office and garage space will also be added to replace the 1929 facility.

Purification Facility Construction services include but are not limited to

- 1) General Administration of Construction Contract
- 2) Resident Project Representative (RPR)
- 3) Selection of Independent Testing Laboratory
- 4) Pre-Construction Conference
- 5) Schedules
- 6) Baselines and Benchmarks
- 7) Visits to Site and Observation of Construction
- 8) Defective Work
- 9) Clarifications and Interpretations estimated 140 Request For Information(RFI)
- 10) Field Orders, Change Proposals, Change Orders and Work Change Directives
- 11) Shop Drawings, Samples, and Other Submittals
- 12) Substitutes and "Or-equal"
- 13) Inspections and Tests
- 14) Disagreements between Owner and Contractor
- 15) Applications for Payment
- 16) Contractor's Completion Documents
- 17) Substantial Completion
- 18) Final Notice of Acceptability of the Work
- 19) Defective Work
- 20) Correction Period

_____ Roll call

Purification Facility Contract	\$34,012,000.00
HDR Contract	\$ 2,811,572.00
Construction services portion	\$ 2,631,537.00
% of Construction	7.73%

It is recommended that the Director of Environmental Services be authorized to enter an agreement with HDR for a not-to-exceed amount of \$2,811,572.00 as outlined by the attachment. Staff will be coordinating with HDR during the execution of the work.

Respectfully Submitted,

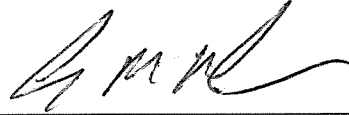


Kyle Goodmanson
Director of Environmental Services

Attachments

I concur with the recommendation.

I do not concur with the recommendation.



Amy Nelson
City Manager

____ Roll call



Dave Thompson

Construction Inspector

Mr. Dave Thompson provides project management and field services on a wide variety of construction projects. He has provided project inspection and surveying services on projects throughout Minnesota. Dave is a retired Air Force Captain, with four years of active duty and 21 years serving in the Minnesota Air National Guard.

EDUCATION

Bachelor of Arts, Bethel College, 1982

MNDOT CERTIFICATIONS

Aggregate Production
 Bituminous Street 1, Tester
 Bituminous Street 2, Inspector
 Concrete Field 1, Tester
 Concrete Field 2, Inspector
 Grading and Base 2, Inspector

PROFESSIONAL AFFILIATIONS

National Institute for Certification in Engineering Technologies, Highway Construction Level III, 2014

HDR TENURE

5 Years

INDUSTRY TENURE

31 Years

RELEVANT EXPERIENCE

City of Newport, Highways 61 & 494, Newport, MN

Dave represented the City of Newport and provided inspection and testing observation as Highway 61 was reconstructed through the heart of Newport. Dave coordinated with business owners over concerns, prepared punch lists, and coordinated the record plan.

South Washington Watershed District, CSAH 19-20-22 Geometric Layout, Cottage Grove, MN

This project includes reconstruction of 3 miles of County State Aid Highways for Washington County in Cottage Grove, MN. One existing intersection was replaced with a new roundabout, while 7 others received access improvements. Improvements to drainage, pedestrian access, paths, signing, striping, lighting, and landscaping were part of the project. Within the project corridor, HDR also designed a mile of deeply buried (over 40 feet) 72 inch storm sewer for the South Washington Watershed District. Final design plans will be submitted for this project as well. Dave has served as inspector on this project.

City of Minneapolis Water Works, De-Watering Plant Improvements, Minneapolis, MN

Dave is currently a resident inspector on this project, which is valued at \$19.5 million in construction. This project entails construction of new gravity-thickening tanks and a filter press. Funding for this project was provided by ARRA. Dave performs all of the project's inspections on behalf of the City of Minneapolis. He also handles all contract administration duties including responding to contractor Requests for Information (RFI's), creating contractor pay estimates, negotiating and preparing change orders, logging contractor submittals, documenting as-built changes, and documenting all of the contractor's activities daily.

Chemical Storage and Feed System Facility Building - Fridley Filtration Plant, Fridley, MN

The Fridley Filtration Plant formerly used chlorine for disinfection for providing safe drinking water. Due to concerns with the vulnerability of the bulk rail car chlorine system and the age of the existing chlorine feed system, the Minneapolis Water Works (MWW) investigated alternatives to the existing rail car chlorine storage and feed system. The facility was designed and is being constructed to maintain a maximum dose of 7mg/L to a flow of 95 mgd and will meet all applicable codes and best practice and guidelines such as those issued by the Chlorine Institute and other pertinent chlorine feed system rules and regulations. The building design is also LEED Silver certified. For this \$4.5 million construction project, Dave was responsible for all construction inspection and contractor coordination. Major construction observation requirements included foundations and footings, structural concrete, steel truss roof, site civil, masonry, electrical and mechanical aspects of this critical project for Minneapolis Water Works.

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

**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

Prepared by



Issued and Published Jointly by



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

This Agreement has been prepared for use with EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition. Their provisions are interrelated, and a change in one may necessitate a change in the other. For guidance on the completion and use of this Agreement, see EJCDC® E-001, Commentary on the EJCDC Engineering Services Agreements, 2013 Edition.

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American Council of Engineering Companies
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www.acec.org

American Society of Civil Engineers
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**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of _____ (“Effective Date”) between
City of Yankton, South Dakota _____ (“Owner”) and
HDR Engineering, Inc. _____ (“Engineer”).

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

Water Purification Facility Expansion Construction Management Services (“Project”).

Other terms used in this Agreement are defined in Article 7.

Engineer's services under this Agreement are generally identified as follows

Additional out-of-scope design services and Construction Administration Services for Water Purification Facility Expansion. Also includes full-time Construction Observation for the Water Purification Facility Expansion.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – OWNER’S RESPONSIBILITIES

2.01 *General*

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Article 4 and Exhibit C.
- C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
 - 1. any development that affects the scope or time of performance of Engineer’s services;

2. the presence at the Site of any Constituent of Concern; or
3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

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

3.02 Time for Completion

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 Invoices

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 Payments

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:

1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
 2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01. After a disputed item has been settled, Engineer shall include the disputed item on a subsequent regularly scheduled invoice or on a special invoice for the disputed item only.
- D. *Sales or Use Taxes:* If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

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

5.02 ~~*Designing to Construction Cost Limit*~~*Reserved*

- ~~A. If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F to this Agreement.~~

5.03 *Opinions of Total Project Costs*

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

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
 - 1. Engineer and Owner shall comply with applicable Laws and Regulations.
 - 2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date to Laws and Regulations;
 - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;
 - c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make

resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.

- G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or elsewhere in this Agreement.
- H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- L. Engineer's services do not include providing legal advice or representation.
- M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

- A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to

Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A.

6.03 *Use of Documents*

- A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed.
- B. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.

- B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 Insurance

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- B. Owner shall procure and maintain insurance as set forth in Exhibit G. Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies carried by Owner, which are applicable to the Project.
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.
- D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- E. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.
- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled ~~or reduced in limits by endorsement~~, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.

- G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.06 *Suspension and Termination*

A. *Suspension:*

1. *By Owner:* Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.
2. *By Engineer:* Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.D.

B. *Termination:* The obligation to provide further services under this Agreement may be terminated:

1. For cause,
 - a. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. by Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.
 - 3) Engineer shall have no liability to Owner on account of such termination.
 - c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same,

then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of notice from Owner.
- C. *Effective Date of Termination:* The terminating party under Paragraph 6.06.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- D. *Payments Upon Termination:*
 1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.
 2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.D.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.07 *Controlling Law*

- A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.

6.08 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, claims arising out of this Agreement or money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

- C. Unless expressly provided otherwise in this Agreement:
 - 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
 - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 - 3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

6.09 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.10 *Environmental Condition of Site*

- A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.

- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.11 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), ~~including the loss of use resulting therefrom,~~ but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. **This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."**
- B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations **and to the extent (if any) required in Exhibit I, "Limitations of Liability."**
- C. *Environmental Indemnification:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- D. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- E. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

- F. *Mutual Waiver:* To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

6.12 *Records Retention*

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

6.13 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement. One or more waivers by either party of any provision, term, condition or covenant shall not be constructed as a waiver of a subsequent breach of the same by the other party.
- E. *Accrual of Claims:* To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:

1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.

10. *Construction Contract Documents*—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.
11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner’s costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner’s work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer’s independent professional associates and consultants; subcontractors; or vendors.
16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.
17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. *Engineer*—The individual or entity named as such in this Agreement.

21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer as an Additional Service and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.
27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.

31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner’s costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.
37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. *Day*:

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

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included:*

- A. Exhibit A, Engineer's Services.
- B. Exhibit B, Owner's Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.
- E. Exhibit E, Notice of Acceptability of Work.
- F. Exhibit F, ~~Construction Cost Limit~~Reserved.
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution.
- I. Exhibit I, Limitations of Liability.
- J. Exhibit J, Special Provisions.
- K. Exhibit K, Amendment to Owner-Engineer Agreement.

8.02 *Total Agreement*

- A. This Agreement, (together with the exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit K to this Agreement.

8.03 *Designated Representatives*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

8.04 *Engineer's Certifications*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: City of Yankton, South Dakota

Engineer: HDR Engineering, Inc.

By: _____
Print name: _____
Title: _____
Date Signed: _____

By: _____
Print name: J. Mike Coleman
Title: Vice President
Date Signed: _____

Engineer License or Firm's Certificate No. (if required):
C-516
State of: South Dakota

Address for Owner's receipt of notices:

Address for Engineer's receipt of notices:

P.O. Box 176
Yankton, SD 57078

6300 South Old Village Place – Suite 100
Sioux Falls, SD 57108

Designated Representative (Paragraph 8.03.A):
Kyle Goodmanson
Title: Director of Environmental Services
Phone Number: 605-668-5270
E-Mail Address: kgoodmanson@cityofyankton.org

Designated Representative (Paragraph 8.03.A):
Kevin F. Newman, PE
Title: Project Manager
Phone Number: 605-977-7760
E-Mail Address: Kevin.Newman@hdrinc.com

This is **EXHIBIT A**, consisting of 13 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____.

Engineer's Services

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

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A1.01 Additional Final Design Phase Work

- A. During Final Design and Preparation of the Contract Documents for Advertisement for Bidding, additional design work was requested by the City as follows:
1. Additional design work within the new Maintenance Garage:
 - a. Add a meter room west of the public restroom area, inside the garage. Include lighting, water, sewer, and compressed air to this room.
 - b. Add a bathroom to the east side of the public restroom, inside the garage, to be used by water utility maintenance staff. Include a mop sink in the restroom and small shower along with space for lockers. Provide hookups for a washer and dryer in or near the restroom.
 - c. To the west of the added meter room add a welding area with ventilation, curtains, a table, 240v receptacle, etc.
 - d. Evaluate the addition of a sandblasting and painting area in the maintenance garage for the ability to paint larger objects like valves, hydrants, etc. This was evaluated but not added to the maintenance garage.
 - e. Enlarged the overhead maintenance garage doors if possible to allow for taller vehicles like the flusher truck and backhoe to enter the garage. Overhead garage doors were increase in size to 12 ft. high x 14 ft. wide.
 - f. Evaluate adding radiant heating in the maintenance garage. Radiant heat was added to the work areas of the maintenance garage.
 - g. Add air tool hookups located throughout the maintenance garage.
 - h. Add at least 1 outside spigot on the east and west walls of the building outside the garage door.
 - i. Add 240V receptacles spaced appropriately along north side of garage wall for welder hookups.

- j. Add hot and cold water spigots to north east area of garage in front of garage door, to allow for vehicle washing.
2. Additional design work within the Upstairs Office Area:
- a. Run communications and electrical to front lobby area for future possible reception/secretary desk.
 - b. Swap men's and women's locker rooms to move frequently used men's restroom away from supervisor's office wall.
 - c. Add space and hookup for an oven/range to breakroom – Based on the approval from the City's Building inspector this can be a residential type oven with residential type exhaust hood above.
 - d. Add space and hookups for commercial ice machine to break room.
 - e. Provide communications and networking to conference room display (Monitor) from offices. Does not need to be linked to SCADA.
3. Access Ramp
- a. Evaluate the possibility of adding an access ramp to the main level of the building to allow a forklift from the lower level, to the upper level. This was evaluating but determined not to be practical.

X1.02 *Construction Phase*

- A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:
- 1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in this Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
 - 2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of

such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.

3. *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01.
4. *Pre-Construction Conference:* Participate in a pre-construction conference prior to commencement of Work at the Site.
5. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.
6. *Original Documents:* If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.
7. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
8. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
9. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

- b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.
10. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents. However, neither Engineer's authority to reject Work nor Engineer's decision to exercise or not exercise such authority shall give rise to a duty or responsibility of the Engineer to Contractors, Subcontractors, material and equipment suppliers, their agents or employees, or any other person(s) or entities performing any of the Work, including but not limited to any duty or responsibility for Contractors' or Subcontractors' safety precautions and programs incident to the Work.
11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.
13. *Non-reviewable Matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the

Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.

14. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
15. *Change Proposals, Change Orders and Work Change Directives:* Recommend Change Proposals, Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
16. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.
17. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
18. *Substitutes and "Or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.
19. *Inspections and Tests:*
 - a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.
 - b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
 - c. Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
20. *Change Proposals and Claims:* (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt

of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.

21. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

- a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).
- b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

22. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds,

Exhibit A – Engineer's Services

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.17. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.

23. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.

24. *Other Tasks:* Perform or provide the following other Construction Phase tasks or deliverables:

a. Construction of the RO Reject Water Outfall Diffuser Pipe into the Missouri River may require additional Environmental Services coordination with the Corp of Engineers, the National Park Service, and the South Dakota Game Fish and Parks Department and other regulatory agencies depending on the Contractor's method for construction of the outfall pipe. Time has been included for an Environmental Scientist to complete this coordination effort.

b. Water Purification Facility Expansion Construction Task Deliverables:

- 1) Pre-Construction Meeting Minutes
- 2) Daily Field Reports
- 3) Notice of Non-Compliance with Intent of the Contract Documents
- 4) Monthly Project Status Reports
- 5) Written Notification of Required Site Work Action
- 6) Distribution protocol for testing service
- 7) Recommendations for soil testing payment
- 8) Document logs for status of Manufacturer's Installation and Instrumentation Certification
- 9) Manufacturer's training outlines
- 10) Documentation log for equipment training
- 11) Field copy of Shop Drawings
- 12) Final Manufacturers' Operations and Maintenance Manuals
- 13) Substantial Completion Checklist
- 14) Record Drawings. 3 sets, CD with PDFs
- 15) Certificate of Substantial Completion
- 16) Final Completion Checklist
- 17) Final Inspection Findings

25. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in

writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E (“Notice of Acceptability of Work”) that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer’s knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.

26. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.D, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative Services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

X1.03 *Post-Construction Phase*

- A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:
1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.
 2. Together with Owner, visit the Project within one month before the end of the Construction Contract’s correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.
 3. Perform or provide the following other Post-Construction Phase tasks or deliverables:
 - a. Review Contractor Record Drawings
 - b. Upon concurrence of the Owner, issue the definitive Certificate of Substantial Completion and punch list setting the date of Substantial Completion

- c. Collect all closeout documents required by the Contract Documents and forward the documents along with the Contractors Final Application and Certificate for Payment to the Owner for processing by the Owner.
- d. Electronic Operation and Maintenance Manual (eOM).
 - 1) HDR will develop an eOM for the City of Yankton Water Treatment Facilities upgrade project, which will provide City of Yankton staff with the necessary information to operate and maintain its facilities in an efficient and reliable manner. The eOM will contain a variety of information, including facility and equipment descriptions, design criteria, process control narratives, design drawings, and vendor manuals. Using the eOM, City of Yankton Staff will be able to access this information in an electronic format with an easy-to-use graphical user interface. The eOM will also be implemented in a manner that allows for integration for future City facilities. Lastly, the eOM will be flexible and adaptable enough for future integration with and support for an enterprise asset management program and other City efforts to improve the overall O&M of its facilities.
 - 2) The eOM will be developed as a web application in the Microsoft ASP.net web environment and will function on the City's Windows-based server. The eOM will be internally accessible via Internet Explorer and will not be accessible by the general public. An on-line HTML text editor (Cute Editor) will be embedded in the eOM web pages to enable easy text editing by staff without having to know HTML. HDR owns a Cute Editor Enterprise License that allows for free distribution as long as the software is used on HDR's eO&M application. Static data will be retrieved from an SQL database. Other database options are available if necessary to coordinate with the District's software.
 - 3) The content and format will be developed in consultation with City Operations Staff and in accordance with SD DENR requirements. The following major new processes will be part of the eOM:
 - Collector Well
 - Influent aeration system.
 - Detention tank.
 - Gravity filters.
 - RO Membrane System.
 - Vertical Turbine Process Pumping.
 - High Service Pumping.
 - Chemical Feed Systems.

- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

PART 2 – ADDITIONAL SERVICES

A2.01 Additional Services Requiring Owner's Written Authorization

- A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit C.
1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
 2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
 3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
 4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2.
 5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
 6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.
 7. Undertaking investigations and studies including, but not limited to:
 - a. detailed consideration of operations, maintenance, and overhead expenses;
 - b. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
 - c. preparation of appraisals;
 - d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;
 - e. detailed quantity surveys of materials, equipment, and labor; and

Exhibit A – Engineer's Services

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- f. audits or inventories required in connection with construction performed or furnished by Owner.
8. Furnishing services of Consultants for other than Basic Services.
9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
10. Providing the following services:
 - a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.
 - b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.
11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Part 1 of Exhibit A).
12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.
13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.
14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.
15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.
16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
17. Preparing Record Drawings, and furnishing such Record Drawings to Owner.
18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.

19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
20. Preparation of operation, maintenance, and staffing manuals.
21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
22. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.
25. Overtime work requiring higher than regular rates.
26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8; any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
28. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).
29. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

A2.02 *Additional Services Not Requiring Owner's Written Authorization*

- A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner.
 1. Services in connection with Work Change Directives, Change Proposals and Change Orders to reflect changes requested by Owner.
 2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the

Exhibit A – Engineer's Services

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acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.

3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.
5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

This is **EXHIBIT B**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____.

Owner's Responsibilities

Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
- B. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
- C. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
- D. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 1. Property descriptions.
 2. Zoning, deed, and other land use restrictions.

3. Utility and topographic mapping and surveys.
 4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
 6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
 7. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- E. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- F. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
1. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests, including but not limited to the review of Contract Documents supplied by Engineer.
 3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.
- G. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

- I. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.
- J. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- K. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, then designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- L. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- M. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- N. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
- O. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
- P. Place and pay for advertisement for Bids in appropriate publications.
- Q. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- R. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
- S. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.

Exhibit C

Payments to Engineer for Services and Reimbursable Expenses

This is **EXHIBIT C**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____.

Payments to Engineer for Services and Reimbursable Expenses Basic Services – Standard Hourly Rates

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C2.01 Compensation For Basic Services (other than Resident Project Representative) – Standard Hourly Rates Method of Payment

- A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:
1. An amount equal to the cumulative hours charged to the Project by each class of Engineer’s personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Engineer’s Consultants’ charges, if any.
 2. The Standard Hourly Rates charged by Engineer constitute full and complete compensation for Engineer’s services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include Reimbursable Expenses or Engineer’s Consultants’ charges.
 3. Engineer’s Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit C as Appendices 1 and 2. The Engineer’s Reimbursable Expenses are based on a 36 month total construction scheduled as stated in the construction contract documents. Should the construction activities require additional time a modification to this contract may be requested.
 4. The total compensation for services under Paragraph C2.01 is estimated to be Two Million, Eight Hundred-Eleven Thousand, Five Hundred Seventy-Two Dollars (\$2,811,572) based on the following estimated distribution of compensation:

Task	Labor	Expense	Total Task
Additional Design and Bidding	\$179,535	\$500	\$180,035
Construction Administration	\$1,345,290	\$33,582	\$1,378,872
Resident Project Representative	\$1,062,640	\$190,025	\$1,252,665
Total	\$2,587,465	\$224,107	\$2,811,572

5. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner. See also C2.03.C.2 below.
6. The total estimated compensation for Engineer's services included in the breakdown by phases as noted in Paragraph C2.01.A.3 incorporates all labor, overhead, profit, Reimbursable Expenses, and Engineer's Consultants' charges.
7. The amounts billed for Engineer's services under Paragraph C2.01 will be based on the cumulative hours charged to the Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer's Consultants' charges.
8. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually (as of January 1) to reflect equitable changes in the compensation payable to Engineer.

C2.02 Compensation For Reimbursable Expenses

- A. Owner shall pay Engineer for all Reimbursable Expenses at the rates set forth in Appendix 1 to this Exhibit C.
- B. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
- C. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor of 1.0.

C2.03 *Other Provisions Concerning Payment*

- A. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.10.
- B. *Factors:* The external Reimbursable Expenses and Engineer's Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
- C. *Estimated Compensation Amounts:*
 - 1. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
 - 2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice, Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend the Engineer's services during the negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.
- D. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

Resident Project Representative – Standard Hourly Rates

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

C2.04 Compensation for Resident Project Representative Basic Services – Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Resident Project Representative Basic Services as follows:

1. **Resident Project Representative Services:** For services of Engineer's Resident Project Representative under Paragraph A1.05.A of Exhibit A, an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Resident Project Representative services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any. The total compensation under this paragraph is estimated to be **\$1,252,665** based upon the services of one full-time RPR on a ten-hour workday, Monday through Friday, over a 23 month construction duration of the construction period, half-time RPR services over a 4 month construction duration of the construction period, and then one 8 hour day per week over a 9 month construction duration from substantial completion to final completion. The total compensation under this paragraph also assumes the services of a second RPR on a ten-hour workday, Monday through Friday, over a 5 month construction duration of the construction period.

B. Compensation for Reimbursable Expenses:

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01, and are directly related to the provision of Resident Project Representative or Post-Construction Basic Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representative and assistants; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be those internal expenses related to the Resident Project Representative Basic Services. Meals and lodging for the Primary Resident Project Representative shall be reimbursed on a per diem basis using the Federal GSA allowance. The per diem will be \$153 per day.
4. The Reimbursable Expenses Schedule will be adjusted annually (as of January 1) to reflect equitable changes in the compensation payable to Engineer.

C. *Other Provisions Concerning Payment Under this Paragraph C2.04:*

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.10
2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. *Estimated Compensation Amounts:*
 - a. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
 - b. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend Engineer's services during negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.
4. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

Additional Services – Standard Hourly Rates

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

C2.05 Compensation for Additional Services – Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Additional Services, if any, as follows:

1. *General:* For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph A2.01.A.20, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.

B. *Compensation For Reimbursable Expenses:*

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following categories: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of 1.0.
4. The Reimbursable Expenses Schedule will be adjusted annually (as of January 1) to reflect equitable changes in the compensation payable to Engineer.

C. *Other Provisions Concerning Payment for Additional Services:*

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.10.

2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

This is **Appendix 1 to EXHIBIT C**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____.

Reimbursable Expenses Schedule

Reimbursable Expenses are subject to review and adjustment per Exhibit C. Rates and charges for Reimbursable Expenses as of the date of the Agreement are:

Direct Expenses

Traffic Counting Equipment	\$120.00 per hour
Survey/GPS Equipment	\$50.00 per hour
Robotic Total Station	\$50.00 per hour
Side-by-Side Utility Vehicle	\$25.00 per hour
Mapping Grade GPS	\$20.00 per hour
Mileage	\$0.75 per mile
Copies:	
24" x 36" Mylar	\$15.00 each
Plots Bond	\$8.00 each
Plain Paper Copies	\$0.15 each
Plain Paper Copies 11" x 17"	\$0.25 each
Color 11" x 17" Copies	\$1.25 each
Daily Per Diem for Resident Project Representative	
Meals (Breakfast, Lunch and Dinner)	\$32 per day
Lodging	\$75 per day

OTHER REIMBURSABLE EXPENSES

Reimbursable Expense shall mean the actual expenses incurred directly or indirectly in connection with the Project for transportation travel, subconsultants, subcontractors, computer usage, telephone, telex, shipping and express, and other incurred expense. Unless negotiated otherwise in the contract, ENGINEER will add 10% to invoices received by ENGINEER from subconsultants and subcontractors to cover administrative expenses and vicarious liability. Hourly equipment charges apply to specific equipment used on the project. Technology Charges apply to each hour an employee works on the project.

This is **Appendix 2 to EXHIBIT C**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____.

Standard Hourly Rates Schedule

A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Article C2.

B. *Schedule:*

The following is the 2017 Hourly Billing Rates for services performed on or after the date of the Agreement. These billing rates shall be adjusted annually to reflect any salary adjustments incurred by employees. The rates listed below do not include Reimbursable Expenses or hourly billing rates for equipment as defined below.

Description	Billing Rate/Hour
Managing Principal	\$210
Senior Project Manager	\$195
Project Manager	\$170
ASME Disciplines	\$175
Engineer V	\$170
Engineer IV	\$155
Engineer III	\$135
Engineer II	\$120
Engineer I	\$105
Engineering Technician III	\$115
Engineering Technician II	\$100
Engineering Technician I	\$90
Cadd/GIS Technician IV	\$130
Cadd/GIS Technician III	\$110
Cadd/GIS Technician II	\$100
Cadd/GIS Technician I	\$90
Right of Way III	\$170
Right of Way II	\$155
Right of Way I	\$130
Environmental Scientist V	\$170
Environmental Scientist IV	\$155
Environmental Scientist III	\$135

Exhibit C – Appendix 2: Standard Hourly Rates Schedule.

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

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Environmental Scientist II	\$120
<u>Environmental Scientist I</u>	<u>\$105</u>
Senior Land Surveyor	\$145
Land Surveyor	\$130
Survey Technician III	\$110
Survey Technician II	\$100
<u>Survey Technician I</u>	<u>\$90</u>
Senior Construction Manager	\$170
Construction Manager	\$140
Construction Engineer	\$120
<u>Construction Field Rep</u>	<u>\$90</u>
Public Involvement III	\$140
Public Involvement II	\$110
<u>Public Involvement I</u>	<u>\$90</u>
Accountant	\$100
Graphic Designer	\$90
Admin Assistant	\$70

HDR has technical experts in various geographic locations that may be utilized based on specific project need. This specialized expertise is not subject to the above rates and associated billing rates are to be determined at the time of contract negotiation.

This is **EXHIBIT D**, consisting of 5 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____.

Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

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

ARTICLE 1 - SERVICES OF ENGINEER

D1.01 Resident Project Representative

- A. Engineer shall furnish a Resident Project Representative (“RPR”) to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Engineer’s representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR’s actions.

- B. Through RPR’s observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor’s work in progress, for the coordination of the Constructors’ work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor’s failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A, Paragraph A1.05, of this Agreement are applicable.

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

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

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

10. *Inspections, Tests, and System Start-ups:*

- a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
- e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.

11. *Records:*

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

numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.

- e. Maintain records for use in preparing Project documentation.
- f. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

12. *Reports:*

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and/or recommend to Engineer proposed Change Proposals, Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
- d. Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

13. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

14. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

15. *Completion:*

- a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
- b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.

- c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).
- D. Resident Project Representative shall not:
1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including “or-equal” items).
 2. Exceed limitations of Engineer’s authority as set forth in this Agreement.
 3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
 5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
 6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
 7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
 8. Authorize Owner to occupy the Project in whole or in part.

This is **EXHIBIT E**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____.



NOTICE OF ACCEPTABILITY OF WORK

PROJECT: Water Purification Facility Expansion

OWNER: City of Yankton, South Dakota

CONTRACTOR: John T. Jones Construction, Inc.

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION: ES16-3

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT: _____

ENGINEER: HDR Engineering, Inc.

NOTICE DATE:

To: _____
Owner

And To: _____
Contractor

From: _____
Engineer

The Engineer hereby gives notice to the above Owner and Contractor that Engineer has recommended final payment of Contractor, and that the Work furnished and performed by Contractor under the above Construction Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated _____, and the following terms and conditions of this Notice:

CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work (“Notice”) is expressly made subject to the following terms and conditions to which all those who receive said Notice and rely thereon agree:

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

By: _____

Title: _____

Dated: _____

This is **EXHIBIT G**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____.

Insurance

Paragraph 6.05 of the Agreement is supplemented to include the following agreement of the parties:

G6.05 Insurance

A. The limits of liability for the insurance required by Paragraph 6.05.A and 6.05.B of the Agreement are as follows:

1. By Engineer:

a. Workers' Compensation: Statutory

b. Employer's Liability --

1) Bodily injury, each accident: \$1,000,000

2) Bodily injury by disease, each employee: \$1,000,000

3) Bodily injury/disease, aggregate: \$1,000,000

c. General Liability --

1) Each Occurrence (Bodily Injury and Property Damage): \$1,000,000

2) General Aggregate: \$1,000,000

d. Excess or Umbrella Liability --

1) Per Occurrence: \$1,000,000

2) General Aggregate: \$1,000,000

e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage):

\$1,000,000

f. Professional Liability --

1) Each Claim Made \$1,000,000

2) Annual Aggregate \$1,000,000

~~g. Other (specify): _____~~

Exhibit G – Insurance.

2. ~~By Owner:~~

a. ~~Workers' Compensation:~~ _____ ~~Statutory~~

b. ~~Employer's Liability~~

1) ~~Bodily injury, Each Accident~~ _____ \$[_____]

2) ~~Bodily injury by Disease, Each Employee~~ _____ \$[_____]

3) ~~Bodily injury/Disease, Aggregate~~ _____ \$[_____]

c. ~~General Liability~~

1) ~~General Aggregate:~~ _____ \$[_____]

2) ~~Each Occurrence (Bodily Injury and Property Damage):~~ \$[_____]

d. ~~Excess Umbrella Liability~~

1) ~~Per Occurrence:~~ _____ \$[_____]

2) ~~General Aggregate:~~ _____ \$[_____]

e. ~~Automobile Liability - Combined Single Limit (Bodily Injury and Property Damage):~~

_____ \$[_____]

f. ~~Other (specify):~~ _____ \$[_____]

B. *Additional Insureds:*

1. The following individuals or entities are to be listed on Owner's general liability policies of insurance as additional insureds:

a. HDR
Engineer

2. During the term of this Agreement the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability policies of insurance.

3. The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.05.A.

This is **EXHIBIT H**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____.

Dispute Resolution

Paragraph 6.09 of the Agreement is supplemented to include the following agreement of the parties:

H6.08 *Dispute Resolution*

- A. *Mediation:* Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by ~~here insert name of mediator, or mediation service~~ the American Arbitration Association. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

~~{or}~~

~~A. *Arbitration:* All Disputes between Owner and Engineer shall be settled by arbitration in accordance with the ~~insert the name of a specified arbitration service or organization here~~ rules effective at the Effective Date, subject to the conditions stated below. This agreement to arbitrate and any other agreement or consent to arbitrate entered into in accordance with this Paragraph H6.09.A will be specifically enforceable under prevailing law of any court having jurisdiction.~~

~~1. Notice of the demand for arbitration must be filed in writing with the other party to the Agreement and with the ~~specified arbitration service or organization~~. The demand must be made within a reasonable time after the Dispute has arisen. In no event may the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such Dispute would be barred by the applicable statute of limitations.~~

~~2. All demands for arbitration and all answering statements thereto which include any monetary claims must contain a statement that the total sum or value in controversy as alleged by the party making such demand or answering statement is not more than \$[] (exclusive of interest and costs). The arbitrators will not have jurisdiction, power, or authority to consider, or make findings (except in denial of their own jurisdiction) concerning any Dispute if the amount in controversy in such Dispute is more than \$[] (exclusive of interest and costs), or to render a monetary award in response thereto against any party which totals more than \$[] (exclusive of interest and costs). Disputes that are not subject to arbitration under this paragraph may be resolved in any court of competent jurisdiction.~~

Exhibit H - Dispute Resolution.

- ~~3.—The rules of any arbitration shall be supplemented to include the following: The award rendered by the arbitrators shall be in writing, and shall include (a) a precise breakdown of the award, and (b) a written explanation of the award specifically citing the Agreement provisions deemed applicable and relied on in making the award.~~
- ~~4.—The award rendered by the arbitrators will be consistent with the Agreement of the parties and final, and judgment may be entered upon it in any court having jurisdiction thereof, and will not be subject to appeal or modification.~~
- ~~5.—If a Dispute in question between Owner and Engineer involves the work of a Contractor, Subcontractor, or consultants to the Owner or Engineer (each a “Joinable Party”), and such Joinable Party has agreed contractually or otherwise to participate in a consolidated arbitration concerning this Project, then either Owner or Engineer may join such Joinable Party as a party to the arbitration between Owner and Engineer hereunder. Nothing in this Paragraph H6.09.A.5 nor in the provision of such contract consenting to joinder shall create any claim, right, or cause of action in favor of the Joinable Party and against Owner or Engineer that does not otherwise exist.~~

This is **EXHIBIT I**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____.

Limitations of Liability

Paragraph 6.11 of the Agreement is supplemented to include the following agreement of the parties:

A. *Limitation of Engineer's Liability*

~~**[NOTE TO USER: Select one of the three alternatives listed below for 16.11-A.1]**~~

~~1. *Engineer's Liability Limited to Stated Amount, or Amount of Engineer's Compensation:* To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants, to Owner and anyone claiming by, through, or under Owner for any and all injuries, claims, losses, expenses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project, Engineer's or its Consultants' services, or this Agreement, from any cause or causes whatsoever, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants, shall not exceed the total amount of \$[] or the total compensation received by Engineer under this Agreement, whichever is greater. Higher limits are available for an additional fee.~~

~~{or}~~

~~1. *Engineer's Liability Limited to Amount of Engineer's Compensation:* To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants, to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants shall not exceed the total compensation received by Engineer under this Agreement.~~

~~{or}~~

1. *Engineer's Liability Limited to Amount of Insurance Proceeds:* Engineer shall procure and maintain insurance as required by and set forth in Exhibit G to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent

Exhibit I - Limitations on Liability.

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

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permitted by Laws and Regulations, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Engineer by Engineer's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Engineer's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal), up to the amount of insurance required under this Agreement. If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all such uninsured Owner's Claims shall not exceed \$ 1,000,000.

~~**[NOTE TO USER: If appropriate and desired, include 16.11.A.2 below as a supplement to Paragraph 6.11, which contains a mutual waiver of damages applicable to the benefit of both Owner and Engineer.]**~~

2. *Exclusion of Special, Incidental, Indirect, and Consequential Damages:* To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision in the Agreement, consistent with the terms of Paragraph 6.11, the Engineer and Engineer's officers, directors, members, partners, agents, Consultants, and employees shall not be liable to Owner or anyone claiming by, through, or under Owner for any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes, including but not limited to: loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; and/or cost of capital; fines or penalties.

~~X1.04 [NOTE TO USER: List here particular types of damages that may be of special concern because of the nature of the project or specific circumstances, e.g., cost of replacement power, loss of use of equipment or of the facility, loss of profits or revenue, loss of financing, regulatory fines, etc.]~~

~~X1.05~~

~~X1.06 [NOTE TO USER: the above exclusion of consequential and other damages can be converted to a limitation on the amount of such damages, following the format of Paragraph 6.11.A.1 above, by providing that "Engineer's total liability for such damages shall not exceed \$_____."]~~

~~X1.07~~

~~X1.08~~

~~X1.09~~

~~X1.10 [NOTE TO USER: Many professional service agreements contain mutual indemnifications. If the parties elect to provide a mutual counterpart to the indemnification of Owner by Engineer in Paragraph 6.11.A, then supplement Paragraph 6.11.B by including the following indemnification of Engineer by Owner as Paragraph 6.11.B.]~~

~~X1.11~~X1.04 Indemnification by Owner: *To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.*

This is **EXHIBIT J**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____.

Special Provisions

Article 7 – Definitions, Paragraph(s) 7.01 – Defined Terms is/are amended to include the following agreement(s) of the parties:

A.6. The following assumptions are provided for Resident Project Representative for the completion of Water Purification Facility Expansion.

The Water Purification Facility Expansion contract time from Notice to Proceed through substantial completion is 27 months. The initial two (2) months is assumed to be dedicated for the contractor to design the soil retention system for protection of the existing water plant building and for shop drawing submittal and review, which will not require on site full time Resident Project Representative. The final two (2) months for substantial completion is assumed to be dedicated to startup and training of equipment, which also will not require an on site full time Resident Project Representative. The total time for a full-time Resident Project Representative is assumed to be 23 month construction duration of the construction project. Half-time Resident Project Representative is assumed for four (4) months of the construction project.

A second full-time Resident Project Representative will be needed when multiple critical parts of construction are taking place at the same time. For example when concrete is being placed and underground site piping work is taking place at the same time. A second full-time Resident Project Representative is assumed for five (5) months between the time period from Notice to proceed through substantial completion.

The additional contract time from substantial completion to final completion is 9 months. A Full-time Resident Project Representative is assumed to not be required during this time period. During this time period, a Resident Project Representative is assumed to be required for one day per week.

Site visits by design engineers includes the following:

- Structural Engineer – 12 visits
- Architect – 12 visits
- Electrical Engineer – 12 visits
- Mechanical Engineer – 12 visit
- Project Manager or Process Engineer – 27 visits
- Instrumentation and Control Engineer – 12 visits
- Landscape Architect – 3 visits

Paragraph(s) A1.01 of the Agreement is/are amended to include the following agreement(s) of the parties:

A.5. Engineer will use web-based Project Tracker Collaboration System (PTCS). PTCS was developed by Engineer-IS department for Engineer Inc. as a web application that can be utilized for collaboration with Clients, Subconsultants, and Contractors during construction.

A.12 Contractors will provide no more than 140 RFIs throughout the course of the construction project.

A.14 Assumes 40 Field Orders throughout course of the construction project.

A.15 A maximum of ten (10) Owner-initiated Change Proposal Requests/Change Orders will be issued throughout the course of the two construction project.

Paragraph(s) A2.02 of the Agreement is/are amended to include the following agreement(s) of the parties:

A.12. Engineer assumes twelve (12) requests for material substitution

Memorandum #17-92

To: Amy Nelson, City Manager
From: Kyle Goodmanson, Environmental Services Director
Subject: Final Payment and Acceptance of Collector Well
Date: April 24, 2017

The Collector Well Project is complete. This project included the construction of a 120' foot deep Collector Well with a 16' inside diameter. Construction also included 13 lateral screens averaging 185' long, and an above grade pump station with three vertical turbine pumps. A generator was also installed at the wastewater lagoons.

The project work has been completed in accordance with the contract documents and all change orders have been approved. The contractor has agreed to correct several items as contract warranty including seeding and reseeding some area within the construction site. The contractor will also be required to correct the chain-link fence locking device and some concrete patching on the window ledges that has flaked off.

The final contract price was \$82,454.98 less than the original contract price of \$9,213,103.94 for a final project cost of \$9,130,648.96.

City staff has reviewed the project and the final pay request. We recommend approval and that the project be accepted and that the City Finance Officer be authorized to issue a manual check in the amount of \$456,532.44 to Welfl Construction Corporation.

Respectfully submitted,



Kyle Goodmanson
 Environmental Services Director

Recommendation: City staff recommends approval and that the project be accepted and that the City Finance Officer be authorized to issue a manual check in the amount of \$456,532.44 to Welfl Construction Corporation.

I concur with this recommendation.

I do not concur with this recommendation.



Amy Nelson – City Manager

_____ Roll call



April 18, 2017

Mr. Kyle Goodmanson
315 West Riverside Drive
PO Box 176
Yankton, SD 57078

Re: 2014 Water Treatment Plant Improvements, Horizontal Collector Well
Yankton, SD City Project No. ES14-5
Contractor Pay Request No. 25 (Final)

Dear Mr. Goodmanson,

Attached are three (3) copies of the Contractor's **Pay Request No. 25 (Final)** for the 2014 Water Treatment Plant Improvements, Horizontal Collector Well, Project No. ES14-5. The pay application amount is \$456,532.44. The work has been completed in accordance with the contract documents.

The Contractor has agreed to correct the following items as part of the Contractor's Warranty.

1. Replace concrete patching on the window ledges that has flaked off.
2. Correct chain-link gate locking device and plunger.
3. Seed/Reseed areas where grass has not established.

We have reviewed the final pay request and recommend final acceptance of the project and final payment in the amount of \$456,532.44.

Please contact me with any questions regarding this pay application.

Sincerely,

HDR ENGINEERING, INC

Kevin F. Newman, P.E.
Project Engineer

Cc: Kevin Schulz – Welfl Construction Corp.



March 10, 2017

HDR Engineering
6300 S. Old Village Place
Sioux Falls, SD 57108

Re: 2014 Horizontal Collector Well
Yankton, SD

Dear Mr. Newman:

Attached you will find four (4) original copies of our pay application #25 (retainage), for the above referenced project, in the amount of **Four Hundred Fifty-Six Thousand Five Hundred Thirty-Two dollars and Forty-Four cents (\$456,532.44)**.

If you have any questions, please contact our office. Thank you.

Sincerely,

Welfl Construction Corp.

A handwritten signature in blue ink, appearing to read 'K. Schulz', is written over the printed name.

Kevin Schulz

Application and Certificate for Payment

TO OWNER: City of Yankton
416 Walnut Street
Yankton, SD 57078

PROJECT: 2014 Horiz. Collector Well
715 E. 4th St.
Yankton, SD 57078

FROM CONTRACTOR: Weif Construction Corporation
PO Box 60
Yankton, SD 57078

VIA ARCHITECT: HDR Engineering
6300 S. Old Village Place
Sioux Falls, SD 57108

APPLICATION NO: 25
PERIOD TO: 3/9/2017
CONTRACT FOR: General Construction
CONTRACT DATE: 11/28/2014
PROJECT NOS: 34362

Distribution to:
OWNER
ARCHITECT
CONTRACTOR
FIELD
OTHER

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. AIA Document G703™, Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM \$ 9,213,103.94
2. NET CHANGE BY CHANGE ORDERS \$ -82,454.98
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 9,130,648.96
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 9,130,648.96

5. RETAINAGE:

- a. _____ % of Completed Work
(Columns D + E on G703) \$ _____
- b. _____ % of Stored Material
(Column F on G703) \$ _____

Total Retainage (Lines 5a + 5b, or Total in Column I of G703) \$ 0.00

6. TOTAL EARNED LESS RETAINAGE \$ 9,130,648.96

(Line 4 minus Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 8,674,116.52

(Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE \$ 456,532.44

9. BALANCE TO FINISH, INCLUDING RETAINAGE

(Line 3 minus Line 6) \$ 0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 13,160.86	\$ -95,615.84
Total approved this month	\$	\$
TOTAL	\$ 13,160.86	\$ -95,615.84
NET CHANGES by Change Order	\$	\$ -82,454.98

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The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Weif Construction Corporation

By: [Signature] Date: 3-10-17

State of: SD

County of: Yankton

Subscribed and sworn to before

me this 10th day of March, 2017

Notary Public: [Signature]

My commission expires: 8/25/2020

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 456,532.44

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: HDR Engineering

By: [Signature] Date: 4/17/2017

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



AIA Document G703™ - 1992

Continuation Sheet

AIA Document G702™, 1992, Application and Certificate for Payment, or G732™, 2009, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.

In tabulations below, amounts are in US dollars.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 25
 APPLICATION DATE: 3/9/2017
 PERIOD TO: 3/9/2017
 ARCHITECT'S PROJECT NO: 34362

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (Not in D or E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE (If variable rate)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	General Conditions/Mobilizatio	883,753.00	883,753.00				883,753.00		
2	Site Clearing and Grubbing	7,723.00	7,723.00				7,723.00		
3	Instrumentation & Process Cor	156,000.00	156,000.00				156,000.00		
4	Concrete Caisson	1,469,191.00	1,469,191.00				1,469,191.00		
5	Well Laterals(10"x12")	2,353,292.50	2,353,292.50				2,353,292.50		
6	12" Well Lat Gat Valv w/ex ste	203,801.00	203,801.00				203,801.00		
7	Pump Station Building	919,144.00	919,144.00				919,144.00		
8	Vertical Turbine Pumps	1,237,796.04	1,237,796.04				1,237,796.04		
9	Vert. Pump Dischar & Heat Pip	371,409.00	371,409.00				371,409.00		
10	30" DIP Raw Wt. Transmiss M:	51,807.00	51,807.00				51,807.00		
11	24" PVC Raw Wt. Transmiss M:	89,031.63	89,031.63				89,031.63		
12	Air/Vacuum Manhole & Valve	45,049.00	45,049.00				45,049.00		
13	Ductile Iron Fittings	127,260.85	127,260.85				127,260.85		
14	Fire Hydrant & Valve	4,827.00	4,827.00				4,827.00		
15	Diesel Engine Generator	145,315.00	145,315.00				145,315.00		
16	Site Dist Switchgr & Elec Serv	211,407.00	211,407.00				211,407.00		
17	Elect Serv to Pump Stat. Build	696,862.00	696,862.00				696,862.00		
18	Traffic Control	681.00	681.00				681.00		
19	Earthwork(acc. Rd & Gener Sit	52,570.00	52,570.00				52,570.00		
20	Scarify & Recompact Subgrad	7,524.00	7,524.00				7,524.00		
21	Gravel Surfacing	28,008.00	28,008.00				28,008.00		
22	Geotextile Fabric	9,990.00	9,990.00				9,990.00		
23	8' High Chainik Fnc w/barb wire	16,631.54	16,631.54				16,631.54		
24	8' High Double Swing Gate	1,341.00	1,341.00				1,341.00		
25	Hackberry Tree Planting	2,751.03	2,751.03				2,751.03		
GRAND TOTAL									

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AIA Document G703™ - 1992

Continuation Sheet

AIA Document G702™-1992, Application and Certificate for Payment, or G732™-2009, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.
 In tabulations below, amounts are in US dollars.
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 25
APPLICATION DATE: 3/9/2017
PERIOD TO: 3/9/2017
ARCHITECT'S PROJECT NO: 04362

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED <i>(Not in D or E)</i>	G TOTAL COMPLETED AND STORED TO DATE <i>(D+E+F)</i>	H BALANCE TO FINISH <i>(C-G)</i>	I RETAINAGE <i>(If variable rate)</i>
			FROM PREVIOUS APPLICATION <i>(D + E)</i>						
26	Kentucky Coffeetree planting	1,834.02	1,834.02				1,834.02	100.00	
27	Siouxland Poplar Planting	1,528.00	1,528.00				1,528.00	100.00	
28	Bur Oak Planting	611.00	611.00				611.00	100.00	
29	Sea Green Juniper planting	1,475.00	1,475.00				1,475.00	100.00	
30	Hancock Coralberry Planting	3,218.40	3,218.40				3,218.40	100.00	
31	Buffalo Grass Sod	7,222.50	7,222.50				7,222.50	100.00	
32	No-Mow Grass	10,297.02	10,297.02				10,297.02	100.00	
33	Remove Sediment	697.06	697.06				697.06	100.00	
34	Remove Erosion Control Wattli	4,600.80	4,600.80				4,600.80	100.00	
35	Type 1 Erosion Control Blanket	2,740.50	2,740.50				2,740.50	100.00	
36	20" Diam. Eros. Control Wattli	17,849.40	17,849.40				17,849.40	100.00	
37	Rmov & Rset Eros. Cont. Wattli	4,696.65	4,696.65				4,696.65	100.00	
38	Concrete Pavement Replacem	63,168.00	63,168.00				63,168.00	100.00	
39	CPR #1- Recy Aggregate	-9,059.23	-9,059.23				-9,059.23	100.00	
40	CPR #6 Credits	-73,395.75	-73,395.75				-73,395.75	100.00	
Totals		9,130,648.96	9,130,648.96				9,130,648.96	100.00	
GRAND TOTAL									

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Memorandum #17-93

To: Amy Nelson, City Manager
From: Kyle Goodmanson, Environmental Services Director
Subject: Change Order #1 Force Main Project
Date: April 24, 2017

Work continues on the Force Main Project. The force main is complete and has been tested. Site work still needs to be completed including seeding. The project included the construction of 5,134 feet of 16 inch force main and 1,127 feet of 8 inch gravity main. The force main will deliver effluent from the new lift station to a new manhole just north of the street shop.

The attached Change Order No. 1 increases the project cost by \$32,408.75. The increase in cost was primarily due to increase costs of the bore by \$26,625.00. Small increases were included for changes in quantities and service line connections. The increased cost of the bore was caused by the need to bring in a rock crushing bit to complete the bore and additional time on the job.

The original contract price of \$615,377.25 will be increased by \$32,408.75 for a new contract price of \$647,786.00.

City staff has reviewed the project change order. We recommend that Change Order No. 1 be approved increasing the project cost by \$32,408.75.

Respectfully submitted,



Kyle Goodmanson
 Environmental Services Director

Recommendation: It is recommended that the City Commission approve Change Order No. 1 increasing the project by \$32,408.75.

I concur with this recommendation.

I do not concur with this recommendation.



Amy Nelson – City Manager

_____ Roll call

Date of Issuance: 10/10/2016	Effective Date: 4/13/17
Owner: City of Yankton, South Dakota	Owner's Contract No.: 2016-07
Contractor: Slowey Construction Inc.	Contractor's Project No.:
Engineer: McLaury Engineering, Inc.	Engineer's Project No.: 32120502
Project: Force Main and Gravity Sewer Project, 2016	Contract Name:

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

Description: This change order covers the work needed to add additional 16" force main, add sanitary sewer services, completion of boring through rock, change erosion control quantities, and close out of project quantities.

Attachments: See Attachment 1 for breakdown of Bid Quantity Adjustments

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES [note changes in Milestones if applicable]
Original Contract Price: \$ <u>615,377.25</u>	Original Contract Times: Substantial Completion: <u>May 1, 2017</u> Ready for Final Payment: <u>May 17, 2017</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u>-</u> to No. <u>-</u> : \$ <u>615,377.25</u>	[Increase] [Decrease] from previously approved Change Orders No. <u>-</u> to No. <u>-</u> : Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order: \$ <u>615,377.25</u>	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Increase of this Change Order: \$ <u>32,408.75</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>May 1, 2017</u> Ready for Final Payment: <u>June 1, 2018</u> days or dates
Contract Price incorporating this Change Order: \$ <u>647,786.00</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>May 1, 2017</u> Ready for Final Payment: <u>June 1, 2018</u> days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u>Kim S. McLaury</u> Engineer (if required)	By: _____ Owner (Authorized Signature)	By: <u>Robert K. Murray</u> Contractor (Authorized Signature)
Title: <u>President</u>	Title: _____	Title: <u>Project Manager</u>
Date: <u>4/18/17</u>	Date: _____	Date: <u>4/18/17</u>

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____

Change Order - Contract Price Adjustments

Attachement 1

For (Project): Force Main & Gravity Sewer Project, 2016						Change Order Number: 1					
Application Period: October 10, 2016 - April 13, 2015						Change Order Date: 4/13/2017					
A				B		C	D	E		F	G
Item			Original Contract Information				New Contract Information (After Change Order)			Change in Contract Price	Comments
Bid Item No.	Description		Item Quantity	Units	Unit Price	Total Value of Item (\$)	New Item Quantity	New Unit Price	New Total Value of Item		
11	16" Force Main		5081	Ft	\$41.00	\$208,321.00	5134	\$41.00	\$210,494.00	\$2,173.00	
15	Bore 18" Pipe		325	Ft	\$337.00	\$109,525.00	200	\$337.00	\$67,400.00	-\$42,125.00	
23	16" Sewer Pipe Bedding		5081	Ft	\$3.00	\$15,243.00	5134	\$3.00	\$15,402.00	\$159.00	
33	2" Adjusting Ring for Manhole		12	Each	\$14.00	\$168.00	10	\$14.00	\$140.00	-\$28.00	Did not use on 96" MH
36	6" Pipe Plug		3	Each	\$55.00	\$165.00	4	\$55.00	\$220.00	\$55.00	Added Service @34+75
37	Reconnect Sewer Service		2	Each	\$325.00	\$650.00	3	\$325.00	\$975.00	\$325.00	Extra Service @ 37+65
39	16" Pipe Bend		15	Each	\$1,690.00	\$25,350.00	14	\$1,690.00	\$23,660.00	-\$1,690.00	Did not use 22.5°
46	4" Concrete Sidewalk		118	SqFt	\$5.00	\$590.00		\$5.00		-\$590.00	Did not Install
52	Type 3 Erosion Control Blanket		222	SqYd	\$5.50	\$1,221.00		\$5.50		-\$1,221.00	Did not Install
53	12" Diameter Erosion Control Wattle		140	Ft	\$3.75	\$525.00		\$3.75		-\$525.00	Did Not Install
54	Low Flow Silt Fence		857	Ft	\$3.50	\$2,999.50	807	\$3.50	\$2,824.50	-\$175.00	Did not install in ditch
	10" x 4" Reducer			Each			1	\$500.00	\$500.00	\$500.00	
	10" x 6" Reducer			Each			1	\$500.00	\$500.00	\$500.00	Abandon 10" FM
	6" Cap			Each			1	\$500.00	\$500.00	\$500.00	Abandon 10" FM
	Private Storm Sewer Adjustment			Each			1	\$3,500.00	\$3,500.00	\$3,500.00	
	Crushed Concrete (Ballast)			Ton			43.23	\$25.00	\$1,080.75	\$1,080.75	
	Rock Bore 18" Pipe			Ft			125	\$550.00	\$68,750.00	\$68,750.00	
	4" Sewer Service			Ft			30	\$31.00	\$930.00	\$930.00	Service @ Sinclair Station
	8"x4" Pipe Wye			Each			2	\$145.00	\$290.00	\$290.00	Service @ Sinclair Station
Totals						\$364,757.50			\$397,166.25	\$32,408.75	

Change Order - Contract Price Adjustments

Attachement 1

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23	16" Sewer Pipe Bedding	5081	Ft	\$3.00	\$15,243.00	5134	\$3.00	\$15,402.00	\$159.00				
33	2" Adjusting Ring for Manhole	12	Each	\$14.00	\$168.00	10	\$14.00	\$140.00	-\$28.00	Did not use on 96" MH			
36	6" Pipe Plug	3	Each	\$55.00	\$165.00	4	\$55.00	\$220.00	\$55.00	Added Service @34+75			
37	Reconnect Sewer Service	2	Each	\$325.00	\$650.00	3	\$325.00	\$975.00	\$325.00	Extra Service @ 37+65			
39	16" Pipe Bend	15	Each	\$1,690.00	\$25,350.00	14	\$1,690.00	\$23,660.00	-\$1,690.00	Did not use 22.5°			
46	4" Concrete Sidewalk	118	SqFt	\$5.00	\$590.00		\$5.00		-\$590.00	Did not Install			
52	Type 3 Erosion Control Blanket	222	SqYd	\$5.50	\$1,221.00		\$5.50		-\$1,221.00	Did not Install			
53	12" Diameter Erosion Control Wattle	140	Ft	\$3.75	\$525.00		\$3.75		-\$525.00	Did Not Install			
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	10" x 4" Reducer		Each			1	\$500.00	\$500.00	\$500.00				
	10" x 6" Reducer		Each			1	\$500.00	\$500.00	\$500.00	Abandon 10" FM			
	6" Cap		Each			1	\$500.00	\$500.00	\$500.00	Abandon 10" FM			
	Private Storm Sewer Adjustment		Each			1	\$3,500.00	\$3,500.00	\$3,500.00				
	Crushed Concrete (Ballast)		Ton			43.23	\$25.00	\$1,080.75	\$1,080.75				
	Rock Bore 18" Pipe		Ft			125	\$550.00	\$68,750.00	\$68,750.00				
	4" Sewer Service		Ft			30	\$31.00	\$930.00	\$930.00	Service @ Sinclair Station			
	8"x4" Pipe Wye		Each			2	\$145.00	\$290.00	\$290.00	Service @ Sinclair Station			
Totals								\$364,757.50			\$397,166.25	\$32,408.75	

Memorandum # 17-91

To: Amy Nelson, City Manager
From: Joe Morrow, Building Official
Subject: Sidewalk Café 304 West 3rd Street & 309 Cedar Street, Rounding 3rd.
Date: April 18, 2017

Attached is a Sidewalk Café permit application along with a site drawing (Exhibit-A-) detailing the location of items to be located on the sidewalk.

Sidewalk Cafés are permitted in defined 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.
- No food or beverage service devices can be attached to the sidewalk or other public areas.
- 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.

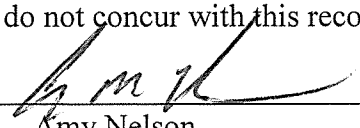
It is recommended that the City Commission approve the attached Sidewalk Permit Application for Rounding 3rd, located at 304 West 3rd Street & 309 Cedar Street.

Respectfully Submitted,


Joe Morrow
Building Official

Recommendation: It is recommended that the City Commission approve Memorandum #17-91 approving a Sidewalk Café Permit for Rounding 3rd located at 304 West 3rd Street & 309 Cedar Street.

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



 Amy Nelson
 City Manager

_____ Roll Call

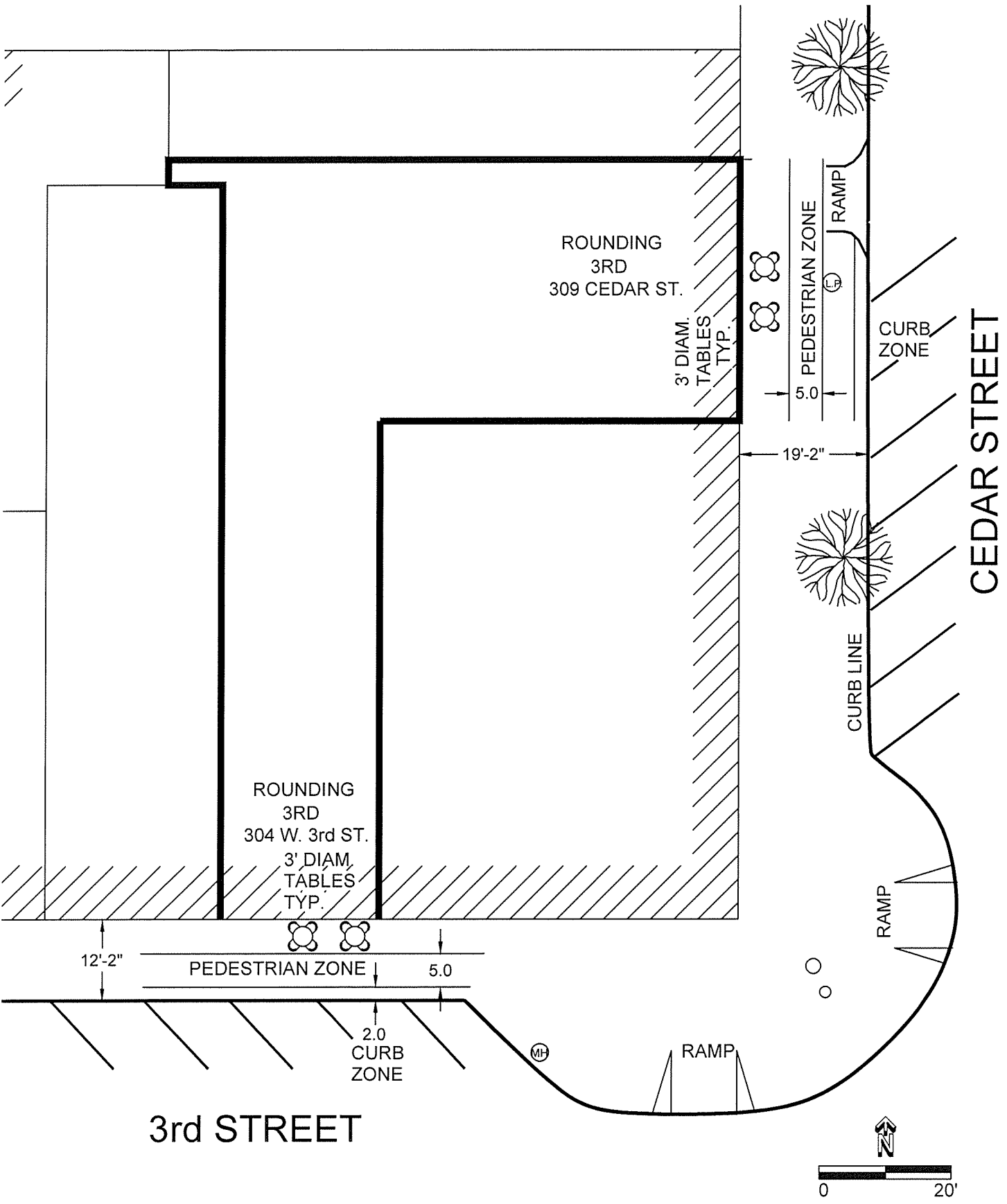


EXHIBIT -A-

CITY OF YANKTON

Sidewalk Cafe Permit Application

Annual permit for calendar year: 2017

Permit No. 4

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>304 W 3RD: W/3 E2 LTS 10+11 + W3 E2 E2 W/2 12 BLK 24 TODD'S S/D</u> <u>309 CEDAR: E50' OF N18' LT 11 + E50' OF S22' LT 12 BLK 24 TODD'S S/D</u>		
Address <u>304 W 3rd & 309 Cedar St Yankton, SD 57078</u>		
Owner	Mailing Address	Phone Number
<u>Drotzmann + Portillo LLC</u>	<u>304 W 3rd Yankton</u>	<u>605-6234</u>
Operator/Contact Person	Mailing Address	Phone Number
<u>Steve Drotzmann</u>	<u>P.O. Box 1082 Yankton, SD 57078</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:

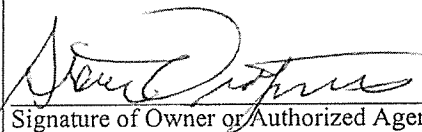
1. Curb zone: Two feet from the face of the curb toward the private property line.
2. Pedestrian zone: A five foot wide corridor on the sidewalk not including the curb zone.
3. Sidewalk cafe permit zone: Remaining area of the public sidewalk not included in the curb zone or pedestrian zone. Sidewalk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

(2) 3'-0" DIAM. TABLES AT EACH LOCATION. REF. DRAWING

 4-17-17
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.