



CITY OF YANKTON

2020_12_14

**CITY COMMISSION
MEETING**



Mission Statement

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

YANKTON BOARD OF CITY COMMISSIONERS

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

Monday, December 14, 2020

City of Yankton Community Meeting Room

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

Due to the COVID-19 virus, this meeting will be conducted electronically in compliance with SDCL. If you would like to watch the City Commission meeting you can do so by accessing the City of Yankton’s YouTube Live Channel.

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

If you would like to participate in the City Commission meeting, limited access will be provided through the west door of the CMTEA building. You will be asked to state what item you would like to participate in and allowed access one person at a time into the meeting room. You will be asked to introduce yourself and make your comments. Alternatively, you can comment or ask questions utilizing the chat function on the YouTube Livestream or email commission@cityofyankton.org.

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

I. ROUTINE BUSINESS

1. Roll Call

2. Approve Minutes of work session meeting of November 23, 2020; regular meeting of November 23, 2020; and Special City Commission meeting of December 2, 2020

Attachment I-2

3. Schedule of Bills

Attachment I-3

4. City Manager’s Report

Attachment I-4

5. Public Appearances

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

II. CONSENT ITEMS

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

1. **Renewal of Mobile Home Park Licenses**

Consideration of Memorandum #20-230 recommending approval of the renewal of Mobile Home Park licenses for the 2021 licensing period

Attachment II-1

2. **Pawn Brokers Licenses for 2021**

Consideration of Memorandum #20-237 recommending approval of the application for Pawn Brokers License, Cornerstone Jewelry Design, LLC

Attachment II-2

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. **Board of Adjustment - Public Hearing**

The City Commission acting as the Board of Adjustment; Consideration of Memorandum #20-236 and the public hearing to consider a variance from the City's Sign Ordinance in a B-2 Highway Business District for the placement of two banners in locations not permitted by the ordinance on Block 2 of K-Mart Addition in the City of Yankton at 2320 Broadway Avenue. Unclaimed Freight Furniture, occupant. William Hinks and Tamera Wallenstein, owners.

Attachment III-1

2. **Budget Supplement – Public Hearing**

Memorandum supporting Ordinance #1043 the second supplement to the 2020 Annual appropriation Ordinance #1024 and second reading and public hearing of said Ordinance

Attachment III-2

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. **Sweeper Purchase - Sourcewell**

Consideration of Memorandum #20-226 regarding Equipment purchase from Sourcewell Contract for a new Street Sweeper for the Department of Public Works, City of Yankton

Attachment IV-1

2. **Uncollectible Utility Accounts**

Consideration of Memorandum #20-228 recommending that the City write off Uncollectible Utility Accounts

Attachment IV-2

3. **Purchase of Radar Equipment for Yankton Police Department**

Consideration of Memorandum #20-235 and Resolution #20-88 regarding purchase of radar equipment for Yankton Police Department

Attachment IV-3

- 4. Water Purification Plant Close Out**
Consideration of Memorandum #20-212 regarding Final Payment, Change Orders 7 and 8, and Acceptance of Water Purification Plant Project
Attachment IV-4
- 5. Planning Commission – Plat Review**
Consideration of Memorandum #20-238 regarding Resolution #20-90, a Replat of Lots 1 and 2 of Groseth Crossing Subdivision in the Southwest Quarter of the Southwest Quarter of Section 31, T94N, R55W of the 5th P.M., City and County of Yankton South Dakota. To be hereafter known as: Lots 1A, 1B, 2A and 2B of Groseth Crossing Subdivision, City and County of Yankton, South Dakota. Address, 3100 Broadway Ave. Lubben Properties, LLC, owner
Attachment IV-5
- 6. Introduction of 2020 Assessment Roll–First Reading – Noxious Vegetation & Tree Trimming – set public hearing**
Introduction of 2020 Assessment Roll–First Reading –Noxious Vegetation & Tree Trimming, Consideration of Memorandum #20-232 and Resolution #20-87, recommending that January 25, 2021, be established as the date for a public hearing on the special assessment roll for Noxious Vegetation and Tree Trimming
Attachment IV-6
- 7. Wastewater Plant Scope & Contract for Engineering Services**
Consideration of Memorandum #20-213 regarding Scope and Contract for Engineering Services for Wastewater Plant
Attachment IV-7
- 8. Library Agreement renewal between City of Yankton and Yankton County**
Consideration of Memorandum #20-211 and Resolution #20-80 regarding Library Contract between City of Yankton and Yankton County
Attachment IV-8
- 9. Riverside Drive Close Out**
Consideration of Memorandum #20-197 regarding Change Order Number 1, Final Project Acceptance and Final Payment for the Riverside Drive Reconstruction from Green Street to Broadway
Attachment IV-9
- 10. Planning Commission – Plat Review**
Consideration of Memorandum #20-239 regarding Resolution #20-91, a Plat of Lots 6A, 6B, 7A, and 7B, Block 2, Westbrook Estates being a Replat of Lots 6 and 7, Block 2, Westbrook Estates located in the East 700 feet of the East Half of the Southeast Quarter, except the South 560 feet and less R.O.W. thereof, Section 2, T93N, R56W of the 5th P.M., City of Yankton, South Dakota. Address, east side of the 2500 Block of Dorian Drive. Johanneson Contracting, Inc., owner.
Attachment IV-10

11. Surplus Handheld Equipment

Resolution#20-89 regarding surplus handheld equipment from Water Department

Attachment IV-11

V. OTHER BUSINESS

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

VI. ADJOURN THE MEETING OF DECEMBER 14, 2020

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

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

**CHAMBER OF THE BOARD OF CITY COMMISSIONERS
YANKTON, SOUTH DAKOTA
CITY COMMISSION WORK SESSION, 6:00 P.M.
NOVEMBER 23RD, 2020**

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

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

City Manager, Amy Leon, began with a short explanation of the goal for this work session was to gather a consensus of how the commission wanted to proceed regarding a question of whether or not to have a mask mandate in the City of Yankton. City Attorney, Ross Den Herder laid out five basic options for how the commission could proceed and explained the process for how to proceed if a different direction is encouraged. After much discussion from Commissioners, community leaders and other citizens, the consensus was to remind citizens of the current Resolution 20-26, asking citizens to follow CDC recommendations. Recommendations were for hygiene, social distancing, staying home when feeling ill and wearing of masks. It was also the commissions consensus to help fund some community educational efforts up to \$15,000 to remind citizens of the CDC recommended safe practices. No other official action was taken at this work session.

Action 20-398

Moved by Commissioner Moser, seconded by Commissioner Benson, to adjourn at 7:00 p.m.

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

Motion adopted.

Nathan V Johnson
Mayor

ATTEST:

Al Viereck
Finance Officer

**CHAMBER OF THE BOARD OF CITY COMMISSIONERS
YANKTON, SOUTH DAKOTA
NOVEMBER 23RD, 2020**

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

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

Quorum present.

Action 20-399

Moved by Commissioner Brunick, seconded by Commissioner Moser, to approve Minutes of regular meeting of November 9, 2020.

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

Motion adopted.

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

Citizens, Amy Fox, Valerie Grave, Cindy Konopasek and Pastor Kitch, Discovery Church, appeared in person to express their thoughts on a possible mask mandate by the City of Yankton. There were also a number of YouTube comments and e-mails.

Action 20-400

Moved by Commissioner Maibaum, seconded by Commissioner Benson, to change the agenda and remove New Business Item IV-11, discussion regarding Memorandum and Resolution 20-26 which was approved earlier this year.

Roll Call: Commissioners voting “Aye” were Benson, Carda, Maibaum, Moser, Schramm and Mayor Johnson; Commissioners voting “Nay” were Brunick, Miner and Webber.

Motion adopted.

Consent Agenda items were discussed and voted on separately.

Action 20-401

Moved by Commissioner Moser, seconded by Commissioner Benson, to approve the renewal of applications for 2021 City Dance Licenses. (Memorandum 20-215)

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

Motion adopted.

Action 20-402

Moved by Commissioner Carda, seconded by Commissioner Brunick, to approve the renewal of applications for Private Collector of Refuse Licenses for the year 2021 (January 1, 2021– December 31, 2021) licensing period. (Memorandum 20-214)

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

Motion adopted.

Action 20-403

Moved by Commissioner Carda, seconded by Commissioner Miner, to approve of the applications for Pawn Brokers License for the year of 2021. (Memorandum 20-224)

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

Motion adopted.

Action 20-404

Moved by Commissioner Benson, seconded by Commissioner Carda, to establish December 14, 2020, as the date for the public hearing on the request for a Special Events Retail (on-sale) Liquor License for 1 day, February 6, 2021, from BPO Elks Lodge 994 d/b/a Elks Lodge 994 (Cindy Goeden, Secretary), NFAA, 800 Archery Lane, Yankton, S.D.

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

Motion adopted.

Action 20-405

This was the time and place for the public hearing of the application for a New Retail (on-off sale) Wine and Cider License for January 1, 2021, to December 31, 2021, from Mint, Yankton, LLC dba Mint, Yankton, LLC, (Michael Feimer, Owner) 318 Douglas, Yankton, S.D. (Memorandum 20-207) No one was present to speak for or against the application.

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

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

Motion adopted.

Action 20-406

This was the time and place for the public hearing of the application for a New Retail (on-off sale) Malt Beverage & SD Farm Wine License for July 1, 2020, to June 30, 2021, from Mint, Yankton, LLC dba Mint, Yankton, LLC, (Michael Feimer, Owner) 318 Douglas, Yankton, S.D. (Memorandum 20-208) No one was present to speak for or against the application.

Moved by Commissioner Miner, seconded by Commissioner Carda, to approve the license.

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

Motion adopted.

Action 20-407

This was the time and place for the public hearing of the application for the for renewal of Alcoholic Beverage Licenses for the 2021 (January 1, 2021, to December 31, 2021) licensing period. (Memorandum 20-209) No one was present to speak for or against the application.

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

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

Motion adopted.

Action 20-408

This was the time and place for the public hearing of the application for a Special Events Retail (on-sale) Liquor License for 1 day, December 5, 2020, from Lucky Irish, Inc. d/b/a O'Malley's Irish Pub (Jeff Dayhuff, President), NFAA, 800 Archery Lane, Yankton, S.D. (Memorandum 20-210) No one was present to speak for or against the application.

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

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

Motion adopted.

Action 20-409

Moved by Commissioner Miner, seconded by Commissioner Moser, to approve the renewal of the annual lease with the Yankton Area Senior Citizen Center Board for the use of The Center building located at 900 Whiting Drive. (Memorandum 20-223)

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

Motion adopted.

Action 20-410

This was the time and place for the bid opening of the 2021 Annual Supply of Transport-Tankwagon Petroleum Products for Chan Gurney Municipal Airport. Two bids were received and opened on November 12th, 2020 at 3:00 p.m. from Campbell Oil and Gerstner Oil. (Memorandum 20-222)

Moved by Commissioner Moser, seconded by Commissioner Benson, to award the bid to Campbell Oil for \$0.2287 Aviation Gas – 100 low lead and \$0.132512 per gallon Jet A fuel (with fuel system ice inhibitor) Transport; Campbell Oil for \$0.4489 per gallon Aviation Gas – 100 low lead and \$0.3499 per gallon Jet A fuel (with fuel system ice inhibitor) Tankwagon.

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

Motion adopted.

Action 20-411

Moved by Commissioner Benson, seconded by Commissioner Moser, to approve Resolution 20-81. (Memorandum 20-216)

RESOLUTION 20-81

Plat

WHEREAS, the Replat of Block 69, Lower Yankton including the vacated north/south alley lying within said Block 69, and including Parcel A of Block 69, Lower Yankton, and including Parcel B of Block 69, Lower Yankton, all in the City and County of Yankton, South Dakota, hereafter to be known as: St. Joe’s Corner and Lots RL-1, RL-2 and RL-3, St. Joe’s Corner, City and County of Yankton, South Dakota has been prepared by John L. Brandt, a registered land surveyor in the state of South Dakota, and

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

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

Roll Call: Commissioners voting “Aye” were Benson, Brunick, Carda, Maibaum, Miner, Moser, Webber and Mayor Johnson; voting “Nay:” None. Abstain: Commissioner Schramm.

Motion adopted.

Action 20-412

Moved by Commissioner Carda, seconded by Commissioner Schramm, to approve Resolution 20-82. (Memorandum 20-217)

RESOLUTION 20-82

Plat

WHEREAS, the Replat of Lot A of Lot 3, Parcel 1 of Lot B of Lot 3 and Lot A of Lot 4, Whiting's Subdivision, City and County of Yankton, South Dakota, and a Replat of Lot 5, East Industrial Park, City and County of Yankton, South Dakota, hereafter to be known as: Lots 1 and 2, Van Gerpen's Addition, City and County of Yankton, South Dakota has been prepared by John L. Brandt, a registered land surveyor in the state of South Dakota, and

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

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

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

Action 20-413

Moved by Commissioner Benson, seconded by Commissioner Carda, to approve Resolution 20-83. (Memorandum 20-218)

RESOLUTION 20-83

Plat

WHEREAS, the plat of Lots 1A, 2A, and 3A of Hagemann Addition in the NE 1/4 of the NE 1/4 and Government Lot 1 of Section 17, T93N, R55W of the 5th P.M., City and County of Yankton, South Dakota has been prepared by Brett R. Kennedy, a registered land surveyor in the state of South Dakota, and

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

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

Roll Call: Commissioners voting "Aye" were Benson, Brunick, Carda, Maibaum, Miner, Schramm, Webber and Mayor Johnson; voting "Nay:" None. Abstain: Commissioner Moser.
Motion adopted.

Action 20-414

Moved by Commissioner Moser, seconded by Commissioner Benson, to approve Resolution 20-84. (Memorandum 20-219)

RESOLUTION 20-84

Plat

WHEREAS, the plat of Lots 16, 17, 19 and 20, Whitetail Run, in the NE 1/4 of the SE 1/4 of Section 16, T93N, R56W of the 5th P.M., Yankton County, South Dakota; and a Replat of Lot 7, hereafter to be known as Lot 6, Whitetail Run, in the NE 1/4 of the SE 1/4 of Section 16, T93N, R56W of the 5th P.M., Yankton County, South Dakota has been prepared by John L. Brandt, a registered land surveyor in the state of South Dakota, and

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

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

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

Action 20-415

Moved by Commissioner Carda, seconded by Commissioner Benson, to approve Resolution 20-85. (Memorandum 20-220)

RESOLUTION 20-85

Plat

WHEREAS, the plat of Lot 18, Whitetail Run, in the NE 1/4 of the SE 1/4 of Section 16, T93N, R56W of the 5th P.M., Yankton County, South Dakota has been prepared by John L. Brandt, a registered land surveyor in the state of South Dakota, and

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

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

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

While The City Commission was acting as the Board of Adjustment; Commissioner Moser introduced a variance from the City’s Sign Ordinance in a B-2 Highway Business District for the placement of two banners in locations not permitted by the ordinance on Block 2 of K-Mart Addition in the City of Yankton at 2320 Broadway Avenue by Unclaimed Freight Furniture, occupant, William Hinks and Tamera Wallenstein, owners, and set the date of the second reading and public hearing as December 14th, 2020. (Memorandum 20-221)

Action 20-416

Moved by Commissioner Brunick, seconded by Commissioner Carda, to approve Resolution 20-86. (Memorandum 20-225)

RESOLUTION 20-86

A RESOLUTION AUTHORIZING THE PLACEMENT OF STOP SIGNS AT THE WEST STREET INTERSECTION WITH 15TH STREET.

WHEREAS, West Street south of 15th Street has been recently accepted into the city roadway inventory, and;

WHEREAS, the newly constructed road creates a 4-way intersection, and;

WHEREAS, the Dakota West Addition is a residential area with mostly local traffic, and;

WHEREAS, the traffic volume on 15th Street is expected to be significantly more than that on West Street, and;

WHEREAS, it is provided by the Code of Ordinances of the City of Yankton that the City has the authority to place and maintain all regulatory signs that meet the requirements of the Manual on Uniform Traffic Control Devices.

NOW, THEREFORE, BE IT RESOLVED by the Board of City Commissioners of the City of Yankton, SD, that a stop condition be established, for north bound traffic at the intersection of 15th Street and West Street.

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

Commissioner Miner introduced and Mayor Johnson read the title of Ordinance No. 1043, AN ORDINANCE AMENDING AND SUPPLEMENTING ORDINANCE NO.1024, THE 2020 ANNUAL APPROPRIATION ORDINANCE OF THE CITY OF YANKTON, SOUTH DAKOTA, and set the date of the second reading and public hearing as December 14th, 2020.

Action 20-417

Moved by Commissioner Benson, seconded by Commissioner Brunick, to adjourn at 8:11 p.m.

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

Nathan V Johnson
Mayor

ATTEST:

Al Viereck
Finance Officer

**CHAMBER OF THE BOARD OF CITY COMMISSIONERS
YANKTON, SOUTH DAKOTA
SPECIAL CITY COMMISSION MEETING, 5:30 P.M.
DECEMBER 2ND, 2020**

Budget Workshop Session of the Board of City Commissioners of the City of Yankton was called to order by Mayor Johnson.

Roll Call: Present: Commissioners Benson, Brunick, Carda, Maibaum, Miner, Moser, Schramm and Webber. City Attorney Den Herder and City Manager Leon were also present. Absent: None. Quorum present.

There were no public appearances at this time.

Commissioner Webber introduced and Mayor Johnson read the title of the Ordinance No. 1044, AN EMERGENCY ORDINANCE REQUIRING THE WEARING OF FACE COVERINGS IN CERTAIN SITUATIONS TO SLOW THE COMMUNITY SPREAD OF THE NOVEL CORONAVIRUS CAUSING COVID-19 DISEASE, and set the date of the second reading and public hearing as December 9th, 2020.

City Manager, Amy Leon, explained the process of the “introduction” to the ordinance. The second reading and public hearing will take place on December 9th, 2020 at 5:30 p.m. at the YHS Theater. It was encouraged that citizens submit their comments via e-mail, letter, Facebook or by physically attending the meeting on December 9th, 2020.

City Attorney, Ross Den Herder, explained that the ordinance creates a mask mandate, the definition of the mandate, the current exemptions and the abilities to suspend.

Commissioners had some concerns about the language of the ordinance and those will be incorporated for the second reading and public hearing.

Dr. Milroy gave an explanation of why and how the health board supports the proposed ordinance and they recommend its passage.

No other business or official action was taken.

Action 20-418

Moved by Commissioner Carda, seconded by Commissioner Webber, to adjourn at 6:44 p.m.

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

Motion adopted.

Nathan V Johnson
Mayor

ATTEST:

Al Viereck
Finance Officer

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
A-OX WELDING SUPPLY CO I	CO2	31.75	CHEMICALS & GASES	101.123.240		239580	080300	P	835	00010
	PROPANE	74.85	CHEMICALS & GASES	801.801.240		76199200	080305	P	835	00013
		106.60	*VENDOR TOTAL							
AIRPORT MGR'S ASSN., S.D	MEMBERSHIP DUES	25.00	CONFERENCE & MEETINGS	101.127.265		11.17.20	021329	P	835	00001
ASSN OF CODE ENFORCEMENT	MEMBERSHIP DUES	40.00	MEMBERSHIP DUES	101.111.261		11.20.20	021331	P	835	00012
AUTOMATIC BUILDING CONTR	ANNUAL FIRE ALARM INSP	1,755.00	REP. & MAINT. - BUILDING	101.125.223		226707	021966	P	835	00011
AVENU INSIGHTS & ANALYTI	MAINT PROGRAM SUPPORT	918.75	PROFESSIONAL SERVICES -	101.104.202		019034	003926	P	835	00002
	MAINT PROGRAM SUPPORT	219.56	PROFESSIONAL SERVICES	601.601.202		019034	003926	P	835	00003
	MAINT PROGRAM SUPPORT	247.00	PROFESSIONAL SERVICES	611.611.202		019034	003926	P	835	00004
	MAINT PROGRAM SUPPORT	82.33	PROFESSIONAL SERVICES	631.631.202		019034	003926	P	835	00005
	MAINT PROGRAM SUPPORT	314.37	PROFESSIONAL SERVICES -	101.104.202		019035	003925	P	835	00006
	MAINT PROGRAM SUPPORT	75.13	PROFESSIONAL SERVICES	601.601.202		019035	003925	P	835	00007
	MAINT PROGRAM SUPPORT	84.52	PROFESSIONAL SERVICES	611.611.202		019035	003925	P	835	00008
	MAINT PROGRAM SUPPORT	28.17	PROFESSIONAL SERVICES	631.631.202		019035	003925	P	835	00009
	MAINT PROGRAM SUPPORT	918.75	PROFESSIONAL SERVICES -	101.104.202		019810	003926	P	843	00005
	MAINT PROGRAM SUPPORT	219.56	PROFESSIONAL SERVICES	601.601.202		019810	003926	P	843	00006
	MAINT PROGRAM SUPPORT	247.00	PROFESSIONAL SERVICES	611.611.202		019810	003926	P	843	00007
	MAINT PROGRAM SUPPORT	82.33	PROFESSIONAL SERVICES	631.631.202		019810	003926	P	843	00008
	MAINT PROGRAM SUPPORT	314.37	PROFESSIONAL SERVICES -	101.104.202		019811	003925	P	843	00001
	MAINT PROGRAM SUPPORT	75.13	PROFESSIONAL SERVICES	601.601.202		019811	003925	P	843	00002
	MAINT PROGRAM SUPPORT	84.52	PROFESSIONAL SERVICES	611.611.202		019811	003925	P	843	00003
	MAINT PROGRAM SUPPORT	28.17	PROFESSIONAL SERVICES	631.631.202		019811	003925	P	843	00004
		3,939.66	*VENDOR TOTAL							
BACKDRAFT MAGAZINE	AD	155.00	ADVERTISING	203.203.211		48202	204552	P	835	00014
BANNER ASSOCIATES INC	PROFESSIONAL SERVICES	258.50	PROFESSIONAL SERVICES	101.122.202		33886	020846	P	847	00001
BD CONSTRUCTION	SIDEWALK REIMBURSEMENT	474.75	BUILDINGS & STRUCTURES	101.123.320		12.7.20	202096	P	847	00039
BUILDING OFFICIALS/SD	MEMBERSHIP DUES	55.00	MEMBERSHIP DUES	101.122.261		11.19.20	021328	P	835	00015
BUTLER MACHINERY CO	REPAIRS	1,757.27	GARAGE PARTS	801.801.249		04W00290837	021911	P	847	00002
C & B OPERATIONS LLC	TRACTOR REPAIR	518.26	REP. & MAINT. - BUILDING	101.123.223		850392	080302	P	835	00022

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
CEDAR KNOX PUBLIC POWER	ELECT	1,509.30	ELECTRICITY	601.601.272		350022554	005176	P	835	00019
	ELECT	917.78	ELECTRICITY	201.201.272		350035355	005243	P	835	00020
		2,427.08	*VENDOR TOTAL							
CENTURYLINK	PHONE	83.20	TELEPHONE	601.601.271		11.23.20	003059	P	835	00032
	PHONE	83.20	TELEPHONE	611.611.271		11.23.20	003059	P	835	00033
	PHONE	83.20	TELEPHONE	601.601.271		11.23.20	002828	P	835	00034
	PHONE	166.40	TELEPHONE	611.611.271		11.23.20	002828	P	835	00035
	PHONE	581.26	TELEPHONE	101.111.271		11.23.20	002829	P	835	00036
	PHONE	168.48	TELEPHONE	101.123.271		11.23.20	002829	P	835	00037
	PHONE	57.90	TELEPHONE	611.611.271		12.1.20	003065	P	843	00009
	PHONE	4.25	TELEPHONE	101.102.271		12.1.20	002262	P	843	00014
	PHONE	7.64	TELEPHONE	101.104.271		12.1.20	002262	P	843	00015
	PHONE	3.48	TELEPHONE	101.122.271		12.1.20	002262	P	843	00016
	PHONE	18.59	TELEPHONE	101.111.271		12.1.20	002262	P	843	00017
	PHONE	9.81	TELEPHONE	101.114.271		12.1.20	002262	P	843	00018
	PHONE	0.25	TELEPHONE	101.115.271		12.1.20	002262	P	843	00019
	PHONE	1.06	TELEPHONE	101.123.271		12.1.20	002262	P	843	00020
	PHONE	1.61	TELEPHONE	101.127.271		12.1.20	002262	P	843	00021
	PHONE	4.10	TELEPHONE	201.201.271		12.1.20	002262	P	843	00022
	PHONE	4.41	TELEPHONE	601.601.271		12.1.20	002262	P	843	00023
	PHONE	2.24	TELEPHONE	611.611.271		12.1.20	002262	P	843	00024
	PHONE	1.49	TELEPHONE	637.637.271		12.1.20	002262	P	843	00025
	PHONE	3.17	TELEPHONE	801.801.271		12.1.20	002262	P	843	00026
		1,285.74	*VENDOR TOTAL							
CHRISTENSEN RADIATOR & R	SILVERADO SNOWPLOW	5,244.10	EQUIPMENT	201.201.350		26525	204553	P	835	00025
CHS	FUEL	139.00	GARAGE GASOLINE & LUBRIC	801.801.238		1022475	080314	P	847	00003
CITY MANAGEMENT ASSN SD	MEMBERSHIP DUES	150.00	MEMBERSHIP DUES	101.102.261		11.19.20	021327	P	835	00018
CITY OF VERMILLION	JT POWER CASH TRANS	64,404.50	COST OF SERVICE PROVIDED	637.637.206		11.30.20	003067	P	843	00013
CITY OF YANKTON-LANDFILL	LANDFILL FEES	18.00	GARAGE PARTS	801.801.249		12808	202519	P	843	00010
	LANDFILL FEES	52.00	SPECIAL RUBBISH TIPPING	101.123.205		12810	202521	P	843	00012
	LANDFILL FEES	15,100.91	LANDFILL TIPPING FEE	631.631.219		12833	202522	P	843	00011
	FREE PASS	7,130.90	CLEAN-UP WEEK TIPPING FE	631.631.218		12906	202520	P	835	00064
		22,301.81	*VENDOR TOTAL							
CITY OF YANKTON-PARKS	LANDFILL CHARGES	202.48	LANDFILL	201.201.276		12707	204555	P	835	00023

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VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
CITY OF YANKTON-WATER	GARBAGE	83.85	LANDFILL	601.601.276		18301	200152	P	835	00021
CITY UTILITIES	WATER-WW CHARGES	61.66	WATER SERVICE	101.142.274		11.30.20	002793	P	838	00001
	WATER-WW CHARGES	24.82	SEWER SERVICE	101.142.275		11.30.20	002793	P	838	00002
		86.48	*VENDOR TOTAL							
COLLECTIVE DATA	ANNUAL RENEW SUP/MAINT	2,115.00	PROFESSIONAL SERVICES	801.801.202		16829	021908	P	835	00027
CONCRETE MATERIAL	CONCRETE	121.00	REP. & MAINT. - DISTRIBU	601.601.226		203476	200151	P	835	00026
	COLD MIX	1,952.53	ROAD MATERIALS	101.123.239		206083	080306	P	835	00038
	CONCRETE	1,391.50	REP. & MAINT. - DISTRIBU	601.601.226		207067	200155	P	835	00016
		3,465.03	*VENDOR TOTAL							
CONS BUSINESS PROD INC	INSTALL PHONE LINE	851.75	REP. & MAINT. - EQUIPMEN	101.142.221		15846	021812	P	838	00003
CONVENTION VISITORS BURE	HUETHER AQUATICS AD	5,000.00	CONVENTION VISITORS BURE	211.231.550		11.20.2020	202092	P	835	00031
CORE & MAIN	FIRE HYDRANT PARTS	10,834.98	REP. & MAINT. - DISTRIBU	601.601.226		N258237	200144	P	835	00017
CORNHUSKER INTL TRUCK IN	FILTERS	417.40	GARAGE PARTS	801.801.249		4161554	080295	P	835	00024
	BATTERY	72.00	GARAGE PARTS	801.801.249		4162316	080307	P	847	00004
		489.40	*VENDOR TOTAL							
CREDIT COLLECTION SERVIC	UTILITY COLLECTION	315.62	PROFESSIONAL SERVICES	601.601.202		11.13.20	001858	P	835	00028
	UTILITY COLLECTION	79.50	PROFESSIONAL SERVICES	611.611.202		11.13.20	001858	P	835	00029
	UTILITY COLLECTION	112.48	PROFESSIONAL SERVICES	631.631.202		11.13.20	001858	P	835	00030
		507.60	*VENDOR TOTAL							
DAKOTA ROCK FARMS INC	SLUDGE HAULING	45,604.85	SLUDGE REMOVAL	601.601.228		1326	200149	P	835	00040
DETCO	TAGR CLEANER	2,676.56	ROAD MATERIALS	101.123.239		42151	021906	P	835	00041
EHRESMANN ENGINEERING IN	TUBES	309.04	REP. & MAINT. - EQUIPMEN	101.123.221		10561	080303	P	835	00042
EQUIPMENT BLADES	BLADES	10,259.00	GARAGE PARTS	801.801.249		164-144	021896	P	835	00043

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VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
FAIR MFG INC	SNOW BOX	12,713.00	EQUIPMENT	101.124.350		5656	203000	P	835	00045
FINANCE, DEPT OF	SUPPLIES	6.00	OFFICE SUPPLIES	101.104.232		11.20.20	002604	P	835	00039
GEOTEK ENG & TESTING SER	TESTING	179.00	12TH ST, DOUGLAS TO MULB	506.574.366		20A5220-IN	020829	P	847	00005
	TESTING	298.50	RIVERSIDE DR-BDWY TO GRE	506.572.369		20B28B2-IN	020834	P	847	00006
		477.50	*VENDOR TOTAL							
GERSTNER OIL CO	FUEL	6,673.45	GARAGE GASOLINE & LUBRIC	801.801.238		177979	021903	P	835	00050
	FUEL	970.56	GARAGE GASOLINE & LUBRIC	801.801.238		25072	021900	P	835	00049
	OIL	3,785.10	GARAGE GASOLINE & LUBRIC	801.801.238		25111	021904	P	835	00047
	OIL	2,061.40	GARAGE GASOLINE & LUBRIC	801.801.238		27985	021893	P	835	00048
	GREASE	168.70	EQUIPMENT REPAIR & MAINT	637.637.221		27985	021893	P	835	00063
		13,659.21	*VENDOR TOTAL							
GOOD-LAND PUMP INC	PUMP REMOVE/REPLACE	18,734.85	REP. & MAINT. - PLANT	611.611.221		1064	201036	P	835	00052
GOVT. FINANCE OFFICER AS	MEMBERSHIP DUES	40.00	MEMBERSHIP DUES	101.104.261		11.20.20	021332	P	835	00051
GROSSHUESCH/JULIE	MEMBERSHIP REFUND	280.00	ANNUAL MEMBERSHIPS	203.3740		11.30.20	204560	P	843	00027
	TAX	21.00	SALES TAX PAYABLE	203.2073		11.30.20	204560	P	843	00028
		301.00	*VENDOR TOTAL							
GUSSO/DUSTIN	CDL TEST REIMBURSEMENT	95.00	PROFESSIONAL SERVICES	631.631.202		11.25.2020	202096	P	835	00046
HANSON BRIGGS ADVERTISIN	DELINQUENT NOTICE	70.98	OFFICE SUPPLIES	637.637.232		26155	021898	P	835	00058
HARN RO SYSTEMS INC	CHEMICALS	4,900.00	CHEMICALS & GASES	601.601.240		1081	200153	P	835	00054
HAWKINS INC	CHEMICALS	751.09	CHEMICALS & GASES	203.203.240		4823849	204550	P	835	00056
	CHEMICALS	7,208.26	CHEMICALS & GASES	601.601.240		4825158	200150	P	835	00057
	CHEMICALS	376.12	CHEMICALS & GASES	203.203.240		4830080	204550	P	835	00055
	CHEMICALS	778.47	CHEMICALS & GASES	611.611.240		4834543	201034	P	835	00059
	CHEMICALS	899.35	CHEMICALS & GASES	203.203.240		4837167	204563	P	843	00029
	CHEMICALS	530.97	CHEMICALS & GASES	611.611.240		4838728	201037	P	847	00007
	CHEMICALS	6,901.78	CHEMICALS & GASES	601.601.240		4840814	200160	P	847	00040
		17,446.04	*VENDOR TOTAL							

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VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
HEIMAN FIRE EQUIPMENT IN	FOAM CONCENTRATE	1,936.00	CHEMICALS & GASES	101.114.240		893067-IN	014909	P 843 00030
HOLOPHANE	2 POLES & LIGHTS	7,560.00	REP. & MAINT. - EQUIPMEN	101.126.221		26755672	021891	P 847 00008
HUMAN RESOURCE ASSN SD	MEMBERSHIP DUES	25.00	MEMBERSHIP DUES	101.102.261		11.20.20	021333	P 835 00053
J & H CARE & CLEANING CO	JANITORIAL SERVICE	2,800.00	CONTRACTED SERVICES	203.203.204		20201834	204561	P 843 00031
	JANITORIAL SERVICES	1,200.00	PROFESSIONAL SERVICES	101.142.202		20201835	021813	P 838 00004
		4,000.00	*VENDOR TOTAL					
JACK'S UNIFORMS	5 BULLETPROOF VESTS	4,737.83	EQUIPMENT	101.111.350		89806A	201544	P 835 00061
JONES CONSTRUCTION/JOHN	VALVE REPLACEMENT	21,319.00	REP. & MAINT. - PLANT	601.601.221		57	200154	P 835 00062
KAISER HEATING & COOLING	SERVICE HEATER	270.00	BUILDING REPAIR & MAINT.	637.637.223		3245	080301	P 837 00002
KEITEL/JENNIFER	BOOT REIMBURSEMENT	130.00	UNIFORMS	101.111.244		12.7.20	201548	P 847 00041
KIESLER'S POLICE SUPPLY	AMMUNITION	1,200.00	AMMUNITION	101.111.267		151699	201544	P 837 00001
KLEINS TREE SERVICE	STUMP GRINDING	150.00	EMERALD ASH BORE STUMPS	201.201.250		1620	204559	P 843 00032
KLJ ENGINEERING LLC	RECONSTRUCT RUNWAY	6,244.43	CROSSWIND RUNWAY RECONST	502.511.396		249-248	021965	P 837 00003
LARRY'S HEATING & COOLIN	SERVICE FURNACE	631.38	REP. & MAINT. - BUILDING	801.801.223		43991	021905	P 837 00005
LEAGUE OF MINNESOTA CITI	AD	230.00	PUBLISHING	101.111.211		330910-911	202001	P 837 00006
LEE/LARAE	BOOT REIMBURSEMENT	130.00	UNIFORMS	637.637.244		2028701	202091	P 837 00007
LUKEN MEMORIALS INC	STATUES FOR WATER PLANT	5,565.00	EQUIPMENT	201.201.350		11.16.20	204554	P 837 00004
MASONRY COMPONENTS INC	CONCRETE WORK	14,300.00	REP. & MAINT. - DISTRIBU	601.601.226		3034	200156	P 847 00009

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VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
MCGRATH NORTH	PROFESSIONAL SERVICES	837.00	PROFESSIONAL SERVICES	101.111.202		555084	202092	P	837	00012
MIDAMERICAN ENERGY	FUEL	211.89	FUEL-HEATING	101.114.273		11.25.20	003253	P	837	00019
	FUEL	442.74	FUEL-HEATING	201.201.273		11.25.20	003253	P	837	00020
	FUEL	497.15	FUEL-HEATING	101.127.273		11.25.20	003254	P	837	00021
	FUEL	213.24	FUEL-HEATING	801.801.273		11.25.20	003254	P	837	00022
	FUEL	599.05	FUEL-HEATING	101.125.273		11.25.20	003254	P	837	00023
	FUEL	355.57	ROAD MATERIALS	101.123.239		11.25.20	003254	P	837	00024
	FUEL	19.14	FUEL-GENERATOR	101.115.273		11.25.20	003252	P	837	00025
	FUEL	342.72	FUEL-HEATING	101.141.273		11.25.20	003252	P	837	00026
	FUEL	928.96	HEATING FUEL - GAS	637.637.273		11.25.20	003252	P	837	00027
	FUEL	2,485.22	FUEL-HEATING	601.601.273		11.25.20	003252	P	837	00028
	FUEL	313.78	FUEL-HEATING	101.142.273		11.30.20	002794	P	838	00005
	RELOCATION FEES	1,505.30	APRON WORK	502.511.394		506275048	021968	P	837	00008
		7,914.76	*VENDOR TOTAL							
MIDAMERICAN ENERGY	FUEL	3,041.68	FUEL-HEATING	611.611.273		12.1.20	002904	P	843	00033
MIDWEST ALARM COMPANY IN	FIRE ALARM INSPECTION	250.00	PROFESSIONAL SERVICES &	637.637.202		262912-262911	021907	P	837	00014
	FIRE ALARM INSPECTION	250.00	PROFESSIONAL SERVICES	801.801.202		262912-262911	021907	P	837	00015
	PROFESSIONAL SERVICES	66.00	PROFESSIONAL SERVICES	101.101.202		264122	021870	P	837	00017
		566.00	*VENDOR TOTAL							
MIDWEST TAPE	AV	274.92	AV - CAPITAL	101.142.342		99662752	021814	P	838	00006
MILLENIUUM RECYCLING	SINGLE STREAM FEE	2,805.45	CONTRACTED SERVICE-MILLE	631.631.204		1307162	021910	P	837	00018
MILLERBERND MANUFACTURIN	ANCHOR BOLTS	432.00	REP. & MAINT. - EQUIPMEN	101.126.221		158572	202518	P	837	00010
MISSOURI VALLEY SHOPPER	TREE TRIMMING AD	129.80	PUBLISHING	101.106.211		1020682	021963	P	837	00013
MONSON/JOSHUA	BOOT REIMBURSEMENT	119.99	UNIFORMS & DRY GOODS	611.611.244		2022500	202017	P	837	00011
MUNICIPAL LEAGUE, SD	2021 MEMBERSHIP DUES	7,952.36	MEMBERSHIP DUES	101.101.261		11.20.20	021330	P	837	00009
NATURESCAPING DESIGNS LL	HOLIDAY PRODUCTS	176.99	REP. & MAINT. - BUILDING	201.201.223		2462	204558	P	843	00034
NORTHWESTERN ENERGY	ELECT	539.89	ELECTRICITY	101.114.272		11.23.20	003133	P	843	00035
	ELECT	10.46	ELECTRICITY	641.641.272		11.23.20	003133	P	843	00036

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
NORTHWESTERN ENERGY										
	ELECT	194.04	ELECTRICITY	637.637.272		11.23.20	003133	P	843	00037
	ELECT	103.87	ELECTRICITY	202.202.272		11.23.20	003133	P	843	00038
	ELECT	1,131.36	ELECTRICITY	101.141.272		11.23.20	003133	P	843	00039
	ELECT	1,159.02	ELECTRICITY	101.127.272		11.23.20	003132	P	847	00015
	ELECT	136.69	ELECTRICITY	621.621.272		11.23.20	003132	P	847	00016
	ELECT	984.05	ELECTRICITY	801.801.272		11.23.20	003132	P	847	00017
	ELECT	1,482.75	ELECTRICITY	101.125.272		11.23.20	003132	P	847	00018
	ELECT	73.54	ELECTRICITY	101.115.272		11.23.20	003132	P	847	00019
	ELECT	1,232.80	ELECTRICITY	101.142.272		11.30.20	002795	P	838	00007
	ELECT	37,483.82	ELECTRICITY - STREET LIG	101.126.272		12.1.20	003135	P	843	00040
	ELECT	5,506.41	ELECTRICITY - STREET LIG	101.126.272		12.2.20	003136	P	847	00014
	ELECT	234.88	ELECTRICITY	101.123.272		12.4.20	003134	P	847	00010
	ELECT	439.29	ELECTRICITY	637.637.272		12.4.20	003134	P	847	00011
	ELECT	34,220.14	ELECTRICITY	601.601.272		12.4.20	003134	P	847	00012
	ELECT	10,159.53	ELECTRICITY	611.611.272		12.4.20	003134	P	847	00013
	ELECT	2,682.31	ELECTRICITY	201.201.272		12.7.20	003137	P	847	00042
	PARK REPAIRS	201.22	REP. & MAINT. - BUILDING	201.201.223		90250888	204551	P	837	00029
		97,976.07	*VENDOR TOTAL							
OBSERVER										
	ADS	60.00	ADVERTISING	203.203.211		11.30.20	204557	P	843	00041
OVERHEAD DOOR CO										
	REPAIRS	320.80	BUILDING REPAIR & MAINT.	637.637.223		72376	080310	P	837	00030
PETROLEUM TRADERS CORP										
	FUEL	10,284.38	GARAGE GASOLINE & LUBRIC	801.801.238		1602719	021894	P	837	00032
POLICE CHIEFS' ASSN										
	MEMBERSHIP DUES	115.24	MEMBERSHIP DUES	101.111.261		11.20.20	021335	P	837	00033
	ONLINE EXAMS	392.00	LEARNING	101.111.264		1604	202094	P	843	00042
		507.24	*VENDOR TOTAL							
PRESS DAKOTA MSTAR SOLUT										
	COMMISSION MINUTES	142.30	PUBLISHING	101.101.211		10.31.20	021855	P	837	00036
	COMMISSION MINUTES	178.53	PUBLISHING	101.101.211		10.31.20	021857	P	837	00040
	TREE TRIMMING AD	19.03	PUBLISHING	101.106.211		109427	021511	P	837	00034
	COMMISSION MINUTES	149.79	PUBLISHING	101.101.211		11.30.20	021323	P	847	00026
	AD	252.09	PUBLISHING	101.142.211		110075	204003	P	837	00037
	NOTICE	11.79	PUBLISHING	101.101.211		2504	021850	P	837	00035
	ORDINANCES	69.77	PUBLISHING	101.101.211		2504	021856	P	837	00039
	NOTICES	34.34	PUBLISHING	101.106.211		2504	021961	P	837	00041
	BID ADS	29.91	PUBLISHING	101.127.211		2504	021938	P	837	00042
	TREE TRIMMING AD	66.48	PUBLISHING	101.106.211		2504	021519	P	837	00083
	NOTICE	11.50	PUBLISHING	101.101.211		2504	021868	P	847	00020
	ORDINANCE #1042	33.05	PUBLISHING	101.101.211		2504	021324	P	847	00021
	COMMISSION MINUTES	241.81	PUBLISHING	101.101.211		2504	021325	P	847	00022
	NOTICES	35.97	PUBLISHING	101.101.211		2504	021867	P	847	00023
	VET & THANKSGIVING AD	177.28	PUBLISHING	631.631.211		2504	021901	P	847	00024
	NOTICE	38.66	PUBLISHING	101.104.211		2504	021563	P	847	00025

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VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
PRESS DAKOTA MSTAR SOLUT	AD	244.79	PUBLISHING	601.601.211		9.28.20	204002	P	837	00038
		1,737.09	*VENDOR TOTAL							
PRO AUTO SANDBLASTING	WHEELS	125.00	GARAGE PARTS	801.801.249		20125	080272	P	837	00031
REDLINGER BROS PLUMBING	8" METER INSTALLED	862.50	REPAIR & MAINT.-WATER ME	601.601.227		12.4.20	200158	P	847	00027
	8" METER INSTALLED	862.50	REPAIR & MAINT.-WATER ME	611.611.227		12.4.20	200158	P	847	00028
		1,725.00	*VENDOR TOTAL							
ROTHENBERGER/MONTY	BOOT REIMBURSEMENT	130.00	UNIFORMS	101.111.244		11.23.20	201547	P	837	00043
SCHINDLER/CAITLIN	BOOT REIMBURSEMENT	130.00	UNIFORMS	101.111.244		11.23.20	201546	P	837	00044
SIOUX CITY FOUNDRY CO	BLADES	430.00	GARAGE PARTS	801.801.249		10.28.20	021899	P	837	00045
SIOUX EQUIPMENT COMPANY	FUEL INSPECTION	3,504.78	REP. & MAINT. - EQUIPMEN	101.127.221		172942	021964	P	837	00048
SMITH INSURANCE INC/MT & FIREMEN ACCIDENT POLICY		1,792.00	INSURANCE	101.114.201		24318	021565	P	837	00046
STEVENS CONSTRUCTION INC	MEMORIAL PARK TRAILS	23,550.00	MEMORIAL PARK IMPROVEMEN	503.541.321		447327	204540	P	847	00030
	ADA PAD ALONG PARK TRAIL	21,850.00	EQUIPMENT	201.201.350		447328	204541	P	847	00029
		45,400.00	*VENDOR TOTAL							
STREET MAINTENANCE ASSN	MEMBERSHIP DUES	35.00	LEARNING	101.123.264		11.20.20	021334	P	837	00047
SWEENEY CONTROLS COMPANY	LABOR	888.00	REP. & MAINT. - PLANT	611.611.221		16043	201038	P	843	00043
THIRD MILLENNIUM ASSO IN	UTILITY BILLING	251.12	PROFESSIONAL SERVICES	601.601.202		25534	003880	P	837	00049
	UTILITY BILLING	282.51	PROFESSIONAL SERVICES	611.611.202		25534	003880	P	837	00050
	UTILITY BILLING	94.17	PROFESSIONAL SERVICES	631.631.202		25534	003880	P	837	00051
	RECYCLE CALENDARS	1,060.70	PUBLISHING	631.631.211		25534	003880	P	837	00052
	HUETHER AQUATICS FLYER	944.78	ADVERTISING	202.202.211		25534	003880	P	837	00053
	UTILITY RATE NOTICE	377.91	PUBLISHING	601.601.211		25534	003880	P	837	00054
	UTILITY RATE NOTICE	425.15	PUBLISHING	611.611.211		25534	003880	P	837	00055
	UTILITY RATE NOTICE	141.73	PUBLISHING	631.631.211		25534	003880	P	837	00056
		3,578.07	*VENDOR TOTAL							

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VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
THOMSON REUTERS	LOCAL GOVT LAW	978.00	SUBSCRIPTIONS & PUBLICAT	101.103.235		843333330	021869	P	837	00060
TITAN MACHINERY	FILTERS	149.64	GARAGE PARTS	801.801.249		14855547	080304	P	837	00057
TODD, INC/MICHAEL	STREET NAME SIGNS	77.40	ROAD MATERIALS	101.123.239		173367	080311	P	847	00032
	STREET NAME SIGNS	137.80	ROAD MATERIALS	101.123.239		173533	080298	P	837	00059
		215.20	*VENDOR TOTAL							
TRANSOURCE	FILTER CARTRIDGE	194.09	GARAGE PARTS	801.801.249		41P1510	080299	P	837	00058
TRANSPORTATION DEPT/S.D.	INSPECTION	755.05	PROFESSIONAL SERVICES	101.122.202		S00116037	020856	P	847	00033
UNITED STATES POSTAL SER	POSTAGE METER	68.65	POSTAGE	101.122.231		10.31.20	002989	P	837	00061
	POSTAGE METER	237.85	POSTAGE	101.104.231		10.31.20	002989	P	837	00062
	POSTAGE METER	7.50	POSTAGE	101.111.231		10.31.20	002989	P	837	00063
	POSTAGE METER	0.50	POSTAGE	101.122.231		10.31.20	002989	P	837	00064
	POSTAGE METER	33.00	POSTAGE	637.637.231		10.31.20	002989	P	837	00065
	POSTAGE METER	10.50	POSTAGE	101.102.231		10.31.20	002989	P	837	00066
	POSTAGE METER	40.35	POSTAGE	101.106.231		10.31.20	002989	P	837	00067
	POSTAGE METER	11.50	POSTAGE	203.203.231		10.31.20	002989	P	837	00068
	POSTAGE METER	1.00	CLEAN-UP WEEK TIPPING FE	631.631.218		10.31.20	002989	P	837	00069
	POSTAGE METER	30.00	POSTAGE	611.611.231		10.31.20	002989	P	837	00070
	POSTAGE METER	78.20	POSTAGE	601.601.231		10.31.20	002989	P	837	00071
	POSTAGE METER	87.98	POSTAGE	611.611.231		10.31.20	002989	P	837	00072
	POSTAGE METER	29.32	POSTAGE	631.631.231		10.31.20	002989	P	837	00073
	POSTAGE METER	31.65	POSTAGE	101.122.231		11.30.20	002989	P	843	00045
	POSTAGE METER	109.25	POSTAGE	101.104.231		11.30.20	002989	P	843	00046
	POSTAGE METER	10.10	POSTAGE	101.111.231		11.30.20	002989	P	843	00047
	POSTAGE METER	19.50	POSTAGE	201.201.231		11.30.20	002989	P	843	00048
	POSTAGE METER	34.50	POSTAGE	637.637.231		11.30.20	002989	P	843	00049
	POSTAGE METER	7.00	POSTAGE	101.102.231		11.30.20	002989	P	843	00050
	POSTAGE METER	122.50	POSTAGE	101.106.231		11.30.20	002989	P	843	00051
	POSTAGE METER	179.00	POSTAGE	203.203.231		11.30.20	002989	P	843	00052
	POSTAGE METER	78.60	POSTAGE	601.601.231		11.30.20	002989	P	843	00053
	POSTAGE METER	88.43	POSTAGE	611.611.231		11.30.20	002989	P	843	00054
	POSTAGE METER	29.47	POSTAGE	631.631.231		11.30.20	002989	P	843	00055
		1,346.35	*VENDOR TOTAL							
UNITED WAY WORLD WIDE	BORN LEARNING TRAIL	10,777.31	EQUIPMENT	201.201.350		11.30.20	204562	P	843	00044
US BANK EQUIPMENT FINANC	COPIER LEASE	313.92	RENTALS & XEROX SUPPLIES	101.142.212		429566078	021815	P	838	00008

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
WELFL CONSTRUCTION CORP	AQUATICS CONSTRUCTION	690,256.24	BUILDINGS & STRUCTURES	505.505.320		11.30.20	020819	P	843	00057
WILLIAMS & COMPANY PC	AUDIT	2,619.00	AUDIT	101.101.203		149462	021338	P	847	00034
	AUDIT	1,891.50	AUDIT	601.601.203		149462	021338	P	847	00035
	AUDIT	1,891.50	AUDIT	611.611.203		149462	021338	P	847	00036
	AUDIT	436.50	AUDIT	631.631.203		149462	021338	P	847	00037
	AUDIT	436.50	AUDIT	637.637.203		149462	021338	P	847	00038
		7,275.00	*VENDOR TOTAL							
WILLIAMS/SANDRA	TREE REIMBURSEMENT	100.00	EMERALD ASH BORE TREES	201.201.251		11.30.20	204556	P	843	00056
XEROX FINANCIAL SERVICES	COPIER LEASE	410.99	COPIES	101.102.234		2357552	021748	P	837	00074
	COPIES	201.85	COPIES	101.102.234		2357552	021748	P	837	00075
	COPIER LEASE	141.94	CONTRACTED SERVICES	203.203.204		2357552	021748	P	837	00076
	COPIES	8.40	COPIES	203.203.234		2357552	021748	P	837	00077
	COPIER LEASE	141.94	COPIES	101.111.234		2357552	021748	P	837	00078
	COPIES	46.05	COPIES	101.111.234		2357552	021748	P	837	00079
	COPIER LEASE	141.94	COPIES	101.104.234		2357552	021748	P	837	00080
	COPIES	132.71	COPIES	101.104.234		2357552	021748	P	837	00081
		1,225.82	*VENDOR TOTAL							
YANKTON COUNTY AUDITOR	YC CAPITAL IMPROVEMENT	15,740.81	RENT FOR SAFETY CENTER	101.111.212		12.1.20	021336	P	843	00058
YANKTON REDI MIX INC	CONCRETE	140.00	REP. & MAINT. - EQUIPMEN	101.126.221		56352	021940	P	837	00082
YANKTON VOL FIRE DEPARTM	FIRE CALL/DRILL OCT-NOV	520.00	PROFESSIONAL SERV.-VOLUN	101.114.202		11.20.20	080401	P	843	00059
	FIRE CALL/DRILL SEPT/OCT	1,900.00	PROFESSIONAL SERV.-VOLUN	101.114.202		11.20.20	080403	P	843	00060
		2,420.00	*VENDOR TOTAL							

Schedule of Bills

VENDOR NAME								
DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID LINE
REPORT TOTALS:	1,249,157.32							

RECORDS PRINTED - 000253

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
101	GENERAL FUND	135,470.32
201	PARKS AND RECREATION	48,333.53
202	HUETHER FAMILY AQUATICS CTR	1,048.65
203	SUMMIT ACTIVITY CENTER	5,683.40
211	LODGING SALES TAX	5,000.00
502	AIRPORT CAPITAL	7,749.73
503	PARK CAPITAL	23,550.00
505	HUETHER AQUATIC CENTER	690,256.24
506	SPECIAL CAPITAL IMPROV	477.50
601	WATER OPERATION	155,740.31
611	WASTE WATER OPERATION	38,973.84
621	CEMETERY OPERATION	136.69
631	SOLID WASTE	27,435.91
637	JOINT POWER	67,682.76
641	GOLF COURSE	10.46
801	CENTRAL GARAGE	41,607.98
TOTAL ALL FUNDS		1,249,157.32

BANK RECAP:

BANK	NAME	DISBURSEMENTS
1DAK	FIRST DAKOTA NAT'L BANK CORP	1,249,157.32
TOTAL ALL BANKS		1,249,157.32

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

DATE APPROVED BY

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Manual Check Register

CLAIM NUMBER	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	INVOICE	PO#	F/P ID LINE
	DOUBLE H PAVING INC	07435					
	CROSSWINDS RUNWAY C3-20	41,017.30	CROSSWIND RUNWAY RECONST	502.511.396		021479	F 812 00001
	RIVERSIDE TECHNOLOGIES I	07400					
	LAPTOPS	9,531.00	COVID CAPITAL EXPENSE	101.105.355		200026	F 812 00005
	MONITORS	2,700.00	COVID CAPITAL EXPENSE	208.208.355		200030	F 812 00004
		12,231.00	*TOTAL				
	VANWINKLE, MICHAEL	.16890					
	PENSION REIMBURSEMENT	117.96	RETIREMENT	201.201.121	SO-10	021564	F 812 00003
	YANKTON MOTORSPORTS	04097					
	FIRING RANGE TRAILER	10,495.00	EQUIPMENT	101.111.350		202015	F 812 00002
		63,861.26	**CLAIMS TOTAL				

Manual Check Register
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CLAIM NUMBER	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	INVOICE	PO#	F/P ID LINE
REPORT TOTALS:		63,861.26					

RECORDS PRINTED - 000005

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
101	GENERAL FUND	20,026.00
201	PARKS AND RECREATION	117.96
208	911/DISPATCH	2,700.00
502	AIRPORT CAPITAL	41,017.30
TOTAL	ALL FUNDS	63,861.26

BANK RECAP:

BANK	NAME	DISBURSEMENTS
1DAK	FIRST DAKOTA NAT'L BANK CORP	63,861.26
TOTAL	ALL BANKS	63,861.26

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

DATE APPROVED BY

Credit Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
ADOBE CREATIVE CLOUD	COMPUTER PROGRAM	53.24	CONTRACTED SERVICES - OP	201.201.204		Lacroix		845 00413
	COMPUTER PROGRAM	17.03	CONTRACTED SERVICES - OP	201.201.204		McHenry		845 00339
		70.27	*VENDOR TOTAL					
ADOBE STOCK	COMPUTER PROGRAM	31.94	CONTRACTED SERVICES - OP	201.201.204		Lacroix		845 00482
ADVANCED TRAINING SYST	FIRING RANGE TARGET SYS	22,689.60	EQUIPMENT	101.111.350		Bailey		845 00396
AMAZON.COM OV51I0BG3	MECHANICAL PENCILS	58.00	OFFICE SUPPLIES	101.122.232		Goeden		845 00093
AMAZON.COM QF0HN09N3 A	INDEX CARDS	2.29	OFFICE SUPPLIES	101.104.232		Yardley		845 00120
AMAZON.COM 2T2NW4RX0	OFFICE SUPPLIES	139.68	OFFICE SUPPLIES	101.142.232		Dobrovolny		845 00474
	PROGRAM SUPPLIES	17.31	PROGRAM SUPPLIES	101.142.242		Dobrovolny		845 00475
	BOOKS	46.75	BOOKS	101.142.340		Dobrovolny		845 00476
	DVD'S	28.98	AV - CAPITAL	101.142.342		Dobrovolny		845 00477
		232.72	*VENDOR TOTAL					
AMAZON.COM 209P463O2	BOOKS	81.52	BOOKS	101.142.340		Dobrovolny		845 00185
	DVD'S	59.41	AV - CAPITAL	101.142.342		Dobrovolny		845 00186
		140.93	*VENDOR TOTAL					
AMAZON.COM 280P95N90	PRINTER INK	97.48	OFFICE SUPPLIES	601.601.232		Chytka		845 00425
AMAZON.COM 281UN3TC2	COMPUTER KEYBOARDS/MOUSE	81.14	COVID CAPITAL EXPENSE	101.105.355		Johnson		845 00350
AMAZON.COM 286OM4PT0	CABLE ATTACHMENT	26.82	RECREATION SUPPLIES	203.203.242		Orr		845 00388
AMAZON.COM 289LA1WS0	COVID HAND SANITIZER	208.20	COVID EXPENSE	101.114.255		Kurtenbach		845 00248
AMERICAN RED CROSS	RED CROSS	38.00	RECREATION SUPPLIES	203.203.242		Wattier		845 00141
AMZN MKTP US	OFFICE SUPPLIES REFUND	64.50CR	OFFICE SUPPLIES	101.142.232		Dobrovolny		845 00335
AMZN MKTP US IA1WZ8XU3	SHIPPING	3.99	POSTAGE	101.142.231		Dobrovolny		845 00177
	BOOK	40.41	BOOKS	101.142.340		Dobrovolny		845 00178
		44.40	*VENDOR TOTAL					

Credit Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
AMZN MKTP US LC2CL3GY3	OFFICE SUPPLIES-VETERANS	59.85	OFFICE SUPPLIES	101.102.232		Bailey		845 00149
AMZN MKTP US LP8MJ5JM3	OFFICE SUPPLIES	69.98	OFFICE SUPPLIES	101.142.232		Dobrovolny		845 00055
AMZN MKTP US P47IP8TZ3	PROGRAM SUPPLIES	68.92	PROGRAM SUPPLIES	101.142.242		Dobrovolny		845 00202
	BOOKS	89.03	BOOKS	101.142.340		Dobrovolny		845 00203
		157.95	*VENDOR TOTAL					
AMZN MKTP US RO3O53PX3	SWABS	38.97	MEDICAL, SAFETY, & LAB. S	601.601.243		Chytka		845 00017
AMZN MKTP US S75E50DE3	OFFICE SUPPLIES	41.95	OFFICE SUPPLIES	101.104.232		Yardley		845 00130
AMZN MKTP US 2T51T89H2	SPECIAL EVENTS	59.42	SPECIAL EVENTS - ACTIVIT	211.231.575		Lacroix		845 00483
AMZN MKTP US 202IG5ZR0	JANITORIAL SUPPLIES	5.68	JANITORIAL SUPPLIES	101.142.236		Dobrovolny		845 00221
AMZN MKTP US 281KL9VI0	WEBCAMS	199.00	COVID EXPENSE	101.105.255		Johnson		845 00344
AMZN MKTP US 282EG7AS0	COMPUTER	649.00	COVID CAPITAL EXPENSE	101.105.355		Johnson		845 00401
AMZN MKTP US 282SC27F0	PROGRAM SUPPLIES	27.75	PROGRAM SUPPLIES	101.142.242		Dobrovolny		845 00270
AMZN MKTP US 2831V3UB1	OFFICE SUPPLIES	89.96	OFFICE SUPPLIES	101.142.232		Dobrovolny		845 00287
AMZN MKTP US 284QV5RX2	REMOTE MEETING EQUIPMENT	92.15	COVID EXPENSE	101.106.255		Bies		845 00215
AMZN MKTP US 2846E1SU2	COVID-DISPOSABLE MASKS	257.00	COVID EXPENSE	101.114.255		Kurtenbach		845 00261
AMZN MKTP US 285XL3RW0	VELCRO CABLE LABEL TIES	41.02	COVID CAPITAL EXPENSE	208.208.355		Morrow		845 00252
AMZN MKTP US 288N81UA1	COVID-DISPOSABLE MASKS	365.00	COVID EXPENSE	101.114.255		Kurtenbach		845 00283
AMZN MKTP US 289N56CD0	SPECIAL EVENTS	162.82	SPECIAL EVENTS - ACTIVIT	211.231.575		Lacroix		845 00462

Credit Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
AMZN MKTP US 7I5410Y13	COMPUTER DOCK	29.99	COVID CAPITAL EXPENSE	101.105.355		Johnson		845 00152
AMZN MKTP US 8H1QH06X3	BOOK	6.61	BOOKS	101.142.340		Dobrovolny		845 00180
APPLIED IND TECH 2189	POLYMER CLEANER	33.66	JANITORIAL SUPPLIES	611.611.236		Hanson		845 00421
ARBYS #8703	K9 TRAINING TRAVEL	7.82	TRAVEL EXPENSE	101.111.263		Pekarek		845 00155
ASFFM MADISON WI	MEMBERSHIP FEES	165.00	MEMBERSHIP DUES	101.106.261		Bies		845 00140
AT&T BILL PAYMENT	CELL PHONE	26.35	TELEPHONE	201.201.271		Bailey		845 00290
	CELL PHONE	28.61	TELEPHONE	601.601.271		Bailey		845 00291
	CELL PHONE	25.83	TELEPHONE	601.601.271		Bailey		845 00292
	CELL PHONE	57.96	TELEPHONE	201.201.271		Bailey		845 00311
		138.75	*VENDOR TOTAL					
AT&T PREMIER EBIL	PHONE MOBILE DATA	1,232.78	PROFESSIONAL SERVICES	101.111.202		Peters		845 00045
	PHONE MOBILE DATA	90.62	PROFESSIONAL SERVICES	101.106.202		Peters		845 00046
	PHONE MOBILE DATA	90.62	PROFESSIONAL SERVICES -	101.127.202		Peters		845 00047
	PHONE MOBILE DATA	90.62	PROFESSIONAL SERVICES	101.123.202		Peters		845 00048
	PHONE MOBILE DATA	90.62	PROFESSIONAL SERVICES	601.601.202		Peters		845 00049
		1,595.26	*VENDOR TOTAL					
AUTO VALUE YANKTON	BATTERY	383.98	GARAGE PARTS	801.801.249		Kulhavy		845 00352
	BATTERY CHARGERS	1,300.00	SMALL TOOLS & HARDWARE	801.801.247		Potts		845 00014
	HEAD LIGHT	6.99	GARAGE PARTS	801.801.249		Robb		845 00038
	CABIN FILTER	10.27	GARAGE PARTS	801.801.249		Robb		845 00070
	CABIN FILTER	10.27	GARAGE PARTS	801.801.249		Robb		845 00148
	FILTERS	141.26	GARAGE PARTS	801.801.249		Robb		845 00182
	TUBE PATCH	8.99	GARAGE PARTS	801.801.249		Robb		845 00232
	FUEL LINE	4.76	GARAGE PARTS	801.801.249		Robb		845 00259
	AIR FILTER, BRAKE CLEANER	79.94	GARAGE PARTS	801.801.249		Robb		845 00282
	FILTERS	70.11	GARAGE PARTS	801.801.249		Robb		845 00390
	RADIO ANTENNA	10.99	GARAGE PARTS	801.801.249		Robb		845 00458
	GEAR GREASE	37.99	GARAGE PARTS	801.801.249		Robb		845 00478
		2,065.55	*VENDOR TOTAL					
AUTOZONE #3795	WINDSHIELD WIPERS	33.48	GARAGE PARTS	801.801.249		Kulhavy		845 00227
	ANTIFREEZE, WIPER BLADES	181.77CR	GARAGE PARTS	801.801.249		Kulhavy		845 00267
	ANTIFREEZE, WIPER BLADES	168.39	GARAGE PARTS	801.801.249		Kulhavy		845 00269
	ANTIFREEZE, WIPER BLADES	181.77	GARAGE PARTS	801.801.249		Kulhavy		845 00272
	ANTIFREEZE	47.94	GARAGE PARTS	801.801.249		Kulhavy		845 00281

Credit Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
AUTOZONE #3795		249.81	*VENDOR TOTAL					
BAKER-TAYLOR	POSTAGE	22.01	POSTAGE	101.142.231		Schmidt		845 00353
	BOOKS	2,596.35	BOOKS	101.142.340		Schmidt		845 00354
		2,618.36	*VENDOR TOTAL					
BEE ELECTRONICS INC	PAGER CASES	103.54	REP. & MAINT. - EQUIPMEN	101.114.221		Kurtenbach		845 00051
BESTBUYCOM806362026448	HEADSETS	86.97	COVID EXPENSE	101.105.255		Johnson		845 00326
BLUE ROCK BAR AND GRIL	TRAVEL FOR EXAM	30.10	TRAVEL EXPENSE	601.601.263		Bush		845 00412
BOLLER PRINTING	ADVERTISING	26.00	ADVERTISING	202.202.211		Lacroix		845 00034
BOMGAARS #2 YANKTON	CHRISTMAS TREE	4.41	REP. & MAINT. - BUILDING	201.201.223		Bornitz		845 00138
	CHRISTMAS LIGHTS	5.69	REP. & MAINT. - BUILDING	201.201.223		Delozier		845 00137
	SAC POOL SUPPLIES	29.90	REP. & MAINT. - BUILDING	203.203.223		Eskens		845 00032
	SHOP SUPPLIES	33.63	REP. & MAINT. - BUILDING	201.201.223		Gleich		845 00074
	SHOP SUPPLIES	51.42	REP. & MAINT. - BUILDING	201.201.223		Gleich		845 00162
	BLADES	50.25	REP. & MAINT. - EQUIPMEN	201.201.221		Gleich		845 00256
	WESTSIDE PARK REPAIRS	2.49	REP. & MAINT. - BUILDING	201.201.223		Kirchner		845 00037
	WESTSIDE PARK REPAIRS	8.82	REP. & MAINT. - BUILDING	201.201.223		Kirchner		845 00293
	REFLECTIVE ROD	45.45	REP. & MAINT. - BUILDING	201.201.223		Kirchner		845 00468
	BALL VALVE	33.99	REP. & MAINT. - BUILDING	201.201.223		Kortan		845 00295
	UNIFORMS	129.98	UNIFORMS & DRY GOODS	201.201.244		Kortan		845 00469
	GREESE GUN	99.98	SMALL TOOLS & HARDWARE	801.801.247		Kulhavy		845 00136
	RECYCLE OIL CONTAINER	35.98	SMALL TOOLS & HARDWARE	801.801.247		Kulhavy		845 00192
	WD-40	17.97	SMALL TOOLS & HARDWARE	101.126.247		Ryken		845 00119
	AG SUPPLIES	291.95	AGRICULTURAL SUPPLIES	101.127.241		Ryken		845 00286
	REFLECTIVE ROD	29.90	REP. & MAINT. - EQUIPMEN	101.126.221		Ryken		845 00444
	PUMP SPRAYER	17.99	REP. & MAINT. - EQUIPMEN	101.123.221		Ulmer		845 00235
	PIPE FITTINGS	5.18	ROAD MATERIALS	101.123.239		Ulmer		845 00305
	3" NUMBERS	5.98	GARAGE PARTS	801.801.249		Ulmer		845 00306
	SHOVEL	26.99	SMALL TOOLS & HARDWARE	801.801.247		Ulmer		845 00307
	PUMP	79.99	REP. & MAINT. - EQUIPMEN	101.124.221		Ulmer		845 00466
	HOCKEY RINK REPAIR	33.50	REP. & MAINT. - BUILDING	201.201.223		Wampol		845 00419
		1,041.44	*VENDOR TOTAL					
BURGER KING #6298 Q07	TRAVEL EXPENSE	11.50	TRAVEL EXPENSE	611.611.263		Gusso		845 00436
C & B YANKTON	JOHN DEER GATOR	21.51	REP. & MAINT. - EQUIPMEN	201.201.221		Gleich		845 00456

Credit Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
C & B YANKTON	ALTERNATOR	413.87	GARAGE PARTS	801.801.249		Jensen		845 00114
		435.38	*VENDOR TOTAL					
CANVA 02881-14256474	PROFESSIONAL SERVICES	119.40	PROFESSIONAL SERVICES	101.142.202		Schmidt		845 00089
CASEYS GEN 3855	FUEL	25.50	TRAVEL EXPENSE	601.601.263		Bush		845 00415
CENTER POINT LARGE PRI	LARGE PRINT BOOKS	137.82	BOOKS	101.142.340		Schmidt		845 00085
	LARGE PRINT BOOKS	137.82	BOOKS	101.142.340		Schmidt		845 00351
		275.64	*VENDOR TOTAL					
CLARKS RENTALS CUSTOM	CUT OFF SAW REPAIRS	147.50	REP. & MAINT. - DISTRIBU	601.601.226		Robinson		845 00107
CONCRETE MATERIALS SWE	WESTSIDE PARK	348.00	REP. & MAINT. - BUILDING	201.201.223		McHenry		845 00314
	DOG PARK	504.00	REP. & MAINT. - BUILDING	201.201.223		McHenry		845 00470
		852.00	*VENDOR TOTAL					
CORNWELL D-P TOOLS INC	SOCKET	43.78	SMALL TOOLS & HARDWARE	801.801.247		Jensen		845 00007
	DRILL BITS	23.95	SMALL TOOLS & HARDWARE	101.123.247		Jensen		845 00448
		67.73	*VENDOR TOTAL					
COX AUTO SUPPLY	SHOP SUPPLIES	27.99	REP. & MAINT. - BUILDING	201.201.223		Gleich		845 00018
	SPLIT POLY CONNECTORS	19.50	GARAGE PARTS	801.801.249		Kulhavy		845 00450
	GREASE	119.80	REP. & MAINT. - PLANT	601.601.221		Rothermel		845 00193
	GREASE GUN	16.99	SMALL TOOLS & HARDWARE	601.601.247		Rothermel		845 00273
	SEALED BEARING	25.78	GARAGE PARTS	801.801.249		Ulmer		845 00265
		210.06	*VENDOR TOTAL					
CRESCENT ELECTRIC 029	LIGHTS FOR BRIDGE	105.47	REP. & MAINT. - BUILDING	201.201.223		Frick		845 00294
	ELECTRICAL PARTS	33.21	REP. & MAINT. - EQUIPMEN	101.126.221		Ryken		845 00191
	WIRE	125.69	REP. & MAINT. - EQUIPMEN	101.126.221		Ryken		845 00328
	PVC PARTS	13.26	REP. & MAINT. - EQUIPMEN	101.126.221		Ryken		845 00336
	WIRE AND GROUND CLAMP	16.00	REP. & MAINT. - EQUIPMEN	101.126.221		Ryken		845 00337
	LIGHTS	8.01	REP. & MAINT. - BUILDING	101.123.223		Ryken		845 00399
	LIGHTS	69.22	REP. & MAINT. - EQUIPMEN	101.126.221		Ryken		845 00400
	ELECTRICAL EQUIPMENT	207.48	REP. & MAINT. - EQUIPMEN	101.126.221		Ryken		845 00422
		578.34	*VENDOR TOTAL					
CULLIGANWATERCONDITION	2 MONTH TANK RENTAL	102.50	REP. & MAINT. - PLANT	611.611.221		Hanson		845 00170

Credit Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
D J WALL ST JOURNAL	NEWSPAPER SUBSCRIPTION	99.00	SUBSCRIPTIONS & PUBLICAT	101.142.235		Schmidt		845 00028
	POSTAGE FEE	35.00	POSTAGE	101.142.231		Schmidt		845 00029
		134.00	*VENDOR TOTAL					
DANA SAFETY SUPPLY INC	PATROL CAR CUP HOLDER	49.95	REP. & MAINT. -VEHICLES	101.111.222		Foote		845 00253
DEPARTMENT OF ENVIRONM	EXAMINATION / TESTING	10.00	LEARNING	601.601.264		Bailey		845 00231
DK HARDWARE SUPPLY LLC	SATIN ANODIZED ALUMINUM	57.74	REP. & MAINT. - BUILDING	101.142.223		Homstad		845 00301
DOLLAR TREE	PROGRAM SUPPLIES	10.00	PROGRAM SUPPLIES	101.142.242		Clare		845 00146
ECHO ELECTRIC SUPPLY -	LAB AIR HANDLER RETURN	73.83CR	REP. & MAINT. - PLANT	611.611.221		Hanson		845 00420
	LAB AIR HANDLER CONTROL	343.47	REP. & MAINT. - PLANT	611.611.221		Hanson		845 00424
	MODULAR CABLE PLUGS	229.48	COVID CAPITAL EXPENSE	208.208.355		Morrow		845 00258
	LED LIGHT	34.17	REP. & MAINT. - EQUIPMEN	101.126.221		Ryken		845 00052
	ELECTRICAL PARTS	285.00	REP. & MAINT. - EQUIPMEN	101.126.221		Ryken		845 00109
	ELECTRICAL PARTS	57.47	REP. & MAINT. - EQUIPMEN	101.126.221		Ryken		845 00163
	HOMAC INLINE FUSEHOLDER	164.80	REP. & MAINT. - EQUIPMEN	101.126.221		Ryken		845 00249
	LED LAMP	50.77	REP. & MAINT. - BUILDING	101.123.223		Ryken		845 00392
		1,091.33	*VENDOR TOTAL					
EHRESMANN ENGINEERING	TOOL	14.61	SMALL TOOLS & HARDWARE	621.621.247		Bornitz		845 00278
ESRI	ESRI SUBSCRIPTION MAINT	3,400.00	SUBSCRIPTIONS & PUBLICAT	101.105.235		Yonke		845 00004
	ESRI SUBSCRIPTION MAINT	300.00	PROFESSIONAL SERVICES	101.123.202		Yonke		845 00005
	ESRI SUBSCRIPTION MAINT	300.00	PROFESSIONAL SERVICES	201.201.202		Yonke		845 00006
		4,000.00	*VENDOR TOTAL					
FACEBK Q7N88XS7W2	ADVERTISING	36.96	SPECIAL EVENTS - ACTIVIT	211.231.575		Lacroix		845 00417
FASTENAL COMPANY 01SDY	BOLT HARDWARE RESTOCK	372.39	SMALL TOOLS & HARDWARE	611.611.247		Hanson		845 00078
	WIRING, CONNECTORS	193.95	GARAGE PARTS	801.801.249		Kulhavy		845 00481
	3/8"-1/4" NYLON TUBING	66.42	GARAGE PARTS	801.801.249		Robb		845 00003
	FOAM EAR PLUGS	11.76	MEDICAL & SAFETY SUPPLIE	801.801.243		Robb		845 00112
	YELLOW WIRING	108.36	GARAGE PARTS	801.801.249		Robb		845 00404
	LEAD FREE CONNECTOR	106.15	GARAGE PARTS	801.801.249		Robb		845 00406
	PLOW BOLTS AND WASHERS	463.11	GARAGE PARTS	801.801.249		Robb		845 00416
	EARPLUGS	11.76	MEDICAL & SAFETY SUPPLIE	801.801.243		Robb		845 00485

Credit Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
FASTENAL COMPANY 01SDY								
	FLOW BOLTS	64.50	REP. & MAINT. - EQUIPMEN	101.127.221		Ryken		845 00430
	MIXING NOZZLE	36.95	REP. & MAINT. - EQUIPMEN	101.126.221		Ryken		845 00431
	FLOW BOLTS	23.87	REP. & MAINT. - EQUIPMEN	101.123.221		Ulmer		845 00349
		1,459.22	*VENDOR TOTAL					
FEDEX 96596550								
	SDFL MAIL RETURN	31.86	POSTAGE	101.111.231		Brandt		845 00414
FEDEX 96866959								
	SDFL EVIDENCE RETURN	36.48	POSTAGE	101.111.231		Brandt		845 00217
FEDEX 96987670								
	SDFL EVIDENCE RETURN	13.59	POSTAGE	101.111.231		Brandt		845 00151
FERGUSON WATERWRKS #25								
	4" TURBINE METER	855.00	REPAIR & MAINT.-WATER ME	601.601.227		Robinson		845 00039
	4" TURBINE METER	855.00	REPAIR & MAINT.-WATER ME	611.611.227		Robinson		845 00040
	3/4 & 1" METER SPUDS	292.65	REPAIR & MAINT.-WATER ME	601.601.227		Robinson		845 00121
	3/4 & 1" METER SPUDS	292.65	REPAIR & MAINT.-WATER ME	611.611.227		Robinson		845 00122
	4" METER FLANGES	216.24	REPAIR & MAINT.-WATER ME	601.601.227		Robinson		845 00127
	4" METER FLANGES	216.24	REPAIR & MAINT.-WATER ME	611.611.227		Robinson		845 00128
		2,727.78	*VENDOR TOTAL					
GIRTON ADAMS CO								
	SLUDGE HEATER #1 REPAIRS	325.75	REP. & MAINT. - PLANT	611.611.221		Hanson		845 00132
GRAINGER								
	STORAGE DEVICE	6.08	REP. & MAINT. - EQUIPMEN	101.142.221		Homstad		845 00443
	PIPE INSULATION	164.00	REP. & MAINT. - BUILDING	101.125.223		Homstad		845 00464
		170.08	*VENDOR TOTAL					
H & K OIL INC								
	SEMI TIRE BALANCING	25.00	GARAGE PARTS	801.801.249		Jensen		845 00398
	BALANCE TIRES	40.00	GARAGE PARTS	801.801.249		Ulmer		845 00153
		65.00	*VENDOR TOTAL					
HACH COMPANY								
	REAGENTS	759.38	MEDICAL,SAFETY, & LAB. S	601.601.243		Chytka		845 00027
HARBOR FREIGHT TOOLS 2								
	RANGE EQUIPMENT	898.91	EQUIPMENT	101.111.350		Foote		845 00432
HARBOR FREIGHT TOOLS 8								
	WORKLIGHT	139.96	SMALL TOOLS & HARDWARE	801.801.247		Kulhavy		845 00210
HY-VEE YANKTON 1899								
	RETIREMENT - CREDIT	5.78CR	EMPLOYEE COMMITTEE	101.101.141		Bailey		845 00002
	RETIREMENT	82.78	EMPLOYEE COMMITTEE	101.101.141		Bailey		845 00041

Credit Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
HY-VEE YANKTON 1899	PROGRAM SUPPLIES	38.46	PROGRAM SUPPLIES	101.142.242		Schmidt		845 00244
		115.46	*VENDOR TOTAL					
IN COMPLETE WIRELESS	REPAIR RADIO	90.00	REP. & MAINT. - EQUIPMEN	101.114.221		Kurtenbach		845 00234
IN CONTINENTAL RESEAR	CLEANING SUPPLIES	268.41	JANITORIAL SUPPLIES	203.203.236		Frick		845 00445
	CLEANING SUPPLIES	377.03	JANITORIAL SUPPLIES	201.201.236		Frick		845 00451
	CLEANING SUPPLIES	377.03	JANITORIAL SUPPLIES	203.203.236		Frick		845 00452
		1,022.47	*VENDOR TOTAL					
IN EMBROIDERY & SCREE	ALTER UNIFORM	32.00	UNIFORMS	101.111.244		Parker		845 00129
	NAME EMBROIDERY	16.00	UNIFORMS	101.111.244		Parker		845 00211
	BALL CAP, STOCKING CAP	45.00	UNIFORMS	101.111.244		Parker		845 00228
		93.00	*VENDOR TOTAL					
INTERNATION	MEMBERSHIP DUES	878.00	MEMBERSHIP DUES	101.102.261		Bailey		845 00463
INTL CODE COUNCIL INC	INTL CODE COUNCIL COURSE	73.49	SUBSCRIPTIONS & PUBLICAT	101.106.235		Hofer		845 00172
IR INDUSTRIAL	TEST KIT	249.21	REP. & MAINT. - PLANT	601.601.221		Chytka		845 00467
J.J BENJIS	UNIFORMS	1,045.00	UNIFORMS & DRY GOODS	203.203.244		McHenry		845 00011
	MERCHANDISE	1,425.00	MERCHANDISE	203.203.766		McHenry		845 00012
		2,470.00	*VENDOR TOTAL					
JACKS UNIFORMS & EQUI	PATROL SWEATER	126.75	O'MALLEY DONATION	101.111.210		Brandt		845 00056
	PATROL SWEATER	126.75	O'MALLEY DONATION	101.111.210		Brandt		845 00057
	PATROL SWEATER	132.75	OFFICE SUPPLIES	101.111.232		Brandt		845 00058
	PATROL SWEATER	126.75	O'MALLEY DONATION	101.111.210		Brandt		845 00060
	PATROL SWEATER	126.75	O'MALLEY DONATION	101.111.210		Brandt		845 00061
	PATROL SWEATER	126.75	O'MALLEY DONATION	101.111.210		Brandt		845 00062
	PATROL SWEATER	126.75	O'MALLEY DONATION	101.111.210		Brandt		845 00063
	PATROL SWEATER	126.75	O'MALLEY DONATION	101.111.210		Brandt		845 00064
	PATROL SWEATER	126.75	O'MALLEY DONATION	101.111.210		Brandt		845 00066
	PATROL SWEATER	126.75	O'MALLEY DONATION	101.111.210		Brandt		845 00067
	PATROL SWEATER	126.75	O'MALLEY DONATION	101.111.210		Brandt		845 00068
	PATROL SWEATER	126.75	O'MALLEY DONATION	101.111.210		Brandt		845 00069
	NAME TAGS	25.70	UNIFORMS	101.111.244		Brandt		845 00071
	PATROL SWEATER	126.75	O'MALLEY DONATION	101.111.210		Brandt		845 00072
	PATROL SWEATER	126.75	O'MALLEY DONATION	101.111.210		Brandt		845 00075
	PATROL SWEATER	132.75	O'MALLEY DONATION	101.111.210		Brandt		845 00076
	PATROL SWEATER	126.75	O'MALLEY DONATION	101.111.210		Brandt		845 00080

Credit Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
JACKS UNIFORMS & EQUI								
	PATROL SWEATER	126.75	O'MALLEY DONATION	101.111.210		Brandt		845 00082
	PATROL SWEATER	126.75	O'MALLEY DONATION	101.111.210		Brandt		845 00083
	PATROL SWEATER	126.75	O'MALLEY DONATION	101.111.210		Brandt		845 00084
	HANDCUFFS	33.95	REP. & MAINT. - EQUIPMEN	101.111.221		Brandt		845 00302
	POLICE UNIFORMS	323.64	UNIFORMS	101.111.244		Brandt		845 00441
	POLICE UNIFORMS	644.29	UNIFORMS	101.111.244		Brandt		845 00442
	HANDCUFFS	47.94	REP. & MAINT. - EQUIPMEN	101.111.221		Brandt		845 00465
		3,495.77	*VENDOR TOTAL					
JCL SOLUTIONS-SIOUX FA								
	CLEANING SUPPLIES	316.25	JANITORIAL SUPPLIES	201.201.236		Frick		845 00237
	CLEANING SUPPLIES	51.35	JANITORIAL SUPPLIES	203.203.236		Orr		845 00022
	CLEANING SUPPLIES	12.46	RECREATION SUPPLIES	203.203.242		Orr		845 00142
	CLEANING SUPPLIES	177.17	JANITORIAL SUPPLIES	203.203.236		Orr		845 00236
	CLEANING SUPPLIES	70.83	JANITORIAL SUPPLIES	203.203.236		Orr		845 00437
		628.06	*VENDOR TOTAL					
JIMMY JOHNS - 924								
	TRAVEL EXPENSE	11.78	TRAVEL EXPENSE	201.201.263		Kortan		845 00009
J2 METROFAX								
	FAX	9.95	PROFESSIONAL SERVICES	601.601.202		Chytka		845 00408
KAISER REFRIGERATION I								
	EQUIPMENT SUPPLIES	26.70	REP. & MAINT. - EQUIPMEN	204.204.221		Delozier		845 00341
	CHAINSAW SUPPLIES	42.98	REP. & MAINT. - EQUIPMEN	201.201.221		Frick		845 00126
		69.68	*VENDOR TOTAL					
KOPETSKYS ACE HDWE								
	RIVERSIDE KEY	9.95	REP. & MAINT. - BUILDING	201.201.223		Eskens		845 00179
	SAC POOL SUPPLIES	17.99	REP. & MAINT. - BUILDING	203.203.223		Eskens		845 00224
	PARK SUPPLIES	25.98	REP. & MAINT. - BUILDING	201.201.223		Eskens		845 00297
	CLEANING BOTTLES	19.75	JANITORIAL SUPPLIES	203.203.236		Frick		845 00284
	DECORATING HOOKS	19.08	REP. & MAINT. - BUILDING	201.201.223		Frick		845 00347
	OFFICE SUPPLIES	7.97	OFFICE SUPPLIES	201.201.232		Frick		845 00446
	SHOP SUPPLIES	41.93	REP. & MAINT. - BUILDING	201.201.223		Gleich		845 00091
	WESTSIDE PARK REPAIRS	80.32	REP. & MAINT. - BUILDING	201.201.223		Kirchner		845 00332
	TREES	6.59	AGRICULTURAL SUPPLIES	201.201.241		Kortan		845 00123
	CHRISTMAS LIGHTS	34.52	REP. & MAINT. - BUILDING	201.201.223		Kortan		845 00208
	TREES	4.59	AGRICULTURAL SUPPLIES	201.201.241		Kortan		845 00329
	PARK SUPPLIES	7.18	REP. & MAINT. - BUILDING	201.201.223		Kortan		845 00372
	WET DRY VAC	33.99	SMALL TOOLS & HARDWARE	801.801.247		Kulhavy		845 00118
	PAINT ROLLER FRAME	7.18	REP. & MAINT. - BUILDING	101.125.223		Miles		845 00077
	CHAIR RAILING PROJECT	13.99	REP. & MAINT. - BUILDING	101.141.223		Miles		845 00169
	SUPPLIES	7.98	REP. & MAINT. - BUILDING	101.142.223		Miles		845 00324
	DUCT TAPE	10.98	REP. & MAINT. - BUILDING	101.125.223		Miles		845 00423
	RECIPROCATING SAW/BLADES	109.98	SMALL TOOLS & HARDWARE	101.114.247		Nickles		845 00124
	DRILL/IMPACT DRIVER KIT	139.99	SMALL TOOLS & HARDWARE	101.114.247		Nickles		845 00226

Credit Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
KOPETSKYS ACE HDWE								
	TOOLS	49.57	SMALL TOOLS & HARDWARE	101.127.247		Roinstad		845 00338
	DRILL BIT	3.99	SMALL TOOLS & HARDWARE	601.601.247		Rothermel		845 00389
	BATTERIES	35.95	SMALL TOOLS & HARDWARE	101.126.247		Ryken		845 00453
	BATTERIES	15.99	REP. & MAINT. - PLANT	601.601.221		Schantz		845 00102
		705.44	*VENDOR TOTAL					
LANGUAGE LINE								
	INTERP SERVICE	78.53	PROFESSIONAL SERVICES	101.111.202		Brandt		845 00280
LEWIS AND CLARK FORD L								
	TRUCK SUPPLIES	14.72	REP. & MAINT. -VEHICLES	201.201.222		Gleich		845 00427
	REPLACE TRANSMISSION	966.44	GARAGE PARTS	801.801.249		Kulhavy		845 00165
		981.16	*VENDOR TOTAL					
LOCATORS & SUPPLIES IN								
	SAFETY COATS	92.41	UNIFORMS & DRY GOODS	601.601.244		Robinson		845 00356
LOGMEIN GOTOMEETING								
	REMOTE MEETING SOFTWARE	192.00	COVID EXPENSE	101.105.255		Johnson		845 00167
MARK S MACHINERY INC								
	BOBCAT REPAIRS	31.40	REP. & MAINT. - EQUIPMEN	201.201.221		Gleich		845 00059
	DOOR GLASS	180.79	REP. & MAINT. - DISTRIBU	601.601.226		Robinson		845 00073
		212.19	*VENDOR TOTAL					
MCLEODS PRINTING AND O								
	TRAFFIC CITATIONS	169.28	PRINTING & BINDING	101.111.233		Parker		845 00214
MEAD LUMBER YANKTON								
	PARK SUPPLIES	18.99	REP. & MAINT. - BUILDING	201.201.223		Wampol		845 00225
	HOCKEY RINK REPAIR	115.96	REP. & MAINT. - BUILDING	201.201.223		Wampol		845 00407
		134.95	*VENDOR TOTAL					
MENARDS YANKTON SD								
	CHRISTMAS TREES	119.94	REP. & MAINT. - BUILDING	201.201.223		Bornitz		845 00042
	SPECIAL EVENTS	303.97	SPECIAL EVENTS - ACTIVIT	211.231.575		Bornitz		845 00264
	PARK SUPPLIES	14.95	REP. & MAINT. - BUILDING	201.201.223		Bornitz		845 00397
	VETERANS DAY SUPPLIES	9.75	PROFESSIONAL SERVICES	101.102.202		Bornitz		845 00405
	BULB	20.97	REP. & MAINT. - BUILDING	201.201.223		Delozier		845 00260
	CHRISTMAS DECOR	199.93	REP. & MAINT. - BUILDING	201.201.223		Eskens		845 00143
	CABLE TIE	44.26	REP. & MAINT. - BUILDING	201.201.223		Eskens		845 00428
	TARP	49.98	REP. & MAINT. - BUILDING	201.201.223		Frick		845 00251
	SHOP SUPPLIES	10.94	REP. & MAINT. - BUILDING	201.201.223		Frick		845 00323
	SHOP SUPPLIES	39.79	REP. & MAINT. - BUILDING	201.201.223		Gleich		845 00255
	DIAL CALIPER	19.98	SMALL TOOLS & HARDWARE	611.611.247		Hanson		845 00094
	JANITORIAL SUPPLIES	28.83	JANITORIAL SUPPLIES	611.611.236		Hanson		845 00095
	BUILDING REPAIR SUPPLIES	121.12	REP. & MAINT. - BUILDING	611.611.223		Hanson		845 00331
	PLUMBING REPAIRS	20.77	REP. & MAINT. - PLANT	611.611.221		Hanson		845 00438
	GARBAGE BAGS	16.47	JANITORIAL SUPPLIES	611.611.236		Hanson		845 00439

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
MENARDS YANKTON SD								
	ROOF REPAIR SUPPLIES	85.91	REP. & MAINT. - BUILDING	101.142.223		Homstad		845 00168
	ELECTRICAL SUPPLIES	3.31	REP. & MAINT. - BUILDING	101.125.223		Homstad		845 00246
	BOILER LOCK AND HOSE	11.58	REP. & MAINT. - BUILDING	101.125.223		Homstad		845 00304
	WESTSIDE PARK REPAIRS	6.38	REP. & MAINT. - BUILDING	201.201.223		Kirchner		845 00204
	WESTSIDE PARK REPAIRS	25.96	REP. & MAINT. - BUILDING	201.201.223		Kirchner		845 00310
	TREE CARE	55.87	AGRICULTURAL SUPPLIES	201.201.241		Kortan		845 00098
	CHRISTMAS LIGHTS	179.47	REP. & MAINT. - BUILDING	201.201.223		Kortan		845 00133
	CHRISTMAS LIGHTS	171.89	REP. & MAINT. - BUILDING	201.201.223		Kortan		845 00134
	CHRISTMAS LIGHTS	180.90	REP. & MAINT. - BUILDING	201.201.223		Kortan		845 00159
	PARK SUPPLIES	37.08	REP. & MAINT. - BUILDING	201.201.223		Kortan		845 00219
	TREE SUPPLIES	167.51	AGRICULTURAL SUPPLIES	201.201.241		Kortan		845 00247
	PLANTERS	25.92	AGRICULTURAL SUPPLIES	201.201.241		Kortan		845 00288
	TREE SUPPLIES	61.38	AGRICULTURAL SUPPLIES	201.201.241		Kortan		845 00308
	TREES	54.84	AGRICULTURAL SUPPLIES	201.201.241		Kortan		845 00440
	WIRING - CITY HALL	15.48	REP. & MAINT. - BUILDING	101.125.223		Miles		845 00030
	CHAIR RAILING PROJECT	109.99	REP. & MAINT. - BUILDING	101.141.223		Miles		845 00174
	CAULK	3.88	REP. & MAINT. - BUILDING	101.125.223		Miles		845 00201
	SUPPLIES	12.88	REP. & MAINT. - BUILDING	101.142.223		Miles		845 00303
	DRILL BITS	3.98	REP. & MAINT. - BUILDING	101.125.223		Miles		845 00319
	AA BATTERIES	8.44	REP. & MAINT. - BUILDING	101.125.223		Miles		845 00342
	WINDOW KIT	15.98	REP. & MAINT. - BUILDING	101.125.223		Miles		845 00409
	ELECTRICAL CORDS	47.35	REP. & MAINT. - BUILDING	101.125.223		Miles		845 00411
	SUPPLIES	38.23	REP. & MAINT. - BUILDING	101.142.223		Miles		845 00418
	WINDOW KITS	40.94	REP. & MAINT. - BUILDING	101.125.223		Miles		845 00457
	CREDIT	2.10CR	COVID CAPITAL EXPENSE	101.105.355		Morrow		845 00087
	FASTENER RETURN	4.48CR	COVID CAPITAL EXPENSE	101.105.355		Morrow		845 00090
	TAPCON HEX FASTENERS	6.98	COVID CAPITAL EXPENSE	101.105.355		Morrow		845 00103
	FASTENER RETURN	28.12CR	COVID CAPITAL EXPENSE	101.105.355		Morrow		845 00106
	FASTENERS, WASHERS	22.93	COVID CAPITAL EXPENSE	101.105.355		Morrow		845 00113
	FASTENERS, DRILL BITS	43.08	COVID CAPITAL EXPENSE	101.105.355		Morrow		845 00135
	PLYWOOD AND FASTENERS	142.72	COVID CAPITAL EXPENSE	101.105.355		Morrow		845 00218
	CHAIN WRENCH	9.99	SMALL TOOLS & HARDWARE	101.114.247		Nickles		845 00298
	RETURN CHAIN WRENCH	9.99CR	SMALL TOOLS & HARDWARE	101.114.247		Nickles		845 00299
	TOOLS	82.92	SMALL TOOLS & HARDWARE	101.127.247		Roinstad		845 00327
	GREASE GUN	19.69	SMALL TOOLS & HARDWARE	601.601.247		Rothermel		845 00131
	FILTERS	359.76	REP. & MAINT. - PLANT	601.601.221		Rothermel		845 00171
	PLUMBING	50.77	REP. & MAINT. - PLANT	601.601.221		Rothermel		845 00313
	BROOM	19.98	JANITORIAL SUPPLIES	601.601.236		Rothermel		845 00393
	GLOVES	9.98	UNIFORMS & DRY GOODS	201.201.244		Schieffer		845 00209
	RADAR	72.96	REP. & MAINT. - BUILDING	201.201.223		Snyder		845 00472
	TOILET PARTS, EXT CORD	44.92	REP. & MAINT. - BUILDING	101.123.223		Ulmer		845 00207
	RETURN CORD	6.99CR	REP. & MAINT. - BUILDING	101.123.223		Ulmer		845 00220
	90W OIL	47.97	REP. & MAINT. - EQUIPMEN	101.123.221		Ulmer		845 00410
	T-HINGE	13.58	REP. & MAINT. - BUILDING	201.201.223		Wampol		845 00300
		3,283.35	*VENDOR TOTAL					
MIDWEST LABORATORIES								
	MONTHLY NUTRIENT TESTING	665.84	PROFESSIONAL SERVICES	611.611.202		Hanson		845 00333

Credit Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
MIDWEST RADIATOR	SHOP SUPPLIES	23.00	REP. & MAINT. - BUILDING	201.201.223		Gleich		845 00189
MIDWEST TIRE AND MUFFL	VALVE STEM	2.75	GARAGE PARTS	801.801.249		Jensen		845 00088
	TRUCK TIRE	660.00	GARAGE PARTS	801.801.249		Jensen		845 00403
	TIRES	3,717.22	GARAGE PARTS	801.801.249		Kulhavy		845 00194
	TIRES	850.00	GARAGE PARTS	801.801.249		Kulhavy		845 00233
	TIRES AND ALIGNMENT	830.71	GARAGE PARTS	801.801.249		Kulhavy		845 00289
	FRONT ALIGNMENT	74.95	GARAGE PARTS	801.801.249		Kulhavy		845 00459
	TIRE	32.00	REP. & MAINT. - EQUIPMEN	101.127.221		Ryken		845 00484
		6,167.63	*VENDOR TOTAL					
MOTOROLA SOLUTIONS ONL	DUAL BAND RADIOS-HOMELND	24,469.88	EQUIPMENT	101.114.350		Kurtenbach		845 00196
MUTT MITT	MUTT MITTS	2,314.70	RECREATION SUPPLIES - O	201.201.242		McHenry		845 00190
NIKE.COM	COMPROMISED CARD	15.99	RECREATION SUPPLIES	203.203.242		Orr		845 00355
NORTHTOWN AUTOMOTIVE	TRUCK REPAIRS	857.92	REP. & MAINT. -VEHICLES	201.201.222		Bornitz		845 00116
OLSONS PEST TECHNICIAN	PEST CONTROL	90.00	PROFESSIONAL SERVICES	101.142.202		Schmidt		845 00036
OREILLY AUTO PARTS 32	CLOCK	6.99	GARAGE PARTS	801.801.249		Kulhavy		845 00054
	CREEPERS	239.97	SMALL TOOLS & HARDWARE	801.801.247		Kulhavy		845 00100
	BATTERY	126.78	GARAGE PARTS	801.801.249		Kulhavy		845 00144
	OIL CONTAINER HOSE	67.90	SMALL TOOLS & HARDWARE	801.801.247		Kulhavy		845 00195
	PUSH BUTTON	9.49	GARAGE PARTS	801.801.249		Kulhavy		845 00229
	HEAT SHRINK TUBES	6.49	GARAGE PARTS	801.801.249		Kulhavy		845 00257
	DISCONNECT SWITCH	52.34	GARAGE PARTS	801.801.249		Kulhavy		845 00346
	LIGHT BULB	3.62	GARAGE PARTS	801.801.249		Kulhavy		845 00461
		513.58	*VENDOR TOTAL					
PAYPAL MONOPRICE	TAX REFUND	6.30CR	COVID EXPENSE	208.208.255		Peters		845 00271
	TAX REFUND	4.66CR	COVID EXPENSE	208.208.255		Peters		845 00279
	FURNITURE	103.23	COVID EXPENSE	208.208.255		Peters		845 00340
	FURNITURE	76.36	COVID EXPENSE	208.208.255		Peters		845 00460
		168.63	*VENDOR TOTAL					
PAYPAL TRIELECTRON	BATTERIES, PAGER CLIPS	214.20	REP. & MAINT. - EQUIPMEN	101.114.221		Kurtenbach		845 00160

Credit Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
PITNEY BOWES PI	OFFICE SUPPLIES	234.95	OFFICE SUPPLIES	101.142.232		Schmidt		845 00020
PITNEYBOWESLEASEDEQUIP	POSTAGE	32.00	POSTAGE	101.142.231		Schmidt		845 00096
	POSTAGE	32.00	POSTAGE	101.142.231		Schmidt		845 00097
	POSTAGE	122.00	POSTAGE	101.142.231		Schmidt		845 00105
		186.00	*VENDOR TOTAL					
PIZZAREV	TRAVEL EXPENSE	9.66	TRAVEL EXPENSE	101.111.263		Nolz		845 00434
	TRAVEL EXPENSE	6.44	TRAVEL EXPENSE	101.111.263		Pekarek		845 00435
		16.10	*VENDOR TOTAL					
PROVANTAGE	FIREWALL UPGRADES	3,570.00	PROFESSIONAL SERVICES	101.105.202		Peters		845 00395
RICE SIGNS LLC	SIGNS	825.00	ROAD MATERIALS	101.123.239		Gobel		845 00025
	SIGNS	110.00	ROAD MATERIALS	101.123.239		Gobel		845 00223
		935.00	*VENDOR TOTAL					
RIVERSIDE HYDRAULICS,	HOSES, PLOW CYLINDER	939.15	GARAGE PARTS	801.801.249		Kulhavy		845 00345
	HYDRAULICS HOSE	31.00	GARAGE PARTS	801.801.249		Ulmer		845 00166
	SNOW PLOW RESTRICTOR	52.60	REP. & MAINT. - EQUIPMEN	101.123.221		Ulmer		845 00239
		1,022.75	*VENDOR TOTAL					
RONS AUTO GLASS	WINDSHIELD	350.00	REP. & MAINT. - BUILDING	101.123.223		Ulmer		845 00230
ROYAL SPORT SHOP	EMPLOYEE NAMEPLATES	41.80	OFFICE SUPPLIES	101.102.232		Bailey		845 00254
	BENCH PLATE	38.00	REP. & MAINT. - BUILDING	201.201.223		McHenry		845 00447
		79.80	*VENDOR TOTAL					
SHERWIN WILLIAMS 70301	GBT BUILDING PAINT	424.44	REP. & MAINT. - BUILDING	611.611.223		Hanson		845 00050
	MEETING ROOM "B" MAINT	35.49	REP. & MAINT. - BUILDING	101.125.223		Miles		845 00010
	PAINT	13.51	REP. & MAINT. - BUILDING	101.125.223		Miles		845 00092
	PAINT - MEETING ROOM B	39.41	REP. & MAINT. - BUILDING	101.125.223		Miles		845 00164
	COVID SAFETY PRECAUTIONS	42.49	COVID EXPENSE	101.105.255		Miles		845 00268
	PAINT FOR MEETING ROOM B	8.47	REP. & MAINT. - BUILDING	101.125.223		Miles		845 00285
	BRIDGE PAINT	50.86	REP. & MAINT. - BUILDING	201.201.223		Wampol		845 00145
		614.67	*VENDOR TOTAL					
SHUR-CO OUTLETSERVICE	VINYL GLUE CEMENT	34.91	GARAGE PARTS	801.801.249		Jensen		845 00334

Credit Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
SOUTH DAKOTA HISTORICA	POSTAGE	4.19	POSTAGE	101.142.231		Dobrovolny		845 00015
	BOOKS	95.84	BOOKS	101.142.340		Dobrovolny		845 00016
		100.03	*VENDOR TOTAL					
SOUTH DAKOTA MAGAZINE	MAGAZINE SUBSCRIPTION	45.00	SUBSCRIPTIONS & PUBLICAT	101.142.235		Schmidt		845 00086
SPARKS UPHOLSTERY	EQUIPMENT REPAIR	68.53	REP. & MAINT. - EQUIPMEN	203.203.221		Snyder		845 00115
	EQUIPMENT REPAIR	75.04	REP. & MAINT. - EQUIPMEN	203.203.221		Snyder		845 00200
		143.57	*VENDOR TOTAL					
SQ BUHLS CLEANERS	TOWELS	867.80	CONTRACTED SERVICES	203.203.204		McHenry		845 00079
SQ MEAD CULTURAL EDUC	ADVERTISING	50.00	ADVERTISING	202.202.211		Lacroix		845 00024
SQ THE LEMONADE STAND	OFFICE SUPPLIES REFUND	89.50CR	OFFICE SUPPLIES	101.142.232		Schmidt		845 00216
STATEMENT FEE	STATEMENT FEE	3.00	PROFESSIONAL SERVICES	601.601.202		Bush		845 00001
STURDEVANTS-YANKTON #1	SHOP SUPPLIES	5.39	REP. & MAINT. - BUILDING	201.201.223		Gleich		845 00021
	TRUCK REPAIR	42.57	REP. & MAINT. -VEHICLES	204.204.222		Gleich		845 00099
	TRUCK REPAIR	184.50	REP. & MAINT. -VEHICLES	201.201.222		Gleich		845 00181
	BELTS	6.00	REP. & MAINT. - BUILDING	201.201.223		Gleich		845 00320
	TRUCK SUPPLIES	34.63	REP. & MAINT. -VEHICLES	201.201.222		Gleich		845 00343
		273.09	*VENDOR TOTAL					
THE UPS STORE 6716	SHIPPING	265.45	PROFESSIONAL SERVICES	611.611.202		Hanson		845 00449
	POSTAGE	12.28	POSTAGE	601.601.231		Rothermel		845 00276
		277.73	*VENDOR TOTAL					
TRACTOR-SUPPLY-CO #026	UNIFORMS	177.88	UNIFORMS & DRY GOODS	201.201.244		Kortan		845 00471
TRK HOSTING	WEB HOSTING	7.95	INTERNET ACCESS	101.105.270		Johnson		845 00296
TRUCK TRAILER SALES &	HEADLIGHT CORD	3.50	GARAGE PARTS	801.801.249		Jensen		845 00108
	AIR HORN	127.55	GARAGE PARTS	801.801.249		Kulhavy		845 00139
	CAP FOR HOSE	3.75	GARAGE PARTS	801.801.249		Kulhavy		845 00154
	PULLY RETURN	175.25CR	GARAGE PARTS	801.801.249		Kulhavy		845 00198
	PULLEYS AND BELT	444.75	GARAGE PARTS	801.801.249		Kulhavy		845 00240
	GLASS	81.50	GARAGE PARTS	801.801.249		Kulhavy		845 00243

Credit Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
TRUCK TRAILER SALES &								
	BRAKE AIRBAG	213.00	GARAGE PARTS	801.801.249		Ulmer		845 00147
	QUARTER FENDER	125.00	GARAGE PARTS	801.801.249		Ulmer		845 00156
	FILTER	39.30	GARAGE PARTS	801.801.249		Ulmer		845 00176
		863.10	*VENDOR TOTAL					
TURTLE TRACKS								
	EXTERNAL BVP CARRIER	290.00	UNIFORMS	101.111.244		Foote		845 00250
UNITED LABORATORIES IN								
	MAINTENANCE LUBRICANT	286.92	REP. & MAINT. - PLANT	611.611.221		Hanson		845 00197
UPSBATTERYCENTERLTD								
	REPLACE UPS BATTERIES	199.99	REP. & MAINT. - EQUIPMEN	101.105.221		Peters		845 00150
USA BLUE BOOK								
	CURB STOP LIDS	495.77	REP. & MAINT. - DISTRIBU	601.601.226		Robinson		845 00205
USPS PO 4698100078								
	CERTIFIED LETTER POSTAGE	6.95	POSTAGE	101.106.231		Homstad		845 00117
	POSTAGE	21.90	POSTAGE	101.111.231		Parker		845 00053
	MAIL EVIDENCE TO SDHL	29.30	POSTAGE	101.111.231		Parker		845 00161
	MAIL EVIDENCE TO PIERRE	28.70	POSTAGE	101.111.231		Parker		845 00348
	MAIL EVIDENCE TO SDHL	14.65	POSTAGE	101.111.231		Parker		845 00473
	POSTAGE	11.00	POSTAGE	601.601.231		Rothermel		845 00033
		112.50	*VENDOR TOTAL					
VASTBROADBAND-VEXUS								
	TELEPHONE	275.63	TELEPHONE	601.601.271		Yardley		845 00008
	TELEPHONE	153.88	TELEPHONE	101.127.271		Yardley		845 00157
	TELEPHONE	38.47	TELEPHONE	101.123.271		Yardley		845 00158
	TELEPHONE	114.00	TELEPHONE	101.102.271		Yardley		845 00357
	TELEPHONE	176.99	TELEPHONE	101.104.271		Yardley		845 00358
	TELEPHONE	27.85	TELEPHONE	101.105.271		Yardley		845 00359
	TELEPHONE	90.48	TELEPHONE	101.106.271		Yardley		845 00360
	TELEPHONE	32.34	TELEPHONE	101.111.271		Yardley		845 00361
	TELEPHONE	94.24	TELEPHONE	101.114.271		Yardley		845 00362
	TELEPHONE	163.22	TELEPHONE	101.122.271		Yardley		845 00363
	TELEPHONE	62.38	TELEPHONE	101.123.271		Yardley		845 00364
	TELEPHONE	78.18	TELEPHONE	101.142.271		Yardley		845 00365
	TELEPHONE	229.85	TELEPHONE	201.201.271		Yardley		845 00366
	TELEPHONE	33.30	TELEPHONE	202.202.271		Yardley		845 00367
	TELEPHONE	217.37	TELEPHONE	203.203.271		Yardley		845 00368
	TELEPHONE	135.90	TELEPHONE	601.601.271		Yardley		845 00369
	TELEPHONE	22.91	TELEPHONE	611.611.271		Yardley		845 00370
	TELEPHONE	35.59	TELEPHONE	637.637.271		Yardley		845 00371
	TELEPHONE	52.93	TELEPHONE	101.102.271		Yardley		845 00373
	TELEPHONE	106.05	TELEPHONE	101.104.271		Yardley		845 00374
	TELEPHONE	12.95	TELEPHONE	101.105.271		Yardley		845 00375
	TELEPHONE	49.17	TELEPHONE	101.106.271		Yardley		845 00376
	TELEPHONE	20.65	TELEPHONE	101.111.271		Yardley		845 00377

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VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
VASTBROADBAND-VEXUS								
	TELEPHONE	64.62	TELEPHONE	101.114.271		Yardley		845 00378
	TELEPHONE	98.96	TELEPHONE	101.122.271		Yardley		845 00379
	TELEPHONE	38.01	TELEPHONE	101.123.271		Yardley		845 00380
	TELEPHONE	42.27	TELEPHONE	101.142.271		Yardley		845 00381
	TELEPHONE	146.75	TELEPHONE	201.201.271		Yardley		845 00382
	TELEPHONE	21.26	TELEPHONE	202.202.271		Yardley		845 00383
	TELEPHONE	138.78	TELEPHONE	203.203.271		Yardley		845 00384
	TELEPHONE	86.77	TELEPHONE	601.601.271		Yardley		845 00385
	TELEPHONE	12.95	TELEPHONE	611.611.271		Yardley		845 00386
	TELEPHONE	20.65	TELEPHONE	637.637.271		Yardley		845 00387
	INTERNET	868.99	INTERNET ACCESS	101.105.270		Yardley		845 00391
		3,764.34	*VENDOR TOTAL					
VERMILLION PIZZA RANCH								
	TASER RECERTIFICATION	22.55	TRAVEL EXPENSE	101.111.263		Yankton Police		845 00309
VIDDLEL INC								
	VIDEO HOSTING	41.49	PROFESSIONAL SERVICES	101.101.202		Johnson		845 00245
VISTAPR VISTAPRINT.COM								
	BUSINESS CARDS	42.60	OFFICE SUPPLIES	101.111.232		Johnson		845 00184
VOGT S FINE CLEANERS								
	CLEANING OF UNIFORMS	70.00	REP. & MAINT. - EQUIPMEN	101.111.221		Brandt		845 00426
VWR INTERNATIONAL INC								
	PHOSPHATE BUFFER CREDIT	51.82CR	REP. & MAINT. - PLANT	611.611.221		Dewald		845 00026
	4L PHOSPHATE BUFFER	50.75	MEDICAL,SAFETY, & LAB. S	611.611.243		Dewald		845 00183
	PHOSPHATE BUFFER	51.82	MEDICAL,SAFETY, & LAB. S	611.611.243		Dewald		845 00199
		50.75	*VENDOR TOTAL					
VZWRLLS MY VZ VB P								
	INTERNET ACCESS	0.02	INTERNET ACCESS	101.105.270		Johnson		845 00031
	INTERNET ACCESS	80.02	PROFESSIONAL SERV.-VOLUN	101.114.202		Johnson		845 00043
	INTERNET ACCESS	80.00	INTERNET ACCESS	101.105.270		Johnson		845 00044
	INTERNET ACCESS	1,575.50	INTERNET ACCESS	101.105.270		Johnson		845 00312
	INTERNET ACCESS	80.02	PROFESSIONAL SERV.-VOLUN	101.114.202		Johnson		845 00315
	INTERNET ACCESS	114.60	INTERNET ACCESS	101.105.270		Johnson		845 00316
	INTERNET ACCESS	80.00	INTERNET ACCESS	101.105.270		Johnson		845 00317
	INTERNET ACCESS	0.02	INTERNET ACCESS	101.105.270		Johnson		845 00318
		2,010.18	*VENDOR TOTAL					
WAL-MART #1483								
	PHOTO FRAME	3.74	OFFICE SUPPLIES	201.201.232		Lacroix		845 00019
	OFFICE SUPPLIES	8.36	OFFICE SUPPLIES	201.201.232		Lacroix		845 00035
	PAPER CLIPS,ENVELOPES	14.39	OFFICE SUPPLIES	101.111.232		Parker		845 00325
	HALLOWEEN TREATS	19.08	PUBLIC EDUCATION EXPENDI	101.111.251		Parker		845 00429
	OFFICE SUPPLIES	14.24	OFFICE SUPPLIES	203.203.232		Wattier		845 00175
	REC SUPPLIES	17.92	RECREATION SUPPLIES	203.203.242		Wattier		845 00212
		77.73	*VENDOR TOTAL					

Credit Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
WALGREENS #9806	PROGRAM SUPPLIES	52.46	PROGRAM SUPPLIES	101.142.242		Schmidt		845 00433
WALMART GROCERY	OFFICE SUPPLIES - FEMA	137.10	OFFICE SUPPLIES	101.102.232		Bailey		845 00206
WM SUPERCENTER #1483	NOTEPADS AND ENVELOPES	29.70	OFFICE SUPPLIES	101.111.232		Parker		845 00023
	EXTERNAL MEDIA STORAGE	13.48	REP. & MAINT. - EQUIPMEN	101.111.221		Parker		845 00125
	ALOE VERA	7.96	COVID EXPENSE	101.123.255		Robb		845 00321
	LAMINATING POUCHES	22.84	OFFICE SUPPLIES	801.801.232		Robb		845 00322
		73.98	*VENDOR TOTAL					
X-TREME CAR WASH	K9 RENO BATHING	12.00	K-9 UNIT MEDICAL CARE	101.111.246		Pekarek		845 00187
YANKTON AREA CHAMBER O	CONFERENCE	516.00	CONFERENCE & MEETINGS	201.201.265		Wattier		845 00274
	CONFERENCE	129.00	CONFERENCE & MEETINGS	203.203.265		Wattier		845 00275
		645.00	*VENDOR TOTAL					
YANKTON CHAMBER OF COM	EMPLOYEE SERVICE AWARDS	336.79	EMPLOYEE COMMITTEE	101.101.141		Bailey		845 00081
	RETIREMENT	103.50	EMPLOYEE COMMITTEE	101.101.141		Bailey		845 00110
	RETIREMENT	103.75	PROFESSIONAL SERVICES	101.101.202		Bailey		845 00111
		544.04	*VENDOR TOTAL					
YANKTON COUNTY OBSERVE	NEWSPAPER SUBSCRIPTION	35.00	SUBSCRIPTIONS & PUBLICAT	101.142.235		Schmidt		845 00065
YANKTON MEDICAL CLINC	NEW EMPLOYEE EXAMS	100.00	PROFESSIONAL SERVICES	101.123.202		Bailey		845 00454
	NEW EMPLOYEE EXAMS	129.00	PROFESSIONAL SERVICES	101.111.202		Bailey		845 00455
		229.00	*VENDOR TOTAL					
YANKTON REXALL DRUG	K9 RENO MEDS	17.98	K-9 UNIT MEDICAL CARE	101.111.246		Pekarek		845 00402
YANKTON WINNELSON CO	TRUCK SUPPLIES	77.81	REP. & MAINT. -VEHICLES	201.201.222		Frick		845 00266
YANKTONMEDIAINC	AWARD FRAMING	59.95	PROFESSIONAL SERVICES	101.111.202		Brandt		845 00394
YKT JANITORIAL & DT SC	PAPER PRODUCTS	102.70	JANITORIAL SUPPLIES	101.125.236		Miles		845 00101
	CLEANING SUPPLIES	13.10	JANITORIAL SUPPLIES	101.141.236		Miles		845 00104
	FLOOR CLEANER	39.50	JANITORIAL SUPPLIES	101.141.236		Miles		845 00188
	ICE MELT	43.90	JANITORIAL SUPPLIES	101.125.236		Miles		845 00242
	PAPER PRODUCTS	160.04	REP. & MAINT. - BUILDING	101.125.223		Miles		845 00330

Credit Card Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
YKT JANITORIAL & DT SC								
	ICE MELT	21.95	REP. & MAINT. - BUILDING	101.127.223		Ryken		845 00238
	ICE MELT	21.95	REP. & MAINT. - BUILDING	101.127.223		Ryken		845 00241
	JANITORIAL SUPPLIES	503.90	JANITORIAL SUPPLIES	101.127.236		Ryken		845 00277
		907.04	*VENDOR TOTAL					
ZORO TOOLS INC								
	PADLOCKS	41.16	REP. & MAINT. - BUILDING	101.123.223		Homstad		845 00262
	PADLOCKS	41.16	REP. & MAINT. - BUILDING	101.125.223		Homstad		845 00263
		82.32	*VENDOR TOTAL					
1 OFFICE SOLUTION								
	ENVELOPES	16.98	OFFICE SUPPLIES	101.106.232		Goeden		845 00222
	OFFICE CHAIR CASTERS	15.00	OFFICE SUPPLIES	101.102.232		Miles		845 00173
	DESK CALENDERS	31.92	OFFICE SUPPLIES	801.801.232		Robb		845 00213
	PROGRAM SUPPLIES	10.00	PROGRAM SUPPLIES	101.142.242		Schmidt		845 00479
	OFFICE SUPPLIES	58.20	OFFICE SUPPLIES	101.142.232		Schmidt		845 00480
		132.10	*VENDOR TOTAL					
2COCOM WONDERSHARE.COM								
	COMPUTER PROGRAM	43.92	CONTRACTED SERVICES - OP	201.201.204		McHenry		845 00013

Credit Card Schedule of Bills

VENDOR NAME								
DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID LINE
REPORT TOTALS:	119,867.70							

RECORDS PRINTED - 000485

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
101	GENERAL FUND	81,226.64
201	PARKS AND RECREATION	9,344.13
202	HUETHER FAMILY AQUATICS CTR	130.56
203	SUMMIT ACTIVITY CENTER	5,104.38
204	MARNE CREEK	69.27
208	911/DISPATCH	439.13
211	LODGING SALES TAX	563.17
601	WATER OPERATION	4,777.56
611	WASTE WATER OPERATION	4,415.76
621	CEMETERY OPERATION	14.61
637	JOINT POWER	56.24
801	CENTRAL GARAGE	13,726.25
TOTAL ALL FUNDS		119,867.70

BANK RECAP:

BANK	NAME	DISBURSEMENTS
1DAK	FIRST DAKOTA NAT'L BANK CORP	119,867.70
TOTAL ALL BANKS		119,867.70

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

DATE APPROVED BY

.....

.....



OFFICE OF THE CITY MANAGER

www.cityofyankton.org

VOL. 55, NUMBER 23

Commission Information Memorandum

The Yankton City Commission meeting on Monday, December 14, 2020, will begin at 7:00 pm.

Non-Agenda Items of Interest

1) Human Resources & Employee Engagement Department Update

We have sent Police Officer Selection Testing (POST) to candidates that have applied for our open positions. We expect to have those results back soon. Will then proceed with our screening process. The Grounds Maintenance Worker position has been filled. Bill Jensen, fleet mechanic, from the Streets department has accepted. The Fleet Mechanic position is now open and will close in a couple weeks.

The Youth Services Librarian interviews were completed along with the finalists. Victoria Caine, from Mesa, AZ has accepted the offer and intends to start in January.

We have 3 follow up discovery calls this week with Kronos. The modules will each take a few weeks to build then testing will begin. The project team is doing a great job encompassing the city's many aspects when integrating it with Kronos.

Health Partners and Principal's employer portals are up and running. The employer portal is intended to be ready next week. When employees receive their cards, they are encouraged to create an employee login. This is a great tool to review your benefits of your plans.

2) Environmental Services Department Update

Rich DeWald was awarded the JR Yde award last week. The South Dakota Water and Wastewater Association (SDWWA) created the recognition plaque to honor members working in the water and wastewater field for forty years. The award is named after and in honor of JR Yde, a long-time member and contributor, who passed away in 2011.

Qualification include:

1. Any person actively engaged in water or wastewater field for FORTY (40) years. Ten of these years must be in South Dakota. It is understood the time spent in the armed forces shall count toward this award if such time be after the initial period of work in the water/wastewater field, and;
2. Shall be a member of the South Dakota Water and Wastewater Association during the year the award is made, and;
3. Shall be duly recommended by an Association member to the JR Yde Award Committee of the South Dakota Water and Wastewater Association, and;

4. Shall meet these qualifications as decided by the JR Yde Award Committee to be entitled to the recognition of the Award.

The JR Yde award is a plaque on which the recipient's name, affiliation, and the year of the award is engraved. The plaque becomes the permanent property of the Award Winner. The award is normally presented at the Annual Conference banquet. Because the Conference was cancelled the award was presented to Rich at the Wastewater Plant by SD WWA President Delvin DeBoer. Rich was nominated for the award by Wastewater Plant Superintendent Tanner Hanson. Rich is currently the Senior Lab Tech at the Wastewater Plant.

3) Community & Economic Department Update

City Building Official Gregg Homstad has been elected to the Lewis & Clark Home Builder's Association (HBA) 2021 Board of Directors. Gregg's involvement in the association provides an excellent opportunity for the City to stay in tune with the local housing and construction industry. The Annual Lewis & Clark Home Builders Home Show is tentatively scheduled for March 2021. The Home Show will be held at the NFAA Easton Archery Complex and will feature home improvement exhibitors and vendors from around the area. The HBA is made up of area contractors, realtors, mortgage lenders and associate members that are linked to the construction industry. The goal of the HBA is to provide opportunities for consumers to have safe and affordable housing.

4) Police Department Update

We hosted our monthly meeting with the States Attorney this week.

We have meetings scheduled with some of our community partners which include: Connecting Cultures, Victims of South Dakota, SART Emerge (River City Domestic Violence Center), Emergency Management meeting, COVID Task Force and Optimists.

5) Library Update

In November, the library partnered with the Yankton Area Meditation Group to provide a virtual meditation session. Because of expressed interest, we have decided to make this a monthly event through February. Upcoming dates for virtual meditation will be December 14, January 11 and February 8. This group is open to all regardless of meditation experience or lack of. The library will also be hosting a virtual book club through the winter months (January, February & March) to keep people engaged and reading through the winter.

In December we will continue with our special guests for story times. We will have Ms. Judy sharing some fun movement and dances with participants as well as Santa's helper (Deanna Branaugh) sharing a holiday story and activity. We have offered the Youth Services position to a candidate and hope to have her joining our team in January! At the end of December I will be ending my three-year term on the South Dakota Titles To Go Purchasing Committee. I have truly enjoyed being part of the team that helps to select the e-books available to South Dakota readers through Overdrive!

6) Finance Department Update

As of November 7th, the City of Yankton has been reimbursed \$2,264,263.71 from the South Dakota Local Government COVID Recovery Fund (CRF) as part of its \$3,320,375 Coronavirus Aid, Relief, and Economic Security (CARES) allocation. The remaining \$1,056,111.29 will be spent with an estimated \$490,000 for December wages and worker's comp plus \$566,111 for IT equipment, radios, dispatch workstations, supplies, etc. A real-time view of Local Government COVID Recovery Fund payments can be found at https://open.sd.gov/Covid19_localgov.aspx.

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

This is the third year that the City has utilized the Purple Wave Online Auction service to sell seventeen large vehicles and equipment items this fall. The online government auction closed shortly after 10:00 a.m. on Tuesday, December 1, 2020. The results with the winning bid amounts are as follows:

2013 Chevrolet Caprice 4-dr - \$4,800
2016 Ford Explorer SUV - \$6,700
2002 Dodge Durango Sport 4x4 – \$3,200
2004 Dodge Interpid – \$825
2011 Dodge RAM 2500 Crew Cab – \$7,200
1994 GMC Suburban – \$1,800
2001 Ford F-250 ¾ Ton, 4x4, Crew Cab – \$3,800
2006 Steco Walking SWO48 Trailer– \$8,600
2003 CPS Walking Floor Trailer – \$8,300
2008 IHC 7400 6x4 Dump Truck – \$21,500
2008 IHC 7400 6x4 Dump Truck – \$20,500
2008 Freightliner GVW 6x4 – \$21,500
2003 IHC Flusher Truck Navistar – \$30,500
2005 International Truck Navistar – \$27,000
2012 Volvo Mini Excavator – \$24,500
John Deere Riding Lawnmower - \$55
Tools (Hobart Welder, Chop Saw, Drill Press) - \$425
Large Portable Water Tank - \$100
Street Sweeper Brooms (Quantity 9) - \$425

Purple Wave will send the City a check for \$191,730 within 15 business days from the close of the auction. Top bidders pay a 10% premium to Purple Wave so there is no direct cost to the City. We are very pleased with the results along with the professionalism and ease in working with Purple Wave. We recommend utilizing their services again in the future.

Please see the enclosed Monthly Finance Report for November.

7) Public Works Department Update

While weather conditions permit, Public Works continues to address fall maintenance items such as asphalt street crack filling, street sweeping, repairing potholes, and tending compost.

The Huether Family Aquatics Center

All of the exterior block and roofing on all of the buildings has been completed. Windows in the bathhouse and concessions have also been installed. They are ready for adverse weather when it arrives. Tile work on all of the pools is done. Pool A, the competition pool, will have water installed as part of the winterization process.

All the pumps have been installed in the mechanical building. The contractor is still working on installing the electrical conduit on the interior of the building.

All of the masonry block work, other than around the structure bases, has been completed.

A good majority of the aggregate base has been placed around the pools. The contractor has the parking lot rough graded. This work will continue until the weather no longer allows it to be done. Curb and gutter at the mechanical building access and the north parking lot access have been installed. The south access for the parking lot will be completed later.

Riverside Drive from Green Street to Broadway Avenue

All of the clean-up items have been addressed. The recommendation for acceptance is included on this agenda.

Marne Creek Bank Stabilization and Maintenance Trail Reconstruction

Staff have been holding progress meetings with Banner Associates, Inc. and their subs for the engineering and design of this project. They have completed the survey work necessary and are working on modeling the areas so that a determination on what types of stabilization can/should be utilized.

Since we are utilizing FEMA funds for this project, it is important that the process meet their requirements.

8) Parks and Recreation Department Update

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

9) Monthly reports

Building, Joint Powers Solid Waste, Salary and Yankton Police Department monthly reports are included for your review.

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

Sincerely,

Amy Leon
City Manager

FINANCE MONTHLY REPORT

Activity	NOV 2020	NOV 2019	NOV 2020 YTD	NOV 2019 YTD
UTILITY BILLING:				
Water				
Water Sold (in gallons per 1,000)	56,917	47,359	670,399	588,998
Water Billed	\$593,870.30	\$519,340.96	\$6,671,760.35	\$5,776,157.24
Basic Water Fee/Rate per 1000 gal.*	\$27.51/6.30	\$27.51/\$6.12		
Number of Accounts Billed	5,557	5,519	60,298	59,751
Number of Bills Mailed	5,557	5,519	60,298	59,751
Total Meters Read	5,835	5,779	64,152	63,274
Meter Changes/pulled	3	3	53	39
Total Days Meter Reading	1	1	11	11
Misreads found prior to billing	0	-	0	-
Customers requesting Rereads	0	-	0	1
Sewer				
Sewer Billed	\$378,872.95	\$360,170.32	\$3,806,802.48	\$3,590,296.91
Basic Sewer Fee/Rate per 1000 gal.*	\$11.22/6.80	\$10.69/\$6.48		
Solid Waste				
Solid Waste Billed	108,380.17	\$110,825.60	\$1,152,074.47	\$1,160,532.78
Basic Solid Waste Fee*	\$23.61	\$22.92		
Total Utility Billing:	\$1,081,123.42	\$990,336.88	\$11,630,637.30	\$10,526,986.93
Adjustment Total:	(\$115.56)	\$2,363.32	(\$7,729.61)	(\$4,816.97)
Misread Adjustments	\$0.00	\$0.00	\$0.00	(\$6,043.28)
Other Adjustments	\$4.44	\$2,453.32	(\$4,209.61)	\$2,446.31
Penalty Adjustments OFF	(\$130.00)	(\$90.00)	(\$3,760.00)	(\$1,370.00)
Penalty Adjustments ON	\$10.00	\$0.00	\$240.00	\$150.00
New Accounts/Connects	71	70	948	929
Accounts Finaled/Disconnects	134	182	791	901
New Accounts Set up	2	6	54	50
Delinquent Notices	393	416	4,575	4434
Doorknockers	142	171	1,710	1681
Delinquent Call List	87	111	1,044	964
Notice of Termination Letters	16	13	183	154
Shut-off for Non-payment	8	8	86	77
Delinquent Notice Penalties	\$3,930.00	\$4,160.00	\$45,750.00	\$44,340.00
Doorknocker Penalties	\$1,420.00	\$1,710.00	\$17,100.00	\$16,810.00
Other Office Functions:				
Interest Income	\$16,287.94	\$91,257.77	\$432,372.39	\$887,054.84
Interest Rate-Checking Account	0.41%	2.05%		
Interest Rate-CDs	N/A	N/A	N/A	N/A
# of Monthly Vendor Checks	120	142		
Payments Issued to Vendors	\$ 3,559,508.04	\$ 5,754,741.19	\$34,384,011.84	\$37,093,574.14
# of Employees on Payroll	168	209		
Monthly Payroll *	\$ 429,990.63	\$ 639,333.65	\$5,275,506.05	\$5,300,475.71

PARKS AND RECREATION DEPARTMENT

SUMMIT ACTIVITIES CENTER and RECREATION PROGRAMS

The SAC has created an operations plan to coincide with Yankton School District operations. The SAC operation, which is located in a shared facility with the Yankton School District, is working under two goals:

- 1) safety of everyone- staff and patrons.
- 2) Help in the effort to have in-school classes during the entire 2020-2021 school year. We continue to monitor pandemic data in the county, monitor YSD in-school operations, and will adjust plans accordingly. The facility will not be able to go back to what everyone knew as “normal” operations until after Memorial Day 2021.

This operation plan will not only include memberships to the recreation facility, but will also include all city/community activities such as leagues, concerts, meetings, other rentals, etc.

There will be no rentals through Memorial Day 2021.

- SAC member attendance for November 16 – 30 – 786 visits
(2019- 2,318 visits, 2018- 2,519 visits, 2017- 2,990 visits, 2016- 2,908 visits)
- New Members Joined– 38
(2019- 69 people, 2018- 36 new members, 2017- 48 people, 2016- 16 people)
 - Annual passes sold: 5
 - Monthly passes sold: 33
 - EFT passes sold: 0
 - The Huether Family Aquatics Center passes sold- 57
- Great Life Check-Ins 11/16-11/30/20 – 170
 - November 16: 15
 - November 17: 16
 - November 18: 17
 - November 19: 11
 - November 20: 9
 - November 21: 9
 - November 22: 13
 - November 23: 12
 - November 24: 11
 - November 25: 6
 - November 26: 0
 - November 27: 5
 - November 28: 11
 - November 29: 17
 - November 30: 18
- **Great Life Reimbursement Payment:**
 - **October 2020:** \$738.00

Capital Building Rentals

- Days Rented – 2 Dates

Park Shelter Rentals

- Riverside- 0 Rentals
- Memorial – 0 Rentals
- Westside – 0 Rentals
- Rotary – 0 Rentals
- Sertoma – 0 Rentals
- Tripp – 0 Rentals
- Meridian Bridge – 0 Rentals

PARKS

Brittany LaCroix is working with the BE Yankton campaign. Continue to check back to our page for updates on local events, campaigns, and reminders.

Todd is working with the Yankton CVB and the Nebraska Department of Tourism on an attraction at the Meridian Bridge as an effort to bring tourism to the area from Nebraska as a part of their state's "passport" program. Numerous sites around Nebraska are on the passport and visitor's need to visit all the sites and have the passport stamped to be entered into win prizes.

Parks helped set-up, close the bridge, drive a float in the parade, and pick-up for the Holiday Festival of Lights.

Jake and Sandy Hoffner are making a cash donation for the dog park and so parks staff are working to pour concrete for bench locations (4) and an entryway area in the small dog area along with a short sidewalk.

Lisa Kortan toured the Brady Tree Farm. She is purchasing some trees from Brady Tree Farm for Fox Run Golf Course. The high school FFA group received a grant to purchase trees and so the funds are being used to purchase these trees. The FFA group will also help plant the trees at Fox Run. These trees will be planted as a part of the effort to replace Ash trees that are removed from the course.

TRAILS

Lisa Kortan and Amanda Schieffer worked with Darrik DeLozier to plant 45 new trees along the Marne Creek/A-B Trail this fall. This is an effort to replace Ash trees that have been taken down and also an effort to help with erosion in the future.

City of Yankton Building Report

Permits Issued in the month of November, 2020

Issue Date	Permit #	Owner Name & Address	Use	Valuation	Contractor Name & Address	Fees
11/02/2020	BLDG-20-0309	HACECKY, BRAD 209 PINE ST	Roofing	\$10,000.00	A+ IMPROVEMENTS INC PO BOX 111 YANKTON, SD 57078	\$20.00
11/03/2020	BLDG-20-0310	EGGE, JONATHAN A 1600 WALNUT ST	Roofing	\$1,800.00	Brother & I Construction 134 Shady Lane YANKTON, SD 57078	\$20.00
11/03/2020	BLDG-20-0311	MONA'S LLC 1907 PENINAH ST	Windows/Door	\$3,000.00	MONA'S LLC 1907 PENINAH ST YANKTON, SD 57078	\$20.00
11/03/2020	BLDG-20-0312	SLOWEY, PATRICK K 517 MULBERRY ST	Single Family Home - Accessory Structure - Foundation	\$5,000.00	Slowey Construction P.O. Box 113 Yankton, SD 57078	\$44.50
11/04/2020	BLDG-20-0313	JRD ENTERPRISES LLC 902 BURLEIGH ST	Roofing	\$2,000.00	Gonzalez Construction 413 Locust Street YANKTON, SD 57078	\$20.00
11/05/2020	BLDG-20-0314	DYER, CORY 2518 COLTON	Single Family Home - Alteration/Repair	\$1,500.00	DYER, CORY 2518 COLTON YANKTON, SD 57078	\$30.00
11/05/2020	BLDG-20-0315	OLDE SOUTH ICE, LLC 909 BROADWAY AVE	Commercial - New	\$10,000.00	OLDE SOUTH ICE, LLC 179 KNEIST AV YANKTON, SD 57078	\$64.50
11/09/2020	BLDG-20-0316	KISCH, EUGENE 106 W 22	Single Family Home - New	\$118,804.00	Kisch Construction P.O. Box 1004 Yankton, SD 57078	\$365.50
11/13/2020	BLDG-20-0317	DOERING, JEFFREY F 303 WEST 25 ST	Single Family Home - Alteration/Repair	\$6,000.00	DOERING, JEFFREY F 902 WEST 15 ST YANKTON, SD 57078	\$48.50
11/13/2020	BLDG-20-0318	NEWMAN, RYAN A 2511 DUNHAM DR	Single Family Home - Addition	\$38,000.00	Jimmy B's Carpentry 2906 Master Avenue YANKTON, SD 57078	\$170.00
11/16/2020	BLDG-20-0319	KIRSCHENMAN, NATHAN 1400 WEST 26 ST	Single Family Home - Alteration/Repair	\$10,000.00	KIRSCHENMAN, NATHAN 1400 WEST 26 YANKTON, SD 57078	\$64.50
11/17/2020	BLDG-20-0320	REMBOLD, SCOTT 1811 CAPITOL ST	Single Family Home - Alteration/Repair	\$35,000.00	Deroos Renovations 906 First St CROFTON, NE 68730	\$159.50

11/18/2020	BLDG-20-0321	Emerson, Amy 417 MULBERRY ST	Commercial - Alteration/Repair	\$1,000.00	Emerson, Amy 417 Mulberry Street YANKTON, SD 57078	\$22.50
11/19/2020	BLDG-20-0322	DANNER, HERB 608 EAST 6 ST	Windows/Roofing	\$3,700.00	QUALITY HOME IMPROVEMENTS 2200 DOUGLAS #57 YANKTON, SD 57078	\$20.00
11/20/2020	BLDG-20-0323	ROCKNE, JASON 1002 EAST 15 ST	Windows	\$11,978.00	1-800-Hansons 977 E. 14 Mile Rd TROY, MI 48083	\$20.00
11/20/2020	BLDG-20-0324	NELSON, ODELL D 910 WEST 15 ST	Windows	\$2,579.00	1-800-Hansons 977 E. 14 Mile Rd TROY, MI 48083	\$20.00
11/23/2020	BLDG-20-0325	ANDERSON, STUART K 907 WEST 14 ST	Windows	\$6,500.00	Dave Hofer Construction 1009 April Lane Yankton, SD 57078	\$20.00
11/23/2020	BLDG-20-0326	Pieper, Michael 1515 PINE ST	Single Family Home - Alteration/Repair	\$40,000.00	Dave Hofer Construction 1009 April Lane Yankton, SD 57078	\$177.00
11/30/2020	BLDG-20-0327	KAISER, WILLIAM 1105 MAPLE ST	Single Family Home - Accessory Structure	\$4,500.00	KAISER, WILLIAM 609 WEST 10 ST YANKTON, SD 57078	\$44.50

November 2020 Total Valuation: \$311,361.00

Total Fees: \$1,351.00

November 2019 Total Valuation: \$11,058,834.60

2020 to Date Valuation: \$31,007,754.23

2019 to Date Valuation: \$47,773,022.13

Joint Powers Solid Waste Authority
Financial Report Thru November 30, 2020

Description	Yankton Transfer	Vermillion Landfill	Total Joint	11 Month Budget	Legal 2020 Budget
Joint Power Transfer/Landfill					
<i>Total Revenue</i>	\$1,361,992.87	\$924,507.20	\$2,286,500.07	\$2,085,600.00	\$2,280,200.00
<i>Expenses:</i>					
Personal Services	262,373.10	333,937.45	596,310.55	679,981.50	741,798.00
Operating Expenses	204,948.38	405,412.89	610,361.27	760,287.00	829,404.00
Depreciation (est)	148,252.94	211,622.21	359,875.15	425,513.00	464,196.00
Trench Depletion	0.00	158,325.46	158,325.46	168,666.67	184,000.00
Closure/Postclosure Resrv	0.00	8,522.72	8,522.72	22,916.67	25,000.00
Amortization of Permit	0.00	1,116.47	1,116.47	1,205.42	1,315.00
<i>Total Operating Expenses</i>	615,574.42	1,118,937.20	1,734,511.62	2,058,570.25	2,245,713.00
<i>Non Operating Expense-Interest</i>	10,892.44	41,775.47	52,667.91	57,687.67	62,932.00
<i>Landfill Operating Income</i>	735,526.01	(236,205.47)	499,320.54	(30,657.92)	(28,445.00)
Joint Recycling Center					
<i>Total Revenue</i>	0.00	71,784.62	71,784.62	96,341.67	105,100.00
<i>Expenses:</i>					
Personal Services	0.00	180,603.89	180,603.89	208,460.08	227,411.00
Operating Expenses	0.00	53,818.37	53,818.37	109,541.67	119,500.00
Depreciation (est)	0.00	25,630.00	25,630.00	31,166.67	34,000.00
<i>Total Operating Expenses</i>	0.00	260,052.26	260,052.26	349,168.42	380,911.00
<i>Non Operating Expense-Interest</i>	0.00	0.00	0.00	0.00	0.00
<i>Recycling Operating Income</i>	0.00	(188,267.64)	(188,267.64)	(252,826.75)	(275,811.00)
<i>Total Operating Income</i>	\$735,526.01	(\$424,473.11)	\$311,052.90	(\$283,484.67)	(\$304,256.00)
Tonage in Trench:	11/30/2019	11/30/2020			
Asbestos	115.67	91.35	91.35	45.83	50.00
Centerville	233.35	201.23	201.23	1,008.33	1,100.00
Beresford	1,319.52	1,308.28	1,308.28	1,283.33	1,400.00
Clay County Garbage	13,664.67	13,545.07	13,545.07	13,291.67	14,500.00
Elk Point	1,015.59	1,017.64	1,017.64	238.33	260.00
Yankton County Garbage	24,757.31	22,576.16	22,576.16	21,908.33	23,900.00
<i>Total Tonage in Trench</i>	41,106.11	38,739.73	38,739.73	37,775.83	41,210.00
Operating Cost per ton			\$44.77	\$56.02	\$56.02

This report is based on the following:

Revenue accrual thru November 30, 2020

Expenses cash thru November 30, 2020 with December's bills

Joint Powers Solid Waste Authority
Financial Report Thru November 30, 2020

Description	Yankton Transfer	Vermillion Landfill	Total Joint	11 Month Budget	Legal 2020 Budget
Source of Funds					
<i>Beginning Balance</i>	\$144,277.00	\$1,752,208.00	\$1,896,485.00	\$1,896,485.00	\$1,896,485.00
<i>Operating Revenue:</i>					
Net Income	735,526.01	(424,473.11)	311,052.90	(278,901.33)	(304,256.00)
Depreciation	148,252.94	237,252.21	385,505.15	456,679.67	498,196.00
Trench Depletion	0.00	158,325.46	158,325.46	168,666.67	184,000.00
Amortization of Permit	0.00	1,116.47	1,116.47	1,205.42	1,315.00
<i>Non Operating Revenue:</i>					
Grant	0.00	6,629.25	6,629.25	229,166.67	250,000.00
Loan Proceeds	0.00	0.00	0.00	0.00	0.00
Contributed Capital	0.00	0.00	0.00	9,166.67	10,000.00
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	706.10	24,200.64	24,906.74	27,500.00	30,000.00
<i>Cash Flow Transfer:</i>					
Joint Power Transfer/Landfill	(755,520.46)	755,520.46	0.00	1,620,666.67	1,768,000.00
Joint Recycling Center	0.00	0.00	0.00	0.00	0.00
<i>Total Funds Available</i>	<u>273,241.59</u>	<u>2,510,779.38</u>	<u>2,784,020.97</u>	<u>4,130,635.42</u>	<u>4,333,740.00</u>
Application of Funds Available					
<i>Joint Power Transfer/Landfill</i>					
Equipment	234,678.89	75,517.54	310,196.43	696,666.67	760,000.00
Trench	0.00	0.00	0.00	0.00	0.00
Closure/Postclosure Cash Res.	0.00	8,522.72	8,522.72	22,916.67	25,000.00
<i>Joint Recycling Center</i>					
Equipment	0.00	79,283.50	79,283.50	459,250.00	501,000.00
<i>Payment Principal</i>	62,083.18	119,248.70	181,331.88	162,686.33	177,476.00
<i>Appropriation to Reserve</i>	0.00	0.00	0.00	0.00	0.00
<i>Total Applied</i>	<u>296,762.07</u>	<u>282,572.46</u>	<u>579,334.53</u>	<u>1,341,519.67</u>	<u>1,463,476.00</u>
<i>Ending Balance</i>	<u>(\$23,520.48)</u>	<u>\$2,228,206.92</u>	<u>\$2,204,686.44</u>	<u>\$2,789,115.75</u>	<u>\$2,870,264.00</u>

Joint Powers Solid Waste Authority
Financial Report Thru November 30, 2020

Joint Power Transfer/Landfill Description	Yankton Transfer	Vermillion Landfill	Total Joint	11 Month Budget	Legal 2020 Budget
<i>Revenue: (accrual)</i>					
Asbestos	\$0.00	\$5,907.91	\$5,907.91	\$5,958.33	\$6,500.00
Elk Point	0.00	50,851.50	50,851.50	55,000.00	\$60,000.00
Centerville	0.00	10,047.17	10,047.17	12,375.00	13,500.00
Beresford	0.00	65,368.98	65,368.98	68,750.00	75,000.00
Clay County Garbage	0.00	715,482.26	715,482.26	724,716.67	790,600.00
Compost-Yd Waste-Wood	0.00	8,521.91	8,521.91	8,708.33	9,500.00
Contaminated Soil	0.00	7,730.07	7,730.07	3,666.67	4,000.00
White Goods	0.00	9,613.64	9,613.64	4,583.33	5,000.00
Tires	0.00	6,523.10	6,523.10	3,666.67	4,000.00
Electronics	0.00	2,125.01	2,125.01	4,583.33	5,000.00
Other Revenue	7.74	42,335.65	42,343.39	9,258.33	10,100.00
Less Recycling Tipping Fee	0.00	0.00	0.00	0.00	0.00
Cash long	(77.74)	0.00	(77.74)	0.00	0.00
Yard Waste	0.00	0.00	0.00	0.00	0.00
Rubble	48,339.69	0.00	48,339.69	47,666.67	52,000.00
Transfer Fees	1,301,271.24	0.00	1,301,271.24	1,136,666.67	1,240,000.00
Metal	12,388.08	0.00	12,388.08	0.00	5,000.00
Other Operational - Solid Waste	63.86	0.00	63.86	0.00	0.00
Total Revenue	1,361,992.87	924,507.20	2,286,500.07	2,085,600.00	2,280,200.00
<i>Expenses: (cash)</i>					
Personal Services	262,373.10	333,937.45	596,310.55	679,981.50	741,798.00
Insurance	20,079.14	11,065.86	31,145.00	24,153.25	26,349.00
Professional Service/Fees	19,173.11	76,414.04	95,587.15	121,000.00	132,000.00
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	38,739.73	38,739.73	41,735.83	45,530.00
Professional - Legal/Audit	436.50	0.00	436.50	2,520.83	2,750.00
Publishing & Advertising	761.14	1,919.65	2,680.79	2,108.33	2,300.00
Rental	0.00	0.00	0.00	458.33	500.00
Hauling fee	0.00	0.00	0.00	0.00	0.00
Equipment repair	1,722.89	53,514.46	55,237.35	51,333.33	56,000.00
Motor vehicle repair	902.49	1,749.32	2,651.81	21,541.67	23,500.00
Vehicle fuel & maintenance	96,406.65	33,771.67	130,178.32	186,083.33	203,000.00
Equip, Mat'l & Labor	34,497.73	0.00	34,497.73	41,250.00	45,000.00
Building repair	6,585.54	4,098.34	10,683.88	22,000.00	24,000.00
Facility repair & maintenance	0.00	5,209.58	5,209.58	32,083.33	35,000.00
Postage	515.26	4.08	519.34	779.17	850.00
Office supplies	854.10	1,307.14	2,161.24	3,208.33	3,500.00
Copy supplies	186.13	92.17	278.30	343.75	375.00
Uniforms	348.96	6,687.95	7,036.91	4,766.67	5,200.00
Small Tools & Hardware	0.00	0.00	0.00	229.17	250.00
Travel & Training	0.00	1,579.53	1,579.53	4,125.00	4,500.00
Operating supply	1,409.97	145,965.85	147,375.82	135,300.00	147,600.00
Electricity	7,237.39	14,498.79	21,736.18	28,416.67	31,000.00
Heating Fuel - Gas	10,134.41	5,939.75	16,074.16	29,333.33	32,000.00
Water	1,832.08	1,415.50	3,247.58	3,208.33	3,500.00
WW service	693.32	0.00	693.32	1,191.67	1,300.00
Landfill	229.20	0.00	229.20	275.00	300.00
Telephone	942.37	1,439.48	2,381.85	2,841.67	3,100.00
Depreciation (est)	148,252.94	211,622.21	359,875.15	425,513.00	464,196.00
Trench Depletion		158,325.46	158,325.46	168,666.67	184,000.00
Closure/Postclosure Resrv		8,522.72	8,522.72	22,916.67	25,000.00
Amortization of Permit		1,116.47	1,116.47	1,205.42	1,315.00
Total Op Expenses	615,574.42	1,118,937.20	1,734,511.62	2,058,570.25	2,245,713.00

Joint Powers Solid Waste Authority
Financial Report Thru November 30, 2020

Joint Power Transfer/Landfill Description	Yankton Transfer	Vermillion Landfill	Total Joint	11 Month Budget	Legal 2020 Budget
<i>Non Operating Expense-Interest</i>	10,892.44	41,775.47	52,667.91	57,687.67	62,932.00
<i>Operating Income (Loss)</i>	\$735,526.01	(\$236,205.47)	\$499,320.54	(\$30,657.92)	(\$28,445.00)
<i>Capital:</i>					
Capital Outlay	\$234,678.89	\$75,517.54	\$310,196.43	\$696,666.67	\$760,000.00
Landfill Development	0.00	408.00	408.00	22,916.67	\$25,000.00
Capital Lease	0.00	0.00	0.00	0.00	\$0.00
<i>Total Capital Expenditures</i>	\$234,678.89	\$75,925.54	\$310,604.43	\$719,583.33	\$785,000.00
<i>Grant Reimbursement</i>	\$0.00	\$0.00	\$0.00	\$229,166.67	\$250,000.00
<i>Federal Grant thru State</i>	\$0.00	\$6,629.25	\$6,629.25	\$0.00	\$0.00
<i>Equipment Sale Proceeds</i>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<i>Cash Flow Transfer</i>	(\$755,520.46)	\$755,520.46	\$0.00	\$0.00	\$0.00
<i>Tonage in Trench:</i>					
Asbestos		91.35	91.35	45.83	50.00
Beresford		1,308.28	1,308.28	1,283.33	1,400.00
Centerville Garbage		201.23	201.23	1,008.33	1,100.00
Clay County Garbage		13,545.07	13,545.07	13,291.67	14,500.00
Elk Point		1,017.64	1,017.64	238.33	260.00
Yankton County Garbage		22,576.16	22,576.16	21,908.33	23,900.00
<i>Total Tonage in Trench</i>		38,739.73	38,739.73	37,775.83	41,210.00
 Operating Cost per ton			 \$44.77	 \$56.02	 \$56.02

Joint Recycling Center Description	Yankton Transfer	Vermillion Center	Total Joint	11 Month Budget	Legal 2020 Budget
<i>Revenue:</i>					
Tipping Fees	\$0.00	0.00	\$0.00	0.00	0.00
Magazines	0.00	0.00	0.00	0.00	0.00
Metal/Tin	0.00	0.00	0.00	3,758.33	4,100.00
Plastic	0.00	10,376.67	10,376.67	17,416.67	19,000.00
Aluminum	0.00	10,264.80	10,264.80	14,666.67	16,000.00
Newsprint	0.00	5,406.33	5,406.33	8,250.00	9,000.00
Cardboard	0.00	42,573.42	42,573.42	36,666.67	40,000.00
High Grade Paper	0.00	0.00	0.00	7,333.33	8,000.00
Other Material	0.00	3,163.40	3,163.40	8,250.00	9,000.00
Contributions/Operating Grants	0.00	0.00	0.00	0.00	0.00
Total Revenue	0.00	71,784.62	71,784.62	96,341.67	105,100.00
<i>Expenses:</i>					
Personal Services	0.00	180,603.89	180,603.89	208,460.08	227,411.00
Insurance	0.00	1,947.50	1,947.50	1,191.67	1,300.00
Professional Service/Fees	0.00	399.50	399.50	2,750.00	3,000.00
Hazardous Waste Collection	0.00	1,323.00	1,323.00	34,833.33	38,000.00
Professional-Legal	0.00	0.00	0.00	0.00	0.00
Publishing & Advertising	0.00	297.58	297.58	916.67	1,000.00
Rental	0.00	0.00	0.00	0.00	0.00
Equipment repair	0.00	5,822.65	5,822.65	8,708.33	9,500.00
Vehicle repair & maintenance	0.00	38.24	38.24	916.67	1,000.00
Vehicle fuel	0.00	2,899.66	2,899.66	4,583.33	5,000.00
Building repair & maintenance	0.00	3,167.78	3,167.78	2,291.67	2,500.00
Postage	0.00	1.03	1.03	137.50	150.00
Freight	0.00	12,220.00	12,220.00	16,041.67	17,500.00
Office supplies	0.00	424.41	424.41	916.67	1,000.00
Uniforms	0.00	215.83	215.83	687.50	750.00
Materials Purchases	0.00	2,917.50	2,917.50	4,125.00	4,500.00
Travel & Training	0.00	2,106.04	2,106.04	1,375.00	1,500.00
Operating Supplies	0.00	3,159.21	3,159.21	9,166.67	10,000.00
Copy Supply	0.00	158.30	158.30	137.50	150.00
Electricity	0.00	5,181.48	5,181.48	5,958.33	6,500.00
Heating Fuel-Gas	0.00	1,970.77	1,970.77	4,354.17	4,750.00
Water	0.00	456.07	456.07	595.83	650.00
WW service	0.00	873.23	873.23	1,100.00	1,200.00
Telephone	0.00	738.25	738.25	779.17	850.00
Revenue Sharing	0.00	7,500.34	7,500.34	7,975.00	8,700.00
Depreciation (est)	0.00	25,630.00	25,630.00	31,166.67	34,000.00
Total Op Expenses	0.00	260,052.26	260,052.26	349,168.42	380,911.00
<i>Non Operating Expense-Interest</i>	0.00	0.00	0.00	0.00	0.00
Operating Income (Loss)	\$0.00	(\$188,267.64)	(\$188,267.64)	(\$252,826.75)	(\$275,811.00)
Capital Outlay	\$0.00	\$79,283.50	\$79,283.50	\$459,250.00	\$501,000.00
Grant Reimbursement/Donations	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Cash Flow Transfer	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

This report is based on the following:

Revenue accrual thru November 30, 2020

Expenses cash thru November 30, 2020 with December's bills

2020 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	51,157.35	(10,150.83)	41,006.52	3,027.49	41.65	0.00	(14,558.60)	(14,558.60)	51,157.35	(24,709.43)	26,447.92
February	18,415.53	(23,276.92)	(4,861.39)	2,676.71	56.14	0.00	(16,112.47)	(16,112.47)	18,415.53	(39,389.39)	(20,973.86)
Subtotal	69,572.88	(33,427.75)	36,145.13	5,704.20	48.45	0.00	(30,671.07)	(30,671.07)	69,572.88	(64,098.82)	5,474.06
March	61,688.74	(41,230.06)	20,458.68	3,305.44	48.19	0.00	(22,381.51)	(22,381.51)	61,688.74	(63,611.57)	(1,922.83)
Subtotal	131,261.62	(74,657.81)	56,603.81	9,009.64	48.35	0.00	(53,052.58)	(53,052.58)	131,261.62	(127,710.39)	3,551.23
April	68,896.65	(6,579.70)	62,316.95	3,741.76	41.13	0.00	(9,434.57)	(9,434.57)	68,896.65	(16,014.27)	52,882.38
Subtotal	200,158.27	(81,237.51)	118,920.76	12,751.40	46.23	0.00	(62,487.15)	(62,487.15)	200,158.27	(143,724.66)	56,433.61
May	73,019.77	(27,879.43)	45,140.34	3,481.88	45.87	0.00	(20,571.85)	(20,571.85)	73,019.77	(48,451.28)	24,568.49
Subtotal	273,178.04	(109,116.94)	164,061.10	16,233.28	46.16	0.00	(83,059.00)	(83,059.00)	273,178.04	(192,175.94)	81,002.10
June	93,839.34	(40,289.25)	53,550.09	4,297.65	48.55	0.00	(16,301.77)	(16,301.77)	93,839.34	(56,591.02)	37,248.32
Subtotal	367,017.38	(149,406.19)	217,611.19	20,530.93	46.66	0.00	(99,360.77)	(99,360.77)	367,017.38	(248,766.96)	118,250.42
July	100,313.99	(21,803.96)	78,510.03	4,125.22	41.25	0.00	(15,289.67)	(15,289.67)	100,313.99	(37,093.63)	63,220.36
Subtotal	467,331.37	(171,210.15)	296,121.22	24,656.15	45.75	0.00	(114,650.44)	(114,650.44)	467,331.37	(285,860.59)	181,470.78
August	82,490.86	(8,751.07)	73,739.79	3,713.37	41.92	0.00	(34,593.97)	(34,593.97)	82,490.86	(43,345.04)	39,145.82
Subtotal	549,822.23	(179,961.22)	369,861.01	28,369.52	45.25	0.00	(149,244.41)	(149,244.41)	549,822.23	(329,205.63)	220,616.60
September	93,413.51	3,821.44	97,234.95	3,787.46	32.14	0.00	(5,869.44)	(5,869.44)	93,413.51	(2,048.00)	91,365.51
Subtotal	643,235.74	(176,139.78)	467,095.96	32,156.98	43.71	0.00	(155,113.85)	(155,113.85)	643,235.74	(331,253.63)	311,982.11
October	41,825.95	(36,374.64)	5,451.31	3,403.10	60.54	0.00	(9,370.56)	(9,370.56)	41,825.95	(45,745.20)	(3,919.25)
Subtotal	685,061.69	(212,514.42)	472,547.27	35,560.08	45.32	0.00	(164,484.41)	(164,484.41)	685,061.69	(376,998.83)	308,062.86
November	61,356.76	18,084.42	79,441.18	3,179.65	38.67	0.00	(23,783.23)	(23,783.23)	61,356.76	(5,698.81)	55,657.95
Subtotal	746,418.45	(194,430.00)	551,988.45	38,739.73	44.77	0.00	(188,267.64)	(188,267.64)	746,418.45	(382,697.64)	363,720.81

12/1/2020

City of Yankton Transfer Station
Landfill Tons

Date	City	Licensed Haulers				Sub-Total	All Other	Total Transfer
	Compactors (577)	Janssen (547)	Arts (586)	Loren Fischer (648)	Kortan (673)			
January 2019	236.75	525.77	427.94	79.27	12.10	1,045.08	336.65	1,618.48
February 2019	190.00	471.97	359.65	70.64	16.95	919.21	294.94	1,404.15
March 2019	227.93	571.65	491.34	96.90	24.64	1,184.53	761.73	2,174.19
April 2019	256.85	600.51	598.67	84.66	18.68	1,302.52	828.34	2,387.71
May 2019	283.49	719.23	639.98	93.26	27.15	1,479.62	959.69	2,722.80
June 2019	238.73	674.24	596.15	97.21	23.01	1,390.61	640.63	2,269.97
July 2019	272.66	737.54	678.68	102.49	19.45	1,538.16	661.78	2,472.60
August 2019	271.79	716.67	646.85	96.51	25.81	1,485.84	646.49	2,404.12
September 2019	250.77	706.64	647.37	90.18	19.83	1,464.02	677.10	2,391.89
October 2019	264.44	698.55	602.46	76.29	21.79	1,399.09	746.34	2,409.87
November 2019	222.81	576.31	395.65	90.04	28.40	1,090.40	508.55	1,821.76
December 2019	255.63	594.80	413.36	95.38	21.83	1,125.37	443.85	1,824.85
2019 Total	2,971.85	7,593.88	6,498.10	1,072.83	259.64	15,424.45	7,506.09	25,902.39
January 2020	253.65	560.86	456.43	103.53	25.07	1,145.89	383.30	1,782.84
February 2020	204.40	478.16	362.72	75.64	20.00	936.52	417.36	1,558.28
March 2020	242.27	557.03	457.14	70.29	22.42	1,106.88	483.69	1,832.84
April 2020	281.79	531.81	488.59	70.67	24.67	1,115.74	599.76	1,997.29
May 2020	281.34	635.55	490.00	54.95	28.55	1,209.05	541.69	2,032.08
June 2020	282.67	612.60	440.23	78.61	25.93	1,157.37	895.50	2,335.54
July 2020	300.31	645.12	461.73	90.00	34.49	1,231.34	854.57	2,386.22
August 2020	284.33	592.83	438.87	81.42	27.50	1,140.62	818.92	2,243.87
September 2020	279.82	633.87	521.98	73.01	24.87	1,253.73	570.60	2,104.15
October 2020	268.16	599.32	497.65	85.75	31.21	1,213.93	571.74	2,053.83
November 2020	262.62	589.64	455.91	68.49	24.26	1,138.30	493.33	1,894.25
2020 Total	2,941.36	6,436.79	5,071.25	852.36	288.97	12,649.37	6,630.46	22,221.19

CITY OF VERMILLION
LANDFILL TONS

	2020	Art's Garbage	City of Beresford	City of Elk Point	Fischer Disposal	Loren Fischer	Turner County	Vermillion Garbage	Waste Mgmt of Sioux City	Other	2020 Tons
\$49.00 PER TON	Jan	10.20	109.82	89.82	188.77	479.63	20.89	42.05	132.71	179.52	1253.41
	Feb	27.67	86.89	74.09	164.48	363.19	18.85	35.80	166.79	115.88	1053.64
	Mar	36.06	117.09	87.63	200.26	442.49	18.29	39.74	120.55	312.30	1374.41
	April	21.04	118.69	101.50	209.59	597.24	15.73	37.34	91.47	511.54	1704.14
	May	20.92	112.24	87.29	228.45	607.99	15.83	36.03	82.73	224.84	1416.32
	June	63.59	131.92	96.00	251.81	636.94	18.20	34.82	120.15	483.54	1836.97
	July	73.05	133.48	103.55	232.84	637.95	18.08	40.96	127.16	316.98	1684.05
	Aug	22.18	130.83	89.52	239.99	563.87	13.35	47.89	166.30	229.07	1503.00
	Sept	5.10	114.94	101.96	215.96	547.94	23.22	37.96	140.07	351.97	1539.12
	Oct	15.13	125.51	90.86	207.74	353.07	18.23	43.75	220.27	210.17	1284.73
	Nov	17.08	126.87	95.34	210.56	529.42	20.56	42.02	166.62	123.31	1331.78
	Dec										
		312.02	1308.28	1017.56	2350.45	5759.73	201.23	438.36	1534.82	3059.12	15981.57

	2019	Independence Waste	Fischer Disposal	Art's Garbage	Verm. Garbage	City of Elk Point	Loren Fischer	Turner County	City of Beresford	Waste Mgmt of Sioux City	Other	2019 Tons
\$47.00 PER TON	Jan	251.85	160.44	1.38	40.19	89.90	460.19	18.60	107.72	95.90	77.24	1303.41
	Feb	208.12	129.89	0.00	34.79	64.92	391.81	17.25	88.78	87.13	121.22	1143.91
	Mar	285.37	157.90	0.00	36.76	86.23	461.80	22.06	103.14	97.45	354.21	1604.92
	April	109.02	196.50	18.06	44.91	95.41	534.63	22.06	126.91	96.98	259.07	1503.55
	May	0.00	237.28	11.05	52.41	118.72	716.97	24.39	148.43	135.51	217.08	1661.84
	June	0.00	231.29	4.26	39.19	88.62	703.50	18.65	117.18	98.28	287.07	1588.04
	July	0.00	243.62	6.14	39.03	92.44	686.59	22.05	133.57	132.19	253.62	1609.25
	Aug	0.00	237.61	13.14	44.78	101.02	631.45	20.60	130.51	164.45	317.85	1661.41
	Sept	0.00	216.84	24.49	45.03	87.91	570.31	20.40	128.66	148.41	119.59	1361.64
	Oct	0.00	237.07	10.96	45.46	107.88	645.04	24.21	123.50	117.49	310.46	1622.07
	Nov	0.00	194.26	14.61	40.24	82.40	496.07	23.08	111.12	102.46	224.55	1288.79
	Dec	0.00	205.29	13.22	40.33	96.36	434.60	19.44	112.53	116.59	219.97	1258.33
		854.36	2447.99	117.31	503.12	1111.81	6732.96	252.79	1432.05	1392.84	2761.93	17607.16

City of Yankton

2020 Joint Powers

Description	January	February	March	April	May	June	July	August	September	October	November	Year To Date
Revenue: (accrual)												
Cash long	0.00	0.79	-74.97	0.00	0.00	0.05	0.11	-0.06	-2.54	-1.12	0.00	-77.74
Misc. - Non Taxable	0.00	0.45	0.56	0.72	1.19	1.11	1.26	0.94	0.41	0.66	0.44	7.74
Rubble	2,102.79	2,204.35	2,617.53	4,463.37	4,533.58	5,189.23	10,588.70	4,288.40	4,453.01	5,125.67	2,773.06	48,339.69
Transfer Fees	100,632.04	88,649.18	104,351.15	115,400.69	117,276.97	134,856.84	141,015.88	131,182.26	127,848.00	124,756.52	115,301.71	1,301,271.24
Metal	33.00	50.60	94.46	153.04	726.00	276.60	4,220.31	5,863.67	172.90	279.63	517.87	12,388.08
Other Operational - Solid Waste	0.00	63.86	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	63.86
Total Revenue	102,767.83	90,969.23	106,988.73	120,017.82	122,537.74	140,323.83	155,826.26	141,335.21	132,471.78	130,161.36	118,593.08	1,361,992.87
Expenses: (cash)												
Personal Services	17,825.11	18,269.25	17,873.08	17,742.02	26,530.60	21,775.07	28,169.93	22,241.71	14,071.04	52,587.52	25,287.77	262,373.10
Insurance	0.00	16,734.66	0.00	0.00	0.00	0.00	2,778.80	0.00	0.00	565.68	0.00	20,079.14
Professional fees	1,767.91	48.16	303.55	5,004.18	117.40	274.59	85.34	9,891.54	933.21	125.11	622.12	19,173.11
Audit	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	436.50	436.50
Publishing & Advertising	0.00	0.00	613.51	0.00	147.63	0.00	0.00	0.00	0.00	0.00	0.00	761.14
Rental	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Hauling fee	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Equip repair	0.00	359.00	0.00	0.00	0.00	520.20	0.00	487.24	0.00	187.75	168.70	1,722.89
Motor vehicle repair	671.00	0.00	0.00	0.00	0.00	231.49	0.00	0.00	0.00	0.00	0.00	902.49
Vehicle fuel & Maint.	8,703.12	11,709.99	4,104.97	8,470.32	4,464.78	6,734.14	8,253.49	8,064.09	5,840.61	19,542.17	10,518.97	96,406.65
Labor, Equip, & Mat'l	5,650.24	6,234.51	3,757.86	1,876.32	2,809.67	2,133.52	1,528.56	3,253.65	3,288.20	0.00	3,965.20	34,497.73
Building repair	0.00	2,194.74	2,555.35	539.17	252.08	0.00	129.77	158.05	101.59	63.99	590.80	6,585.54
Postage	80.69	32.70	34.35	59.29	41.80	39.95	62.84	0.00	36.80	59.34	67.50	515.26
Office supplies	31.51	192.66	0.00	301.55	0.00	19.42	0.00	20.00	187.58	30.40	70.98	854.10
Copy supplies	8.10	11.21	8.37	6.75	6.75	69.15	0.00	0.00	0.00	75.80	0.00	186.13
Sml Tools & Hardware	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Travel & Learning	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Operating Supplies	0.00	0.00	143.97	0.00	427.00	0.00	0.00	412.00	0.00	427.00	0.00	1,409.97
Agricultural Supplies	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Uniforms	0.00	0.00	83.88	0.00	0.00	0.00	0.00	0.00	74.95	60.13	130.00	348.96
Electricity	787.75	681.24	696.94	620.91	520.55	670.90	621.48	684.42	682.33	637.54	633.33	7,237.39
Heating Fuel - Gas	2,224.41	2,162.43	1,309.09	2,610.23	350.88	162.19	59.00	59.00	59.00	209.22	928.96	10,134.41
Water	193.00	205.24	186.88	205.24	186.88	186.88	174.64	0.00	180.76	144.04	168.52	1,832.08
WW service	79.70	92.66	73.22	92.66	73.22	73.22	60.26	0.00	66.74	27.86	53.78	693.32
Landfill	22.92	22.92	22.92	22.92	22.92	22.92	22.92	0.00	22.92	22.92	22.92	229.20
Telephone	87.48	124.79	54.51	92.07	88.27	93.31	87.70	95.11	35.00	91.40	92.73	942.37
Depreciation (est)	13,477.54	13,477.54	13,477.54	13,477.54	13,477.54	13,477.54	13,477.54	13,477.54	13,477.54	13,477.54	13,477.54	148,252.94
Total Op Expenses	51,610.48	72,553.70	45,299.99	51,121.17	49,517.97	46,484.49	55,512.27	58,844.35	39,058.27	88,335.41	57,236.32	615,574.42
Difference	51,157.35	18,415.53	61,688.74	68,896.65	73,019.77	93,839.34	100,313.99	82,490.86	93,413.51	41,825.95	61,356.76	746,418.45
Capital outlay	432.57	1,354.26	230.54	0.00	0.00	0.00	0.00	92,327.00	137,714.00	42.40	2,578.12	234,678.89
Non Operating Revenue (Expense)												
Interest	0.00	170.64	128.43	135.84	81.04	50.11	18.19	19.88	33.04	44.31	24.62	706.10
Sale of Assets	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Miscellaneous Reimbursements	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Compensation Loss & Damage	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Principal Payment	0.00	0.00	0.00	-30,834.68	0.00	0.00	0.00	0.00	0.00	-31,248.50	0.00	-62,083.18
Interest Expense	0.00	0.00	0.00	-5,653.13	0.00	0.00	0.00	0.00	0.00	-5,239.31	0.00	-10,892.44
Total Non Operating	0.00	170.64	128.43	-36,351.97	81.04	50.11	18.19	19.88	33.04	-36,443.50	24.62	-61,377.08
Cash Flow Transfer	60,616.56	52,981.52	62,316.56	67,907.86	69,090.72	79,408.36	81,131.48	76,291.58	71,541.10	69,830.22	64,404.50	755,520.46

City of Yankton
2020 Joint Powers

Description	January	February	March	April	May	June	July	August	September	October	November	Year To Date
Joint Recycling												
Revenue: (accrual)												
Aluminum	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Newspaper	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Cardboard	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
County Contr.-Recycle	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Tipping Fee	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Revenue	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Expenses:												
Personal Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Insurance	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Professional Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Publishing/Advertising	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Trans. to Vermillion	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Processing Recyclable	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Equip Repair	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Motor Vehicle Repair	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Building Repair & Maint	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Vehicle fuel & Maint.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Postage	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Office Supplies	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Copy Supplies	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Operating Supplies & Materials	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Uniforms	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Travel	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Depreciation	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Op Expenses	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Interest Expense	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Difference	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Capital outlay	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Non Operating Rev (Exp)												
Grant Reimbursement	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
State Loan	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Principal Payment	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Interest Expense	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Non Operating	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Cash Flow Transfer	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

This report is based on the following:

Revenue accrual thru November 30, 2020

Expenses thru November 30, 2020 with December's bills

JOINT POWERS VERMILLION OPERATIONS
2020

LANDFILL: REVENUE	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	TOTALS
BERESFORD	5,381.18	4,257.61	5,737.41	5,815.81	5,499.76	6,464.08	6,807.48	6,672.33	5,861.94	6,401.01	6,470.37	65,368.98
CLAY COUNTY GARBAGE	50,524.05	44,646.70	59,517.85	76,351.09	60,590.82	84,116.11	75,060.11	70,774.91	69,848.34	65,816.19	58,236.09	715,482.26
ELK POINT	4,399.50	3,628.97	4,292.31	4,973.66	4,315.24	4,702.44	5,279.23	4,563.96	5,200.18	4,633.70	4,862.31	50,851.50
CENTERVILLE	1,023.61	923.65	896.21	770.77	775.67	891.80	922.08	680.85	1,184.22	929.75	1,048.56	10,047.17
COMPOST-YD WASTE-WOOD	212.18	130.14	1,014.30	797.01	150.88	1,058.48	1,052.60	2,108.00	1,472.54	331.36	194.42	8,521.91
CONTAMINATED SOIL	-	-	138.91	1,046.30	-	1,986.43	175.00	162.91	169.51	593.72	3,457.29	7,730.07
ASBESTOS	1,721.20	536.26	194.35	313.30	1,036.13	297.06	293.80	565.50	-	274.30	676.01	5,907.91
WHITE GOODS	91.00	96.50	207.20	291.00	822.97	745.17	437.96	263.31	138.18	256.36	6,263.99	9,613.64
ELECTRONICS	5.00	61.20	121.40	240.00	205.00	264.81	321.20	246.40	125.00	475.00	60.00	2,125.01
TIRES	354.50	3.00	358.71	133.00	459.50	1,186.90	1,621.19	341.50	933.30	222.60	908.90	6,523.10
OTHER REVENUE	628.44	150.00	268.25	5,475.98	8,468.65	20,180.56	888.18	1,700.37	1,577.39	1,373.45	1,624.38	42,335.65
YANKTON PROFIT TO VERMILLION	-	60,616.56	52,981.52	62,316.56	67,907.86	69,090.72	79,408.36	81,131.48	76,291.58	71,541.10	69,830.22	691,115.96
TOTAL REVENUE	64,340.66	115,050.59	125,728.42	158,524.48	150,232.48	190,984.56	172,267.19	169,211.52	162,802.18	152,848.54	153,632.54	1,615,623.16
TONNAGE IN TRENCH												
ASBESTOS	26.48	8.25	2.99	4.82	15.94	5.22	3.87	8.70	0.80	4.49	9.79	91.35
BERESFORD	109.82	86.89	117.09	118.69	112.24	131.92	133.48	130.83	114.94	125.51	126.87	1,308.28
CLAY COUNTY GARBAGE	1,006.40	865.56	1,148.41	1,463.36	1,185.02	1,585.63	1,425.07	1,260.60	1,298.16	1,227.64	1,079.22	13,545.07
CENTERVILLE GARBAGE	20.89	18.85	18.29	15.73	15.83	18.20	18.08	13.35	23.22	18.23	20.56	201.23
ELK POINT	89.82	74.09	87.63	101.54	87.29	96.00	103.55	89.52	102.00	90.86	95.34	1,017.64
YANKTON CO GARBAGE	1,774.08	1,623.07	1,931.03	2,037.62	2,065.56	2,460.68	2,441.17	2,210.37	2,248.34	1,936.37	1,847.87	22,576.16
TOTAL TONNAGE IN TRENCH	3,027.49	2,676.71	3,305.44	3,741.76	3,481.88	4,297.65	4,125.22	3,713.37	3,787.46	3,403.10	3,179.65	38,739.73
OPERATING EXPENDITURES												
TOTAL PERSONNEL	27,467.46	27,839.03	26,712.63	30,740.50	42,442.53	29,198.87	29,762.88	27,605.42	26,962.61	37,447.67	27,757.85	333,937.45
INSURANCE	-	-	-	6,166.23	-	-	-	152.80	-	4,746.83	-	11,065.86
PROFESSIONS SERVICE & FEES	-	76.05	500.00	8,061.75	8,303.79	103.00	22,349.00	14,963.20	8,520.74	255.51	13,281.00	76,414.04
STATE FEES	3,027.49	2,676.71	3,305.44	3,741.76	3,481.88	4,297.65	4,125.22	3,713.37	3,787.46	3,403.10	3,179.65	38,739.73
PROFESSIONAL-LEGAL	-	-	-	-	-	-	-	-	-	-	-	-
PROCESSING-REDUCTION	-	-	-	-	-	-	-	-	-	-	-	-
PUBLISHING & ADVERTISING	-	-	1,238.30	681.35	-	-	-	-	-	-	-	1,919.65
MOTOR REPAIR & MAINT.	3.18	1,453.17	213.61	-	31.89	-	-	-	-	47.47	-	1,749.32
EQPT REPAIR & MAINT.	823.91	3,479.28	6,782.74	6,311.55	4,746.14	1,815.14	10,612.55	7,489.48	1,199.06	31,953.76	(21,699.15)	53,514.46
BLDG REPAIR & MAINT.	1,156.47	385.89	366.40	68.12	94.60	-	863.43	350.00	81.00	648.44	83.99	4,098.34
FACILITY REPAIRS & MAINT.	120.21	108.08	3,651.26	8.18	46.51	1,091.05	50.00	-	11.66	122.63	-	5,209.58
OFFICE SUPPLIES	340.26	37.50	403.96	108.22	37.50	107.10	37.50	72.38	37.50	67.59	57.63	1,307.14
OPERATING SUPPLIES & MATERIALS	5,493.63	1,506.40	27,332.75	1,536.13	5,841.35	79,790.65	5,288.72	3,937.22	5,342.93	3,682.30	6,213.77	145,965.85
MOTOR FUEL & SUPPLIES	132.00	6,156.09	2,895.28	3,418.20	5,917.51	866.38	3,167.85	3,831.38	2,570.10	2,200.28	2,616.60	33,771.67
COPY SUPPLY	-	69.92	2.13	17.72	-	1.20	-	-	-	0.60	0.60	92.17
POSTAGE	1.33	-	0.89	0.44	-	1.42	-	-	-	-	-	4.08
UNIFORMS	400.80	412.84	448.96	843.16	280.60	1,048.60	563.10	284.40	1,180.63	586.30	638.56	6,687.95
TRAVEL & TRAINING	394.20	-	-	394.20	-	-	394.20	-	-	-	396.93	1,579.53
ELECTRICITY	-	2,042.93	1,730.97	1,350.20	1,059.41	1,367.34	1,297.93	1,351.17	1,329.88	1,308.13	1,660.83	14,498.79
WATER	-	53.90	64.50	128.10	165.20	154.60	269.30	144.00	200.90	112.20	122.80	1,415.50
HEATING FUEL-GAS	2,349.00	-	2,653.50	-	-	-	-	-	-	937.25	-	5,939.75
TELEPHONE	131.29	131.72	131.34	132.13	131.25	134.81	130.91	128.11	129.55	129.79	128.58	1,439.48
DEPRECIATION	18,060.51	18,060.51	18,060.51	18,060.51	18,060.51	18,060.51	20,651.83	20,651.83	20,651.83	20,651.83	20,651.83	211,622.21
TRENCH DEPLETION	13,836.45	12,554.91	16,659.33	20,088.14	18,697.05	23,075.43	14,071.93	11,232.39	9,740.92	8,533.64	9,835.27	158,325.46
CLOSURE/POSTCLOSURE RESERVE	666.05	588.88	727.20	823.19	765.99	945.48	907.55	816.94	833.24	748.68	699.52	8,522.72
AMORTIZATION OF PERMIT	87.25	77.14	95.26	107.84	100.34	123.86	118.89	107.02	109.15	98.08	91.64	1,116.47
TOTAL OPERATING EXPENSES	74,491.49	77,710.95	113,976.96	102,787.62	110,204.05	162,183.09	114,662.79	96,831.11	82,689.16	117,682.08	65,717.90	1,118,937.20

JOINT POWERS VERMILLION OPERATIONS

	2020											
LANDFILL OPERATING PROFIT	(10,150.83)	37,339.64	11,751.46	55,736.86	40,028.43	28,801.47	57,604.40	72,380.41	80,113.02	35,166.46	87,914.64	496,685.96
CAPITAL EXPENDITURES:												
BUILDING & STRUCTURES				-	-	-	-	-	-	-	-	-
FURNITURE & EQUIPMENT				-	-	-	-	-	-	-	-	-
MACHINERY & AUTO				-	-	-	-	-	-	75,517.54		75,517.54
LANDFILL DEVELOPMENT				-	-	-	-	-	-	-	408.00	408.00
TOTAL CAPITAL EXPENDITURES	-	-	-	-	-	-	-	-	-	75,517.54	408.00	75,925.54
NON OPERATING REVENUE -(EXPENSE)												
INTEREST INCOME	3,330.40	3,087.95	3,049.32	2,614.20	2,396.64	2,176.51	1,995.55	1,611.33	1,493.13	1,348.38	1,097.23	24,200.64
SALE OF EQUIPMENT	-			-	-	-						-
YANKTON OPERATING TRANSFER				-	-	-						-
STATE GRANT	-			-	-	-	-	-	-			-
FEDERAL GRANT THROUGH STATE							-	-	1,628.96	1,550.62	3,449.67	6,629.25
STATE LOAN	-			-	-	-						-
INSURANCE REIMBURSEMENT	-			-	-	-						-
CONTRIBUTED CAPITAL	-			-	-	-	-	-	-			-
FIRE RELATED EXPENSES	-			-	-	-						-
BUILDING INSURANCE RESERVE	-			-	-	-						-
PRINCIPAL PAYMENT	-	(17,318.88)	-	-	(41,912.71)	-	-	(17,579.64)	-	-	(42,437.47)	(119,248.70)
INTEREST EXPENSE	-	(10,000.33)	-	-	(11,280.22)	-	-	(9,739.57)	-	-	(10,755.35)	(41,775.47)
TOTAL NON OPERATING REVENUE-EXPENSE	3,330.40	(24,231.26)	3,049.32	2,614.20	(50,796.29)	2,176.51	1,995.55	(25,707.88)	3,122.09	2,899.00	(48,645.92)	(130,194.28)
LANDFILL GAIN (LOSS)	(6,820.43)	13,108.38	14,800.78	58,351.06	(10,767.86)	30,977.98	59,599.95	46,672.53	83,235.11	(37,452.08)	38,860.72	290,566.14

JOINT POWERS VERMILLION OPERATIONS
2020

RECYCLING

REVENUE	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	TOTALS
MAGAZINES VERMILLION	-	-	-	-	-	-	-	-	-	-	-	-
PLASTIC	-	-	-	3,086.33	1,153.35	-	3,373.39	2,763.60	-	-	-	10,376.67
TIN	-	-	-	-	-	-	-	-	-	-	-	-
ALUMINUM VERMILLION	-	-	-	-	-	-	-	-	10,779.63	(514.83)	-	10,264.80
NEWSPRINT VERMILLION	1,563.80	-	-	867.60	-	-	-	-	2,974.93	-	-	5,406.33
CARDBOARD VERMILLION	2,880.66	1,734.19	620.46	5,894.87	6,637.54	8,474.59	3,305.69	2,671.61	5,187.54	3,098.66	2,067.61	42,573.42
OTHER MATERIAL	-	115.02	8.83	1,311.06	658.80	84.51	305.16	178.39	177.68	-	323.95	3,163.40
HIGH GRADE PAPER VERMILLION	-	-	-	-	-	-	-	-	-	-	-	-
YANKTON CONTRIBUTION	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL REVENUE	4,444.46	1,849.21	629.29	11,159.86	8,449.69	8,559.10	6,984.24	5,613.60	19,119.78	2,583.83	2,391.56	71,784.62
OPERATING EXPENDITURES:												
TOTAL PERSONNEL EXPENSES	13,766.95	12,928.84	14,345.15	13,631.97	21,661.02	15,665.67	15,152.58	15,817.24	16,905.38	22,463.39	18,265.70	180,603.89
INSURANCE	55.21	-	-	717.73	-	-	-	-	-	1,174.56	-	1,947.50
PROFESSIONAL SERVICES & FEES	-	-	-	-	-	-	-	17,518.94	-	(17,446.94)	327.50	399.50
HAZERDOUS WASTE COLLECTION	-	-	-	-	-	-	-	-	-	441.00	882.00	1,323.00
PUBLISHING & ADVERTISING	135.00	-	44.30	9.33	-	-	39.95	-	-	34.05	34.95	297.58
MOTOR VEHICLE REPAIR & MAINT.	-	-	-	-	-	-	-	-	-	16.50	21.74	38.24
EQUIPMENT REPAIR & MAINTENANCE	717.24	-	1,146.31	912.06	11.30	-	1,250.86	1,354.12	(30.73)	98.54	362.95	5,822.65
BLDG REPAIR & MAINTENANCE	695.40	205.92	227.00	227.00	227.00	306.96	227.00	227.00	227.00	370.50	227.00	3,167.78
OFFICE SUPPLIES	37.50	37.50	37.50	37.50	49.41	37.50	37.50	37.50	37.50	37.50	37.50	424.41
OPERATING SUPPLIES	-	-	-	33.80	2,062.21	366.32	-	7.98	63.97	-	624.93	3,159.21
MOTOR VEHICLE FUEL & SUPPLIES	21.91	780.02	180.98	286.42	148.07	144.77	194.97	325.65	315.01	255.97	245.89	2,899.66
COPY SUPPLIES	-	69.91	2.13	17.72	-	67.34	-	-	-	0.60	0.60	158.30
POSTAGE	0.34	-	0.22	0.11	-	0.36	-	-	-	-	-	1.03
FREIGHT	-	-	2,170.00	1,180.00	1,750.00	1,180.00	1,180.00	1,250.00	1,180.00	1,150.00	1,180.00	12,220.00
UNIFORMS	-	-	-	-	-	-	-	159.92	-	-	55.91	215.83
MATERIALS PURCHASES	196.15	248.75	186.85	-	197.10	114.45	520.25	327.50	462.75	345.30	318.40	2,917.50
REVENUE SHARING	-	-	658.20	-	-	4,094.01	-	-	2,748.13	-	-	7,500.34
TRAVEL & TRAINING	525.60	-	-	525.60	-	-	525.60	-	-	-	529.24	2,106.04
ELECTRICITY	467.28	452.78	468.98	427.30	433.50	452.98	534.76	554.08	505.48	437.86	446.48	5,181.48
WATER	31.74	32.05	31.15	32.98	34.38	49.84	69.16	84.10	29.75	30.36	30.56	456.07
SEWER	43.36	43.36	462.51	40.50	40.50	40.50	40.50	40.50	40.50	40.50	40.50	873.23
HEATING FUEL-GAS	-	846.75	734.08	197.96	91.48	21.05	8.00	8.00	8.00	8.00	47.45	1,970.77
TELEPHONE	60.63	67.05	66.69	67.70	66.82	70.37	65.28	67.54	68.98	69.20	67.99	738.25
DEPRECIATION	2,248.75	2,248.75	2,248.75	2,248.75	2,248.75	2,248.75	2,427.50	2,427.50	2,427.50	2,427.50	2,427.50	25,630.00
TOTAL OPERATING EXPENDITURES	19,003.06	17,961.68	23,010.80	20,594.43	29,021.54	24,860.87	22,273.91	40,207.57	24,989.22	11,954.39	26,174.79	260,052.26
RECYCLING OPERATING PROFIT	(14,558.60)	(16,112.47)	(22,381.51)	(9,434.57)	(20,571.85)	(16,301.77)	(15,289.67)	(34,593.97)	(5,869.44)	(9,370.56)	(23,783.23)	(188,267.64)
CAPITAL EXPENDITURES:												
BUILDING & STRUCTURES	-	-	-	-	-	-	-	-	51,673.22	17,518.94	8,433.84	77,626.00
FURNITURE & MINOR EQUIPMENT	-	-	1,657.50	-	-	-	-	-	-	-	-	1,657.50
MACHINERY & AUTO EQUIPMENT	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL CAPITAL EXPENDITURES	-	-	1,657.50	-	-	-	-	-	51,673.22	17,518.94	8,433.84	79,283.50
NON OPERATING REVENUE:												
GRANTS/DONATIONS	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL RECYCLING GAIN (LOSS)	(14,558.60)	(16,112.47)	(24,039.01)	(9,434.57)	(20,571.85)	(16,301.77)	(15,289.67)	(34,593.97)	(57,542.66)	(26,889.50)	(32,217.07)	(267,551.14)
TOTAL VERMILLION JOINT POWERS GAIN (LOSS)	(21,379.03)	(3,004.09)	(9,238.23)	48,916.49	(31,339.71)	14,676.21	44,310.28	12,078.56	25,692.45	(64,341.58)	6,643.65	23,015.00

JOINT POWERS VERMILLION OPERATIONS
2020

MISSOURI VALLEY RECYCLING
TONNAGE MARKETED

	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	TOTALS
Magazines -30405	-	-	-	-	-	-	-	-	-	-	-	-
PLASTIC -30406	-	-	-	18.71	3.84	-	20.20	9.21	-	-	-	51.96
TIN -30407	-	-	-	-	-	-	-	-	-	-	-	-
V-ALUMINUM -30408	-	-	-	-	-	-	-	-	13.60	-	-	13.60
V-NEWSRPT -30409	22.34	-	-	21.69	-	-	-	-	22.04	-	-	66.07
V-CARDBOARD -30410	111.12	66.67	22.28	66.67	66.40	89.26	66.56	65.40	110.68	66.40	44.41	775.85
OTHER METALS/MATERIALS -30411	-	-	-	21.13	-	-	-	-	3.25	-	-	24.38
HIGH GRADE PAPER -30412	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL TONNAGE	133.46	66.67	22.28	128.20	70.24	89.26	86.76	74.61	149.57	66.40	44.41	931.86

<u>Salaries by Department:</u> <u>November 2020</u>	
ADMINISTRATION	\$55,933.62
FINANCE	\$25,704.68
COMMUNITY DEVELOPMENT	\$25,381.96
POLICE/DISPATCH	\$175,448.76
FIRE	\$12,973.46
ENGINEERING / SR. CITIZENS	\$44,876.89
STREETS	\$46,129.20
SNOW & ICE	\$5,631.48
TRAFFIC CONTROL	\$3,847.42
LIBRARY	\$20,909.98
PARKS / SAC	\$67,871.82
HUETHER FAMILY AQUATICS CENTER	\$0.00
MARNE CREEK	\$3,731.54
WATER	\$34,976.37
WASTEWATER	\$41,389.44
CEMETERY	\$4,351.59
SOLID WASTE	\$22,014.61
LANDFILL / RECYCLE	\$19,297.84
CENTRAL GARAGE	\$7,479.25
	\$617,949.91

Personnel Changes & New Hires

New Hires:

Anthony Iverson \$25.00 hr., Part-Time Communication Dispatcher, Dispatch

Amanda Arndt \$25.00 hr., Part-Time Communication Dispatcher, Dispatch

Jena Jones \$25.00 hr., Part-Time Communication Dispatcher, Dispatch

George W. Hite \$1,776.00 bi-weekly, Full-Time Police Officer, Police

Wage Changes:

Emerson McClure \$9.75 hr. to \$10.00 hr., Rec Div.

Lexi Rust \$10.00 hr. to \$10.25 hr., Rec Div.

Elizabeth Schenkel \$12.00 hr. to \$12.25 hr., Rec Div.

Logan Ulmer \$11.25 hr. to \$11.50 hr., Rec Div.

November 2020

YPD

Calls For Service

911 HANG UP	8
911 OPEN	3
ALARM	11
ALCOHOL	5
AMBULANCE	18
ANIMAL	28
ASSAULT	10
ASSIST	1
ATTEMPT TO LOCATE	6
BOND VIOLATION	2
BURGLARY BUSINESS	4
BURGLARY RESIDENTIAL	8
CHILD ABUSE	2
CHILD CUSTODY	2
CIVIL DISPUTE	23
CRIMINAL ENTRY OF MV	5
DISORDERLY CONDUCT	26
DOMESTIC VIOLENCE	19
DRIVING COMPLAINT	21
DRIVING COMPLAINT 911	5
DRUG	8
ELDER ABUSE	1
ESCORT	11
EX PATRL	10
FAMILY OFFENSE	5
FIGHT	4
FIRE	6
FOREIGN AID	17
FORGERY	2
FRAUD	22
HARASS	15
HAZMAT	1
HIT&RUN	16
INFORMATION	7
INSPECT	4
JUV	14
K9 SNIFF	1
LOST & FOUND	6
MENTAL ILLNESS	4
MISC	2
MISSING PERSON	1
MOTOR ASSIST	21
NOISE COMPLAINT	20
OPN DOOR	3
PARKING	19
PAROLE/PROBATION	5
PROPERTY	11
PROTECTION ORDER	1
PURSUIT	1
REQUEST	1
RUNAWAY	4
SAFETY TALK	4
SEX CRIME	9
SIG 2	34
SIGNAL 1 INJURY	6
SUICIDE	6
SUSP ACTIVITY	3
SUSP PERSON/VEHICLE	44
THEFT	42
THREAT	1
TRAFFIC CONTROL	2
TRAFFIC STOP	224
TRESPASS	8
TRUANCY	1
VANDALISM	10
VEHICLE/ROAD COMPLAINT	13
WALKAWAY	1
WARRANT	10
WEAPONS	7
WELFARE CHECK	56
Total	931

Adult Arrests:

Individuals Arrested: 58

of Charges: 93

Juvenile Arrests:

Individuals Arrested: 3

of Charges: 6

Total Citations: 56

November 2020

YPD

Activity Report

GENERAL SUMMARY				
	THIS MONTH		Year To Date	
	This Year	Last Year	This Year	Last Year
POLICE INCIDENTS	931	770	11376	9252
SHERIFF INCIDENTS	180	147	1969	1822
AMBULANCE CALLS (YPD)	18	32	266	286
FIRE / HAZMAT CALLS	7	6	66	33
FOREIGN AID CALLS	17	10	189	213
ALARMS	11	15	168	213
ANIMAL CALLS/COMPLAINTS	28	34	427	546
ANIMALS CLAIMED OR IMPOUNDED (HHS)	9	15	93	124
ANIMALS DISPOSED	0	0	0	2

ACCIDENT SUMMARY				
	THIS MONTH		Year To Date	
	This Year	Last Year	This Year	Last Year
STATE REPORTABLE	17	24	135	175
NON REPORTABLE AND HIT & RUN	38	26	257	298
SIGNAL 1 INJURY	5	3	40	31
# PERSONS INJURED	5	2	38	32
FATALITIES	0	0	0	0
PEDESTRIAN ACCIDENT	1	1	7	2

November 2020

YPD

Citations

			THIS MONTH		YEAR TO DATE	
	This Month Juv / Adult		Total This Year	Total Last Year	Total This Year	Total Last Year
SUSPENDED, EXPIRED OR UNLICENSED DRIVER	1	11	12	19	149	138
CARELESS DRIVING			0	4	17	19
EXHIBITION DRIVING		1	1	2	28	12
SPEEDING	2	6	8	22	139	160
STOP SIGN, RED LIGHT VIOLATION		7	7	5	44	49
ANIMALS AT LARGE			0	1	1	3
MAINTENANCE OF FINANCIAL RESPONSIBILITY		3	3	0	71	8
OPEN CONTAINER		1	1	2	21	13
CONSUMPTION UNDERAGE (18-20 yoa)			0	0	25	0
LIQUOR VIOLATIONS / FURNISHING ALCOHOL TO A MINOR			0	0	0	0
MISDEAMEANOR DRUG VIOLATIONS (POSS. OF DRUG PARAPH)	1	7	8	24	143	201
TOBACCO VIOLATIONS	2		2	4	45	44
PETTY THEFT UNDER \$400		7	7	7	70	56
INTENTIONAL DAMAGE TO PROPERTY	1		1	0	5	8
OTHER VIOLATIONS		6	6	17	153	199
TOTAL TRAFFIC CITATIONS	7	49	56	107	911	910

November 2020

YPD

Adult Arrest

	THIS MONTH		YEAR TO DATE	
	This Year	Last Year	This Year	Last Year
MURDER	0	0	0	1
RAPE	0	0	2	1
ROBBERY	0	0	3	0
DUI	5	15	69	100
DRIVING UNDER REVOCATION	4	4	44	55
BURGLARY	0	1	11	7
ASSAULT AGGRAVATED	2	1	17	13
ASSAULT SIMPLE	5	5	26	37
CRIMES AGAINST FAMILY / DOMESTIC VIOLENCE	6	10	82	67
DISORDERLY CONDUCT	0	1	2	11
SEXUAL CONTACT/SEX OFFENSES	0	0	1	2
THEFT PETTY	0	0	20	10
THEFT GRAND	0	2	5	9
THEFT AUTO	0	0	1	5
FORGERY & COUNTERFEITING	0	0	4	2
FRAUD	0	0	0	0
EMBEZZLEMENT	0	0	0	0
INTENTIONAL DAMAGE	0	0	5	2
NARCOTIC DRUG CHARGES	26	37	232	303
LIQUOR ARRESTS	0	0	2	4
WEAPONS VIOLATION	0	0	5	3
WARRANTS	27	23	202	197
PROTECTIVE CUSTODY	0	0	0	0
ALL OTHER OFFENSES	18	56	274	481
TOTAL ARRESTS	93	155	1007	1310

November 2020
YPD
Juvenile Arrests

	THIS MONTH		YEAR TO DATE	
	This Year	Last Year	This Year	Last Year
CURFEW	2	0	29	46
RUNAWAY	2	3	21	27
MIC	0	3	14	52
DUI	0	1	1	4
MURDER	0	0	0	0
RAPE	0	0	0	0
ROBBERY	0	0	0	0
BURGLARY	0	0	1	0
ASSAULT AGGRAVATED	0	0	0	2
ASSAULT SIMPLE	0	2	6	9
CRIMES AGAINST FAMILY/ DOMESTIC VIOLENCE	0	0	0	2
DISORDERLY CONDUCT DISTURBANCE OF SCHOOL	2	10	8	28
SEXUAL CONTACT / SEX OFFENSES	0	0	0	0
THEFT PETTY	0	0	1	2
THEFT GRAND	0	0	1	0
THEFT AUTO	0	0	0	0
FORGERY & COUNTERFEITING	0	0	0	0
FRAUD	0	0	0	0
EMBEZZLEMENT	0	0	0	0
INTENTIONAL DAMAGE	0	0	2	0
NARCOTIC DRUG CHARGES	0	5	13	22
LIQUOR ARRESTS	0	0	1	0
WEAPONS VIOLATIONS	0	1	2	4
ALL OTHER OFFENSES	0	3	9	20
TOTAL ARRESTS	6	28	109	218

Publishing Dates: December 10 and December 17, 2020

NOTICE TO BIDDERS

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 the City until 3:00 PM or may be hand delivered to the City Finance Office drop-box by 3:00 PM on the 31st day of December, 2020 at which time they will be publicly opened and read at City Hall Gymnasium at 416 Walnut Street.

Disposition of said bid will be held on the 11th day of January, 2021, at 7:00 P.M. in the City of Yankton Community Meeting Room located in the Career Manufacturing Technical Education Academy at 1200 W. 21st Street, Yankton, South Dakota.

Bids will be received on the following:

CRUSHING SALVAGED CONCRETE AND ASPHALT

FOR THE PUBLIC WORKS DEPARTMENT STREET DIVISION

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

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 most advantageous bid to the City.

Corey Potts
Public Works Manager
City of Yankton, South Dakota

Dated: December 10, 2020

-THE CITY OF YANKTON IS AN EQUAL OPPORTUNITY EMPLOYER-

Memorandum #20-230

To: Amy Leon, City Manager
From: Michael Hofer, Building Inspector
Subject: Mobile Home Park License Renewals
Date: November 24, 2020

As part of the annual re-licensing, the Office of Community and Economic Development conducts an annual inspection of the mobile home parks. The purpose of this inspection is to assess the parks compliance with City of Yankton Code of Ordinances, Chapter 23, "Trailers and Trailer Parks" as well as other applicable City Ordinances. Inspections were conducted the week of September 21-25, 2020. Letters were sent to park owners listing the deficiencies and a re-inspection showed considerable progress to full compliance with the ordinance.

The following mobile home parks have addressed major deficiencies noted in their parks and have submitted applications for license renewal. Staff is confident that the few remaining minor issues will be addressed very soon. It is staff's recommendation that the following parks be approved for license renewal:

<u>Court</u>	<u>Address</u>	<u>Owner</u>	<u>Spaces</u>
Capitol Court	8 th & Capital Street	Ken L. Hansen	4
Peninah Court	1100 E. 8 th Street	Ken L. Hansen	12
Avenell Court	1104 E. 11 th Street	Randy Avenell	2
Lugo Court	911 E. 12 th Street	Diana Lugo-Garcia	2
Douglas Street Park	2200 Douglas Ave.	Matthew Archer	66
Northgate Manor	2400 Douglas Ave.	Brian and Marie Steward	65
Airport Acres Court	2800 Broadway Ave.	Rocky Schultz	70
DP Enterprises	415 W. 15 th Street	Daniel L. Pospishil	17
Bonnie's Shear Design	1024 Broadway Ave.	Bonnie Kozak	1
Tripp Park Court	905 ½ Broadway Ave.	Marvin E. or Shirley M. Tramp	6
Shull Court	608 ½ W. 8 th Street	Judie A. Shull	<u>1</u>
		TOTAL	246

There are homes on 196 of the 246 licensed spaces, leaving 58 spaces available for homes.

Respectfully submitted,



Michael Hofer
 Building Inspector

Recommendation: It is recommended that the City Commission approve Memorandum #20-230 approving the renewal of the 2020 Mobile Home Park Licenses as outlined above.

I concur with this recommendation.

I do not concur with this recommendation.



Amy Leon, City Manager

Roll call

Memorandum #20-237

To: City Manager
From: Finance Officer
Date: December 7, 2020
Subject: Pawn Brokers License

We have received the following application for a New Pawn Brokers Licenses:

Cornerstone Jewelry Design, LLC 218 W. 3rd Street

City Code also requires each applicant to pay a fee of \$50.00 per year. The fees have been received.



Al Viereck
Finance Officer

____ Voice vote

***Board of Adjustment Public Hearing
Variance from Sign Ordinance Regulations***

Memorandum #20-236

To: Amy Leon, City Manager
From: Dave Mingo, AICP Community and Economic Development Director
Subject: Zoning Board of Adjustment Public Hearing and Action on Planning
Commission Action Number 20-66.
Date: December 3, 2020

REQUEST FOR VARIANCE TO ZONING REGULATIONS

ACTION NUMBER: 20-66

E.T.J. MEMBER ACTION REQUIRED: No

APPLICANT / OWNER: Unclaimed Freight Furniture / William Hinks and Tamera Wallenstein.

ADDRESS / LOCATION: 2320 Broadway Avenue.

PROPERTY DESCRIPTION: Block 2 of K-Mart Addition in the City of Yankton, South Dakota.

ZONING DISTRICT: B-2 Highway Business.

COMMENTS: The variance request is for the placement of what is defined as a “banner” in the City of Yankton Code of Ordinances at a location on the property that the ordinance does not permit. Other common terms for the specific type of banner being proposed is a “whip” or “feather” banner. Banners are regulated as temporary signs and therefore allowed without a permit as long as they are placed appropriately within two feet of the principle permitted structure on the site.

This request does not constitute the relief of a hardship that approaches confiscation of the use of property. The primary purpose of the variance process is to serve as a safety valve in the rare case where strict enforcement of the ordinance would result in undue hardship for the landowner. Not having met the criteria for a site specific “hardship” would mean that granting the proposed variance would be a subjective action and could leave the City in a vulnerable position related to the same activity at other locations.

Proof of hardship is the test that must be passed when considering a variance request. The below Section 27-11-2 of the code describes the parameters under which variances

_____ Roll Call (action to grant the variance would require a 2/3’s majority)

are considered by the City. The applicable section of the City code states the reason for granting a variance to be:

(2) The board shall be satisfied by the evidence heard before it that the granting of any variance permitted in SDCL will alleviate a hardship approaching confiscation as distinguished from special privileges sought by the owner, and be the minimum variance that will afford relief to the property owner.

The applicable section of SDCL related to granting a variance states:

11-6-25. Board of adjustment to consider variances in hardship cases--Municipal planning and zoning adjustment provisions apply. The city council may provide for a board of adjustment, or may authorize the planning and zoning commission to serve as a board of adjustment to make special exceptions or grant variances to the regulations adopted under § 11-6-24 in specific cases, in order that unwarranted hardship, which constitutes an unreasonable deprivation of use as distinguished from the mere grant of a privilege, may be avoided.

The applicant has stated to staff that a recently constructed adjacent project (Casey's) has created a situation where the subject property cannot be seen when approaching from the south. All properties in the area are in compliance with the applicable zoning regulations for setbacks. Both the subject property and adjacent property were developed under the same, current ordinance provisions. The subject property could have been developed at the same setback as the adjacent property if the private developer at the time had chosen to do so. This argument is not supported in ordinance as a reason for considering a variance.

History of adopting the current code: Some of you may remember that a committee including private business owners, the general public, Planning Commissioners and City Commissioners went through an extensive sign ordinance re-write process including multiple meetings and visual preference surveys in 2013. We continue to be proud of the results of the sign ordinance changes. The visual difference is very evident when traveling the streets of Yankton as compared to other communities that have a proliferation of banners, whip signs and streamers along their roads.

In the past when the City has considered issues like this we have discussed whether or not we should change the ordinance for all property rather than granting a special privilege for one property owner. Based on the results of the community meetings in 2013, staff is not in favor of considering an ordinance amendment at this time. Changing the code to permit banners in the manner described in this request would dramatically impact the aesthetics of Yankton's commercial corridors in a manner opposite to what was discussed and approved when the code was amended in 2013.

City staff has been contacted by two area owners subsequent to sending out the notice for the Planning Commission meeting

_____ Roll Call (action to grant the variance would require a 2/3's majority)

- Larry and Peggy Olson, owners of a business across the street to the west have stated their opposition to granting the variance request. They request that the ordinance remain enforced as adopted. See the attached correspondence dated October 29, 2020.
- Leo Kopetsky, owner of the property to the north of the subject property called and stated his support for the variance and that he wants to be able to install the same type of banners at a similar location on his property. He said he thinks the ordinance should change to allow all owners to install banners as proposed in this variance request. He and his son Ken also submitted written testimony (see attached).

Staff recommendation: In this case, there is no documentable hardship meeting the above definitions in City Code or South Dakota Codified Law so staff recommends denying the variance request.

Additionally, staff does not recommend a change to the ordinance that would allow banners to be placed in this manner. However, if the Commission feels differently, and that the 2013 decision to regulate banners in the manner we currently do needs to change, staff suggests a discussion about the ordinance as it applies to all business rather than consideration of individual variances like the one presented with this request.

HEARING SCHEDULE:

- | | |
|--------------------|--|
| November 9, 2020: | Planning Commission hears testimony and makes a recommendation to the Zoning Board of Adjustment. |
| November 23, 2020: | Zoning Board of Adjustment sets December 14, 2020 as the date for a public hearing to consider the variance. |
| December 14, 2020: | Zoning Board of Adjustment hears testimony and makes final decision. Granting of a variance requires a vote of at least two-thirds of the Board. |

Planning Commission results: The Planning Commission recommended that the proposed variance to sign ordinance regulations be denied.

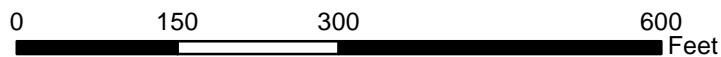
_____ Roll Call (action to grant the variance would require a 2/3's majority)



City of Yankton

Sign Variance Request Location Map

2320 Broadway Avenue
City of Yankton, Yankton County, South Dakota.



City of Yankton
Planning Commission and Zoning Board of Adjustment
Yankton, SD 57078

Re: **Variance to Zoning Regulations-Signage**

Dear Board Members:

This letter, pursuant to the City of Yankton's Zoning Ordinance, Article III Signs, is an application hereby made for a variation in the regulations of said ordinance for the property herein described.

On the 8th day of August, 2020, the undersigned applied for a sign permit to:

Description of permit desired:

Install whip signage approximately 230 feet west of the structure wall of the building.

The permit was refused because: A whip sign (also known as a feather sign) is classified in the sign ordinance as a banner sign. Banner signs may not be installed more than two feet from the structure wall of the principal permitted structure on the property. Banner signs do not require permits, but must comply with the provisions of the ordinance. The proposed installation location was greater than two feet from the building.

The address of the property is: 2320 Broadway Avenue

Lot Number: All **Block Number:** 2

Addition: K-Mart Addition

Zoning District: B-2 Highway Business

of which I/we own.

I/We have included a set of drawings or site plan, to scale, showing the location and number of proposed signs, sign detail and elevation drawing.

I/We have included a receipt for Seventy-Five dollars (\$75.00), from the City Finance Department for processing this request.

I hereby depose and say that all the above statements and statements contained in this application and related attachments are true.

Thank you for your consideration,

Dated this 24th day of September, 2020

Clint Backmiller / Manager
Printed/typed name and title if applicable

[Signature]
Signature

2320 Broadway Avenue
Yankton, SD 57078

address

City Receipt Account Number 101.3231



■ Grass ■ Sidewalk ● Flag Placement

Dear City Manager and/or Commission,

I am the Manager of Unclaimed Freight Furniture located at 2320 Broadway Ave. I am before you regarding the city ordinance Chapter 27 Article 3 Section 27-77, specifically (1) banners located more than two feet from principle permitted structure wall.

Over the last couple of years we have placed 2, 16ft feather flags between our parking lot and the sidewalk nearest Broadway, as a result received letters from your office stating we are in violation of this ordinance. I am not denying that we are in violation of the current ordinance, however I am questioning the purpose and reasoning behind the section.

The feather flags we are placing are professionally designed, tasteful, and in no way blocking view of pedestrian or vehicle traffic. The flags are up only on select weekends during store hours and then removed at night. These have been instrumental in creating increased traffic to our business especially with the recent construction of the Casey's convenience store blocking theyview of our building from the intersection, and in no way are a public nuisance.

Due to the reason mentioned above I am asking that an exception to item (1) of the section 27-77 can be made for us in attempt to keep our community shopping local.

Thank You

Clint Brockmoller
Manager
Unclaimed Freight Furniture
2320 Broadway Ave.
Yankton SD 57078
Office: 605-665-3446
Cell: 605-661-1039
clb@fm-usa.com

October 29th 2020

Dave Mingo, Community Development Director
City of Yankton

Dave, I am writing in response to a notice I received for a request of variance to our city sign ordinance.

I am unable to be at the scheduled meeting time so am writing this email to give you my opinion on this.

First I would like to express I have nothing against the business that is looking for this ordinance to be changed I just believe that this would cause a problem and “opening up a can of worms”, you will need to allow every business now the ability to have the same thing then it will turn into what size of flag, how many will they have then what else will people try to add to it and clutter the road and possibly distract drivers. The city adopted this for a good reason, and I love the way it looks in Yankton, please keep the streets and avenues clean.

Peggy Olson
Slumberland Furniture



Wed 11/4/2020 4:51 PM

Ken Kopetsky <ken@kopetskysace.com>

Sign ordinance

To: Dave Mingo

Cc: Leo Kopetsky Jr.

You replied to this message on 11/4/2020 5:10 PM.

Dave,

Good afternoon!

We recently received your letter about the request for a sign ordinance variance from Unclaimed Freight. We have no objection to granting that request. In fact, we would also like to request that our property at 2404 Broadway Ave also be granted a variance. The more that we as merchants can do to draw attention to our business and make us more shippable the better it is for our community and city. We greatly appreciate you taking the time to work with us on this matter.

Thank you,

--

Ken Kopetsky
Kopetsky's Ace Hardware & Ace Bike and Fitness
2404 Broadway Ave.
Yankton, SD 57078
605-260-2813

Kopetsky's Ace Hardware & Ace Bike and Fitness
510 8th St. SE
Orange City, IA 51041
712-707-2813

www.kopetskysace.com
www.acebikeandfitness.com

Memorandum #20-227

To: *City Commission*
From: *Finance Officer*
Date: *12/7/2020*
Subject: *Second Reading and Public Hearing of Ordinance #1043 Amending Ordinance #1024, the 2020 Annual Appropriation Ordinance*

Attached to this Memorandum is Ordinance #1043, the second supplement to Ordinance #1024, the 2020 annual appropriation ordinance. The individual supplements are described, and the amounts are as such:

1. **City Commission** from \$0.00 to \$250,000.00, an increase of \$250,000.00 in account 101.101.355 COVID Capital Expenses for meeting room and PEG channel equipment. This increases City Commission total appropriations from \$154,283.00 to \$404,283.00, an increase of \$250,000.00. Financing for this increase will be from an increase in un-appropriated fund balance carried forward from 2019.
2. **City Attorney** from \$47,764.00 to \$65,264.00, an increase of \$17,500.00 in account 101.103.102 Temporary Wages for the increase approved by the City Commission on January 1, 2020. This increases City Attorney total appropriations from \$113,721.00 to \$131,221.00 an increase of \$17,500.00. Financing for this increase will be from an increase in un-appropriated fund balance carried forward from 2019.
3. **Total General Government** from \$2,825,074.00 to \$3,092,574.00, an increase of \$267, 500 as outlined in **numbers (1-2)** above.
4. **Police** from \$677,482.00 to \$1,097,482.00, an increase of \$420,000 in account 101.111.350 Equipment for the increased expenditures for the radio project previously approved by the Commission. This increases Police total appropriations from \$3,928,712.00 to \$4,348,712.00, an increase of \$420,000.00. Financing for this increase will be from an increase in un-appropriated fund balance carried forward from 2019.
5. **Total Public Safety** from \$4,719,635.00 to \$5,139,635, an increase of \$420,000.00 as explained in **number (4)** above.
6. **Snow and Ice** from \$13,436.00 to \$28,436.00, an increase of \$15,000.00 in account 101.127.101 Regular Wages and from \$30,000.00 to \$60,000.00, an increase of \$30,000.00 in account 101.127.103 Overtime Wages. These amounts are to plan for at least two more snow events before the end of the year. (These expenditures won't occur unless there are snow events.) The increases Snow and Ice total appropriations from \$281,777.00 to \$326,777.00, an increase of \$45,000.00. Financing for this increase will be from an increase in un-appropriated fund balance carried forward from 2019.
7. **Total Public Works** from \$4,942,883.00 to \$4,987,883.00, an increase of \$45,000.00 as explained in **number (6)** above.


8. **Special Appropriations** from \$8,000.00 to \$16,000.00, an increase of \$8,000.00 in account 101.131.599 Special Projects for a contractual sales tax incentive previously approved by the Commission. This increases Special Appropriations total appropriations from \$132,187.00 to \$140,187.00, an increase of \$8,000.00. Financing for this increase will be from an increase in un-appropriated fund balance carried forward from 2019.
9. **Other Financing Uses / Transfers Out** from \$380,441.00 to \$780,441.00, an increase of \$400,000.00 in account 101.182.625 Transfer to Summit Activities Center; and from \$26,633.00 to \$266,633.00 an increase of \$240,000.00 in account 101.182.622 Transfer to Huether Family Aquatic Center as outlined in **number (14)** below. This increases Other Financing Uses / Transfers out from \$3,981,649.00 to \$5,281,649.00, an increase of \$1,300,000.00. Financing for this increase will be from an increase in un-appropriated fund balance carried forward from 2019.
10. **Total Other Financing Uses** from \$3,981,649.00 to \$5,281,649.00, an increase of \$1,300,000.00.
11. **Total General Fund Appropriations** from \$17,506,298.00 to \$19,546,798.00, an increase of \$2,040,500.00 as outlined in **numbers (1-9)** above.
12. **Un-appropriated Fund Balance** from \$4,917,428.00 to \$6,957,928.00, an increase of \$2,040,500.00 in un-appropriated fund balance (2019 carry-over).
13. **Total Means of Finance** from \$17,506,298.00 to \$19,546,798.00, an increase of \$2,040,500.00 as outlined in **number (12)** above.
14. **Huether Family Aquatics Center** from \$0.00 to \$600,000.00, an increase of \$600,000.00 in account 202.202.411 Debt Service Interest; and from \$0.00 to \$440,000.00, an increase of \$440,000.00 in account 202.202.441 Principal for the increase in Debt service interest, principal, and fees for the Huether Family Aquatics Center debt service. This increases Huether Family Aquatics Center total appropriations from \$27,233.00 to \$1,067,233.00, an increase of \$1,040,000.00. Funding for this increase will be from an increased transfer from the General Fund (\$900,000.00) as outlined in **number (9)** above and an increased transfer from the "505" fund (the Huether Family Aquatics Center Capital Fund - \$140,000.00) as explained in **number (24)** below.
15. **Business Improvement District** from \$14,000.00 to \$19,000.00, an increase of \$5,000.00 in account 209.209.202 Professional Services for increased expenses approved by the BID Board and City Commission for Yankton Convention and Visitor Bureau funding; and from \$112,000.00 to \$128,000.00, an increase of \$16,000.00 in account 209.209.204 Contractual Services to Yankton Area Progressive Growth / MMC for increased expenses approved by the BID Board and City Commission. This increases Business Improvement District total appropriations from \$128,900.00 to \$149,900.00, an increase of \$21,000.00. Financing for this increase will be from the Business Improvement District unappropriated fund balance.
16. **Infrastructure Improvement Revolving** from \$44,720.00 to \$64,720.00, an increase of \$20,000.00 in account 241.241.656 Transfer to Infrastructure Improvement Construction. This increases Infrastructure Improvement total appropriations from \$44,720.00 to

- \$64,720.00, an increase of \$20,000.00. Financing for this increase will be from the unappropriated fund balance in the Infrastructure Improvement Revolving Fund.
17. **Special Revenue Total Appropriations** from \$14,594,564.00 to \$15,675,564.00, an increase of \$1,081,000.00 as explained in **numbers (14-16)** above.
 18. **Special Revenue Unappropriated Fund Balance** from \$947,395.00 to \$988,395.00, an increase of \$41,000.00 as explained in **numbers (15-16)** above.
 19. **Transfer From General Fund** from \$3,591,529.00 to \$4,491,529.00, an increase of \$900,000.00 as explained in **numbers (9 and 14)** above.
 20. **Transfer From Huether Family Aquatics Center Capital Fund** from \$0.00 to \$140,000.00, an increase of \$140,000.00 for debt service as explained in **number (24)** below.
 21. **Special Revenue Total Means of Finance** from \$15,072,948.00 to \$16,153,948.00, an increase of \$1,081,000.00 as explained in **numbers (18-20)** above.
 22. **Public Improvement** from \$0.00 to \$208,000.00, an increase of \$208,000.00 in account 501.501.388 to RTEC\YAPG for a CDBG funded nurses training, and from \$0.00 to \$171,000.00, an increase of \$171,000.00 in account 501.501.391 Public Building Improvements to purchase the landscape business on 3rd and Burleigh. This increases Public Improvement total appropriations from \$0.00 to \$379,000.00, an increase of \$379,000.00. Funding for this increase will be from a \$208,000.00 CDBG grant and from \$171,000.00 in the Public Improvement unappropriated fund balance.
 23. **Airport Capital** from \$0.00 to \$1,450,000.00, an increase of \$1,450,000.00 in account 502.511.394 Apron Work, and from \$2,195,000.00 to \$3,045,000.00, an increase of \$850,000.00 in account 502.511.396 Crosswind Runway Construction. This increases Airport Capital total appropriations from \$2,195,000.00 to \$4,495,000.00 an increase of \$2,300,000.00. Financing for this increase will be from an increase in AIP federal/state airport grants.
 24. **Huether Family Aquatic Center Capital Construction (memo only)** from \$0.00 to \$140,000.00, an increase of \$140,000.00 in account 505.505.622 transfer to Huether Family Aquatics Center operations fund (202) for debt service. Financing for this increase will be from HFAC unappropriated fund balance.
 25. **Tax Increment District #6** from \$195,516.00 to \$320,516.00, an increase of \$125,000.00 in account 511.588.566 for Tax Increment reimbursement to YAPG (the developer for Westbrook Estates Phase 1). This increases Tax Increment #6 total appropriations from \$195,516.00 to \$320,516.00, an increase of \$125,000.00. Financing for this increase will be a from increased tax increment #6 revenues.
 26. **Tax Increment District #7** from \$12,832.00 to \$32,832.00, an increase of \$20,000.00 in account 512.588.204 Payment to Schrecht, LLC for TID tax reimbursements. This increases Tax Increment District #7 total appropriations from \$12,832.00 to \$32,832.00, an increase of \$20,000.00. Financing for this increase will be a from increased tax increment #7 revenues.

- 27. **Total Capital Appropriations** from \$25,157,741.00 to \$27,981,741.00, an increase of \$2,824,000.00 as explained in **numbers (22-26)** above.
- 28. **Unappropriated Fund Balance** from \$118,801.00 to \$289,801.00, an increase of \$171,000.00 as explained in **number (22)** above.
- 29. **Public Improvement Revenue** from \$0.00 to \$208,000.00, an increase of \$208,000.00 in CDBG Revenues (501.3342) as explained in **number (22)** above
- 30. **Airport Capital Projects Revenue** from \$2,195,000.00 to \$4,495,000.00, an increase of \$2,300,000.00 in AIP capital grant funding as explained in **number (23)** above.
- 31. **TID #6 Westbrook Estates Phase 1 Revenue** from \$195,516.00 to \$320,516.00, an increase of \$125,000.00 in TID #6 revenues as explained in **number (25)** above.
- 32. **Tax Increment District #7 Revenue** from \$12,832.00 to \$32,832.00 and increase of \$20,000.00 in TID #7 revenues as explained in **number (26)** above.
- 33. **Total Capital Projects Revenue** from \$21,869,499.00 to \$24,522,499.00, an increase of \$2,653,000.00 as explained in **numbers (29 - 32)** above.
- 34. **Total Capital Projects Means of Finance** from \$22,941,482.00 to \$25,765,482.00, an increase of \$2,824,000.00 as explained in **numbers (28-33)** above.

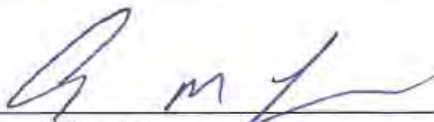
It is recommended that the City Commission conduct the Second Reading and Public Hearing of Ordinance #1043 the second supplement to Ordinance #1024, the 2020 City of Yankton budget ordinance and adopt said ordinance.

Thank you,


 Al Viereck
 Finance Officer

I concur with the recommendation.

I do not concur with the recommendation.



 Amy Leon, City Manager

ORDINANCE NO. 1043

AN ORDINANCE AMENDING AND SUPPLEMENTING ORDINANCE NO.1024, THE 2020 ANNUAL
APPROPRIATION ORDINANCE OF THE CITY OF YANKTON, SOUTH DAKOTA.

BE IT ORDAINED by the City of Yankton, South Dakota that Ordinance No. 1024 is amended, to wit:

SECTION I - GENERAL FUND

A. Appropriations

General Government:

Board of City Commissioners	\$ 154,283				1.	Ord. 1043 250,000	\$ <u>404,283</u>
City Manager	388,639						
City Attorney	113,721				2.	17,500	131,221
Finance Office	683,044						
Information Services	466,561	1.	178,144	644,705			
Community Development	540,682						
Contingency	<u>300,000</u>						
TOTAL GENERAL GOVERNMENT	<u>2,646,930</u>	2.	<u>178,144</u>	<u>2,825,074</u>	3.	267,500	<u>3,092,574</u>

Public Safety:

Police Department	3,523,530	3.	405,182	3,928,712	4.	420,000	4,348,712
Fire Department	782,963	4.	3,000	785,963			
Civil Defense	<u>4,960</u>						
TOTAL PUBLIC SAFETY	<u>4,311,453</u>	5.	<u>408,182</u>	<u>4,719,635</u>	5.	420,000	<u>5,139,635</u>

Public Works:

Engineering & Inspection	687,501						
Street & Highways	2,241,127	6.	126,396	2,367,523			
Snow & Ice Removal	266,777	7.	15,000	281,777	6.	45,000	326,777
City Hall	325,379	8.	10,000	335,379			
Traffic Control	650,209						
Chan Gurney Airport	<u>620,494</u>						
TOTAL PUBLIC WORKS	<u>4,791,487</u>	9.	<u>151,396</u>	<u>4,942,883</u>	7.	45,000	<u>4,987,883</u>

									Ord. 1043
Special Appropriations	<u>132,187</u>					8.	8,000	<u>140,187</u>	
TOTAL SPECIAL APPROPRIATIONS	<u>132,187</u>					8.	8,000	<u>140,187</u>	
Culture - Recreation:									
Senior Citizens Center	95,478								
Community Library	<u>809,392</u>								
TOTAL CULTURE - RECREATION	<u>904,870</u>								
Other Financing Uses / Transfers Out	<u>3,342,660</u>	10.	<u>638,989</u>	<u>3,981,649</u>	9.		1,300,000	<u>5,281,649</u>	
TOTAL OTHER FINANCING USES	<u>3,342,660</u>	10.	<u>638,989</u>	<u>3,981,649</u>	10.		1,300,000	<u>5,281,649</u>	
TOTAL APPROPRIATIONS	<u>\$ 16,129,587</u>	11.	<u>1,376,711</u>	<u>\$ 17,506,298</u>	11.		2,040,500	<u>\$ 19,546,798</u>	
B. Means of finance									
Unappropriated Fund Balances	<u>\$ 3,540,717</u>	12.	<u>1,376,711</u>	<u>4,917,428</u>	12.		2,040,500	<u>\$ 6,957,928</u>	
Current Property Taxes	2,778,871								
Sales & Other Taxes	6,086,398								
Licenses & Permits	329,675								
Intergovernmental Revenue	780,502								
Charges for Goods & Services	2,308,850								
Fines & Forfeits	4,250								
Miscellaneous Revenues	<u>59,000</u>								
TOTAL REVENUE	<u>12,347,546</u>								
Other Financing Sources / Transfers In	<u>241,324</u>								
TOTAL MEANS OF FINANCE	<u>\$ 16,129,587</u>	13.	<u>1,376,711</u>	<u>\$ 17,506,298</u>	13.		2,040,500	<u>\$ 19,546,798</u>	

SECTION II - SPECIAL REVENUE

		Ord. 1043			
A. Appropriations					
Parks & Recreation	\$ 1,723,262				
Heuther Family Aquatic Center	27,233	14.	1,040,000	1,067,233	
Summit Activies Center	857,311				
Marne Creek	9,113,151				
Casualty Reserve Fund	5,000				
Bridge & Street Fund	70,000	14.	12,465	82,465	
911/Dispatch	887,744	15.	624,441	1,512,185	
Business Improvement District	128,900			149,900	15.
Lodging Sales Tax	1,100,337				
Infrastructure Improvement Revolving - Transfer to Infr. Imp. Constr.	<u>44,720</u>			<u>64,720</u>	16.
TOTAL APPROPRIATIONS	<u>\$ 13,957,658</u>	16.	<u>636,906</u>	<u>\$ 14,594,564</u>	17. 1,081,000 <u>\$ 15,675,564</u>
B. Means Of Finance					
Unappropriated Fund Balance	<u>\$ 934,930</u>	17.	<u>12,465</u>	<u>947,395</u>	18. 41,000 <u>\$ 988,395</u>
Parks & Recreation Revenue	17,830				
Memorial Pool Revenue	600				
Summit Activies Center Revenue	476,870				
Marne Creek Revenue	6,750,300				
Casualty Reserve - Interest	250				
Bridge & Street Revenue	21,497				
911/Dispatch	144,013				
Business Improvement District	142,500				
Lodging Tax	634,842				
Infrastructure Improvement Revolving	<u>44,720</u>				
TOTAL REVENUE	<u>8,233,422</u>				
Transfer From General Fund	<u>2,967,088</u>	18.	<u>624,441</u>	<u>3,591,529</u>	19. 900,000 <u>4,491,529</u>
Transfer From HFAC (Huether Family Aquatic Center)	<u>-</u>				20. 140,000 <u>140,000</u>
Transfer From Special Capital Fund	<u>2,300,602</u>				
TOTAL MEANS OF FINANCE	<u>\$ 14,436,042</u>	19.	<u>636,906</u>	<u>\$ 15,072,948</u>	21. 1,081,000 <u>\$ 16,153,948</u>

SECTION III - CAPITAL PROJECT FUNDS

					Ord. 1043			
A. Appropriations								
Public Improvement	\$ -			22.	379,000	\$ 379,000		
Airport Capital Projects	2,195,000			23.	2,300,000	4,495,000		
Park Capital Projects	188,000	20.	14,548					
Infrastructure Improvement Construction	100,000							
Huether Aquatics Center Construction	15,000,000			24.	(memo only)			
Special Capital Improvement	5,902,121	21.	1,094,691					
Tax Incr. District #2 Morgan Square	55,423							
Tax Incr. District #5 Menards	194,610							
Tax Incr. District #6 Westbrook Estates	195,516			25.	125,000	320,516		
Tax Incr. District #7 West 10th Street	12,832			26.	20,000	32,832		
Tax Incr. District #8 Westbrook Phase 2	205,000							
TOTAL APPROPRIATIONS	<u>\$ 24,048,502</u>	22.	<u>1,109,239</u>		<u>\$ 25,157,741</u>	27.	<u>2,824,000</u>	<u>\$ 27,981,741</u>
 B. Means of Finance								
Unappropriated Fund Balance	\$ (975,890)	23.	<u>1,094,691</u>		<u>\$ 118,801</u>	28.	171,000	<u>\$ 289,801</u>
 Public Improvement Revenue	-			29.	208,000		208,000	
Airport Capital Projects	2,195,000			30.	2,300,000		4,495,000	
Park Capital Revenue	-							
Infrastructure Improvement Construction	-							
Huether Aquatics Center Construction	14,550,000							
Special Capital Improvement	4,710,405							
TID #2 Morgan Square	57,071							
TID #5 Menards	143,675							
TID #6 Westbrook Estates	195,516			31.	125,000		320,516	
TID #7 West 10th Street	12,832			32.	20,000		32,832	
TID #8 Westbrook Phase 2	5,000							
TOTAL REVENUE	<u>21,869,499</u>			33.	2,653,000		<u>24,522,499</u>	

Ord. 1043

Transfer from General Fund	188,000	24.	14,548	202,548	
Transfer from Park Improvement Fund	-				
Transfer from BBB Fund	505,914				
Transfer from Infrastructure Impr. Fund	44,720				
Transfer from Special Capital Fund	-				
Loan from General Fund	-				
Loan from Special Capital Fund	200,000				
TOTAL OTHER FINANCING SOURCES	<u>938,634</u>	25.	<u>1,109,239</u>	<u>2,047,873</u>	
 TOTAL MEANS OF FINANCE	 <u>\$ 21,832,243</u>	 26.	 <u>1,109,239</u>	 <u>\$ 22,941,482</u>	 34. 2,824,000 <u>\$ 25,765,482</u>

SECTION V - INTERNAL SERVICE FUNDS
CENTRAL GARAGE

Unappropriated Fund Balance	\$ 231,839			
Estimated Revenue - Billings	<u>930,462</u>		80,000	<u>1,010,462</u>
TOTAL ESTIMATED BALANCE & REVENUES	\$ 1,162,301		80,000	\$ 1,242,301
 Less Appropriations	 <u>908,418</u>	 27.	 80,000	 988,418
Estimated Surplus	<u>\$253,883</u>			

SECTION VII - EFFECTIVE DATE

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

Adopted:

Nathan V. Johnson
Mayor

ATTEST :

Al Viereck
Finance Officer

Introduction and first reading: November 23, 2020

Second reading: December 14, 2020

Published in the Yankton Daily Press and Dakotan, Official Newspaper: December , 2020

I so certify

Al Viereck
Finance Officer

Memorandum #20-226

To: Amy Leon, City Manager
From: Corey Potts, Public Works Manager
Subject: Equipment purchase from Sourcewell Contract for a new Street Sweeper for the Department of Public Works, City of Yankton
Date: November 24, 2020

The adopted 2021 City of Yankton budget provides funding for a new street sweeper for the Department of Public Works, Street Division. The street sweeper that is scheduled to be replaced is Unit #51, a 2016 Elgin Pelican street sweeper. This existing street sweeper is 5 years old and is the only street sweeper in the City equipment fleet. The street sweeper is used extensively throughout the City for general street sweeping maintenance and is also utilized in construction activities which include asphalt milling and chip sealing. The existing sweeper will be kept and used as a backup.

A bid contract through the Sourcewell Contract allows the City to purchase a new street sweeper through the local Elgin dealer. The street sweeper to be purchased is a new 2021 Elgin Pelican Street Sweeper in the amount of \$211,224.00 from Sanitation Products Inc. of Sioux Falls, South Dakota. There is \$220,000.00 budgeted for this street sweeper purchase. Ordering the new street sweeper in December 2020 will ensure it will be ready and available for use in 2021, as the estimated delivery time is 5 months. Ordering in December 2020 will also save in the overall cost of the new street sweeper, as prices are projected to increase approximately 4% in 2021.

City staff recommends the purchase of a new 2021 Elgin Pelican Street Sweeper for \$211,224.00 from Sanitation Products Inc. of Sioux Falls, South Dakota based on the Sourcewell contract bid.


Respectfully submitted,



Corey Potts
Public Works Manager

Recommendation: It is recommended the City Commission approve Memorandum #20-226 for the purchase of a new 2021 Elgin Pelican Street Sweeper in the amount of \$211,224.00 for the Department of Public Works, Street Division from Sanitation Products Inc. of Sioux Falls, South Dakota, based on the Sourcewell contract.

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



Amy Leon, City Manager

Memorandum #20-228

To: City Commission
From: Finance Officer
Date: November 30, 2020
Subject: Write Off of Uncollectible Utility Accounts

Attached is Departmental Correspondence from Deputy Finance Officer, Lisa Yardley. Lisa has reviewed the uncollectible accounts and is recommending a write off of \$980.73. This is \$436.32 less than the last write off done in in November 2018 and is completed on an annual basis if needed. This year's write offs are comprised of four residential customers and one business. The total amount represents approximately 0.007% of our total operating revenues (approximately \$12,640,229.84) for water, waste water, and solid waste collection for the one-year period.

I would like to point out at this time that the philosophy behind penalties and enforcement of shut-offs, is to assess any increased expenses occurring from this process to the customers that caused these expenses rather than to absorb them and spread them among all the regular paying customers. When accounts are written off in the above manner, they technically become an expense to these regular customers. We currently have approximately 5,591 customers. This write off thus becomes an annual expense to these customers of approximately \$0.17 (compared to \$0.26 in 2018) per customer.

Attached is a list of accounts returned by the collection agency since December 2019 with the account holder's name and reason the account was returned.

It should be noted that although these accounts have been returned, the collection agency still keeps them on file for possible future collection. We also keep a list at the City Finance Office in case one of these customers' attempts to receive City utilities in the future. At that time, we will require payment of the old amount plus a deposit before a new account is authorized.

Good accounting practice dictates we remove old accounts receivable from our records on a regular basis.

The following are explanations of the reasons used on the list:

- Skipped – customer has left town with no forwarding address and all attempts to locate them have been unsuccessful
- Imprisonment – customer in prison-unable to collect
- Bankruptcy-no legal ability to collect
- Deceased-no assets at time of death to allow collection

- Uncollectible – the collection agency has made numerous contacts with the customer but is unable to obtain payment. The agency notes that the individuals are uncooperative, refuse payment, are often credit abusers and cannot force payment. Litigation is at times filed to garnish wages but these attempts are unsuccessful.

The accounts in question were returned by the collection agency as uncollectible, so all possible avenues have been exhausted. Therefore, I request the Board of City Commissioners write off the uncollectible accounts as authorized by SDCL 9-22-4 (see below).

9-22-4. Assignment of delinquent accounts receivable--Disposition of uncollectible accounts. Every municipality may assign for collection any or all delinquent accounts receivable. After reasonable collection efforts the governing body may determine that an account is uncollectible, and by formal action direct that the uncollectible amount be removed from the records and disclosed on that year's financial report. Evidence of the debt removed from the records by the formal action of the governing body shall be retained by the municipality to support possible subsequent collection of that debt.

Source: SDC Supp 1960, § 45.0201-1 (23) as added by SL 1964, ch 138; SL 1974, ch 74; SL 1979, ch 57.

It is recommended that the City Commission authorize the write-off of \$980.73 as uncollectible per SDCL 9-22-4.

Respectfully Submitted,



Al Viereck
Finance Officer

I concur with this recommendation.

I do not concur with this recommendation.



Amy Leon, City Manager

Departmental Correspondence

To: Finance Officer
From: Deputy Finance Officer
Date: November 30, 2020
Subject: Utilities - Accounts Receivable Write Off

As authorized in SDCL 9-22-4, I am recommending the Board of Commissioners write off the attached utility accounts in the amount of \$980.73 against the reserve balance of \$100,607.61. Utility accounts were sent to a local collection agency and have been returned as uncollectible due to a number of reasons. Reasons they are uncollectible include: skipped-17%, bankruptcy-32%; and deceased-50%. The \$980.73 has accumulated since the prior year write off and represents account balances from 2017 through November 2019 as follows: 2017-\$408.95, 2018-\$1,417.05, and 2019-\$0. This reflects 0.6% of all delinquent accounts receivable. Delinquent accounts are categorized as follows:

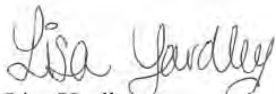
Customers on Service (30 days delinquent)	\$ 41,836.48
Credit Collection Agency	\$ 113,954.58
Uncollectible	\$ 980.73
Total Delinquent Accounts Receivable	<u>\$ 156,771.79</u>

The aged analysis of the accounts receivable remaining at the Credit Collection Service as of November 2020 is:

30 days or less	\$ 187.75
30 to 60 days	\$ 3,987.06
60 to 90 days	\$ 33,697.35
Over 90 days	\$ 40,880.07
Over 120 days	\$ 35,202.35
Total	<u>\$ 113,954.58</u>

I have attached documentation on those accounts that we request be removed from our records and to be disclosed on the City's 2020 financial report.

Respectfully submitted,



Lisa Yardley
Deputy Finance Officer

Utility Write Offs - November 2020

<u>ACCOUNT</u>	<u>AMOUNT</u>	<u>NAME</u>	<u>REASON</u>
81-1454-01-01	\$ 278.30	Raymond, Robert	Deceased
81-1455-01-01	\$ 170.96	Mulford, Michael	Deceased
81-1456-01-01	\$ 312.84	Pizza Hut Inc #2791	Bankruptcy
81-1457-01-01	\$ 49.61	Drotzman, Brian	Deceased
81-1458-01-01	\$ 169.02	Cale, Meeka	Unable to Locate, No Info
TOTAL	\$ 980.73		

Memorandum #20-235

To: Amy Leon, City Manager
From: Jason Foote, Police Commander
Subject: Radar Purchase
Date: December 1, 2020

The adopted 2020 radar replacement budget provides funding of \$7,500.00 for the purchase of replacement stalker radar units. The radar units to be replaced are DS043320, DS043213, and DS043210. These radars were purchased in 2013 and need replaced. The 2013 radar units will be surplus.

The Yankton Police Department submitted a grant request to the Highway Safety Project for the purchase of these new radars. The grant was awarded to the Yankton Police Department allocating \$6,948.00 for the purchase of radar units.

I am submitting this request for the acquisition of 3 DSR 2 Antenna Radars for a total of \$8,685.00. According to the award agreement for the grant, this purchase is to be made before requesting reimbursement. After reimbursement from the grant our total paid from the \$7,500.00 budget will be \$1,737.00.

Therefore, it is recommended the radar units be purchased from Applied Concepts Inc. in the amount of \$8,685.00 based on the state bid award.

Respectfully submitted,



Jason Foote
Police Commander

Recommendation: It is recommended that the City Commission approve Memorandum #20-235 for the purchase of three (3) Stalker DSR Radars in the amount of approximately \$8,685.00 for the Yankton Police Department, Patrol Division, from Applied Concepts Inc. off of the state bid contract.

I concur with this recommendation.

I do not concur with this recommendation.



Amy Leon, City Manager

____ Roll call

RESOLUTION #20-88

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 SOLD OR DESTROYED

Stalker Radar Units	DS043213
Stalker Radar Units	DS043320
Stalker Radar Units	DI016867

Adopted:

Nathan V Johnson
Mayor

ATTEST:

Al Viereck
Finance Officer

Memorandum #20-212

To: Amy Leon, City Manager
From: Kyle Goodmanson, Environmental Services Director
Sage Chytka, Water Purification Plant Superintendent
Subject: Final Payment, Change Orders 7 and 8, and Acceptance of Water
Purification Plant
Date: December 14, 2020

The Water Purification Plant Project is complete. This project included 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 also included improvements to the Douglas Street intersection and replacement of the existing Riverside Park Lift Station. Façade improvements were also made to the existing 1972 facility including exterior facing to match the new facility. Office and garage space were added to replace the 1929 facility.

The attached Change Order No. 7 increased the final project cost by \$256,596.06. The largest portion being removal and disposal of contaminated soils. The attached Change Order No. 8 increased the final project cost by \$111,794.00. The largest portion being the addition of an underground transfer pipe between reservoirs.

The project work has been completed in accordance with the contract documents. The contractor has agreed to correct several items as contract warranty including seeding and reseeded some area within the construction site.

The final contract price was \$867,939.77 greater than the original contract price of \$34,012,000 for a final project cost of \$34,879,939.77. A 2.55% increase over the original contract price.

City staff has reviewed the project, change orders, and the final pay request. We recommend approval of Change Order No. 7 and 8 and that the project be accepted and that the City Finance Officer be authorized to issue a manual check in the amount of \$241,075.05 to John T. Jones Construction, Company.

Respectfully submitted,



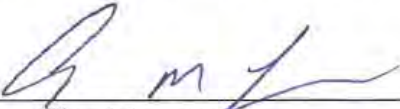
Kyle Goodmanson
Environmental Services Director

_____ Roll call

Recommendation: City staff recommends approval of Change Orders No. 7 and 8 and that the project be accepted and that the City Finance Officer be authorized to issue a manual check in the amount of \$241,075.05 to John T. Jones Construction, Company.

I concur with the recommendation.

I do not concur with the recommendation.



Amy Leon, City Manager

____ Roll call



November 30, 2020

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

Re: Contractor Pay Request No. 39 and Final
Yankton - Water Purification Facility Expansion
Yankton, SD, City Project No. ES16-3

Dear Mr. Goodmanson,

Enclosed is John T. Jones Construction Company's final pay request #39 for the Water Purification Facility Expansion, Project No. ES16-3. The pay request amount is \$241,075.05.

The pay request includes amounts for work completed with regards to signage landscaping, fencing, change order #7 and final change order #8.

We have reviewed the application and have determined that it is consistent with the work completed. It is recommended the City approve payment to John T. Jones for the final Pay Request #39 in the full amount.

Please contact me with any questions regarding this pay application.

Sincerely,

HDR ENGINEERING, INC

A handwritten signature in blue ink that reads "Todd J. Mergen".

Todd J. Mergen, P.E.
Construction Manager

Cc(electronic): Tim Vanderzanden – John T. Jones Construction Co.

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

TO (OWNER): City of Yankton
 HDR Engineering
 6300 S. Old Village Place, Suite 100
 Sioux Falls, SD 57108

PROJECT: Water Purification Facility Expansion
 101 W Riverside Dr
 Yankton, SD 57078

APPLICATION NO: 39 - FINAL
 Period Ending: 11/30/20

FROM (CONTRACTOR):
 JOHN T. JONES CONSTRUCTION CO.
 P.O. BOX 2424
 FARGO, ND 58108

Project NO.: HDR #223788
 Owner Project #ES16-3

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

CHANGE ORDER SUMMARY		
Change Orders approved in previous months by Owner	ADDITIONS	DEDUCTIONS
TOTAL		
Approved this month		
Number	Date Approved	
1	11/2/2017	\$135,602.64
2	2/8/2018	\$43,155.00
3	8/22/2018	\$30,881.07
4	3/26/2019	\$241,014.00
5	8/15/2019	\$48,897.00
7	4/23/2020	\$256,596.06
8	12/8/2020	\$111,794.00
TOTALS		\$867,939.77
Net change by Change Orders		\$0.00

The undersigned Contractor certifies that to the best of the Contractors 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.


1. ORIGINAL CONTRACT SUM..... \$34,012,000.00
2. Net change by Change Orders..... \$867,939.77
3. CONTRACT SUM TO DATE (Line 1 + 2)..... \$34,879,939.77
4. TOTAL COMPLETED & STORED TO DATE..... \$34,879,939.77
(Column G on G703)
5. RETAINAGE
 a. % of Completed Work.....
 (Column D+E on G703)
 b. % of Stored Material.....
 (Column F on G703)
 Total Retainage (Line 5a + 5b or Total in Column I of G703).....
6. TOTAL EARNED LESS RETAINAGE..... \$34,879,939.77
(Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)..... \$34,638,864.72
8. CURRENT BALANCE DUE..... \$241,075.05
9. BALANCE TO FINISH, PLUS RETAINAGE..... \$0.00
(Line 3 less Line 6)

CONTRACTOR: John T. Jones Construction

By:  Date: 11/30/2020
 Subscribed and sworn this ___ day of ___, 20__
 Notary _____ SEAL
 County of Cass State of ND

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on the onsite observations and the data comprising the above 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..... \$241,075.05
 (Attach explanation if amount certified differs from amount applied for.)
ARCHITECT: 

By: _____ Date: 30 Nov 2020

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.

NOT APPLICABLE

City of Yankton (Owner):

By: _____ Date: _____

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Documents G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached. In tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for items may apply.

APPLICATION NUMBER: 39 - FINAL
 APPLICATION DATE: 11/30/20
 PERIOD TO:
 CONTRACT NO.:

A ACTIVE NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED FROM PREVIOUS APPLICATION (D+E)	E WORK COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D O R E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G/C)	I Retainage
1	General Conditions/Mobilization							
a	Bonds/Insurance	\$263,429.00	\$263,429.00	\$0.00	\$0.00	\$263,429.00	100.00%	\$0.00
b	Mobilization	\$3,283,446.00	\$3,283,446.00	\$0.00	\$0.00	\$3,283,446.00	100.00%	\$0.00
c	Submittals	\$176,228.00	\$176,228.00	\$0.00	\$0.00	\$176,228.00	100.00%	\$0.00
d	Construction Progress Schedule and Phasing	\$21,000.00	\$21,000.00	\$0.00	\$0.00	\$21,000.00	100.00%	\$0.00
e	Survey/Layout	\$24,000.00	\$24,000.00	\$0.00	\$0.00	\$24,000.00	100.00%	\$0.00
f	Facility Startup	\$65,000.00	\$65,000.00	\$0.00	\$0.00	\$65,000.00	100.00%	\$0.00
g	Demo	\$245,000.00	\$245,000.00	\$0.00	\$0.00	\$245,000.00	100.00%	\$0.00
h	Traffic Control	\$18,500.00	\$18,500.00	\$0.00	\$0.00	\$18,500.00	100.00%	\$0.00
3	Concrete							
a	Cast In Place Concrete	\$6,486,223.00	\$6,486,223.00	\$0.00	\$0.00	\$6,486,223.00	100.00%	\$0.00
b	Precast Concrete	\$1,370,000.00	\$1,370,000.00	\$0.00	\$0.00	\$1,370,000.00	100.00%	\$0.00
4	Masonry							
a	Masonry	\$1,550,000.00	\$1,550,000.00	\$0.00	\$0.00	\$1,550,000.00	100.00%	\$0.00
5	Metal Fabrications							
a	Metal Fabrications	\$365,000.00	\$365,000.00	\$0.00	\$0.00	\$365,000.00	100.00%	\$0.00
6	Woods and Plastics							
a	Rough Carpentry	\$17,880.00	\$17,880.00	\$0.00	\$0.00	\$17,880.00	100.00%	\$0.00
b	Cabinets	\$26,950.00	\$26,950.00	\$0.00	\$0.00	\$26,950.00	100.00%	\$0.00
c	FRP Fabrications	\$7,790.00	\$7,790.00	\$0.00	\$0.00	\$7,790.00	100.00%	\$0.00
7	Thermal & Moisture Protection							
a	Building Insulation	\$6,470.00	\$6,470.00	\$0.00	\$0.00	\$6,470.00	100.00%	\$0.00
b	PVC Membrane Roofing	\$427,880.00	\$427,880.00	\$0.00	\$0.00	\$427,880.00	100.00%	\$0.00
c	Joint Sealants	\$98,100.00	\$98,100.00	\$0.00	\$0.00	\$98,100.00	100.00%	\$0.00
d	Expansion Joints	\$18,108.00	\$18,108.00	\$0.00	\$0.00	\$18,108.00	100.00%	\$0.00

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Documents G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
 In tabulations below, amounts are stated to the nearest dollar.
 Use Column 1 on Contracts where variable retainage for items may apply.

APPLICATION NUMBER: 39 - FINAL
 APPLICATION DATE: 11/30/20
 PERIOD TO:
 CONTRACT NO.:

A ACTIVITY NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED FROM PREVIOUS APPLICATION (D+E)	E WORK COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G/C)	I Retainage
8	Doors & Windows							
a	HMI Doors and Frames	\$13,500.00	\$13,500.00	\$0.00	\$0.00	\$13,500.00	100.00%	\$0.00
b	Aluminum Doors & Frames	\$234,821.00	\$234,821.00	\$0.00	\$0.00	\$234,821.00	100.00%	\$0.00
c	Flush Wood Doors and Frames	\$10,000.00	\$10,000.00	\$0.00	\$0.00	\$10,000.00	100.00%	\$0.00
d	Access Doors	\$12,884.00	\$12,884.00	\$0.00	\$0.00	\$12,884.00	100.00%	\$0.00
e	Overhead Doors	\$10,600.00	\$10,600.00	\$0.00	\$0.00	\$10,600.00	100.00%	\$0.00
f	Aluminum Storefronts	\$65,000.00	\$65,000.00	\$0.00	\$0.00	\$65,000.00	100.00%	\$0.00
g	Aluminum Windows	\$7,500.00	\$7,500.00	\$0.00	\$0.00	\$7,500.00	100.00%	\$0.00
h	Glass and Glazing	\$4,900.00	\$4,900.00	\$0.00	\$0.00	\$4,900.00	100.00%	\$0.00
9	Finishes							
a	Non Struct Metal Wall Framing	\$47,281.00	\$47,281.00	\$0.00	\$0.00	\$47,281.00	100.00%	\$0.00
b	Gypsum Board	\$121,000.00	\$121,000.00	\$0.00	\$0.00	\$121,000.00	100.00%	\$0.00
c	Ceramic Tile	\$88,715.00	\$88,715.00	\$0.00	\$0.00	\$88,715.00	100.00%	\$0.00
d	Acoustical Ceilings	\$92,034.00	\$92,034.00	\$0.00	\$0.00	\$92,034.00	100.00%	\$0.00
e	Acoustical Wall Panels	\$48,000.00	\$48,000.00	\$0.00	\$0.00	\$48,000.00	100.00%	\$0.00
f	Carpeting	\$12,674.00	\$12,674.00	\$0.00	\$0.00	\$12,674.00	100.00%	\$0.00
g	Epoxy Flooring	\$45,000.00	\$45,000.00	\$0.00	\$0.00	\$45,000.00	100.00%	\$0.00
h	Painting	\$697,356.00	\$697,356.00	\$0.00	\$0.00	\$697,356.00	100.00%	\$0.00
10	Specialties							
a	Chalkboards/Tackboards	\$1,863.00	\$1,863.00	\$0.00	\$0.00	\$1,863.00	100.00%	\$0.00
b	Signage	\$18,825.00	\$17,883.75	\$941.25	\$0.00	\$18,825.00	100.00%	\$0.00
c	Toilet Partitions	\$11,337.00	\$11,337.00	\$0.00	\$0.00	\$11,337.00	100.00%	\$0.00
d	Toilet Accessories	\$5,910.00	\$5,910.00	\$0.00	\$0.00	\$5,910.00	100.00%	\$0.00
e	Fire Extinguishers	\$3,015.00	\$3,015.00	\$0.00	\$0.00	\$3,015.00	100.00%	\$0.00
f	Metal Lockers	\$6,270.00	\$6,270.00	\$0.00	\$0.00	\$6,270.00	100.00%	\$0.00
g	Aluminum Canopies	\$60,430.00	\$60,430.00	\$0.00	\$0.00	\$60,430.00	100.00%	\$0.00
h	Exterior Clocks	\$10,185.00	\$10,185.00	\$0.00	\$0.00	\$10,185.00	100.00%	\$0.00
i	Misc Specialties	\$3,520.00	\$3,520.00	\$0.00	\$0.00	\$3,520.00	100.00%	\$0.00
11	Equipment							
a	Dock Equipment	\$800.00	\$800.00	\$0.00	\$0.00	\$800.00	100.00%	\$0.00
12	Furnishings							
a	Lab Casework	\$23,012.00	\$23,012.00	\$0.00	\$0.00	\$23,012.00	100.00%	\$0.00
b	Window Blinds	\$1,475.00	\$1,474.97	\$0.00	\$0.00	\$1,474.97	100.00%	\$0.00
c	Entry Mats	\$1,162.00	\$1,162.00	\$0.00	\$0.00	\$1,162.00	100.00%	\$0.00

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Documents G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
 In tabulations below, amounts are stated to the nearest dollar.
 Use Column I on Contracts where variable retainage for items may apply.

APPLICATION NUMBER: 39 - FINAL
 APPLICATION DATE: 11/30/20
 PERIOD TO:
 CONTRACT NO.:

A ACTIVITY NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED FROM PREVIOUS APPLICATION (D+E)	E WORK COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G/C)	I Retainage
13	Special Construction							
a	Baffle Curtains	\$9,510.00		\$9,510.00	\$0.00	\$9,510.00	100.00%	\$0.00
22	Plumbing							
a	Demo & Relocation of Existing Piping	\$9,780.00		\$9,780.00	\$0.00	\$9,780.00	100.00%	\$0.00
b	Underground & venting	\$135,240.00		\$135,240.00	\$0.00	\$135,240.00	100.00%	\$0.00
c	Roof & Overflow Drains	\$67,477.93		\$67,477.93	\$0.00	\$67,477.93	100.00%	\$0.00
d	Domestic Water Piping	\$110,250.23		\$110,250.23	\$0.00	\$110,250.23	100.00%	\$0.00
e	Plumbing & Insulation	\$71,000.00		\$71,000.00	\$0.00	\$71,000.00	100.00%	\$0.00
f	Plumbing Fixtures	\$115,881.84		\$115,881.84	\$0.00	\$115,881.84	100.00%	\$0.00
g	Gas Piping	\$49,700.00		\$49,700.00	\$0.00	\$49,700.00	100.00%	\$0.00
23	Heating, Ventilation, and Air-Conditioning (HVAC)							
a	Equipment	\$434,662.00		\$434,662.00	\$0.00	\$434,662.00	100.00%	\$0.00
b	Material	\$155,713.00		\$155,713.00	\$0.00	\$155,713.00	100.00%	\$0.00
c	Labor	\$280,000.00		\$280,000.00	\$0.00	\$280,000.00	100.00%	\$0.00
d	Misc Material	\$1,000.00		\$1,000.00	\$0.00	\$1,000.00	100.00%	\$0.00
e	Shop Drawings	\$5,000.00		\$5,000.00	\$0.00	\$5,000.00	100.00%	\$0.00
f	Subcontracts	\$168,000.00		\$168,000.00	\$0.00	\$168,000.00	100.00%	\$0.00
26	Electrical							
a	Mobilization	\$261,399.00		\$261,399.00	\$0.00	\$261,399.00	100.00%	\$0.00
b	Conduit & Fittings - Labor	\$443,958.00		\$443,958.00	\$0.00	\$443,958.00	100.00%	\$0.00
c	Conduit & Fittings - Material	\$633,809.00		\$633,809.00	\$0.00	\$633,809.00	100.00%	\$0.00
d	Wire & Cable - Labor	\$244,715.00		\$244,715.00	\$0.00	\$244,715.00	100.00%	\$0.00
e	Wire & Cable - Material	\$508,404.00		\$508,404.00	\$0.00	\$508,404.00	100.00%	\$0.00
f	Switchgear - Labor	\$72,288.00		\$72,288.00	\$0.00	\$72,288.00	100.00%	\$0.00
g	Switchgear - Material	\$940,218.00		\$940,218.00	\$0.00	\$940,218.00	100.00%	\$0.00
h	Fixtures - Labor	\$32,585.00		\$32,585.00	\$0.00	\$32,585.00	100.00%	\$0.00
i	Fixtures - Material	\$169,484.00		\$169,484.00	\$0.00	\$169,484.00	100.00%	\$0.00
j	Sub-Generator	\$100,463.00		\$100,463.00	\$0.00	\$100,463.00	100.00%	\$0.00
k	Sub-Fire Alarm	\$78,267.00		\$78,267.00	\$0.00	\$78,267.00	100.00%	\$0.00
l	Sub-Lighting Protection	\$25,829.00		\$25,829.00	\$0.00	\$25,829.00	100.00%	\$0.00
m	Sub-Data	\$20,626.00		\$20,626.00	\$0.00	\$20,626.00	100.00%	\$0.00
n	Sub-Misc.	\$49,973.00		\$49,973.00	\$0.00	\$49,973.00	100.00%	\$0.00

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Documents G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
 In tabulations below, amounts are stated to the nearest dollar.
 Use Column I on Contracts where variable retainage for items may apply.

APPLICATION NUMBER: 39 - FINAL
 APPLICATION DATE: 11/30/20
 PERIOD TO:
 CONTRACT NO.:

A ACTIVITY NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D		E WORK COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G/C)	I Retainage
			FROM PREVIOUS APPLICATION (D+E)	WORK COMPLETED THIS PERIOD					
31 Earthwork									
a	Earthwork	\$781,000.00		\$781,000.00		\$0.00	\$781,000.00	100.00%	\$0.00
b	Erosion Control	\$28,000.00		\$28,000.00		\$0.00	\$28,000.00	100.00%	\$0.00
c	Earth Retention System	\$738,000.00		\$738,000.00		\$0.00	\$738,000.00	100.00%	\$0.00
32 Exterior Improvements									
a	Concrete Pavement, Curb, Sidewalks	\$397,000.00		\$397,000.00		\$0.00	\$397,000.00	100.00%	\$0.00
b	Landscaping, Seeding, Retaining Wall, Pavers	\$115,000.00		\$109,250.00	\$5,750.00	\$0.00	\$115,000.00	100.00%	\$0.00
c	Irrigation System	\$27,000.00		\$27,000.00		\$0.00	\$27,000.00	100.00%	\$0.00
d	Fencing	\$30,000.00		\$7,500.00	\$22,500.00	\$0.00	\$30,000.00	100.00%	\$0.00
33 Utilities									
a	Underground Utilities	\$946,794.00		\$946,794.00		\$0.00	\$946,794.00	100.00%	\$0.00
b	CIPP Pipe	\$267,706.00		\$267,706.00		\$0.00	\$267,706.00	100.00%	\$0.00
c	Package Sewer Pump Station	\$38,000.00		\$38,000.00		\$0.00	\$38,000.00	100.00%	\$0.00
40 Process Interconnections									
a	DIP Process Piping	\$3,006,176.00		\$3,006,176.00		\$0.00	\$3,006,176.00	100.00%	\$0.00
b	Stainless Steel Piping	\$186,200.00		\$186,200.00		\$0.00	\$186,200.00	100.00%	\$0.00
c	PVC Process Piping	\$64,800.00		\$64,800.00		\$0.00	\$64,800.00	100.00%	\$0.00
d	Slide Gates	\$10,200.00		\$10,200.00		\$0.00	\$10,200.00	100.00%	\$0.00
e	Compressed Air Systems (Feifar)	\$79,119.00		\$79,119.00		\$0.00	\$79,119.00	100.00%	\$0.00
f	Pipe, Duct, and Equipment Installation	\$55,000.00		\$55,000.00		\$0.00	\$55,000.00	100.00%	\$0.00
g	Instrumentation	\$1,008,270.00		\$1,008,270.00		\$0.00	\$1,008,270.00	100.00%	\$0.00
41 Material Processing and Handling Equipment									
a	Hoist & Trolleys	\$37,860.00		\$37,860.00		\$0.00	\$37,860.00	100.00%	\$0.00
43 Process Handling, Purification, and Storage Equipment									
a	Magnetic Drive Centrifugal Pumps	\$156,328.00		\$156,328.00		\$0.00	\$156,328.00	100.00%	\$0.00
b	Peristaltic Metering Pumps	\$97,800.00		\$97,800.00		\$0.00	\$97,800.00	100.00%	\$0.00
c	Side Stream Air Injection	\$316,400.00		\$316,400.00		\$0.00	\$316,400.00	100.00%	\$0.00
d	Positive Displacement Blowers	\$78,539.00		\$78,539.00		\$0.00	\$78,539.00	100.00%	\$0.00
e	Vertical Turbine Pumps	\$528,142.00		\$528,142.00		\$0.00	\$528,142.00	100.00%	\$0.00
f	Submersible Pumps	\$14,467.00		\$14,467.00		\$0.00	\$14,467.00	100.00%	\$0.00
g	Fiberglass Reinforced Plastic Tanks	\$25,600.00		\$25,600.00		\$0.00	\$25,600.00	100.00%	\$0.00

CONTINUATION SHEET

AIA DOCUMENT G703

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APPLICATION NUMBER: 39 - FINAL
 APPLICATION DATE: 11/30/20
 PERIOD TO:
 CONTRACT NO.:

A ACTIVITY NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D		E WORK COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G/C)	I Retainage
			FROM PREVIOUS APPLICATION (D+E)	WORK COMPLETED THIS PERIOD					
46	Water and Wastewater Equipment								
a	Chemical Feed System	\$509,058.00		\$509,058.00	\$0.00	\$0.00	\$509,058.00	100.00%	\$0.00
b	Inclined Plate Settler	\$263,406.00		\$263,406.00	\$0.00	\$0.00	\$263,406.00	100.00%	\$0.00
c	Gravity Filters	\$477,815.00		\$477,815.00	\$0.00	\$0.00	\$477,815.00	100.00%	\$0.00
d	Cartridge Filter System (Harm)	\$116,320.00		\$116,320.00	\$0.00	\$0.00	\$116,320.00	100.00%	\$0.00
e	RO Feed Pumps (Harm)	\$225,400.00		\$225,400.00	\$0.00	\$0.00	\$225,400.00	100.00%	\$0.00
f	RO System (Harm)	\$1,787,500.00		\$1,787,500.00	\$0.00	\$0.00	\$1,787,500.00	100.00%	\$0.00
g	CIP System	\$273,794.00		\$273,794.00	\$0.00	\$0.00	\$273,794.00	100.00%	\$0.00
	Change Orders								
1	Landfill Disposal Fee (8,937.94ton @ \$11.41/ton)	\$53,855.52		\$101,981.90	\$0.00	\$0.00	\$101,981.90	189.36%	\$0.00
1	Truck Loading Fee (375 loads @ \$54.60/load)	\$10,756.20		\$20,475.00	\$0.00	\$0.00	\$20,475.00	190.36%	\$0.00
1	Trucking Fee (562.5 hrs @ \$240.24/hr)	\$70,990.92		\$135,135.00	\$0.00	\$0.00	\$135,135.00	190.36%	\$0.00
2	CPR 4,6,7,8,9,10,12	\$43,155.00		\$43,155.00	\$0.00	\$0.00	\$43,155.00	100.00%	\$0.00
3	CPR 13, 14, 15, 16	\$30,881.07		\$30,881.07	\$0.00	\$0.00	\$30,881.07	100.00%	\$0.00
4	CPR 19,21,23,24,27	\$241,014.00		\$241,014.00	\$0.00	\$0.00	\$241,014.00	100.00%	\$0.00
5	CPR 18,25,26,28-39	\$48,897.00		\$48,897.00	\$0.00	\$0.00	\$48,897.00	100.00%	\$0.00
6	No Cost	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
7	CPR 40-64 (less 57&62)	\$256,596.06		\$121,331.20	\$13,275.63	\$0.00	\$134,606.83	52.46%	\$0.00
8	CPR 65-75, 78-80	\$111,794.00		\$0.00	\$111,794.00	\$0.00	\$111,794.00	100.00%	\$0.00
	Change Orders Total	\$867,939.77		\$742,870.17	\$125,069.63	\$0.00	\$867,939.80	100.00%	\$0.00
	TOTAL	\$34,879,939.77		\$34,725,678.89	\$154,260.88	\$0.00	\$34,879,939.77	100.00%	\$0.00



March 24, 2020

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

Re: Change Order No. 7
Yankton - Water Purification Facility Expansion
Yankton, SD, City Project No. ES16-3

Dear Mr. Goodmanson,

Enclosed are three (3) copies of Change Order No. 7 for the Water Purification Facility Expansion.

Change Order No. 7 is for the following items:

	<u>Description</u>	<u>Amount</u>
1.	<u>CPR #40 – Light in communication room and blower fan deduct</u> A light fixture in the communication room was not shown on the drawings. One (1) new light is recommended for this room. The blowers in the lower level room 107 do not require a separate fan circuit therefore resulting in deducting out the noted circuit on the plan documents. No change in days.	(\$1,065.00)
2.	<u>CPR #41 – Field modify control valves with incorrect pneumatic actuators</u> Ten (10) control valves are required to be switched around within the project to meet the specific function of the system. No additional valves were required. Change is labor only. No change in days.	\$1,195.00
3.	<u>CPR #42 – Door panic hardware</u> Add panic bars on door 211A for the Sodium Hypochlorite room. Install push/pull hardware on door 218A for the Antiscalant room. No change in days.	\$6,914.00
4.	<u>CPR #43 – 6-inch magnetic meter on suction piping to influent air injection pumps and sample tap on the 24-inch finished water line</u> A. Add meter on the suction side of the aeration pumps to correctly meter raw water to the new plant. B. Add an additional sample tap on the 24-inch finished water line further away from the chemical injection points to provide more detention time before sampling. C. Ten (10) days added.	\$13,139.00

	<u>Description</u>	<u>Amount</u>
5.	<u>CPR #44 – Electrical power for heater in stairway S2</u> Provides electrical power to unit heater EUH-05 in stairway S2. The electrical power was not shown on the plans for the heater in stairway S2. No days added.	\$3,012.00
6.	<u>CPR #45 – 3-inch vent pipe on 36-inch filter influent piping</u> Provides a 3-inch vent on the 36-inch gravity filter influent piping. Air is getting trapped and bubbling out in the 36-inch pipe and bubbling out in the 24-inch influent pipe to filter #6. No days added.	\$4,183.00
7.	<u>CPR #46 – Reduce plate settler blow-down discharge piping</u> Reduces the section of blow-down discharge piping from the plate settler to a 4-inch and add a 4-inch ball valve to allow for throttling of discharge. The purpose of the change is to reduce the splashing from discharge of the blow-down piping. No days added.	\$6,931.00
8.	<u>CPR #47 – Brick for the planter wall along the sidewalk ramp</u> Adds brick to the main entrance planter wall. It was determined that installing brick in this location would add to the appearance of the main entrance. No days added.	\$6,287.00
9.	<u>CPR #48 – Relocate flow meter FE-910 and piping</u> Relocates the flow meter and piping from downstream of the plate settler to upstream of the plate settler. This will allow for more accurate flow readings. No days added.	\$4,260.00
10.	<u>CPR #49 – New suction line taps for filter effluent</u> Provides additional 1-inch taps on the 16-inch filter effluent lines upstream of the flow control valves and extends the 1-inch suction piping for the sample pumps (SMPP 003 and 004) to these new sample taps. The current sample pumps periodically lose prime as a result of reduced pressure and air on the taps downstream of the filter effluent flow control valves. No days added.	\$4,255.00
11.	<u>CPR #50 – Silt Density Index (SDI) testing kit for Reverse Osmosis (RO)</u> Provides SDI testing kit similar to the testing apparatus used by the RO provider (Harn) for startup testing and operator training. The kit will allow the City staff the ability to perform ongoing testing with equipment they are trained on. No days added.	\$1,900.00
12.	<u>CPR #51 – Additional startup chemicals</u> Provides additional quantities of chemicals for startup and demonstration period. No days added.	\$16,168.00

13. CPR #52 – Change level sensor LT-200 for detention tank
Due to the proximity to the detention tank walls and other mounting restrictions, this change replaces the radar level transmitter with a submersible level transmitter type. No days added. \$3,615.00

14. CPR #53 – Reconfigure ORP sample line at RO forwarding pump header
Extends the Oxidation Reduction Potential (ORP) sample line above the 16-inch Reverse Osmosis Forwarding (ROF) piping to prevent water to continue to drain from the 16-inch ROF piping when the forwarding pumps are shut down. Install a vacuum breaker at the high point of the sample line to prevent siphoning when the system is shut down. No days added. \$1,203.00

15. CPR #54 - Revise control logic to match control loop descriptions
Provides Programmable Logic Controller (PLC) and Human Machine Interface (HMI) programming to best operate the plant with regards to flow, filter water level, aeration pump control, trim control of effluent control valves, filter backwash sequence, high-high blower discharge pressure alarms, logic for control of backwash reclaim pumps/control valves, modify plate settler blowdown valve control, and to modify control logic for coagulant feed pumps. No days added. \$13,147.00

16. CPR #55 - Provide 24-inch static mixer in 24-inch finished water line
Provides 24-inch static mixer to improve mixing of the chemicals added to the finish water for consistent control and adjustment of chemicals. No days added \$30,335.00

17. CPR #56 - Reinforce garage door lintel and jams and public restroom opening. Construct a paver drainage channel at the exterior main entrance plaza
 - A. The garage door openings and south restroom opening require additional reinforcing of ½" painted steel plates. No days added. \$27,371.00
 - B. Provides an exterior drainage channel along the east side of the paver plaza at the main entrance to allow rainwater to discharge through the planter wall. No days added.

18. CPR #58 - Credit for wall/ceiling acoustical panels
This is a credit to not manufacture or install the remaining 64 acoustical wall/ceiling panels. The remaining wall/ceiling space is limited for additional acoustical panels due to the amount of plant equipment installed. No days added. (\$22,500.00)

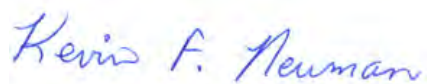
19. CPR #59 – Credit for steel garage doors versus aluminum doors
This credit is to change from the specified aluminum garage doors to steel powder coat doors. Insulated aluminum doors in the specified size is not common. No days added. (\$1,640.00)

20.	<u>CPR #60 - Convert Sodium Permanganate feed system to Sodium Bisulfite feed system</u> This change re-purposes the Sodium Permanganate room 104 to a Sodium Bisulfite room. After plant start-up it was determined that Sodium Permanganate will not be required to operate the plant on a regular basis. Utilizing the storage tank and the chemical load-out station for the delivery and use of Sodium Bisulfite will enhance plant operations. No days added.	\$23,104.00
21.	<u>CPR #61 – Additional contaminated south and southwest area of Plant #2</u> This change is for the contaminated soil discovered in the excavated material in the south and southwest area of the existing Water Plant #2.	\$98,940.06
22.	<u>CPR #63 – Delete 14-inch water line cap at Levee St, Cap 12-inch line near reservoir #2 instead of inside of Plant #1 wet well, and add lock set to the garage unisex restroom</u> This change is omit capping the 14-inch line coming from Plant #1 out to Levee St., cap the 12-inch line coming from Plant #1 closer to reservoir #1 instead of at the wet the well, and add a lock set to the restroom in the garage.	\$2,566.00
23.	<u>CPR #64 - Additional lighting, outlets, MCC, sanitary sewer lift station alarm</u> This change would add additional lighting above the new filters, meter room and two other locations where light levels are low. Additional outlets for the meter room in the garage. Connecting the sanitary sewer lift station alarm panel to the plant's monitoring system. Adding manual/auto selector switch and stop/start switch to MCC 32 for the plate settler mixer.	\$13,276.00
The total amount of Change Order No. 7		\$256,596.06

The total of all Change Orders to date (CO No. 1, 2, 3, 4, 5, 6 and 7) is \$756,145.77 along with ten (10) additional days added to the contract as noted in CPR #43 for a total of 72 additional days. Please contact me with any questions regarding this Change Order.

Sincerely,

HDR ENGINEERING, INC



Kevin F. Newman, P.E.
Project Manager



November 24, 2020

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

Re: Change Order No. 8
Yankton - Water Purification Facility Expansion
Yankton, SD, City Project No. ES16-3

Dear Mr. Goodmanson,

Enclosed are three (3) copies of Change Order No. 8 for the Water Purification Facility Expansion.

Change Order No. 8 is for the following items:

	<u>Description</u>	<u>Amount</u>
1.	<u>CPR #65 – Transfer pipe and valve between Reservoir #2 and Reservoir #3</u> Larger redundant pipe required between the two existing reservoirs to reduce the head differential between the two tanks at higher flow rates and allow the tanks to more closely operate at a common water level during high demands.	\$85,366.00
2.	<u>CPR #66 – Modifications to add start and stop capability of sample pumps from the HMI in Control Room 223.</u> Modifications made to allow start and stop of the Sample Pumps from the HMIs in Control Room 223 when the local selector switches at the pumps are set in AUTO. A virtual ON/OFF switch was included on the HMIs for each sample pump.	\$0.00
3.	<u>CPR #67 – Extend exhaust ductwork from ERV-01 to area by detention tank.</u> Extended the exhaust ductwork to pull air from near the vents and reduce the chlorine odors at the upper level entrance.	\$1,417.00
4.	<u>CPR #68 – Remove red tile in existing filter area and replace with topping coat.</u> Existing red tile was removed and top coating applied so that the flooring would match the concrete flooring of the new building addition.	\$12,460.00
5.	<u>CPR #69 – Grass change deduct.</u> Substituted sod for the specified buffalo grass at the picnic shelter and sidewalk.	(\$3,682.00)

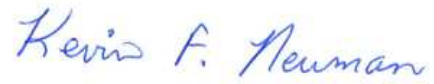
6.	<u>CPR #70 –Enlarge swing gate at generator screen enclosure.</u> Revised the swing gate to generator area from 3 feet to 5 feet.	\$1,006.00
7.	<u>CPR #71 – Emergency eyewash flow switches – 50/50 split of \$4,685.00 between HDR and JTJ.</u> The flow switches submitted and approved for the emergency stations would not recording flow and signaling an alarm when the eyewash portion of the station was being used. Switches were replaced with lower flow setting switches. The cost of \$4,684 was split between HDR and JTJ.	\$0.00
8.	<u>CPR #72 – Furnish and install actuated valves on Side Stream Air Injection Pumps.</u> Check valves were not sealing tight allowing water to leak back during pump shut-down. Manufacturer provided motor operated valves for positive seat at shut-down at no additional cost. However, electrical wiring was required from the pump controls to signal open and close of the valves, which resulted in additional costs, but benefit to the City.	\$5,043.00
9.	<u>CPR #73 – Bike path lighting tie into existing panel.</u> Connect existing site/bike path lighting to existing panel/photo eye. Included trenching from the existing box to relocated light pole. Excludes replacing ballasts and bulbs.	\$1,617.00
10.	<u>CPR #74 – Planter outlets relocation.</u>	\$0.00
11.	<u>CPR #75 – Inlet and piping for draining low spot at southeast area of building.</u> Water was ponding in a low spot of the concrete driveway near the overhead door on the eastside of the Maintenance Garage. An inlet with piping routed to the riverbank was installed to provide positive drainage from the area.	\$6,093.00
12.	<u>CPR #78 – Powder Coat Handrailing at Entrance Ramp Black</u> Powder coated the handrailing along the ramp at the front entrance black to match the handrailing in the other areas.	\$1,914.00
13.	<u>CPR #79 – Site Paving and Sidewalk Deduct</u> There were areas that site paving improvements were not incorporated into the project as originally shown on the contract documents due to a change in the scope of the work. A deduct was provided for the reduced amount of pavement and sidewalk.	(\$3,023.00)
14.	<u>CPR #80 – Repairs to Irrigation System at Meridian Bridge</u> Repairs to the existing irrigation system and expansion of the irrigation system was completed as out of scope work at the Meridian Bridge in the area used by the Contractor for parking and materials storage.	\$3,583.00
<u>The total amount of Change Order No. 8</u>		\$111,794.00

The total of all Change Orders to date (CO No. 1, 2, 3, 4, 5, 6, 7, and 8) is \$867,939.77 along with one-hundred, sixty-eight (168) additional days added to the contract for final completion as

noted in Change Order No. 8. Please contact me with any questions regarding this Change Order.

Sincerely,

HDR ENGINEERING, INC

A handwritten signature in blue ink that reads "Kevin F. Newman". The signature is written in a cursive style with a blue ink color.

Kevin F. Newman, P.E.
Project Manager

CHANGE ORDERPROJECT TITLE: City of Yankton Water Purification Facility ExpansionCHANGE ORDER NO.: 8PROJECT NO: City Project No. ES16-3DATE: November 20, 2020

DESCRIPTION: The following changes have been made to the contract documents.

1.	CPR #65 – Transfer pipe and valve between Reservoir #2 and Reservoir #3.	\$85,366.00
2.	CPR #66 – Modifications to add start and stop capability of the sample pumps from the HMI in Control Room 223.	\$0.00
3.	CPR #67 – Extend exhaust ductwork from ERV-01 to area by detention tank.	\$1,417.00
4.	CPR #68 – Remove red tile in existing filter area and replace with topping coat.	\$12,460.00
5.	CPR #69 – Grass change deduct.	(\$3,682.00)
6.	CPR #70 – Enlarge swing gate at generator screen enclosure.	\$1,006.00
7.	CPR #71 – Emergency eyewash flow switches – 50/50 split of \$4,685.00 between HDR and JTJ.	\$0.00
8.	CPR #72 – Furnish and install actuated valves on Side stream Air Injection Pumps.	\$5,043.00
9.	CPR #73 – Bike path lighting tie into existing panel.	\$1,617.00
10.	CPR #74 – Planter outlets relocation.	\$0.00
11.	CPR #75 – Inlet and piping for draining low spot at southeast area of building.	\$6,093.00
12.	CPR #78 – Powder Coat Handrailing at Entrance Ramp Black	\$1,914.00
13.	CPR #79 – Site Paving and Sidewalk Deduct	(\$3023.00)
14.	CPR #80 – Repairs to Irrigation System at Meridian Bridge	<u>\$3,583.00</u>

Total Amount of this Change Order**\$111,794.00**

JUSTIFICATION: See attached copies of CPR #65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 78, 79, and 80 for a description of the changes and justification for the changes.

Original Contract Amount:	\$34,012,000.00
Current Contract Amt. Adjusted by Previous Change Orders:	\$34,768,145.77
Contract Amt. due to this Change Order will be (increased) (decreased) by:	<u>\$111,794.00</u>
Contract Amount including this Change Order will be:	\$34,879,939.77

Final Completion Contract Time will be (**increased**) (**decreased**) by 168 daysSubstantial Completion Date will be December 6, 2019Final Completion Date for all work will be November 30, 2020

RECOMMENDED BY: Kevin F. Neumann
HDR Engineering, Inc. (Engineer)

APPROVAL:

ORDERED BY: _____
Director of Environmental Services, City of Yankton

ACCEPTED BY: John T. Jones
John T. Jones Construction (Contractor)



Change Proposal Request No: 65

(Not a Change Order)

Project Name:

Yankton - Water Purification Facility Expansion

HDR Project No:

10054142

Contractor:

John T. Jones
2213 7th Ave N
Fargo, ND 58102

Project Owner:

City of Yankton, SD

Owner's Project No. (If applicable):

ES16-3

Regulatory Agency Project No. (If applicable):

Initiated by

Engineer [] CM/Contractor

Date:

3/18/2020

Attention:

The following change in the contract on this project is proposed. Please provide your proposed price for the cost of this change.

- 1) A breakdown of cost SHALL be provided upon request by the Owner or Engineer.
- 2) Work shall not commence until authorized by the Owner.

Description of Proposed Change :

Core drill openings in the east wall of existing Reservoir #2 and the west wall of existing Reservoir #3 and provide 24" buried piping with resilient wedge gate valve between the existing reservoirs as shown on the attached marked up copy of Sheet 01C115B. Construct reinforced concrete collars at each exterior wall of the reservoirs at the pipe penetrations.

Reason for change is to reduce the differential head between the two tanks at higher flow rates and allow the tanks to more closely operate at a common water level during high demands.

Section No.:

Drawing No.:

01C115B

File Attachments:

Sheet 01C115B for CPR #65 - Transfer Piping Between Reservoir #2 and Reservoir #3.pdf

Kevin Newman

By

All work shall be in accordance with the terms, stipulations, and conditions of the original Contract Documents. If the work herein provided for is Approved by Change Order, the time of completion will be:

Increased [] Decreased Unchanged

by 0 calendar days.

This change will: Add [] Deduct [] Not Change

\$85,366.00

Tony V. [Signature]
General Contractor

4/20/20
Date

HDR Recommendation:

Recommend Acceptance

Do Not Recommend Acceptance

Kevin F. Tauman

By: HDR Engineering, Inc.

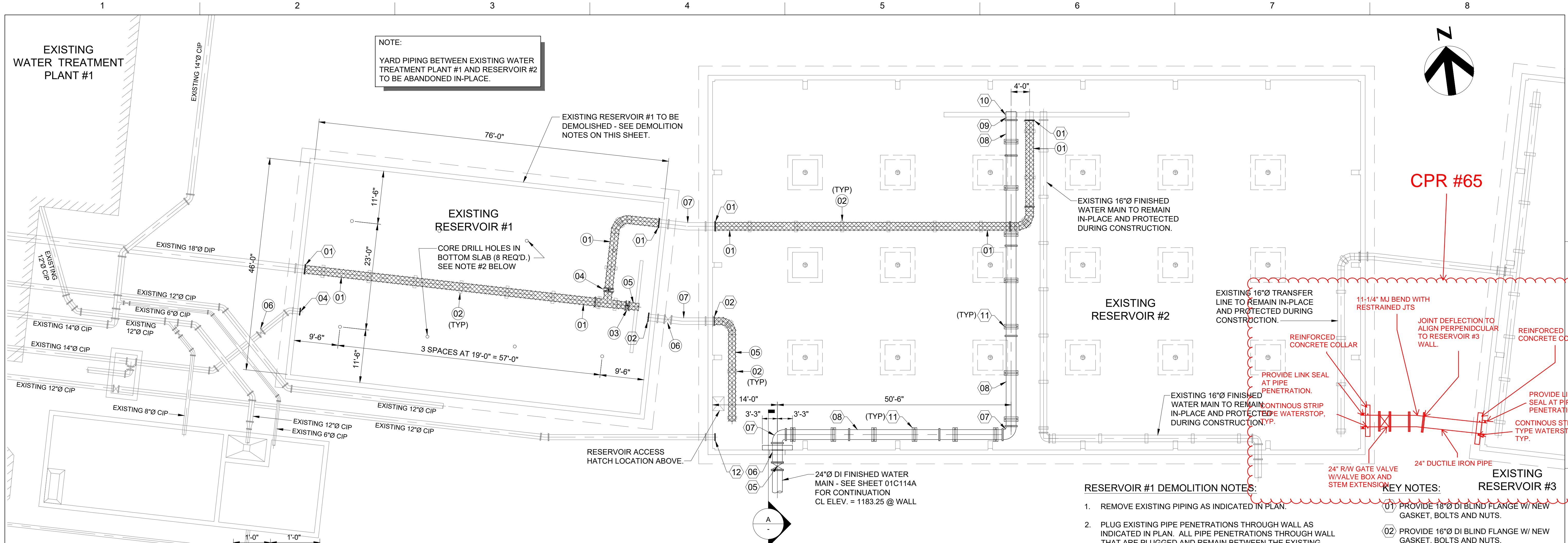
Date

Owner's Action:

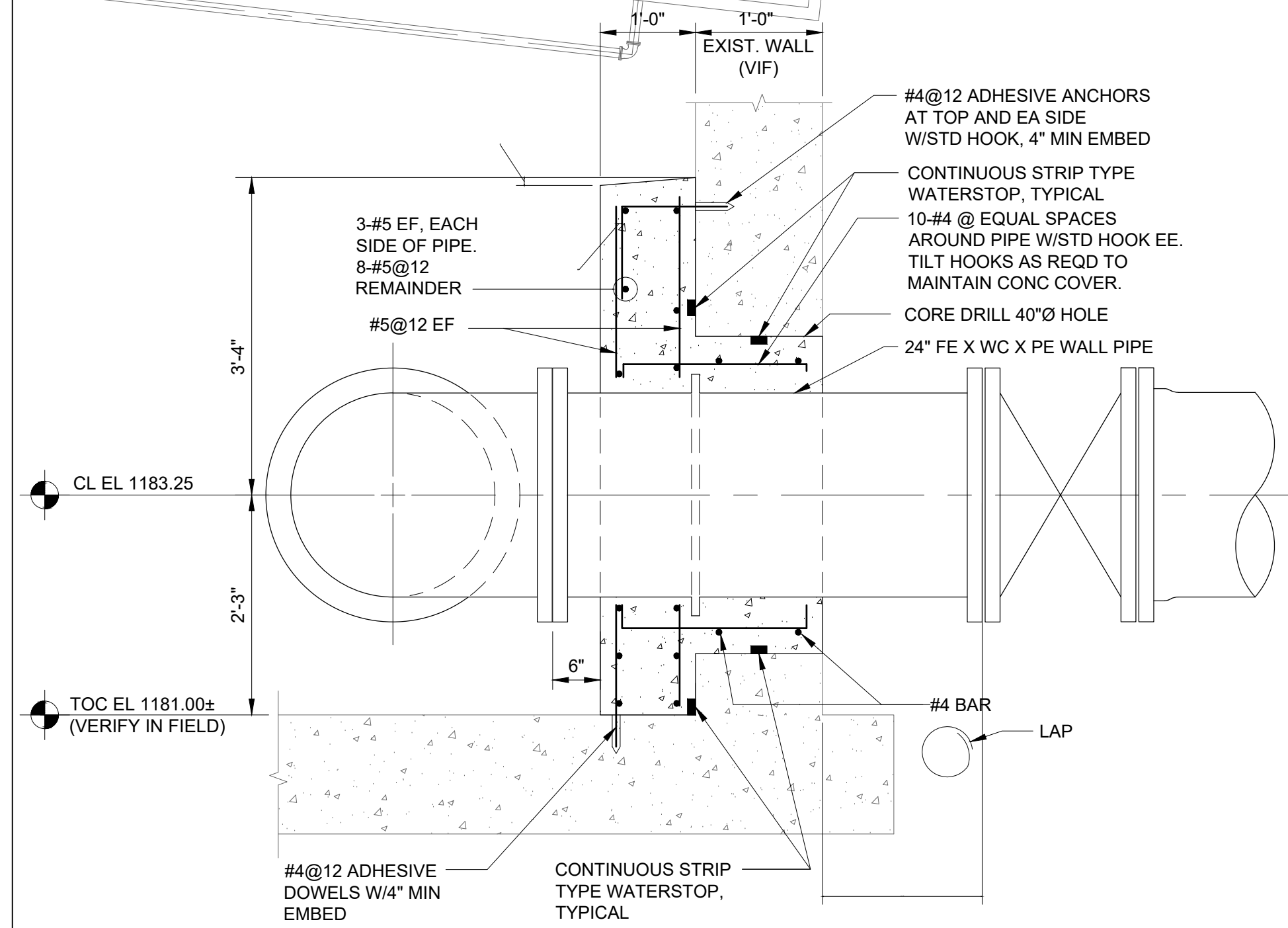
Accepted [] Not Accepted

[Signature]
By: Owner

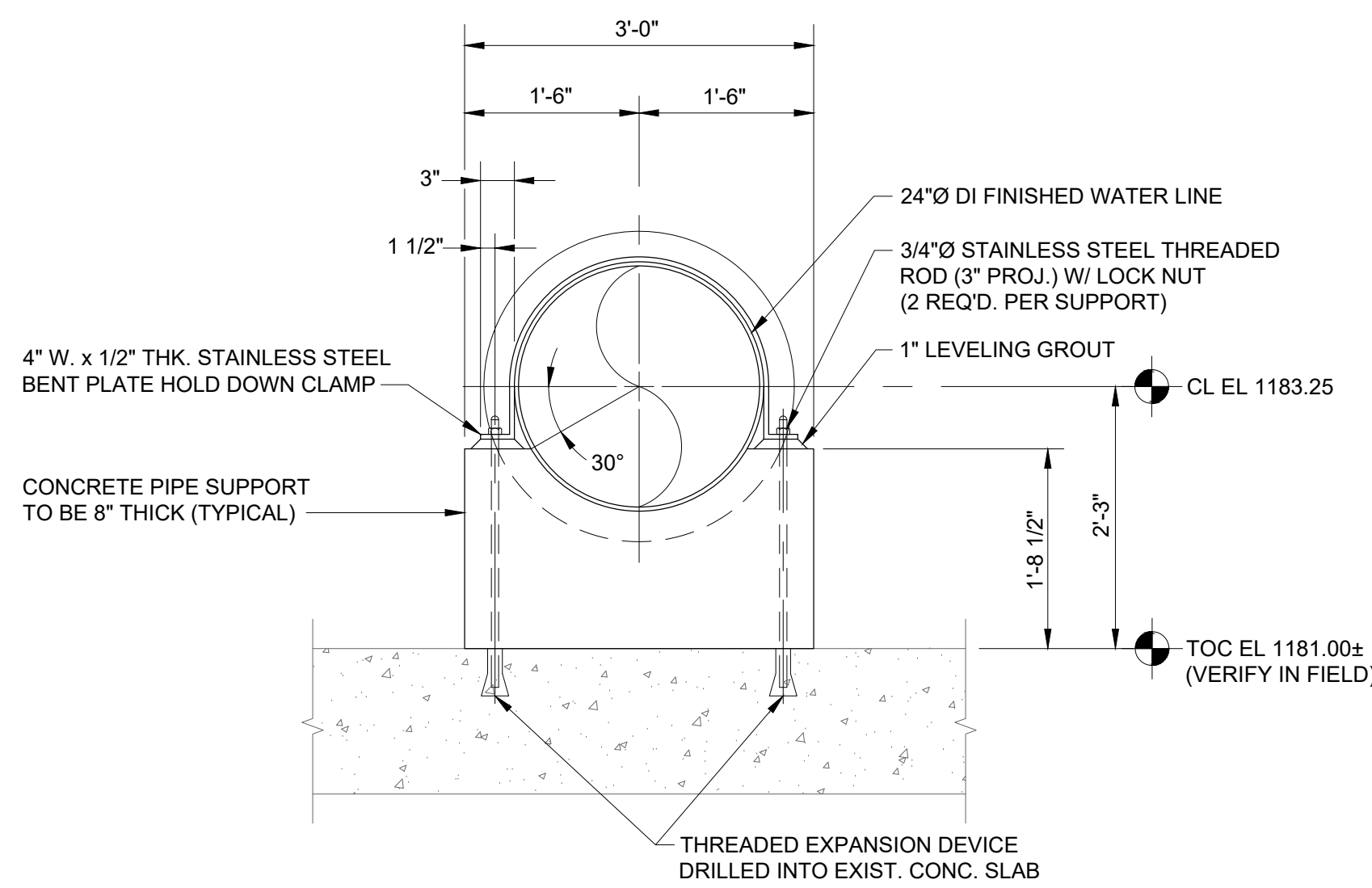
4/21/20
Date



EXISTING RESERVOIR PIPING MODIFICATION PLAN
SCALE: 3/32" = 1'-0"



SECTION A
SCALE: 3/4" = 1'-0"



PIPE SUPPORT DETAIL
SCALE: 3/4" = 1'-0"

RESERVOIR #1 DEMOLITION NOTES:

- REMOVE EXISTING PIPING AS INDICATED IN PLAN.
- PLUG EXISTING PIPE PENETRATIONS THROUGH WALL AS INDICATED IN PLAN. ALL PIPE PENETRATIONS THROUGH WALL THAT ARE PLUGGED AND REMAIN BETWEEN THE EXISTING PLANT AND RESERVOIR #2 SHALL BE PROTECTED BY THE CONTRACTOR DURING DEMOLITION ACTIVITIES.
- DEMOLISH REINFORCED CONCRETE TOP SLAB OF RESERVOIR INCLUDING REMOVAL OF ALL VENT PIPES AND ACCESS HATCHES. THE REINFORCED CONCRETE SIDE WALLS AND INTERIOR REINFORCED CONCRETE COLUMNS OF RESERVOIR TO BE DEMOLISHED TO A LINE 6 FOOT BELOW EXISTING GRADE. EXISTING VERTICAL WALL AND COLUMN REINFORCEMENT SHALL BE CUT TO FINISHED LINE OF DEMOLITION. ALL DEMOLITION MATERIAL SHALL BE HAULED OFF SITE TO A SUITABLE LANDFILL BY THE CONTRACTOR.
- CORE DRILL (8) - 3" DIAMETER HOLES IN BOTTOM SLAB OF RESERVOIR AT LOCATIONS SHOWN IN PLAN.
- PLACE 12" OF COMPACTED CRUSHED ROCK IN BOTTOM OF STRUCTURE.
- BACKFILL STRUCTURE UP TO LINE OF DEMOLITION WITH COMPACTED GRANULAR MATERIAL IN 6" LIFTS.
- PROVIDE SELECT BACKFILL MATERIAL COMPACTED TO 95% FROM TOP OF COMPACTED GRANULAR FILL TO 6" BELOW EXISTING GRADE. PROVIDE 6" OF TOP SOIL AND GRADE AREA TO DRAIN.
- SEED, FERTILIZE, AND MULCH AREA DISTURBED BY DEMOLITION ACTIVITIES.
- THE RESERVOIR DEPTH FROM BASE SLAB TO TOP OF TANK IS ESTIMATED AT 11 FEET. THERE IS ESTIMATED TO BE 2 FEET OF FILL OVER THE TOP OF THE TANK.

KEY NOTES:

- 01 EXISTING 18"Ø PIPE TO BE REMOVED.
- 02 EXISTING CONCRETE PIPE SUPPORTS TO REMAIN. CONTRACTOR SHALL REMOVE PIPE STRAP AND NUTS. TYP AT ALL PIPE SUPPORTS WHERE PIPE IS TO BE REMOVED.
- 03 EXISTING 16"Ø FLANGED BUTTERFLY VALVE AND ALL APPURTENANCES TO BE REMOVED AND TURNED OVER TO THE CITY.
- 04 EXISTING 18"Ø FLANGED BUTTERFLY VALVE AND ALL APPURTENANCES TO BE REMOVED AND TURNED OVER TO THE CITY.
- 05 EXISTING 16"Ø PIPE TO BE REMOVED.
- 06 EXISTING VALVE TO BE CLOSED AND VALVE BOX REMOVED.
- 07 EXISTING PIPE BETWEEN RESERVOIR #1 AND #2 TO BE FILLED WITH FLOWABLE GROUT AND ABANDONED IN-PLACE.

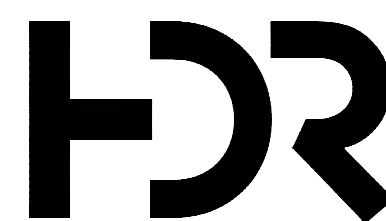
KEY NOTES:

- 01 PROVIDE 18"Ø DI BLIND FLANGE W/ NEW GASKET, BOLTS AND NUTS.
- 02 PROVIDE 16"Ø DI BLIND FLANGE W/ NEW GASKET, BOLTS AND NUTS.
- 03 NOT USED
- 04 PROVIDE 14"Ø DI BLIND FLANGE W/ NEW GASKET, BOLTS AND NUTS.
- 05 24"Ø R/W M.J. GATE VALVE W/ VALVE BOX AND STEM EXTENSION.
- 06 24"Ø DI FLANGED END BY PLAIN END WALL PIPE W/ SEEP RING.
- 07 24"Ø - 90° DI FLANGED BEND.
- 08 24"Ø DI FLANGED END x FLANGED END PIPE.
- 09 24"Ø x 22" LONG DI FLANGED END x PLAIN END PIPE.
- 10 CORE DRILL APPROPRIATE DIAMETER HOLE IN CONC. BAFFLE WALL FOR 24"Ø DI PIPE AND MODULAR MECHANICAL SEAL.
- 11 CONCRETE PIPE SUPPORT CRADLE WITH STAINLESS STEEL STRAP AT 10" MAX. SPACING. SEE DETAIL ON THIS SHEET.
- 12 PROVIDE 12"Ø DI BLIND FLANGE W/ NEW GASKET, BOLTS AND NUTS.

CITY OF YANKTON



SOUTH DAKOTA



ISSUE	DATE	DESCRIPTION
0	05/03/2017	CONFORMED DRAWINGS

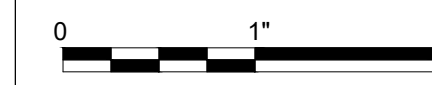
PROJECT MANAGER	STEVEN J. QUAIL
CIVIL	K. NEWMAN
STRUCTURAL	B. HOAGLAND
ARCHITECTURAL	D. THOMAS
PROCESS	K. NEWMAN
MECHANICAL	J. LEWIS
ELECTRICAL	K. GANSKOP
INSTRUMENTATION	D. PENNER
PROJECT NUMBER	135-223788



WATER PURIFICATION FACILITY EXPANSION

CITY OF YANKTON
YANKTON, SOUTH DAKOTA

2017



RESERVOIR PIPING MODIFICATION PLAN AND DETAILS

FILENAME: Clearwells 1-3.dwg
SCALE: AS NOTED

SHEET
01C115B

**Water Purification Facility Expansion
Yankton, SD**

PROPOSED CHANGE ORDER

JTJ PROJECT # 1702

REQUEST # 78-24" Revised
DATE 03/24/20

PROPOSED CHANGE: Add a 24" transfer line between reservoir 2 & 3, collar around penetrations on exterior

SUMMARY SHEET

1 MATERIAL			
2 Material Cost			36,209
3 Sales Tax	@	6.50%	2,354
4 Material Handling Cost	@	5%	1,810
5 Expendable Material Cost	@	5%	1,810
6 TOTAL MATERIAL COST			\$42,183
7 LABOR			
Manhours	156.0 @	\$41.00	\$6,396
Supervision	10.0 @	\$52.00	\$520
8 Fringe Benefits	156.0 @	\$10.67	\$1,665
9 Hourly Labor Cost			\$8,581
10 Labor Overhead	@	45%	\$3,861
11 Tool Replacement Cost	@	5%	\$429
12 TOTAL LABOR COST			\$12,871
13 EQUIPMENT COSTS			\$500
14 OTHER DIRECT COSTS			\$410
15	SUBTOTAL		\$55,964
16 MARKUP	@	15%	\$8,394.63
17	SUBTOTAL		\$64,359
18 SUBCONTRACT COST			\$16,850
19 MARKUP	@	5%	\$843
20 TOTAL SUB CONTRACT COST			\$17,693
21	SUBTOTAL		\$82,051
22 BOND COST	@	1%	\$821
23 BUILDERS RISK	@	1%	\$821
24 EXCISE TAX	@	2%	\$1,674
25	SUBTOTAL		\$85,366

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

25	CHANGE REQUEST TOTAL	\$85,366
	CONTRACT DURATION CHANGE REQUEST	0 DAYS

EQUIPMENT SHEET

EQUIPMENT DESCRIPTION -----	TIME USED ----	COST RATE ----	TOTAL COST ----	FOG COST ----
BACKHOES				
PC 300	0.00	\$150.00	\$0.00	\$0.00
PC 400/360	0.00	\$195.00	\$0.00	\$0.00
Kubota Mini Excavator	0.00	\$95.00	\$0.00	\$0.00
LOADERS/DOZERS				
KOMATSU WA320	0.00	\$100.00	\$0.00	\$0.00
KOMATSU D61	0.00	\$140.00	\$0.00	\$0.00
COMPACTORS				
DRUM	0.00	\$60.00	\$0.00	\$0.00
MAINTAINER - BLADE	0.00	\$90.00	\$0.00	\$0.00
CRANES				
50 TON HYDRO	0.00	\$150.00	\$0.00	\$0.00
MANITOWOC 777	0.00	\$220.00	\$0.00	\$0.00
WELDERS				
TRAILBLAZER	0.00	\$55.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00	\$0.00
PUMPS				
SYKES 8" WATER PUMP	0.00	\$10.00	\$0.00	\$0.00
CONCRETE PUMP	1.00	\$500.00	\$500.00	\$0.00
OTHER EQUIPMENT				
BOBCAT	0.00	\$60.00	\$0.00	\$0.00
FORKLIFT	0.00	\$70.00	\$0.00	\$0.00
EQUIPMENT FREIGHT				
TRUCKING	0.00	\$300.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00	\$0.00
		-----	-----	-----
TOTAL EQUIPMENT			\$500.00	
TOTAL FOG				\$0.00
TOTAL EQUIPMENT COST		\$500.00		

DIRECT COSTS

DESCRIPTION -----	TIME USED -----	COST RATE -----	LUMP SUM -----	TOTAL COST -----
ENGINEERING OR DESIGN				
OFFICER	0.00	\$160.00	0.00	\$0.00
PROJECT MANAGER	3.00	\$125.00	0.00	\$375.00
ADMIN. ASSISTANT	1.00	\$35.00	0.00	\$35.00
PROJECT ENGINEER	0.00	\$90.00	0.00	\$0.00
FIELD ENGINEER	0.00	\$75.00	0.00	\$0.00
OFFICE OVERHEAD EXPENSE				
ESTIMATING	0.00	\$50.00	0.00	\$0.00
DRAFTING	0.00	\$45.00	0.00	\$0.00
SCHEDULER	0.00	\$60.00	0.00	\$0.00
	0.00	\$0.00	0.00	\$0.00
TELEPHONE OR MAIL				
TELEPHONE	0.00	\$25.00	0.00	\$0.00
FAX TIME	0.00	\$30.00	0.00	\$0.00
COPIER TIME	0.00	\$15.00	0.00	\$0.00
REPRODUCIBLES	0.00	\$30.00	0.00	\$0.00
MAIL/OVERNIGHT	0.00	\$10.00	0.00	\$0.00
COMPUTER TIME				
COMPUTER	0.00	\$10.00	0.00	\$0.00
COMPUTER SCHEDULE	0.00	\$25.00	0.00	\$0.00
CAD	0.00	\$30.00	0.00	\$0.00
PLOTTING	0.00	\$40.00	0.00	\$0.00
TRAVEL EXPENSE				
SITE VISIT (CAR)	0.00	\$65.00	0.00	\$0.00
SITE VISIT (PLANE)	0.00	\$300.00	0.00	\$0.00
	0.00	\$0.00	0.00	\$0.00
OTHER EXPENSE				
Shop labor	0.00	\$41.00	0.00	\$0.00
Delivery	0.00	\$25.00	0.00	\$0.00
	0.00	\$0.00	0.00	\$0.00
PLAN/TAP FEES				
	0.00	\$0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00	\$0.00

TOTAL DIRECT COST		\$410.00		

SUBCONTRACTS

SUBCONTRACTOR #1

Slowey	\$13,000.00
Northwest Conc Cutting	\$2,750.00
Seeding	\$1,100.00
	\$0.00
	\$0.00

TOTAL	\$16,850.00

SUBCONTRACTOR #2

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

TOTAL	\$0.00

SUBCONTRACTOR #3

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

TOTAL	\$0.00

SUBCONTRACTOR #4

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

TOTAL	\$0.00

SUBCONTRACTOR TOTAL	\$16,850.00
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CORE & MAIN LP #245
 5145 211TH STREET W, PO BOX 249
 FARMINGTON MN 55044
 P (651) 463-6090 / F (651) 463-4554

JOB NAME: CPR 65 - CHANGE ORDER
 LOCATION: YANKTON, SD
 ENGINEER: HDR, INC.
 BID DATE: N/A

BID ID #: JP20-0320						PRICING COPY			
QTY	UoM	DESCRIPTION	LINING/ NOTES	LBS EA	LBS TOTAL	\$ NET/EA	\$ EXT	Line	
		THIS TAKEOFF REPRESENTS OUR INTERPRETATION OF THE PLANS & SPECS, AND IS OFFERED AS AN AID TO BIDDING. ALL MATERIALS ARE SUBJECT TO ENGINEER APPROVAL.							1
		THE IRON & STEEL MATERIALS QUOTED ON THIS PROJECT COMPLY WITH THE AMERICAN IRON AND STEEL ACT (AIS)							2
		ALT 1A - 24" WITH DOUBLE LINK-SEALS AT WALLS							3
2	EA	30" CORE DRILL	OTHERS	0	0			4	
112	EA	LS-575S LINK SEAL W/ 316 SS BOLT		0	0	\$32.53	\$3,643.36	5	
36	LF	24" CL 50 TYTON JOINT DIP	3-5 DAYS	98	3,532	\$85.32	\$3,071.52	6	
220	LF	24" POLYWRAP		0	0	\$1.48	\$325.60	7	
1	EA	24" MJ RW GATE VALVE	3-4 DAYS	2,300	2,300	\$17,613.64	\$17,613.64	8	
1	EA	7'-8" ADJUSTABLE CS VALVE EXTENSION STEM		0	0	\$118.65	\$118.65	9	
1	EA	668-S VALVE BOX COMPLETE DOMESTIC		0	0	\$220.00	\$220.00	10	
1	EA	24" DI C110 MJ 11 BEND L/ACC	2-3 DAYS	770	770	\$4,297.52	\$4,297.52	11	
4	EA	24" MJ GASKET - SBR		3	12	\$23.15	\$92.60	12	
4	EA	24" MJ RESTRAINT FOR DIP	3-4 DAYS	139	566	\$360.78	\$1,443.12	13	
64	EA	3/4" X 5" COR-BLUE T-HEAD BOLT & NUT		1	64	\$4.65	\$297.60	14	
1	EA	TAXABLE FREIGHT		0	0	\$1,500.00	\$1,500.00	15	
		<u>SUBTOTAL, LESS TAX, ALT 1A:</u>				<u>7,234</u>		<u>\$32,623.61</u>	16
		ALT 1B - 24" WITH TAPT MJ WALL PIPE							17
2	EA	36" CORE DRILL	OTHERS	285	570	\$3,708.75	\$7,417.50	18	
2	EA	24" TAPT MJ X PE DIP 20" WWC	5-6 DAYS	98	3,532	\$85.32	\$3,071.52	19	
36	LF	24" CL 50 TYTON JOINT DIP	3-5 DAYS	0	0	\$1.48	\$325.60	20	
220	LF	24" POLYWRAP		0	0	\$17,613.64	\$17,613.64	21	
1	EA	24" MJ RW GATE VALVE	3-4 DAYS	2,300	2,300	\$118.65	\$118.65	22	
1	EA	7'-8" ADJUSTABLE CS VALVE EXTENSION STEM		0	0	\$220.00	\$220.00	23	
1	EA	668-S VALVE BOX COMPLETE DOMESTIC		0	0	\$220.00	\$220.00	24	
1	EA	24" DI C110 MJ 11 BEND L/ACC	2-3 DAYS	770	770	\$4,297.52	\$4,297.52	25	
6	EA	24" MJ GASKET - SBR		3	18	\$23.15	\$138.90	26	
6	EA	24" MJ RESTRAINT FOR DIP	3-4 DAYS	139	834	\$360.78	\$2,164.68	27	
2	EA	24" TAPT MJ STUD PACK 304 SS		0	0	\$81.15	\$162.30	28	
64	EA	3/4" X 5" COR-BLUE T-HEAD BOLT & NUT		1	64	\$4.65	\$297.60	29	
1	EA	TAXABLE FREIGHT		0	0	\$1,500.00	\$1,500.00	30	
		<u>SUBTOTAL, LESS TAX, ALT 1B:</u>				<u>8,088</u>		<u>\$37,327.91</u>	31
		ALT 2A - 30" WITH DOUBLE LINK-SEALS AT WALLS							32
2	EA	36" CORE DRILL	OTHERS	0	0	\$16.16	\$2,585.60	33	
160	EA	LS-475S LINK SEAL W/ 316 SS BOLT		0	0	\$138.56	\$5,542.40	34	
40	LF	30" CL 52 TYTON JOINT DIP	3-5 DAYS	150	6,012	\$1.82	\$400.40	35	
220	LF	30" POLYWRAP		0	0	\$1.82	\$400.40	36	
1	EA	30" MJ RW GATE VALVE W/ BEVEL GEAR OP & 2" NUT	3-4 DAYS	2,300	2,300	\$27,840.91	\$27,840.91	37	
1	EA	7'-8" ADJUSTABLE CS VALVE EXTENSION STEM		0	0	\$118.65	\$118.65	38	
1	EA	668-S VALVE BOX COMPLETE DOMESTIC		0	0	\$220.00	\$220.00	39	
1	EA	30" DI C153 MJ 11 BEND L/ACC	2-3 DAYS	800	800	\$3,788.05	\$3,788.05	40	
		QUOTING C153 ILO C110, WHICH IS NOT AVAILABLE							41
4	EA	30" MJ GASKET - SBR		4	17	\$55.72	\$222.88	42	
4	EA	30" MJ RESTRAINT FOR DIP	3-4 DAYS	197	788	\$825.67	\$3,302.68	43	
80	EA	1" X 6" COR-BLUE T-HEAD BOLT & NUT		1	96	\$9.65	\$772.00	44	
1	EA	TAXABLE FREIGHT		0	0	\$1,500.00	\$1,500.00	45	
		<u>SUBTOTAL, LESS TAX, ALT 2A:</u>				<u>10,013</u>		<u>\$46,293.57</u>	46

BID ID #: JP20-0320

QTY	UoM	DESCRIPTION	LINING/ NOTES	LBS EA	LBS TOTAL	PRICING COPY		Line
						\$ NET/EA	\$ EXT	
		ALT 2B - 30" WITH TAPT MJ WALL PIPE						60
2	EA	42" CORE DRILL	OTHERS					61
2	EA	30" TAPT MJ X PE DIP 2'0" W/WC	5-6 DAYS	783	1,566	\$6,143.75	\$12,287.50	62
40	LF	30" CL 52 TYTON JOINT DIP	3-5 DAYS	150	6,012	\$138.56	\$5,542.40	63
220	LF	30" POLYWRAP		0	0	\$1.82	\$400.40	64
1	EA	30" MJ RW GATE VALVE W/ BEVEL GEAR OP & 2" NUT	3-4 DAYS	2,300	2,300	\$27,840.91	\$27,840.91	65
1	EA	7'-8" ADJUSTABLE CS VALVE EXTENSION STEM		0	0	\$118.65	\$118.65	66
1	EA	668-S VALVE BOX COMPLETE DOMESTIC		0	0	\$220.00	\$220.00	67
1	EA	30" DI C153 MJ 11 BEND L/ACC	2-3 DAYS	800	800	\$3,788.05	\$3,788.05	68
		QUOTING C153 ILO C110, WHICH IS NOT AVAILABLE						69
6	EA	30" MJ GASKET - SBR		4	25	\$55.72	\$334.32	70
6	EA	30" MJ RESTRAINT FOR DIP	3-4 DAYS	197	1,182	\$825.67	\$4,954.02	71
2	EA	30" TAPT MJ STUD PACK 304 SS		0	0	\$154.29	\$308.58	72
80	EA	1" X 6" COR-BLUE T-HEAD BOLT & NUT		1	96	\$9.65	\$772.00	73
1	EA	TAXABLE FREIGHT		0	0	\$1,500.00	\$1,500.00	74
		<u>SUBTOTAL, LESS TAX, ALT 2B:</u>			<u>11,981</u>		<u>\$58,066.83</u>	75
								76
								77
								78

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN TEN (10) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES UPON THIRTY (30) CALENDAR DAYS' NOTICE TO ADDRESS FACTORS INCLUDING, BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: [HTTPS://COREANDMAIN.COM/TANDC](https://coreandmain.com/tandc)

Tim Vanderzanden

From: Mike Purdy <Mpurdy@northwestconcretecut.com>
Sent: Friday, March 20, 2020 9:53 AM
To: Tim Vanderzanden
Subject: RE: Yankton WTP - 2 cores

Tim,
Total price for each of the 3 sizes is as follows and does include the necessary travel.

2, 28" diameter x 12" pcc core drilled holes. \$2750.00 - link sealed
2, 36" diameter x 12" pcc core drilled holes. \$3300.00 - link sealed
2, 39" diameter x 12" pcc core drilled holes. \$3525.00 - collars

Some of this equipment is awkward and heavy and I am assuming you would likely have equipment on site that could help us lift something up on the wall, move something around if necessary.

Any other questions, feel free to contact me back anytime.

Thanks
Mike

Michael Purdy
VP-Ops



Northwest Concrete Cutting & Crane Service
1001 E. 52nd Street North
Sioux Falls, SD 57104
605-334-4700 (O)
605-334-4900 (F)
605-201-5400 (M)

From: Tim Vanderzanden <timjv@jtjconst.com>
Sent: Friday, March 20, 2020 9:21 AM
To: Mike Purdy <Mpurdy@northwestconcretecut.com>
Subject: RE: Yankton WTP - 2 cores

Mike a 39" would work. Also can you quote me on the smaller holes as well that I originally asked (28" and 36") so I can give the owner some options? 2 cores of all 3 sizes

Thanks,

Tim Vanderzanden | Project Manager
John T. Jones Construction Co.
2213 7th Ave N Fargo, ND 58102



BIERSCHBACH
EQUIPMENT & SUPPLY

1101 S LYONS AVE, SIOUX FALLS, SD 57106
3030 N PLAZA DR, RAPID CITY, SD 57709
2121 LEECH AVE, SIOUX CITY, IA 51106
4001 MAIN AVE, FARGO, ND 58103
351 24TH ST, DICKINSON, ND 58601

(800)843-3707
(800)658-5437
(800)243-3707
(800)540-2760
(855)282-7892

-PROPOSAL-

To: Your Reference: Main Pump Station
Sioux Falls, SD

Attn: Bid Date: 5/30/2019

WE PROPOSE TO FURNISH F.O.B. NEAREST BIERSCHBACH LOCATION

Quantity	Description	Price/Unit
	Silt Fence SF1216, Low Flow, 36"x330' or 1000' Roll Woven Wire, 26"x330' Roll 5' Steel T-Post 8" Cable Ties - Bag of 100 pcs	0.28/lf 0.38/lf 4.05 ea 3.70/bag
	Erosion Control Wattle Straw Log, 12" DIA x 20' Long 1"x2"x24" Wood Stakes, 50 per Bundle	30.00/roll 27.50/bdl
	Erosion Control Blanket Western Excelsior, CS-3, Coconut/Straw, 8'x112.5' Roll (100sy) Staples, 6"x1"x6", 11 Gauge, 1000/box <i>Larger Roll Sizes Available - Minimum Quantities Apply</i> SD DOT Type 3 Erosion Control Blanket	58.75/roll 37.00/box
	PVC Waterstop Greenstreak, #702 - 3/16" x 4" - Ribbed w/Center Bulb - 3/4" dia Greenstreak, #706 - 3/8" x 6" - Ribbed w/Center Bulb - 15/16" dia	1.40/lf 3.79/lf
	Bentonite Waterstop Swellstop, 3/8"x3/4"x25' Roll Swellstop, 1"x3/4"x16'8" Roll Primer, 1 quart	22.00/roll 27.00/roll 18.50/qt
	Hydrophilic Waterstop Greenstreak, Hydrotite CJ1020-2KADH, 33' Roll	185.00/roll
	Form Oil Dayton, J-1-A, 55 gal Dayton, Magic Kote, 55 gal WR Meadows, Citrus Duoguard, 55 gal	355.00 ea 415.00 ea 415.00 ea
	Concrete Form Ties Symons & Gates Systems Available	Call for Quote
	Epoxy Powers, Pure 110+, 9 oz Quik-Shot Cartridge (12 cartridges/case)	198.00/case
<u>MUST</u> Get Engineer Approval Prior To Purchasing Materials		

TERMS: NET 30 DAYS FROM DATE OF INVOICE.

THE ABOVE QUOTATION EXPIRES THIRTY DAYS FROM DATE ABOVE.

PRICES QUOTED HEREIN ARE EXCLUSIVE OF ALL SALES, USE, AND SIMILAR TAXES.
WE THANK YOU FOR THE INQUIRY AND HOPE TO HAVE THE CHANCE TO SERVE YOU.

Where you always do business with an owner!

www.Bierschbach.com



By: 

Eric Feucht

efeucht@bierschbach.com

(P) 605-332-8701 (F) 605-332-2762

Tim Vanderzanden

From: Chris Taylor ● <ctaylor@siouxcityfoundry.com>
Sent: Friday, March 20, 2020 10:01 AM
To: Tim Vanderzanden
Cc: Jacob Rogers ●
Subject: RE: Yankton WTP - CPR 65 - Reservoir rebar

Hi Tim

We can provide the reinforcing for these 2 structures at a **cost of \$975.00 /lot** delivered on a SCF route truck that goes to Yankton on Tuesdays & Thursdays. The lead time for this material will be approximately 4 weeks.

Thank You

Since 1871

Sioux City Foundry Co.



Chris Taylor
Estimating / Detailing Supervisor – Reinforcing Steel

Phone: 712-226-1738
Fax: 712-252-4667
Office: 712-252-4181

ctaylor@siouxcityfoundry.com
www.siouxcityfoundry.com

From: Jacob Rogers ●
Sent: Thursday, March 19, 2020 4:41 PM
To: Chris Taylor ● <ctaylor@siouxcityfoundry.com>
Subject: FW: Yankton WTP - CPR 65 - Reservoir rebar

I added as an attachment. See if that works.

Thanks,
Have a Wonderful Day!

Since 1871

Sioux City Foundry Co.



Jacob Rogers
Sales
Phone: 712-226-1137
Toll Free: 888-258-7024
Fax: 712-252-4197
Office: 712-252-4181
jrogers@siouxcityfoundry.com
www.siouxcityfoundry.com

Tim Vanderzanden

From: Patrick Slowey <pat_slowey@hotmail.com>
Sent: Monday, March 23, 2020 3:02 PM
To: Tim Vanderzanden
Subject: Re: Yankton WTP - CPR 65 - Transfer line reservoir 2 to 3

This looks like a complete pain-will have to be side dug, etc.
Assuming I have access with an excavator....
\$13,000 for 24"
\$14,000 for 30"
You supply pipe, fittings, core drilling, re-seeding if necessary

From: Tim Vanderzanden <timjv@jtjconst.com>
Sent: Monday, March 23, 2020 2:31 PM
To: Patrick Slowey <pat_slowey@hotmail.com>
Subject: RE: Yankton WTP - CPR 65 - Transfer line reservoir 2 to 3

Pat are you coming up with a price on this?

Thanks,

Tim Vanderzanden | Project Manager
John T. Jones Construction Co.
2213 7th Ave N Fargo, ND 58102
(D)701-232-3358 x330 | (C)701-371-7117
www.jtjconst.com

From: Patrick Slowey <pat_slowey@hotmail.com>
Sent: Thursday, March 19, 2020 1:40 PM
To: Tim Vanderzanden <timjv@jtjconst.com>
Subject: Re: Yankton WTP - CPR 65 - Transfer line reservoir 2 to 3

I will have to access from the south side?

From: Tim Vanderzanden <timjv@jtjconst.com>
Sent: Thursday, March 19, 2020 11:14 AM
To: Patrick Slowey <pat_slowey@hotmail.com>
Subject: RE: Yankton WTP - CPR 65 - Transfer line reservoir 2 to 3

I would guess the depth is about 14', same as the picture attached.
I will be core drilling yes.
Looks like there is about 30' of pipe to run between the reservoirs.

Tim Vanderzanden | Project Manager
John T. Jones Construction Co.
2213 7th Ave N Fargo, ND 58102
(D)701-232-3358 x330 | (C)701-371-7117
www.jtjconst.com



Change Proposal Request No: 66

(Not a Change Order)

Project Name:

Yankton - Water Purification Facility Expansion

HDR Project No:

10054142

Contractor:

John T. Jones
2213 7th Ave N.
Fargo, ND 58102

Project Owner:

City of Yankton, SD

Owner's Project No. (If applicable):

ES16-3

Regulatory Agency Project No. (If applicable):

Initiated by

Engineer [] CM/Contractor

Date:

6/1/2020

Attention:

The following change in the contract on this project is proposed. Please provide your proposed price for the cost of this change.

- 1) A breakdown of cost SHALL be provided upon request by the Owner or Engineer.
- 2) Work shall not commence until authorized by the Owner.

Description of Proposed Change :

As a result of the inconsistent control of the Sample Pumps using the discharge pressure switches, the discharge pressure switches are to be removed and the control logic for the sample pumps modified to bypass the pressure switches with the local selector switches set in AUTO.

Modifications are then to be made to allow start and stop of the Sample Pumps from the HMIs in Control Room 223 when the local selector switches are set in AUTO. A virtual ON/OFF switch is to be included on the HMIs for each sample pump for start and stop. The sample pumps are to be identified on the HMIs with the Tag #s and Name Extension as shown in the attached table.

Section No.:

Drawing No.:

File Attachments:

CPR 66 - Table of Sample Pump Identification for HMI.pdf

Kevin Newman

By

All work shall be in accordance with the terms, stipulations, and conditions of the original Contract Documents. If the work herein provided for is Approved by Change Order, the time of completion will be:

Increased [] Decreased Unchanged

by 0 calendar days.

This change will: Add [] Deduct Not Change

\$0.00


General Contractor

11/19/20
Date

HDR Recommendation:

Recommend Acceptance

Do Not Recommend Acceptance



By: HDR Engineering, Inc.

Date 08/28/2020

Owner's Action:

Accepted [] Not Accepted


By: Owner

6/1/2020
Date

CPR No. 66 - Yankton Water Purification Facility Expansion
Sample Pump Identifications to Be Added to the HMIs in Control Room 223
with Virtual On/Off Switches To Start and Stop the Sample Pumps.

Sample Pump Tag #	Extension to be Included with Sample Pump Identification in HMIs
SMPP-001	Membrane Plant Raw Water
SMPP-002	Filter Influent
SMPP-003	Filter #3 & #4 Effluent
SMPP-004	Filter #5 & #6 Effluent
SMPP-005	Finished Water
SMPP-006	Lime Plant Raw Water
SMPP-007	Lime Plant Softening Influent
SMPP-008	Lime Plant Recarb Influent
SMPP-009	Lime Plant Recarb Effluent
SMPP-010	Lime Plant Filter Effluent



Change Proposal Request No: 67**(Not a Change Order)****Project Name:**

Yankton - Water Purification Facility Expansion

HDR Project No:

10054142

Contractor:John T. Jones
2213 7th Ave N.
 Fargo, ND 58102**Project Owner:**

City of Yankton, SD

Owner's Project No. (If applicable):

ES16-3

Regulatory Agency Project No. (If applicable):**Initiated by** Engineer [] CM/Contractor**Date:**

7/1/2020

Attention:

The following change in the contract on this project is proposed. Please provide your proposed price for the cost of this change.

- 1) A breakdown of cost SHALL be provided upon request by the Owner or Engineer.
- 2) Work shall not commence until authorized by the Owner.

Description of Proposed Change :

Extend ductwork from ERV-01 to the area near the detention tank vents as shown on the attached marked up copies of Sheets 02M122 and 02M301.

Reason for change is to pull air from near the vents and reduce the chlorine odors.

See Contractor's PCO #86 Attached.

Section No.:**Drawing No.:** Sheets 02M122 and 02M301**File Attachments:**

Drawings for CPR-67 - ERV-01 Added Exhaust Markups.pdf

PCO 86 - CPR 67 - Additional ductwork from ERV-01 on upper level - Baete Quote.pdf

PCO 86 - CPR 67 - Additional ductwork from ERV-01 on upper level (002).pdf

Kevin Newman

By



Change Proposal Request No: 67

(Not a Change Order)

Project Name:

Yankton - Water Purification Facility Expansion

HDR Project No:

10054142

Contractor:

John T. Jones
2213 7th Ave N.
Fargo, ND 58102

Project Owner:

City of Yankton, SD

Owner's Project No. (If applicable):

ES16-3

Regulatory Agency Project No. (If applicable):

Initiated by

Engineer CM/Contractor

Date:

7/1/2020

All work shall be in accordance with the terms, stipulations, and conditions of the original Contract Documents. If the work herein provided for is Approved by Change Order, the time of completion will be:

Increased Decreased Unchanged

by _____ calendar days.

This change will: Add Deduct Not Change

\$1,417.00

Trent V. Jones
General Contractor

11/19/20
Date

HDR Recommendation:

Recommend Acceptance

Do Not Recommend Acceptance

Kevin F. Thurman

By: HDR Engineering, Inc.

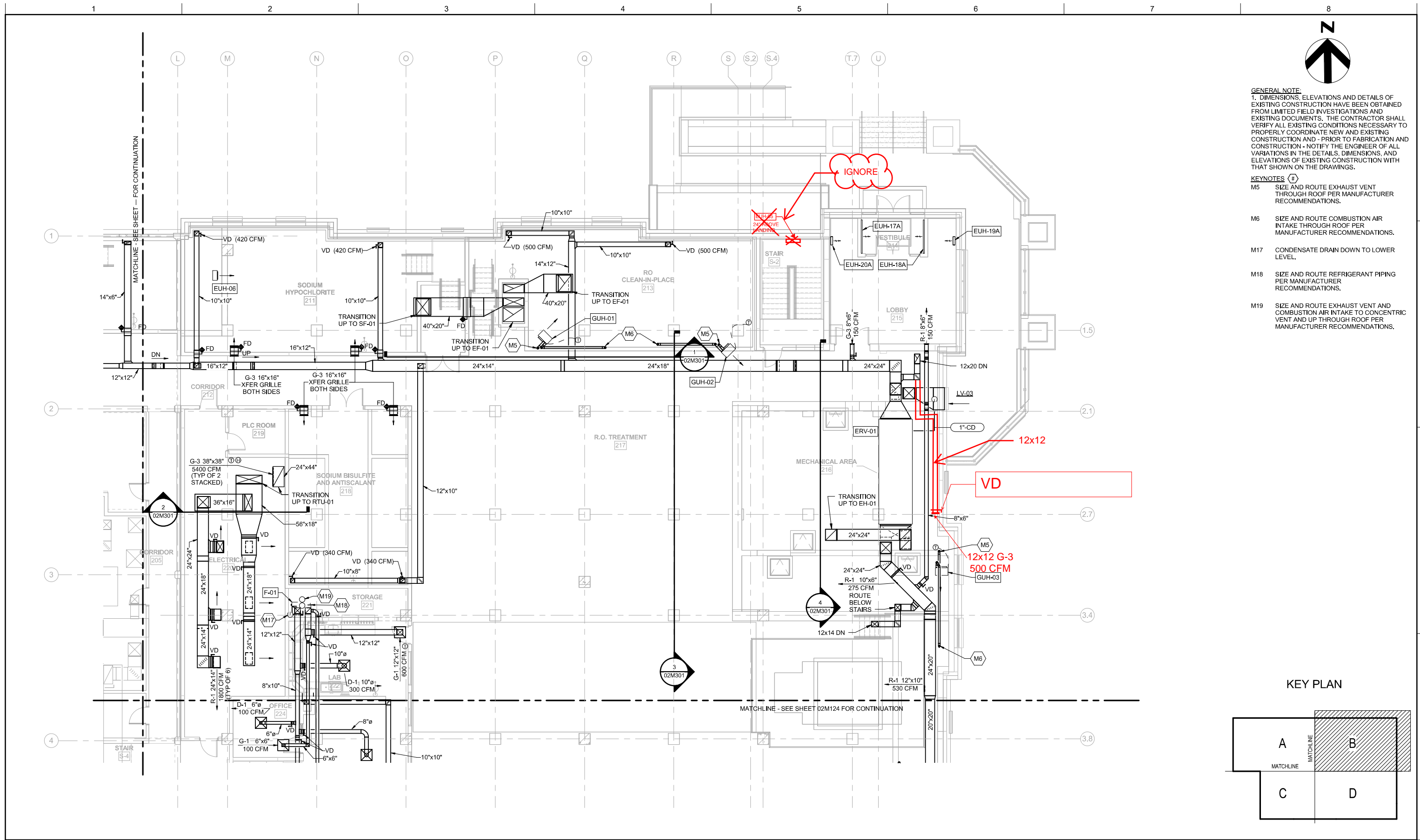
Date 07/20/2020

Owner's Action:

Accepted Not Accepted

[Signature]
By: Owner

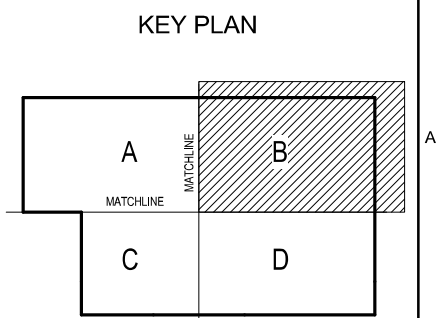
7/21/2020
Date



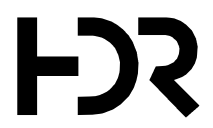
GENERAL NOTE:
 1. DIMENSIONS, ELEVATIONS AND DETAILS OF EXISTING CONSTRUCTION HAVE BEEN OBTAINED FROM LIMITED FIELD INVESTIGATIONS AND EXISTING DOCUMENTS. THE CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS NECESSARY TO PROPERLY COORDINATE NEW AND EXISTING CONSTRUCTION AND - PRIOR TO FABRICATION AND CONSTRUCTION - NOTIFY THE ENGINEER OF ALL VARIATIONS IN THE DETAILS, DIMENSIONS, AND ELEVATIONS OF EXISTING CONSTRUCTION WITH THAT SHOWN ON THE DRAWINGS.

KEYNOTES (#)

- M5 SIZE AND ROUTE EXHAUST VENT THROUGH ROOF PER MANUFACTURER RECOMMENDATIONS.
- M6 SIZE AND ROUTE COMBUSTION AIR INTAKE THROUGH ROOF PER MANUFACTURER RECOMMENDATIONS.
- M17 CONDENSATE DRAIN DOWN TO LOWER LEVEL.
- M18 SIZE AND ROUTE REFRIGERANT PIPING PER MANUFACTURER RECOMMENDATIONS.
- M19 SIZE AND ROUTE EXHAUST VENT AND COMBUSTION AIR INTAKE TO CONCENTRIC VENT AND UP THROUGH ROOF PER MANUFACTURER RECOMMENDATIONS.



CITY OF YANKTON
 SOUTH DAKOTA



ISSUE	DATE	DESCRIPTION
A	02/24/2017	ISSUED FOR BIDS

PROJECT MANAGER STEVEN J. QUAIL

CIVIL	K. NEWMAN
STRUCTURAL	B. HOAGLAND
ARCHITECTURAL	D. THOMAS
PROCESS	K. NEWMAN
MECHANICAL	J. LEWIS
ELECTRICAL	K. GANSKOP
INSTRUMENTATION	D. PENNER
PROJECT NUMBER	135-223788



WATER PURIFICATION FACILITY EXPANSION
 CITY OF YANKTON
 YANKTON, SOUTH DAKOTA

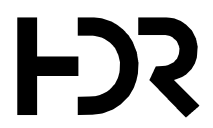
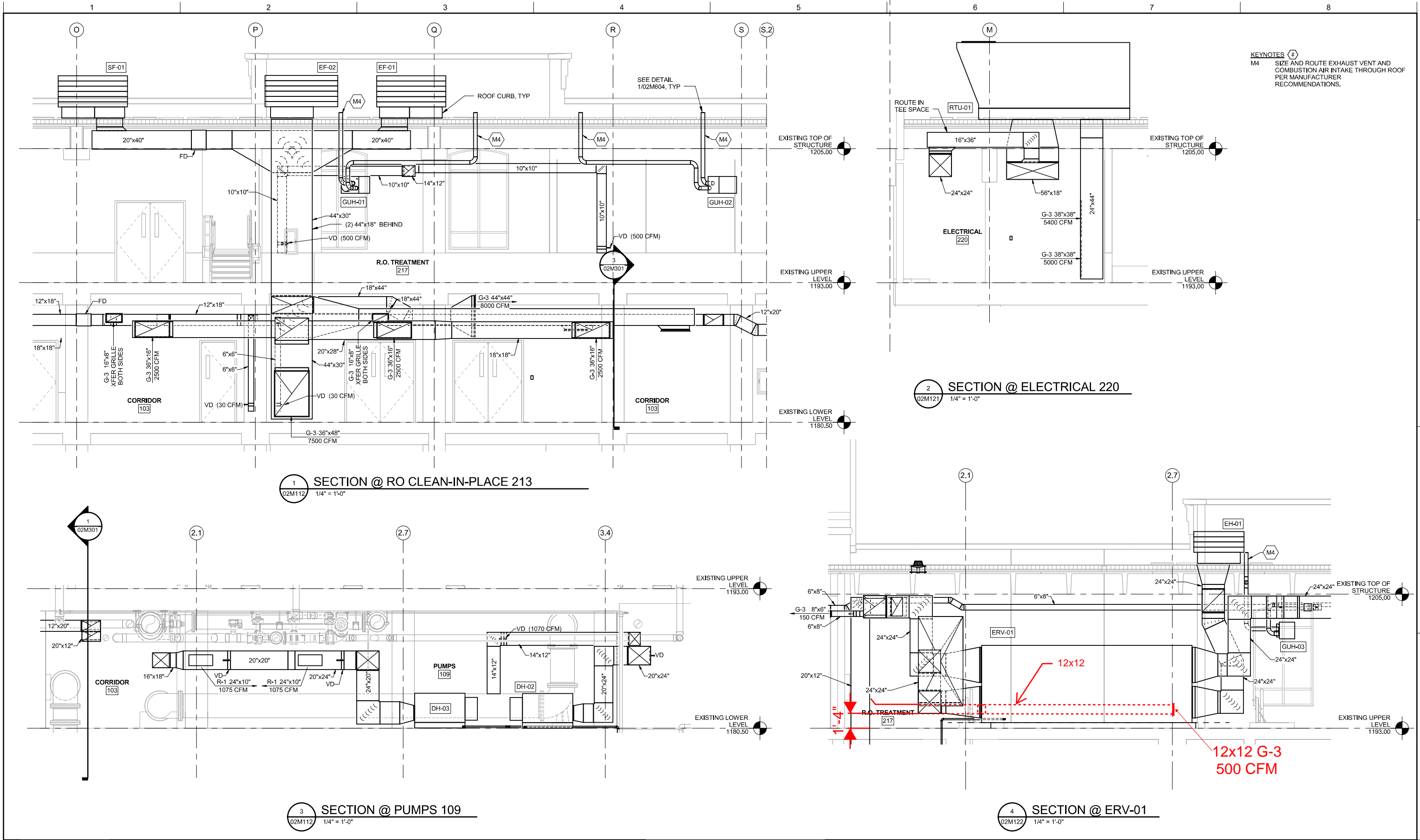
UPPER LEVEL HVAC PLAN - AREA B

2017

FILENAME | 223789-30-MECHANICAL.rvt | SHEET | **02M122**

SCALE | 1/8" = 1'-0"

C:\p\223789-30-Mechanical_ACARSON.rvt 2/24/2017 1:00:53 AM



ISSUE	DATE	DESCRIPTION
A	02/24/2017	ISSUED FOR BIDS

PROJECT MANAGER STEVEN J. QUAIL	
CIVIL	K. NEWMAN
STRUCTURAL	B. HOAGLAND
ARCHITECTURAL	D. THOMAS
PROCESS	K. NEWMAN
MECHANICAL	J. LEWIS
ELECTRICAL	K. GANSKOP
INSTRUMENTATION	D. PENNER
PROJECT NUMBER	135-223788



C:\p\223789-30-Mechanical_ACARSON.rvt 2/24/2017 1:01:04 AM

**Water Purification Facility Expansion
Yankton, SD**

PROPOSED CHANGE ORDER

JTJ PROJECT # 1702

REQUEST # 86
DATE 07/14/20

PROPOSED CHANGE: CPR 67 - Additional exhaust ductwork for upper level near ERV-01

SUMMARY SHEET

1	MATERIAL			
2	Material Cost			0
3	Sales Tax	@	6.50%	0
4	Material Handling Cost	@	5%	0
5	Expendable Material Cost	@	5%	0
6	TOTAL MATERIAL COST			\$0
7	LABOR			
	Manhours	0.0 @	\$41.00	\$0
	Supervision	0.0 @	\$52.00	\$0
8	Fringe Benefits	0.0 @	\$10.67	\$0
9	Hourly Labor Cost			\$0
10	Labor Overhead	@	45%	\$0
11	Tool Replacement Cost	@	5%	\$0
12	TOTAL LABOR COST			\$0
13	EQUIPMENT COSTS			\$0
14	OTHER DIRECT COSTS			\$160
15	SUBTOTAL			\$160
16	MARKUP	@	15%	\$24.00
17	SUBTOTAL			\$184
18	SUBCONTRACT COST			\$1,122
19	MARKUP	@	5%	\$56
20	TOTAL SUB CONTRACT COST			\$1,178
21	SUBTOTAL			\$1,362
22	BOND COST	@	1%	\$14
23	BUILDERS RISK	@	1%	\$14
24	EXCISE TAX	@	2%	\$28
25	SUBTOTAL			\$1,417

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

25	CHANGE REQUEST TOTAL	\$1,417
	CONTRACT DURATION CHANGE REQUEST	TBD

DIRECT COSTS

DESCRIPTION	TIME USED	COST RATE	LUMP SUM	TOTAL COST
-----	-----	-----	-----	-----
ENGINEERING OR DESIGN				
OFFICER	0.00	\$160.00	0.00	\$0.00
PROJECT MANAGER	1.00	\$125.00	0.00	\$125.00
ADMIN. ASSISTANT	1.00	\$35.00	0.00	\$35.00
PROJECT ENGINEER	0.00	\$90.00	0.00	\$0.00
FIELD ENGINEER	0.00	\$75.00	0.00	\$0.00
OFFICE OVERHEAD EXPENSE				
ESTIMATING	0.00	\$50.00	0.00	\$0.00
DRAFTING	0.00	\$45.00	0.00	\$0.00
SCHEDULER	0.00	\$60.00	0.00	\$0.00
	0.00	\$0.00	0.00	\$0.00
TELEPHONE OR MAIL				
TELEPHONE	0.00	\$25.00	0.00	\$0.00
FAX TIME	0.00	\$30.00	0.00	\$0.00
COPIER TIME	0.00	\$15.00	0.00	\$0.00
REPRODUCIBLES	0.00	\$30.00	0.00	\$0.00
MAIL/OVERNIGHT	0.00	\$10.00	0.00	\$0.00
COMPUTER TIME				
COMPUTER	0.00	\$10.00	0.00	\$0.00
COMPUTER SCHEDULE	0.00	\$25.00	0.00	\$0.00
CAD	0.00	\$30.00	0.00	\$0.00
PLOTTING	0.00	\$40.00	0.00	\$0.00
TRAVEL EXPENSE				
SITE VISIT (CAR)	0.00	\$65.00	0.00	\$0.00
SITE VISIT (PLANE)	0.00	\$300.00	0.00	\$0.00
	0.00	\$0.00	0.00	\$0.00
OTHER EXPENSE				
Shop labor	0.00	\$41.00	0.00	\$0.00
Delivery	0.00	\$25.00	0.00	\$0.00
	0.00	\$0.00	0.00	\$0.00
PLAN/TAP FEES				
	0.00	\$0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00	\$0.00
	-----	-----	-----	-----
TOTAL DIRECT COST		\$160.00		

SUBCONTRACTS

SUBCONTRACTOR #1

Baete Forset	\$1,122.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00

TOTAL	\$1,122.00

SUBCONTRACTOR #2

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

TOTAL	\$0.00

SUBCONTRACTOR #3

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

TOTAL	\$0.00

SUBCONTRACTOR #4

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

TOTAL	\$0.00

SUBCONTRACTOR TOTAL	\$1,122.00
---------------------	------------



BAETE-FORSETH HVAC

Heating * Air Conditioning * Ventilation * Refrigeration
 4700 N. Northview Ave. Sioux Falls, South Dakota 57107
 (605) 336-0545 • Fax: 336-0629
 www.baete-forseith.com

WORK CHANGE PROPOSAL BREAKDOWN

Contractor/ Vendor RFP Number	<input type="text"/>	Date:	<input type="text" value="7/14/20"/>
Architects PR Number	<input type="text"/>		
RFP Item Number	<input type="text" value="N/A"/>	RFP Item Description	<input type="text" value="CPR 67"/>
Project Name	<input type="text" value="Yankton WTP"/>		
Bid Package Number:	<input type="text" value="HVAC"/>	Construction Manager at Risk:	<input type="text"/>
Contract/ Vendor Name:	<input type="text" value="Baete-Forseith HVAC"/>	Project Architect:	<input type="text"/>

Contract Time Extension Requested?	Yes/ No?	No. of Calendar Days?
	No	0

BRIEF DESCRIPTION OF WORK: (INCLUDE JUSTIFICATION AND REASONING FOR ALL COSTS AS PRESENTED BELOW)

Extend exhaust duct from ERV-1

SELF-PERFORMED WORK ITEMS

LABOR			LABOR	MATERIAL	EQUIP.	TOTALS
LABOR ITEM	LABOR HOURS	LABOR RATE				
Labor	10	40	\$ 400.00			\$ 400.00
			\$ -			\$ -
Total - Labor Costs						\$ 400.00

MATERIAL

MATERIAL ITEM	QUANTITY	UNIT PRICE			
Aluminum Duct	600	1	\$ 600.00		\$ 600.00
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
Subtotal of Bare Material Costs			\$ 600.00		\$ 600.00
Sales Tax		6.5%	\$ 39.00		\$ 39.00
Total - Material Costs					\$ 639.00

EQUIPMENT

EQUIPMENT ITEM	HOURS	RATE		
			\$ -	\$ -
			\$ -	\$ -
Total - Equipment Costs				\$ -

TOTAL - SELF PERFORMED WORK	\$ 400.00	\$ 639.00	\$ -	\$ 1,039.00
Overhead and Profit - Self Performed Work (8%)				\$ 83.12

SUBCONTRACTOR WORK ITEMS

Sub Name	Subcontractor Scope of Work	
		\$ -
		\$ -
SUBCONTRACTOR TOTALS		\$ -
Overhead and Profit - Subcontractor Work (6%)		\$ -

Total Cost of Change (Self Performed + Subcontract + O/P's)	\$ 1,122.12
--	--------------------

TOTAL CHANGE PROPOSAL COST	\$ 1,122
-----------------------------------	-----------------



Change Proposal Request No: 68
(Not a Change Order)

Project Name:
Yankton - Water Purification Facility Expansion

Project Owner:
City of Yankton, SD

HDR Project No:
10054142

Owner's Project No. (If applicable):
ES16-3

Contractor:
John T. Jones
2213 7th Ave N.
Fargo, ND 58102

Regulatory Agency Project No. (If applicable):

Initiated by
 Engineer [] CM/Contractor

Date:
8/3/2020

Attention:

The following change in the contract on this project is proposed. Please provide your proposed price for the cost of this change.

- 1) A breakdown of cost SHALL be provided upon request by the Owner or Engineer.
- 2) Work shall not commence until authorized by the Owner.

Description of Proposed Change :

Remove red tile in existing filter area and replace with topping coat. Include the electrical room. However, because the finish in the electrical room did not turn out well, there is no cost included for this portion. See Contractor's Proposed Change Request (PCO) #49.

Section No.:

Drawing No.:

File Attachments:

Kevin Newman

By

All work shall be in accordance with the terms, stipulations, and conditions of the original Contract Documents. If the work herein provided for is Approved by Change Order, the time of completion will be: ^X

Increased [] Decreased [] Unchanged

by _____ calendar days.

This change will: Add [] Deduct [] Not Change

\$12,460.00

General Contractor

11/19/20
Date

HDR Recommendation:

Recommend Acceptance

Do Not Recommend Acceptance

By: HDR Engineering, Inc.

Date 08/03/2020

Owner's Action:

Accepted [] Not Accepted

By: Owner

8/4/2020
Date

**Water Purification Facility Expansion
Yankton, SD**

PROPOSED CHANGE ORDER
REQUEST # 49
DATE 08/06/19

JTJ PROJECT # 1702

PROPOSED CHANGE: Remove Red Tile and Replace with Floor Top STG floor leveler in attached drawing

SUMMARY SHEET

1 MATERIAL				
2 Material Cost			4,344	
3 Sales Tax	@	6.50%	282	
4 Material Handling Cost	@	5%	217	
5 Expendable Material Cost	@	5%	217	
6 TOTAL MATERIAL COST				\$5,061
7 LABOR				
Manhours	66.0 @	\$41.00	\$2,706	
Supervision	1.0 @	\$52.00	\$52	
8 Fringe Benefits	66.0 @	\$10.67	\$704	
9 Hourly Labor Cost			\$3,462	
10 Labor Overhead	@	45%	\$1,558	
11 Tool Replacement Cost	@	5%	\$173	
12 TOTAL LABOR COST				\$5,193
13 EQUIPMENT COSTS				\$0
14 OTHER DIRECT COSTS				\$160
15				
	SUBTOTAL			\$10,414
16 MARKUP	@	15%	\$1,562.11	
17				
	SUBTOTAL			\$11,976
18 SUBCONTRACT COST			\$0	
19 MARKUP	@	5%	\$0	
20 TOTAL SUB CONTRACT COST				\$0
21				
	SUBTOTAL			\$11,976
22 BOND COST	@	1%	\$120	
23 BUILDERS RISK	@	1%	\$120	
24 EXCISE TAX	@	2%	\$244	
25				
	SUBTOTAL			\$12,460

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

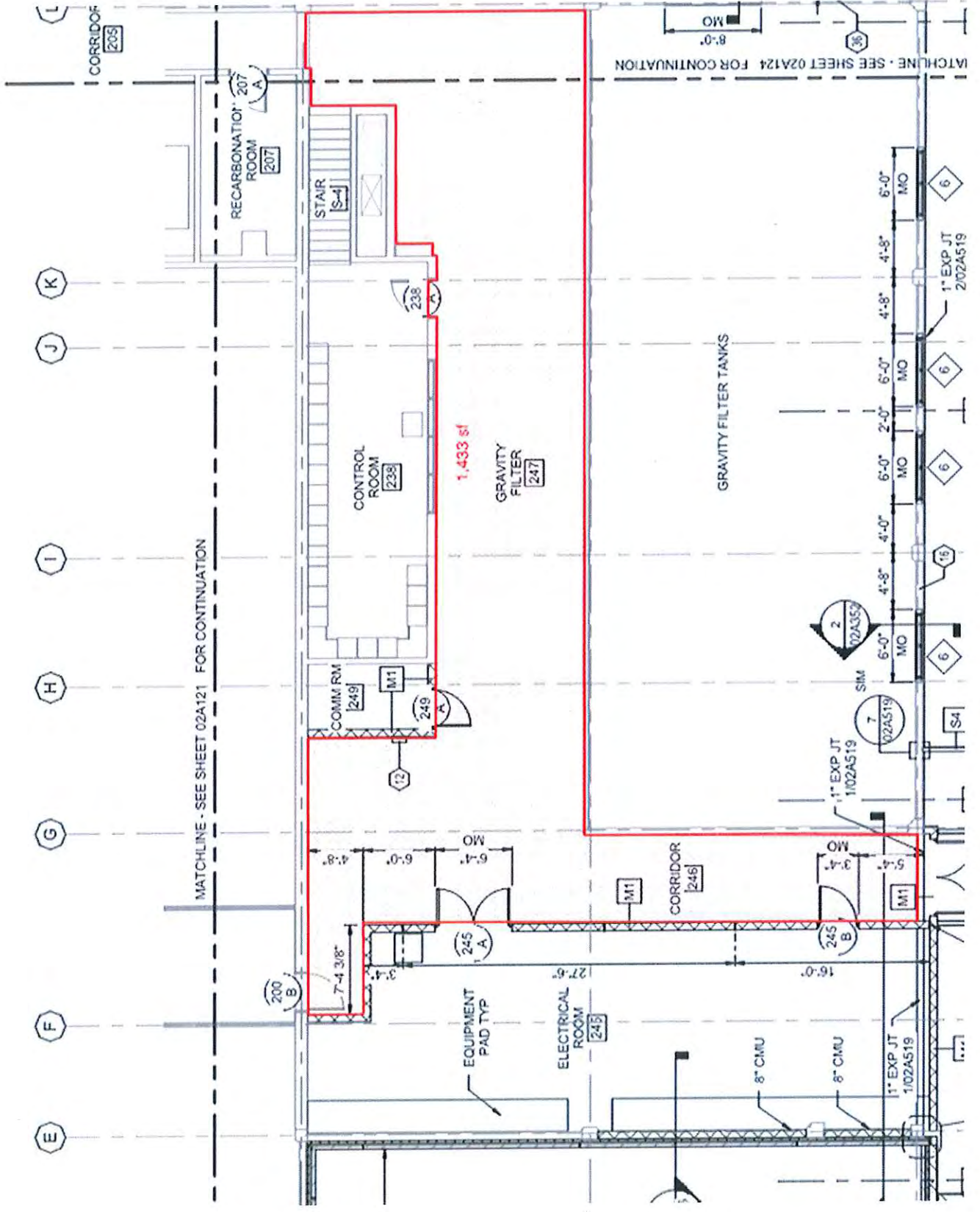
25	CHANGE REQUEST TOTAL	\$12,460
	CONTRACT DURATION CHANGE REQUEST	Would not be completed until after substantial completion

LABOR & MATERIAL WORKSHEET #1

SIZE	DESCRIPTION	QUANT	LABOR		MATERIAL	
			UNIT	TOTAL UNITS	UNIT PRICE	TOTAL PRICE
Gal	Floor Top STG Primer	9	0.00	0.00	\$34.00	\$306.00
Bags	Floor Top STG	116	0.00	0.00	\$30.50	\$3,538.00
Delivery	Multiple Pallet Delivery (6000#)	1	0.00	0.00	\$500.00	\$500.00
MH	Demo and Disposal of Existing Tile, protect filters from debris	26	0.00	0.00	\$0.00	\$0.00
MH	Prep, Bulkhead, Place, and Cleanup	40	0.00	0.00	\$0.00	\$0.00
		0	0.00	0.00	\$0.00	\$0.00
		0	0.00	0.00	\$0.00	\$0.00
		0	0.00	0.00	\$0.00	\$0.00
		0	0.00	0.00	\$0.00	\$0.00
		0	0.00	0.00	\$0.00	\$0.00
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		0	0.00	0.00	\$0.00	\$0.00
		0	0.00	0.00	\$0.00	\$0.00
		0	0.00	0.00	\$0.00	\$0.00
		0	0.00	0.00	\$0.00	\$0.00
		0	0.00	0.00	\$0.00	\$0.00
		0	0.00	0.00	\$0.00	\$0.00
		0	0.00	0.00	\$0.00	\$0.00
		0	0.00	0.00	\$0.00	\$0.00
		0	0.00	0.00	\$0.00	\$0.00
		0	0.00	0.00	\$0.00	\$0.00
		0	0.00	0.00	\$0.00	\$0.00
	TOTAL LABOR UNITS		0.00			
	TOTAL MATERIAL				\$4,344.00	

DIRECT COSTS

DESCRIPTION	TIME USED	COST RATE	LUMP SUM	TOTAL COST
-----	-----	-----	-----	-----
ENGINEERING OR DESIGN				
OFFICER	0.00	\$160.00	0.00	\$0.00
PROJECT MANAGER	1.00	\$125.00	0.00	\$125.00
ADMIN. ASSISTANT	1.00	\$35.00	0.00	\$35.00
PROJECT ENGINEER	0.00	\$90.00	0.00	\$0.00
FIELD ENGINEER	0.00	\$75.00	0.00	\$0.00
OFFICE OVERHEAD EXPENSE				
ESTIMATING	0.00	\$50.00	0.00	\$0.00
DRAFTING	0.00	\$45.00	0.00	\$0.00
SCHEDULER	0.00	\$60.00	0.00	\$0.00
	0.00	\$0.00	0.00	\$0.00
TELEPHONE OR MAIL				
TELEPHONE	0.00	\$25.00	0.00	\$0.00
FAX TIME	0.00	\$30.00	0.00	\$0.00
COPIER TIME	0.00	\$15.00	0.00	\$0.00
REPRODUCIBLES	0.00	\$30.00	0.00	\$0.00
MAIL/OVERNIGHT	0.00	\$10.00	0.00	\$0.00
COMPUTER TIME				
COMPUTER	0.00	\$10.00	0.00	\$0.00
COMPUTER SCHEDULE	0.00	\$25.00	0.00	\$0.00
CAD	0.00	\$30.00	0.00	\$0.00
PLOTTING	0.00	\$40.00	0.00	\$0.00
TRAVEL EXPENSE				
SITE VISIT (CAR)	0.00	\$65.00	0.00	\$0.00
SITE VISIT (PLANE)	0.00	\$300.00	0.00	\$0.00
	0.00	\$0.00	0.00	\$0.00
OTHER EXPENSE				
Shop labor	0.00	\$41.00	0.00	\$0.00
Delivery	0.00	\$25.00	0.00	\$0.00
	0.00	\$0.00	0.00	\$0.00
PLAN/TAP FEES				
	0.00	\$0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00	\$0.00
	-----	-----	-----	-----
TOTAL DIRECT COST		\$160.00		



MATCHLINE - SEE SHEET 02A121 FOR CONTINUATION

MATCHLINE - SEE SHEET 02A124 FOR CONTINUATION

E F G H I J K L

CORRIDOR 205

RECARBONATION ROOM 207

STAIR [S-1]

CONTROL ROOM 238

GRAVITY FILTER 247

COMM RM 249

CORRIDOR 248

ELECTRICAL ROOM 245

GRAVITY FILTER TANKS

8" CMU

8" CMU

2 102A353

7 102A519

1" EXP JT 1/02A519

245 B

1" EXP JT 1/02A519

1" EXP JT 2/02A519

6

6

6

6

6

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200 B

249 A

245 A

238 A

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Tim Vanderzanden

From: Terry Hagensen <thagensen@bierschbach.com>
Sent: Wednesday, February 27, 2019 2:44 PM
To: Tim Vanderzanden
Subject: Self-leveling concrete product
Attachments: 400 Floor-Top STG 2-2013.pdf; cat_br-13.pdf

Tim, attached is a data sheet for our W.R. Meadows FLOOR-TOP STG self-leveling topping. For an interior unprotected project that would receive a water based concrete sealer application thickness should be at least 3/8" thick. An ICRI CSP-4 surface profile is necessary for adequate adhesion.

FLOOR-TOP STG in 50# bags is \$30.50/bag FOB Sioux Falls, SD.
FLOOR-TOP STG Primer in 1 gallon bottles is \$34.00/gal FOB Sioux Falls, SD.

Let me know if you have any questions. Thank you.



Terry Hagensen
Bierschbach Equipment & Supply
4001 Main Ave
Fargo, ND 58103
Tel: 701-492-0855
Fax: 701-492-0953
www.bierschbach.com

This email and any attachment may contain information that is privileged, confidential or protected from disclosure. If you suspect you received it in error, please notify us and destroy this email.

Tim Vanderzanden

From: Wyatt Heyerman <wyatth@smionline.com>
Sent: Monday, March 04, 2019 1:10 PM
To: Tim Vanderzanden
Cc: Brian Bond
Subject: Floor Top STG

Tim, the 50 lb bags of Floor Top will run you \$37 per bag. If you have any left over and they are still in good shape we can take them back. The primer that you need is Rezi Weld LV State in 3 gal units. That will run you \$198 per unit. On this item we will not be able to take returns. I will send a Rezi Weld data sheet in another email.

Wyatt Heyerman
Structural Materials
1401 40th St. NW
Fargo, ND
(701) 282-7100
(800) 437-4776
(701) 281-1022 fax
www.SMlonline.com





Change Proposal Request No: 69

(Not a Change Order)

Project Name:

Yankton - Water Purification Facility Expansion

Project Owner:

City of Yankton, SD

HDR Project No:

10054142

Owner's Project No. (If applicable):

ES16-3

Contractor:

John T. Jones
2213 7th Ave N.
Fargo, ND 58102

Regulatory Agency Project No. (If applicable):

Initiated by

Engineer [] CM/Contractor

Date:

8/3/2020

Attention:

The following change in the contract on this project is proposed. Please provide your proposed price for the cost of this change.

- 1) A breakdown of cost SHALL be provided upon request by the Owner or Engineer.
- 2) Work shall not commence until authorized by the Owner.

Description of Proposed Change :

Substitute blue grass instead of specified buffalo grass and sod the area that the picnic shelter and sidewalk used to be.
See Contractor's Proposed Change Request (PCO) #79R dated 11/18/2020.

Section No.:

Drawing No.:

File Attachments:

PCO 79R - Bluegrass instead of buffalo grass deduct.pdf

Kevin Newman

By

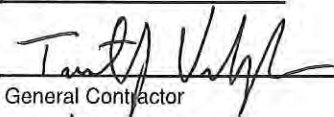
All work shall be in accordance with the terms, stipulations, and conditions of the original Contract Documents. If the work herein provided for is Approved by Change Order, the time of completion will be:

Increased [] Decreased [] Unchanged

by 0 calendar days.

This change will: [] Add Deduct [] Not Change

\$-3,682.00



General Contractor

11/19/20

Date

HDR Recommendation:

Recommend Acceptance

Do Not Recommend Acceptance



By: HDR Engineering, Inc.

Date 11/18/2020

Owner's Action:

Accepted [] Not Accepted

By: Owner

Date

**Water Purification Facility Expansion
Yankton, SD**

PROPOSED CHANGE ORDER
REQUEST # 79 R
DATE 11/18/20

JTJ PROJECT # 1702

PROPOSED CHANGE: Substitute blue grass instead of specified buffalo grass and sod the area the picnic shelter and sidewalk used to be

SUMMARY SHEET

1 MATERIAL				
2 Material Cost			0	
3 Sales Tax	@	6.50%	0	
4 Material Handling Cost	@	5%	0	
5 Expendable Material Cost	@	5%	0	
6 TOTAL MATERIAL COST				\$0
7 LABOR				
Manhours	0.0 @	\$41.00	\$0	
Supervision	0.0 @	\$52.00	\$0	
8 Fringe Benefits	0.0 @	\$10.67	\$0	
9 Hourly Labor Cost			\$0	
10 Labor Overhead	@	45%	\$0	
11 Tool Replacement Cost	@	5%	\$0	
12 TOTAL LABOR COST				\$0
13 EQUIPMENT COSTS				\$0
14 OTHER DIRECT COSTS				\$160
15				
16 MARKUP	@	15%	\$0.00	
17				
18 SUBCONTRACT COST			(\$3,700)	
19 MARKUP	@	5%	\$0	
20 TOTAL SUB CONTRACT COST				(\$3,700)
21				
22 BOND COST	@	1%		(\$35)
23 BUILDERS RISK	@	1%		(\$35)
24 EXCISE TAX	@	2%		(\$71)
25				

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

25	CHANGE REQUEST TOTAL	(\$3,682)
	CONTRACT DURATION CHANGE REQUEST	0 DAYS

DIRECT COSTS

DESCRIPTION	TIME USED	COST RATE	LUMP SUM	TOTAL COST
-----	-----	-----	-----	-----
ENGINEERING OR DESIGN				
OFFICER	0.00	\$160.00	0.00	\$0.00
PROJECT MANAGER	1.00	\$125.00	0.00	\$125.00
ADMIN. ASSISTANT	1.00	\$35.00	0.00	\$35.00
PROJECT ENGINEER	0.00	\$90.00	0.00	\$0.00
FIELD ENGINEER	0.00	\$75.00	0.00	\$0.00
OFFICE OVERHEAD EXPENSE				
ESTIMATING	0.00	\$50.00	0.00	\$0.00
DRAFTING	0.00	\$45.00	0.00	\$0.00
SCHEDULER	0.00	\$60.00	0.00	\$0.00
	0.00	\$0.00	0.00	\$0.00
TELEPHONE OR MAIL				
TELEPHONE	0.00	\$25.00	0.00	\$0.00
FAX TIME	0.00	\$30.00	0.00	\$0.00
COPIER TIME	0.00	\$15.00	0.00	\$0.00
REPRODUCIBLES	0.00	\$30.00	0.00	\$0.00
MAIL/OVERNIGHT	0.00	\$10.00	0.00	\$0.00
COMPUTER TIME				
COMPUTER	0.00	\$10.00	0.00	\$0.00
COMPUTER SCHEDULE	0.00	\$25.00	0.00	\$0.00
CAD	0.00	\$30.00	0.00	\$0.00
PLOTTING	0.00	\$40.00	0.00	\$0.00
TRAVEL EXPENSE				
SITE VISIT (CAR)	0.00	\$65.00	0.00	\$0.00
SITE VISIT (PLANE)	0.00	\$300.00	0.00	\$0.00
	0.00	\$0.00	0.00	\$0.00
OTHER EXPENSE				
Shop labor	0.00	\$41.00	0.00	\$0.00
Delivery	0.00	\$25.00	0.00	\$0.00
	0.00	\$0.00	0.00	\$0.00
PLAN/TAP FEES				
	0.00	\$0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00	\$0.00
	-----	-----	-----	-----
TOTAL DIRECT COST		\$160.00		

SUBCONTRACTS

SUBCONTRACTOR #1

Veller Brothers Landscaping (\$3,700.00)
\$0.00
\$0.00
\$0.00
\$0.00

TOTAL -----
(\$3,700.00)

SUBCONTRACTOR #2

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

TOTAL -----
\$0.00

SUBCONTRACTOR #3

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

TOTAL -----
\$0.00

SUBCONTRACTOR #4

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

TOTAL -----
\$0.00

SUBCONTRACTOR TOTAL (\$3,700.00)



Change Proposal Request No: 70
(Not a Change Order)

Project Name:
Yankton - Water Purification Facility Expansion
HDR Project No:
10054142
John T. Jones
2213 7th Ave N.
Fargo, ND 58102

Project Owner:
City of Yankton, SD
Owner's Project No. (If applicable):
ES16-3
Regulatory Agency Project No. (If applicable):

Initiated by _____ **Date:** _____
 Engineer [] CM/Contractor

Attention:

The following change in the contract on this project is proposed. Please provide your proposed price for the cost of this change.

- 1) A breakdown of cost SHALL be provided upon request by the Owner or Engineer.
- 2) Work shall not commence until authorized by the Owner.

Description of Proposed Change :

Revise swing gate to generator area from 3'0" to 5'0"
See Contractor's Proposed Change Request (PCO) #80.

Section No.: _____ **Drawing No.:** _____

File Attachments:

PCO 80 - revise generator swing gate to 5 feet wide instead of 3.pdf

Kevin Newman

By _____

All work shall be in accordance with the terms, stipulations, and conditions of the original Contract Documents. If the work herein provided for is Approved by Change Order, the time of completion will be:

[] Increased [] Decreased Unchanged

by 0 calendar days.

This change will: Add [] Deduct [] Not Change

\$1,006.00

General Contractor

Date 11/19/20

HDR Recommendation:

Recommend Acceptance

[] Do Not Recommend Acceptance

Kevin F. Thompson

By: HDR Engineering, Inc.

Date 08/03/2020

Owner's Action:

Accepted [] Not Accepted

By: Owner

Date 8/4/2020

**Water Purification Facility Expansion
Yankton, SD**

PROPOSED CHANGE ORDER

JTJ PROJECT # 1702

REQUEST # 80
DATE 04/07/20

PROPOSED CHANGE: Revise swing gate to generator area from 3'-0" to 5'-0" 8/02A510
3 week lead time

SUMMARY SHEET

1 MATERIAL			
2 Material Cost			0
3 Sales Tax	@	6.50%	0
4 Material Handling Cost	@	5%	0
5 Expendable Material Cost	@	5%	0
6 TOTAL MATERIAL COST			\$0
7 LABOR			
Manhours	0.0 @	\$41.00	\$0
Supervision	0.0 @	\$52.00	\$0
8 Fringe Benefits	0.0 @	\$10.67	\$0
9 Hourly Labor Cost			\$0
10 Labor Overhead	@	45%	\$0
11 Tool Replacement Cost	@	5%	\$0
12 TOTAL LABOR COST			\$0
13 EQUIPMENT COSTS			\$0
14 OTHER DIRECT COSTS			\$160
15		SUBTOTAL	\$160
16 MARKUP	@	15%	\$24.00
17		SUBTOTAL	\$184
18 SUBCONTRACT COST			\$746
19 MARKUP	@	5%	\$37
20 TOTAL SUB CONTRACT COST			\$783
21		SUBTOTAL	\$967
22 BOND COST	@	1%	\$10
23 BUILDERS RISK	@	1%	\$10
24 EXCISE TAX	@	2%	\$20
25		SUBTOTAL	\$1,006

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

25	CHANGE REQUEST TOTAL	\$1,006
	CONTRACT DURATION CHANGE REQUEST	0 DAYS

3 week lead time on gate

DIRECT COSTS

DESCRIPTION -----	TIME USED -----	COST RATE -----	LUMP SUM -----	TOTAL COST -----
ENGINEERING OR DESIGN				
OFFICER	0.00	\$160.00	0.00	\$0.00
PROJECT MANAGER	1.00	\$125.00	0.00	\$125.00
ADMIN. ASSISTANT	1.00	\$35.00	0.00	\$35.00
PROJECT ENGINEER	0.00	\$90.00	0.00	\$0.00
FIELD ENGINEER	0.00	\$75.00	0.00	\$0.00
OFFICE OVERHEAD EXPENSE				
ESTIMATING	0.00	\$50.00	0.00	\$0.00
DRAFTING	0.00	\$45.00	0.00	\$0.00
SCHEDULER	0.00	\$60.00	0.00	\$0.00
	0.00	\$0.00	0.00	\$0.00
TELEPHONE OR MAIL				
TELEPHONE	0.00	\$25.00	0.00	\$0.00
FAX TIME	0.00	\$30.00	0.00	\$0.00
COPIER TIME	0.00	\$15.00	0.00	\$0.00
REPRODUCIBLES	0.00	\$30.00	0.00	\$0.00
MAIL/OVERNIGHT	0.00	\$10.00	0.00	\$0.00
COMPUTER TIME				
COMPUTER	0.00	\$10.00	0.00	\$0.00
COMPUTER SCHEDULE	0.00	\$25.00	0.00	\$0.00
CAD	0.00	\$30.00	0.00	\$0.00
PLOTTING	0.00	\$40.00	0.00	\$0.00
TRAVEL EXPENSE				
SITE VISIT (CAR)	0.00	\$65.00	0.00	\$0.00
SITE VISIT (PLANE)	0.00	\$300.00	0.00	\$0.00
	0.00	\$0.00	0.00	\$0.00
OTHER EXPENSE				
Shop labor	0.00	\$41.00	0.00	\$0.00
Delivery	0.00	\$25.00	0.00	\$0.00
	0.00	\$0.00	0.00	\$0.00
PLAN/TAP FEES				
	0.00	\$0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00	\$0.00

TOTAL DIRECT COST		\$160.00		

SUBCONTRACTS

SUBCONTRACTOR #1

American Fei	\$746.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00

TOTAL	\$746.00

SUBCONTRACTOR #2

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

TOTAL	\$0.00

SUBCONTRACTOR #3

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

TOTAL	\$0.00

SUBCONTRACTOR #4

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

TOTAL	\$0.00

SUBCONTRACTOR TOTAL	\$746.00
---------------------	----------



Change Proposal Request No: 71
(Not a Change Order)

Project Name:
Yankton - Water Purification Facility Expansion

Project Owner:
City of Yankton, SD

HDR Project No:
10054142

Owner's Project No. (If applicable):
ES16-3

Contractor:
John T. Jones
2213 7th Ave N.
Fargo, ND 58102

Regulatory Agency Project No. (If applicable):

Initiated by
 Engineer [] CM/Contractor

Date:
8/3/2020

Attention:

The following change in the contract on this project is proposed. Please provide your proposed price for the cost of this change.

- 1) A breakdown of cost SHALL be provided upon request by the Owner or Engineer.
- 2) Work shall not commence until authorized by the Owner.

Description of Proposed Change :

Remove and replace 10 eyewash flow switches to Guardian AP280-615 models.

See Contractor's Proposed Change Request (PCO) #81.

Section No.:

Drawing No.:

File Attachments:

PCO 81 - Remove and replace eyewash flow switches.pdf

Kevin Newman

By

All work shall be in accordance with the terms, stipulations, and conditions of the original Contract Documents. If the work herein provided for is Approved by Change Order, the time of completion will be:

Increased [] Decreased Unchanged

by 0 calendar days.

This change will: Add [] Deduct Not Change

\$0.00 (Cost of \$4,685.00 was split between HDR and JTJ)


General Contractor

11/19/20
Date

HDR Recommendation:

Recommend Acceptance

Do Not Recommend Acceptance



By: HDR Engineering, Inc.

Date 08/03/2020

Owner's Action:

Accepted [] Not Accepted


By: Owner

8/4/2020
Date

**Water Purification Facility Expansion
Yankton, SD**

PROPOSED CHANGE ORDER

JTJ PROJECT # 1702

REQUEST # 81
DATE 04/22/20

PROPOSED CHANGE: Remove and replace 10 eyewash flow switches to Guardian AP280-615 models

SUMMARY SHEET

1 MATERIAL			
2 Material Cost			0
3 Sales Tax	@	6.50%	0
4 Material Handling Cost	@	5%	0
5 Expendable Material Cost	@	5%	0
6 TOTAL MATERIAL COST			\$0
7 LABOR			
Manhours	0.0 @	\$41.00	\$0
Supervision	0.0 @	\$52.00	\$0
8 Fringe Benefits	0.0 @	\$10.67	\$0
9 Hourly Labor Cost			\$0
10 Labor Overhead	@	45%	\$0
11 Tool Replacement Cost	@	5%	\$0
12 TOTAL LABOR COST			\$0
13 EQUIPMENT COSTS			\$0
14 OTHER DIRECT COSTS			\$160
15		SUBTOTAL	\$160
16 MARKUP	@	15%	\$24.00
17		SUBTOTAL	\$184
18 SUBCONTRACT COST			\$4,113
19 MARKUP	@	5%	\$206
20 TOTAL SUB CONTRACT COST			\$4,319
21		SUBTOTAL	\$4,503
22 BOND COST	@	1%	\$45
23 BUILDERS RISK	@	1%	\$45
24 EXCISE TAX	@	2%	\$92
25		SUBTOTAL	\$4,685

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

25	CHANGE REQUEST TOTAL	\$4,685
	CONTRACT DURATION CHANGE REQUEST	0 DAYS

DIRECT COSTS

DESCRIPTION	TIME USED	COST RATE	LUMP SUM	TOTAL COST
-----	-----	-----	-----	-----
ENGINEERING OR DESIGN				
OFFICER	0.00	\$160.00	0.00	\$0.00
PROJECT MANAGER	1.00	\$125.00	0.00	\$125.00
ADMIN. ASSISTANT	1.00	\$35.00	0.00	\$35.00
PROJECT ENGINEER	0.00	\$90.00	0.00	\$0.00
FIELD ENGINEER	0.00	\$75.00	0.00	\$0.00
OFFICE OVERHEAD EXPENSE				
ESTIMATING	0.00	\$50.00	0.00	\$0.00
DRAFTING	0.00	\$45.00	0.00	\$0.00
SCHEDULER	0.00	\$60.00	0.00	\$0.00
	0.00	\$0.00	0.00	\$0.00
TELEPHONE OR MAIL				
TELEPHONE	0.00	\$25.00	0.00	\$0.00
FAX TIME	0.00	\$30.00	0.00	\$0.00
COPIER TIME	0.00	\$15.00	0.00	\$0.00
REPRODUCIBLES	0.00	\$30.00	0.00	\$0.00
MAIL/OVERNIGHT	0.00	\$10.00	0.00	\$0.00
COMPUTER TIME				
COMPUTER	0.00	\$10.00	0.00	\$0.00
COMPUTER SCHEDULE	0.00	\$25.00	0.00	\$0.00
CAD	0.00	\$30.00	0.00	\$0.00
PLOTTING	0.00	\$40.00	0.00	\$0.00
TRAVEL EXPENSE				
SITE VISIT (CAR)	0.00	\$65.00	0.00	\$0.00
SITE VISIT (PLANE)	0.00	\$300.00	0.00	\$0.00
	0.00	\$0.00	0.00	\$0.00
OTHER EXPENSE				
Shop labor	0.00	\$41.00	0.00	\$0.00
Delivery	0.00	\$25.00	0.00	\$0.00
	0.00	\$0.00	0.00	\$0.00
PLAN/TAP FEES				
	0.00	\$0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00	\$0.00
	-----	-----	-----	-----
TOTAL DIRECT COST		\$160.00		

SUBCONTRACTS

SUBCONTRACTOR #1

Fejfar	\$4,113.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00

TOTAL	\$4,113.00

SUBCONTRACTOR #2

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

TOTAL	\$0.00

SUBCONTRACTOR #3

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

TOTAL	\$0.00

SUBCONTRACTOR #4

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

TOTAL	\$0.00

SUBCONTRACTOR TOTAL	\$4,113.00
---------------------	------------



Bid to:
John T. Jones
2213 7th Ave.
Fargo, North Dakota 58102
ATTN: Tim V.

Project:
Emergency Shower
Flow Control Switch
Replacement

Fejfar Plumbing will provide the following:

- 10 ea. 1" Guardian AP280-615 Flow Control Switches
- Labor to replace 10 ea. Flow Control Switches

Cost to Replace:.....\$4,113.00

Signed: Brad Erdmann

Date: 04/22/2020

Brad Erdmann
Fejfar Plumbing
1209 W. 9th Street
Yankton, SD 57078
605-665-9269

Bid Good for 30 days from date listed



Change Proposal Request No: 72
(Not a Change Order)

Project Name:
Yankton - Water Purification Facility Expansion

Project Owner:
City of Yankton, SD

HDR Project No:
10054142

Owner's Project No. (If applicable):
ES16-3

Contractor:
John T. Jones
2213 7th Ave N.
Fargo, ND 58102

Regulatory Agency Project No. (If applicable):

Initiated by **Date:**
 Engineer [] CM/Contractor 8/3/2020

Attention:

The following change in the contract on this project is proposed. Please provide your proposed price for the cost of this change.

- 1) A breakdown of cost SHALL be provided upon request by the Owner or Engineer.
- 2) Work shall not commence until authorized by the Owner.

Description of Proposed Change :

Furnish and install actuated valves on RWAP skids.

See Contractor's Proposed Change Request (PCO) #82R dated 11/18/2020.

Section No.: **Drawing No.:**

File Attachments:

PCO 82R - Furnish and Install actuated valves on RWAP skids.pdf

Kevin Newman
By _____

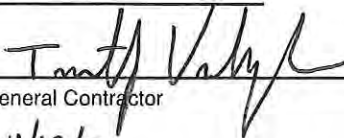
All work shall be in accordance with the terms, stipulations, and conditions of the original Contract Documents. If the work herein provided for is Approved by Change Order, the time of completion will be:

Increased [] Decreased [] Unchanged

by 0 calendar days.

This change will: Add [] Deduct [] Not Change

\$5,043.00

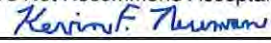


General Contractor
11/19/20

Date

HDR Recommendation:

Recommend Acceptance
 Do Not Recommend Acceptance



By: HDR Engineering, Inc.

Date 11/18/2020

Owner's Action:

Accepted [] Not Accepted

By: Owner

Date

**Water Purification Facility Expansion
Yankton, SD**

PROPOSED CHANGE ORDER
REQUEST # 82 REVISED
DATE 11/18/20

JTJ PROJECT # 1702

PROPOSED CHANGE: Furnish and install actuated valves on the RWAP skid and
revise logic to time skid to eliminate leaking

SUMMARY SHEET

1 MATERIAL			
2 Material Cost			0
3 Sales Tax	@	6.50%	0
4 Material Handling Cost	@	5%	0
5 Expendable Material Cost	@	5%	0
6 TOTAL MATERIAL COST			\$0
7 LABOR			
Manhours	0.0 @	\$41.00	\$0
Supervision	0.0 @	\$52.00	\$0
8 Fringe Benefits	0.0 @	\$10.67	\$0
9 Hourly Labor Cost			\$0
10 Labor Overhead	@	45%	\$0
11 Tool Replacement Cost	@	5%	\$0
12 TOTAL LABOR COST			\$0
13 EQUIPMENT COSTS			\$0
14 OTHER DIRECT COSTS			\$160
15	SUBTOTAL		\$160
16 MARKUP	@	15%	\$24.00
17	SUBTOTAL		\$184
18 SUBCONTRACT COST			\$4,441
19 MARKUP	@	5%	\$222
20 TOTAL SUB CONTRACT COST			\$4,663
21	SUBTOTAL		\$4,847
22 BOND COST	@	1%	\$48
23 BUILDERS RISK	@	1%	\$48
24 EXCISE TAX	@	2%	\$99
25	SUBTOTAL		\$5,043

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

25	CHANGE REQUEST TOTAL	\$5,043
	CONTRACT DURATION CHANGE REQUEST	0 DAYS

DIRECT COSTS

DESCRIPTION	TIME USED	COST RATE	LUMP SUM	TOTAL COST
-----	-----	-----	-----	-----
ENGINEERING OR DESIGN				
OFFICER	0.00	\$160.00	0.00	\$0.00
PROJECT MANAGER	1.00	\$125.00	0.00	\$125.00
ADMIN. ASSISTANT	1.00	\$35.00	0.00	\$35.00
PROJECT ENGINEER	0.00	\$90.00	0.00	\$0.00
FIELD ENGINEER	0.00	\$75.00	0.00	\$0.00
OFFICE OVERHEAD EXPENSE				
ESTIMATING	0.00	\$50.00	0.00	\$0.00
DRAFTING	0.00	\$45.00	0.00	\$0.00
SCHEDULER	0.00	\$60.00	0.00	\$0.00
	0.00	\$0.00	0.00	\$0.00
TELEPHONE OR MAIL				
TELEPHONE	0.00	\$25.00	0.00	\$0.00
FAX TIME	0.00	\$30.00	0.00	\$0.00
COPIER TIME	0.00	\$15.00	0.00	\$0.00
REPRODUCIBLES	0.00	\$30.00	0.00	\$0.00
MAIL/OVERNIGHT	0.00	\$10.00	0.00	\$0.00
COMPUTER TIME				
COMPUTER	0.00	\$10.00	0.00	\$0.00
COMPUTER SCHEDULE	0.00	\$25.00	0.00	\$0.00
CAD	0.00	\$30.00	0.00	\$0.00
PLOTTING	0.00	\$40.00	0.00	\$0.00
TRAVEL EXPENSE				
SITE VISIT (CAR)	0.00	\$65.00	0.00	\$0.00
SITE VISIT (PLANE)	0.00	\$300.00	0.00	\$0.00
	0.00	\$0.00	0.00	\$0.00
OTHER EXPENSE				
Shop labor	0.00	\$41.00	0.00	\$0.00
Delivery	0.00	\$25.00	0.00	\$0.00
	0.00	\$0.00	0.00	\$0.00
PLAN/TAP FEES				
	0.00	\$0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00	\$0.00
	-----	-----	-----	-----
TOTAL DIRECT COST		\$160.00		

SUBCONTRACTS

SUBCONTRACTOR #1

Muth - 1	\$991.00
Muth - 2 - relays/timing	\$3,450.00
	\$0.00
	\$0.00
	\$0.00
TOTAL	----- \$4,441.00

SUBCONTRACTOR #2

	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
TOTAL	----- \$0.00

SUBCONTRACTOR #3

	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
TOTAL	----- \$0.00

SUBCONTRACTOR #4

	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
TOTAL	----- \$0.00

SUBCONTRACTOR TOTAL	\$4,441.00
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Muth Electric Inc.



701 E. 48th Street North · P.O. Box 84631 · Sioux Falls, SD 57104
PHONE (605) 338-6586 · FAX (605) 338-1441

April 29, 2020

**John T Jones Construction
2213 7th Ave N
Fargo, ND 58102**

Attn: Tim Vanderzanden

**RE: Yankton WRF Exp - Job #2611 – Change Order #19
Adding valves at the RWAP skids**

Tim,

We are proposing a **\$991.00** ADD to the contract for Change Order #19.

If you have any questions about this change order, please call me at 605-338-6586. Thank you for working with us on this project, we greatly appreciate your business.

Sincerely,
Muth Electric, Inc.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Date of Acceptance: _____

Signature: _____

Shannon Globke
Division Manager
SG/klk
CO #19

“Professional Answers For All Your Electrical Needs”

CORPORATE
(605) 996-3983

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(605) 996-7300

RAPID CITY, SD
(605) 341-3554

WATERTOWN, SD
(605) 882-2680

HURON, SD
(605) 352-8579

ABERDEEN, SD
(605) 226-8424

BROOKINGS, SD
(605) 692-0800

OMAHA, NE
(402) 551-7780

Muth Electric, Inc.

Bid Summary Sheet

Estimate #: 46724 Location: Sioux Falls

Muth Job Number: 2611

Customer: JOHN T JONES

Address

Description: CO #19 - ACTUATED VALVES

Estimated By: DAVE G

Checked By: SG

Estimate Date: 4/29/2020

Revision Date:

Submission Date

Change Order
Status

Approved

Proposed

GC C/O #

Approval Date

Executed

Void

Muth C/O #: 19

Coordination Time	Hours
Superintendent Time:	2.00
Travel Time:	0.00
Miscellaneous Time:	0.00
Total (A)	2.00

	Material Cost	Labor Hours
Total from Estimate Item Detail	\$25.77	9.66
Misc Material and Labor: 3.00 %	\$0.77	0.29
Coordination Time		2.00
TOTAL MATERIAL (C) AND LABOR (D)	\$26.54	11.95
11.95 Regular Labor Hours @ \$42.00		\$501.85

Job Expense		
Tools, Scaffolds - 10 % of Labor Total		\$66.24
Safety- 6 % of Labor Total		\$39.75
Clean Up - 4 % of Labor Total		\$26.50
Warranty - 3 % of Labor Total		\$19.87
Temporary Power		\$0.00
Cutting, Patching, Painting		\$0.00
Misc. Equipment Used		\$8.96
Use/Sales Tax 6.50 %		\$1.73
Inspection and Permit Fees		\$0.00
Field Incentive \$0.50 per hour		\$5.97
Material Storage		\$0.00
Freight		\$0.00
Mileage 0 Miles @ \$0.70 per Mile		\$0.00
Muth Equipment (Trench/Plow/Bhoe)		\$0.00
Equipment/Tools - Rental		\$0.00
Muth Equipment 0 Units x \$0.00 Rate		\$0.00
Muth Equipment #2 0 Units x \$0.00 Rate		\$0.00
Meals/ Lodging		\$0.00
Total Job Expenses (B)		\$169.02

0.00 Overtime Hours @ \$0.00		\$0.00
Labor Burden 32 %		\$160.59
Labor Total		\$662.44
Subcontracts		\$0.00
Job Expense (B)		\$169.02
Material Cost		\$26.54
Total Direct Cost		\$858.00
Overhead 10 %		\$85.80
Sub Total		\$943.80
Profit 5 %		\$47.19
Sub Total		\$990.99
SD Contractors Excise Tax 0 %		\$0.00
Sub Total		\$990.99
Performance Bond		\$0.00
Total		\$990.99

SubContractor Report

Subcontractor Name:	PO Number:	Phase:	Amount:
NONE	0	0	\$0.00
			\$0.00

Muth Electric - Estimate Detail Report

Muth Job Number: 2611
Estimate#: 46724 Estimated By: DAVE G
Customer: JOHN T JONES
Job Desc: CO #19 - ACTUATED VALVES
Location: Sioux Falls

Muth Item #	Description	Quantity	Material Cost	Material Extension	Labor Units	Labor Units Extension
ST50	1/2" SEALTIGHT CONDUIT	12	0.6721	\$8.07	0.0312	0.37
SSCNS50	1/2" EMT SS IT CONN STEEL	8	0.182	\$1.46	0.0910	0.73
THHN14	#14 THHN COPPER WIRE SOLID	200	0.08125	\$16.25	0.0038	0.75
	POWER HOOKUPS	2	0	\$0.00	3.9000	7.80
		Totals		\$25.78		9.65

Karen Krietlow

From: Shannon Globke
Sent: Tuesday, April 28, 2020 8:12 AM
To: Karen Krietlow
Cc: Tim Vanderzanden
Subject: FW: JOB# 1345 - Leaking WV Check Valves_QTE# Q69435

Karen,

Can you run the numbers below and send to Tim with JTH for a CO?
His request is in the emails below for reference and he is copied on this email.

Shannon

From: Dave Ginsbach
Sent: Tuesday, April 28, 2020 8:04 AM
To: Shannon Globke <SGlobke@muthelectric.com>
Subject: RE: JOB# 1345 - Leaking WV Check Valves_QTE# Q69435

There are (2) skids, adding (2) new valves total, one per skid.
12' seal tight – ST50
8 connectors – SSCNS50
200' THHN14 - THHN14
3hrs labor each, 6hrs total – ADD LABOR IF NEEDED UNDER POWER HOOK-UPS

From: Shannon Globke
Sent: Friday, April 24, 2020 10:23 AM
To: Dave Ginsbach <DGinsbach@muthelectric.com>
Subject: FW: JOB# 1345 - Leaking WV Check Valves_QTE# Q69435

What will this take?

From: Tim Vanderzanden [<mailto:timjv@jtjconst.com>]
Sent: Friday, April 24, 2020 9:42 AM
To: Shannon Globke <SGlobke@muthelectric.com>; Dave Ginsbach <DGinsbach@muthelectric.com>
Subject: JOB# 1345 - Leaking WV Check Valves_QTE# Q69435

Shannon see the below email regarding some new, actuated valves mazzei is supplying to stop the constant leaking and water all over the floor at the RWAP skids. It will require some wiring. Can you review and let me know of any additional cost? These valves should be arriving early next week and we would like to get them installed and functioning to eliminate this problem soon.

Thanks,

Tim Vanderzanden | Project Manager
John T. Jones Construction Co.
2213 7th Ave N Fargo, ND 58102
(D)701-232-3358 x330 | (C)701-371-7117
www.jtjconst.com

From: Mike Spillner <mspillner@mazzei.net>

Sent: Tuesday, April 21, 2020 5:56 PM

To: Tim Vanderzanden <timjv@jtjconst.com>; Curt Guida <curtg@jtjconst.com>; Steve Roberts <sroberts@vessco.com>

Cc: Felipe Flores <fflores@mazzei.net>; Clark Corbett <ccorbett@vessco.com>

Subject: RE: JOB# 1345 - Leaking WV Check Valves_QTE# Q69435

Tim, Curt, and Steve,

I just wanted to let you know that the Order will be placed, tomorrow, for (2) Actuated Gas Isolation Valves. I will send you the Shipping Information as soon as it becomes available.

Below, I have included some additional information regarding the installation/wiring of the Actuators/Valves...

- A Wiring Schematic can be found on page 9 of the attached cut-sheet.
- As a bare minimum, each Actuator will need to be provided with (4) Wires: Ground, Common, Open Power, and Close Power.
- I would also recommend providing power to the Heater to prevent any condensation.
- Last, the Actuator can also provide Discrete Signals for Position Control Feedback (Open/Close) if the Plant would like to pick these up for monitoring purposes. Details can be found in the attached Wiring Schematic.

Let me know if you have any questions.

Thanks,

Mike Spillner
Regional Sales Manager
(661) 428-1091
mspillner@mazzei.net

MAZZEI INJECTOR COMPANY, LLC
500 Rooster Drive
Bakersfield, CA 93307

(661) 363-6500 Office
(661) 363-7500 Fax

www.mazzei.net



Muth Electric Inc.



701 E. 48th Street North · P.O. Box 84631 · Sioux Falls, SD 57104
PHONE (605) 338-6586 · FAX (605) 338-1441

November 17, 2020

**John T Jones Construction
2213 7th Ave N
Fargo, ND 58102**

Attn: Tim Vanderzanden

**RE: Yankton WRF Exp - Job #2611 – Change Order #23
Valve Acutators control/timing modification**

Tim,

We are proposing a **\$3,450.00** ADD to the contract for Change Order #23.

If you have any questions about this change order, please call me at 605-338-6586. Thank you for working with us on this project, we greatly appreciate your business.

Sincerely,
Muth Electric, Inc.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Date of Acceptance: _____

Signature: _____

Shannon Globke
Division Manager
SG/klk
CO #23

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CORPORATE
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(605) 882-2680

HURON, SD
(605) 352-8579

ABERDEEN, SD
(605) 226-8424

BROOKINGS, SD
(605) 692-0800

OMAHA, NE
(402) 551-7780

Muth Electric, Inc.

Bid Summary Sheet

Estimate #: 48384 Location: Sioux Falls

Muth Job Number: 2611

Customer: JOHN T JONES

Address

Description: CO #23 - VALVE ACUATORS CONTROL/TIMING MOD

Estimated By: sg

Checked By: sg

Estimate Date: 11/17/2020

Revision Date:

Submission Date

Change Order
Status

Approved

Proposed

GC C/O #

Approval Date

Executed

Void

Muth C/O #: 23

Coordination Time	Hours
Superintendent Time:	4.00
Travel Time:	0.00
Miscellaneous Time:	0.00
Total (A)	4.00

Job Expense		
Tools, Scaffolds - 0 % of Labor Total		\$0.00
Safety- 0 % of Labor Total		\$0.00
Clean Up - 0 % of Labor Total		\$0.00
Warranty - 0 % of Labor Total		\$0.00
Temporary Power		\$0.00
Cutting, Patching, Painting		\$0.00
Misc. Equipment Used		\$3.00
Use/Sales Tax 6.50 %		\$0.00
Inspection and Permit Fees		\$0.00
Field Incentive \$0.50 per hour		\$2.00
Material Storage		\$0.00
Freight		\$0.00
Mileage 0 Miles @ \$0.70 per Mile		\$0.00
Muth Equipment (Trench/Plow/Bhoe)		\$0.00
Equipment/Tools - Rental		\$0.00
Muth Equipment 0 Units x \$0.00 Rate		\$0.00
Muth Equipment #2 0 Units x \$0.00 Rate		\$0.00
Meals/ Lodging		\$0.00
Total Job Expenses (B)		\$5.00

SubContractor Report

Subcontractor Name:	PO Number:	Phase:	Amount:
POWER SOLUTIONS	0	402075	\$2,760.00
			\$2,760.00

	Material Cost	Labor Hours
Total from Estimate Item Detail	\$0.00	0.00
Misc Material and Labor: 3.00 %	\$0.00	0.00
Coordination Time		4.00
TOTAL MATERIAL (C) AND LABOR (D)	\$0.00	4.00
4.00 Regular Labor Hours @ \$42.00		\$168.00
0.00 Overtime Hours @ \$0.00		\$0.00
Labor Burden 32 %		\$53.76
Labor Total		\$221.76
Subcontracts		\$2,760.00
Job Expense (B)		\$5.00
Material Cost		\$0.00
Total Direct Cost		\$2,986.76
Overhead 10 %		\$298.68
Sub Total		\$3,285.44
Profit 5 %		\$164.27
Sub Total		\$3,449.71
SD Contractors Excise Tax 0 %		\$0.00
Sub Total		\$3,449.71
Performance Bond		\$0.00
Total		\$3,449.71



Muth Power Solutions



701 E 48th St N • Sioux Falls, SD 57104
PHONE (605) 338-6586 · FAX (605) 338-1441
www.muthelectric.com

11/12/20

Quote: 60358

To: Muth Electric - Sioux Falls
Attn: Shannon Globke
Ref: Yankton WTF Skid Mods

We propose to supply the following equipment and services for the above referenced project. All control panels to be designed and built in accordance with UL 508A standards and NEC code.

Base Bid: (includes sales tax, does not include any state excise taxes)

Total lump sum price.....**\$ 2,760**

Control Modifications for two (2) Aeration Pump Skids each with:

- Installation and wiring in existing skid control panel of two (2) SPDT Relays (STR, and ZSC relays)
- Installation and wiring in existing skid control panel of one (1) SPST Timing Relay (TD relay)
- Relays will be wired according to prints (supplied by others)
- Testing and check out of control function with on-site personnel of Skid

Field Devices: listed above

Programming: NONE

Price does **not** include shipping, conduit, field wiring, equipment, software, or installation unless specifically noted in this quote. (ANY ALTERATIONS, ADDITIONS/DEDUCTS FROM THIS PLAN AND LIST WOULD BE GROUNDS FOR PRICE DEDUCTS OR ADDERS)

If you have any questions or comments please feel free to contact me.

Sincerely,

Rick Schaff
Muth Power Solutions

“Professional Answers For All Your Electrical Needs”



Change Proposal Request No: 73
(Not a Change Order)

Project Name:
Yankton - Water Purification Facility Expansion

HDR Project No:
10054142

Contractor:
John T. Jones
2213 7th Ave N.
Fargo, ND 58102

Project Owner:
City of Yankton, SD

Owner's Project No. (If applicable):
ES16-3

Regulatory Agency Project No. (If applicable):

Initiated by **Date:**
 Engineer [] CM/Contractor 8/3/2020

Attention:

The following change in the contract on this project is proposed. Please provide your proposed price for the cost of this change.

- 1) A breakdown of cost SHALL be provided upon request by the Owner or Engineer.
- 2) Work shall not commence until authorized by the Owner.

Description of Proposed Change :

Connect existing site/bike path lighting to existing panel/photoeye Includes trenching from existing box to relocated light pole. Excludes replacing ballasts and bulbs.

See Contractor's Proposed Change Request (PCO) #83.

Section No.: **Drawing No.:**

File Attachments:

PCO 83 - bike path lighting to existing panel.pdf

Kevin Newman
By _____

All work shall be in accordance with the terms, stipulations, and conditions of the original Contract Documents. If the work herein provided for is Approved by Change Order, the time of completion will be:

Increased [] Decreased Unchanged
by 0 calendar days.

This change will: Add [] Deduct [] Not Change

\$1,617.00

General Contractor

11/19/20
Date

HDR Recommendation:

Recommend Acceptance
 Do Not Recommend Acceptance

Kevin F. Newman
By: HDR Engineering, Inc.

Date 08/03/2020

Owner's Action:

Accepted [] Not Accepted
Myka
By: Owner

8/4/2020
Date

**Water Purification Facility Expansion
Yankton, SD**

PROPOSED CHANGE ORDER

JTJ PROJECT # 1702

REQUEST # 83
DATE 05/20/20

PROPOSED CHANGE: Connect existing site/bike path lighting to existing panel/photoeye includes trenching from existing box to relocated light pole. Excludes replacing ballasts and bulbs

SUMMARY SHEET

1 MATERIAL			
2 Material Cost			0
3 Sales Tax	@	6.50%	0
4 Material Handling Cost	@	5%	0
5 Expendable Material Cost	@	5%	0
6 TOTAL MATERIAL COST			\$0
7 LABOR			
Manhours	0.0 @	\$41.00	\$0
Supervision	0.0 @	\$52.00	\$0
8 Fringe Benefits	0.0 @	\$10.67	\$0
9 Hourly Labor Cost			\$0
10 Labor Overhead	@	45%	\$0
11 Tool Replacement Cost	@	5%	\$0
12 TOTAL LABOR COST			\$0
13 EQUIPMENT COSTS			\$0
14 OTHER DIRECT COSTS			\$160
15	SUBTOTAL		\$160
16 MARKUP	@	15%	\$24.00
17	SUBTOTAL		\$184
18 SUBCONTRACT COST			\$1,305
19 MARKUP	@	5%	\$65
20 TOTAL SUB CONTRACT COST			\$1,370
21	SUBTOTAL		\$1,554
22 BOND COST	@	1%	\$16
23 BUILDERS RISK	@	1%	\$16
24 EXCISE TAX	@	2%	\$32
25	SUBTOTAL		\$1,617

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

25	CHANGE REQUEST TOTAL	\$1,617
	CONTRACT DURATION CHANGE REQUEST	0 DAYS

DIRECT COSTS

DESCRIPTION	TIME USED	COST RATE	LUMP SUM	TOTAL COST
-----	-----	-----	-----	-----
ENGINEERING OR DESIGN				
OFFICER	0.00	\$160.00	0.00	\$0.00
PROJECT MANAGER	1.00	\$125.00	0.00	\$125.00
ADMIN. ASSISTANT	1.00	\$35.00	0.00	\$35.00
PROJECT ENGINEER	0.00	\$90.00	0.00	\$0.00
FIELD ENGINEER	0.00	\$75.00	0.00	\$0.00
OFFICE OVERHEAD EXPENSE				
ESTIMATING	0.00	\$50.00	0.00	\$0.00
DRAFTING	0.00	\$45.00	0.00	\$0.00
SCHEDULER	0.00	\$60.00	0.00	\$0.00
	0.00	\$0.00	0.00	\$0.00
TELEPHONE OR MAIL				
TELEPHONE	0.00	\$25.00	0.00	\$0.00
FAX TIME	0.00	\$30.00	0.00	\$0.00
COPIER TIME	0.00	\$15.00	0.00	\$0.00
REPRODUCIBLES	0.00	\$30.00	0.00	\$0.00
MAIL/OVERNIGHT	0.00	\$10.00	0.00	\$0.00
COMPUTER TIME				
COMPUTER	0.00	\$10.00	0.00	\$0.00
COMPUTER SCHEDULE	0.00	\$25.00	0.00	\$0.00
CAD	0.00	\$30.00	0.00	\$0.00
PLOTTING	0.00	\$40.00	0.00	\$0.00
TRAVEL EXPENSE				
SITE VISIT (CAR)	0.00	\$65.00	0.00	\$0.00
SITE VISIT (PLANE)	0.00	\$300.00	0.00	\$0.00
	0.00	\$0.00	0.00	\$0.00
OTHER EXPENSE				
Shop labor	0.00	\$41.00	0.00	\$0.00
Delivery	0.00	\$25.00	0.00	\$0.00
	0.00	\$0.00	0.00	\$0.00
PLAN/TAP FEES				
	0.00	\$0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00	\$0.00
	-----	-----	-----	-----
TOTAL DIRECT COST		\$160.00		

SUBCONTRACTS

SUBCONTRACTOR #1

Muth	\$1,305.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00

TOTAL	\$1,305.00

SUBCONTRACTOR #2

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

TOTAL	\$0.00

SUBCONTRACTOR #3

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

TOTAL	\$0.00

SUBCONTRACTOR #4

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

TOTAL	\$0.00

SUBCONTRACTOR TOTAL	\$1,305.00
---------------------	------------



Muth Electric Inc.



701 E. 48th Street North · P.O. Box 84631 · Sioux Falls, SD 57104
PHONE (605) 338-6586 · FAX (605) 338-1441

May 19, 2020

**John T Jones Construction
2213 7th Ave N
Fargo, ND 58102**

Attn: Tim Vanderzanden

RE: Yankton WRF Exp - Job #2611 – Change Order #22

**Connecting existing Southwest site/bike path lighting to existing panel/photo eye.
Includes trenching from existing box to relocated light pole.
Excludes replacing ballasts and bulbs in existing lights.**

Tim,

We are proposing a **\$1,305.00** ADD to the contract for Change Order #22.

If you have any questions about this change order, please call me at 605-338-6586. Thank you for working with us on this project, we greatly appreciate your business.

Sincerely,
Muth Electric, Inc.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Shannon Globke

Date of Acceptance: _____
Signature: _____

Shannon Globke
Division Manager
SG/klk
CO #22

“Professional Answers For All Your Electrical Needs”

CORPORATE
(605) 996-3983

MITCHELL, SD
(605) 996-7300

RAPID CITY, SD
(605) 341-3554

WATERTOWN, SD
(605) 882-2680

HURON, SD
(605) 352-8579

ABERDEEN, SD
(605) 226-8424

BROOKINGS, SD
(605) 692-0800

OMAHA, NE
(402) 551-7780

Muth Electric, Inc.

Bid Summary Sheet

Estimate #: 46893 Location: Sioux Falls

Muth Job Number: 2611

Customer: JOHN T JONES

Address

Description: CO #22 - CONECTING SW SITE TO EXISTING PHOTO EYE

Estimated By: DAVE G

Checked By: CE

Estimate Date: 5/19/2020

Revision Date:

Submission Date

Change Order
Status

Approved

Proposed

GC C/O #

Approval Date

Executed

Void

Muth C/O #: 22

Coordination Time	Hours
Superintendent Time:	2.00
Travel Time:	0.00
Miscellaneous Time:	0.00
Total (A)	2.00

	Material Cost	Labor Hours
Total from Estimate Item Detail	\$290.49	7.37
Misc Material and Labor: 3.00 %	\$8.71	0.22
Coordination Time		2.00
TOTAL MATERIAL (C) AND LABOR (D)	\$299.20	9.59
9.59 Regular Labor Hours @ \$42.00		\$402.87

Job Expense			
Tools, Scaffolds - 10 % of Labor Total			\$53.18
Safety- 6 % of Labor Total			\$31.91
Clean Up - 4 % of Labor Total			\$21.27
Warranty - 3 % of Labor Total			\$15.95
Temporary Power			\$0.00
Cutting, Patching, Painting			\$0.00
Misc. Equipment Used			\$7.19
Use/Sales Tax 6.50 %			\$19.45
Inspection and Permit Fees			\$0.00
Field Incentive \$0.50 per hour			\$4.80
Material Storage			\$0.00
Freight			\$0.00
Mileage 0 Miles @ \$0.70 per Mile			\$0.00
Muth Equipment (Trench/Plow/Bhoe)			\$0.00
Equipment/Tools - Rental			\$0.00
TRENCHER 50 Units x \$2.90 Rate			\$145.00
Muth Equipment #2 0 Units x Rate			\$0.00
Meals/ Lodging			\$0.00
Total Job Expenses (B)			\$298.75

0.00 Overtime Hours @ \$0.00		\$0.00
Labor Burden 32 %		\$128.92
Labor Total		\$531.79
Subcontracts		\$0.00
Job Expense (B)		\$298.75
Material Cost		\$299.20
Total Direct Cost		\$1,129.74
Overhead 10 %		\$112.97
Sub Total		\$1,242.71
Profit 5 %		\$62.14
Sub Total		\$1,304.84
SD Contractors Excise Tax 0 %		\$0.00
Sub Total		\$1,304.84
Performance Bond		\$0.00
Total		\$1,304.84

SubContractor Report

Subcontractor Name:	PO Number:	Phase:	Amount:
NONE	0	0	\$0.00
			\$0.00

Muth Electric - Estimate Detail Report

Muth Job Number: 2611

Estimate#: 46893 Estimated By: DAVE G

Customer: JOHN T JONES

Job Desc: CO #22 - CONECTING SW SITE TO EXISTING PHOTO EYE

Location: Sioux Falls

Muth Item #	Description	Quantity	Material Cost	Material Extension	Labor Units	Labor Units Extension
PVC100	1" SCH 40 PVC CONDUIT	50	0.4147	\$20.74	0.0507	2.54
PVCCP100	1" PVC COUPLING	4	0.1859	\$0.74	0.0663	0.27
THHN6	#6 THHN COPPER WIRE STRD	290	0.585	\$169.65	0.0074	2.15
THHN10	#10 THHN COPPER WIRE STRD	145	0.2275	\$32.99	0.0066	0.96
C30A2P	30A 2P CONTACTOR	1	61.4471	\$61.45	1.3754	1.38
CH130	CUTLER HAMMER 30A 1 POLE BREAKER	1	4.9192	\$4.92	0.0910	0.09
Totals				\$290.49		7.39



Change Proposal Request No: 74
(Not a Change Order)

Project Name:
Yankton - Water Purification Facility Expansion
HDR Project No:
10054142
Contractor:
John T. Jones
2213 7th Ave N.
Fargo, ND 58102

Project Owner:
City of Yankton, SD
Owner's Project No. (If applicable):
ES16-3
Regulatory Agency Project No. (If applicable):

Initiated by **Date:**
 Engineer [] CM/Contractor 8/3/2020

Attention:

The following change in the contract on this project is proposed. Please provide your proposed price for the cost of this change.

- 1) A breakdown of cost SHALL be provided upon request by the Owner or Engineer.
- 2) Work shall not commence until authorized by the Owner.

Description of Proposed Change :

Planter outlets relocation.

Section No.:

Drawing No.:

File Attachments:

Kevin Newman

By

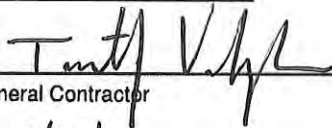
All work shall be in accordance with the terms, stipulations, and conditions of the original Contract Documents. If the work herein provided for is Approved by Change Order, the time of completion will be:

Increased [] Decreased Unchanged

by 0 calendar days.

This change will: Add [] Deduct Not Change

\$0.00


General Contractor

11/19/20
Date

HDR Recommendation:

Recommend Acceptance

Do Not Recommend Acceptance



By: HDR Engineering, Inc.

Date 08/03/2020

Owner's Action:

Accepted [] Not Accepted



By: Owner

8/4/2020
Date



Change Proposal Request No: 75

(Not a Change Order)

Project Name:

Yankton - Water Purification Facility Expansion

HDR Project No:

10054142

John T. Jones
2213 7th Ave N.
Fargo, ND 58102

Project Owner:

City of Yankton, SD

Owner's Project No. (If applicable):

ES16-3

Regulatory Agency Project No. (If applicable):

Initiated by

Engineer [] CM/Contractor

Date:

8/3/2020

Attention:

The following change in the contract on this project is proposed. Please provide your proposed price for the cost of this change.

- 1) A breakdown of cost SHALL be provided upon request by the Owner or Engineer.
- 2) Work shall not commence until authorized by the Owner.

Description of Proposed Change :

Inlet and piping for draining the area on the south east corner needs to be added.

Section No.:

Drawing No.:

File Attachments:

Kevin Newman

By

All work shall be in accordance with the terms, stipulations, and conditions of the original Contract Documents. If the work herein provided for is Approved by Change Order, the time of completion will be:

Increased [] Decreased [] Unchanged

by _____ calendar days.

This change will: Add [] Deduct [] Not Change

\$6,093.00


General Contractor

11/19/20
Date

HDR Recommendation:

Recommend Acceptance

Do Not Recommend Acceptance



By: HDR Engineering, Inc.

Date 08/03/2020

Owner's Action:

Accepted [] Not Accepted


By: Owner

8/4/2020
Date



Change Proposal Request No: 78

(Not a Change Order)

Project Name:

Yankton - Water Purification Facility Expansion

HDR Project No:

10054142

Contractor:

John T. Jones
2213 7th Ave N.
Fargo, ND 58102

Project Owner:

City of Yankton, SD

Owner's Project No. (If applicable):

ES16-3

Regulatory Agency Project No. (If applicable):

Initiated by

Engineer [] CM/Contractor

Date:

11/11/2020

Attention:

The following change in the contract on this project is proposed. Please provide your proposed price for the cost of this change.

- 1) A breakdown of cost SHALL be provided upon request by the Owner or Engineer.
- 2) Work shall not commence until authorized by the Owner.

Description of Proposed Change :

Powder Coat the Handrailing along the ramp at the Front Entrance black to match other handrailing.

See Contractor PCO 87, dated 07/31/2020

Section No.:

Drawing No.:

File Attachments:

PCO 87 - Powdercoat handrail at entrance ramp black.pdf

Kevin Newman

By

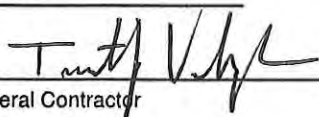
All work shall be in accordance with the terms, stipulations, and conditions of the original Contract Documents. If the work herein provided for is Approved by Change Order, the time of completion will be:

Increased [] Decreased [] Unchanged

by 0 calendar days.

This change will: Add [] Deduct [] Not Change

\$1,914.00


General Contractor

11/19/20
Date

HDR Recommendation:

Recommend Acceptance

Do Not Recommend Acceptance



By: HDR Engineering, Inc.

Date 11/11/2020

Owner's Action:

Accepted [] Not Accepted



By: Owner

11/13/2020
Date

**Water Purification Facility Expansion
Yankton, SD**

PROPOSED CHANGE ORDER

JTJ PROJECT # 1702

REQUEST # 87
DATE 07/31/20

PROPOSED CHANGE: Powdercoat handrail black instead of aluminum at entrance ramp

SUMMARY SHEET

1	MATERIAL			
2	Material Cost			1,236
3	Sales Tax	@	6.50%	80
4	Material Handling Cost	@	5%	62
5	Expendable Material Cost	@	5%	62
6	TOTAL MATERIAL COST			\$1,440
7	LABOR			
	Manhours	0.0 @	\$41.00	\$0
	Supervision	0.0 @	\$52.00	\$0
8	Fringe Benefits	0.0 @	\$10.67	\$0
9	Hourly Labor Cost			\$0
10	Labor Overhead	@	45%	\$0
11	Tool Replacement Cost	@	5%	\$0
12	TOTAL LABOR COST			\$0
13	EQUIPMENT COSTS			\$0
14	OTHER DIRECT COSTS			\$160
15	SUBTOTAL			\$1,600
16	MARKUP	@	15%	\$239.99
17	SUBTOTAL			\$1,840
18	SUBCONTRACT COST			\$0
19	MARKUP	@	5%	\$0
20	TOTAL SUB CONTRACT COST			\$0
21	SUBTOTAL			\$1,840
22	BOND COST	@	1%	\$18
23	BUILDERS RISK	@	1%	\$18
24	EXCISE TAX	@	2%	\$38
25	SUBTOTAL			\$1,914

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

25	CHANGE REQUEST TOTAL	\$1,914
	CONTRACT DURATION CHANGE REQUEST	0 DAYS

LABOR & MATERIAL WORKSHEET #1

SIZE	DESCRIPTION	QUANT	MATERIAL			
			LABOR UNIT	TOTAL UNITS	UNIT PRICE	TOTAL PRICE
-		-	-	-	-	-
		0	0.00	0.00	\$0.00	\$0.00
	Breuer Metal - Powdercoat handrail	1	0.00	0.00	\$1,236.00	\$1,236.00
		0	0.00	0.00	\$0.00	\$0.00
		0	0.00	0.00	\$0.00	\$0.00
		0	0.00	0.00	\$0.00	\$0.00
		0	0.00	0.00	\$0.00	\$0.00
		1	0.00	0.00	\$0.00	\$0.00
		0	0.00	0.00	\$0.00	\$0.00
		0	0.00	0.00	\$0.00	\$0.00
		0	0.00	0.00	\$0.00	\$0.00
		0	0.00	0.00	\$0.00	\$0.00
		0	0.00	0.00	\$0.00	\$0.00
		0	0.00	0.00	\$0.00	\$0.00
		0	0.00	0.00	\$0.00	\$0.00
		0	0.00	0.00	\$0.00	\$0.00
		0	0.00	0.00	\$0.00	\$0.00
		0	0.00	0.00	\$0.00	\$0.00
		0	0.00	0.00	\$0.00	\$0.00
		0	0.00	0.00	\$0.00	\$0.00
		0	0.00	0.00	\$0.00	\$0.00
		0	0.00	0.00	\$0.00	\$0.00
		0	0.00	0.00	\$0.00	\$0.00
		0	0.00	0.00	\$0.00	\$0.00
		0	0.00	0.00	\$0.00	\$0.00
		0	0.00	0.00	\$0.00	\$0.00
		0	0.00	0.00	\$0.00	\$0.00
		0	0.00	0.00	\$0.00	\$0.00
		0	0.00	0.00	\$0.00	\$0.00
		0	0.00	0.00	\$0.00	\$0.00
		0	0.00	0.00	\$0.00	\$0.00
		0	0.00	0.00	\$0.00	\$0.00
		0	0.00	0.00	\$0.00	\$0.00
		0	0.00	0.00	\$0.00	\$0.00
		0	0.00	0.00	\$0.00	\$0.00
		0	0.00	0.00	\$0.00	\$0.00
		0	0.00	0.00	\$0.00	\$0.00
	TOTAL LABOR UNITS	-----		-----	-----	-----
	TOTAL MATERIAL			0.00		\$1,236.00

DIRECT COSTS

DESCRIPTION	TIME USED	COST RATE	LUMP SUM	TOTAL COST
-----	-----	-----	-----	-----
ENGINEERING OR DESIGN				
OFFICER	0.00	\$160.00	0.00	\$0.00
PROJECT MANAGER	1.00	\$125.00	0.00	\$125.00
ADMIN. ASSISTANT	1.00	\$35.00	0.00	\$35.00
PROJECT ENGINEER	0.00	\$90.00	0.00	\$0.00
FIELD ENGINEER	0.00	\$75.00	0.00	\$0.00
OFFICE OVERHEAD EXPENSE				
ESTIMATING	0.00	\$50.00	0.00	\$0.00
DRAFTING	0.00	\$45.00	0.00	\$0.00
SCHEDULER	0.00	\$60.00	0.00	\$0.00
	0.00	\$0.00	0.00	\$0.00
TELEPHONE OR MAIL				
TELEPHONE	0.00	\$25.00	0.00	\$0.00
FAX TIME	0.00	\$30.00	0.00	\$0.00
COPIER TIME	0.00	\$15.00	0.00	\$0.00
REPRODUCIBLES	0.00	\$30.00	0.00	\$0.00
MAIL/OVERNIGHT	0.00	\$10.00	0.00	\$0.00
COMPUTER TIME				
COMPUTER	0.00	\$10.00	0.00	\$0.00
COMPUTER SCHEDULE	0.00	\$25.00	0.00	\$0.00
CAD	0.00	\$30.00	0.00	\$0.00
PLOTTING	0.00	\$40.00	0.00	\$0.00
TRAVEL EXPENSE				
SITE VISIT (CAR)	0.00	\$65.00	0.00	\$0.00
SITE VISIT (PLANE)	0.00	\$300.00	0.00	\$0.00
	0.00	\$0.00	0.00	\$0.00
OTHER EXPENSE				
Shop labor	0.00	\$41.00	0.00	\$0.00
Delivery	0.00	\$25.00	0.00	\$0.00
	0.00	\$0.00	0.00	\$0.00
PLAN/TAP FEES				
	0.00	\$0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00	\$0.00
	-----	-----	-----	-----
TOTAL DIRECT COST		\$160.00		

CHANGE ORDER REQUEST



BREUER METAL CRAFTSMEN INC

500 BEICHL
BEAVER DAM, WI 53916

www.breuermetal.com

PH 920-885-2828
FX 920-885-2831 PURCHASING
FX 920-885-2835 ENGINEERING
Email - craftsmen@breuermetal.com

JOHN T. JONES CONSTRUCTION
PO BOX 2424
FARGO, ND 58108

YANKTON WPF/JOHN T JONES
101 W RIVERSIDE DRIVE
YANKTON, SD 57078

FAX # 701-232-7040

PH # 701-232-3358

DATE : 11-08-2019

PROJECT MANAGER : MS EST DP

YOUR JOB #: 1702-09

CHANGE ORDER # 9942 - 7

WE ARE REQUESTING A CHANGE ORDER FOR THE FOLLOWING ITEMS :

PROVIDING POWDER COAT FINISH ON ENTRY PLAZA STAIR RAILS AND WALL MOUNTED RAMP RAILS- SEMI GLOSS BLACK, SIMILAR TO ORNAMENTAL RAIL SYSTEM IN THE VACINITY.

THE RAILS HAVE BEEN PRODUCED AND ANODIZED PER APPROVED SUBMITTAL.
NO MENTION OF MATCHING SPEC SECTION 32 31 18 IN CONTRACT DOCUMENTS

OUR PRICE IS \$1,235.40 WITH SALES TAX INCLUDED

THANK YOU,
BEN BREUER, EXT.113

WE AWAIT YOUR CHANGE ORDER TO PROCEED

CC: MIKE SCHMIDT



Change Proposal Request No: 79

(Not a Change Order)

Project Name:

Yankton - Water Purification Facility Expansion

HDR Project No:

10054142

Contractor:John T. Jones
2213 7th Ave N.
Fargo, ND 58102**Project Owner:**

City of Yankton, SD

Owner's Project No. (If applicable):

ES16-3

Regulatory Agency Project No. (If applicable):**Initiated by** Engineer [] CM/Contractor**Date:**

11/11/2020

Attention:

The following change in the contract on this project is proposed. Please provide your proposed price for the cost of this change.

- 1) A breakdown of cost SHALL be provided upon request by the Owner or Engineer.
- 2) Work shall not commence until authorized by the Owner.

Description of Proposed Change :

Provide a deduct for the site paving improvements that were not incorporated into the project, including:

1. Paving removal and replacement was not done on Riverside Drive where the pipe connection from existing Plant No. 1 to the existing distribution system was to be abandoned.
2. Pavement restoration was reduced in-front of the Burrito Hut, east of Douglas Avenue and Levee Street.
3. Reduced pavement replacement in miscellaneous sidewalk and pavement areas.

See Contractor's PCO #89 dated 07/31/2020

Section No.:**Drawing No.:****File Attachments:**

PCO 89 - Site Paving and sidewalk deduct.pdf

Kevin Newman

By

Change Proposal Request No: 79
(Not a Change Order)

Project Name:
Yankton - Water Purification Facility Expansion

HDR Project No:
10054142

Contractor:
John T. Jones
2213 7th Ave N.
Fargo, ND 58102

Project Owner:
City of Yankton, SD

Owner's Project No. (If applicable):
ES16-3

Regulatory Agency Project No. (If applicable):

Initiated by **Date:**
 Engineer CM/Contractor 11/11/2020

All work shall be in accordance with the terms, stipulations, and conditions of the original Contract Documents. If the work herein provided for is Approved by Change Order, the time of completion will be:

Increased Decreased Unchanged
by 0 calendar days.

This change will: Add Deduct Not Change

\$-3,023.00

Terry V. Hyl
General Contractor
11/19/20
Date

HDR Recommendation:

Recommend Acceptance
 Do Not Recommend Acceptance

Kevin F. Henneman
By: HDR Engineering, Inc.
Date 11/11/2020

Owner's Action:

Accepted Not Accepted

Myk
By: Owner
11/12/2020
Date

**Water Purification Facility Expansion
Yankton, SD**

PROPOSED CHANGE ORDER

JTJ PROJECT # 1702

REQUEST # 89
DATE 07/31/20

PROPOSED CHANGE: Site paving and sidewalk deduct

SUMMARY SHEET

1 MATERIAL				
2 Material Cost			0	
3 Sales Tax	@	6.50%	0	
4 Material Handling Cost	@	5%	0	
5 Expendable Material Cost	@	5%	0	
6 TOTAL MATERIAL COST				\$0
7 LABOR				
Manhours	0.0 @	\$41.00	\$0	
Supervision	0.0 @	\$52.00	\$0	
8 Fringe Benefits	0.0 @	\$10.67	\$0	
9 Hourly Labor Cost			\$0	
10 Labor Overhead	@	45%	\$0	
11 Tool Replacement Cost	@	5%	\$0	
12 TOTAL LABOR COST				\$0
13 EQUIPMENT COSTS				\$0
14 OTHER DIRECT COSTS				\$160
15				
	SUBTOTAL			\$160
16 MARKUP	@	15%	\$24.00	
17				
	SUBTOTAL			\$184
18 SUBCONTRACT COST			(\$3,090)	
19 MARKUP	@	0%	\$0	
20 TOTAL SUB CONTRACT COST				(\$3,090)
21				
	SUBTOTAL			(\$2,906)
22 BOND COST	@	1%		(\$29)
23 BUILDERS RISK	@	1%		(\$29)
24 EXCISE TAX	@	2%		(\$59)
25				
	SUBTOTAL			(\$3,023)

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

25	CHANGE REQUEST TOTAL	(\$3,023)
	CONTRACT DURATION CHANGE REQUEST	0 DAYS

DIRECT COSTS

DESCRIPTION -----	TIME USED -----	COST RATE -----	LUMP SUM -----	TOTAL COST -----
ENGINEERING OR DESIGN				
OFFICER	0.00	\$160.00	0.00	\$0.00
PROJECT MANAGER	1.00	\$125.00	0.00	\$125.00
ADMIN. ASSISTANT	1.00	\$35.00	0.00	\$35.00
PROJECT ENGINEER	0.00	\$90.00	0.00	\$0.00
FIELD ENGINEER	0.00	\$75.00	0.00	\$0.00
OFFICE OVERHEAD EXPENSE				
ESTIMATING	0.00	\$50.00	0.00	\$0.00
DRAFTING	0.00	\$45.00	0.00	\$0.00
SCHEDULER	0.00	\$60.00	0.00	\$0.00
	0.00	\$0.00	0.00	\$0.00
TELEPHONE OR MAIL				
TELEPHONE	0.00	\$25.00	0.00	\$0.00
FAX TIME	0.00	\$30.00	0.00	\$0.00
COPIER TIME	0.00	\$15.00	0.00	\$0.00
REPRODUCIBLES	0.00	\$30.00	0.00	\$0.00
MAIL/OVERNIGHT	0.00	\$10.00	0.00	\$0.00
COMPUTER TIME				
COMPUTER	0.00	\$10.00	0.00	\$0.00
COMPUTER SCHEDULE	0.00	\$25.00	0.00	\$0.00
CAD	0.00	\$30.00	0.00	\$0.00
PLOTTING	0.00	\$40.00	0.00	\$0.00
TRAVEL EXPENSE				
SITE VISIT (CAR)	0.00	\$65.00	0.00	\$0.00
SITE VISIT (PLANE)	0.00	\$300.00	0.00	\$0.00
	0.00	\$0.00	0.00	\$0.00
OTHER EXPENSE				
Shop labor	0.00	\$41.00	0.00	\$0.00
Delivery	0.00	\$25.00	0.00	\$0.00
	0.00	\$0.00	0.00	\$0.00
PLAN/TAP FEES				
	0.00	\$0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00	\$0.00

TOTAL DIRECT COST		\$160.00		

SUBCONTRACTS

SUBCONTRACTOR #1

Masonry Components (\$3,090.00)
\$0.00
\$0.00
\$0.00
\$0.00

TOTAL (\$3,090.00)

SUBCONTRACTOR #2

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

TOTAL \$0.00

SUBCONTRACTOR #3

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

TOTAL \$0.00

SUBCONTRACTOR #4

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

TOTAL \$0.00

SUBCONTRACTOR TOTAL (\$3,090.00)



Change Proposal Request No: 80

(Not a Change Order)

Project Name:

Yankton - Water Purification Facility Expansion

Project Owner:

City of Yankton, SD

HDR Project No:

10054142

Owner's Project No. (If applicable):

ES16-3

Contractor:

John T. Jones
2213 7th Ave N.
Fargo, ND 58102

Regulatory Agency Project No. (If applicable):

Initiated by

Engineer [] CM/Contractor

Date:

11/16/2020

Attention:

The following change in the contract on this project is proposed. Please provide your proposed price for the cost of this change.

- 1) A breakdown of cost SHALL be provided upon request by the Owner or Engineer.
- 2) Work shall not commence until authorized by the Owner.

Description of Proposed Change :

Miscellaneous Irrigation Repairs under Meridian Bridge.

See Contractor's PCO #88

Section No.:

Drawing No.:

File Attachments:

Kevin Newman

By

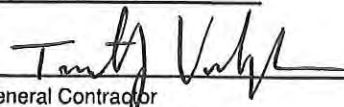
All work shall be in accordance with the terms, stipulations, and conditions of the original Contract Documents. If the work herein provided for is Approved by Change Order, the time of completion will be:

[] Increased [] Decreased Unchanged

by 0 calendar days.

This change will: Add [] Deduct [] Not Change

\$3,583.00


General Contractor

11/19/20
Date

HDR Recommendation:

Recommend Acceptance

[] Do Not Recommend Acceptance



By: HDR Engineering, Inc.

Date

Owner's Action:

Accepted [] Not Accepted


By: Owner

11/20/2020
Date

Memorandum #20-238

To: Amy Leon, City Manager
From: Dave Mingo, AICP Community and Economic Development Director
Subject: Planning Commission Action #20-74 / Resolution #20-90
Date: December 3, 2020

PLAT REVIEW

ACTION NUMBER: 20-74

E.T.J. MEMBER ACTION REQUIRED: No

APPLICANT / OWNER: Lubben Properties, LLC.

ADDRESS / LOCATION: NE of the intersection of 31st Street and Broadway Avenue (3100 Broadway Avenue).

PROPERTY DESCRIPTION: Replat of plat of Lots 1 and 2 of Groseth Crossing Subdivision in the Southwest Quarter of the Southwest Quarter of Section 31, T94N, R55W of the 5th P.M., City and County of Yankton South Dakota. To be hereafter known as: Lots 1A, 1B, 2A and 2B of Groseth Crossing Subdivision, City and County of Yankton, South Dakota

ZONING DISTRICT: B-2 Highway Business.

PREVIOUS ACTION: Original Groseth Crossing Plat in 2013

COMMENTS: The proposed plat meets the requirements of the Subdivision Ordinance and Zoning Ordinance. Staff has reviewed the parking requirements as they relate to the occupancies and potential future occupancies of the site. The provisions of the previously approved Developer's Agreement remain in place and address issues with ownership and shared access points. The adjacent public infrastructure is in place.

The owner has constructed multiple buildings on the site with plans for one additional building in the northeast corner of the property to complete the development.

Staff recommends approval of the proposed plat.

HEARING SCHEDULE:

December 14, 2020: Planning Commission reviews the plat and makes a recommendation to the City Commission.

December 14, 2020: City Commission reviews the plat and makes a final decision.

Planning Commission results: The Planning Commission recommendation will be acted on December 14th prior to the City Commission meeting. The recommendation will be presented to the City Commission verbally by staff.

RESOLUTION #20-90

WHEREAS, the Replat of plat of Lots 1 and 2 of Groseth Crossing Subdivision in the Southwest Quarter of the Southwest Quarter of Section 31, T94N, R55W of the 5th P.M., City and County of Yankton South Dakota. To be hereafter known as: Lots 1A, 1B, 2A and 2B of Groseth Crossing Subdivision, City and County of Yankton, South Dakota, prepared by Brett R. Kennedy, a registered land surveyor in the State of South Dakota has been created, and

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

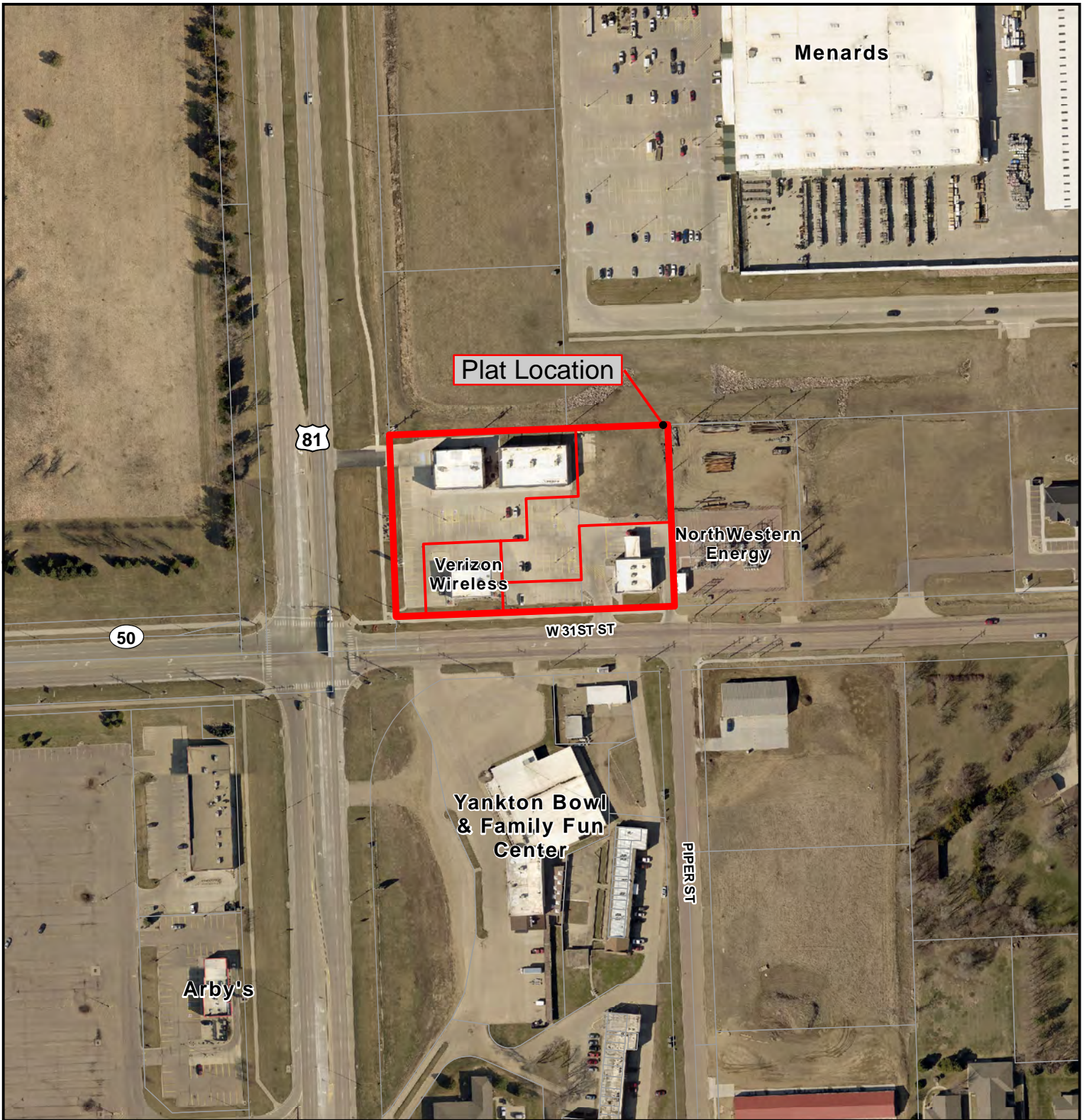
NOW, THEREFORE BE IT RESOLVED by the Board of City Commissioners of the City of Yankton, South Dakota, that the plat for the above described property is hereby approved.

Adopted:

Nathan V. Johnson, Mayor

ATTEST:

Al Viereck, Finance Officer



City of Yankton

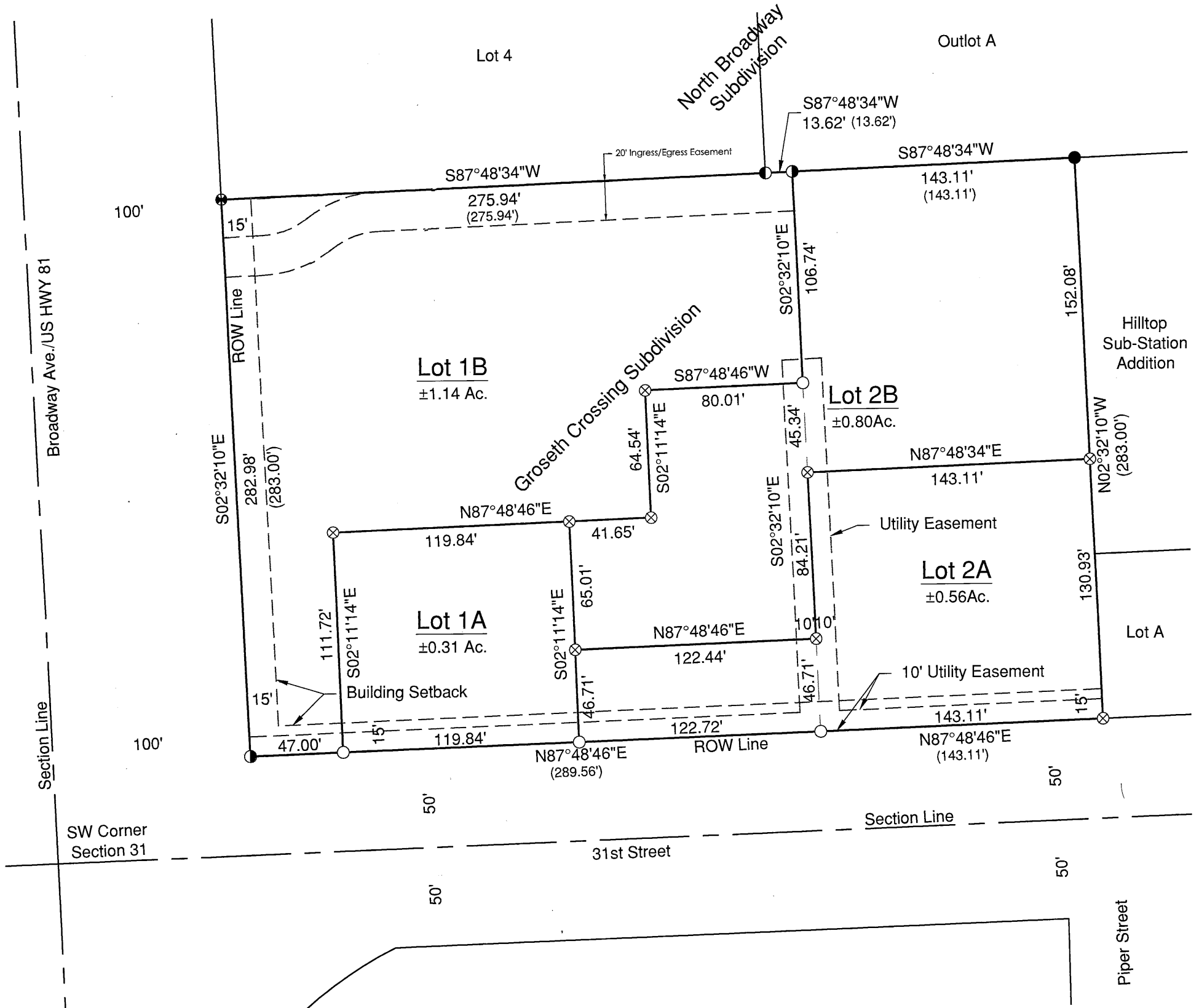
Plat Location Map

A replat of Lots 1 & 2 of Groseth Crossing Subdivision, to be hereafter known as Lots 1A, 1B, 2A, & 2B of Groseth Crossing Subdivision, in the SW 1/4 of the SW 1/4 of Section 31, T94N, R55W of the 5th P.M., City and County of Yankton, South Dakota

A Replat of Lots 1 and 2 of Groseth Crossing Subdivision (Recorded in Book S20 Page 39) in the Southwest Quarter of the Southwest Quarter of Section 31, T 94 N, R 55 W of the 5th P.M., City and County of Yankton, South Dakota.

To be hereafter known as:

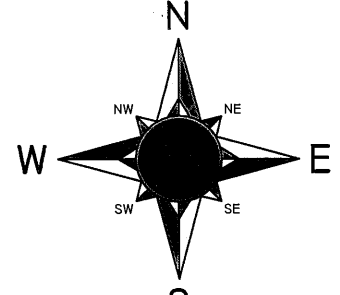
Lots 1A, 1B, 2A and 2B of Groseth Crossing Subdivision, City and County of Yankton, South Dakota.



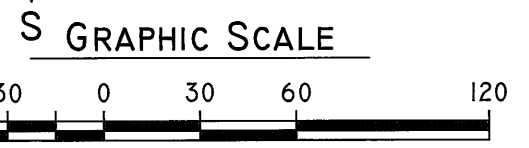
LEGEND

- Set Rebar w/ Cap Stamped "KENNEDY LS 5350"
- ⊗ Set PK Nail
- Found Cap "KENNEDY LS 5350"
- Found Square Head Pin
- Found Cap "Stueber 10021"
- Found Cap LS 13243

(100.00) Recorded Dimension



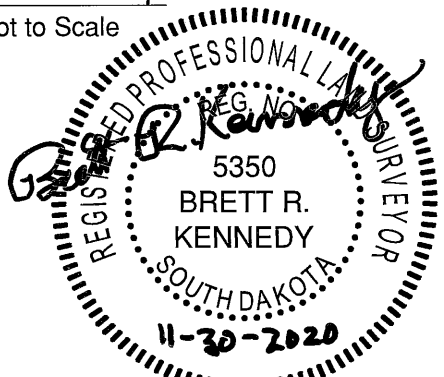
BASIS OF BEARING
City of Yankton
Control Network



1 INCH = 60 FEET



Location Map
Not to Scale



Sheet 1 of 2
JF# 20210
CC: Brett R. Kennedy, L.S.
DWG: Brett R. Kennedy, L.S.
CK BY: Chris A. Gaden, C.S.T.

Prepared By

STOCKWELL
STOCKWELL ENGINEERS, INC.

201 Walnut Street
Yankton, South Dakota 57078

605-665-8092
FAX 605-665-0523

**Introduction and Establishment of Date for a Hearing
Memorandum # 20-232**

To: *Amy Leon, City Manager*
From: *Brad Bies, Community Development Manager*
Subject: *2020 Assessment Roll—Nuisance Abatement*
Date: *December 7, 2020*

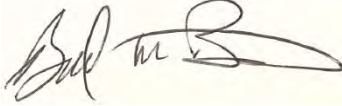
In order for City staff to begin the special assessment process it is recommended that the City Commission, at their meeting on December 14, 2020, set a public hearing date on the special assessment roll for Monday, January 25, 2021.

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

December 2020	Department of Community Development files special assessment roll with Finance Officer.
December 14, 2020	City Commission sets public hearing for January 25, 2021
January 12, 2021	Department of Community Development sends notice of hearing to affected property owners.
January 12, 2021	Department of Community Development publishes notice of hearing in Press & Dakotan.
January 25, 2021	City Commission holds public hearing on assessment roll and approves resolution.
January 26, 2021	Finance Department sends notice to property owners giving amount of assessment, installments, etc.
January 2021	Finance Department publishes resolution with January 25th Commission Minutes.
February 26, 2021	Final date property owners can pay entire assessment without interest.

Recommendation: It is recommended that the Board of Commissioners set January 25, 2021 as the date for a public hearing for the special assessment roll.

Respectfully submitted,

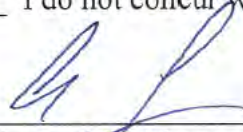


Brad Bies
Community Development Manager

Attachments

I concur with this recommendation.

I do not concur with this recommendation.



Amy Leon, City Manager

____ Introduce and Establish Hearing

RESOLUTION #20-87

A RESOLUTION APPROVING THE 2020 SPECIAL ASSESSMENT ROLL FOR
NUISANCE ABATEMENT

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

SECTION 1. That the special assessment roll for the assessment of the property assessable for nuisance abatement in the City of Yankton, South Dakota, is hereby approved and the assessments as set out in said special assessment roll approved this date are hereby levied against such property upon filing of said special assessment roll in the office of the City Finance Officer.

SECTION 2. The assessments set forth in the assessment role will become due and payable in one (1) annual installment together with interest at a rate prescribed by the Board of City Commissioners, by resolution, per annum, in accordance with SDCL 9-43.

The above assessments may be paid without interest to the City Finance Officer on or before February 26, 2021, thereafter, the entire assessment may be paid with interest from the date of filing with the City Finance Officer at the rate established by resolution of the Board of City Commissioners.

Adopted:

Nathan V. Johnson
Mayor

ATTEST:

Al Viereck
Finance Officer

**2020 Special Assesment Roll
for
Nuisance Abatement
City of Yankton, South Dakota**

TO THE CITY FINANCE OFFICER OF THE CITY OF YANKTON

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

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

PROPERTY OWNER (Deed Holder)	PROPERTY OWNER MAILING ADDRESS	PROPERTY DESCRIPTION Legal Description	PROPERTY ADDRESS	ASSESSMENT AMOUNT	ABATEMENT CATEGORY
Deb Johnson	1505 College Street Yankton, SD 57078	LT 3 BLK 2 ROSE HILL	1505 College Street	\$ 127.80	Nuisance Vegetation
Jimmy Goglin	1806 Laurel Street, Tyndall, SD 57066	E2 LTS 8 & 9 BLK 37 WITHERSPOON'S	508 West 4th Street	\$ 74.55	Nuisance Vegetation
Mike & Linda Scott	7628 S. Beal Avenue Sioux Falls, SD 57078	LT 4 BLK 3 TRIPP & HARRIS	1020 Broadway Avenue	\$ 127.80	Nuisance Vegetation
Cody Richardson	513 Green Street, Yankton, SD 57078	LT 16 BLK 44 CENTRAL YANKTON	513 Green Street	\$ 127.80	Nuisance Vegetation
Kate & Eric Roberts	10313 West Street Richmond, IL 60071	N2 LT 17 & ALL LT 18 BLK 62 CENTRAL YANKTON	617 Locust Street	\$ 207.68	Sidewalk Snow Removal
Shane Seiler	611 Locust Street Yankton, SD 57078	LT 15 BLK 62 CENTRAL YANKTON	611 Locust Street	\$ 181.05	Right of Way Nuisance Abatement
Rodney Sherman	1206 Whiting Street Yankton, SD 57078	LT 27 DAKOTA NATL SUB DIV	1206 Whiting Street	\$ 159.75	Nuisance Vegetation
Casey Sommer-Buechler	503 Linn Street Yankton, SD 57078	LT 11 BLK 46 CENTRAL YANKTON	503 Linn Street	\$ 90.53	Nuisance Vegetation
Darlene Johnson c/o Stephani Johnson	1215 Whiting Street Yankton, SD 57078	LT 34 & W4 LT 35 DAKOTA NATL S/DIV	1215 Whiting Street	\$ 521.85	Nuisance Abatement
Judith Noland	1102 Belfast Street Yankton, SD 57078	S27' LT 6, ALL LT 7 & LT 8 EXC S36' BLK 1 PIERCE'S SUBDIV BLK 9	1102 Belfast Street	\$ 21.30	Nuisance Vegetation
Michelle Lamberty	2917 Julie Street Yankton, SD 57078	LT 6 BLK 12 WILLOW RIDGE S/D	2917 Julie Street	\$ 287.55	Nuisance Vegetation
Joan Zweifel	202 Green Street Yankton, SD 57078	S2 W40' LT 5 BLK 16 WITHERSPOON'S	202 Green Street	\$ 244.95	Nuisance Vegetation
TOTAL ASSEMENTS				\$ 2,172.60	

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

The above assessments may be paid without interest to the City Finance Officer on or before February 26, 2021, thereafter, the entire assessment may be paid with interest from the date of filing with the City Finance Officer at the rate established by resolution of the Board of City Commissioners.

Brad Bies
Community Development Manager

Filed in the office of the City Finance Officer on December 7, 2020.

Al Viereck
Finance Officer

Memorandum #20-213

To: Amy Leon, City Manager
From: Kyle Goodmanson, Director of Environmental Services
Subject: HDR Proposal for EDA Construction Project and Wastewater Facility Master Plan Services
Date: December 14, 2020

Attached is an outline of scope of work and the associated costs for the Design and Construction Services for the Economic Development Administration projects at the Wastewater Treatment Facility. The construction project is 80% funded with Economic Development Administration (EDA) grant funds. Staff is currently working with Planning and Development District III and the South Dakota Department of Environment and Natural Resources to secure State Revolving Loan Funds (SRF) for the associated engineering cost and 20% City match. The HDR contract includes design and construction services for the EDA construction projects. It also includes services for a Wastewater Treatment Plant Master Plan. The Master Plan will be a working document used for future planning for improvements in the wastewater treatment system. Services will include project design, bidding, construction administration (including a Resident Project Representative), project startup, operation and maintenance manuals, and training. Services will also be provided for required documentation and reports for EDA and SRF funding.

Construction Projects include.

1. Replace Electrical Main Gear to Eliminate Single Points of Failure
2. Reducing Single Points of Failure in Plant Electrical
3. Generator for Effluent Pumping
4. Pretreatment Room Influent Screening Replacement
5. Replace Process Pumps with Dry Pit Submersible
6. New Equalization Basin with Pumping
7. Service Bypass Gates Replacement
8. Splitter/Secondary Influent Piping Replacement
9. Influent Piping Replacement from New Manhole into the Plant.
10. New Portable Bypass Pump
11. Manholes at Hastings Lift Station/Inflow Issue

The total construction cost estimate of \$7,113,000.00 of which 80% is funded through EDA and 20% is funded through SRF loan.

Estimated Wastewater Treatment Plant Master Plan cost of \$125,000.00 of which will be funded at 100% through SRF loan funding.

Total engineering cost estimate of \$1,815,714.00 of which 100% will be funded through SRF loan funding.

Task	Fee	% of Construction	
Project Management and Design	\$ 878,495	12.4%	
Bidding and Award	\$ 63,707	0.9%	
Construction Admin.	\$ 279,483	3.9%	
Operation and Maintenance and Startup	\$ 65,235	0.9%	
Site Inspection (T&M not to Exceed)	\$ 374,250	5.3%	10.1%
Total Estimated Fee	\$ 1,661,170	23.4%	
Master Plan Fee	\$ 124,544		

It is recommended that the City Manager be authorized to enter an agreement with HDR for a not-to-exceed amount of \$1,815,714.00 as outlined by the attachment. Staff will be coordinating with HDR during the execution of the work.

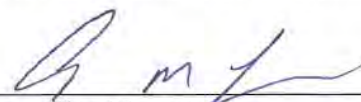
Respectfully Submitted,



Kyle Goodmanson
 Director of Environmental Services

I concur with the recommendation.

I do not concur with the recommendation.



Amy Leon, City Manager

Roll call

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

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

Prepared by



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

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www.nspe.org

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www.asce.org

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

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AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

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

Engineer's services under this Agreement are generally identified as by following project items to be completed as a single design-bid-build construction project.

1. Project ID #1: Replace Electrical Main Gear to Eliminate Single Points of Failure
2. Project ID #2: Reduce Single Points of Failure in Plant Electrical
3. Project ID #3: Generator for Effluent Pumping
4. Project ID #4: Pretreatment Room Influent Screening Replacement
5. Project ID #5: Replace Process Pumps with Dry Pit Submersible
6. Project ID #6: New Equalization Basin with Pumping
7. Project ID #7: Service Bypass Gates Replacement
8. Project ID 8: Splitter/Secondary Influent Piping Replacement
9. Project ID #9: Influent Piping Replacement from New Manhole into the Plant
10. Project ID #10: New Portable Bypass Pump
11. Project ID #11: Manholes at Hastings Lift Station/Inflow Issue
12. Project ID #12: WWTF Master Plan

Owner and Engineer further agree as follows:

ARTICLE 1—SERVICES OF ENGINEER

1.01 Scope

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

ARTICLE 2—OWNER'S RESPONSIBILITIES

2.01 Project Information

- A. To the extent Owner has not already provided the following, or has new, additional, or revised information from that previously provided, Owner shall provide Engineer with information and data needed by Engineer in the performance of Basic and Additional Services, including Owner's:
 1. design objectives and constraints;
 2. space, capacity, and performance requirements;
 3. flexibility and expandability needs;
 4. design and construction standards;

5. budgetary limitations; and
 6. any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
- B. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, Owner shall obtain, furnish, or otherwise make available (if necessary through retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services; or, with consent of Engineer, Owner may authorize the Engineer to obtain or provide all or part of such additional information as Additional Services. Such additional information or data may include the following:
1. Property descriptions.
 2. Zoning, deed, and other land use restrictions.
 3. Surveys, topographic mapping, and utility documentation.
 4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; appropriate professional interpretation of such information or data.
 6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
 7. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- C. Owner shall examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- D. Owner shall furnish to Engineer data as to Owner's anticipated costs for services to be provided to Owner by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) so that Engineer may assist Owner in collating the various cost categories that comprise Total Project Costs.
- E. Owner shall advise Engineer if any invention, design, process, product, or device that Owner has requested, required, or recommended for inclusion in the Drawings or Specifications will be subject to payment (whether by Owner or Contractor) of any license fee or royalty to others, as required by patent rights or copyrights.
- F. Owner shall inform Engineer as to whether Engineer's assistance is requested with respect to Owner's evaluation of the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.

- G. Owner shall inform Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
- 2.02 Owner's Instructions Regarding Bidding/Proposal and Front-End Construction Contract Documents
- A. Owner shall give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable) and Owner's construction contract practices and requirements, and furnish to Engineer (or give specific directions requesting Engineer to use copies already in Engineer's possession) the following:
1. Owner's standard contract forms, general conditions (if other than the current edition of EJCDC® C-700, Standard General Conditions of the Construction Contract), supplementary conditions, text, and related documents and content for Engineer to include in the draft Bidding/Proposal Documents, and in draft Front-End Construction Contract Documents;
 2. insurance and bonding requirements;
 3. protocols for electronic transmittals during bidding and construction;
 4. Owner's safety and security programs applicable to Contractor and other Constructors;
 5. diversity and other social responsibility requirements;
 6. bidding and contract requirements of funding, financing, or regulatory entities;
 7. other specific conditions applicable to the procurement of construction or contract documents;
 8. any other information necessary for Engineer to assist Owner in preparing its Bidding/Proposal Documents and Front-End Construction Contract Documents.
- B. Owner shall have responsibility for the final content of (1) such Bidding/Proposal Documents, and (2) such Front-End Construction Contract Documents, other than content furnished by Engineer concerning the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters.
1. Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
- C. If there will be an advertisement soliciting bids for construction, Owner shall place and pay for such advertisement.
- 2.03 Owner-Furnished Services
- A. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, Owner shall obtain, as required for the Project:
1. Accounting, bond and financial advisory services (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.

2. Legal services, including attorney review of proposed Construction Contract Documents, legal services required by Owner, legal services needed as a result of issues raised by Contractor, and Project-related legal services reasonably requested by Engineer.
 3. Auditing services, including those needed by Owner to ascertain how or for what purpose Contractor has used money paid to it.
- B. Owner shall provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Owner shall provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
 - C. Owner shall acquire or arrange for acquisition of the Site(s) and any temporary or permanent rights of access, easements, or property rights needed for the Project.
 - D. With respect to the portions or phases of the Project designed or specified by Engineer, Owner shall provide, obtain, or arrange for:
 1. all required reviews, approvals, consents, and permits from governmental authorities having jurisdiction, and
 2. such reviews, approvals, and consents from others as may be necessary for completion of each portion or phase of the Project.
 - E. Owner may delegate to Contractor or others the responsibilities set forth in Paragraphs 2.03.C and D.

2.04 Owner's General Responsibilities

- A. Owner shall inform Engineer of the policies, procedures, and requirements of Owner that are applicable to Engineer's performance of services under this Agreement.
- B. Owner shall provide Engineer with Owner's budget for the Project, including type and source of funding to be used, and will promptly inform Engineer if the budget or funding sources change.
- C. Owner shall inform Engineer in writing of any safety or security programs that are applicable to the personnel of Engineer, its Subconsultants, and Engineer's Subcontractors, as they visit the Site or otherwise perform services under this Agreement.
- D. Owner shall arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under this Agreement.
- E. Owner shall provide necessary direction and make decisions, including prompt review of Engineer's submittals, and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance of its services.
- F. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement.

Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.

- G. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
 - 1. any development that affects the scope or time of performance of Engineer's services;
 - 2. the presence at the Site of any Constituent of Concern; or
 - 3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.
- H. Owner shall advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- I. If Owner designates a construction manager, site representative, or any individual or entity other than, or in addition to, Engineer to represent Owner at the Site, Owner shall define and set forth as an exhibit to this Agreement the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- J. Owner shall:
 - 1. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
 - 2. Primarily communicate with Engineer's Subcontractors and Subconsultants through the Engineer.
 - a. Promptly inform Engineer of the substance of any communications between Owner and Engineer's Subcontractors or Subconsultants.
 - b. Refrain from directing the services of Engineer's Subcontractors or Subconsultants.
 - 3. Authorize Engineer to provide Additional Services as set forth in Article 2 of Exhibit A of the Agreement, as required.

2.05 Payment

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

ARTICLE 3—SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

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

3.02 Time for Completion

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

ARTICLE 4—INVOICES AND PAYMENTS

4.01 Invoices

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

4.02 Payments

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

use taxes; such reimbursement will be in addition to the compensation to which Engineer is entitled under the terms of Exhibit J.

ARTICLE 5—OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

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

5.02 Opinions of Total Project Costs

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

ARTICLE 6—GENERAL CONSIDERATIONS

6.01 Standards of Performance

- A. **Standard of Care:** The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. **Technical Accuracy:** Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. **Engineer's Subcontractors and Subconsultants:** Engineer may retain such Engineer's Subcontractors and Subconsultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. **Reliance on Others:** Subject to the standard of care set forth in Paragraph 6.01.A, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. **Compliance with Laws and Regulations, and Policies and Procedures**
 - 1. Engineer and Owner shall comply with applicable Laws and Regulations.

2. Engineer shall comply with the policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date to Laws and Regulations,
 - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures, and
 - c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. General Conditions of Construction Contract: The general conditions for any Construction Contract Documents prepared hereunder are to be the current edition of EJCDC® C-700, Standard General Conditions of the Construction Contract, prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise.
- G. Copies of Drawings and Specifications: If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one complete electronic copy of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations, and one complete printed copy, duly signed and sealed.
- H. Engineer shall not be required to sign any document, no matter by whom requested, that would result in Engineer having to certify, guarantee, or warrant conditions whose existence Engineer cannot ascertain within the authorized scope of Engineer's services. Owner agrees not to make resolution of any dispute with Engineer or payment of any amount due to Engineer in any way contingent upon Engineer signing any such document.
- I. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- J. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- K. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer.
- L. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.

- M. Engineer's services do not include providing legal advice or representation.
- N. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- O. While at the Site, Engineer, its Subconsultants, and Engineer's Subcontractors, and their employees and representatives will comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 Ownership and Use of Documents

- A. All Documents are instruments of service, and Engineer owns the Documents, including all associated copyrights and the right of reuse at the discretion of the Engineer, subject to the following provisions:
 - 1. Upon receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents and subject to the express exclusions that follow, Engineer and any Subconsultants will grant to Owner the ownership of the Documents, including all associated copyrights and the right of reuse.
 - 2. When requested by Owner, Engineer will perform any clerical or administrative acts reasonably necessary to confirm or record the transfer of Engineer's interests in the Documents to the Owner, and Owner will reimburse the Engineer for its costs to comply with the transfer request.
 - 3. Engineer shall have and retain the ownership, title, and property rights, including copyright, patent, intellectual property, and common law rights, in any design elements (including but not limited to standard details, drawings, plans, specifications, methodologies, and engineering computations) used in the Documents, but developed by Engineer or its Subconsultants previous to or independent of this Agreement ("Previously/Independently Created Works"). Engineer shall provide appropriate verification of such previous or independent development upon Owner's request.
 - 4. Upon receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, Engineer will issue to Owner a royalty-free, nonexclusive and irrevocable license to use such Previously/Independently Created Works on the Project or on any extension of the Project.
 - 5. Owner acknowledges that the Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer.
 - 6. Any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants.

7. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Subconsultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer.
 8. Such limited license to Owner shall not create any rights in third parties.
 9. Nothing herein limits the Engineer's right of use or reuse of Previously/Independently Created Works or any of Engineer's non-Document work product.
- B. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.
- C. Engineer shall inform Owner if Engineer is aware of any invention, design, process, product, or device specified in the Drawings, Specifications, or other Documents that is subject to payment (whether by Owner or Contractor) of any license fee or royalty to others, as required by patent rights or copyrights. If Engineer's good-faith inclusion in the Drawings, Specifications, or other Documents of new, innovative, or non-standard technologies, for the benefit of Owner and the Project, results in third-party claims of infringement or violation of intellectual property rights, then Owner and Engineer shall share equally the costs of defending against, settling, or paying such claims.
- D. Engineer will obtain Owner's consent, which will not be unreasonably withheld, prior to releasing any publicity, including news and press releases, promotional publications, award and prize competition submittals, and other advertising regarding the subject matter of this Agreement. Nothing herein will limit the Engineer's right to include information in statements of qualifications and proposals to others accurately describing its participation and participation of employees in the Project.

6.03 Electronic Transmittals

- A. To the fullest extent practical, Owner and Engineer agree to transmit, and accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with Exhibit F, Electronic Documents Protocol (EDP).
1. Compliance with the EDP by Engineer shall be considered a Basic Service and no direct or separate compensation will be paid to Engineer for such compliance, unless provisions for separate compensation are expressly set forth in the EDP.
 2. Engineer's costs directly attributable to changes in Engineer's Electronic Documents obligations, after the effective date of this Agreement, necessitated by revisions to Exhibit F, delayed adoption of Exhibit F, or implementation of other Electronic Documents protocols, will be compensated as Additional Services.
- B. If this Agreement does not include Exhibit F or otherwise does not establish or include protocols for transmittal of Electronic Documents by Electronic Means, then Owner and Engineer may operate without specific protocols or may jointly develop such protocols at a later date.
- C. Except as stated otherwise in Exhibit F (if included in this Agreement), when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations

as to long term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents, or from those established in applicable protocols.

- D. This Agreement (including the EDP) is not intended to create obligations for Owner or Engineer with respect to transmittals to or from third parties, except as expressly stated in the EDP.

6.04 Insurance

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G.
- B. Additional Insureds: The Engineer's commercial general liability, automobile liability, and umbrella or excess liability policies, must:
 - 1. include and list as additional insureds Owner, and any individuals or entities identified as additional insureds in Exhibit G;
 - 2. include coverage for the respective officers, directors, members, partners, and employees of all such additional insureds;
 - 3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations); and
 - 4. not seek contribution from insurance maintained by the additional insured.
- C. Owner shall procure and maintain insurance as set forth in Exhibit G.
- D. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer, its Subconsultants, and Engineer's Subcontractors to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project. Owner shall give Engineer access to any certificates of insurance and copies of endorsements and policies obtained by Owner from Contractor.
- E. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates must be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
 - 1. Upon request by Owner or any other insured, Engineer shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subconsultants and Engineer's Subcontractors. In any documentation furnished under this provision, Engineer may redact (a) any confidential premium or pricing information and (b) any wording specific to projects or jurisdictions other than those applicable to this Agreement.
- F. All construction contracts entered into by Owner with respect to the Project must require builder's risk or similar property insurance.

- G. All policies of property insurance relating to the Project, including but not limited to any builder's risk or similar policy, must allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer, its Subconsultants, or Engineer's Subcontractors. Owner and Engineer waive all rights against each other, Contractor, Engineer's Subcontractors and Subconsultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any such builder's risk or similar policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.
- H. All policies of insurance must contain a provision or endorsement that the coverage afforded will not be canceled, and that renewal will not be refused, until at least 10 days' prior written notice has been given to the primary insured. Upon receipt of such notice, the primary insured must promptly forward a copy of the notice to the other party to this Agreement and replace the coverage being cancelled or reduced to conform to the requirements of this Agreement.
- I. At any time, Owner may request that Engineer, or Engineer's Subcontractors or Subconsultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require Engineer's Subcontractors or Subconsultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.05 Suspension and Termination

A. Suspension

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

B. Termination for Cause

- 1. Either party may terminate the Agreement for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement, through no fault of the terminating party.

- a. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.05.B.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. In addition to its termination rights in Paragraph 6.05.B.1, Engineer may terminate this Agreement for cause upon 7 days' written notice:
 - a. if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional;
 - b. if Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control; or
 - c. as the result of the presence at or adjacent to the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.09.E.
 3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.
- C. Termination for Convenience: Owner may terminate this Agreement for convenience, effective upon Engineer's receipt of notice from Owner.
- D. Extension of Effective Date of Termination: If Owner terminates the Agreement for cause or convenience, Owner may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files. Engineer shall be entitled to compensation for such tasks.
- E. Payments Upon Termination: In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.02.A.
1. If Owner has terminated the Agreement for cause and disputes Engineer's entitlement to compensation for services and reimbursement of expenses, then Engineer's entitlement to payment and Owner's rights to the use of the Documents will be resolved in accordance with the dispute resolution provisions of this Agreement or as otherwise agreed in writing.
 2. If Owner has terminated the Agreement for convenience, or if Engineer has terminated the Agreement for cause, then Engineer will be entitled, in addition to the payments identified above, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating

contracts with Engineer's Subcontractors or Subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit J.

6.06 Successors, Assigns, and Beneficiaries

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

6.07 Dispute Resolution

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

6.08 Controlling Law; Venue

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

6.09 Environmental Condition of Site

- A. Owner represents to Engineer that, as of the Effective Date, to the best of Owner's knowledge, no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. Undisclosed Constituents of Concern: For purposes of this Paragraph 6.09, the presence at or adjacent to the Site of Constituents of Concern that were not disclosed to Engineer pursuant to Paragraph 6.09.A, in such quantities or circumstances that such Constituents of Concern may present a danger to persons or property exposed to them, will be referred to as "undisclosed" Constituents of Concern.
 - 1. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of this Agreement or the Construction Contract, are not undisclosed Constituents of Concern.
 - 2. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under this Agreement are not undisclosed Constituents of Concern.
 - 3. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under another professional services contract for Owner, or as part of the work under a construction or remediation contract, are not undisclosed Constituents of Concern if Engineer has been informed of the general scope of such contract.
- C. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate authorities having jurisdiction if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- D. It is acknowledged by both parties that Engineer's scope of services does not include any services related to undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, or if encountered, uncovered, or revealed Constituents of Concern are present in substantially greater quantities or substantially different locations than disclosed or anticipated, or if investigative or remedial action, or other professional services, are necessary or required by applicable Laws and Regulations with respect to such Constituents of Concern, then Engineer may, at its option and without liability for direct, consequential, or any other damages, suspend performance of services on the portion of the Project adversely affected thereby until such portion of the Project is no longer so affected; and Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.

- E. If the presence at the Site of undisclosed Constituents of Concern, or of Constituents of Concern in substantially greater quantities or in substantially different locations than disclosed or anticipated, adversely affects the performance of Engineer's services under this Agreement, then:
 - 1. if the adverse effects do not preclude Engineer from completing its Project services in general accordance with this Agreement on unaffected or marginally affected portions of the Project, Engineer may accept an equitable adjustment in its compensation or in the time of completion, or both; and the Agreement will be amended to reflect changes necessitated by the presence of such Constituents of Concern; or
 - 2. if the adverse effects are of such materiality to the overall performance of Engineer that it cannot complete its services without significant changes to the scope of services, time of completion, and compensation, then Engineer may terminate this Agreement for cause on 7 days' written notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and will not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.10 Indemnification and Mutual Waiver

- A. Indemnification by Engineer: To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, Subconsultants, or Engineer's Subcontractors. This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."
- B. Environmental Indemnification: To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer, its Subconsultants, Engineer's Subcontractors, and their officers, directors, members, partners, agents, employees, and subconsultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorney's fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that:
 - 1. any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and
 - 2. nothing in this paragraph obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

- C. No Defense Obligation: The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- D. Percentage Share of Negligence: To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, will not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- E. Mutual Waiver: To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's officers, directors, members, partners, agents, employees, subconsultants, and insurers, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes. Such excluded damages include but are not limited to loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; and cost of capital.

6.11 Records Retention

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

6.12 Miscellaneous Provisions

- A. Notices: Any notice required under this Agreement will be in writing, and delivered: in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line. All such notices are effective upon the date of receipt.
- B. Survival: Subject to applicable Laws and Regulations, all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. Severability: Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Engineer.
- D. No Waiver: A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Agreement.
- E. Accrual of Claims: To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement will be deemed to have accrued, and all statutory periods of limitation will commence, no later than the date of Substantial Completion; or, if Engineer's services do not include Construction Phase services, or the Project is not completed, then no later than the date of Owner's last payment to Engineer.
- F. Operational Technology Systems: Owner agrees that the effectiveness of operational technology systems ("OT Systems") and features designed or recommended by Engineer are dependent upon Owner's continued operation and maintenance of the OT Systems in

accordance with all standards, best practices, laws, and regulations that govern the operation and maintenance of the OT Systems. Owner shall be solely responsible for operating and maintaining the OT System in accordance with applicable industry standards (i.e. ISA, NIST, etc.) and best practices, which generally include but are not limited to, cyber security policies and procedures, documentation and training requirements, continuous monitoring of assets for tampering and intrusion, periodic evaluation for asset vulnerabilities, implementation and update of appropriate technical, physical, and operational standards, and offline testing of all software/firmware patches/updates prior to placing updates into production. Additionally, Owner recognizes and agrees that OT Systems are subject to internal and external breach, compromise, and similar incidents. Security features designed or recommended by Engineer are intended to reduce the likelihood that OT Systems will be compromised by such incidents. However, Engineer does not guarantee that Owner's OT Systems are impenetrable and Owner agrees to waive any claims against Engineer resulting from any such incidents that relate to or affect Owner's OT Systems.

ARTICLE 7—DEFINITIONS

7.01 Defined Terms

- A. Wherever used in this Agreement (including the exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
1. **Addenda**—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
 2. **Additional Services**—The services to be performed for or furnished to Owner by Engineer in accordance with Article 2 of Exhibit A of this Agreement.
 3. **Agreement**—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
 4. **Application for Payment**—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
 5. **Basic Services**—The services to be performed for or furnished to Owner by Engineer in accordance with Article 1 of Exhibit A of this Agreement.
 6. **Bidding/Proposal Documents**—Documents related to the selection of the Contractor, including advertisements or invitations to bid; requests for proposals; instructions to bidders or proposers, including any attachments such as lists of available Site-related documents; bid forms; bids; proposal forms; proposals; bidding requirements; and qualifications documents.
 7. **Change Order**—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.

8. Change Proposal—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
9. Constituents of Concern—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
10. Construction Contract—The entire and integrated written contract between Owner and Contractor concerning the Work.
11. Construction Contract Documents—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract. See also definition of “Front-End Construction Contract Documents” below.
12. Construction Contract Price—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
13. Construction Contract Times—The number of days or the dates by which Contractor must: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
14. Construction Cost—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner’s costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
15. Constructor—Any person or entity (not including the Engineer, its employees, agents, representatives, or Subconsultants, or Engineer’s Subcontractors), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner’s work forces, utility companies, other contractors, construction managers, design-builders, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
16. Contractor—The entity or individual with which Owner enters into a Construction Contract.
17. Documents—All documents expressly identified as deliverables in this Agreement, whether in printed or Electronic Document form, required by this Agreement to be provided or furnished by Engineer to Owner. Such specifically required deliverables may

include, by way of example, Drawings, Specifications, data, reports, building information models, and civil integrated management models.

18. Drawings—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. Effective Date—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. Electronic Document—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
21. Electronic Means—Electronic mail (e-mail), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Agreement. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.
22. Engineer—The individual or entity named as such in this Agreement.
23. Engineer's Subcontractor—An individual, firm, vendor, or other entity having a contract with Engineer to furnish general services, equipment, or materials with respect to the Project as an independent contractor.
24. Field Order—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
25. Front-End Construction Contract Documents—Those Construction Contract Documents whose primary purpose is to establish legal and contractual terms and conditions, typically including the Owner-Contractor agreement, bonds, general conditions, and supplementary conditions. The term excludes the Drawings and Specifications, and any Construction Contract Documents delivered or issued after the effective date of the Construction Contract.
26. Laws and Regulations; Laws or Regulations—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
27. Owner—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
28. Project—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and

start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.

29. Record Drawings—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
30. Resident Project Representative—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of the RPR.
31. Samples—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
32. Shop Drawings—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
33. Site—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
34. Specifications—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
35. Subconsultant—An individual, design firm, consultant, or other entity having a contract with Engineer to furnish professional services with respect to the Project as an independent contractor.
36. Subcontractor—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
37. Submittal—A written or graphic document, prepared by or for Contractor, which the Construction Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Construction Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Construction Contract Documents. Change Proposals, Change Orders, Claims, notices,

Applications for Payment, and requests for interpretation or clarification are not Submittals.

38. Substantial Completion—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
39. Supplier—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
40. Total Project Costs—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties and private utilities (including relocation if not part of Construction Cost), Owner’s costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
41. Underground Facilities—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.
42. Work—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.
43. Work Change Directive—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. Terminology

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

ARTICLE 8—EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits to Agreement

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

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

8.02 Total Agreement

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

8.03 Designated Representatives

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

8.04 Engineer's Certifications

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

8.05 Conflict of Interest

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

This Agreement's Effective Date is **[insert date]**.

Owner:

City of Yankton, South Dakota

(name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Attach evidence of authority to sign.

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Phone: _____

Email: _____

Engineer:

HDR Engineering, Inc.

(name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: Jason Kjenstad
(typed or printed)

Title: Vice President
(typed or printed)

Attach evidence of authority to sign.

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

101 S. Phillips Ave
Suite 401
Sioux Falls, SD 57104

Designated Representative:

Name: DelRon Peters
(typed or printed)

Title: Project Manager
(typed or printed)

Address:

101 S. Phillips Ave
Suite 401
Sioux Falls, SD 57104

Phone: 605-977-7745

Email: delron.peters@hdrinc.com

EXHIBIT A SCOPE OF SERVICES

City of Yankton

Wastewater Treatment Plant Improvement *Project*

ID# 1 thru 12

Background Information

The City of Yankton is proposing to make improvements to the city's wastewater treatment and a portion of the collection system, which were heavily impacted by the flooding of 2019. Most of the work activity will occur at the city's wastewater treatment plant, which is a complex of buildings and facilities covering approximately 15 acres. It is located in Township 93N, Range 55W, Section 18. The project also will include rehabbing manholes located above the Hastings Street sewage lift station, in Township 93N, Range 55W, Section 9. Work at the treatment plant will include the following specific components:

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

1. Project ID #1: Replace Electrical Main Gear to Eliminate Single Points of Failure
2. Project ID #2: Reduce Single Points of Failure in Plant Electrical
3. Project ID #3: Generator for Effluent Pumping
4. Project ID #4: Pretreatment Room Influent Screening Replacement
5. Project ID #5: Replace Process Pumps with Dry Pit Submersible
6. Project ID #6: New Equalization Basin with Pumping
7. Project ID #7: Service Bypass Gates Replacement
8. Project ID 8: Splitter/Secondary Influent Piping Replacement
9. Project ID #9: Influent Piping Replacement from New Manhole into the Plant
10. Project ID #10: New Portable Bypass Pump
11. Project ID #11: Manholes at Hastings Lift Station/Inflow Issue
12. Project ID #12: WWTF Master Plan

	TASK SERIES 200 PREDESIGN SERVICES / MASTER PLAN	TASK SERIES 300 50% DESIGN	TASK SERIES 400 FINAL DESIGN	TASK SERIES 500 BIDDING ADMIN.	TASK SERIES 600 - CONSTRUCTION ADMIN. & TASK SERIES 700 PROJECT STARTUP, O&M AND TRAINING
Project ID #1: Replace Electrical Main Gear to Eliminate Single Points of Failure		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Project ID #2: Reduce Single Points of Failure in Plant Electrical		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Project ID #3: Generator for Effluent Pumping		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Project ID #4: Pretreatment Room Influent Screening Replacement		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Project ID #5: Replace Process Pumps with Dry Pit Submersible		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Project ID #6: New Equalization Basin with Pumping		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Project ID #7: Service Bypass Gates Replacement		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Project ID 8: Splitter/Secondary Influent Piping Replacement		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Project ID #9: Influent Piping Replacement from New Manhole into the Plant		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Project ID #10: New Portable Bypass Pump		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Project ID #11: Manholes at Hastings Lift Station/Inflow Issue		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Project ID #12-14: Planning Studies	<input checked="" type="checkbox"/>				

The following sections outline the scope of services to be completed for these projects.

TASK SERIES 100 – PROJECT MANAGEMENT

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

Task 110 Management Plan / Initiation Meeting

Subtask 111 – Project Manual. A project manual will be developed to present procedures and scope, schedule, contacts and responsibilities for the project.

- Schedule: comprehensive including procurement, bid dates complete with construction schedule.

Subtask 112 – Initiation Meeting and review meetings. A meeting will be held with key HDR personnel and the City to discuss the project team, proposed schedule and discuss issues to clarify and establish direction for the individual tasks. The Project Manual review comments will be taken and updates to the Project Manual will be distributed. Progress review meetings will be held in person or via Webex bi-weekly.

Subtask 113 – Project Management. Project management activities listed to be provided for the duration of pre-design and design activities:

- Provide project monitoring and reporting
- Provide resource management and allocation based on project schedules and activities
- Provide budget and invoice management
- Provide coordination with owner and subconsultants
- Conduct periodic team meetings for project coordination
- Conduct up to two council information meetings for projects
- Quality Assurance and Quality Control:
 - Review all work activities and project deliverables for conformance with quality control requirements and project standards. Monitor project activities for potential changes, anticipate changes whenever possible, and with City's approval, modify project tasks and approach to keep the overall project within budget and on schedule.

Deliverable:

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

Task 120 Geotech Coordination

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

Geotechnical Information to include:

- Rock Profile
- Rock Hardness

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

Deliverable:

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

TASK SERIES 200 – STUDY AND REPORT PHASE

Task 210 Wastewater Treatment Plant Master Plan

Scope: HDR will prepare a master planning document describing the preferred plan for the next 20-years. This section includes the categories of work for preparation, review, and presentation of the Wastewater Master Plan Report. The tasks to be completed and scope of work included are as follows:

- Subtask 211 – Data Collection and Review. HDR has obtained the majority of the background information during the Condition Assessment and EDA Facility Planning stage. Additional required information will include:
 - WWTP flow, loading, and process data
 - Recent industrial loading data
 - Relevant operational data.
- Subtask 212 – Growth Projections.
 - Based on the City’s current projections, confirm design population for design years 2025, 2030, 2035, and 2040.
- Subtask 213 – Wastewater Flow and Loading Projections
 - Existing flow and loading information will be reviewed, tabulated and summarized to assist in determining the impact on the final design approach.
 - Analyze current flows and loading and calculate estimated future flow rates and loading.
 - Meet with City Staff to reach consensus of wastewater flow projections.
- Subtask 214 – Modeling and analysis of existing facilities
 - Updated using BioWin to determine capabilities of existing processes to meet anticipated effluent requirements.
- Subtask 215 – Process hydraulics
 - To be reviewed for hydraulic bottlenecks.

- Subtask 216 – Future plant layout
 - Provide a preliminary layout illustrating the proposed improvements
- Subtask 217 – Preliminary cost estimates
 - Provide tabulated CIP plan based on priority for improvements.
- Subtask 218 – New WWTP at new location vs improving existing WWTP
 - After programming meeting, HDR will develop two (2) conceptual layout drawings including two potential new plant siting locations.
 - HDR will then present to the City for review and comment and selection of one (1) primary layout to proceed to planning level cost estimating.
 - Determine the planning level costs and summarize effects for moving the wastewater treatment plant and compare to improving the existing WWTP
- Subtask 219 – Draft Master Plan Report
 - Prepare from the information developed from each task above and utilizing WWTP Facility Condition Assessment along with current EDA Facility Plan information completed by HDR:
 - Meeting with City Staff to review the draft Master Plan Update Report.
- Subtask 220 – Final Master Plan Report
 - Update the Master Plan Report based on City Staff comments and supplement with an Executive Summary.
 - Present Master Plan Report to the City Council.
 - Address comments and finalize report based on input from City Council.

City Involvement:

- Provide plant flow and loading data and record and shop drawings, as available.
- Review and comment on population projections and Master Plan submittals.

Deliverables:

- Electronic copies of site layout options for proposed plant layout along with two (2) options for new plant sites will be developed for programming and one (1) of these options will be advanced for developing planning level costs.
- Wastewater Master Plan Document
- Meeting Minutes

Assumptions:

- Four workshops to discuss master plan and options

- a. Kickoff workshop
- b. New site location review meeting.
- c. Interim Planning workshop
- d. Final workshop
- Key Understandings:
 - i. Drawings will be prepared in AutoCAD format (as agreed to by the City). All other documents will be transmitted to the City in PDF, MSWord, MS Excel formats or other standard business software, as appropriate.

TASK SERIES 300 – 50% PRELIMINARY DESIGN

Objective: The following paragraphs describe the various improvements/upgrades to the Yankton WWTP. HDR will prepare 50% design documents and construction cost opinion for the City's review and comment for the following improvements:

REPLACE ELECTRICAL MAIN GEAR TO ELIMINATE SINGLE POINTS OF FAILURE:

The Yankton WWTP currently is provided with two separate utility source feeds into the main switchgear building. The switchgear lineup is fed from one of the two utility feeds into the facility. If one of the utility feeds fails, an automatic transfer switch (ATS) operates to switch to the second utility feed.

This project includes the replacement of the current arrangement with a more reliable, robust system. The upgrade retains the dual utility feed arrangement concept. The upgrade would include the replacement switchgear installed in a new standalone electrical building. The arrangement would include a split switchgear lineup with a utility feed for each lineup. The two switchgear lineups would be connected by a main tiebreaker. During normal operation, the tiebreaker is open, and each utility feed supplies each side of switchgear lineup. If a utility feed fails, half of the facility continues to operation until the tiebreaker is closed and then the entire plant can then be operated. This type of system provides greater reliability and less reliance on automatic switch operations.



Drawing will be in 3-D BIM with piping in Civil 3-D.

REDUCE SINGLE POINTS OF FAILURE IN PLANT ELECTRICAL:

In addition to the main service upgrade listed above, this project includes providing redundant feeds to critical buildings. Currently the plant has limited redundancy to some buildings, the extents of which are not sufficient to maintain treatment if a failure were to occur at a number of points in the electrical distribution system. This project provides redundant radial feeds to the Influent Screening, Secondary Pumping, Disinfection, and Administration/Lab to maintain treatment in case of a major failure in the electrical system.

The project components include running conduit and cable encased in concrete (duct bank) to each of these critical process areas. This will provide the second feed to each of these critical process areas. At the motor control center for each of the buildings, an automatic transfer switch (ATS) will be installed. This ATS will accept the dual feeds and use one for feeding the specific motor control center. If one of the dual

feeds is disrupted, the ATS will switch to the available power source if necessary. This additional feed alternative along with Project 1 greatly improves electrical reliability for the facility.

Drawing will be in 3-D BIM with piping in Civil 3-D.

GENERATOR FOR EFFLUENT PUMPING:

This project includes the addition of a dedicated emergency power generator for effluent pumping. The facility currently has a dedicated portable effluent pump, but it does not have a dedicated power supply.

The project includes providing and installing a new 200 kW diesel engine generator for the effluent pumps. The generator would include the necessary fuel storage and electrical controls to properly serve the effluent pump.

PRETREATMENT ROOM INFLUENT SCREENING REPLACEMENT:

This project replaces the existing screens and ancillary equipment in the headworks to the facility. Screening of the influent flow to the plant is required to remove the large debris, rags, floatables that can cause downstream equipment failure and process failure. The current screens have a history of tripping out during high flow events. When a screen trips out, the screen blinds with rags and other debris and can result in sewer backup and potential sewer overflow. The screening units need to be replaced with a reliable screening technology.

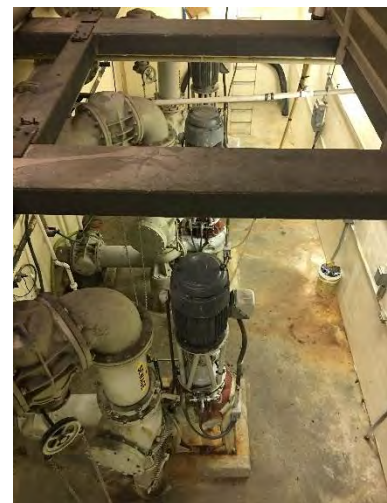


This project includes the replacement of the two existing screens with two new influent screens. The project will also include the removal and replacement of the current screens' electrical controls and instrumentation. Channel improvements are included to provide the necessary structural support for the new bar screens. This project includes replacement of the existing screenings conveyor and associated controls.

Drawing will be in 3-D BIM with piping in Civil 3-D.

PROCESS PUMP REPLACEMENT WITH DRY PIT SUBMERSIBLE:

The current critical process pumps and motors are located in a 30-foot below grade pump station. This pump station is located in the Aeration Building shown on the site plan. These three pumps are critical for the secondary treatment process. This pumping area has flooded in the past. The pumps are not rated to operate in the flooded condition. Submersible dry-pit pump technology will allow the pumps to run through a flooding event.



The project includes removal and replacement of three existing non-clog vertical sewage pumps with three dry-pit submersible pumps. The project will require replacement of the local electrical disconnect switch with new on the upper level, older two vfds, AFD control on the second level, new wetwell level controller and misc. conduit and cable. A new drive cabinet that would house the three drives in one enclosure will be assessed. The abandoned electrical removed. Submersible pumps are provided with attached cable that will be installed at a disconnect location above the potential flooding elevation in the pump station. The submersible pumps will, also be provided with new control panels.

Piping and valve modifications will be required to properly mate the pump suction and discharge to the existing piping.

NEW EQUALIZATION BASIN WITH PUMPING:

This project provides for a minimum of 1 million gallons of equalization storage and pumping for the plant. A major plant bypass to the river occurred during the March 2019 event as the plant hydraulic capacity was exceeded. This project includes the construction of equalization basins, a minimum to two equalization pumps, necessary piping and electrical systems for these critical high flows. This project will prevent the direct discharge of untreated wastewater. The most cost-effect means to upgrade the plant to handle these flows is to provide storage for the peak flows and to dampen the peak to the current plant capacity.

Pumping station will be in 3-D BIM with piping and equalization basin in Civil 3-D.

SERVICE BYPASS GATES REPLACEMENT:

This project replaces the existing service bypass gates in the plant. These gates are required to be opened in the event of flows exceeding plant capacity in order to avoid flooding out the facilities. It is critical to provide isolation gates for the UV disinfection system in event of failure to avoid equipment flooding.

There are currently ten (10) gates that require removal and replacement.

The following gates require replacement:

- Influent Building (1)
- Primary Clarifier (1)
- Backup Secondary Clarifier (4)
- Effluent Structure (4)

Gates will be in 2-D ACAD.

SPLITTER/SECONDARY INFLUENT PIPING REPLACEMENT:

The project includes the removal and replacement of the existing piping from the primary clarifier effluent box to the secondary treatment system. This is approximately 300 feet of 36-inch equivalent pipe. This area has observed settlement over the top of the pipe.



This project includes the removal and replacement of the existing equivalent 36-inch pipe along with pump suction piping along the building wall. Since the line is necessary for treatment and permit compliance, bypass pumping will be included. The project includes excavation, subgrade stabilization, temporary yard piping supports and manhole reconstruction. The existing line is installed beneath the digester waste gas flare and the project will include relocation of that equipment.

Drawings will be in 3-D BIM with piping in Civil 3-D.

INFLUENT PIPING REPLACEMENT FROM NEW MANHOLE INTO THE PLANT:

The project includes the replacement of the current 650-foot long 48-inch minimum diameter influent pipe into the Plant. The current pipe is failing due age and H₂S gas caused degradation. It is anticipated the new influent line will be constructed in a new alignment. The project includes new piping, new manholes at connection points and change in direction, and removal of the existing pipe and filling the pipe trench. This project will also include bypass pumping to maintain influent flow into the plant at all times.

The following exhibits present the influent piping replacement with the first exhibit showing building location and second exhibit showing improvements needed.

Drawings will be in Civil 3-D.

NEW PORTABLE BYPASS PUMP

The bypass pump will be used in the event of exceeding plant or pump station capacity in order to avoid flooding out the customers. This pump is anticipated to be a 6-inch pump (suction/discharge piping). This pump will have the capacity for at least 1,000 gallons per minute.

MANHOLE REHABILITATION AT HASTINGS LIFT STATION/INFLOW ISSUE

This project includes the installation of manhole seals and castings at manholes upstream from the Hastings Lift station (LS).

This project includes the removal of the manhole lids and castings and installation of manhole seals and new leak-proof castings. The project will also require miscellaneous street repair where necessary as a result of digging the castings.

Drawings will be in Civil 3-D.

Task 310 Design Drawing Development

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

Task 320 Preliminary Specifications

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

Task 330 Construction Cost Opinion

- Subtask 331 – Construction Cost Opinion. An opinion of probable construction cost will be prepared based upon the preliminary drawings and specifications developed in the previous tasks.

Task 340 City Review

- Includes meeting to review with the City.
- Subtask 341 – Review. The documents and construction cost opinion will be reviewed with the City. City comments will be reviewed and incorporated into the documents.

Deliverables for Each Design Package:

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

TASK SERIES 400 – FINAL DESIGN

Objective: HDR will finalize documents and incorporate the City's review comments for the previously described improvements. The documents will be submitted for regulatory review.

Task 410 Final Documents

- Subtask 411 – Final Drawings. The final drawings to be used for bidding will be developed.

Task 420 Technical Specifications

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

Task 430 Construction Cost Opinion

- Subtask 431 – Cost Opinion. Final opinion of probable construction cost will be prepared based upon the final drawings and specification developed in the previous tasks.

Task 440 City & Regulatory Reviews

- Subtask 441 – HDR Review. HDR will conduct an internal QA / QC review by senior personnel.
- Subtask 442 – City Review. HDR will submit the final drawings, specifications, and contract documents to the City for review and comment. Following City review, a meeting will be held to review documents and address comments.
- Subtask 443 – Review. HDR will submit documents for regulatory agency reviews.

Task 450 Final Document Submittal

- Subtask 451 – Final Deliverables. After resolution of review comments, HDR will incorporate the comments into the final documents and submit the final drawings, specifications, and contract documents to the City.
- Subtask 452 – SD DENR Deliverables. HDR will submit the final drawings, specifications, and contract documents to the SD DENR. SD DENR will be invited to an interim design meeting so they can become familiar with the project and weigh in on any concerns early.

Deliverables for Each Design Package:

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

TASK SERIES 500 – BIDDING ADMINISTRATION

Objective: Bidding phase services by HDR include activities such as printing, document distribution, clarifications, addenda development and distribution, attend bid opening, and making a recommendation of award.

Task 510 Bid Advertisement and Bid Documents

HDR will assist the City in advertising for and obtaining bids for materials, equipment and services to be performed by a contractor for the construction contract.

It is anticipated there will be one project bid that includes all the upgrades included in this scope of services.

Task 520 Addenda and Bid Assistance

HDR shall receive and respond to contractor questions during the bid phase of the contract. HDR will assemble addenda as appropriate to interpret, clarify or expand the Contract Documents and distribute addenda to plan holders via Quest CDN. Contract Documents will be available for download on QuestCDN.

Task 530 Pre-Bid Conference

HDR will prepare an agenda and conduct a pre-bid conference to be attended by the City, interested Contractors, and HDR personnel. The meeting will include a presentation given by the HDR Project Manager, and a tour of the work site.

Task 540 Bid Opening, Tabulation and Contract Award

HDR will attend the bid opening, prepare bid tabulation sheets, and assist the City in evaluating bids and awarding the construction contract.

Deliverables:

- Recommended bid advertisement, print-ready specifications and drawings, addenda, bid tabulation, recommendation of award, and pre-bid conference meeting minutes.
- Post on QuestCDN for bidding.

City Involvement:

- Advertise project for bid.
- Attend pre-bid conference.
- Administer bid opening.

TASK SERIES 600 – CONSTRUCTION ADMINISTRATION

Task 610 Pre-Construction Conference

HDR will prepare an agenda and administer a pre-construction conference to be attended by the City, Contractor, appropriate subcontractors, HDR's Project Manager and HDR's Resident Project Representative. This meeting will clarify communications channels, identify project procedures and clarify requirements.

Task 620 Construction Engineering

During construction, HDR design engineers will make monthly visits to the project to observe the progress and quality of work, to advise the City on work progress and quality and to make recommendations on acceptability of the work. HDR will complete daily reports when on-site and will record construction activities using cameras.

HDR will provide a written monthly report summarizing the status of construction on site. The report will include work completed to date, upcoming events, and budget.

HDR will conduct formal monthly construction meetings with the contractor and City. The meetings will discuss project issues, progress, submittal requirements and issues, and other necessary items for completion of the construction project. HDR will provide a meeting agenda and will complete meeting minutes for recording construction activities.

HDR will review and comment on up to 200 shop drawings, O&M manuals, equipment diagrams, material samples, test results and other data the contractor submits. HDR places special emphasis on this task to ensure that products are provided as specified or shown on the drawings. HDR will furnish the City with two sets of shop drawing records for their files. A shop drawing log will be maintained documenting the schedule and status of shop drawings.

The City will be provided a PDF of the approved Shop Drawings.

HDR will respond to up to 100 Contractor requests for information (RFI's) and maintain a log and written documentation of responses.

HDR will review monthly progress payment requests, submit payment recommendations and prepare change orders. HDR will review and verify certified payrolls by the Contractor on at least a monthly basis. A monthly report will be prepared. A log of change proposal requests and change orders will be maintained, and a copy provided to the City.

HDR will assist the Contractor in coordinating construction activities with operation of the existing plant to ensure that discharge requirements are met throughout the construction period and to ensure that the needs of the operating staff are met.

HDR will conduct interim inspections to verify contractor payment requests and to provide a deficiency list to the contractor for work completion.

Task 630 As-Recorded Drawings

HDR will coordinate the preparation of final record drawings, which conform, to construction records. HDR will furnish the Construction Contractor with a full-size copy of the project drawings for recording construction information. Progress payment processing will be predicated upon the status of the Contractor's record drawings. HDR will submit

to the City the final approved product. HDR will provide the City with the record drawings on full size reproducible sheets as well as one set of record drawings in electronic format in PDF. These drawings will be based on construction records from the Contractor, resident project representative, and City.

Task 640 Construction Contract Close-Out

HDR will conduct a final inspection of the project jointly with representatives of the City and any federal and state agencies having jurisdiction and submit a written report recommending final settlement of the contract. HDR will provide a declaration of construction completion in accordance with SD DENR requirements.

HDR will provide the City with a list of construction deficiencies, inspection of the correction of these deficiencies, review final payment application make recommendation to the City for final payment and give written notice to the City and Contractor that work is acceptable and complete.

Deliverables:

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

City Involvement:

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

Task 650 Construction Observation

HDR's project manager will visit the site during construction on a monthly basis as a minimum and will be available for on-site construction management during critical points during construction. **Note: Resident Project Representative Work is included as Time and Materials.**

Site Resident Project Representative.

HDR will coordinate and monitor construction, equipment installation and process piping to be performed by the construction contractor as required by construction project documents. Construction inspection hours have been included strictly based on 300 days. Actual effort will be impacted by the Contractor's schedule and actual observation requirements.

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

Task 710 Project Startup

A start-up and training program will be submitted to the City three weeks in advance of critical activities. HDR will utilize an in-house operations specialist to develop any required training program consistent with the City's needs and in conformance with the requirements of the SD DENR. After review and comment by the City, the program will be initiated by HDR engineers. HDR will work with the City to make appropriate adjustments to the program to best match City needs. A four-hour classroom training session on project process design, control, and operation will be conducted with City operations staff. This will be in addition to specific equipment training to be provided by the General Contractor and equipment manufacturers.

Task 720 Equipment and Systems Startup

HDR will coordinate and monitor equipment checkout and start up training sessions for key equipment items to be performed by the construction contractor as required by construction project documents.

Task 730 Operations and Maintenance Manual Update

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

Deliverables:

- Start-up and training program materials.
- Classroom training.
- HDR O&M staff to train on operations and maintenance programming for replacement plan for the items installed with this project. 40 hours of onsite training included.
- Word Document for Operations and Maintenance Manual.

City Involvement:

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

ASSUMPTIONS

1. Pending finalizing the scope for these items, a placeholder fee has been included for the following:
 - a. Geological testing for the new structure.
2. Construction inspection hours have been included strictly based on 300 days.

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

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

EXHIBIT C—AMENDMENT TO OWNER-ENGINEER AGREEMENT

AMENDMENT TO OWNER-ENGINEER AGREEMENT

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

Owner: **City of Yankton, South Dakota**

Engineer: **HDR Engineering, Inc.**

Project: **Wastewater Treatment Plant Improvement Project**

Effective Date of Owner-Engineer Agreement: **[Effective Date of Agreement]**

Nature of Amendment: (Check those that apply)

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

Description of Modifications:

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

Agreement Summary:

Original agreement amount: \$

Net change for prior amendments: \$

This amendment amount: \$

Adjusted Agreement amount: \$

Change in time for services (days or date, as applicable):

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

Owner

Engineer

(typed or printed name of organization)

(typed or printed name of organization)

By:

(individual's signature)

By:

(individual's signature)

(Attach evidence of authority to sign.)

(Attach evidence of authority to sign.)

Date:

(date signed)

Date:

(date signed)

Name:

(typed or printed)

Name:

(typed or printed)

Title:

(typed or printed)

Title:

(typed or printed)

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

ARTICLE 1—RESIDENT PROJECT REPRESENTATIVE SERVICES

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

1.01 Resident Project Representative

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

1.02 Duties and Responsibilities of RPR

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

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

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

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

10. Inspections, Tests, and System Start-ups

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

11. Records

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

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

1.03 Limitations of Authority

A. Resident Project Representative shall not:

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

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

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

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

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

Engineer

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

EXHIBIT F—ELECTRONIC DOCUMENTS PROTOCOL (EDP)

ARTICLE 1—ELECTRONIC DOCUMENTS PROTOCOL (EDP)

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

1.01 Electronic Documents Protocol

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

1. Basic Requirements

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

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

2. System Infrastructure for Electronic Document Exchange

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

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

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

B. Software Requirements for Electronic Document Exchange; Limitations

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

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

C. Format and Distribution of Deliverables

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

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

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

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

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

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

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

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

EXHIBIT G—INSURANCE

ARTICLE 1—INSURANCE

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

1.01 Insurance Policies and Limits

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

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

1.02 Additional Insureds

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

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

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

EXHIBIT H—DISPUTE RESOLUTION

ARTICLE 1—DISPUTE RESOLUTION METHOD

Paragraph 6.07 of the Agreement, Dispute Resolution, is supplemented to include the following Exhibit H Paragraph 1.01:

1.01 Arbitration

- A. Method for Resolution of Disputes: All Disputes between Owner and Engineer that have not been resolved by negotiations or mediation will be settled by arbitration administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules (subject to the conditions and limitations of this Exhibit H Paragraph 1.01). This agreement to arbitrate will be specifically enforceable under the prevailing law of any court having jurisdiction.
- B. Arbitration Provisions
 1. Notice of the demand for arbitration must be filed in writing with the other party to the Agreement and with the selected arbitration administrator. 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. The arbitrator(s) must be licensed engineers, architects, contractors, attorneys, or construction managers. Hearings will take place pursuant to the standard procedures of the Construction Arbitration Rules that contemplate in-person hearings. The arbitrators will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute or the Agreement. Any award in an arbitration initiated under this clause will be limited to monetary damages and include no injunction or direction to any party other than the direction to pay a monetary amount.
 3. If the applicable arbitration rules require a preliminary mediation, but the parties have already participated in mediation with respect to the Dispute, then the second mediation is not required.
 4. The rules of any arbitration must be supplemented to include the following: The award rendered by the arbitrators must be in writing, and 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. Engineer reserves the right to appeal the arbitration award, in accordance with AAA rules.
 5. The award rendered by the arbitrators will be consistent with this Agreement and final, and judgment may be entered upon it in any court having jurisdiction thereof, and will not be subject to appeal or modification.
 6. The arbitrators will have the authority to allocate the costs of the arbitration process among the parties but will only have the authority to allocate attorneys' fees if a specific Law or Regulation or this Agreement expressly permits them to do so.

7. The parties agree that failure or refusal of a party to pay its required share of the deposits for arbitrator compensation or administrative charges will constitute a waiver by that party of the right to present evidence or cross-examine witness. In such event, the other party will be required to present evidence and legal argument as the arbitrator(s) may require for the making of an award. Such waiver will not allow for a default judgment against the non-paying party in the absence of evidence presented as provided for above.
8. Except as may be required by Laws or Regulations, neither party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties, with the exception of any disclosure required by Laws and Regulations or the Agreement. To the extent any disclosure is allowed pursuant to the exception, the disclosure must be strictly and narrowly limited to maintain confidentiality to the extent possible.
9. If a Dispute in question between Owner and Engineer involves the work of a Contractor, Subcontractor, or consultants to the Owner, Subconsultants to the Engineer, or Engineer's Subcontractors (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 Exhibit H Paragraph 1.01 nor in the provision of such contract consenting to joinder will create any claim, right, or cause of action in favor of the Joinable Party and against Owner or Engineer that does not otherwise exist.

EXHIBIT I—LIMITATIONS OF LIABILITY

ARTICLE 1—LIMITATIONS OF LIABILITY

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

1.01 Limitation of Engineer's Liability

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

EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

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

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

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

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

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

1. An amount equal to the cumulative hours charged to the Project by Engineer's personnel times Standard Hourly Rates for the applicable billing class, plus Reimbursable Expenses, plus Engineer's Subcontractors' and Subconsultants' charges, if any.
2. The Standard Hourly Rates charged by Engineer constitute full and complete compensation for Engineer's services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include Reimbursable Expenses or Engineer's Subcontractor's and Subconsultants' charges.
3. Engineer's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit J as Appendices 1 and 2.
4. The total compensation for such services is estimated to be \$1,441,464 based on the following estimated distribution of compensation:

a. Study and Report Phase	\$124,544
b. Preliminary Design Phase	\$572,840
c. Final Design Phase	\$305,655
d. Bidding/Proposal Phase	\$63,707
e. Construction Phase	\$279,483
f. Post-Construction Phase	\$65,235
g. Testing	\$30,000

5. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but compensation will not exceed the total estimated compensation amount unless approved in writing by Owner. See also Exhibit J Paragraph 1.03.C.2 below.
6. The total estimated compensation for Engineer's services included in the breakdown by phases incorporates all labor, overhead, profit, Reimbursable Expenses, and Engineer's Subcontractor's and Subconsultants' charges.
7. The amounts billed for Engineer's services under Exhibit J Paragraph 1.01 will be based on the cumulative hours charged to the Project during the billing period by Engineer's

employees times Standard Hourly Rates for the applicable billing class, plus Reimbursable Expenses and Engineer's Subcontractor's and Subconsultants' charges.

1.02 Compensation for Reimbursable Expenses

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

1.03 Other Provisions Concerning Payment

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

- D. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually January 1, 2022 to reflect equitable changes in the compensation payable to Engineer.
- E. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

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

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

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

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

- A. Owner shall pay Engineer for Resident Project Representative Services as follows:
1. Resident Project Representative Services: For services of Engineer's Resident Project Representative (RPR), if any, under Exhibits A and D, an amount equal to the cumulative hours charged by each class of Engineer's personnel providing RPR services times Standard Hourly Rates for each applicable billing class, plus RPR-related Reimbursable Expenses and RPR-related Engineer's Subcontractors' and Subconsultants' charges, if any. Standard Hourly Rates are set forth in Appendix 2, Standard Hourly Rates Schedule.
 2. The total compensation under this paragraph is estimated to be \$374,250 based upon full-time RPR services on an eight-hour workday, Monday through Friday, over a **300**-day construction schedule.
- B. Compensation for Reimbursable Expenses
1. For those Reimbursable Expenses that are directly related to the provision of RPR services and are not already accounted for in the compensation for Basic Services, Owner shall reimburse Engineer, using the rates set forth in Appendix 1, Reimbursable Expense Schedule, to this Exhibit J when applicable.
 2. Such Reimbursable Expenses include, to the extent RPR-related, the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representative; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar items. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
 3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be those internal expenses related to RPR services that are actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such services, the latter multiplied by a factor of **1.10**.
- C. Other Provisions Concerning Payment
1. Whenever Engineer is entitled to compensation for the RPR-related charges of Engineer's Subcontractors and Subconsultants, that compensation will be the amounts

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

2. Factors: The external Reimbursable Expenses and Engineer's Subcontractors' and Subconsultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. Estimated Compensation Amounts
 - a. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
 - b. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice Owner and Engineer will promptly review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend Engineer's services during negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.
4. The Standard Hourly Rates and the Reimbursable Expenses Schedule will be adjusted annually as of January 1, 2022 to reflect equitable changes in the compensation payable to Engineer for RPR-related services and expenses.
5. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

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

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

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

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

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

3. The Standard Hourly Rates and the Reimbursable Expenses Schedule will be adjusted annually January 1, 2022 to reflect equitable changes in the compensation payable to Engineer for Additional Services-related services and expenses.
4. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

APPENDIX 1: REIMBURSABLE EXPENSES SCHEDULE

Direct Expenses

Traffic Counting Equipment	\$120.00 per hour
Survey/GPS Equipment	\$50.00 per hour
Robotic Total Station	\$50.00 per hour
Side-by-Side Utility Vehicle	\$25.00 per hour
Handheld GPS	\$20.00 per hour
Mileage	\$0.75 per mile

Printing:

B&W 8.5x11	\$0.041 each
Color 8.5x11	\$0.138 each
B&W 11x17	\$0.079 each
Color 11x17	\$0.273 each
Plots Bond	\$0.459 per sq. ft.

OTHER REIMBURSABLE EXPENSES

Reimbursable Expense shall mean the actual expenses incurred directly or indirectly in connection with the Project for 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.

EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

APPENDIX 2: STANDARD HOURLY RATES SCHEDULE

B. Standard Hourly Rates

1. The Standard Hourly Rates apply only as specified in Exhibit J.

C. Schedule: Hourly rates for services performed on or after the date of the Agreement are:

Enclosed are the 2021 Hourly Billing Rates for HDR Engineering. These rates shall be adjusted annually to reflect any salary adjustments incurred by employees. The rates listed below do not include reimbursable expenses or hourly rates for equipment as defined below.

<u>Description</u>	<u>Billing Rate/Hour</u>
Managing Principal	225
Senior Project Manager	205
Project Manager III	195
Project Manager II	180
<u>Project Manager I</u>	<u>165</u>
Engineer VI	195
Engineer V	180
Engineer IV	165
Engineer III	145
Engineer II	130
<u>Engineer I</u>	<u>115</u>
<u>ASME Disciplines</u>	<u>180</u>
Engineering/Field Services Technician IV	155
Engineering/Field Services Technician III	125
Engineering/Field Services Technician II	105
<u>Engineering/Field Services Technician I</u>	<u>95</u>
Cadd/GIS Technician IV	135
Cadd/GIS Technician III	115
Cadd/GIS Technician II	105
<u>Cadd/GIS Technician I</u>	<u>95</u>
Right of Way IV	195
Right of Way III	175
Right of Way II	155
Right of Way I	120
<u>Right of Way Coordinator</u>	<u>95</u>
Environmental Scientist V	175
Environmental Scientist IV	160
Environmental Scientist III	140
Environmental Scientist II	125
<u>Environmental Scientist I</u>	<u>110</u>
Senior Land Surveyor	150
Land Surveyor	130
Survey Technician III	120
Survey Technician II	110
<u>Survey Technician I</u>	<u>95</u>
Senior Construction Manager	195
Construction Manager	155
Construction Engineer	125
<u>Construction Inspector</u>	<u>95</u>
Strategic Communications/Graphic Designer IV	165
Strategic Communications/Graphic Designer III	145
Strategic Communications/Graphic Designer II	125
<u>Strategic Communications/Graphic Designer I</u>	<u>95</u>
Project Controller	95
Project Assistant	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.

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

Appendix 2: Standard Hourly Rates Schedule.

Exhibits to EJDC® E-500, Agreement between Owner and Engineer for Professional Services.
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Memorandum #20-211

To: City Manager and City Commission
From: Dana Schmidt, Library Director
Subject: FY 2021 County Contract for Library Services
Date: December 14, 2020

The current contract with Yankton County for the Yankton Community Library to provide library services for residents living outside the corporate limits of the City of Yankton expires December 31, 2020.

Attached to this memorandum, please find a copy of Resolution #20-80, which would extend library services to Yankton County residents through Fiscal Year 2021.

Presently, the Yankton Community Library serves 934 cardholders residing outside of Yankton City limits and within Yankton County. Each member of the household may have their own card if they chose with only one payment required per household (not per card).

A non-resident library card (outside of Yankton County) is \$40 per household per year. Under this agreement, each Yankton County household pays \$20.00 per year for a library card and Yankton County provides \$15,000 per year to supplement the remaining costs. This is an increase in fees for the County residents for a library card from \$5.00 per household per year due to the decrease in funding from the country from \$24,000 to \$15,000. The current fee of \$20.00 per household per year was effective January 1, 2020.

Recommendation: The Yankton Community Library Board of Trustees formally recommends that the Yankton City Commission approve this Contract.

Respectfully Submitted,



Dana Schmidt
Library Director

I concur with this recommendation.

I do not concur with this recommendation.



Amy Leon, City Manager

Roll call

Resolution #20-80

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

WHEREAS, the current agreement is slated to expire December 31, 2020; and,

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

WHEREAS, more than 934 Yankton County residents are cardholders at the Yankton Community Library; and,

WHEREAS, the current agreement between the City and County contains a provision for extending this service until December 31, 2021.

NOW, THEREFORE BE IT RESOLVED by the Board of City Commissioners of the City of Yankton, South Dakota that the Agreement for the Provision of Library Services between the City and Yankton County be extended for the term January 1, 2021, through December 31, 2021.

Adopted:

Nathan V Johnson, Mayor

ATTEST:

Al Viereck, Finance Officer

Agreement for the Provision of Library Services

This Agreement made this 1st day of December, 2020 between the City of Yankton, a municipal corporation, acting through its Board of Library Trustees and its Board of City Commissioners and Yankton County, a political subdivision, acting through its Board of County Commissioners.

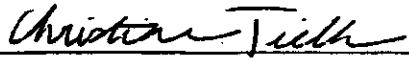
The parties do agree as follows:

1. The City of Yankton will provide the same library services to all residents of Yankton County living outside of the corporate limits of the City of Yankton as it provides for citizens of the City.
2. Yankton County will pay \$15,000 to the City of Yankton to provide library services for all Yankton County residents from January 1, 2021 until December 31, 2021. The City of Yankton will bill Yankton County semi-annually (April and October – See County Commission Minutes, 01/11/00)
3. Additionally, every household must pay a \$20.00 out-of-pocket charge directly to the Library, upon issuance or renewal, for a nonresident Yankton County card (for individuals living outside of the corporate limits of the City of Yankton but within Yankton County). This fee may be paid in installments of \$5 for 3 months, \$10 for 6 months, or \$20 for 12 months. Nonresident (outside of Yankton County) family cards are issued at \$40.00 per year.
4. While the Library agrees to verify that each person or family to whom a card issued is a resident of Yankton County by using a current means of identification and proof of address, both the County and Library have agreed upon the following definition of a county resident that is eligible to purchase a County card:

“Person or persons owning residential or business property within Yankton County or, through rent or lease, paying property taxes to the County and County youth, high school freshmen through seniors. Verification of property tax payment may be additionally required for persons renting or leasing. The property owners (residing within the county or not) as well as the renter/lessee have the same right to obtain a library card.”
5. During the contract period, the Library will track the utilization of library services by county residents and provide patron database numbers, renewal and new card figures, and circulation percentages upon request to the Board of County Commissioners.
6. The Board of County Commissioners is entitled to appoint an additional member to the Board of Library Trustee of the City of Yankton as provided in SDCL 14 2-36. Said member shall have all of the powers and responsibilities granted to members of the Library Board of Trustees under state law and city code/ordinance. The term of the county representative shall be tied to this contract date as well as the term and appointment calendar for County Commissioners. If the contract is terminated for any reason, the County Commissioner’s representative on the Library Board of Trustee will end upon the date of contract termination.


7. This agreement shall be effective and binding on January 1, 2021 extending until December 31, 2021 unless amended or terminated by either/or both parties. A mutual resolution for extension may also be included.

Approved this 28 day of October, 2020, Yankton Community Library Board of Trustees.



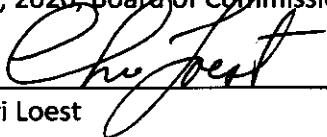
Christine Tielke
Board President

Attest:



Dana Schmidt
Library Director

Approved this 1 day of December, 2020, Board of Commissioners, Yankton County.



Cheri Loest
Chairman

Attest:



Patty Hojem
Auditor

Approved this 14 day of December, 2020, City of Yankton.

Nathan Johnson
Mayor

Attest:

Amy Leon
City Manager

Memorandum #20-197

To: Amy Leon, City Manager
From: Bradley Moser, Civil Engineer
Subject: Change Order Number 1, Final Project Acceptance and Final Payment for the Riverside Drive Reconstruction from Green Street to Broadway Avenue
Date: December 7, 2020

The Riverside Drive Reconstruction Project from Green Street to Broadway Avenue is ready to be accepted.

The project was a total street reconstruction with the curb and gutter, street pavement and driveway approaches all being replaced. There was also new sidewalk installed on properties that didn't previously have any.

As you can see from the attached Change Order No. 1, the changes in quantities resulted in a net increase of \$40,062.00. This adjusted the construction cost from \$770,724.50 to \$810,786.50. The majority of the increase was due to sidewalk being installed in areas that we originally didn't have enough right-of-way. Once easements were collected and filed those sections of sidewalk were added to the construction. There was also some additional water main that needed to be replaced on the east end of the project. This resulted in quantity changes not only for the water main but for sawing, pavement removal, base course and concrete paving. Since the project was completed in advance of the contract deadline, there were no liquidated damages assessed.

City staff has reviewed the project, the change order and the final pay request. We recommend that Change Order No. 1 be approved, that the project be accepted and that the City Finance Officer be authorized to issue a manual check in the amount of \$46,224.00, to Slowey Construction based on the attached final pay request.

Respectfully submitted,

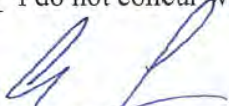


Bradley Moser
Civil Engineer

Recommendation: It is recommended that the City Commission approve Change Order No. 1, accept the completed reconstruction on Riverside Drive, & authorize the Finance Officer to issue a manual check to Slowey Construction in the amount of \$46,224.00, as detailed in Memorandum #20-197.

I concur with this recommendation.

I do not concur with this recommendation.



Amy Leon, City Manager

cc: Adam Habeman (electronic)
file
____ Roll call

CITY OF YANKTON CONTRACT CHANGE ORDER

CONTRACTOR **Slowey Construction Inc.**
 PROJECT NO. 2019-006
 DESCRIPTION: Riverside Drive - Broadway to Green

THE FOLLOWING CHANGES ARE HEREBY MADE TO THE CONTRAT DOCUMENTS

ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	CHANGE IN QUANTITIES	UNIT PRICE	TOTAL
REMOVALS AND GRADING						
2 SAW EXISTING CONCRETE	LF	360	411.00	51	\$8.00	\$408.00
3 REMOVAL OF CONCRETE	SY	995	1115.00	120	\$7.00	\$840.00
4 REMOVAL OF ASPHALT	SY	3685	3700.00	15	\$5.00	\$75.00
5 REMOVAL OF CURB AND GUTTER	LF	1195	1225.00	30	\$5.00	\$150.00
EROSION CONTROL						
11 VEHICLE TRACKING CONTROL	EA	1	0.00	-1	\$1,200.00	-\$1,200.00
13 SILT FENCE	LF	30	0.00	-30	\$6.00	-\$180.00
14 GEOTEXTILE FABRIC	SY	200	0.00	-200	\$3.00	-\$600.00
STORM SEWER						
16 2X3 TYPE B INLET	EA	3	2.00	-1	\$2,850.00	-\$2,850.00
18 CORE INTO EXISTING JUNCT BOX	EA	2	1.00	-1	\$1,300.00	-\$1,300.00
WATERMAIN						
20 6" PVC WATERMAIN C-900	LF	212	202.00	-10	\$35.00	-\$350.00
21 3/4" COPPER SERVICE LINE	LF	42	0.00	-42	\$48.00	-\$2,016.00
22 1" COPPER SERVICE LINE	LF	216	287.00	71	\$34.00	\$2,414.00
23 6" MJ GATE VALVE W/BOX	EA	6	5.00	-1	\$1,050.00	-\$1,050.00
24 6" MEGALUGS	EA	31	30.00	-1	\$35.00	-\$35.00
30 8" MJ GATE VALVE W/BOX	EA	2	3.00	1	\$1,420.00	\$1,420.00
32 8" MEGALUGS	EA	18	19.00	1	\$56.00	\$56.00
34 12" PVC WATERMAIN C-900	LF	345	440.00	95	\$52.00	\$4,940.00
36 12" GATE VALVE W/BOX	EA	1.0	2.00	1	\$2,720.00	\$2,720.00
38 12" X 45 BEND	EA	2.0	6.00	4	\$1,005.00	\$4,020.00
40 12" OUTSIDE CAP	EA	1.0	0.00	-1	\$520.00	-\$520.00
41 12" MEGALUGS	EA	15.0	24.00	9	\$105.00	\$945.00
42 14" PVC WATERMAIN C-905	LF	32	35.00	3	\$63.00	\$189.00
44 14" GATE VALVE W/BOX	EA	1	0.00	-1	\$7,015.00	-\$7,015.00
46 14" MEGALUGS	EA	4	1.00	-3	\$165.00	-\$495.00
47 CUT AND TIE INTO EXISTING MAIN	EA	6	5	-1	\$1,400.00	-\$1,400.00
49 WATER SERVICE LINE RECONNECT	EA	17	18	1	\$925.00	\$925.00
51 GRANULAR MATERIAL FOR MAIN	LF	1439	1527	88	\$5.50	\$484.00
SURFACING						
55 6" PCC PAVEMENT	SY	3692	3796	104	\$49.00	\$5,096.00
56 6" FILLET SECTION	SF	1412	1287	-125	\$14.00	-\$1,750.00
57 CONCRETE CURB AND GUTTER B66	LF	2361	2402	41	\$21.00	\$861.00
58 6" APPROACH PAVEMENT	SF	3913	4278	365	\$7.00	\$2,555.00
59 4" SIDEWALK	SF	6854	6918	64	\$6.00	\$384.00
60 6" SIDEWALK	SF	293	1975	1682	\$10.00	\$16,820.00
61 6" AGGREGATE BASE COURSE	SY	4595	6084	1489	\$5.00	\$7,445.00
62 DETECTABLE WARNING PANEL	SF	148	186	38	\$44.00	\$1,672.00
63 INSERT STEEL BAR	EA	46	98	52	\$14.50	\$754.00
SANITARY SEWER						
66 8" PVC SANITARY SEWER MAIN	LF	666	622	-44	\$40.00	-\$1,760.00
67 6" PVC SANITARY SEWER MAIN	LF	168	252	84	\$38.50	\$3,234.00
68 48" SANITARY SEWER MANHOLE	EA	6	5	-1	\$3,315.00	-\$3,315.00
69 RECONNECT SANITARY SEWER SERVICE	EA	7	8	1	\$605.00	\$605.00
70 REPLACE AND ADJUST MH RIM AND COVER	EA	2	4	2	\$500.00	\$1,000.00
71 GRANULAR MATERIAL FOR SEWER	LF	834	874	40	\$5.50	\$220.00
NEW ITEMS						
73 SANITARY SEWER MH NEW BASE	EA	0	2	2	\$800.00	\$1,600.00
74 12" PVC SANITARY SEWER MAIN	LF	0	42	42	\$48.00	\$2,016.00
75 4" SEWER CLEANOUT RISER & CASTING	EA	0	1	1	\$1,150.00	\$1,150.00
76 CONCRETE STEPS	LS	0	1	1	\$900.00	\$900.00

Total **\$40,062.00**

APPROVALS REQUIRED:
ACCEPTED BY:

CONTRACTOR

ORDERED BY:

CITY OF YANKTON

CITY OF YANKTON PROGRESS ESTIMATE

CONTRACTOR: **SLOWEY CONSTRUCTION**
 PROJECT NO: 2019-006
 DESCRIPTION: **RIVERSIDE FROM BROADWAY TO GREEN**

PROGRESS EST. NO: **#5 FINAL**
 PERIOD: 8-22-2020 to 9-28-2020

DATE OF CONTRACT: 3-12-2020	CONTRACT PERIOD: COMPLETION BY: 9-30-2020	PREVIOUS PAYMENTS AUTHORIZED:
AMOUNT OF CONTRACT AS AWARDED: \$770,724.50	% OF TIME USED: 100%	EST. PAYMENTS AUTH.
CHANGE ORDERS:	% COMPLETED: 100%	#1 \$126,749.70
#1 \$40,062.00		#2 \$347,613.50
#2		#3 \$216,609.33
#3		#4 \$73,589.98

TOTAL CHANGE ORDERS: \$40,062.00	TOTAL PREVIOUS PAYMENTS AUTHORIZED	\$764,562.50
TOTAL AMENDED CONTRACT AMOUNT: \$810,786.50		

BID ITEM	DESCRIPTION	BID QUANTITY	UNIT	UNIT PRICE	QUANTITY COMPLETED	TOTAL AMOUNT
REMOVALS AND GRADING						
1	MOBILIZATION	1	LS	\$87,200	1.0	\$87,200.00
2	SAW EXISTING CONCRETE	411	LF	\$8.00	411.0	\$3,288.00
3	REMOVAL OF CONCRETE	1115	SY	\$7.00	1115.0	\$7,805.00
4	REMOVAL OF ASPHALT	3700	SY	\$5.00	3700.0	\$18,500.00
5	REMOVAL OF CURB AND GUTTER	1225	LF	\$5.00	1225.0	\$6,125.00
6	UNCLASSIFIED EXCAVATION	1	LS	\$35,000.00	1.0	\$35,000.00
7	UNDERCUTTING	100	CY	\$7.00	100.0	\$700.00
8	WATER FOR EMBK OR GRAN. MATRL.	10	KGAL	\$20.00	10.0	\$200.00
9	INCIDENTAL	1	LS	\$4,350.00	1.0	\$4,350.00
EROSION CONTROL						
10	SEEDING MULCHING FETERLIZER	1	LS	\$3,300.00	1.0	\$3,300.00
11	VEHICLE TRACKING CONTROL	0	EA	\$1,200.00	0.0	\$0.00
12	INLET SEDIMENT CONTROL	4	EA	\$120.00	4.0	\$480.00
13	SILT FENCE	0	LF	\$6.00	0.0	\$0.00
14	GEOTEXTILE FABRIC	0	SY	\$3.00	0.0	\$0.00
15	TOPSOIL	1	LS	\$3,200.00	1.0	\$3,200.00
STORM SEWER						
16	2X3 TYPE B INLET	2	EA	\$2,850.00	2.0	\$5,700.00
17	F AND I 18" RCP CL II	242	LF	\$64.00	242.0	\$15,488.00
18	CORE INTO EXISTING JUNCT BOX	1	EA	\$1,300.00	1.0	\$1,300.00
19	NEENAH R-3067 FRAME AND GRATE	1	EA	\$520.00	1.0	\$520.00
WATERMAIN						
20	6" PVC WATERMAIN C-900	202	LF	\$35.00	202.0	\$7,070.00
21	3/4" COPPER SERVICE LINE	0	LF	\$48.00	0.0	\$0.00
22	1" COPPER SERVICE LINE	287	LF	\$34.00	287.0	\$9,758.00
23	6" MJ GATE VALVE W/BOX	5	EA	\$1,050.00	5.0	\$5,250.00
24	6" MEGALUGS	30	EA	\$35.00	30.0	\$1,050.00
25	6" MJ SLEEVE	4	EA	\$295.00	4.0	\$1,180.00
26	6" X 11 1/4 BEND	1	EA	\$335.00	1.0	\$335.00
27	6" X 22 1/2 BEND	1	EA	\$335.00	1.0	\$335.00
28	8" PVC WATERMAIN C-900	850	LF	\$40.00	850.0	\$34,000.00
29	8" X 45 BEND	2	EA	\$480.00	2.0	\$960.00
30	8" MJ GATE VALVE W/BOX	3	EA	\$1,420.00	3.0	\$4,260.00
31	8" X 6" MJ TEE	4	EA	\$575.00	4.0	\$2,300.00
32	8" MEGALUGS	19	EA	\$56.00	19.0	\$1,064.00
33	8" X 6" REDUCER	1	EA	\$360.00	1.0	\$360.00
34	12" PVC WATERMAIN C-900	440	LF	\$52.00	440.0	\$22,880.00
35	12" X 12" TEE	1	EA	\$1,170.00	1.0	\$1,170.00
36	12" GATE VALVE W/BOX	2	EA	\$2,720.00	2.0	\$5,440.00
37	12" X 6" TEE	1	EA	\$940.00	1.0	\$940.00
38	12" X 45 BEND	6	EA	\$1,005.00	6.0	\$6,030.00
39	12" SLEEVE	1	EA	\$855.00	1.0	\$855.00
40	12" OUTSIDE CAP	0	EA	\$520.00	0.0	\$0.00
41	12" MEGALUGS	24	EA	\$105.00	24.0	\$2,520.00
42	14" PVC WATERMAIN C-905	35	LF	\$63.00	35.0	\$2,205.00
43	14" X 12" REDUCER	1	EA	\$885.00	1.0	\$885.00
44	14" GATE VALVE W/BOX	0	EA	\$7,015.00	0.0	\$0.00
45	14" OVERSIZED SLEEVE	1	EA	\$2,585.00	1.0	\$2,585.00
46	14" MEGALUGS	1	EA	\$165.00	1.0	\$165.00
47	CUT AND TIE INTO EXISTING MAIN	5	EA	\$1,400.00	5.0	\$7,000.00
48	1" CURB STOP W/BOX	7	LF	\$550.00	7.0	\$3,850.00
49	WATER SERVICE LINE RECONNECT	18	EA	\$925.00	18.0	\$16,650.00
50	TEMP. FIRE HYDRANT	2	EA	\$550.00	2.0	\$1,100.00
51	GRANULAR MATERIAL FOR MAIN	1527	LF	\$5.50	1527.0	\$8,398.50
52	FIRE HYDRANT 6'	2	EA	\$3,530.00	2.0	\$7,060.00

TRAFFIC CONTROL						
53	TRAFFIC CONTROL	819	UNITS	\$3.00	819.0	\$2,457.00
54	TRAFFIC CONTROL MISC.	1	LS	\$1,250.00	1.0	\$1,250.00
SURFACING						
55	6" PCC PAVEMENT	3796	SY	\$49.00	3796.0	\$186,004.00
56	6" FILLET SECTION	1287	SF	\$14.00	1287.0	\$18,018.00
57	CONCRETE CURB AND GUTTER B66	2402	LF	\$21.00	2402.0	\$50,442.00
58	6" APPROACH PAVEMENT	4278	SF	\$7.00	4278.0	\$29,946.00
59	4" SIDEWALK	6918	SF	\$6.00	6918.0	\$41,508.00
60	6" SIDEWALK	1975	SF	\$10.00	1975.0	\$19,750.00
61	6" AGGREGATE BASE COURSE	6084	SY	\$5.00	6084.0	\$30,420.00
62	DETECTABLE WARNING PANEL	186	SF	\$44.00	186.0	\$8,184.00
63	INSERT STEEL BAR	98	EA	\$14.50	98.0	\$1,421.00
SANITARY SEWER						
64	REMOVE EXISTING MANHOLE	1	EA	\$750.00	1.0	\$750.00
65	REMOVE EXISTING SEWER LINE	40	LF	\$4.00	40.0	\$160.00
66	8" PVC SANITARY SEWER MAIN	622	LF	\$40.00	622.0	\$24,880.00
67	6" PVC SANITARY SEWER MAIN	252	LF	\$38.50	252.0	\$9,702.00
68	48" SANITARY SEWER MANHOLE	5	EA	\$3,315.00	5.0	\$16,575.00
69	RECONNECT SANITARY SEWER SERVICE	8	EA	\$605.00	8.0	\$4,840.00
70	REPLACE AND ADJUST MH RIM AND COVER	4	EA	\$500.00	4.0	\$2,000.00
71	GRANULAR MATERIAL FOR SEWER	874	LF	\$5.50	874.0	\$4,807.00
72	6" SEWER CLEAN OUT WITH LID AND FRAME	1	EA	\$1,195.00	1.0	\$1,195.00
NEW ITEMS						
73	SANITARY SEWER MH NEW BASE	2	EA	\$800.00	2.0	\$1,600.00
74	12" PVC SANITARY SEWER MAIN	42	LF	\$48.00	42.0	\$2,016.00
75	4" SEWER CLEANOUT RISER & CASTING	1	EA	\$1,150.00	1.0	\$1,150.00
76	CONCRETE STEPS	1	LS	\$900.00	1.0	\$900.00

TOTAL \$810,786.50

GRAND TOTAL	\$810,786.50
LESS RETAINED	\$0.00
NET TOTAL	\$810,786.50
LESS PAYMENTS AUTHORIZED	\$764,562.50

AMOUNT DUE	
CONTRACTOR THIS ESTIMATE	\$46,224.00

CERTIFICATION OF CONTRACTOR

I HEREBY CERTIFY THAT THE WORK PERFORMED AND THE MATERIALS SUPPLIED TO DATE AS SHOWN ON THIS PERIODIC COST ESTIMATE, REPRESENT THE ACTUAL VALUE OF ACCOMPLISHMENT UNDER THE TERMS OF THIS CONTRACT IN CONFORMITY WITH APPROVED PLANS AND SPECIFICATION; THAT THE QUANTITIES SHOWN WERE PROPERLY DETERMINED AND ARE CORRECT; AND THAT THERE HAS BEEN FULL COMPLIANCE WITH ALL LABOR PROVISION INCLUDED IN THE CONTRACT IDENTIFIED ABOVE.

_____ By _____ DATE _____
 CONTRACTOR SIGNATURE

ACKNOWLEDGEMENT AND CONCURRENCE OF ENGINEER

I HAVE EXAMINED THIS PERIODIC COST ESTIMATE AND CONCUR IN THE CERTIFICATE OF THE CONTRACTOR.

_____ DATE _____
 ENGINEER'S SIGNATURE

Memorandum #20-239

To: Amy Leon, City Manager
From: Dave Mingo, AICP Community and Economic Development Director
Subject: Planning Commission Action #20-75 / Resolution #20-91
Date: December 8, 2020

PLAT REVIEW

ACTION NUMBER: 20-75

E.T.J. MEMBER ACTION REQUIRED: No

APPLICANT / OWNER: Johanneson Contracting, Inc.

ADDRESS / LOCATION: East side of the 2500 Block of Dorian Drive. Please reference the attached air photo.

PROPERTY DESCRIPTION: Lots 6A, 6B, 7A, and 7B, Block 2, Westbrook Estates being a Replat of Lots 6 and 7, Block 2, Westbrook Estates located in the East 700 feet of the East Half of the Southeast Quarter, except the South 560 feet and less R.O.W. thereof, Section 2, T93N, R56W of the 5th P.M., City of Yankton, South Dakota.

ZONING DISTRICT: R-4 Multiple Family.

PREVIOUS ACTION: Approved area final plats, Developer's Agreement and public infrastructure construction in 2016 - 2017.

COMMENTS: The attached plat divides an existing lot in a way that allows individual ownership of separate units in a duplex. The structure has been constructed with the code requirements associated with a common wall in mind.

All adjacent public infrastructure is accounted for. Of primary focus in this type of plat review is the design of the utility connections. Each unit will have a separate water and sanitary sewer connection which meets City requirements for a subdivision like this.

Staff recommends approval of the proposed plat.

MEETING SCHEDULE:

December 14, 2020: Planning Commission reviews the plat and makes a recommendation to the City Commission.

December 14, 2020: City Commission reviews the plat and makes a final decision.

Planning Commission results: The Planning Commission recommendation will be acted on December 14th prior to the City Commission meeting. The recommendation will be presented to the City Commission verbally by staff.

RESOLUTION #20-91

WHEREAS, the Plat of Lots 6A, 6B, 7A, and 7B, Block 2, Westbrook Estates being a Replat of Lots 6 and 7, Block 2, Westbrook Estates located in the East 700 feet of the East Half of the Southeast Quarter, except the South 560 feet and less R.O.W. thereof, Section 2, T93N, R56W of the 5th P.M., City of Yankton, South Dakota prepared by Brian J. Benson, a registered land surveyor in the state of South Dakota has been created, and

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

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

Adopted:

Nathan V. Johnson, Mayor

ATTEST:

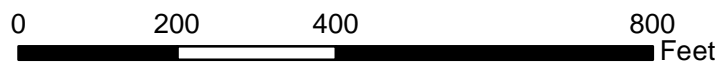
Al Viereck, Finance Officer



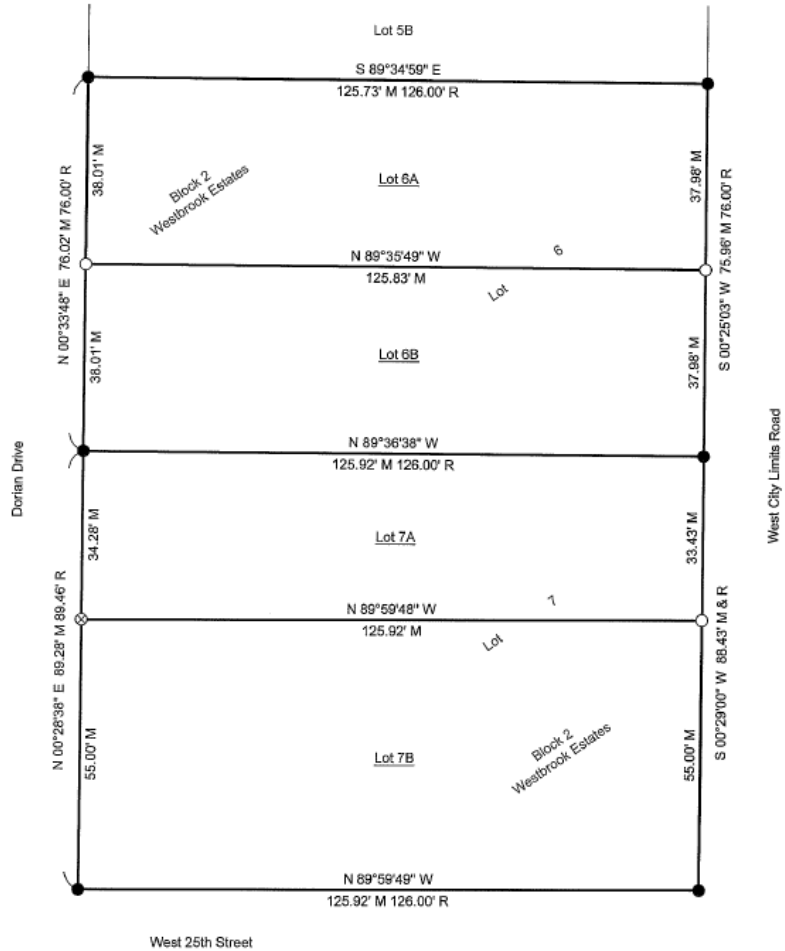
City of Yankton

Plat Location Map

Plat of Lots 6A, 6B, 7A, & 7B in Block 2 of Westbrook Estates, being a Replat of Lots 6 & 7, all located in the E 700' of the E1/2 of the SW1/4, except the S 560' and less R.O.W. thereof, Section 2, T93N R56W of the 5th P.M., City of Yankton, South Dakota



Plat of Lots 6A, 6B, 7A and 7B, Block 2, Westbrook Estates
 being a Replat of Lots 6 and 7, Block 2, Westbrook Estates located in the East 700 feet of the East Half of the Southeast Quarter, except the South 560 feet and less R.O.W. thereof, Section 2, Township 93 North, Range 56 West of the 5th P.M., City of Yankton, South Dakota



Surveyor's Certificate

I, Brian J. Benson, a Licensed Land Surveyor under the Laws of South Dakota, do hereby certify that I did on or prior to November 19th, 2020, survey Lots 6 and 7, Block 2, Westbrook Estates located in the East 700 feet of the East Half of the Southeast Quarter, except the South 560 feet and less R.O.W. thereof, Section 2, Township 93 North, Range 56 West of the 5th P.M., City of Yankton, South Dakota, as shown on the above Plat and said Lots shall hereafter be known as Lots 6A, 6B, 7A and 7B, Block 2, Westbrook Estates being a Replat of Lots 6 and 7, Block 2, Westbrook Estates located in the East 700 feet of the East Half of the Southeast Quarter, except the South 560 feet and less R.O.W. thereof, Section 2, Township 93 North, Range 56 West of the 5th P.M., City of Yankton, South Dakota.

I also hereby certify that this survey was performed by me or under my direct supervision and is to the best of my knowledge and belief a true description of said property.

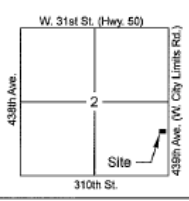


Brian Benson 12/4/2020
 Brian J. Benson, LS #11950 Date

Prepared by:
 Brian J. Benson
 1109 Douglas Ave.
 Yankton, SD 57078
 402-860-4332

Legend

- Found Corner - Rebar & Cap Stamped "BENSON LS11950"
- Set Corner - 5/8"x18" Rebar & Cap Stamped "BENSON LS11950"
- ⊗ Set chiseled "X" in concrete
- R Record Distance
- M Measured Distance



Date:	12/4/2020
Job Number:	20060
Drawn by:	BRIANB
Page:	1 of 2



RESOLUTION #20-89

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 SOLD OR DESTROYED

Handheld Meter Reader Model 3001 SSI 3001-SD-50972D
Handheld Meter Reader Model 3001 SSI 3001-SD-50971D
Handheld Meter Reader Model 3001 SSI 3001-1M-51576D
Communication/Charging Stand 3005-SD-50779B
Communication/Charging Stand 3006-SD-51014B
Communication/Charging Stand 3006-SD-51750B

Adopted:

Nathan V Johnson
Mayor

ATTEST:

Al Viereck
Finance Officer

_____ Roll call